



# **Household Hazardous Waste Collection Sealed Bid #2018-018 Town of Salem, NH**

**April 9, 2018**

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**SALEM PURCHASING**  
Christine Wholley Purchasing Agent  
603-890-2090 fax 603-890-2091  
Cawholley@salemnh.gov

Chris Dillon, Town Manager  
Prepared for and in coordination with the  
**Public Works Department**  
Dave Wholley, Deputy Director of Municipal Services  
603-890-2159  
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**SALEM, NEW HAMPSHIRE**  
**HOUSEHOLD HAZARDOUS WASTE COLLECTION**

It is the intent of the Town of Salem, New Hampshire to engage the services of a qualified firm to provide the Town with the following products(s) or services to be purchased ***Household Hazardous Waste Collection***. An overview with detailed specifications is provided within this Bid/Proposal.

Bids shall be submitted on the enclosed bid sheet (if applicable) to the listed minimum specifications. If you find these specifications to be unreasonably restrictive, please contact the Municipal Services Deputy Director immediately for clarification or alternative specifications. If no exception is noted, the specifications as written will be considered acceptable

Sealed bids must contain (1) one original **and** (1) one copy, and be received no later than **May 4, 2018 before 11:00am** from interested firms, to be eligible for consideration by the town. Each bid must be submitted in a sealed envelope which is clearly marked “**Bid #2018-018 Household Hazardous Waste Collection**”, at Salem Town Hall, **Attention: Christine Wholley, Purchasing Agent**, and delivered to the Building Department, upstairs, at the following address:

Salem Town Hall  
33 Geremonty Drive  
Salem NH 03079

Upon receipt, all sealed bids and correspondence relating to this ITB, shall be date and time stamped. All sealed bids received will be considered confidential and not available for public review until after the bid opening on Wednesday, May 4, 2018 at 11:00am. Late bids will not be considered.

Please visit our website to download a copy of Bid #2018-018 at [www.townofsalem.org](http://www.townofsalem.org) Finance-Purchasing/bids-proposals. Copies will not be faxed or emailed. Qualified Firms requiring additional information or clarification relative to the contents of the bid may direct inquiries to Christine Wholley, Purchasing Agent, at 603-890-2090 or [cawholley@ci.salem.nh.us](mailto:cawholley@ci.salem.nh.us) Monday-Wednesday 8:30am-2:00pm.

The Town reserves the right to reject any or all bids or any part thereof, to waive any informality in the bidding, and to accept the bid considered to be in the best interest of the Town. The Town also reserves the right to conduct reasonable negotiations with low bidders and sole bidders. Failure to submit all information may disqualify a bid.

## **PROJECT SUMMARY**

1. GENERAL
2. DESCRIPTION
3. SAFETY
4. MANAGEMENT
5. CO-OPERATION
6. HOURS
7. ACCOUNTABILITY
8. SET UP
9. EMERGENCIES
10. REGISTRATION
11. QUANTITIES
12. TARGET

## **PROJECT SUMMARY**

### **1. GENERAL**

The Contractor shall successfully perform a household hazardous waste collection operation at the Salem N.H. Public Works Garage at 21 Cross Street open to residents (non-commercial) of the Town of Salem, New Hampshire on **Saturday, October 13, 2018 between the hours of 8:00 AM TO 1:00 PM.**

### **2. DESCRIPTION**

The Contractor shall be responsible for:

- a) Receiving household hazardous wastes, as defined by New Hampshire Hazardous Waste Rules.
- b) Segregating, analyzing, consolidating, containerizing and labeling all household hazardous wastes.
- c) Loading, documenting and transporting all collected household hazardous wastes in properly placarded vehicles.
- d) Disposing of all household hazardous wastes at permitted hazardous waste treatment or disposal facilities. Certificates of destruction must be supplied to the Owner.

### **3. SAFETY**

The Contractor shall adhere to all appropriate safety procedures, including but not limited to those outlined in the Technical Specifications and shall properly handle, package, containerize, label, load and transport all hazardous wastes accepted during the operation in a manner approved by the State of New Hampshire Department of Environmental Services.

### **4. MANAGEMENT**

The Contractor shall have present at the site, a Project Manager/Safety Officer responsible for directing the Contractor's operation. This person shall report to the Town of Salem's Project Manager and shall coordinate the project's activities with said Project Manager. The Contractor shall also have present, an employee or agent of the Contractor trained in chemical identification of all hazardous and acutely hazardous wastes as defined in the N.H. Hazardous Waste Rules. The Contractor shall also have present at least eight additional employees or agents to handle, containerize, label, load and transport wastes for treatment or disposal at a permitted hazardous waste facility. Each of the above specified persons shall be sufficiently experienced to properly carry out the operation.

### **5. CO-OPERATION**

The Contractor shall accept wastes only from individuals designated by the Town of Salem's Project Manager at the site, and only in such amounts as are approved by the Project Manager, and shall cooperate to the fullest measure possible with the Town of Salem's personnel in the operation.

## **6. HOURS**

The collection station will open promptly on the selected day, **Saturday, October 13, 2018 at 8:00 AM** and remain open until **1:00 PM** for receipt of Household Hazardous Waste. The Contractor shall transport all collected wastes out of the Town of Salem by 6:00 PM of the designated collection date.

## **7. ACCOUNTABILITY**

One half hour after the collection has begun and every half hour thereafter, the Contractor's Project Manager will give the Owner's Project Manager an update of the quantity of waste which has been received to that point in each classification together with the agreed unit price and total cost for each classification. The Owner's Project Manager shall be responsible for terminating the collection program at any time.

## **8. SET UP**

The Contractor shall supply and have available at the appropriate site on the cleanup day, all equipment and personnel necessary to perform the tasks included in their "Work Plan." Said "Work Plan" shall be prepared in accordance with that specified in the Technical Specifications. **Contractor shall provide all necessary vessels ie: roll-off dumpsters/containers for the purposes of removing cardboard, crates, and any other trash generated from residents transporting their materials.**

## **9. EMERGENCIES**

The Contractor shall be responsible for fulfilling requirements of their "Site Safety, Spill Response, and Emergency Evacuation Plan." Said plan shall be prepared in accordance with that specified in the Technical Specifications.

## **10. REGISTRATION**

No Pre-registration is required.

## **11. QUANTITIES**

The Owner proposes to limit each resident to a maximum drop off quantity of 10 gallons of household hazardous waste.

## **12. TARGET**

It is the Owner's desire and intent to provide waste collection to as many Salem residents as are in need of this service.

## **BID FORM**

### **PART A. - BID**

Proposal of \_\_\_\_\_(hereinafter called ("Bidder")), organized and existing under the laws of the State of \_\_\_\_\_ doing business as \_\_\_\_\_

\*Insert "a corporation", "a partnership", or "an individual", as applicable.

To the Town of Salem, New Hampshire (hereinafter called "Owner"):

In compliance with your Invitation for Bids, Bidder hereby proposes to perform all work for Household Hazardous Waste Collection for the Town of Salem, New Hampshire, in strict accordance with the Contract Documents, within the time set forth therein and at the prices stated below.

By submission of this Bid, the Bidder certifies and, in the case of joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement, as to any matter relating to this Bid, with any other Bidder or with any competitor.

The Bidder declares that no person in the employ of the Owner is pecuniary interested in this proposal or in the Contract for the Work which he proposes to do, that he had carefully examined the Contract and Specification and has informed himself fully in regard to all conditions pertaining to the site where the Work is to be done and has carefully estimated the Work. He understands that the Owner, its agent and employees, are not to be in any manner held responsible for the accuracy of any estimates relating to the Work and that if any have been given or made, they are to be considered solely as a base for filling out and comparing the several proposals.

The Bidder proposes to furnish all the labor, equipment, engineering and materials required for carrying out the Work in accordance with the accompanying Specifications for the sum specified herein, subject to additions and deductions according to the Specifications, and in all respects according to the terms thereof.

Bidder hereby agrees to commence Work under this Contract on the date to be specified in the Notice to Proceed and to substantially complete the project within the time frame allowed.

The Bidder proposes and agrees that within ten (10) days next after the day on which the Notice of Award of this Contract shall be given to him or mailed to him at the address hereinafter given, he will sign three (3) copies of the Agreement of the form provided and deliver the Agreement to the Owner.

Prior to delivery, the Bidder shall provide the Owner with three (3) copies of performance bond and/or approved alternative bonding method, and three (3) Certificates of Insurance for the prescribed amounts.

The Bidder acknowledges receipt of the following addendum:

No. \_\_\_\_\_, Dated \_\_\_\_\_,  
No. \_\_\_\_\_, Dated \_\_\_\_\_,  
No. \_\_\_\_\_, Dated \_\_\_\_\_,

**SCHEDULE OF PRICES:** This proposal shall be filled in by the Bidder with the prices written in both words and numerals and the extensions made by him. In case of discrepancy between words and numerals, the amount shown in words shall govern.

| Bid Item.# | Est. Quantity. | Unit        | Description<br>(Bid price in words)   | Unit Price<br>(bid price in figures)  | Total Price<br>(bid price in figures)   |
|------------|----------------|-------------|---|---|---|
| 1.         | 1              | Lump Sum    | Collection set up fee at<br>_____<br>_____ Dollars per lump sum<br>And _____ cents<br>Per. Lump Sum     | \$_____.____<br>\$_____.____<br>_____ Dollars per lump sum                            | \$_____.____<br>\$_____.____<br>_____ Dollars per lump sum                            |
| 2.         | 10             | 55 gal Drum | Consolidated Organic liquid. at<br>_____<br>_____ Dollars<br>And _____ cents<br>Per. 55 Gal. Drum       | \$_____.____<br>\$_____.____<br>_____ Dollars<br>And _____ cents<br>Per. 55 Gal. Drum | \$_____.____<br>\$_____.____<br>_____ Dollars<br>And _____ cents<br>Per. 55 Gal. Drum |
| 3.         | 20             | 55 gal Drum | Consolidated liquid. paint (No Sludge)<br>_____<br>_____ Dollars<br>And _____ cents<br>Per. 55 gal drum | \$_____.____<br>\$_____.____<br>_____ Dollars<br>And _____ cents<br>Per. 55 gal drum  | \$_____.____<br>\$_____.____<br>_____ Dollars<br>And _____ cents<br>Per. 55 gal drum  |

|    |     |                  |   |                         |             |
|----|-----|------------------|---|-------------------------|-------------|
| 4. | 2   | 55 gal<br>Drums  | Consolidated<br>Antifreeze<br>At ____dollars<br>And ____cents<br>Per. 55 Gal drum           | \$____.____<br>per drum | \$____.____ |
| 5. | 16  | 55 gal<br>Drums  | Consolidated<br>Paint (with<br>Cans) at<br>____ Dollars<br>And ____cents<br>Per 55 gal drum | \$____.____<br>per drum | \$____.____ |
| 6. | 10  | 55 gal<br>Drum   | Lab packed chem.<br>(Misc.)<br>____ Dollars<br>And ____cents<br>Per 55 gal drum             | \$____.____<br>per drum | \$____.____ |
| 7. | 4   | 5 gal<br>Pail    | Consolidated<br>Misc. Chem. at<br>____ Dollars<br>And ____cents<br>Per. 5 Gal pail          | \$____.____<br>per pail | \$____.____ |
| 8. | 4   | 55 gal<br>Drum   | Aerosol cans at<br>____ Dollars<br>And ____cents<br>Per. 55 gal drum                        | \$____.____<br>per drum | \$____.____ |
| 9. | 12. | 55 Gal .<br>Drum | Pesticides At<br>Per drum<br>\$____Dollars<br>And____ Cents<br>Per 55 gal drum              | \$____.____             |             |



|     |   |                 |   |                           |             |
|-----|---|-----------------|---|---------------------------|-------------|
| 10. | 1 | 55 gal<br>Drum  | Asbestos at<br>_____ Dollars<br>And _____ cents<br>Per 55 gal drum  | \$____.____<br>per drum   | \$____.____ |
| 11. | 2 | 16 gal          | Misc. hazard<br>Wastes (lab<br>Packed t<br>_____ Dollars<br>And _____ cents<br>Per. 5 gal pail              | \$____.____<br>per pail   | \$____.____ |
| 12. | 2 | 5 gal.<br>Pail  | Household. Dry<br>batteries at<br>_____ Dollars<br>And _____ cents<br>Per 5 Gal. Pail                       | \$ _____.____<br>per pail | \$____.____ |
| 13. | 3 | 16 gal.<br>Pail | Misc. Oxidizers<br>_____ Dollars<br>And _____ cents<br>Per 5 Gal. Pail                                      | \$____.____<br>per pail   | \$____.____ |
| 14. | 1 | 55 gal.<br>Drum | Misc. Consolidate.<br>acids/alkaline<br>Bases at _____ Dollars<br>And _____ cents<br>Per. 55 gal. Drum      | \$____.____<br>per drum   | \$____.____ |
| 15. | 1 | 55 gal<br>Drum  | Polychlorinated<br>biph. (PCB)<br>Cont. waste at<br>_____ dollars<br>And _____ cents<br>Per. 55 gallon drum | \$____.____<br>per drum   | \$____.____ |

16.      900 lbs              Nickel Cadmium      \$\_\_\_\_.\_\_\_\_      \$\_\_\_\_.\_\_\_\_  
                                 Batteries  
                                 \_\_\_\_\_  
                                 \_\_\_\_\_dollars  
                                 And. \_\_\_\_\_cents  
                                 Per 100 lbs.

17.      1   55 gal              Light ballasts              \$\_\_\_\_.\_\_\_\_      \$\_\_\_\_.\_\_\_\_  
                 Drum              \_\_\_\_\_dollars  
                                 And \_\_\_\_\_cents  
                                 Per. 55 Gal Drum

18.      1   55 gal              Old Gasoline  
                 Drum              \$\_\_\_\_\_

Total:                              \$      .              \$      .  
For entire collection program:

TOTAL LUMP SUM\_\_\_\_\_

## PART B BID CONDITIONS

The Bidder understands that the Owner reserves the right to reject any or all Bids and to waive any Informality in the Bidding for any reason which the Owner determines to be in the best interest of the Town of Salem.

The Bidder agrees that the Bid shall be valid and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this Bid, the Bidder shall execute the formal Contract attached, and deliver the Contract to the Owner within ten (10) days.

This Bid may be accepted by the Owner at any time within 90 days of the opening of Bids.

In case this Bid shall be accepted by the Owner, and the undersigned shall fail to execute the Contract within ten (10) days from the date of Notice of Award of the Contract, then the Owner may, at his option, determine that the undersigned has abandoned the Contract and, thereupon, this Bid shall be null and void.

The full name and residence of all persons and parties interested in the foregoing Bid as principals are as follows:

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## PART C. EXECUTION

Seal (if corporation)

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(Signature of Bidder)

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(Title of Bidder)

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(Business address of Bidder)

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(Town, State, and Zip Code)

Dated on \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Town of SALEM N.H.**

**Household Hazardous  
Waste Collection**

**Agreement**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_ by and between the Town of Salem New Hampshire, hereinafter called "**Owner**" and \_\_\_\_\_, doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "**Contractor**".

**WITNESSETH;** that for and in consideration of the payments and agreements hereinafter mentioned:

**WHEREAS,** the Owner has selected the Contractor to manage and conduct a Household Hazardous Waste Collection Program at the Public Works Garage at 21 Cross Street, Salem N.H. on **Saturday, October 13, 2018.**

**WHEREAS,** the Contractor shall perform in a good and professional manner, the services identified in the attached contract documents:

**NOW THEREFORE WITNESSETH;**

That the parties hereto in consideration of the mutual promises, covenants and agreements of the parties hereto, as hereinafter set forth, do hereby mutually agree as follows:

1. The Contractor shall furnish all materials, including advertising posters and pamphlets, trailers for disposal of emptied containers, two (2) roll-off dumpsters; one (1) with a liner for paint cans that have been emptied and one (1) without liner to collect empty cardboard containers that have transported containers of HHW and are soaked with waste, supplies, tools, equipment, labor and other services necessary to the completion of the project as intended and specified herein.
2. The Contractor shall commence the work required by the Contract Documents in a timely manner and provide the specified services on the date specified and within the time specified.
3. The term "Contract Documents" means and includes the following Advertisement for Bids; Information for Bidders; Bid Form; Contractor's Qualifying Statement; Notice of Award; Agreement; General Requirements; Project Summary; and Technical Specifications. The term "Contract Documents" shall also mean and include the following addendum:

No. \_\_\_\_\_; Dated \_\_\_\_\_,

No. \_\_\_\_\_; Dated \_\_\_\_\_,

No. \_\_\_\_\_; Dated \_\_\_\_\_,

4. The Contractor agrees to perform all the work described in the Contract Documents and comply with the terms therein for the bid item sums reflected on the bid schedule.

5. The Owner shall pay to the Contractor, in the manner and at such times as set forth in the General Requirements, such amounts as required by the Contract Documents based on the bid items reflected in the bid for the actual final quantities.

6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. This Agreement may be terminated by Owner upon ten (10) days written notice. In addition, the Owner reserves the right to terminate the contract at any time for whatever reason is deemed to be in the best interest of the Town of Salem, or to reduce the Scope of Services in order to be consistent with the availability of funds.

8. All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof, shall be decided by the Town Manager of the Town of Salem, arbitration binding or otherwise shall not be an option.

9. Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Owner. This Agreement may be amended only by written instrument signed by both Owner and Contractor.

10. Contractor shall indemnify, hold harmless and defend the Owner from and against any and all liabilities, claims, penalties, fines, forfeitures, suits and the costs and expenses incident thereto (including cost of defense, settlement, and reasonable attorney's fees) which may be alleged against the Owner or which the Owner may incur, become responsible for or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse affects on the environment, or any violation or alleged violation of governmental laws, regulations or orders, to the extent that such damage was caused by the Contractor's or Contractor's agents' negligent, willful or intentional act or omission, breach of contract or a failure of Contractor's warranties to be true, accurate or complete.

11. Neither the Owner's review, approval or acceptance of, nor payment for, any of the work required under this Agreement shall be construed to operate as waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the Contractor shall be and remain liable to the Owner for all damages to the Owner caused by the Contractor's negligent acts, errors or omissions of any of the work required to be performed under this Agreement.

**WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies, each of which shall be deemed an original on the date first above written.

**(SEAL)**

ATTEST;

\_\_\_\_\_

Name: \_\_\_\_\_

(please type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**(SEAL)**

ATTEST;

\_\_\_\_\_

Name: \_\_\_\_\_

(please type)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**OWNER;**

Town of Salem, New Hampshire

By: \_\_\_\_\_

Name: \_\_\_\_\_

(please type)

Title: Town Manager

Date: \_\_\_\_\_

**CONTRACTOR;**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

(please type)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

***Note: If the Contractor is a corporation, an affidavit giving the principal the right to sign the Contract must accompany the executed Contract.***

In case this bid shall be accepted by the Owner, and the undersigned shall fail to execute the contract within ten (10) days from the date of Notice of Award of the Contract, then the Owner may, at his option, determine that the undersigned has abandoned the Contract and, thereupon, this Bid shall be null and void.

The full name and residence of all persons and parties interested in the foregoing Bid as principals are as follows:

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### **PART C. EXECUTION**

**SEAL** (if corporation)

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Signature of Bidder

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Title of Bidder

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Business address of Bidder

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Town, State, and Zip Code

Dated at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

***Town of Salem, New Hampshire  
Specifications Exception Form***

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the Town of Salem to search out information concerning the materials, which you intend to furnish.

If your bid/quotation does not meet all our specifications, you must state it in the space provided below:

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Bids on equipment, vehicles, computers, supplies, service and materials not meeting specifications may be considered by the Town; however, all deviations must be listed above.

If your bid does not meet our specifications, and your exceptions are not listed above or in the space provided, the Town of Salem may claim forfeiture on your bid, if submitted.

Signed: \_\_\_\_\_

**I DO** meet specifications

Signed: \_\_\_\_\_

**I DO NOT** meet specifications as listed in this bid, exceptions are in space provided.

The undersigned hereby states that all specifications have been met or have been addressed in the spaces provided. Failure to submit this form with your Bid/RFP response may result in your Bid/Proposal being rejected as unresponsive.



## **GENERAL CONDITIONS**

1. GENERAL
2. RECORDS
3. EQUAL EMPLOYMENT OPPORTUNITIES
4. LOCATION
5. COMPLIANCE
6. PERSONNEL
7. INDEMNIFICATION
8. EQUIPMENT
9. QUANTITIES
10. PAYMENT
11. PRE-COLLECTION CONFERENCE
12. INSURANCE
13. PERMITS
14. WORKMEN'S COMPENSATION
15. SOCIAL SECURITY ACT
16. BASIS OF PAYMENT
17. HAZARDS

## **GENERAL CONDITIONS**

### **1. GENERAL**

The work of this contract consists of receiving, analyzing, sorting, consolidating, packaging, transporting and disposing of household hazardous wastes, including disposal of emptied containers (cans, bottles, bags), for the Town of Salem N.H. population (approx. **28,707 yielding approx 11,482 households**). For reference, the (2016) Hazardous Waste Collection was **238 participating households for approx. 12,000 & 20,000 lbs. of hazardous waste**. The selected contractor shall be a licensed hazardous waste transporter properly authorized to perform the contract work and set up the appropriate collection program.

### **2. RECORDS**

The contractor shall maintain records pertaining to this project on a generally recognized accounting basis. The records shall reflect actual time devoted and costs incurred for the services performed. The records shall show the status of the wastes from the time of collection until final disposal. The contractor shall permit the Owner's authorized representatives, appropriate Federal and/or State Department and agencies to inspect and audit all data and records of the contractor associated with this contract or related to the contractor's performance under this contract.

### **3. EQUAL EMPLOYMENT OPPORTUNITIES**

The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

### **4. LOCATION**

Except as otherwise specifically provided for herein, the contractor shall perform the work in the Town of Salem, Rockingham County, State of New Hampshire.

### **5. COMPLIANCE**

In connection with the performance of the work, the contractor shall comply with all statutes, laws, regulations and orders of Federal, State, County or Municipal authorities which shall impose any obligations or duty upon the contractor.

## **6. PERSONNEL**

The contractor shall, at its own expense, provide all personnel necessary to perform the work. The contractor shall warrant that all personnel engaged in the work shall be qualified to perform the work, and shall be properly licensed and authorized to perform all such work under all applicable laws.

## **7. INDEMNIFICATION**

The contractor shall defend, indemnify and hold harmless the Town of Salem, its members and representatives, the Town in which the collections are held, the State and their respective officers and employees from and against any and all losses suffered by any such indemnity and all claims, liabilities or penalties asserted against any such indemnity by or on behalf of any persons on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the Town of Salem its members and representatives, or the Town in which the collections are held and any such immunities are hereby reserved to the Town of Salem, its members and representatives and the Town in which the collections are held. This covenant shall survive the termination of this agreement.

## **8. EQUIPMENT**

The contractor shall supply and have available at the appropriate site on the appropriate day, all equipment and supplies necessary to perform the work in accordance with the contract documents. The Contractor is responsible for all necessary means to store and transport all materials from site in allotted time frame in these specifications. Also, the contractor is responsible for loading of such materials.

## **9. QUANTITIES**

The number of vehicles, gallons, drums and pounds as stated above are based on actual last years collection data, and collection was one day from 8:00am to 1:00pm. They are not guaranteed to be exact for this year. Quantities of work that are to be performed under this contract and any departure there from will not be accepted as valid grounds for any claim for damages or for loss of profits. The Town of Salem specifically reserves the right to delete any portion of the work if desirable to keep expenditures within available funds. The total proposal representing the sum of the estimated quantities times the unit prices bid, will be used as the basis for comparison of bids.

## **10. PAYMENT**

The contract prices shall be paid to the contractor within thirty days of Town of Salem's receipt of copies of all manifest forms signed by the operator(s) of the hazardous waste facility (ies) to which the collected materials were delivered for disposal.

Payment to the contractor shall be made for the actual quantity of each specified bid item identified in the Bid Form.

#### 11. **PRE-COLLECTION CONFERENCE**

After execution of this agreement, but prior to starting the work, a pre-collection conference shall be held. The attendance of the contractor and his contract manager shall be mandatory. The Owner shall notify all other appropriate personnel of the time and site of the Conference. The Conference shall be held at the Town of Salem, Public Works Department, at a mutually agreed upon time. Procedures to be followed for the duration of the collection shall be established and discussed at this time. In addition, the contractor shall provide the Town with the proposed Work Plan, Safety Plan and Hazardous Response Plan.

#### 12. **INSURANCE**

The contractor shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the work being performed. The insurance shall include the specific coverage and be written for not less than the limits of liability and coverage identified or required by law, whichever is greater. All policies shall contain a provision that the coverage will not be cancelled, changed or renewal refused until a thirty (30) day written notice is given to the Owner. All insurances shall remain in effect until final payment. Certifications from the insurance carrier shall be submitted and shall state the type of coverage, limits of liability, and expiration date.

The limits of liability for the liability insurance required shall provide coverage for not less than the following amounts or greater where required by law:

|   |   |
|---|---|
| Workmen's Comp. and Employee Liability  | \$100,000 (each accident)<br>\$500,000 (disease policy limit)<br>\$100,000 (disease ea. employee) |
| Owner's Contractor's Protective Liability   | \$5,000,000 (combined single limit)   |
| Excess Liability (umbrella form)  | \$5,000,000 BI & PD combined  |
| Automotive Liability (all owned auto's hired)   | \$5,000,000 BI-per person<br>\$5,000,000 per accident   |
| Auto's non hired auto's private or other  | \$5,000,000 (PD)  |
| General Liability   | \$5,000,000 (BI & PD)   |
| General Liability<br>(comprehensive premises/operations,<br>explosion products, contractual independent<br>contractors<br>board form property damage personal injury) | \$5,000,000 (BI & PD combined each<br>occurrence)<br>\$5,000,000 (BI & PD combined aggregate)     |

#### 13. **Bond Requirements**

Each sealed Bid shall be accompanied by a certified check or Bid Bond in the amount of (5%) of the total bid and made payable to the Town of Salem, New Hampshire. Said bond or certified check will be forfeited in the event that the form of contract is not executed. Bonds must be written by a company duly licensed to conduct business in the State of New Hampshire.

#### **14. PERMITS**

It shall be the responsibility of the contractor to obtain all federal, state, and local permits which may be required and necessary to perform the work. The Town will assist the contractor when possible in obtaining said permits. The cost of any permits or fees associated with same shall be borne by the contractor.

#### **15. WORKMEN'S COMPENSATION**

The contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of his employees employed at the site of the project and in case any work is sublet, the contractor shall require the subcontractor, similarly, to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of his employees not otherwise protected.

#### **16. SOCIAL SECURITY ACT**

The contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance or old age retirement benefits, annuities now or hereafter imposed, or other remuneration paid to persons employed by the contractor on work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal Officials; and said Contractor also agrees to indemnify and save harmless the Town of Salem from such contributions or taxes or liability therefore.

#### **17. BASIS OF PAYMENT**

A. Bid Item #1, Collection Set up fee, shall consist of all costs necessary to organize, set up and conduct the project in accordance with these project documents, and shall be paid as a lump sum. This item shall include but not be limited to all general condition requirements and all other project requirements which are not covered by the remaining bid items. Reimbursement shall be at the actual contract price bid and shall consist of all costs necessary to properly collect, sort, package, transport and dispose of the identified household hazardous wastes and containers that are emptied.

B. Bid Items #2 through #14 consisting of the following items

|   |                                 |
|---|---------------------------------|
| #2 Consolidated Organic Liquids             | 55 gallon drum                  |
| #3 Consolidated Liquid Paints (no sludge)   | 55 gallon drum                  |
| #4 Consolidated Anti-freeze                 | 55 gallon drum                  |
| #5 Consolidated Paint (w/cans)              | 55 gallon drum                  |
| #6 Lab packed Chemicals                     | 55 gallon drum                  |
| #7 Consolidated Misc. Chemicals             | 5 gallon pail                   |
| #8 Aerosol Cans                             | 55 gallon drum                  |
| #9 Pesticides                               | 55 gallon drum                  |
| #10 Asbestos                                | 55 gallon drum                  |
| #11 Miscellaneous Hazardous Wastes          | 16 gallon drum                  |
| #12 Household Dry Batteries                 | 5 gallon pails                  |
| #13 Miscellaneous Oxidizers                 | 16 gallon drum                  |
| #14 Misc. Consolidated Acids/Alkaline Bases | 55 gallon drum                  |
| #15 Old Gasoline                            | No more than (1) 55 Gallon drum |

All collecting, analyzing, sorting, packaging, transporting and disposing of identified household hazardous wastes and emptied containers shall be paid for at the contract unit price bid per container of the material type and size specified.

C. Bid item #15, Polychlorinated Biphenyl (PCB) Contaminated Waste shall consist of all costs associated with disposing of PCB contaminated waste if containers are found to be contaminated after analysis. This item shall only be used if a container is found to have a contamination level greater than 40 PPM. It is the Owner's intent not to accept any PCB contaminated wastes. This item pertains only to contamination discovered after the containers have left the collection site. Disposal of Polychlorinated Biphenyl Contaminated Waste shall be paid for at the contract price bid per container of the size specified.

## **18. HAZARDS**

The Contractor warrants that it understands the currently known or suspected hazards which are presented to persons, property and the environment by transport, treatment and disposal of wastes. The Contractor further warrants that it shall perform all services under this contract in a safe, efficient expeditious and lawful manner using industry-accepted practices in full compliance with all applicable New Hampshire and Federal laws and regulations.

## **WORK PLAN**

The following plan describes how the Town of Salem proposes to handle the household hazardous waste cleanup activities on the cleanup day.

### **MATERIAL FLOW**

As a homeowner arrives at the designated facility, posted signs shall direct him to the reception area. At that point, Town representatives shall meet the incoming vehicle and elicit general information from the participant (e.g., Town of residence, types and amounts of wastes brought to the facility.)

The participant then drives to the collection area where the waste material shall be removed from the vehicle and taken to the handling tables by Contractor representatives. At this point, the Contractor takes custody of the waste. Once removed, the participant will be directed toward the exit. An information booth shall be set up near the exit where the participant can park, fill out a questionnaire, and obtain information on waste disposal, household hazardous wastes, health effects, etc.

In the event that a participant exceeds the amount of waste allotted for disposal (10 gallons or approximately 30 pounds), the Owner's project manager shall be so advised. The excessive waste shall be accepted per the authority of the Owner's Project Manager.

The waste will be removed from the participant's vehicle by the Contractor's representative and shall be handed over the "hot line" along with its accompanying information sheet.

The Contractor shall segregate known wastes from unknown wastes. Separate tables shall be used. Known waste shall be transferred from its table to one of three repackaging tables: solvents, corrosives, and pesticides and/or poisons. The Contractor's personnel shall man those tables, repack the waste as necessary, record information about those wastes for manifest purposes and containerize the wastes in 55-gallon drums. The wastes shall be packaged on-site so that they may be properly disposed of, e.g., as lab packs, etc. All paints accepted shall be bulked on site.

Unknown wastes shall be transferred from the collection table to the analysis area by the Contractor. The Contractor shall conduct simple chemical analysis on these wastes to determine appropriate classification. Following classification, those wastes shall then be packaged at this location for transportation to an authorized hazardous waste facility.

Once the drum has been filled with waste, it shall be properly closed and transferred to the box trailer for storage. Manifests shall be initiated by the Contractor. Upon completion of the collections at the end of each day, the vehicle shall transport the wastes to an authorized treatment or disposal facility. No drums shall leave the site until, they are properly packaged.

**If you choose not to bid, please complete the questionnaire below and return it with your response by the bid open date. Your assistance in helping us to analyze no bid rationale is very much appreciated. Thank You.**

### **NO BID QUESTIONNAIRE**

A no bid is submitted in reply to the Town of Salem, NH invitation for bids for (enter requirement description):\_\_\_\_\_

Dated \_\_\_\_\_, for the following reasons:

(\_\_\_) Item not supplied by our company.

(\_\_\_) Bid specification (give reasons(s) e.g., too restricted, not clear, etc.)

\_\_\_\_\_

(\_\_\_) Profit margin too low

(\_\_\_) Past experience with the Town of Salem [give specifics – e.g. payment delay, bid process, admin problems etc.]

\_\_\_\_\_

(\_\_\_) Insufficient time allowed to prepare and respond to bid request.

(\_\_\_) Bid requirements too large\_\_\_ or too small\_\_\_ for our company.

(\_\_\_) Priority of other business opportunities limits time.

(\_\_\_) Other reason(s). Please specify:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Name:\_\_\_\_\_

Address: \_\_\_\_\_

Phone:\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title



**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

|   |   |  |
|---|---|--|
| Print or type<br>See Specific instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.   |  |
|   | 2 Business name/disregarded entity name, if different from above  |  |
|   | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.<br><input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br>(Applies to accounts maintained outside the U.S.) |
|   | 5 Address (number, street, and apt. or suite no.)   | Requester's name and address (optional)<br><b>Town of Salem, NH<br/>33 Geremonty Drive<br/>Salem, NH 03079</b>   |
|   | 6 City, state, and ZIP code   |  |
|   | 7 List account number(s) here (optional)  |  |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

|                                |  |  |  |   |  |  |  |  |
|--------------------------------|--|--|--|---|--|--|--|--|
| Social security number         |  |  |  |   |  |  |  |  |
|                                |  |  |  | - |  |  |  |  |
| or                             |  |  |  |   |  |  |  |  |
| Employer identification number |  |  |  |   |  |  |  |  |
|                                |  |  |  | - |  |  |  |  |

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

|                  |                                  |              |
|------------------|----------------------------------|--------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ _____ | Date ▶ _____ |
|------------------|----------------------------------|--------------|

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.