



CITY OF LEBANON
DEPARTMENT OF PUBLIC WORKS
193 Dartmouth College Highway
Lebanon, NH 03766

Street Sweeping
REQUEST FOR PROPOSALS
2012 Street Sweeping

1. General:

The City of Lebanon, New Hampshire (hereafter referred to as the CITY) is seeking the services of a Street Sweeping Company (hereafter referred to as the CONTRACTOR) lawfully engaged in the practice of these services in New Hampshire for sweeping streets. Interested CONTRACTOR should respond to this request on or before the time due for submission.

Following the receipt of the proposals, City staff shall evaluate the proposals and review for selection.

Emphasis in selecting a CONTRACTOR shall be placed on the CONTRACTOR's experience in projects similar to those which the City anticipates doing.

2. Statement Submission:

In order to be considered responsive, proposals must be submitted to Mr. Earl LaBonte, Maintenance Services Manager, Lebanon Public Works, 193 Dartmouth College Highway, Lebanon, New Hampshire, 03766, telephone (603) 448-3112.

Proposals must be received no later than 2:00 PM on February 28, 2012 to be eligible for consideration by the City. Proposals shall be submitted in a sealed envelope, which is clearly marked "2012 Street Sweeping."

3. Guidelines for Prospective CONTRACTOR:

It is the policy of the CITY that Contracts be awarded only to responsible CONTRACTORS. In order to qualify as responsible, a prospective CONTRACTOR must meet the following standards as they relate to this request:

- a. Have the adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- b. Have the necessary experience, organization, technical and professional qualifications, skills, equipment and facilities;
- c. Be able to comply with the proposed or required time of completion or performance schedule;
- d. Have a satisfactory record of performance and documented successful completion of similar projects.

4. Timetable:

Proposals: Due February 28, 2012

Selection: Within 20 Days of Proposal acceptance

Work Schedule: All sweeping to be accomplished between April 15th - May 15th of each year.

5. Limitations:

This Request for Proposals does not commit the CITY to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies.

The CITY reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this Request for Proposals, if in the best interest of the CITY to do so.

6. Revisions to the Request for Proposals:

Any questions or inquiries must be submitted in writing and must be received by the Public Works Maintenance Services Manager no later than seven (7) calendar days before the proposal date in order to be considered. Any changes to the work scope will be provided to all CONTRACTORS of record.

Sections 7 through 15 are shown for the information of the proposed CONTRACTOR, and will be part of the Terms and Conditions governing the Contract.

7. Insurance:

Per the attached sheet (please refer to page 9).

8. Contract Award:

Any Contract entered into by the CITY shall be in response to the proposal and subsequent discussions. The award shall be based on adequate financial resources for performance, or ability to obtain such resources, possession of the necessary experience, organization, technical and professional qualifications, skills, equipment and facilities, ability to comply with proposed or required time of completion or performance, possession of a satisfactory record of performance and cost.

9. Modifications After Award:

The CITY reserves the right to incorporate minor modifications which may be required. The CONTRACTOR will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request if he can prove that the timing or extent of the modification implies a major effort on his part.

10. Payment Schedule:

Invoices are due in duplicate and payable monthly by the third Friday of the following month. Invoices are to be for the actual dollar value of the services provided.

Unless otherwise stated, payment will be net thirty (30) days after the receipt of a correct invoice for reasonable work allocable to the contract or after date of acceptance of work that meets contract requirements.

11. Arbitration:

Any controversy arising out of or relating to this Contract or the breach thereof shall be settled by arbitration. The parties shall select an arbitrator. The arbitrator shall adopt appropriate arbitration rules similar to the American Arbitration Association or any other arbitration procedure. The place of arbitration shall be in Lebanon, New Hampshire. The arbitration hearing shall be held within thirty (30) days after the notice of arbitration is delivered by one party to the other party. In the event the parties are unable to agree on the arbitrator then application can be made to the Grafton County Superior Court under RSA Chapter 542. The arbitrator shall also have the power to determine the interpretation of any provision of the Contract contained herein.

12. Termination of Contract by the City:

In the event the CONTRACTOR shall fail to perform as required under this Contract, the CITY shall then give notice to the CONTRACTOR in writing describing the default, the action to cure the default and the time within which the default is to be cured. If the CONTRACTOR does not cure the default within the time prescribed by the CITY, then the CITY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR of the termination and specifying the effective date. In the event of the termination, all finished or unfinished documents, data, programs and reports prepared by the CONTRACTOR shall, at the option of the CITY, become its property. If the Contract is terminated by the CITY, the CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the services covered by the Contract, less payments previously made and less payments made by the CITY to another contractor to complete the Contract.

13. Termination for Convenience of the CITY:

The CITY may terminate the Contract at any time by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and materials, at the option of the CITY become its property. If the Contract is terminated by the CITY as provided herein, the CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the services covered by the Contract, less payments previously made by the CITY.

14. Indemnification:

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and its agents or employees, from and against all claims, damages, losses, expenses, actions or liabilities of every kind or character, either direct or indirect, at law or in equity, including but not limited to attorney's fees, arising out of or resulting from the performance of this Contract, regardless of negligence. None of the foregoing provisions shall deprive the CITY of any action, right or remedy otherwise available to it under law. In the event that the CONTRACTOR is requested but refuses to honor the indemnity obligations hereunder, then the CONTRACTOR shall, in addition to all other obligations, pay to the CITY the cost of bringing any action at law or in equity, including but not limited to attorney's fees, to enforce this indemnity.

The CONTRACTOR's obligation to indemnify as provided herein shall survive the termination or expiration of this Contract, and said obligation of indemnification shall not be limited or diminished by the presence or absence of insurance

required hereunder, or otherwise.

15. Contract:

The Contract between the City of Lebanon and the CONTRACTOR shall consist of (1) the Request for Proposals (RFP) and any amendments thereto, and (2) the CONTRACTOR's proposal submitted in response to the RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and referenced in the Request for Proposal shall govern. However, the City of Lebanon reserves the right to clarify any contractual relationship in writing with the concurrence of the CONTRACTOR, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the CONTRACTOR'S proposal. In all other matters not affected by the written clarification, if any, the request for proposal shall govern. The Offeror is cautioned that his proposal shall be subject to acceptance without further clarification.

16. Project Timetable:

Work shall be completed prior to May 15th of each year. Projected work schedule to be provided prior to April 15th each year.

17. Scope of Services:

It is recommended that a site visit be made. The City will not provide traffic control; traffic control should be included in the price given.

- A. The intent of the Contract is to provide a self-propelled, mechanical street sweeper with operator to sweep and pick up debris in the downtown, curbed sub-divisions, and other designated roadways within the City. The intent is to provide a clean roadway surface, curb-to-curb, or edge of pavement-to-edge of pavement.
- B. Work is to be performed between April 15-May 15 of each year, or as otherwise approved by the Director of Public Works. Work hours are to be from 7 AM to 9 PM. Work scheduled outside of these hours will require prior approval from the Public Works Director or his designee.
- C. The City will provide dumping locations for removal by the City at a later date.
- D. CONTRACTORS shall provide a list of street sweepers to be utilized and a list of references.

- E. The CONTRACTOR shall coordinate street sweeping activities during hours that avoid conflicts with on-street parking and rush hour traffic.
- F. Payment for (Item 1) street sweeping shall be at a bid price of curb mile times the total curb miles swept, as listed in the street sweeping list, affected herein.
- G. The intent of item #2 on the Proposal Summary, price per hour, is to provide compensation for hours actually worked in sweeping specialty areas, such as five (5) municipal parking lots. No additional work is to be added without the authorization of the Public Works Director.
- H. Street sweepers shall be provided with functional water systems, which the contractor shall utilize in order to minimize dust and air pollution issues. City water is available at locations specified by the City at no extra cost to the contractor. City water, when used, will only be provided with and by City personnel with the appropriate metering and backflow protection.
- I. The purpose of this Contract is to establish a sweeping contract with five (5) option years for street sweeping. The City reserves the right to terminate the option years of the contract for non-performance or non-appropriation of funds.

18. Preparation of Proposals:

Proposals shall be submitted on the forms provided and must be signed by the CONTRACTOR or his authorized representative.

CONTRACTOR must provide proposal on all items appearing on the proposal form unless specific directions in the advertisement or on the proposal form allow for partial bids. Failure to provide a proposal on all items may disqualify the proposal.

Unless otherwise stated in the proposal, prices shall remain in effect for a period of thirty (30) days after the date and time for receipt of proposals.

STREET SWEEPING PROPOSAL

Proposal Summary

Furnish mechanical sweeper, with operator to sweep designated streets and parking lots within the City of Lebanon.

2012

ITEM

- | | |
|--|------------------------------------|
| 1. _____ Price per curb mile, written | \$ _____ Figure (per curb mile) |
| 2. _____ Price per hour, written | \$ _____ Figure (per hour) |

Option year 1

ITEM

- | | |
|--|------------------------------------|
| 1. _____ Price per curb mile, written | \$ _____ Figure (per curb mile) |
| 2. _____ Price per hour, written | \$ _____ Figure (per hour) |

Option year 2

ITEM

- | | |
|--|------------------------------------|
| 1. _____ Price per curb mile, written | \$ _____ Figure (per curb mile) |
| 2. _____ Price per hour, written | \$ _____ Figure (per hour) |

Option year 3

ITEM

1. _____ \$ _____
Price per curb mile, written Figure (per curb mile)

2. _____ \$ _____
Price per hour, written Figure (per hour)

Option year 4

ITEM

1. _____ \$ _____
Price per curb mile, written Figure (per curb mile)

2. _____ \$ _____
Price per hour, written Figure (per hour)

Option year 5

ITEM

1. _____ \$ _____
Price per curb mile, written Figure (per curb mile)

2. _____ \$ _____
Price per hour, written Figure (per hour)

CERTIFICATE OF INSURANCE

ISSUE DATE(MM/DD/YY)

Producer:

COMPANIES AFFORDING COVERAGE

- (A)
- (B)
- ©
- (D)
- (E)

Insured:

COVERAGES:

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE (MM/DD/YY) | POLICY EXPIRATION (MM/DD/YY) | LIMITS |
|-----------|---|------------------|-----------------------------------|------------------------------------|--|
| | Commercial General Liability | | | | \$500,000 each person \$2,000,000 aggregate \$1,000,000 Project aggregate |
| | Comprehensive Automobile Liability | | | | \$500,000 each person \$500,000 each occurrence |
| | Umbrella or Excess Liability | | | | \$1,000,000 Aggregate |
| | Workers' Compensation and Employers Liability | | | | Statutory |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

CERTIFICATE HOLDER NAMED AS A NAMED
INSURED:

City of Lebanon
51 North Park Street
Lebanon, NH 03766

CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left.

AUTHORIZED REPRESENTATIVE:

Note: The expiration date of the policy should be after the completion of the project or event, as applicable. Note: Thirty (30) day cancellation notice required



AGREEMENT

THIS AGREEMENT, made this ____ day of _____, by and between **City of Lebanon** 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:

1. The CONTRACTOR will commence and complete the performance of work as outlined in the document entitled "2012 Street Sweeping", City of Lebanon dated _____ hereinafter referred to as the "CONTRACT DOCUMENTS", which is incorporated as an integral component of this contract.
2. The CONTRACTOR will furnish all the materials, supplies, tools, equipment, labor and other services necessary to perform the work outlined in the REQUEST FOR Proposals. In the event the CONTRACTOR fails to perform the work outlined in the REQUEST FOR Proposals in a manner satisfactory to the OWNER, the OWNER reserves the right to terminate this AGREEMENT.
3. The CONTRACTOR will commence the work required by the REQUEST FOR Proposals DOCUMENTS within ____ calendar days after the date of the NOTICE TO PROCEED. The OWNER has the right to terminate this contract after the first delivery period which ends on or before April 15, 2012. The OWNER reserves the right to issue a NOTICE TO PROCEED for the second delivery period (April 15, 2013 - May 15, 2013), and for each option year thereafter.
4. The CONTRACTOR agrees to perform all the WORK described in the REQUEST FOR Proposals in accordance with the price structure established in the PROPOSAL SUMMARY.
5. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the REQUEST FOR Proposals.

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

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

CONTRACTOR:

BY: _____

(Title)

(SEAL)

ATTEST:

NAME: _____

(please type)

TITLE: _____

OWNER:

City of Lebanon

BY: _____

(Title)

(SEAL)

ATTEST:

NAME: _____

TITLE: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

NOTICE OF AWARD

TO: _____

RE: STREET SWEEPING CONTRACT

The OWNER has accepted the PROPOSAL submitted by you on _____, 20____, for the above described contract in response to its Request for Proposals.

You are required by the CONTRACT DOCUMENTS to execute the attached Agreement and furnish the required Performance BOND, Payment BOND and Certificates of Insurance within ten (10) calendar days from the date you are notified.

If you fail to execute said Agreement, to furnish said BONDS, or Certificates of Insurance within ten (10) calendar days, said OWNER will be entitled to consider all rights arising out of the OWNER's acceptance of your PROPOSAL as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

Dated this _____ day of _____, 20 _____.

(Owner)

By

Title

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged this the _____ day of _____, 20 _____.

By _____.

Title _____

NOTICE TO PROCEED

TO: _____

DATE: _____

SUBJECT: STREET SWEEPING CONTRACT, City of Lebanon

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20____, on or before _____, 20____. Work may continue until a STOP WORK NOTICE is issued by the City of Lebanon.

City of Lebanon, New Hampshire

(Owner)

BY _____

Greg Lewis, City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

BY _____

this the _____ day of _____, 20____.

BY _____

Title _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____ (Name of Contractor)

_____ (Address of Contractor)

a _____ hereinafter called
(Corporation, Partnership or Individual)

Principal, and _____
(Name of Surety)

_____ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

The City of Lebanon
51 North Park Street
Lebanon, New Hampshire 03766-1317

hereinafter called OWNER, in the penal sum of \$ _____ Dollars (\$ _____),in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, _____, a copy of which is hereto attached and made a part hereof for the:

PROJECT: _____

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety, and if the PRINCIPAL shall satisfy all claims and demands incurred under such Contract and shall fully indemnify and save harmless the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time,

alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, which shall be deemed an original, this the _____day of _____, _____ .

Principal

Title

(Seal)
ATTEST:

By: _____

Address

Witness as to Principal

Surety
By: _____
Attorney-in-Fact

(Seal)
ATTEST:

By: _____

Address

Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Principal is Partnership, all partners must execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570) as amended and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND
(In accordance with New Hampshire
Revised Statutes Annotated, Chapter 447)

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership, or Individual)

Principal and _____

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the

City of Lebanon New Hampshire

(Name of Owner)

51 North Park Street. Lebanon, NH 03766-1317

(Address of Owner)

hereinafter called OWNER, in the penal sum of \$ _____
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, _____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, or corporation having any claim for SUBCONTRACTORS, labor performed or furnished, for equipment hired, including trucks, for material used and for fuels, lubricants, power, tools, hardware and supplies purchased by the Principal and used in carrying out the contract, and for labor and parts furnished upon the order of the Principal for the repair of equipment used in carrying out the contract, in accordance with the provisions of RSA 447:15, 16, 17 and 18, and satisfy all claims and demands incurred under such contract, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the notice required under this BOND to obtain benefits under this obligation by any person, firm, or corporation having any claim for labor, labor performed, materials, machinery, tools, equipment or supplies, shall extend for a period of ninety (90) days after the completion and acceptance of the work of the contract by the OWNER as signified by the filing and acceptance of a CERTIFICATE OF COMPLETION. Such notice shall consist of a statement of the

claim and must be filed in the office of the Clerk of the Superior Court of the County within which the contract shall be principally performed. The Clerk of the Superior Court is required to send a copy of the statement of claim by mail to the Principal and Surety hereunder. Any person, firm or corporation shall within one (1) year after filing such claim file a petition in the Superior Court for the County within which the contract shall be principally performed to enforce the claim in accordance with the provisions and requirements of RSA 447:18.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts each one of which shall be deemed an original, this the _____ day of _____, _____.

(Witness as to Principal)

(Address)

(Witness as to Surety)

(Address)

(Principal)

By: _____

(Name and Title)
Duly Authorized

(Address)

(Surety)

By: _____

Attorney-in-Fact
Duly Authorized

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.