

INVITATION TO BID

Bid 2016-003 Purchase and Delivery of Aggregates

I. INTENT

The Town of Hampton, acting through its Town Manager for the Hampton Public Works Department, in accordance with the provisions of New Hampshire Revised Statutes Annotated Chapter 37, Section 6 and the provisions of the Town of Hampton Purchasing Policy requests sealed written bids proposals from qualified Vendor(s) for pricing on the purchase of and delivery of the following materials: Crushed Gravel, Crushed Aggregate for shoulders, Crushed Stone (fine), 6” Minus Rip Rap, and Winter Sand for the calendar year 2016.

II. INSTRUCTION TO BIDDERS

All inquiries regarding the bid document, bid procedure, and any technical aspect may be directed to Frank Swift, Highway Foreman, at (603) 929-5927 weekdays between the hours of 7:00 am and 3:30 pm, or by email fswift@town.hampton.nh.us.

All bids shall be submitted in conformance with this Invitation to Bid and all its sections, and any attachments, and any addenda distributed, all requested information must be supplied. Failure to comply will be reflected in the evaluation of the bid, and may result in disqualification of the bidder.

No proposal will be considered which stipulates that the Town shall guarantee to order a specific quantity of any type of material.

III. DETAILED SPECIFICATIONS

The “Bid Proposal Form” provides the estimated quantities of materials to be supplied. The Town reserves the right to increase or decrease such estimated quantities as necessitated by field conditions and budget considerations. Costs submitted will be on the unit costs per ton basis; delivered as measured by approved scales.

It is the Town’s intent to award bids separately for each type of materials to the lowest qualified bidder.

IV. SCOPE OF SERVICES

The successful vendor(s) shall deliver to the Town the following materials for purchase by the Town

1. Materials. All materials shall comply with the requirements and specifications of the most recent version of the *NHDOT Standard Specifications for Road and Bridge Construction*.
2. Amounts. The approximate desired material type and amounts are as follows:

Material	Approximate Tonnage Desired
Bank Run Gravel (NHDOT Spec#304.2)	300
3/4” Crushed Gravel (NHDOT Spec#304.3)	500
3/4” Crushed Stone (NHDOT Spec#304.5)	150

Material	Approximate Tonnage Desired
Crushed Aggregate for shoulders	100
3/8' Winter Sand*	500
6" Minus Rip Rap	200

*Note that the Washed Winter Sand - 100% shall pass a 3/8" sieve, only 0-5% shall pass the #200 sieve.

V. DELIVERY

It shall be the obligation of the successful vendor(s) to deliver the materials on time and on the specified dates as decided by the DPW Director or his designee following award of this bid, the successful vendor(s) shall coordinate the scheduling of all deliveries with the DPW Director or his designee. At a minimum, the Town shall be given one (1) week's notice prior to the delivery of the materials.

The DPW Director or his designee shall communicate to the successful vendor(s) the type and quantities of materials to be delivered. The delivery date and time shall be arranged as mutually agreed upon; however, not more than 30 days from award of bid. **Delivery will not be accepted on rainy days, or if the material(s) is saturated.**

The materials shall be delivered in a timely and professional manner, to all specifications and criteria contained in this invitation to bid document.

All materials purchased shall be delivered to the Public Works Department, 1 Hardardt's Way, Hampton, NH.

If damage to buildings, materials, equipment or to other property of the Town of Hampton occurs during the during the delivery of the materials due to the negligence of the vendor's employees, including damage caused by the equipment, and/or materials used, the damage shall be repaired at the vendor's expense.

VI. INSPECTION OF MATERIALS

The DPW Director or his Designee reserves the right to perform inspections in accordance with all specifications and criteria contained in this invitation to bid document.

VII. CORRECTION OF DEFECTIVE MATERIALS

Any material deficiencies identified by the DPW Director or his Designee shall be corrected at the expense of the Vendor.

The Town of Hampton shall require replacement of defective material. Upon failure of the successful vendor(s) to replace defective material, the Town of Hampton shall withhold any amount necessary for the correction of defective materials from payments due to the successful vendor(s).

VIII. METHOD OF MEASUREMENT AND WEIGHING

Weigh slips will be delivered to the Town at the conclusion of the delivery of the materials.

All materials which are measured or proportioned by weight shall be weighed on scales which the bidder has had sealed by the State of New Hampshire or by a repairman registered by the Commissioner of Agriculture. All weighing shall be performed in a manner prescribed under the rules and regulations of the Bureau of Weights and Measures of the New Hampshire Department of Agriculture.

Weighing of materials on scales located outside the State of New Hampshire will be permitted for materials produced outside the State when requested by the vendor. Materials must be approved by a licensed public weigh-master or a person of equal authority in the State concerned, on scales accepted in the State concerned.

IX. USE OF SUBCONTRACTORS

The use of subcontractors will not be allowed under this contract.

X. CONTRACT AGREEMENT

The vendor(s) selected through the award process will be required to enter into a contract agreement with the Town of Hampton and to execute the contract agreement within two weeks of the date of award, unless prior arrangements are made with the DPW Director or his designee. This document "2016-003 Purchase and Delivery of Aggregates" and "Bid Proposal Form" shall become part of the contract agreement.

The selected vendor(s) and/or its employees shall not represent themselves as employees or agents of the Town of Hampton.

The selected vendor(s) shall be responsible for furnishing the labor and materials necessary to successfully accomplish the scope of services.

XI. LAWS, PERMITS AND LICENSING

It shall be the selected vendor(s)'s responsibility, and anyone employed by the selected vendor(s), to adhere to and comply with all federal, state and local laws, regulations, and codes as well as with all standards and practices relating to the work being performed or the services provided. In addition, it is the selected vendor(s)'s responsibility, and anyone employed by the selected vendor(s), to procure and keep in effect any and all licenses, permits, notifications or other regulatory requirements relating to the work to be performed or the services to be provided.

XII. NON-ASSIGNMENT

Neither the selected vendor(s) nor the Town shall assign, transfer, convey, or otherwise hypothecate the contract or their rights, duties, or obligations hereunder or any part thereof without the prior written consent of the other, which consent shall not be unreasonably withheld.

XIII. INDEMNIFICATION

In accepting the awarded contract, the selected vendor(s) agrees to hold harmless and indemnify the Town of Hampton and its officers, agents, and employees from any liability and any all claims, suits, damages, and attorney's fees and costs, arising from the work to be performed.

XIV. TERMINATION

The Town of Hampton acting through the Town Manager retains the right to terminate and dismiss the selected vendor(s) for non-performance, or poor performance with five (5) working days' notice. Additionally, the Town of Hampton acting through the Town Manager reserves the right to negotiate a contract agreement with the next qualified vendor(s) for completion of the contract.

XV. PAYMENT

The basis for payment shall be determined by actual quantity of materials delivered, and as inspected and accepted by the DPW Director or his designee.

Payment shall be made within 30-days of receipt of an invoice for the quantity of materials delivered for the period billed in writing and authorized by DPW Director or his designee. Payment of invoice automatically releases any lien that the invoice may have provided against the Town.

Any scheduled item of work to be done and or materials to be furnished may be increased, decreased or omitted as hereinafter provided, and no claim for loss, anticipated profits or costs incurred in anticipation of work not ultimately performed will be allowed due to such increase or decrease.

Invoicing Instructions. All invoices shall include the following information:

1. Company name
2. Date of delivery
3. Quantity of materials delivered
4. Weigh slips for materials delivered
5. Contract number

XVI. INSURANCE REQUIREMENTS

The insurance required for the award of the contract shall provide adequate protection for the selected vendor(s) against damage claims, which may arise from work under the awarded contract, whether such work be by the insured or by anyone employed by him, and also against any of the hazards which may be encountered in the performance of the contract as enumerated in the supplementary general conditions.

The Town of Hampton shall be named as an additional insured on the insurance certificates. Such certificates shall also contain the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after 10-days written notice has been received by the Town of Hampton."

The following shall be considered minimum standards for insurance required to perform the work or services provided in the Town of Hampton:

1. General Coverage

To be eligible to be awarded the contract to perform the work required, the selected vendor(s) shall submit to the Town a current certificate of insurance for General Liability; Automobile Liability; Excess Liability; Property Liability (All risk including Theft & Fire) from a company licensed to issue such insurance in the State of New Hampshire in the following amounts,

which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Each Occurrence	\$2,000,000.00
General Aggregate	\$2,000,000.00

2. Workers' Compensation

To be eligible to be awarded the contract to perform the work required, the selected vendor(s) must submit to the Town a current certification of Workers' Compensation Insurance in accordance with the provisions of New Hampshire law from a company licensed to issue such insurance in the State of New Hampshire in the following amounts, which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Coverage A	Statutory
Coverage B	\$2,000,000.00

3. Cancellation of Insurance

The cancellation of any insurance held by the selected vendor(s) will automatically cancel any contract. Each insurance policy shall contain a provision that the certificates of insurance shall not be altered or cancelled except with 10-days written notice to the Town of Hampton.

XVII. SUBMITTAL REQUIREMENTS

All prospective bidders are expected to carefully examine the Invitation to Bid and all its sections, and any attachments, and any addenda distributed before submitting a bid proposal. Failure to do so will not relieve the selected bidder of the obligation to furnish all equipment and labor necessary to carry out the provisions of the Invitation to Bid. The submission of a bid proposal shall be considered prima facie evidence that the bidder has made such examination and has taken into account the Town's intent.

All costs related to the bid proposal preparation and/or submission will be borne by the submitting bidder in responding to this Invitation to Bid or in responding to any request for interviews, additional information, etc. prior to the issuance of a contract.

Any bid proposal which is incomplete, conditional, or obscure, or which contain erasures, alterations or other irregularities of any kind, or in which errors occur or contain abnormally high or low costs, may be rejected.

The completed Bid Proposal Form must contain the full name of the company and the address. Failure to manually sign the Bid Proposal Form will disqualify the submitting bidder. The person signing the Bid Proposal Form shall show title or authority to bind the firm in a contract agreement. Company name and authorized signature must appear on the Bid Proposal Form in the space provided

The cost shall be stated in both words and figures on the Bid Proposal Form. All words and figures shall be written in ink. In case of a discrepancy between the figures and the words, the written words shall govern.

All submitted bid proposals shall be sealed and shall contain one (1) original and two (2) copies of the completed bid proposal package. This includes this entire document, including the Bid Proposal Form, all attachments, and any addenda distributed.

All vendor(s) are required to provide the following information with their submissions, and in the order that follows:

1. Original and two (2) copies of the Invitation to Bid
2. Bid Proposal Form
3. All attachments and any addendums
4. Summary of Qualifications
5. A list of three (3) references for which comparable services have been performed. This list shall include company name, person to contact, address and telephone number. Failure to include references will be ample cause for rejection of proposal as non-responsive. Preferred references include other local government agencies.

XVIII. RETURN OF SEALED BID PROPOSALS

Sealed bid proposals will be received until 3:00 PM on Thursday, April 28, 2016 at the Town Manager's Office, 100 Winnacunnet Road, Hampton, NH 03842. Sealed bid proposal envelopes must be clearly marked "2016-003 Purchase and Delivery of Aggregates".

No faxed or emailed bid proposal or faxed or emailed withdrawals of the bid proposal will be permitted. If a withdrawal is made in either fashion, it will be destroyed upon receipt.

A prospective bidder may withdraw its bid proposal, upon request to the Town Manager before the time of opening; the bid proposal will be returned unread. At the Town's discretion, late bid proposals may be returned to bidder unopened.

(1) Correction or Withdrawal of Bid Proposal and Cancellation of Awards under Competitive Sealed Bid.

Correction or withdrawal of inadvertently erroneous bid proposals before or after award, or cancellation of awards or contracts based on such bid proposal mistakes, shall be permitted at the Town's discretion. However, no changes in the proposed cost(s) or other provisions of the bid proposal prejudicial to the interest of the Town or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of a bid proposal, or to cancel awards or contracts based on errors or omissions, shall be supported by a written determination made by the Town Manager or his/her representative. No bid proposal may be withdrawn when the result would be to award the contract on another bid proposal of the same vendor(s) or of another vendor(s) in which the ownership of the withdrawing vendor(s) is more than five percent. If the Town Manager or his designee denies the withdrawal of a bid proposal, he shall notify the bidder in writing stating the reasons for his decision.

XIX. DISQUALIFICATION

A bidder may be disqualified and their bid proposal rejected for either of the following reasons: 1) failure to supply complete information as requested by this Invitation to Bid or 2) evidence of collusion among other bidders. Any bid proposal(s) so rejected for reason #2 will disqualify the bidder(s) involved from consideration in the future dealings with the Town.

XX. PURCHASING POLICY APPLIES

The Town of Hampton's Purchasing Policy and Purchase Procedures in Chapter 718 of the Hampton Code applies to any bid proposals received hereunder.

XXI. AWARD

The Town acting through the Town Manager reserves the right to reject any or all proposals, to waive any informality on the bids received, to omit any item or items and/or to accept any proposal as he may deem to be in the best interest of the Town. The decision of the Town Manager shall be final.

It is the intent of the Town to award the contract to the most qualified bid proposals that meets all necessary requirements stated in this document and appendices and in accordance with the Town of Hampton's Purchasing Policy and Procedures. The bid proposal shall be held firm until completion of the scope of services.

The lack of experience of prospective vendors may be grounds for disqualification in the award process.

The award will be made to the lowest responsive and responsible bid that meets the specifications contained herein on a total cost basis, with terms viewed as most favorable to the Town of Hampton. An award will only be made after evaluation of a submitted bid and the satisfactory negotiation of a final contract.

XXII. NO RESPONSE REQUEST

It is requested of all prospective bidders that if they will not be submitting a bid proposal to submit a letter of no response to the Town of Hampton.

XXIII. POSTING OF BIDS

This Invitation to Bid and any attachments, and any addenda distributed are posted on the Town's website at <http://hamptonnh.gov/wp-content/uploads/Townmanager/Forms/RFP>

All prospective vendor(s) seeking to submit a bid proposal are requested to inform the Town of Hampton by email at inquiries@town.hampton.nh.us that they have obtained the Invitation to Bid from the Town's Website. Please provide your name, address, phone number, and email address. This will enable the Town of Hampton to forward any addenda distributed and/or additional information that may be required for compliance with the Invitation to Bid document.

XXIV. GOVERNING LAW AND VENUE

This Invitation to Bid, the bid proposal document, and the contract agreement to be entered into shall be governed by the statutory and common laws of the State of New Hampshire and venue shall lie in the State Courts of the State of New Hampshire as to any dispute.

BID PROPOSAL FORM

Bid 2016-003 Purchase and Delivery of Aggregates

Town Manager
 100 Winnacunnet Road
 Hampton, NH 03842

The bidder shall specify here in figures and words the unit costs for the requested types of materials. In the case of a discrepancy between the figure amounts and the words, the written words shall govern.

All unit costs shall include all equipment, materials, labor, and tools incidental to the delivery of the materials to the Town. The unit costs to the Town shall be on the basis of “per ton” of materials delivered.

In accordance with the specifications, the undersigned hereby submits the following prices.

Bank Run Gravel (NHDOT Spec#304.2)	Unit Cost (Figures) \$	/ ton
	(Words)	Dollars Per Ton
3/4” Crushed Gravel (NHDOT Spec#304.3)	Unit Cost (Figures) \$	/ ton
	(Words)	Dollars Per Ton
3/4” Crushed Stone (NHDOT Spec#304.5)	Unit Cost (Figures) \$	/ ton
	(Words)	Dollars Per Ton
3/8’ Winter Sand*	Unit Cost (Figures) \$	/ ton
	(Words)	Dollars Per Ton
6” Minus Rip Rap	Unit Cost (Figures) \$	/ ton
	(Words)	Dollars Per Ton

* Washed Winter Sand - 100% shall pass a 3/8” sieve, only 0-5% shall pass the #200 sieve.

The undersigned is submitting this bid proposal without collusion with any other individual or corporation. By signing you are attesting that you are duly authorized by law to commit the individual, association, partnership, company or corporation to the terms of the Invitation to Bid and resulting contract. All bid proposals submitted shall be held firm and not withdrawn for 90 days from bid opening.

Name of Bidder _____

Address of Bidder _____

City, State and Zip Code of Bidder _____

Business Telephone of Bidder _____

Business Fax Telephone Number of Bidder _____

E-Mail Address of Bidder _____

Suppliers Website Address _____

Signature of Authorized Person _____

Date _____