

INVITATION TO BID
2016-018 Spot Herbicide Application

I. INTENT

The Town of Hampton, acting through its Town Manager for the Hampton Department of Public Works, 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 and Purchasing Procedures requests sealed written bids from qualified Contractors for the spot application of herbicides in several locations within the Town to control invasive plants.

II. INSTRUCTIONS

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 at fswift@town.hampton.nh.us.

All bid proposals shall be submitted in conformance with all sections of this document, and any attachments, and any addenda distributed, and all requested information must be supplied, failure to comply will be reflected in the evaluation of the bid proposal.

III. SCOPE OF WORK

The scope of work is for spot herbicide application to control invasive plants; poison ivy, poison oak, and poison sumac as described in Tables A, B, & C of the Bid Proposal Form for the calendar years of 2017, 2018, and 2019.

IV. DETAILED SPECIFICATIONS

A. Bidder Requirements

- a. Possess a NH Division of Pesticides Control special state permit for weed control spraying services.
- b. Employees who are spraying must be properly licensed, competent in the identification of invasive plants such as poison ivy, poison oak, and poison sumac, and are completely familiar with the products and equipment used. The Town of Hampton required anyone spraying the chemicals to be acting as professionals using the utmost caution.

B. Work Schedule

- a. The Contractor shall not commence work until a conference is held to review proposed work with the Town of Hampton:
- b. All work hours shall be pre-approved by the DPW Director or his designee. No premium charges shall be paid for any off-hour work;
- c. All work shall be performed from May through September, between the hours of 7:00 AM to 3:30 PM Monday through Friday, unless other arrangements are made in advance with the DPW Director or his designee. All work will be done in accordance with Town Ordinance 328-5.

- d. The Contractor shall inspect said designated areas with the DPW Director or his designee prior to beginning work.

C. Treatment Areas

- a. Treatment areas are in or adjacent to populated areas, upland, and wetland habitats.
- b. Targeted plants shall include poison ivy, poison oak, poison sumac, and invasive plants such as those listed in Table 3800 (New Hampshire Prohibited Invasive Species List) of CHAPTER Agr 3800 INVASIVE SPECIES.

D. Materials

- a. The Contractor shall provide all herbicides and adjuvants. Selected herbicide(s) shall be based on habitat type and target species, and shall be post-emergent herbicides having little or no soil activity. Selective herbicides shall be favored over non-Selective whenever possible.
- b. The Contractor shall observe and follow all applicable federal and state regulations on the storage, transport, handling, mixing, use, and application of the herbicide being used.
- c. The Contractor shall observe and follow all herbicide label precautions, restrictions, and recommendations of the chemicals being applied except in the instances described in Administrative Rule PES 502.01. Available online at <http://agriculture.nh.gov/rules/index.htm>
- d. Current and up-to-date labels and MSDS sheets of all chemicals being applied on Town property shall be on hand at the application site at all times during the term of this contract. Lawful recycle or disposal of all empty herbicide containers is the sole responsibility of the Contractor.

E. Method of Treatment

- a. The method of treatment, type of herbicides that are to be applied, and timing of application shall be determined and agreed upon by the Contractor and the DPW Director or his designee before work begins, during the months of May through September for each year.
- b. Treatment areas may require any of the following methods:
 - (i). Chemical: Foliar Spray; Stem Injection
 - (ii). Chemical/Mechanical: Cut Stump/Stem; Frill & Girdle
- c. The Contractor is expected to provide all equipment needed for foliar spray, stem injection, basal bark, cut stem, and frill & girdle treatments.
- d. Application methods and timing of application shall vary depending on target species, size of treatment area, and the presence of any sensitive resources such as wetlands or species of concern.
- e. If an application method requires cutting the target species, cutting shall be the responsibility of the Contractor, and application of herbicide to cut surface shall occur within five minutes of cutting. Removal and proper disposal of cut vegetation shall be the responsibility of the Contractor.
- f. All appropriate measures, such as those outlined in NH DOT Best Management Practices (BMP) for Roadside Invasive Plants. The BMP can be found on the NH DOT Website at

<http://www.nh.gov/dot/org/projectdevelopment/environment/units/technicalservices/documentss/BMPsforRoadsideInvasivePlants.pdf> The BMPs shall be implemented by the Contractor to avoid the spread of prohibited invasive plants to new sites while working.

- g. Herbicides shall not be applied during adverse or non-optimal weather conditions recommended for the application method and target species.
- h. Emphasis shall be placed on ensuring the application shall minimize exposure to people, facilities, and the surrounding environment.
- i. Impact to non-target species shall be avoided or minimized to the maximum extent possible.
- j. Following the initial treatment, at least 90 percent control of the target species shall be achieved after the first 60 days within a growing season.
- k. Growing season shall be defined as the period between the last freeze in the spring and the first frost in the fall. Control shall be measured by percent cover of living foliage. If control standards are not met, follow up treatment on all remaining areas shall be required at no additional cost to the Town

F. Permitting

- a. If the treatment area requires a permit from the NH Division of Pesticide Control for the application of herbicide, applying for the permit shall be the responsibility of the Contractor.

G. Reporting

- a. Within 30 days of the initial treatment, the Contractor shall submit to the DPW Director or his designee a written report of each herbicide application.
- b. The report shall include date and time of application; names and pesticide application license numbers of all applicators; copy of NH pesticide permit application package and permit (if applicable), applied chemical mixture data including the mixture constituent chemical names (to include any adjuvants or surfactants), concentration, and target rate; weather information including temperature and wind conditions; coordinates of target area(s); and target plant(s).

H. Inspection of Work

- a. All areas treated shall be inspected for results by the DPW Director or his designee. Inspections shall take place after 60 days within a growing season have passed following initial treatment. Treatment areas not meeting control requirements shall require remedial treatment on all remaining living foliage at the expense of the Contractor.
- b. The DPW Director or his designee reserves the right to perform random and periodic inspections at any time to ascertain the Contractor's compliance with contract requirements, and to ensure that anyone performing the spraying services is using caution and acting professionally.

I. Correction of Work

- a. All deficiencies, hazards, or safety associated with the Contractor's herbicide application shall be corrected at the expense of the Contractor.

- b. The Town of Hampton shall require correction of defective work. Upon failure of the Contractor to correct defective work, the Town of Hampton shall withhold any amount necessary from payments due to the Contractor, in order to correct the defective work.
- c. If damage to buildings, materials, equipment or to other property of the Town of Hampton occurs during the performance of the work due to negligence of the Contractor's employees, including damage caused by the equipment, and/or materials used, the damage shall be repaired at the Contractor's expense.

V. LIQUIDATED DAMAGES

The contract as awarded will contain a liquidated damages clause to the effect that a one-hundred (\$100.00) dollar per day penalty will be assessed for each day beyond the scheduled completion date that the work is delayed, due to other than weather conditions. Such late penalty shall be deducted from the payment for the work by way of liquidated damages.

VI. WARRANTY LAW

All Federal and State Warranty Laws apply to the materials and installation.

VII. CHANGE ORDERS

The selected contractor shall not proceed with work and materials that are not included in the bid proposal and contract requirements and specifications without written prior approval of a change order by the DPW Director or his designee.

VIII. CONTRACT AGREEMENT

The successful contractor 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 2016-018 Spot Herbicide Application, Bid Proposal Form and any associated documents shall become part of the contract.

The selected contractor and/or its personnel shall not represent themselves as employees or agents of the Town of Hampton.

IX. DURATION

The successful contractor selected through the award process will be required to enter into a three year contract agreement with the Town for the spot application of herbicides.

The contract will be for a three (3) year period beginning April 1, 2017.

For each year 2017, 2018 and 2019 funding will be subject to appropriation by the Town Meeting.

X. USE OF SUBCONTRACTORS

The use of subcontractors shall not be allowed under the awarded contract.

XI. SAFETY AND TRAFFIC CONTROL MEASURES

The selected contractor shall employ all measures and procedures of safety and traffic control applicable by local, state, and/or federal laws during the performance of services.

If the DPW Director or his designee deems that a police detail is necessary, the selected contractor shall contact the Hampton Police Department to arrange for the police detail. A minimum of 24 hours shall be given to the Hampton Police Department for the arrangement of or cancellation of a police detail. The selected contractor shall inform the DPW Director or his designee of all police detail arrangements. Police details shall be paid by the Department of Public Works.

Failure of the selected contractor to perform the requested work on the day they have arranged for a police detail without calling the Hampton Police Department to cancel, shall result in the police detail being paid for by the selected contractor.

The selected contractor shall inform the DPW Director or his designee of all police detail arrangements.

XII. PAYMENT

Payment will be made within 30-days of receipt of the submission of a completed invoice for the services billed in writing, with approval signoff of the DPW Director or his designee. Payment of each invoice shall automatically releases any lien that the invoice may have provided against the Town.

Payment will be made only for actual work performed and accepted in accordance with the contract. Any scheduled item of work to be done and materials to be furnished may be increased, decreased, or omitted by the DPW Director or his designee, 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) Location of work
- (3) Date work was completed
- (4) Brief description of services rendered
- (5) Contract number
- (6) Hourly rate charged

XIII. NON-ASSIGNMENT

Neither the selected contractor 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.

XIV. INDEMNIFICATION

In accepting the awarded contract, the selected contractor 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 or the services to be provided.

XV. LAWS, PERMITS, AND LICENSING

It shall be the successful bidder's responsibility, and anyone employed by the selected contractor 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 successful bidder's responsibility, and anyone employed by the selected contractor 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.

XVI. TERMINATION

The Town of Hampton acting through the Town Manager retains the right to terminate and dismiss the selected contractor 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 contractor for completion of the work.

XVII. INSURANCE REQUIREMENTS

The insurance required for the award of the contract shall provide for adequate protection of the selected contractor 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 work.

The following coverages are required in order to be awarded the contract:

1. General Coverage

To be eligible to be awarded the contract to perform the work required, the selected contractor 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 contractor 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 contractor 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.

The Town of Hampton shall be named as an additional insured on the insurance certificates.

XVIII. SUBMITTAL REQUIREMENTS

All prospective contractors 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 successful contractor 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 contractor has made such examination and has taken into account the Town's intent. Failure to comply will be reflected in the evaluation of the bid, and may result in disqualifications of the bidder.

All costs related to the bid proposal preparation and/or submission will be borne by the contractor 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 Company in a contract agreement.

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 bidders are required to provide the following information with their submissions, and in the order that follows:

1. (1) Original and two (2) copies of the Invitation to Bid with the Bid Proposal Form completed.
2. All attachments and any addendums.
3. Equipment Inventory.
4. A summary of the contractor's present workload, which shall contain a statement that demonstrates that the contractor has adequate personnel and resources to provide the services.
5. Submittal of a copy of the special State permit for weed control spraying services from the NH Division of Pesticides Control;
6. Copies of the licenses of all applicators that are to be involved with the work;
7. Proof of Bidder's Insurance required – with the Bid submittal each prospective bidder shall submit the Company's current Certificate of Insurance showing the type, amount, class of operations covered, effective date, and date of expiration of policies.
8. A list of three (3) references for which comparable services have been performed. This list shall include company's name, person to contact, address, and telephone number. Preferred references include other local government agencies.

XIX. RETURN OF SEALED BID PROPOSALS

Sealed Bid Proposals will be received until 2:00 PM on Tuesday, November 15, 2016 at the Town Manager's Office, 100 Winnacunnet Road, Hampton, NH 03842. Sealed bid proposal envelopes must be clearly marked "2016-018 Spot Herbicide Application."

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 Manager's sole 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 to another Bid proposal of the same Successful bidder(s) or of another Successful bidder(s) in which the ownership of the withdrawing Successful bidder(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.

XX. 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 future dealings with the Town.

XXI. PURCHASING POLICY APPLIES

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

XXII. AWARD

The award will only be made after evaluation of all Bid proposals submitted. The award is expected to be made within (10) ten working days of the Bid opening. The award of this bid shall in no way guarantee any amount of work to the successful bidder.

The award will be made to the most responsive and responsible Bid proposal that meets the specifications contained herein on a total cost basis, with terms viewed as most favorable to the Town of Hampton, and the satisfactory negotiation of a final contract.

The lowest cost proposal may not necessarily be selected, as the Town will also weigh the factors set forth in Section 718-4 to reach a final determination. Lack of experience of prospective bidders may be grounds for their disqualification in the award process.

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

XXIII. 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.

XXIV. 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 bidder(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.

XXV. GOVERNING LAW AND VENUE

This Invitation to Bid, the Bid proposal form, 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

Town Manager
 100 Winnacunnet Road
 Hampton, NH 03842

The bidder shall specify here in figures and words the total pricing for Tables A, B and C for the 2017, 2018, and 2019 Herbicide Treatment Seasons.

In the case of a discrepancy between the figure amounts and the words, the written words shall govern.

All pricing costs for Tables A, B and C shall include all equipment, materials, labor, labor cost, machinery, and tools incidental to the performance of the work.

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

NOTE: It is estimated that there will be at least five (5) applications administered during the herbicide treatment season for each treatment location in Table A and Table B. There will be a minimum of three (3) applications (Spring, Summer, Fall) or as needed for Table C.

(1) Table A Landfill Treatment Areas

Table A Landfill Treatment Areas	
Rip Rap	@ 5,650 square yards
37 Vents	@ 470 linear feet
Fence	@ 3,670 linear feet

Table A Lump Sum in Figures and Words for 2017 Herbicidal Treatment Season

Total Amount in Figures: \$ _____

Total Amount in Words: _____

Table A Lump Sum in Figures and Words for 2018 Herbicidal Treatment Season

Total Amount in Figures: \$ _____

Total Amount in Words: _____

Table A Lump Sum in Figures and Words for 2019 Herbicidal Treatment Season

Total Amount in Figures: \$ _____

Total Amount in Words: _____

(2) Table B Street Curbside Treatment

Table B	Street Curbside Treatment Locations	Length - Linear Feet
	Anne's Lane	@ 420
	A-Q Streets	@ 9,890
	Ashworth Ave	@ 8,440
	Ashworth Ave Parking Lot - East side only	@ 340
	Brown Ave	@ 510
	Church St	@ 1,150
	Dearborn Ave	@ 70
	Exeter Rd	@ 1,640
	High St	@ 9,880
	Highland Ave	@ 1,780
	Island Path and Island Path Parking Lot	@ 950
	Lafayette Rd	@ 13,720
	Landing Rd – Curbing and in front of retaining walls	@ 1,060
	Merrill Industrial Dr	@ 590
	Mill Rd	@ 2,580
	2 Parking Lots @ the end of High St & Cusack Rd	@ 1,510
	Park Ave sidewalk and in front of retaining wall at Meeting House Green	@ 3,070
	Stickney Terrace	@ 220
	Towle Ave along sidewalk	@ 1,100
	Watson's Lane	@ 340
	Winnacunnet Road from Landing Road to Park Ave	@ 610
	Around the Public Works compound and buildings	@ 2,000
	Total Linear Feet	61,870
	Total Miles	11.7

Price per application per mile multiplied by the number of applications = Total Amount

Table B Lump Sum in Figures and Words for 2017 Herbicidal Treatment Season

Total Amount in Figures: \$

Total Amount in Words:

Table B Lump Sum in Figures and Words for 2018 Herbicidal Treatment Season

Total Amount in Figures: \$

Total Amount in Words:

Table B Lump Sum in Figures and Words for 2019 Herbicidal Treatment Season

Total Amount in Figures: \$

Total Amount in Words:

(3) Table C Grist Mill Dam

Table C Grist Mill Dam

Control of invasive plants and poison ivy, oak, sumac, located at the Grist Mill Dam located at the intersection of High Street and Mill Pond Lane @ 2,800 square feet

Table C Lump Sum in Figures and Words for 2017 Herbicidal Treatment Season

Total Amount in Figures: \$

Total Amount in Words:

Table C Lump Sum in Figures and Words for 2018 Herbicidal Treatment Season

Total Amount in Figures: \$

Total Amount in Words:

Table C Lump Sum in Figures and Words for 2019 Herbicidal Treatment Season

Total Amount in Figures: \$

Total Amount in Words:

Table A, B, & C Total Price in Figures and Words for 2017 Herbicidal Treatment Season

Total Amount in Figures: \$

Total Amount in Words:

Table A, B, & C Total Price in Figures and Words for 2018 Herbicidal Treatment Season

Total Amount in Figures: \$

Total Amount in Words:

Table A, B, & C Total Price in Figures and Words for 2019 Herbicidal Treatment Season

Total Amount in Figures: \$ _____

Total Amount in Words: _____

Total Amount combined for A, B, & C for the Three Years in Figures:

\$ _____

Total Amount combined for A, B, & C for the Three Years in Words:

The undersigned is submitting this Bid without collusion with any other individual or corporation.

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 _____

Bidders Website Address _____

Signature of Authorized Person _____

Date _____

By signing above you are attesting that you are duly authorized by law to commit the individual, association, partnership, company, or corporation to the terms of the bid and resulting contract attached hereto.

All bids submitted shall be held firm and not withdrawn for 90-days from bid opening.