

INVITATION TO BID
2016-020 Snow Plowing and Removal

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, requests sealed written bids, from qualified contractors for the services of a plow truck(s), grader and loader with operators for snow plowing of roads and for the removal of the snow from the Town of Hampton, NH for the winter season of 2016-2017 on an as needed basis.

II. INSTRUCTIONS TO BIDDERS

All Bids shall be submitted in conformance with the Invitation to Bid specifications, schedule of work, general specifications, and any detailed specifications that are considered as minimum standards, and all requested information must be supplied. Failure to comply will be reflected in the evaluation of the bids.

Sealed bid envelopes must be clearly marked "2016-020 Snow Plowing and Removal". Sealed bids will be received until 2:00 PM Tuesday, November 15, 2016 at the Town Manager's office.

Bid opening will be at 2:00 PM Tuesday, November 15, 2016 in the Town Office Conference Room, 2nd Floor, 100 Winnacunnet Road, Hampton, NH 03842

All inquiries regarding the bid document, bid procedure, and any technical aspect may be directed to Frank Swift, Highway Foreman, at (603) 929-5927, or by email at fswift@town.hampton.nh.us.

III. PRE-BID MEETING

A **non-mandatory** pre-bid meeting will take place on Tuesday, November 8, 2016 at 10:00 AM at the Department of Public Works office, 1 Hardardt's Way. It is expected that each prospective contractor will familiarize itself with Town roads prior to the meeting.

IV. SCHEDULE OF WORK

The following is an overview of the services that will be included in the contract and not necessarily all encompassing:

- (1) Snow plowing of Town roads and parking lots, and for the removal of snow on an as needed basis. Services shall be provided at the Town's request only. The award of this bid shall in no way guarantee any amount of work be provided by the Town to the Contractor selected through the award process.
- (2) The Contractor is to be on call twenty-four (24) hours a day, seven (7) days a week for the duration of the contract.
- (3) The Highway Foreman or his designee shall contact the Contractor to inform them that their services are needed. The Contractor shall be expected to have their vehicles and equipment deployed in 60 minutes or less. Inadequate response time shall be grounds for termination of the contract, or the assessment of penalties.
- (4) Any and all equipment contracted for, shall be dedicated to the Town of Hampton for snow plowing and removal operations for the duration of the contract and must be staged at the Public Works compound on Hardardt's Way.

- (5) The quality of workmanship will be to the acceptance and satisfaction of the Highway Foreman or his designee, who will supervise all work hereunder.
- (6) The Town will identify to the Contractor the routes and parking lots for the services of snow plowing and snow removal. Routes to be assigned upon award of Bid.
- (7) Before any snow plowing and removal, the Contractor shall familiarize themselves with the location of all in-ground obstructions to eliminate potential for damage. Any damage caused by Contractor's operation shall be repaired immediately at the Contractor's expense.

V. EQUIPMENT REQUIRED

A. Grader w/ Operator (Not always scheduled)

- Front Highway Plow with wing configuration
- Minimum 12 foot moldboard/ with wing configuration
- Minimum 180 horsepower rating

B. Loader w/ Operator

- Minimum 3 cubic yard bucket
- Possibly two desired

C. Dump Trucks w/ Operators (For snow hauling operations when needed)

- Minimum size: tandem axle
- Two or three desired, depending on size

D. 6-Wheel Plow Truck w/ Operator

- with Wing
- 33,000 GVW

E. Pick-Up Truck w/ Operator

- With minimum 8 foot plow
- ¾ Ton minimum vehicle weight

VI. SAFETY & TRAFFIC CONTROL MEASURES

The Contractor shall employ all measures and procedures of safety and traffic control applicable by local, state, and/or federal laws.

VII. METHOD OF MEASUREMENT AND PAYMENT

Measurement: All work is paid for hourly with all employees of the Contractor punching a time card at the Department of Public Works Building located on Hardardt's Way, Hampton.

Payment: The "Bid Proposal Form" provided for the hourly rates for equipment with labor, to be supplied by the Contractor. The basis for payment shall be determined by actual time cards submitted by the Contractor and as reviewed and accepted by the DPW Director or his designee. The Town reserves the right to increase or decrease hours requested as necessitated by field conditions and budget considerations.

The DPW Director or his designee shall meet with and communicate to the Contractor's job superintendent, the scope of work and anticipated hours for each snow / ice event as they occur.

Any scheduled work to be done may be increased, decreased, or omitted as directed 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.

Upon completion of the work the Contractor shall be paid a fee of \$500.00 per piece of equipment used during the 2016-2017 winter season as compensation for mobilization and de-mobilization. The payment will be processed by April 15, 2017 based upon the Director's determination that the Contractor fulfilled the terms and conditions of the contract for the whole season. This one-time payment is in addition to the hourly rates paid for items A through E.

VIII. PAYMENT

Payment will be made within 30-days of receipt of the submission of a completed invoice for services for the period billed in writing, and authorized by DPW Director or his designee. Payment of each invoice 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. Date work was completed (based upon the time cards)
3. Brief description of services rendered
4. Hourly rate charged broken down
5. Rates for labor and equipment

IX. WORKMANSHIP AND INSPECTION

All work under the resulting contract shall be performed in a skillful and competent manner. The DPW Director or his designee reserves the right to perform random and periodic inspections at any time to ascertain the selected contractor's quality of workmanship and compliance with the contract requirements.

Any deficiencies identified by the DPW Director or his designee during the performance of work as specified in Section IV Schedule of Work shall be corrected at the time of notice, and at the expense of the selected contractor.

X. 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 if the deployment of the vehicles and equipment is greater than 60 minutes or more, time being of the essence. Such late penalty shall be deducted from the payment for the work by way of liquidated damages.

XI. 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 Bid 2016-020 Snow Plowing and Removal, 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.

XII. DURATION OF CONTRACT

The contract period shall run from the execution date of Contract until to April 15, 2017.

The successful contractor selected through the award process will be required to enter into a contract agreement. The contract period shall run from the execution date of Contract until to April 15, 2017.

For year 2017, funding will be subject to appropriation by the Town Meeting.

XIII. USE OF SUBCONTRACTORS

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

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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. One (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. 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.
6. 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.

Failure to include references will be ample cause for rejection of the proposal as non-responsive.

XX. 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 "2016-020 Snow Plowing and Removal."

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.

XXI. 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.

XXII. 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.

XXIII. AWARD

The award of this bid shall in no way guarantee any amount of work to the successful bidder.

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 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.

XXIV. NO RESPONSE REQUEST

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

XXV. 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.

XXVI. 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

2016-020 Snow Plowing and Removal

Town Manager
100 Winnacunnet Road
Hampton, NH 03842

Please specify here in figures and words the costs for the following equipment and manpower. 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, labor cost, machinery, and tools incidental to the performance of the work.

A. Grader w/ Operator:

Cost per hour \$ _____
(figures)

\$ _____ dollars
(words)

Description: _____

B. Loader w/ Operator:

Cost per hour \$ _____
(figures)

\$ _____ dollars
(words)

Description: _____

C. Dump Truck w/ Operator:

Cost per hour \$ _____
(figures)

\$ _____ dollars
(words)

Description: _____

D. 6 Wheeled Plow Truck w/ wing and Operator:

Cost per hour \$ _____
(figures)

\$ _____ dollars
(words)

Description: _____

E. Pick-Up Truck w/ 8 ft. plow:

Cost per hour \$ _____
(figures)

\$ _____ dollars
(words)

Description: _____

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

Name of Contractor _____

Address of Contractor _____

City, State and Zip Code of Contractor _____

Business Telephone of Contractor _____

Business Fax Telephone Number of Contractor _____

E-Mail Address of Contractor _____

Contractors 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 Invitation to Bid and resulting contract agreement.

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