

INVITATION TO BID
2017-001 Compost Removal and Screening

I. INTENT

The Town of Hampton, acting through its Town Manager for the Hampton Department of Public Works (DPW), 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 purchase and removal of unscreened composted material, and the return of screened compost.

II. INSTRUCTIONS

All inquiries regarding the bid document, bid procedure, and any technical aspect may be directed to Mark Richardson, Transfer Station Coordinator at (603) 929-5930 weekdays between the hours of 7:00 am and 3:30 pm, or by email at [mrichardson at Town.hampton.nh.us](mailto:mrichardson@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. PRE-BID MEETING

A non-mandatory pre-bid meeting will take place on Tuesday, April 11, 2017 at 11:00 AM at the Hampton Transfer Station located at 11 Hardardt's Way.

IV. SCOPE OF SERVICES

No bid will be accepted without a prospective bidder having viewed the composting material first.

Prospective bidders are requested to submit a purchase price for each of the three years (2017, 2018, & 2019) of the contract for the purchase and removal of unscreened composted material, and the return of screened compost. **Approximately 160 cubic yards of screened compost shall be returned each year for Hampton residents to use.**

It is the responsibility of all of the prospective bidders to observe and estimate the tonnage or cubic yards of the composting material to be removed, and to identify the estimated amount of tonnage or cubic yards on the bid proposal form.

The purchase price for each year shall include the cost of all materials, labor, insurances, and mobilization costs associated with the process of the removal of the composting material and the return of screened compost. The Town will be responsible for loading the hauling trucks.

There is approximately two-year's worth of leaf and yard waste available. Newer material might not be ready for screening and could be done in the following years.

The selected bidder and the Transfer Station Coordinator shall determine what constitutes the composted material, what material is ready to be screened and removed versus what is leaf and yard waste that is not ready to be screened or removed.

The quality of workmanship will be to the acceptance and satisfaction of the Transfer Station, who will supervise all work hereunder. Any damage caused by contractor's operations shall be repaired immediately by the contractor and at the contractor's expense.

V. SCHEDULE OF WORK

Upon the execution of the contract, the selected contractor shall coordinate the scheduling of all work with the DPW Director or his designee.

The work associated with the process of the removal and screening of the compost material and the return of screened compost shall be performed for the calendar years of 2017, 2018 and 2019 with the work each year to commence no later than the first of May 2017, and the first of April of 2018 and 2019, and be completed no later than the first of July of each year of the contract.

The selected bidder shall complete the work within a four (4) week period from commencement of work. The selected bidder may seek an extension if warranted by extreme, unforeseeable circumstances. The granting of any extension will be at the sole discretion of the DPW Director or his designee.

If the selected bidder should desire to remove additional material in the fall it will be at no additional cost to the Town. The time schedule of the additional work shall be at the discretion of the DPW Director or his designee.

The selected bidder may store equipment directly related with the performance of this contract overnight at the Hampton Transfer Station during the performance of the contract.

VI. USE OF SUBCONTRACTORS

The use of subcontractors will not be allowed under this contract. The use of CDL drivers and independently owned tractors and trailers will be allowed as long as they are disclosed within the signed contract and comply with section VII.

VII. SAFETY AND TRAFFIC CONTROL MEASURES

All operators under the control of the selected bidder will be licensed CDL drivers. The selected bidder will submit copies of all operators' CDL licenses to the DPW Director or his designee.

The work shall take place Monday through Friday between the hours of 7:00 a.m. to 3:00 p.m. and workers must be off site by 3:30 p.m. No work will be done on any Saturday or Sunday.

The selected bidder will be working during the normal business hours of the Hampton Transfer Station, and both residential and commercial customers will be coming and going throughout the day. The selected bidder shall employ all measures and procedures of safety and traffic control applicable by local, state, and/or federal laws.

VIII. CORRECTION OF DEFECTIVE WORK

The Town of Hampton shall require the correction of defective work. In the event the work performance of the selected bidder is unsatisfactory, the selected bidder will be notified by the DPW Director or his designee and be given five (5) working days to correct work, and unreasonable delay in the performing of corrections may be grounds for termination of the selected bidder. Upon failure of the selected bidder to correct work, the Town of Hampton shall withhold any amount necessary for the correction of work from payments due, in order to correct the deficiencies. There will be no cost to the Town for any re-works/corrections.

IX. WARRANTY LAW

All Federal and State Warranty Laws apply to the work performed.

X. 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 successful 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. Failure to comply will be reflected in the evaluation of the bid, and may result in disqualifications of the bidder.

Bidders must satisfy themselves of the accuracy of the estimated quantities on the Bid Proposal Form by examination of the site. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

All costs related to the bid proposal preparation and/or submission will be borne by the 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 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.

Sealed Bid Proposals will be received until 3:00PM EST on Tuesday, April 18, 2017 at the Town Manager's Office, 100 Winnacunnet Road, Hampton, NH 03842. Sealed bid proposal envelopes must be clearly marked "2017-001 Compost Removal and Screening."

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

1. One Original and two (2) copies of the Invitation to Bid
2. Bid form and all attachments;
3. Summary of Qualifications;
4. A list current clients (a minimum of 3 each);
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.

XI. REVISIONS TO BID

If it should become necessary to revise any part of this bid or otherwise provide additional information, an addendum will be issued by the Town and furnished to all firms who have obtained copies of this original bid.

XII. RETURN OF SEALED BID PROPOSALS

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 only 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 from the same Contractor(s) or of another Contractor(s) in which the ownership of the withdrawing Contractor(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.

XIII. 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.

XIV. 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.

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

XV. 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 2017-001 Compost Removal and Screening and the completed Bid Proposal Form shall become part of the contract agreement.

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

XVI. RESERVATION OF RIGHTS

This bid does not commit the Town 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 and supplies. Costs incurred for the preparation of the bid in response to this request shall be the sole responsibility of the firm submitting. The Town reserves the right to reject any or all submittals, to waive technical or legal deficiencies, to cancel in part or in its entirety this request, and to accept any bid that it may deem to be in the best interest of the Town.

The Town of Hampton is an equal opportunity employer. All qualified firms will receive consideration without regard to race, color, religion, creed, age, gender, or national origin.

XVII. NON-ASSIGNMENT

Neither the 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.

XVIII. INDEMNIFICATION

In accepting the awarded contract, the 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.

XIX. TERMINATION

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

XX. PAYMENT

Payment will be made only for actual work performed and accepted in accordance with the contract. Payment of the invoice shall automatically release any lien that the invoice may have provided against the Town. Payment will be made within 30-days of receipt of the submission of a completed invoice for the work performed, in writing, with approval signoff of the DPW Director or his designee.

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.

Billing Instructions. All invoices shall include the following information:

1. Company Name
2. Contract number
3. Location of work
4. Task completion date
5. Brief description of services rendered
6. Hourly rate charged

XXI. CHANGE ORDERS

The selected bidder 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.

XXII. LAWS, PERMITS, AND LICENSING

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

XXIII. INSURANCE REQUIREMENTS

The insurance required for the award of the contract shall provide adequate protection for the 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 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 Scope of 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 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 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 Contractor will automatically cancel the contract.

XXIV. NO RESPONSE REQUEST

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

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 Contractors 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. 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.

XXVII. 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

2017-001 Compost Removal and Screening

Town Manager
100 Winnacunnet Road
Hampton, NH 03842

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

Please specify on this form in figures and words the costs for the purchase and removal of unscreened composted material, and the return of screened compost for each of the contract years. In addition please give the estimated amounts of tonnage or cubic yards to be removed. In the case of a discrepancy between the figure amounts and the words, the written words shall govern.

Bidders must satisfy themselves of the accuracy of the estimated quantities on the Bid Proposal Form by examination of the site. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done. All costs 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 costs.

Year 2017 Tonnage/Cubic yards estimated to be removed: _____
 \$ _____ (figures)
 \$ _____ (words)

Year 2018 Tonnage/Cubic yards estimated to be removed: _____
 \$ _____ (figures)
 \$ _____ (words)

Year 2019 Tonnage/Cubic yards estimated to be removed: _____
 \$ _____ (figures)
 \$ _____ (words)

The undersigned is submitting this Bid 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 agreement.

Name of Bidder _____
 Address of Bidder _____
 City, State, and Zip Code _____
 Business Telephone _____
 Fax Telephone Number _____
 E-Mail Address _____
 Bidders Website Address _____
 Signature of Authorized Person _____ Date _____