

INVITATION TO BID  
2017-007 Landfill & Transfer Station Fencing

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 to furnish and install chain link fencing at the Town of Hampton's landfill and transfer station.

II. INSTRUCTIONS

All inquiries regarding the bid document, bid procedure, and any technical aspect may be directed to James Hafey, Engineering Technician at (603) 929-5933 weekdays between the hours of 7:00AM and 3:30PM, or by email at [jhafey@town.hampton.nh.us](mailto:jhafey@town.hampton.nh.us).

All bids shall be submitted in conformance with this Invitation to Bid, all its sections, any attachments, any addenda distributed, and all requested information must be supplied. Any additional information or tasks that are felt to be relevant by the responding firm should be included together with the submittal requirements. Failure to comply will be reflected in the evaluation of the bid, and may result in disqualification of the bidder.

III. PRE-BID MEETING

A non-mandatory pre-bid meeting will take place on Monday, May 1st, 2017 at 11:00 AM at the Hampton Transfer Station located at 11 Hardardt's Way.

IV. SCOPE OF WORK

Proposal to include the cost of all materials, labor, insurances, and mobilization required to complete the contracted work. A fence is to be installed along the portion of the landfill perimeter that is not currently fenced in. Additionally, fence sections are to be installed along the transfer station access road and adjacent to the transfer station scale house.

V. DETAILED SPECIFICATIONS

All fencing materials (posts, post caps, top rail, chain link mesh, etc.) to be galvanized. Standard/stock material sizes should be used in lieu of custom material sizes.

Proposed fencing is to closely resemble existing landfill perimeter fence.

Existing fence dimensions (See Attachment A):

6 ft.	Chain Link Mesh Height
2 1/8"	Chain Link Mesh Size
10 ft.	Post Spacing
2 1/4"	Post Diameter
1 5/8"	Top Rail Diameter

Proposed fence locations (see Attachment B):

+/- 1,575 lf	Landfill Perimeter
+/- 200 lf	Transfer Station - Access Road
+/- 201 lf	Transfer Station – Adjacent to the Scale House
<hr/>	
+/- <b>1,985 lf</b>	<b>Total Length of Proposed Fence</b>

## VI. SCHEDULE OF WORK

Following award of contract, the selected contractor is to coordinate the scheduling of all work with the DPW Director or his designee. At minimum, DPW will be given one (1) week notice prior to commencement of any work.

## VII. SUBCONTRACTORS

The use of subcontractors will not be allowed in performance of this work.

## 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. An 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 this Invitation to Bid, all its sections, 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 material, 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 of Hampton'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 (See Section III). 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 Firm 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 Invitation to Bid document, the Bid Proposal Form, all attachments, and any addenda distributed.

**Sealed Bid Proposals will be received until 3:00PM EST on Wednesday, May 10, 2017 at the Town Manager's Office, 100 Winnacunnet Road, Hampton, NH 03842. Sealed bid proposal envelopes must be clearly marked "2017-007 Landfill & Transfer Station Fencing."**

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, including the Bid Proposal Form, all attachments, and any addenda distributed.
2. Summary of experience with description of other similar projects completed by your firm.
3. 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.
4. Equipment to be used
5. Approximate time to complete project and estimated construction schedule.
6. Project Exclusions
7. Additionally, you may include a maximum of one page of information not covered above, which you feel may be useful.

#### 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 Manager'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 or to 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 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 with 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 of the Purchasing Policy to reach a final determination.

The Town of Hampton acting through the Town Manager reserves the right to reject any, or all bid proposals, to waive any informality of the bids received, to omit any item or items, and/or to accept any bid 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 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 2017-007 Landfill & Transfer Station Fencing" and the completed Bid Proposal Form shall become part of the contract agreement.

Any costs the selected contractor incurs in fulfilling the contract are to be included in the bid price proposed.

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 agreeing to 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 Contractor for completion of the work.

#### XX. 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.

#### XXI. 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 of Hampton. 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

## XXII. 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.

## 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:

### 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](mailto: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**

2017-007 Landfill & Transfer Station Fencing

Town Manager  
100 Winnacunnet Road  
Hampton, NH 03842

Once submitted, the bid proposal price shall be held firm and not withdrawn for 90-days from bid opening.

Please specify here in figures and words **the total cost (Lump Sum)** of performing the work as specified in Section IV Scope of Work and Section V Detailed Specifications attached hereto and made a part hereof. In the case of a discrepancy between the figure amounts and the words, the written words shall govern. Reimbursable expenses shall be included in the Lump Sum Cost.

The total cost shall include all equipment, materials, machinery, tools, labor, labor cost, and typical reimbursable costs (such as travel, mileage, copies, correspondence, etc.) incidental to the performance of the work.

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

<b>Landfill &amp; Transfer Station Fencing</b>
Lump Sum Cost Figures:
Lump Sum Cost Words:

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.

Name of Bidder: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State and Zip Code: \_\_\_\_\_  
Business Telephone: \_\_\_\_\_  
Business Fax: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Website Address: \_\_\_\_\_  
Signature of Authorized Person: \_\_\_\_\_  
Date: \_\_\_\_\_



## ATTACHMENT A

Existing Landfill Perimeter Fence (Reference Image)

