

# **Request for Proposal**

## **Brush Grinding**

2019 & 2021 Grinding and Removal of Brush, Log Wood and Wood Chips.

RFP3519BG-JP

### **I. INTENT**

The Town of Exeter requests sealed written bid proposals from qualified contractors for a three-year contract for the grinding and removal of all accumulated brush, log wood, and wood chips from the Transfer Station located at 9 Cross Road Exeter, NH. It is estimated grinding will be needed 4 times per year.

### **II. INSTRUCTIONS TO BIDDERS**

All bid proposals 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 proposal, and may result in disqualification of the bidder.

No bid proposal will be considered which stipulates that the Town will guarantee a particular quantity of work, and/or materials.

All inquiries regarding the bid document, bid procedure, and any technical aspect may be directed to Jay Perkins, Exeter Highway Department Superintendent at (603) 773-6157 Ext 103 weekdays between the hours of 7:00am and 3:00pm, or by e-mail [jperkins@exeternh.gov](mailto:jperkins@exeternh.gov)

### **III. DETAILED SPECIFICATIONS**

Prospective bidders are requested to submit a price for each of the three calendar years (2019, 2020 & 2021) of the contract. The price for each year shall include the costs of all materials, labor, insurances, performance bond, and the mobilization costs associated with the process of the grinding and removal of all the materials.

The current materials will have been accumulating since October 2018, and since the materials for grinding and removal come into the transfer station on a daily basis, and will continue to do so during the grinding and removal process, it is the responsibility of prospective bidders to observe the amount of materials that are presently there and to estimate the additional amounts of materials that will have accumulated when they begin the process of the grinding and removing the materials.

### **IV. SCOPE OF SERVICES**

The work associated with the grinding and removal of the materials from the Transfer Station shall be performed during the calendar years of 2019, 2020, and 2021.

It is the Town's intent that the selected contractor will chip and/or grind and remove the materials from Exeter starting in the spring of 2019 and repeat the process up to four times per year through 2021.

Weather conditions will be considered in terms of how long it takes to complete the project, but the selected contractor shall make every effort to complete the job within a two-week time span.

The work involved will be performed by the selected contractor with his own labor and equipment to complete the work at intervals mutually agreed upon by the Town and the Contractor for each year of the contract. Equipment may be stored overnight at the Transfer Station at the Contractor's own risk and shall be removed from the job site within two (2) business days following completion of work.

The Highway Superintendent or his designee shall determine each year what materials will be ground and removed from the Transfer Station. The selected contractor will chip and/or grind the entire stockpile of materials (brush and log woodpiles). Additional materials could be added to the piles, up until the completion of chipping and grinding of the materials and the removal.

The selected contractor may choose to remove all of the materials from the Transfer Station prior to the chipping/grinding process to his or her own property/facility.

#### V. SCHEDULE OF WORK

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

The selected contractor at times may be working during the normal business hours of the Transfer Station, and should be aware that both residential and commercial customers will be coming and going throughout the day.

All grinding shall be completed and grindings moved off site by December 1<sup>st</sup> of each year of the contract.

#### VI. DURATION

The duration of this contract will be from the award of the bid for the calendar years of 2019, 2020, and 2021.

#### VII. CHANGE ORDERS

The selected contractor shall not proceed with work outside the bidding and contract requirements. Change Orders must be pre-approved by the Public Works Director or their designee prior to implementation.

#### VIII. LIQUIDATED DAMAGES

A one hundred dollar (\$100.00) per day penalty in favor of the Town will be deducted from the contractor's payment for each and every day the completion of the work is delayed beyond the specified completion date that is not due to weather conditions.

#### IX. USE OF SUBCONTRACTORS

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

X. SAFETY & TRAFFIC CONTROL MEASURES

The contractor selected through the award process shall employ all measures to work safely within the Transfer Station property.

XI. CONTRACT AGREEMENT

The contractor selected through the award process will be required to enter into a contract agreement with the Town of Exeter and to execute the contract agreement within two weeks of the date of award, unless prior arrangements are made with the Public Works Director or their designee. This document “2019-2021 Grinding and Removal of Brush, Log Wood and Wood Chips” and Bid Proposal Form shall become part of the contract agreement.

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

The selected contractor shall be responsible for furnishing the labor and materials necessary to successfully accomplish the scope of services.

XII. LAWS, PERMITS AND LICENSING

It shall be the selected contractor’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 selected contractor’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.

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 Exeter 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.

XV. TERMINATION

The Town of Exeter acting through the Public Works Director 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 Exeter acting through the Public Works Director reserves the right to negotiate a contract agreement with the next qualified contractor for completion of the contract.

XVI. PAYMENT

Payment shall be made within 30-days of receipt of an invoice for completed services billed in writing, with approval signoff of the Public Works Director or their designee. Payment of 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 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) Location of work
- (3) Date work was completed
- (4) Brief description of services rendered
- (5) Contract number

#### XVII. BONDING – BID SECURITY, PERFORMANCE, PAYMENT AND OTHER BONDS

The Contractor selected through the award process will be required to submit the following in order to fulfill the terms of the contract.

Performance Bond or Letter of Credit. A performance bond or a letter of credit as surety shall be submitted to the Town of Exeter by a surety company authorized to do business in New Hampshire in an amount at least equal to the bid price. Said performance bond or letter of credit shall indemnify the Town of Exeter in full against any defects or loss resulting from any failure of performance by the Contractor or its employees, material suppliers, and/or utilities in the performance of the work and fulfillment of the contract. The performance bond or letter of credit shall guarantee to the Town of Exeter that the work will be completed according to the terms of the contract. The performance bond or letter of credit shall be returned upon completion of the contract.

#### XVIII. INSURANCE REQUIREMENTS

The insurance required for the award of the contract shall provide adequate protection for 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 contract as enumerated in the supplementary general conditions.

The Town of Exeter 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 Exeter.”

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

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 Exeter.

**XIX. 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 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 bidders 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 addenda
4. Summary of Qualifications
5. Performance Bond ( **If selected** )
6. A list of current clients (a minimum of 3)
7. 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.

## XX. RETURN OF SEALED BID PROPOSALS

Sealed bid proposals will be received until 2:00 PM on Monday March 25<sup>th</sup> at the Town Manager's Office, 10 Front Street Exeter NH, 03833. Sealed bid proposal envelopes must be clearly marked "2019-2021 Grinding and Removal of Brush, Log Wood and Wood Chips". Bids will be opened the at the Select Board meeting at starting at 7:00 pm on the 25<sup>th</sup>.

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 their representative. No bid proposal may be withdrawn when the result would be to award the contract on another bid proposal of the same contractor or of another contractor in which the ownership of the withdrawing contractor 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 the future dealings with the Town.

#### XXII. PURCHASING POLICY APPLIES

#### XXIII. AWARD

The Town acting through the Public Works Director 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 Public Works Director 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 Exeter'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 Exeter. An award will only be made after evaluation of a submitted bid and the satisfactory negotiation of a final contract.

#### XXIV. PRE BID MEETING

There will be a mandatory pre bid meeting on site at Exeter Transfer Station, 9 Cross Road Exeter, NH at 10:00 AM March 20<sup>th</sup>.

#### XXV. POSTING OF BIDS

This Invitation to Bid and any attachments, and any addenda distributed are posted on the Town's website.

All prospective contractors seeking to submit a bid proposal are requested to inform the Town of Exeter by email at [jperkins@exeternh.gov](mailto:jperkins@exeternh.gov) 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 Exeter 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 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

2019-021 Grinding and Removal of Brush, Log Wood & Wood Chips

Town Manager  
10 Front Street  
Exeter, NH 03833

Bidders shall specify here in figures and words the cost of performing the work outlined in this Invitation to Bid for each year.

In the case of a discrepancy between the figure amounts and the words, the written words shall govern. All costs shall include all equipment, materials, labor, and tools incidental to the completion of this work.

Calendar Year 2019 Unit Price per 8 hour day grinding including mobilization cost and chip removal .

\$ \_\_\_\_\_  
(Figure)

\_\_\_\_\_ Dollars  
(Words)

Calendar Year 2020 Unit Price per 8 Hour day of grinding including mobilization cost and chip removal.

\$ \_\_\_\_\_  
(Figure)

\_\_\_\_\_ Dollars  
(Words)

Calendar Year 2021 Unit Price per 8 Hour day of grinding including mobilization cost and chip removal.

\$ \_\_\_\_\_  
(Figure)

\_\_\_\_\_ Dollars  
(Words)

The undersigned is submitting this bid without collusion with any other individual or corporation.  
Submitted By:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

City, State and Zip Code of Vendor \_\_\_\_\_

Business Telephone of Vendor: \_\_\_\_\_

Business Fax Telephone Number of Vendor: \_\_\_\_\_

Email Address of Vendor: \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_

Date \_\_\_\_\_

EQUIPMENT LIST

List any & all equipment that will be used for loading , hauling and grinding

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

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 the resulting contract attached hereto. Once submitted, all bids shall be held firm and not withdrawn for 90 days from bid opening.