

Town of New Durham
Invitation to Bid
Waste Compactor System
For New Durham Solid Waste Facility 2016

The Town of New Durham Board of Selectmen is requesting bid proposals for a new Stationary Compactor. The proposal is to include all material and construction of Stationary Compactor as listed in provided specifications. Bid specifications can be viewed from the Town's website at www.newdurhamnh.us or picked up at the Highway Garage located at 56 Tash Road. Questions can be answered by calling Facility Foreman, Joseph Bloskey at (603) 859-8080 or by emailing ndhd@metrocast.net. Mandatory site visit is scheduled for Friday, April 15, 2016 at 10:00am at 56 Tash Road, rain or shine. All proposals must be submitted in a sealed envelope, clearly labeled "Town of New Durham Compactor System 2016", and received at the New Durham Town Hall, 4 Main Street, New Durham NH 03855 or mailed to PO Box 207, New Durham NH 03855, at or before 3PM, Thursday, April 28, 2016. Bids will be opened and publicly read Thursday April 28, 2016 3:30PM in the Town Hall, 4 Main Street. The Town of New Durham reserves the right to accept, reject, modify, or negotiate any and/or all proposals or any portion thereof in the best interest of the Town of New Durham.

Specifications

Purchase of Compactor System for Solid Waste Facility 2016

Description:

The Town of New Durham Board of Selectmen is requesting bid proposals for a new Stationary Compactor. The proposal is to include all material and construction of Stationary Compactor as listed in provided specifications.

General Information:

Specifications:

All contractor(s) shall list separately, on the "Bid Sheet":

1. The cost to purchase one (1) Wastequip Model 445HD (or comparable), 4yd. Stationary Compactor with a remote 15 HP, Tri-volt 208/230/460/3/60, three (3) phase power, Key start, E-Stop button, Hydraulic "Packout Boost" Pressure Override, Controls on a Fifteen (15) foot cord, Pressure gauge – color coded & numeric on a fifteen (15') foot hose, Heavy Duty Ratcheted Binders, 100% light, Multi-cycle is standard, UL & CUL Listed Cabinets, NEMA 4 Rated Controls, Guardian Controller with Automatic Maintenance Scheduler (AMS), Low Temperature Oil, Oil Heater installed in the Hydraulic tank and One (1)- Five (5') foot container guide. Painted any Standard Color. Price to include freight to New Durham, NH.
2. The cost to purchase one (1) Wastequip 45yd. (or comparable) 24' long skid Octagon, 65,000# Capacity, Two (2) – fire ports installed in the roof of the container, one per side. Painted to match the compactor. Price to include freight to New Durham, NH.
3. The cost to purchase one (1) Oversized Hopper to feed Compactor, Dimensions will need to be taken prior to fabrication of new Hopper. Hopper to be painted to match the Compactor System.
4. The cost for Removal and installation of complete system in New Durham, NH
5. Option for trade towards balance, Compactor/Hopper (can not included), to be taken by accepted bidder.

The Town reserves the right to reject any or all proposals, to waive on non-material irregularities on information in any proposal and to accept or reject any item or combination of items.

Contractors must propose on items as specified. Any proposed changes must be detailed in writing and submitted as an addendum to the proposal.

The award will be made to the responsible Applicant based on quality of bid proposal, bid amounts and other factors based on the interests of the Town. The award may be made for individual items at the discretion of the Selectmen. The Town specifically reserves the right to reject any or all proposals or any part thereof. Further, the Town reserves the right to negotiate the terms of the contract and the scope of the project with the successful bidder without having to rebid the job.

Town of New Durham
Bid Sheet
Purchase of Compactor System for Solid Waste Facility 2016

The Town of New Durham Board of Selectmen is requesting bid proposals for a new Stationary Compactor. The proposal is to include all material and construction of Stationary Compactor as listed in provided specifications.

Questions can be answered by calling Facility Foreman Joseph Bloskey at (603) 859-8080 Monday or Friday, between 9:00AM to 4:00 PM, or by emailing ndhd@metrocast.net.

All proposals must be submitted in a sealed envelope, clearly labeled "Town of New Durham Compactor System 2016", and received at the New Durham Town Hall, or mailed to PO Box 207, New Durham, NH 03855, at or before 3:00PM, Friday, April 28, 2016. Bids will be opened and publicly read on Friday, April 28 at the Town Hall, 4 Main Street at 3:30PM. Following a review of the bids by staff, the Board of Selectmen would be scheduled to award the bid on May 2, 2016. The Town of New Durham reserves the right to accept, reject, modify or negotiate any and/or all proposals or any portion thereof in the best interest of the Town of New Durham.

Bid response must be based on the attached specifications. Proof of Worker's Compensation and Liability Insurance must be provided to the Town by the Contractor and is required to be held by the awarded Applicant for the duration of the project. Sealed bid responses shall include: Written proof verifying Contractor or Subcontractors are not listed on the "Excluded Parties List" @ <https://www.sam.gov>; Bid Sheet: Bid Conditions: Bid Bond: and any Addendums.

Attach to this Bid Sheet all documents listing all details for these purchases and any other terms and/or conditions or information to be considered with this proposal.
Respectively submitted;

Print Bidder/Contractor's Name

Print Representative's Name and Title

Representative's Signature

Street

City, State, Zip Code

Telephone and Fax Number Email Address

Date

Person signing proposal must be a person in your company authorized to sign a Contract with the Town of New Durham NH. Any deviation from the stated specifications must be so noted and the bid prices must reflect these deviations.

General Provisions

1. Each bid shall be submitted in a sealed envelope clearly identified with the Bidder's name and marked "Town of New Durham Compactor System for SW 2016" and will be received in the New Durham Town Hall, or mailed to PO Box 207, New Durham NH 03855, at or before 3:00PM, Friday, April 28, 2016. The Town is requesting six (6) copies of the proposals for review by the Selectmen and by the SWF Staff.
2. Bids will be opened and publicly read on April 28, 2016 at the Town Hall, 4 Main Street at 3:30PM. Bids when opened shall be irrevocable for a period of 60 calendar days following the bid-opening date. Following a review of the bids by staff, the Board of Selectmen will award the bid at a regular public meeting.
3. The Town of New Durham reserves the right to accept, reject, modify, or negotiate any and/or all proposals or any portion and to waive defects in form of minor irregularities thereof in the best interest of the Town of New Durham.
4. The bid price shall not include Federal or State taxes. If such are applicable, the successful Bidder shall furnish the Town with the necessary tax-exempt forms in triplicate upon submission of the invoice.
5. The contractor(s) shall not, directly or indirectly, enter into any agreements, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with this bid.
6. The successful contractor(s) shall not use the name of the Town in any advertising without first obtaining written permission from the Board of Selectmen.
7. Any changes to the provisions or specifications of this Bid shall be made by written addendum issued no later than 4 working days prior to the bid opening date. Prospective Bidders shall have complete responsibility for being aware of any and all addenda.
8. The contractor(s) attention is drawn to the fact that they shall observe and comply with all applicable Federal and State Laws and Regulations, Town Ordinances, and the Town's Purchasing Policy. These shall also apply to the Agreement the same as though written out herein in full, and the Contractor shall indemnify the Town and its representative against any claim or liability arising from or based on any such law, ordinance, rules and regulation by themselves or by their employees. The successful Bidder shall notify the Town immediately if these bid documents are at variance with any laws or regulations.
9. The Town may make such investigations as it may deem necessary to determine the ability of the contractor(s) to perform the services, check references, etc. The contractor(s) shall furnish the Town all such information for this purpose that the Town may request. The Town reserves the right to reject any and all bids if the evidence submitted by, or investigation of, such contractor(s) fails to satisfy the Town that such contractor(s) is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
10. The contractor(s) shall secure and pay for all permits and licenses required for the work in accordance with the bid documents, contract and specifications required for a complete finished job.
11. The contractor(s) acknowledges that it is an independent Contractor responsible for its own acts and performance under the Contract, including the acts of its employees and performance of its equipment. In addition to maintaining the required insurance under this Contract, the contractor(s) to the fullest extent permitted by law, shall protect, indemnify, save, defend and hold harmless and exempt the Town, its officers, officials, agents, volunteers and employees ("Indemnified Parties") from and against any and all liabilities, obligations, claims, damages, penalties, causes of actions, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated by reason of any accident, bodily injury, personal injury, death of person, or loss of or damages to property, arising indirectly or directly under, in connection with, or as a result of this agreement or the activities of the contractor and even if caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties. In addition, and regardless of respective fault, the Contractor(s) shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that the Contractor's officers, employees, contractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with

- laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.
12. The contractor(s) shall, in the employment of labor, comply with the laws of the State of New Hampshire, including but not limited to Chapter 275, RSA, as amended, "Hours of Labor", Chapter 279, RSA as amended, "Minimum Wage Law".
 13. Insurance: At the time of the execution of the Contract, the contractor(s) shall present to the Board of Selectmen, proof of the required Liability Insurance Coverage. The contractor(s) shall provide proof of commercial general liability insurance, including completed operations coverage, with limits of \$1,000,000.00 per occurrence and \$5,000,000.00 aggregate, and shall add the Town to the policy as an additional insured by way of amendatory endorsement and certificate of insurance. The liability insurance shall contain contractual liability coverage applicable to the indemnification obligations of the contractor. Contractor(s) shall provide proof of acceptable automobile insurance applicable to activities in connection with the project, as well as workers compensation insurance applicable to its employees. The Town shall not be required to indemnify or insure the contractor(s).
 14. The contractor(s) is to submit Proposal on attached "Bid Sheet" for "Unit Prices".
 15. Upon receipt of written notice of acceptance of their bid, the successful contractor(s) shall execute and deliver the formal contract, attached, within ten calendar days to the Town.
 16. Each Bid must be accompanied by Bid Security, payable to the Town of New Durham, in the amount of (One Hundred and Fifty Hundred Dollars) \$150.00. Acceptable types of Bid Security include, but are not limited to: Bid Bonds, guaranteed by a surety acceptable to the Town, certified check or money order, cash, or letters of credit in a form acceptable to the Town. Such Bid Security will be returned to all Bidders within five working days after the Town and the accepted Bidder have executed the Contract, or if no Contract is executed, within sixty calendar days after the date of opening the bids, upon demand of the bidder at any time thereafter, so long as they have not been notified of the acceptance of their bid.
 17. The successful contractor(s), upon their failure or refusal to execute and deliver the Contract and security, if required, within ten calendar days after they have received notice of the acceptance of their bid, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposited with their bid.
 18. The Contract Documents shall include, may not be limited to: the "Invitation to Bid"; "General Provisions"; "Specifications"; "Bid Security"; "Bid Sheet"; "Proposal" "Change Orders"; "Drawings" (if any); "Notice to Proceed"; "Notice of Award"; any issued addenda and the final executed "Contract Agreement".

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the work and the terms and conditions of payments shall be as binding as if called for by all.
 19. A complete understanding of the conditions as they exist is required by a careful personal examination of the work at the site. The contractor(s) also shall examine carefully the Specifications and the Contract forms of the work contemplated. The contractor(s) shall not, at any time after the execution of the Contract, set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall it claim any misunderstanding in regard to the nature, conditions, or character of the work to be performed under this contract, and it shall assume all risks resulting from any change in the conditions which may occur during the progress of the work.
 20. The Town shall make payment on account of the Contract as the term described in the "Specification".
 21. After execution of the Contract, there shall be no changes in the Bid Documents except by a written amendment executed in the same manner as the Contract or by Change Order as described below:

Change Orders:

- A. The Town, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and the Contract time being adjusted accordingly. All such changes in the work shall be executed under the applicable conditions of the Contract Documents.
- B. A change order is a written order to the Contractor signed by the Board of Selectmen or their designee and the Contractor, after execution of the Contract, authorizing a change in the work and/or an adjustment in the Contract time.

- C. The terms of any change order shall be mutually agreed to by the Contractor and the Board of Selectmen.
22. The entire work contemplated by the Contract shall be under the supervision of the Board of Selectmen, or their agents so designated, and all questions concerning the prosecution of the work shall be referred to and decided by them.
 23. Assignment: The Contractor shall not assign, sublet, or transfer its interest in this agreement without written consent of the Town of New Durham.
 24. The Contractor shall commence work under this Contract as specified in the Notice to Proceed at the location specified by the Town. The Contractor shall not commence work until a conference has been held at which representatives of the Contractor and the Town is present.

Bid Conditions

Purchase of Compactor System for Solid Waste Facility 2016

The Bidder understands that the Town reserves the right to reject any and all bids and to waive any informalities in the Bidding for any reason which the Town determines to be in the best interest of the Town.

The Bidder agrees that the Bid shall be valid and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this Bid, the Bidder shall execute the formal Contract attached, and deliver the Contract to the Town within 10 days.

This Bid may be accepted by the Town at any time within 60 days of the opening of Bids.

In case this Bid shall be accepted by the Town, and the undersigned shall fail to execute the Contract within 10 days from the date of Notice of Award of the Contract, the undersigned shall forfeit to the Town the security deposited with this bid as liquidated damages for the delay and additional expense by the Town caused thereby.

The full name and residence of all persons and parties interested in the forgoing Bid as principal are as follows:

_____	_____
_____	_____
_____	_____
_____	_____

Please have authorized individual(s) sign and submit with bid sheet

Town of New Durham
Bid Bond
Purchase of Compactor System for Solid Waste Facility 2016

Know all persons by these present, that we the undersigned.

_____ as Principal, and

_____ as Surety, are

hereby held and firmly unto _____

as Town in the penal sum of _____

_____ Dollars (\$ _____)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 2016.

The condition of the above obligation is such that whereas the Principal has submitted to the Town, a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for

“Town of New Durham Purchase of Compactor System for Solid Waste Facility 2016”

Now Therefore:

- (a) If said bid is rejected, or in the alternative;
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of a Contract attached hereto (properly completed in accordance with the Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect: it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said surety and its bond shall be in no way impaired or affected by any extension of time within which the Town may accept such Bid: and said Surety does hereby waive notice of extension.

In Witness whereof, The Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (LS)

Surety

(Seal)

**Town of New Durham Purchase of Compactor System for New Durham Solid
Waste Facility 2016**

NOTICE OF AWARD

TO: _____

Project Description: _____

The Town has considered the Bid submitted by you for the above described work in response to its Invitation To Bids dated _____ and General Provisions to Bidders.

You are hereby notified that your Bid has been accepted for items
(Same as above).

You are required by the General Provisions to Bidders to execute the Agreement and furnish the required Contractor's Performance and Payment Bonds, or approved alternative bonding method and certificates of insurance within ten calendar days from the date of this Notice to you.

If you fail to execute said Agreement within ten days from the date of this Notice, said Town will be entitled to consider all your rights out of the Town's acceptance of your Bid as abandoned. The Town will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Town.

Dated this _____ day of _____. 2016,

Town:
Town of New Durham NH

By: _____

Title: _____

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged by: _____

_____, this the _____ day of

_____, 2016. Title: _____

Notice to Proceed

To: _____ Date: _____

Project: _____

You are hereby notified to commence Work in accordance with the Agreement dated _____, 2016 on _____ and you are to complete the Work within () consecutive calendar days thereafter. The date completion of all Work is therefore ().

TOWN:

Town of New Durham New Hampshire

By: _____

Title: _____

ACCEPTANCE of NOTICE

Receipt of the above Notice to PROCEED IS HEREBY ACKNOWLEDGED

By: _____, this the _____ day of _____, 2016.

By: _____, Title : _____

CHANGE ORDER No. _____

PROJECT: _____

DATE OF
ISSUANCE: _____ TOWN: _____

CONTRACTOR: _____ ENGINEER: _____

You are directed to make the following changes in the Contract Documents.

DESCRIPTION: _____

REASON FOR
CHANGE ORDER: _____

ATTACHMENTS: _____

<u>CHANGE IN CONTRACT PRICE</u>	<u>CHANGE IN CONTRACT TIME</u>
ORIGINAL CONTRACT PRICE: \$	ORIGINAL CONTRACT TIMES: SUBSTANTIAL COMPLETION: FINAL COMPLETION:
Net changes from previous change orders No. ____ to No. ____ \$	Net Changes from Previous Change Order: No. ____ to No. ____ \$
Contract Price Prior to this Change Order \$	Contract Time Prior to this Change Order SUBSTANTIAL COMPLETION: FINAL COMPLETION:
Net Increase or Decrease of this Change Order \$	Net Increase or Decrease of this Change Order (Days)

Contract Price with all approved Change Orders: \$	Contract Time with all approved Change Orders: SUBSTANTIAL COMPLETION: FINAL COMPLETION:
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Recommended: Foreman
By: _____

Date: _____

Approved: Town
By: _____

Date: _____

Approved: Contractor
By: _____

Date: _____