

# REQUEST FOR PROPOSAL

October 5, 2017

**WASTE OIL BURNER REPAIR/REPLACEMENT  
For the  
Department of Public Works Transfer Station Building  
40 Bennington Road  
And  
Public Works Garage  
79 Bennington Road  
Hancock, NH 03449**

Please direct all questions concerning this proposal to:

Mia M. Gagliardi, Director  
Department of Public Works  
PO Box 6  
Hancock, NH 03449

Telephone: 603 525 4087

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Client: Town of Hancock  
Department of Public Works  
Date: October 5, 2017

INFORMATION FOR PROPOSERS:

- 1.01 Proposals will be received at the Town of Hancock Public Works Department (hereafter referred to as the Town), PO Box 6, Hancock, NH 03449 until **3:00pm on Thursday October 26, 2017**. Any proposal not received prior to the time set in the request, or an addendum, shall be disqualified. Fax or emailed proposals will be accepted to meet time and date, however must be followed by an original with signature within 48 hours.
- All proposers are required to attend a pre-proposal meeting set for: Wednesday, October 18th at 11:00 AM at the Public Works Building, 79 Bennington Road, Hancock.**
- 1.02 Proposals will be opened and evaluated by the Department of Public Works after the final date set for receipt. Additional information may be requested from companies considered for award.
- 1.03 The Town reserves the right to reject any and all proposals and to waive any informality in connection with the proposals received.
- 1.04 Within thirty (30) days after the final submission date for proposals, the Town will offer an award. Selection will be made on the "best qualified" basis. Criteria for selection will include, but not be limited to technical merit, cost, compatibility, experience, references, support and reliability as determined solely by the Board of Selectmen.
- 1.05 Payment will be made at the conclusion of each project upon invoices submitted to DPW being approved by the Board of Selectmen. Payment will be only for work completed.
- 1.06 Contract shall consist of the contract instrument as awarded, the request for proposal, the selected contractor's proposal as accepted by the Town and the project description.
- 1.07 Failure to submit any required data may be cause for rejection. Proposers may submit such other data as they deem appropriate.

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GENERAL INFORMATION:

- 2.01 The work to be performed under this contract consists of furnishing all labor, equipment, materials, expertise, tools, supplies, bonds, insurance, licenses and permits, necessary to accomplish:
1. The repair or replacement of the Waste Oil Burner located at the Hancock Transfer Station and DPW Garage.
  2. The Town may opt to complete only one replacement at this time.
  3. The Town may opt to allow the contractor to obtain possession of and remove the old waste oil burner from town property at a reduction to the price proposal for all work.
- 2.02 The Contractor shall diligently undertake and perform all work required by the contract. The Contractor agrees, at its own expense, to devote the number of people qualified to perform such project and shall be properly licensed and authorized to perform such project under all applicable laws. All work will be performed to the highest professional standards and will reflect thoroughness, attention to detail, and a dedicated utilization of field specific knowledge
- 2.03 The Contractor shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such project, to hire any person who has a contractual relationship with the Town/State, or who is a Town/State officer or employee, elected or appointed.
- 2.04 The Town reserves the right to order changes in the work within the general scope of the project. The Director of Public Works or designee shall order any changes to the contract in writing. If the Contractor encounters circumstances that it believes warrants a change in the price, quality, quantity, or method of performing work it shall notify the Director of the circumstances in writing. No change in work shall be undertaken until authorized in writing by the Director of Public Works or designee. Contractor's responsibility is to notify the Town in advance in writing of any work that it considers changed or extra. Failure to provide such documentation for approval prior to processing work shall waive any claim for additional payment.

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- 2.05 Contractor shall at its expense protect from injury trees, shrubs, buildings, fences, utilities, structures, pipes, conduits, and public or private property, which may be affected by the work. Contractor shall be liable for any damage done through its own negligence or that of its sub-contractors and shall restore any damaged property to the same or better condition as a result of Contractor's negligence.
- 2.07 Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the Town. Specialty subcontractors used to perform such work as is customary in Contractor's profession shall be permitted; however, the reports required shall be authorized by the Contractor who shall be liable for any faulty data, errors or omissions contained therein.
- 2.08 Contractor shall designate a member of its staff who is knowledgeable concerning this project and who has authority to act on-site for the Contractor on all matters pertaining to this agreement.
- 2.09 The Contractor shall file certificates of insurance with the Town prior to commencement of work.
- 2.10 Comprehensive Public Liability & Property Damage Insurance: The Contractor shall take out and maintain during the life of this contract such insurance as shall protect him and any sub-contractor performing work covered by this contract, against all claims of bodily injuries, death or property damage, which may arise from operations under this contract, whether such operations by himself or by any sub-contractor, or by anyone directly or indirectly employed by either of them. Certificate of Insurance shall list the Town of Hancock as an additional Insured.  
INSURANCE SHALL BE IN THE MINIMUM AMOUNT OF TWO MILLION (\$2,000,000.) DOLLARS FOR BODILY INJURY OR DEATH ANY ONE INCIDENT AND FIVE HUNDRED (\$500,000) DOLLARS FOR PROPERTY DAMAGE IN ANY ONE INCIDENT.

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The policies described shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the Town.

**Contractor shall not commence work under this contract until a certificate of insurance has been received and approved by the Town.**

- 2.11 The work covered under this contract shall be completed in its entirety in a timely manner. Work schedule shall be timely and shall commence and be prosecuted continually on a daily basis until project completion. Contractor shall keep the Town routinely advised of materials, parts or equipment scheduled availability. The Town may in its discretion extend the time for completion of the work without invalidating any of the provisions herein contained and without releasing the surety.
- 2.12 The Contractor shall defend, indemnify and hold harmless that Town, it's officers and employees, from and against any and all losses suffered by the Town, it's officers and employees and any and all claims liabilities or penalties asserted against the Town, It's officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor or Subcontractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the Town, which immunity is hereby reserved to the Town. This covenant shall survive the termination of this agreement.

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PROJECT DESCRIPTION:

- 3.01 General. The successful proposer shall be responsible for determining the heating requirements for the waste oil burners, based on square footage and use of the departments. The project shall include furnishing all labor, materials, equipment, design, disposal and incidentals necessary for the complete unit in operating condition.
- 3.02 The successful proposer must include one return service trip in the proposal to confirm proper operations while the system is under load condition (heating season).
- 3.03 The new system must carry a manufacturer's warranty of at least ten (10) years and contractor warranty for labor of one (1) year from installation date.
- 3.04 Project will be completed no later than November 30, 2017.

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PRICING:

OPTION 1 - REPAIR - TRANSFER STATION

Method of Repair: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Repair Cost: \_\_\_\_\_

OPTION 2 - REPLACEMENT - TRANSFER STATION

Replacement Unit: \_\_\_\_\_ Cost: \_\_\_\_\_  
Misc. Parts: \_\_\_\_\_ Cost: \_\_\_\_\_  
Labor: \_\_\_\_\_ Cost: \_\_\_\_\_

Total Replacement Cost: \_\_\_\_\_

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PRICING:

OPTION 1 – REPAIR – DPW GARAGE

Method of Repair: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Repair Cost: \_\_\_\_\_

OPTION 2 – REPLACEMENT – DPW GARAGE

Replacement Unit: \_\_\_\_\_ Cost: \_\_\_\_\_

Misc. Parts: \_\_\_\_\_ Cost: \_\_\_\_\_

Labor: \_\_\_\_\_ Cost: \_\_\_\_\_

Total Replacement Cost: \_\_\_\_\_



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**ATTACHMENT A  
PROPOSER AGREEMENT**

In submitting this proposal, as herein described, the contractor agrees that:

1. They have carefully examined the specifications, terms and agreement of the Request for Proposal and all other provision of this document and understand the meaning, intent and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

PROPOSER INFORMATION:

Name of Proposer: \_\_\_\_\_

Company: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature of authorized agent for company: \_\_\_\_\_

**The Board of Selectmen for the Town of Hancock reserves the right to accept or reject any and all proposals deemed in their sole judgement, to be in the best interest of the Town.**