



WINTER ROAD SAND Sealed Bid (Bid-297) Town of Salem

February 2011

SALEM PURCHASING DEPARTMENT

Stephen Artemis, Purchasing Agent
603-890-2090 fax 603-890-2091
sartemis@ci.salem.nh.us

Dr. Henry LaBranche, Town Manager

Prepared for and in coordination with the
SALEM PUBLIC WORKS DEPARTMENT
Rick Russell, Public Works Director
603-890-2154 fax 603-890-3882
rrussell@ci.salem.nh.us

**COMPETITIVE SEALED BIDS FOR
WINTER ROAD SAND
February 2011**

It is the intent of the Town of Salem, New Hampshire to engage the services of a qualified firm to provide the town with the following product(s) or services to be purchased "Winter Road Sand"

Sealed bids must be received no later than February 11th before 9:30am from interested firms, to be eligible for consideration by the town. Each bid will be submitted in a sealed envelope which is clearly marked
"Bid-297 Winter Road Sand"

All sealed bids received will be considered confidential and not available for public review until after the bid opening on February 11th 2011 at 9:30am.

Sealed bids and all correspondence relating to this ITB shall be submitted to:

STEPHEN ARTEMIS

Purchasing Agent
Town of Salem
33 Geremonty Drive
Salem NH 03079

Qualified Firms requiring additional information or clarification relative to the contents of the bid may direct inquiries to Stephen Artemis, Purchasing Agent at 603-890-2090 or sartemis@ci.salem.nh.us.

Bid documents may be picked up at the office of the Purchasing Agent at the above address during regular business hours: Monday to Friday 8:30 am to 5:00 pm. Please visit our website to download a copy of this Bid-297 www.townofsalemnh.org Finance-Purchasing /bids-proposals. Copies will not be faxed.

(1) One original and (1) One copy is required and must be received at the above address no later than 02/11/2011 before 9:30 AM, late bids will not be considered.

The Town reserves the right to reject any or all bids/proposals or any part thereof, to waive any informality or information in the bids/proposals, and to accept the bid /proposal considered to be in the best interest of the Town. The Town also reserves the right to conduct reasonable negotiations with low bidders and sole bidders. Failure to submit all information may declare a bid/proposal as non-responsive subject for disqualification.



Town of Salem, New Hampshire

**Purchasing Department
33 Geremonty Drive
Salem, New Hampshire 03079**

Notice To Qualified Firms

*Do not alter bid documents in any way

If you wish to offer comments, additional information or alternate bids, please do below or on a separate sheet and attach it to the bid sheet.

- _____
- _____
- _____
- _____

The purpose of the attached specifications is to define minimum requirements only. They are not meant to be restrictive. All manufacturers meeting or surpassing these minimum specifications are invited to submit a bid/proposal.

Please don't hesitate to call me if you need any additional information.
Stephen Artemis, Purchasing Agent (603) 890-2090

For specification information please contact
Rick Russell, Public Works Director (603) 890-2154

The Town of Salem reserves the right to reject any and all sealed bids/proposals that it deems non-conforming to the specifications enclosed. All information must be filled out correctly for consideration.

DO NOT FAX BIDS, THEY WILL NOT BE ACCEPTED.



Town of Salem, New Hampshire

**Purchasing Department
33 Geremonty Drive
Salem, New Hampshire 03079**

Specifications Exception Form

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the Town of Salem to ferret out information concerning the materials, which you intend to furnish.

If your bid/proposal does not meet all our specifications you must state it in the space provided below.

Bids/proposals on equipment, vehicles, computers, supplies, services and materials not meeting specifications may be considered by the Town, however, all deviations must be listed above.

If your bid does not meet our specifications, and your exceptions are not listed above or in space provided, the Town of Salem may claim forfeiture on your bid, if submitted.

Signed_____
I DO meet specifications

Signed_____
I DO NOT meet specifications as listed in this bid, exceptions are in space provided.

Failure to submit this form with your Bid/Proposal response may result in your Bid/Proposal being rejected as unresponsive.



Town of Salem, New Hampshire

**Purchasing Department
33 Geremonty Drive
Salem, New Hampshire 03079**

Form for General Bid

In compliance with all specifications enclosed the Bidder hereby proposes to supply the listed materials in strict accordance with the contract documents provided. The undersigned will provide and deliver Winter Road Sand at the pricing listed below. The contract will last (1) year from the date of award.

The Proposal must meet or exceed the specifications listed.

- Material- Winter Road Sand _____
- Per Ton / Price Delivered _____
- Per Ton / Price Picked-up _____
- Price per Cubic Yard _____
- Pick-up Location _____

(FOB Destination) Salem, New Hampshire

- Proposal Submitted by (Company Name) _____
- Title _____ Authorized Signature _____
- Printed Name _____ Contact Phone _____
- Address _____ Date _____
- Email _____



Town of Salem, New Hampshire

Purchasing Department
33 Geremonty Drive
Salem, New Hampshire 03079

Form of Agreement

THIS AGREEMENT, Made this _____ day of _____, 2011 by and between the Town of Salem, NH and (Contractor's Name) _____ agrees to all of the specifications within this bid/proposal.

The CONTRACTOR will furnish all of the documents, materials, products, supplies, tools, equipment, labor and any other services necessary for the application to meet or exceed all requirements stated in the specifications.

The CONTRACTOR will supply products/services after the bid/proposal is formally awarded and the price proposed in the form for general bid will remain firm for (1) year from the date of award.

Bid/Proposal Award

If during the contract period the successful vendor fails to supply the Town of Salem, New Hampshire with the products/service (s). The Town of Salem, will purchase this product/service(s) on the open market and the vendor will compensate the Town of Salem, New Hampshire with the difference between the bid price and the price incurred on the open market. If at any time the Vendor fails to provide proper services /materials (s) during the contract period, the Town of Salem, NH will have the option to terminate the contract at any time without notice. If contract is in good standing and it needs to be cancelled by either party, a thirty (30) days written notice by registered mail addressed to the other party will be required. The Undersigned hereby agrees to abide by the terms and conditions stated in this form of agreement.

Title _____
Signature _____
Company _____



Town of Salem, New Hampshire

Purchasing Department
33 Geremonty Drive
Salem, New Hampshire 03079

Insurance Requirements

A current Insurance certificate must be provided prior to commencing any work on this project, in the following amounts:

Comprehensive General Liability	
Combined single limit	\$ 1,000,000.00
Workmen's Compensation	
& Employers Legal Liability	\$ 500,000 per accident

The Contractor shall procure and maintain for the duration of this project Workmen's Compensation Insurance as required by State Law for all of his employees that are engaging in any work at the site of the project whether direct employees or subcontracting associates.

Non-Collusion Statement

The Undersigned certifies under penalties of perjury that this bid in all respects is bonafide, fair and made without collusion or fraud with any other person. As used in this paragraph, the "PERSON" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Title _____
Signature _____
Company _____



Town of Salem, New Hampshire

Purchasing Department
33 Geremonty Drive
Salem, New Hampshire 03079

No Bid Questionnaire

Reference: Sealed Bid-297

If you choose not to bid, please complete the questionnaire below and return it with your response by the bid opening date. Your assistance in helping us to analyze no bid rationale is very much appreciated. Thank You.

* * * * **No Bid Questionnaire** * * * *

A no bid is submitted in reply to the Town of Salem, NH invitation for bids for (enter requirement description):

Dated _____, for the following reasons:

Item not supplied by our company.
 Bid Specification (Give reason(s) e.g., too restricted, not clear etc.)

 Profit Margin too low
 Past experience with the Town of Salem (give specific's e.g. payment delay, bid process, admin problems, etc.)

 Insufficient time allowed to prepare and respond to bid request.
 Bid requirements too large ____ or too small ____ for our company.
 Priority of other business opportunities limits time.
 Other reason(s) Please Specify: _____

Company Name _____
Address _____
Phone _____

(Signature)

(Name & Title)

General Terms and Conditions

Preparation of Bids/Proposals. Proposals shall be submitted on the forms provided and must be signed by the Bidder or his authorized representative. The person signing the proposal shall initial any corrections to entries made on the attached forms.

Vendors must provide pricing on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form or in the special provisions allowed for partial bids. Failure to provide pricing on all items may disqualify the bid. Alternative bids will be considered, unless otherwise stated, only if the alternate is described completely, including, but not limited to, sample, if requested and specifications sufficient so that a comparison to the request can be made.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Department no later than seven (7) calendar days before the Request for Proposal due date to be considered. Any changes to the Request for Proposal will be provided to all bidders of record.

The name of manufacturer, trade name, or catalog number mentioned in this request for bid description is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory.

Proposals will be considered for any brand that meets or exceeds the quality of the specifications listed. On all such proposals, the bidder shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.

Submitting Bids/Proposals. Proposals must be submitted as directed in the Notice to Qualified Firms, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or emailed will not be accepted.

Withdrawal of Bids/Proposals. Proposals may be withdrawn prior to the opening date and time upon written request of the Proposer. Negligence on the part of the Proposer in preparing his/her proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening.

Award of Contract. It is the policy of the Town of Salem, NH that contracts are awarded only to responsible bidders. In order to qualify as responsible, a prospective vendor must meet the following standards as they relate to this request:

- A. Have adequate financial resources for performance or have the ability to obtain such resources as required during performance.
- B. Have the necessary experience, organization, technical and professional qualifications, skills and facilities.
- C. Be able to comply with the proposed or required time of completion or performance schedule; and
- D. Have a demonstrated satisfactory record of performance.
- E. Adhere to the specifications of this bid and provide all documentation required of this bid.

The contract will be awarded to a responsive & responsible bidder based on the qualifications and experience of the bidder, the quality of the equipment/product /materials/services to be provided and the support that the bidder offers during the duration of the supply terms.

Pricing. Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor and material costs, and any discounts offered.

Delivery. Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices, without extra charge for packing or containers.

Guarantees & Warranty. All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the contractor must inform the Town, in writing, prior to the delivery of an item or any work being performed.

Force Majeure. Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or any other act of God.



Town of Salem, New Hampshire

Purchasing Department
33 Geremony Drive
Salem, New Hampshire 03079

Specifications /Scope of work:

Quantities:

Quantities listed in this bid are estimated yearly tonnages based on prior year averages and in no way reflect the exact tonnages the Town of Salem will use during the winter of 2011-2012. If total quantities exceed or are less than those stated no penalties, price variations or any other change in service or costs will be allowed.

Estimated quantity:

1,500 Tons of Winter Road Sand.

Contract Period:

The prices submitted shall be valid for one (1) year from the effective date of the purchase order issued by the Town of Salem, NH or earlier if determined by the Town of Salem, NH.

Late Delivery:

Deliveries are to be made as requested by the DPW. Deliveries will be accepted only during the normal working hours of the DPW from 7:00 AM to 3:30 PM, Monday thru Friday unless other arrangements are made with the DPW prior to delivery. Deliveries which do not conform to the specs shall be promptly replaced by vendor. Complete deliveries shall be made within 48 hours of the placement of an order except if the DPW makes notification that an emergency condition exists the vendor shall complete delivery within 24 hours of such notice. Sand shall be delivered by trucks with bottom opening tail gates.

The Town of Salem, NH, reserves the right to randomly divert and weigh delivery trucks to the scale house at the Town's Transfer Station on Shannon Road Salem, NH. Weights will be taken both empty and full in order to verify delivery weight of product.

Each delivered load must be accompanied by a certified weight slip for each load. ALL delivery slips must be signed by a representative of the DPW in order for payment to be made unless other arrangements have been made in advance with the DPW Director or his designee. Deliveries are to be made at the DPW 21 Cross Street Salem, NH but can at the Town's request be made anywhere within the Town limits at no extra costs to the Town of Salem, NH.

SPECIFICATIONS

The sand shall be used for road traction and de-icing purposes. The sand shall have hard, strong, durable grains natural or processed in nature with 100 % passing the 3/8 sieve, 95 % of the material passing the #4 sieve and no more than 10 % passing the #200 sieve. The material shall be free of clay, silt, shale, lumps or soft and flaky particles that in the opinion of the Public Works Director or his designee would make the material unsuitable for road de-icing purposes. Absolutely no frozen material will be accepted.

Measurement and payment

Delivered price shall include full cost of loading and transporting the material to any site within the Town of Salem, NH, as determined by the Public Works director or his designee. Picked up price shall include the costs for loading of the material into Town trucks or trucks hired by or working for the Town of Salem, NH. The pick up location shall be designated on the bid sheet by the bidder.

Town of Salem, New Hampshire

*Purchasing Department
33 Geremonty Drive
Salem, New Hampshire 03079
PH (603) 890-2090 FAX (603) 890-2091*

INDEMNIFICATION AGREEMENT

The successful vendor agrees to indemnify, investigate, protect, defend and save harmless the Town of Salem, NH, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials, equipment or supplies in connection with the performance of this contract and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the vendor in the performance of this contract. In any case, the forgoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

- Company _____
- Taxpayer Identification Number_____
- Authorized Signature _____
- Contact Phone _____
- Address _____
- Date _____

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)		
	Business name, if different from above		
	Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=dissociated entity, C=corporation, P=partnership) ► <input type="checkbox"/> Other (see instructions) ►		
	Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	City, state, and ZIP code		
List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the Instructions on page 4.

**Sign
Here** **Signature of
U.S. person ►**

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,