



**Town of Salem NH
Municipal Services Department
Curbside Weed Control Services**

Sealed Bid (2019-008)

SALEM PURCHASING
Christine Wholley, Purchasing Agent
(603) 890-2090
cawholley@salemnh.gov

Christopher Dillon, Town Manager

Prepared for and in coordination with the
Salem NH Municipal Services Dept.
Director of Municipal Services Roy Sorenson
603-890-2154
rsorenson@salemnh.gov

REQUEST FOR PROPOSALS CURBSIDE WEED CONTROL SERVICES

You are cordially invited to submit a proposal for Curbside Weed Control Services in accordance with the attached specifications, terms and conditions. Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

Two (2) copies of the Proposal must be submitted in a sealed envelope, plainly marked:

**Bid 2019-008 - Curbside Weed Control Services
Town of Salem
Purchasing Office
33 Geremonty Drive
Salem NH 03079**

All proposals/bids must be received by **February 20, 2019 at 1:00 p.m. EST**

INTRODUCTION

The Town of Salem NH, is seeking a qualified contractor to provide weed control services in Salem NH for summers 2019, 2020, 2021, with Town option to extend to 2022. The past weed control management programs use by the town have consisted of synthetic product spraying applications.

SCOPE OF SERVICES

The curbside weed control program includes the control of unsightly and damaging pavement weeds. Weeds reduce the life expectancy of sidewalks by allowing water into the sub-grade eventually resulting in increased erosion and frost heaving. Weeds also, when wet, are slippery and a hazard to pedestrians.

There are approximately 25 miles of streets with curb/sidewalks that need spraying in the months of June, July, August and September. See Weed Control Locations and Attachment B Map of Areas of which include some public park areas.

This will be a three (3) year contract with the Town option to extend to an additional year.

GENERAL REQUIREMENTS

- Monthly applications (4 - Total) are required- June, July, August and September.
- Rodeo herbicide or equal will be utilized. Rodeo is not active in the soil and will not move to non-target areas.

- No long lasting (residual) herbicides will be allowed on pavement surfaces due to potential for runoff to non-target areas, i.e. wetlands, lawns
- Brick sidewalks require more work than other pavement surfaces
- All applicators will be state licensed.

SCHEDULING OF WORK

- The time frame for completion will be within the first two weeks of each month of June, July, August and September.
- Work will be completed within two work days each month for the four applications. This will assure timely elimination of weeds and prevent unsightly large dead weeds. Contractor shall have necessary equipment and/or labor to meet this.
- Contractor will schedule work with the Public Works Division (603) 890-2150 at least 48 hours prior to beginning work and must provide list of streets completed each day.
- Work must be scheduled in accordance with weather conditions best suited for application.
- Traffic and pedestrian safety must be adhered to at all times.

PROJECT REQUIREMENTS

- A permit from the NH Division of Pesticide Control is required. The application submitted and will include GIS maps (required) depicting spray locations.
- Contractor must adhere to all requirements as outlined in the New Hampshire Department of Agriculture, Markets and Food Special Permit including advanced notifications.
- Information on the firm shall be provided. Such information shall elaborate on the firm's size, areas of specialization, and list current projects underway including licenses. Provide similar information on all subcontractors that will be utilized.
- All materials, equipment and labor shall be furnished by the Contractor to complete the work as specified.

WEED CONTROL LOCATIONS

- **Streets-** Broadway Street, Cluff Crossing Road, Cross Street, Kelly Road, Lake Street, Main Street, Mall Road, Millville Street, North Policy Street, Old Rockingham Road, Pleasant Street, School Street, Veterans Parkway
- **Parks-** Old Town Common and Salem Museum (brick sidewalk and cinder walkways); Michele Park (baseball infield and fence line weeds)

GENERAL TERMS AND CONDITIONS

PREPARATIONS 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.

Completed Bid proposals shall contain the following:

- Completed and executed Bid Form
- Narrative of work experience and qualifications.
- Executed Statement of Non-Collusion
- Executed Indemnification Agreement
- Completed Notice to Qualified Firms
- Completed Specifications Exception Form

Prospective Bidders are encouraged to complete the No Bid Questionnaire (See Appendix A) if they choose not to bid.

SUBMITTED 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.

WITHDRAWING BIDS/PROPOSALS: Proposals may be withdrawn prior to the opening date and time upon written request of the Bidder up to three (3) calendar days prior to the bid opening. Negligence on the part of the Bidder in preparing his/her proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening.

PROPOSAL EVALUATION: **The Town of Salem (Owner) reserves the right to reject any and all proposals received in response to the proposal. A proposal may be rejected, if the Bidder:**

- Fails to adhere to one or more of the provisions established in the Bid and General Terms and Conditions.

- Fails to submit its proposal at the time or in the format specified herein or to supply the minimum information requested herein.
- Fails to meet the minimum evaluation criteria specified in the Bid and General Terms and Conditions.
- Fails to submit its proposal to the required address on or before the deadline date established by the Town.
- Misrepresents its services, experience and personnel by providing demonstrably false information in its proposal or fails to provide material information.
- Fails to submit its cost on the enclosed bid form.
- Refuses a reasonable request for an interview.
- Refuses to provide clarification requested by the town.

RECEIPT AND OPENING OF PROPOSALS: Proposals shall be submitted prior to the time fixed in the Request for Sealed Bids/RFP. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS: All sealed bids received will be considered confidential and not available for public review until after the bid opening is conducted. Results will not be given over the phone. Requests for bid results shall be submitted in writing to the Purchasing Agent after the public opening. Request for Proposals will remain confidential until the Bidder has been selected.

KNOWLEDGE AND EXPERIENCE: Only Contractors experienced in the industry will be considered for the work. Contractors shall submit a concise summary demonstrating their qualifications, including a minimum of three municipal and/or private references familiar with their work. Highlight your company's experience to provide the highest quality and effective product and reliable service and support.

References will be contacted to confirm the quality of previously completed work, suitability of Contractor operations, and responsiveness to the owner's needs.

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 Contractor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance.
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities.
- Be able to comply with the proposed or required time of completion or performance schedule; and
- Have a demonstrated satisfactory record of performance.
- 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. No award will be made to any Bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the Work successfully. The Owner's decision or judgment on these matters shall be final, conclusive, and binding. The Owner may make such investigations as it deems necessary, and the Bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.

EXECUTION OF AGREEMENT: The successful Bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the town within ten (10) calendar days from the date mailed or otherwise delivered to the successful Bidder.

FAILURE TO EXECUTE AGREEMENT: Failure of the successful Bidder to execute the agreement at the date and time agreed upon by the Town and the successful Bidder shall be just cause for cancellation of the award and forfeiture of all deposits.

CONTRACT TERMINATION: If at any time the Bidder fails to provide proper services during the contract period, the Town of Salem, NH will have the option to terminate the contract at any time without notice.

FAILURE TO SUPPLY GOODS OR SERVICES: If during the contract period the successful vendor fails to supply the Town of Salem, New Hampshire with the equipment/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.

RIGHT TO REJECT BIDS: The Town reserves the right to reject any and all sealed bids, should the Town deem it to be in the best interest of the public.

INSURANCE CERTIFICATES:

Prior to award of this contract, the Contractor shall submit insurance certificates indicating coverage for all vehicles, public liability and property damage in the following amounts:

Comprehensive General Liability	\$ 1,000,000/\$ 3,000,000
Auto Liability: Property Damage	\$ 1,000,000/\$ 1,000,000
Personal Injury	\$ 1,000,000/\$ 3,000,000
Workmen's Compensation	as required by the State of New Hampshire

Liability Insurance will include "Pollution coverage" and "Additional Insured". Pollution coverage offers protection from accidental or purposeful herbicide applications to waters.

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. All services,

materials, labor, and equipment required for the Work, will be supplied at the prices provided in the submitted Bid Form and are intended to provide a complete project.

OR-EQUAL: 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.

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.

GENERAL CONTRACT REQUIREMENTS:

Contractor Damage Liability: The Contractor shall be wholly liable for any damages caused by his work effort. Any and all repairs shall be complete prior to project acceptance. All cleanup and repair work will be the responsibility of the Contractor, including removal of all excavated or damaged materials.

Police Details: Police details shall be scheduled as required and only if necessary as decided by Town, and paid by the Municipal Services Department. The Contractor shall coordinate and confirm work schedule with the Municipal Services Department.

BID FORM

This will be a three (3) year contract with the Town option to extend to an additional year. The Town assumes annual pricing will be the same for those three years, however contractor may bid pricing for individual years. Award will be given based off of lowest three year combined total cost.

ANNUAL PRICING:

Fees for requested services: for Complete Weed Control – top & bottom of curb

2019: Per mile \$ _____ x 30+/- miles = \$ _____ x 4 months = \$ _____

2020: Per mile \$ _____ x 30+/- miles = \$ _____ x 4 months = \$ _____

2021: Per mile \$ _____ x 30+/- miles = \$ _____ x 4 months = \$ _____

COMBINED TOTAL COST: \$ _____

HERBICIDE PRODUCT:

OR EQUAL (If Applicable):

Provide detailed information on ALL the product (MSDS Sheets) and method being used in application.

EQUIPMENT DESCRIPTION: (All equipment shall be less than 10-years old)

KNOWLEDGE AND EXPERIENCE: Contractors shall submit a concise summary demonstrating their qualifications, including a minimum of three municipal and/or utility references familiar with their work.

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Date _____ Name of Entity submitting qualifications, whether individual
partnership, corporation, joint venture or other business or legal entity.

Type of Entity

Address

Telephone

By _____
Authorized Signature of Entity submitting qualifications

Submitter's duly authorized position, office or title

NON-COLLUSION STATEMENT

The Undersigned certifies under penalties of perjury that this bid in all respects is bona fide, 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 _____

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 _____

Notice To Qualified Firms

***Do not alter bid documents in any way.**

***All bid documents must be filled out to be considered.**

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.

For questions or clarification on specifications please contact

Municipal Services Director Roy Sorenson (603)890-2154 or rsorenson@salemnh.gov

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 OR EMAIL BIDS, THEY WILL NOT BE ACCEPTED.

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.

Appendix A

No Bid Questionnaire



Town of Salem, New Hampshire Purchasing Department

Municipal Offices, 33 Geremonty Drive, Salem, New Hampshire 03079

tel: (603) 890-2090 fax: (603) 898-1223

Nicole McGee, Finance Director

Christine Wholley, Purchasing Agent

No Bid Questionnaire

Reference: Sealed Bid 2019-008

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 _____

(Name & Title)

(Signature)

W-9

Form
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

Print or type Sole Specific Instructions on page 2		1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
		2 Business name/disregarded entity name, if different from above	
		3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ► _____	
		4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): <small>Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small></small>	
		5 Address (number, street, and apt. or suite no.)	Requestor's name and address (optional) Town of Salem, NH 33 Ceremony Drive Salem, NH 03079
		6 City, state, and ZIP code	
		7 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 generally 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 instructions for line 1 and 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

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

Date ►

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requestor) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requestor with a TIN, you might be subject to backup withholding. See **What is backup withholding?** on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See **What is FATCA reporting?** on page 2 for further information.

Appendix B

Map of Areas

Weed Control Roads Salem, NH

