



**Request for Proposals
RFP 2022-048
Sewer Main Lining
Town of Salem NH**

SALEM PURCHASING
Gia Faccadio, Purchasing Agent
Nicole McGee, Finance Director

Christopher Dillon, Town Manager

Prepared for and in coordination with
SALEM MUNICIPAL SERVICES
ENGINEERING ♦ PUBLIC WORKS ♦ UTILITIES

GENERAL TERMS AND CONDITIONS

PREPARATIONS OF BIDS: Bids shall be submitted on the forms provided and must be signed by the Bidder or their authorized representative. The person signing the bid shall initial any corrections to entries made on the attached forms.

Bidders must provide pricing on all items appearing on the bid form. Failure to provide pricing on all items may disqualify the bid.

Bidders shall include product submittals for the structural liner, structural liner calculations, and end seals. Failure to provide submittals may be sufficient grounds for rejection of the bid.

SUBMITTED BIDS: 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WITHDRAWING BIDS/PROPOSALS: Proposals may be withdrawn prior to the opening date and time upon written request of the Bidder up to three (3) calendar days prior to the bid opening.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 OF BIDS: Bids shall be submitted **no later than 2:00pm on November 21, 2022.** Bids received after that time shall not be considered.

PROPOSAL RESULTS: All sealed bids received will be considered confidential and not available for public review until after the bid opening is conducted. Bid and RFP openings will be scheduled and opened accordingly. Results will not be given over the phone. Requests for bid results shall be submitted in writing or send an email to gfaccadio@salemnhanh.gov to receive sealed bid results after the the public opening. All Bids, RFP;s, and RFQ's will remain unofficial and if applicable confidential until the award has been posted on the Town's website.

KNOWLEDGE AND EXPERIENCE: Complete the Knowledge and Experience form in Appendix A.

REFERENCES: Complete References form in Appendix B.

ACKNOWLEDGEMENT: Complete all forms in Appendix C.

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 bidder 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 best cost, including 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 contract terms.

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.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the bidder, the Town will complete the execution of the agreement and return the agreement to the contractor. The Agreement accompanied by a Town issued purchase order will be delivered to the contractor and will constitute a mutual approval and agreement by both parties to abide by the terms and conditions of the agreement.

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 proposer 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.

RIGHT TO REJECT BIDS: The Town reserves the right to reject any and all 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/\$ 1,000,000
Auto Liability: Property Damage	\$1,000,000/\$ 1,000,000
Personal Injury	\$ 1,000,000/\$ 1,000,000
Workmen's Compensation	as required by the State of New Hampshire

BONDS: The successful bidder shall provide a performance bond in the amount of \$40,000.00.

PERMITTING: The successful bidder shall be responsible for obtaining all required permits from the Town.

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.

INVOICING:

Invoices must be physically mailed and/or submitted (emailed invoices unacceptable) to Accounts Payable at:

Town of Salem
c/o Accounts Payable
33 Geremonty Drive
Salem NH 03079.

The invoice must include an itemization of all bid form items. The total amount due shall be clear and apparent on the invoice for proper payment. Payment terms are net thirty (30) days from the date of the invoice. General terms as allowable: Invoices received by the fifteenth of each month should get processed for said month with payment available through said month check disbursement.

TAX:

The Town is exempt from all sales and federal excise taxes. Our exemption number is 026000817
Please Invoice less these taxes.

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 AND WARRANTIES: 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.

POLICE DETAILS: Police Details shall be scheduled as required for safety, by the contractor and as required by Town, and will be paid by the Municipal Services Department. The Contractor shall coordinate and confirm work schedule with the Municipal Services Department, or the designee, discuss Police Detail, if approved, and if applicable, provide detail slips back to Municipal Services.

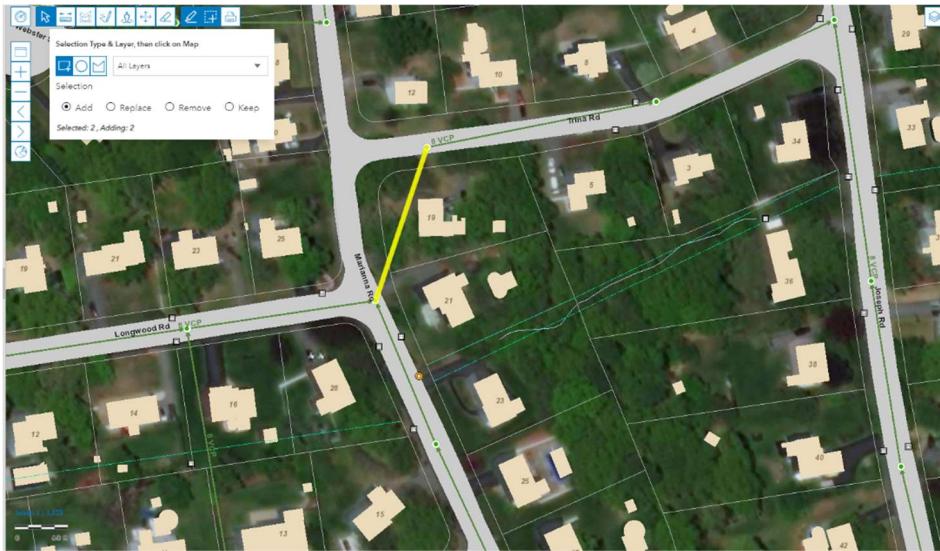
**REQUEST FOR PROPOSALS
RFP 2022-048
SEWER MAIN LINING**

You are cordially invited to submit a bid for Sewer Main Lining in accordance with the attached specifications, terms, and conditions listed in which can be obtained at <https://www.townofsalemnh.org/purchasing>. The Town of Salem, NH, is seeking a qualified contractor to provide sewer main lining services. Requirements under this contract include cleaning and lining an 8" clay sewer main on Marianna Rd. See image below. Total length of the main is estimated to be approximately 190'. Depth of the main is approximately 8'. The liner shall be structural and end seals must be installed. **All proposals/bids must be received by November 21, 2022, at 2:00 PM EST. Two (2) copies of the BID package must be submitted in a sealed envelope, plainly marked:**

**RFP 2022-048
Sewer Main Lining
Town of Salem
Purchasing Office
33 Geremonty Drive
Salem NH 03079**

SCOPE OF WORK

The Town of Salem, NH, is seeking a qualified contractor to provide sewer main lining services. Requirements under this contract include cleaning and lining an 8" clay sewer main on Marianna Rd. See image below. Total length of the main is estimated to be approximately 190'. Depth of the main is approximately 8'. The liner shall be structural and end seals must be installed.



The main was cleaned and video inspected on October 14, 2022. It is in good shape however fine roots were found at some of the joints, and there were two service taps that will need to be reinstated. An item for root removal has been included in these bid documents to be used if necessary. The video and condition report will be provided upon request.

Maintenance of traffic shall be subsidiary to bid items except that police detail charges will be paid by the town once detail invoices have been provided by the successful bidder.

In addition to the scope above, the contractor may be hired for additional lining work on an as needed/on call basis.

Contract supervision shall be under the general guidance of the Town of Salem Municipal Services Department, Engineering Division, but also includes Public Works and Utilities.

ITEM SPECIFICATIONS

Item 1: Sewer Cleaning and Lining 8" Sewer Main

Description: This work shall consist of all materials labor and equipment required to install a cured in place structural liner as per manufacturer specifications, as well as restoration of disturbed areas back to existing conditions (if necessary). This shall include but is not limited to mobilization and demobilization, cleaning and video inspection, bypass pumping, liner and end seal installation, service tap restoration, scheduling police details, and maintenance of traffic.

Traffic control shall comply with MUTCD requirements.

Materials: The materials shall be a cured in place structural liner with end seals. Actual product to be used shall be approved by submittal. Submittals shall include structural liner, liner structural calculations, and end seal. A video of the lined pipe with reinstated service taps and end seals shall be provided to the Town after installation is completed.

Measurement and Payment: Payment will be per liner foot of cured in place structural liner installed. Measurement will be from end of liner to end of liner. Payment will not be made until the final video has been received by the Town and work is accepted by the Town. Successful bidder shall submit police detail invoices to the Town.

Item 2: Root Cutting

Description: This work shall consist of all materials labor and equipment required to cut roots from the pipe in order to install the structural liner per manufacturer specifications. This shall include but is not limited to mobilization and demobilization, maintenance of traffic, and scheduling of police details.

Measurement and Payment: Payment will be per hour. Hours will be measured from the time equipment arrives on site until root cutting is completed.

**REQUEST FOR PROPOSALS
SEWER MAIN LINING**

RFP 2022-048

BID FORM

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	SEWER CLEANING AND LINING 8" SEWER MAIN	190	LF	\$	
2	ROOT CUTTING	8	HR	\$	
				BID TOTAL	\$

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.

VENDOR: _____ **SIGNATURE:** _____ **DATE:** _____

APPENDIX A: KNOWLEDGE AND EXPERIENCE

Appendix A
KNOWLEDGE AND EXPERIENCE

Section 1: Previous Experience in providing a level of service on like-sized public and/or private projects.

Please answer the following:

1. How many years has your company been in business under its present business name?

2. Describe your previous experience providing sewer lining services. for like- sized jurisdictions.

3. Describe management personnel's experience with accounts of similar size and scope, company structure, and staff assigned to the resulting agreement.

4. State any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances.

APPENDIX B: REFERENCES

Appendix B

REFERENCES

REFERENCES: Assessment of Work Quality, Performance and Working Relationships with Current and Recent Clients

List three (3) like-sized customers that you have provided sewer main lining services to within the last three (3) years. Provide the following information for each contact:

a. Customer Name: _____

b. Customer Contact Name: _____

c. Phone Number: _____

d. Number of years your firm has provided traffic signal services: _____

e. Number of facilities/locations where services have been provided: _____

a. Customer Name: _____

b. Customer Contact Name: _____

c. Phone Number: _____

d. Number of years your firm has provided traffic signal services: _____

e. Number of facilities/locations where services have been provided: _____

a. Customer Name: _____

b. Customer Contact Name: _____

c. Phone Number: _____

d. Number of years your firm has provided traffic signal services: _____

e. Number of facilities/locations where services have been provided: _____

APPENDIX C: ACKNOWLEDGEMENT FORMS

SIGNATORY DECLARATION

I, the undersigned, acknowledge completion and receipt of the Authorized Signatory Declaration Form, and fully understand my responsibility as an Authorized Signatory on this document and all subsequent forms thereof requiring signature. In particular I understand rules regarding the referencing, checking, and verification as necessary for disclosure to award this bid as requested and defined within this document. The bid document as submitted has not been altered knowing all information must be filled out correctly for consideration. It is hereby understood that the Town of Salem reserves the right to reject any and all bids or parts of bids; to waive any defects, information, and minor irregularities; to accept exceptions to these specifications; to award contracts, or to cancel this request, if it is in the Town's best interest to do so.

Written Name of Authorized Signatory: _____

Title: _____

Signature: _____

Date: _____

Company: _____

Address: _____

Phone: _____

Email: _____

NON-COLLUSION STATEMENT

By Submission of the Bid, the Bidder Certifies that:

1. This bid has been independently arrived at without collusion with any other competitor or potential competitor;
2. This bid has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids for this project, to any other bidder, competitor, or potential competitor;
3. No attempt has been made to induce any other person, partnership or corporation to submit or not to submit a bid;
4. The person signing this bid certifies that they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
5. That attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of the certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

Signature: _____

Date: _____

INDEMNIFICATION AGREEMENT

The successful bidder 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.

Signature: _____

Date: _____

NO BID QUESTIONNAIRE

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.

A no bid is submitted in reply to the Town of Salem, NH invitation in reference to:

Given the following:

Item not supplied by our company
 Bid Specification (Provide reason)

Profit Margin too low
 Past experience with the Town of Salem (Provide reason)

Insufficient time allowed to prepare and respond to bid request
 Bid requirements (Provide reason)

Priority of other business opportunities limits time.
 Other reason(s): _____

Signature: _____

Date: _____

IRS W-9 Form

Please download and complete the IRS W-9 form by following this link: [Form W-9 \(Rev. October 2018\) \(irs.gov\)](https://www.irs.gov/forms-pubs/about-form-w-9). Include the completed W-9 form when submitting this bid package.