



**Request for Bids  
Right of Way Herbicide Services  
RFB (2022-003)  
Town of Salem NH**

**SALEM PURCHASING**

Gia Faccadio, Purchasing Agent  
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Prepared for and in coordination with

**SALEM MUNICIPAL SERVICES**  
ENGINEERING ♦ PUBLIC WORKS ♦ UTILITIES

## 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.

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.

**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**WITHDRAWING BIDS/PROPOSALS:** Proposals may be withdrawn prior to the opening date and time upon written request of the Proposer.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.

### **PROPOSAL EVALUATION:**

The Town reserves the right to reject any and all proposals received for the following reasons including but not limited to:

- Fails to adhere to one or more of the provisions established in the proposal.
- 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 this proposal.
- 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. Bid and RFP openings will be scheduled and opened accordingly. Results will not be given over the phone. Please send your request in writing or send an email to [gfaccadio@salemh.gov](mailto:gfaccadio@salemh.gov) to receive sealed bid results after 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 website.

**KNOWLEDGE AND EXPERIENCE:** If and as requested per document, provide a description of the firm's knowledge and experience in the industry. Highlight your company's experience to provide the highest quality and effective product and reliable service and support.

**REFERENCES:** If and as requested per document, projects within the past ten years best illustrating current qualifications for this project.

**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:

- 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 contract terms.

**EXECUTION OF AGREEMENT:**

The successful proposer 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 Proposer.

**APPROVAL OF AGREEMENT:**

Upon receipt of the agreement that has been fully executed by the proposer, the owner 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 proposer to execute the agreement at the date and time agreed upon by the Town and the successful Proposer 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 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

**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 fuel surcharges, delivery charges and miscellaneous charges that are not part of the terms and conditions of this contract will only hold up payment if they are added to the submitted invoice.

**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 items, supplies, repairs, labor furnished, including unit list pricing, and net pricing, as identified in the bid award. 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 before the twentieth 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 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 BIDS  
RIGHT OF WAY HERBICIDE SERVICES**

You are cordially invited to submit a proposal for Right of Way Herbicide 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:***

**RFB 2022-003 – Right of Way Herbicide Services  
Town of Salem  
Purchasing Office  
33 Geremonty Drive  
Salem NH 03079**

All proposals/bids must be received by **February 17, 2022 at 10:00 AM EST**

## **INTRODUCTION**

The Town of Salem NH, is seeking a qualified contractor to provide weed control services in Salem NH for summers 2022, 2023, 2024, with Town option to extend to 2025. 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 30 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. The Town may also seek additional spraying throughout the Town for Japanese Knotweed. This cost will be separate from this bid.

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

## **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 workdays 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, Right of Way/Forest is required. The application submitted shall 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 including MSDS and/or public notification announcements.
- Any spraying that is deemed insufficient for any reason in controlling growth will be redone by the contractor at their own cost.

## **WEED CONTROL LOCATIONS**

- **Streets**- See index on map, Attachment B
- **Parks**- Old Town Common and Salem Museum (brick sidewalk and cinder walkways); Michele Park (baseball infield and fence line weeds)
- **Properties** – Town Hall and District Court as instructed.

## 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 and surface as applicable.

2022: Per mile \$ \_\_\_\_\_ x 30+/- miles = \$ \_\_\_\_\_ x 4 months = \$ \_\_\_\_\_

2023: Per mile \$ \_\_\_\_\_ x 30+/- miles = \$ \_\_\_\_\_ x 4 months = \$ \_\_\_\_\_

2024: 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.

For items below please include additional sheets as necessary for request:

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

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**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.

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***AWARD :*** *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 contract terms. The Town at its discretion may move to another bidder should the original awarded bidder fail to meet the requirements set forth.*

## APPENDIX A: 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 or proposal 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 proposals or parts of proposals; 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 or Proposal, the Bidder Certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other competitor or potential competitor;
2. This bid proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals 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 or proposal;
4. The person signing this bid or proposal certifies that he has fully informed himself 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 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.

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:

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Given the following:

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

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

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

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

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Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Request for Taxpayer  
Identification Number and Certification**► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.Give Form to the  
requester. Do not  
send to the IRS.Print or type.  
See Specific Instructions on page 3.

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 of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.					
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►					
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):					
Exempt payee code (if any) _____					
Exemption from FATCA reporting code (if any) _____					
<small>(Applies to accounts maintained outside the U.S.)</small>					
5 Address (number, street, and apt. or suite no.) See instructions.			Requester's name and address (optional)		
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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* 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 for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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**General Instructions**

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) 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 requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## APPENDIX B: MAP OF AREAS

# Application of Right of Way Herbicides, Salem, NH

