



**Request for Bids
Gravel, Soil, and Fill Materials
RFB (2022-015)
Town of Salem NH**

SALEM PURCHASING

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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WITHDRAWING BIDS/PROPOSALS: Proposals may be withdrawn prior to the opening date and time upon written request of the Proposer.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 gfacadio@salemnh.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 best (lowest) cost first understanding 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/\$ 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

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 GRAVEL, SOIL, AND FILL MATERIALS

You are cordially invited to submit a proposal for Gravel, Soil, and Fill Materials in accordance with the attached specifications, terms, and conditions listed in RFB 2022-015 Gravel, Soil, and Fill Materials which can be obtained at <https://www.townofsalemnh.org/purchasing>. The Town of Salem NH is requesting bids from vendors for earth products to be delivered and/or picked up as needed. All products requested shall conform, equal, or beat NHDOT/MASSDOT Specifications. This will be a three (3) year contract, 2022 – 2024. **All proposals/bids must be received by March 10, 2022, at 9:00 AM EST. Two (2) copies of the BID Sheet must be signed and submitted in a sealed envelope, plainly marked:**

**RFB 2022-015
Gravel, Soil, and Fill Materials
Town of Salem
Purchasing Office
33 Geremonty Drive
Salem NH 03079**

INTRODUCTION

The Town of Salem NH is seeking qualified vendors to provide various types of gravel, soil, and fill materials as needed. This will be a three (3) year bid award from 2022 – 2024.

GENERAL BID INFORMATION/REQUIREMENTS

1. This is a blanket bid for the purchase of various gravel, soil, and fill materials to be ordered, “as needed”, with no guarantee of annual consumption.
2. The products requested through vendors shall conform, equal, or beat NHDOT/MASSDOT Specifications.
3. Materials are to be priced applicable and accordingly:
 - Delivered to Public Works, 21 Cross Street, Salem NH
 - Picked up by Town trucks at your pit location.
4. For those materials delivered: The Town will split the award to multiple vendors based on lowest most responsive bidder.
5. For those materials picked up by Town: The Town will split the award to multiple vendors based on lowest most responsive bidder AND proximity of Vendor’s Pit in relation to Public Works Building.
6. The Town of Salem NH is exempt from all sales and federal excise taxes. Exemption number is 026000817. Please Invoice less these taxes.

7. Bid Form: Fill in those areas that are applicable and/or interested in submitting a Bid. Any items left blank will not be considered.
8. EQUAL: If an interested vendor has a comparable product to what is being requested but it is called something different from that listed, the product name must be specified in the Product Description column; i.e., $\frac{3}{4}$ " crushed stone vs. $\frac{3}{4}$ " ledge, etc., and a general specification sheet thereof submitted with Bid.
9. VENDOR "PAC": Assuming a custom "PAC" by Vendor which is a gravel pack $\frac{3}{4}$ " and fine.
10. PRODUCT DELIVERABLES: The Town of Salem NH reserves the right to cancel the Bid Award for the following but not limited to: inferior product, delayed delivery times, poor billing administration, and non-disclosure. In such an instance the Town of Salem NH will formerly notice the Vendor and Re-Award to the next lowest most responsive bidder.
11. UNITS: all units per TON **EXCEPT** Loam which is Cubic Yards
12. Vendors shall complete, sign, and return two (2) copies of the BID Sheet and include any additional specification sheets as back-up for EQUAL(s).
13. General Terms and Conditions attached hereto as supplemental to those binding here in General Bid Information/Requirements.

BID FORM

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

RFB 2022-015 GRAVEL, SOIL, AND FILL MATERIALS

MATERIAL	DELIVERED PRICE	PICKED UP PRICE	EQUAL
Sand - Washed			
Winter Road Sand			
3/4" Stone Base			
1 1/2" Stone Base			
Vendor "Pac"			
Stone Dust			
3/8" Crushed Stone (Round)			
3/8" Crushed Stone (Angular)			
1/2" Crushed Stone (Round)			
1/2" Crushed Stone (Angular)			
3/4" Crushed Stone (Round)			
3/4" Crushed Stone (Angular)			
1 1/2" Crushed Stone (Round)			
1 1/2" Crushed Stone (Angular)			
Rip Rap 3-4 inch			
Rip Rap 6 inch			
Bank Run Sand			
Bank Run Gravel			
Blast Rock			
Native Clay			
Screened Loam(Cubic Yards)			
Unscreened Loam(Cubic Yards)			
Vendor Pit Location			

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.

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.

The Interested Vendor here understands the intent of the bid including specifications thereof products requested.

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. For those materials delivered: The Town will split the award to multiple vendors based on lowest most responsive bidder. For those materials picked up by Town: The Town will split the award to multiple vendors based on lowest most responsive bidder AND proximity of Vendor's Pit in relation to Public Works Building.