



# **2009 (1) Ton Dump Body Sealed Bid (Bid-242) Town of Salem**

**May 2009**

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**SALEM PURCHASING DEPARTMENT**

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

Mr. Jonathan Sistare, Town Manager

Prepared for and in coordination with the  
**Department of Public Works**  
Ted Puzniak, Fleet Maintenance  
603-890-2161 fax 603-893-3882  
tpuzniak@ci.salem.nh.us

**COMPETITIVE SEALED BIDS**  
**2009 (1) Ton Dump Body**  
**May 2009**

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. “(1) Ton Dump Body”

Sealed bids must be received no later than May 6<sup>th</sup> 2009 before 11:00am 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-242 “(1) Ton Dump Body”**”

All sealed bids received will be considered confidential and not available for public review until after the bid opening on May 6<sup>th</sup> 2009 at 11:00am.

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

**STEPHEN ARTEMIS**  
Purchasing Coordinator  
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 Coordinator at 603-890-2090 or [sartemis@ci.salem.nh.us](mailto:sartemis@ci.salem.nh.us). Bid documents may be picked up at the office of the Purchasing Coordinator 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-242 [www.townofsalemnh.org](http://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 05/06/2009 before 11:00 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 Coordinator (603) 890-2090

For specification information please contact  
Ted Puzniak, Fleet Maintenance 603-890-2161

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**

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**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.

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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.



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**Form for General Bid**

In compliance with all specifications enclosed the Bidder hereby proposes to supply a (1-Ton) Dump Body in strict accordance with the specifications provided. The undersigned will provide and deliver the following at the pricing listed below.

- Net Price Delivered, Salem-NH \_\_\_\_\_
- Estimated Date Of Delivery \_\_\_\_\_
- Warranty Coverage \_\_\_\_\_
- Proposal Submitted by (Company Name) \_\_\_\_\_
- Title \_\_\_\_\_ Authorized Signature \_\_\_\_\_
- Printed Name \_\_\_\_\_ Contact Phone \_\_\_\_\_
- Address \_\_\_\_\_ Date \_\_\_\_\_
- Email \_\_\_\_\_



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**Insurance Requirements**

At the Vendors sole expense, the successful Vendor shall procure and maintain insurance with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property arising out of or related to the goods to be delivered or the Vendors performance hereunder and shall furnish to the town certificates of such insurance.

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

**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**

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**No Bid Questionnaire**

Reference: Sealed Bid-242

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.

**Vehicle Delivery Requirements**

The (1) Ton Dump Body shall be delivered new and must meet all federal and state equipment and safety requirements. Dealer advertising or logo shall not be displayed on this dump body. This dump body will be inspected upon delivery prior to acceptance by the Public Works Department. Dealer must be located within a 50 mile radius to the Town of Salem, NH for parts and service work.



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**Specifications**

**9' 3-4 YD dump body w/24" cab shield  
10 gauge construction sides, front and one piece floor  
box top rail w/vertical side bracing  
3" channel cross members w/6" channel long members  
quick release upper tailgate hardware  
ICC lights, reflectors, front and rear mud flaps  
Painted black  
½ "PLATE W/ COMBO HOOK-D-RINGS/7 WIRE TRAILER PLUG**

**Single cylinder sub frame type, direct  
Lift hoist w/safety brace and B.U. alarm  
Electric hyd power pack  
4 LED strobe lights in rear posts and front face of cab shield  
Complete unit installed and fully operational  
All books and paperwork to be included with package**



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**INDEMNIFICATION AGREEMENT**

The successful vendor agrees to indemnify, investigate, protect, defend and save harmless the Town of Salem, NH, it's 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 \_\_\_\_\_
- Email \_\_\_\_\_