



Bituminous Concrete Sealed Bid (Bid-250) Town of Salem

May 2009

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

Public Works Department

Dave Wholley, Operations Manager

603-890-2159 fax 603-890-3882

dwholley@ci.salem.nh.us

**COMPETITIVE SEALED BIDS FOR
BITUMINOUS CONCRETE
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. "Bituminous Concrete"

Sealed bids must be received no later than May 11th 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-250 "Bituminous Concrete"**"

All sealed bids received will be considered confidential and not available for public review until after the bid opening on May 11th 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. 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-250 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 05/11/2009 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
Dave Wholley, Public Works (603) 890-2159

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.

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 / Specifications

In compliance with all specifications enclosed the Bidder hereby proposes to supply the listed materials, services supplies in strict accordance with the specifications provided. The contract will last (1) year from the date of award.

The Proposal must meet or exceed the specifications listed.
Please provide pricing in the spaces below.

<u>Base Courses</u>	Bituminous Concrete Cost per ton
Type A: 1-1/4	_____
Type B: 3/4"	_____
Type C: 1/2"	_____
 <u>Wearing Courses</u>	
Type D: 3/4"	_____
Type E: 1/2"	_____
Type F: 3/8"	_____
 Berm Mix	_____
 Cold Patch/per ton	_____
Specialty Patch/per ton	_____
--(Upm/Qpr/Performance)	_____
Emulsion/Tack (5 Gallon pail)	_____

The Bituminous concrete and cold patch shall meet or exceed the requirements as stated in attached specifications, adopted by the State of New Hampshire- Department of Transportation, "Road and Bridge Construction". All materials to conform to State of New Hampshire specifications for road and bridge construction, latest edition.

<u>Material</u>	<u>Quantity</u>
Bituminous Concrete	5000 Tons
Cold Patch	250 Tons
Specialty Patch	250 Tons
Emulsion/Tack (5 Gallon pail)	50 pails

- Proposal Submitted by (Company Name) _____
- Title _____ Authorized Signature _____
- Printed Name _____ Contact Phone _____
- Address _____ Date _____
- Email _____



Town of Salem, New Hampshire

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Form of Agreement

THIS AGREEMENT, Made this _____ day of _____, 20__by and between the Town of Salem, NH and (Contractor's Name)_____ agrees to all of the specifications within this bid/proposal.

The CONTRACTOR will furnish all of the documents, materials, products, supplies, tools, equipment, labor and any other services necessary for the application to meet or exceed all requirements stated in the specifications.

The CONTRACTOR will supply products/services after the bid/proposal is formally awarded and the prices proposed in the form for general bid will remain firm for (1) year from the date of award.

Bid/Proposal Award

If during the contract period the successful vendor fails to supply the Town of Salem, New Hampshire with the products/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. If at any time the Vendor fails to provide proper services /materials (s) during the contract period, the Town of Salem, NH will have the option to terminate the contract at any time without notice. If contract is in good standing and it needs to be cancelled by either party, a thirty (30) days written notice by registered mail addressed to the other party will be required. The Undersigned hereby agrees to abide by the terms and conditions stated in this form of agreement.

Title _____
Signature _____
Company _____



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Insurance Requirements

A current Insurance certificate must be provided prior to commencing any work on this project, in the following amounts:

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

The Contractor shall procure and maintain for the duration of this project Workmen's Compensation Insurance as required by State Law for all of his employees that are engaging in any work at the site of the project whether direct employees or subcontracting associates.

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 _____



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No Bid Questionnaire

Reference: Sealed Bid-250

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.

Payment. Payment will be made net 30 days from the date of the invoice. Invoices submitted after 90 days will require proof of service, delivery of materials, supplies, equipment or work performed. Failure to provide proof of service on invoices submitted past 90 days will result in a review to determine whether payment will be issued.

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.



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33 Geremonty Drive

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(603) 890-2090 FAX (603) 890-2091

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 _____