Crushed Stone & Gravel
Sealed Bid #2014-007
Town of Salem, NH
May 2014

SALEM PURCHASING
Julie Adams, Purchasing Agent
603-890-2090 fax 603-890-2091
jadams@ci.salem.nh.us

Keith Hickey, Town Manager
Prepared for and in coordination with the
Department of Public Works
Dave Wholley, Operations Manager
603-890-2159 fax 603-890-3882
dwholley@ci.salem.nh.us
COMPETITIVE SEALED BIDS FOR

Crushed Stone & Gravel
Sealed Bid #2014-007

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: Crushed Stone & Gravel.

Sealed bids must contain (1) one original and (1) one copy, and be received no later than June 10th, 2014 before 11:00am, in order to be eligible for consideration by the town. Each bid must be submitted in a sealed envelope that is clearly marked: Sealed Bid #2014-007 Crushed Stone & Gravel, Attention: Julie Adams, Purchasing Agent, and delivered to the Building Department, upstairs, at the following address:

Salem Town Hall
33 Geremonty Drive
Salem NH 03079

Upon receipt, all sealed bids and correspondence relating to this ITB, shall be date and time stamped. All sealed bids received will be considered confidential and not available for public review until after the bid opening on June 10th, 2014 at 11:00am. Late bids will not be considered.

Please visit our website to download a copy of Sealed Bid #2014-007 at www.townofsalem.org (Finance-Purchasing/bids-proposals). Copies will not be faxed or emailed. Qualified Firms requiring additional information or clarification relative to the contents of the bid may contact Julie Adams, Purchasing Agent, at 603-890-2090 or jadams@ci.salem.nh.us during the following business hours: Monday through Friday 9:00am to 2:00pm.

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.
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 from 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 in response to the proposal. A proposal may be rejected, if the Firm:

a. Fails to adhere to one or more of the provisions established in the proposal.
b. Fails to submit its proposal at the time or in the format specified herein or to supply the minimum information requested herein.
c. Fails to meet the minimum evaluation criteria specified in this proposal.
d. Fails to submit its proposal to the required address on or before the deadline date established by the Town.
e. Misrepresents its services, experience and personnel by providing demonstrably false information in its proposal or fails to provide material information.
f. Fails to submit its cost on the enclosed bid form.
g. Refuses a reasonable request for an interview.
h. 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. Results will not be given over the phone. Please send your request in writing or send an email to jadams@ci.salem.nh.us to receive sealed bid results after the public opening.

**KNOWLEDGE AND EXPERIENCE:** 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:** Projects within the past ten years best illustrating current qualifications for this project: (Please See Reference List)

**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 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.

**FAILURE TO SUPPLY GOODS OR SERVICES:** If during the contract period the successful vendor fails to supply the Town of Salem, New Hampshire with the equipment/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.

**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:** The proposer must supply a current insurance certificate before any work commences. See: Insurance requirements.

**WORKERS COMPENSATION:**
All proposers and subcontractors at every tier under the proposer will conform to the requirements of RSA 281-A: 2 with close attention to sections VI (a), VI(c) and VII (a) as well as Section 281-A: 4.

**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:**
Unless otherwise specified, invoices will be submitted to Accounts Payable at 33 Geremonty Drive, Salem NH. The invoice must include an itemization of all items, supplies, repairs and labor furnished, including unit list pricing, net pricing and total amount due. Payment terms are net thirty (30) days from the date of the invoice.

**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.
Town of Salem, New Hampshire
Purchasing Department
33 Geremonty Drive
Salem, New Hampshire 03079
PH (603) 890-2090 FAX (603) 890-2091

Notice To Qualified Firms

*Do not alter bid documents in any way.
*All bid documents must be filled out to be considered.

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.
Julie Adams, Purchasing Agent (603) 890-2090

For questions or clarification on specifications please contact
Dave Wholley, Operations Manager (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.
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.
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.

THIS SHEET MUST BE RETURNED AS BID
CRUSHED STONE

<table>
<thead>
<tr>
<th>MATERIAL</th>
<th>DELIVERED PRICE</th>
<th>PICK-UP PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-1/2” DENSE GRADE STONE BASE FINE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>¾” Crushed Stone Fine /per ton…</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-1/2” Crushed Stone Fine /per ton</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Class C Stone /per ton.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Pick up Location ____________________________________________

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• Proposal Submitted by (Business Name)

• Title of person authorized to sign proposals

• Name of person authorized to sign proposals (printed)

• Signature of person authorized to sign proposals

• Business Phone ____________________ Business Fax _______________________________

• Business Address __________________________ Date ___________________________

• Business Email_____________________________

• Business Type_____________________________ (Individual, Partnership, Corporation etc.)
2.1.2 Gravel. Twenty five to seventy percent shall pass the no. 4 sieve and not more than twelve percent of the material passing the no 4 sieve shall pass the no. 200 sieve. 
Except as noted in 3.4.4, the maximum size stone particles shall not exceed ¾ of the compacted thickness of the layer being placed.

2.1.3 Class C stone shall consist of clean, durable fragments of ledge rock of uniform quality, reasonably free from thin or elongated pieces. The stone shall be made from rock which is free from topsoil and other organic material. The stone shall be graded:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percentage by weight passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 inch</td>
<td>100</td>
</tr>
<tr>
<td>4, 5, 6,</td>
<td>50-90</td>
</tr>
<tr>
<td>1-1/2 inch</td>
<td>0-30</td>
</tr>
<tr>
<td>¾ inch</td>
<td>0-10</td>
</tr>
</tbody>
</table>

This specification covers the quality and gradation requirements for a sub-base material combining crusher-run coarse aggregates of crushed stone and fine aggregates of natural sand and stone screenings uniformly premixed with a predetermined quantity of water.

Coarse aggregate shall consist of hard, durable particles of fragments of stone. Materials that break up when alternately frozen and thawed or wetted and dried shall not be used. Coarse aggregate shall have a percentage of wear, by the Los Angeles test, of not more than 45. Fine aggregate shall consist of natural or crushed sand. The composite material shall be free from clay, loam or other plastic material and shall conform to the following grading requirements.

<table>
<thead>
<tr>
<th>Sieve designation</th>
<th>Percentage by mass</th>
</tr>
</thead>
<tbody>
<tr>
<td>#4 300mm</td>
<td>8-24</td>
</tr>
<tr>
<td>#200 75mm</td>
<td>3-10</td>
</tr>
</tbody>
</table>

Sampling and testing shall be in accordance with the following standard AASHTO methods
Sieve Analysis T27   Passing 75mm T 11
Town of Salem, New Hampshire

Purchasing Department
33 Geremonty Drive
Salem, New Hampshire 03079
PH (603) 890-2090 FAX (603) 890-2091

No Bid Questionnaire

Reference: Sealed Bid #2014-007
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)
Town of Salem, New Hampshire
Purchasing Department
33 Geremonty Drive
Salem, New Hampshire 03079
PH (603) 890-2090 FAX (603) 890-2091

Insurance Requirements

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

Commercial General Liability $ 1,000,000.00
Workmen’s Compensation $ 500,000.00 per accident
& Employers Liability

The Contractor shall 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. Contractor shall require any subcontractor providing on-site work to carry insurance coverage’s in a form and amount consistent with the insurance requirements specified.

Non-Collusion Statement

The Undersigned certifies under penalties of perjury that this bid in all respects is bona fide, 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: 
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 foregoing 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: _____________________________________________________________________