



+

**Kelly Library
HVAC Project (1) Cooling Unit
Town of Salem, NH
Bid 2016-018
May 25, 2016**

SALEM PURCHASING
Christine Wholley Purchasing Agent
603-890-2090 fax 603-890-2091
Cawholley@ci.salem.nh.us

Leon Goodwin III, Town Manager

Prepared for and in coordination with the
Salem Kelley Library
Chris Colella, Maintenance
603-898-7064
ccolella@kelleylibrary.org
Alison Baker, Director
603-898-7064

**Invitation to Bid
HVAC Project (1) Cooling Unit**

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 ***“Purchasing & installing 1 cooling unit and disposing of existing (old) unit”***

The Bid must be received no later than June 17, 2016 at or before 11:00am from interested firms to be eligible for consideration by the town. Each proposal will be submitted in a sealed envelope which is clearly marked **“BID 2016-018 HVAC Project”**

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

Christine Wholley
Purchasing Agent
Town of Salem NH Town Hall
33 Geremonty Dr
Salem NH 03079

All sealed bids received will be considered confidential and not available for public review until after the bid opening on Friday, June 17, 2016 at 11:00am. Late bids will not be considered.

One original and (2) copies will be required and must be received at the above address no later than June 17, 2016 on or before 11:00am, late proposals will not be considered.

Contractors are encouraged to view the location where the work will be performed. Please contact Kelley Library, Director Alison Baker 603-898-7064 to set up an appointment.

Please visit our website to download a copy of Bid #2016-018 at www.townofsalemnh.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 direct inquiries to Christine Wholley, Purchasing Agent, at 603-890-2090 or cawholley@ci.salem.nh.us Monday-Wednesday 8:30am-2:00pm.

The Town reserves the right to reject any or all bids or any part thereof, to waive any informality in the bidding, and to accept the bid 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 disqualify a bid.

TECHNICAL SPECIFICATION CHECKLIST

For each line item, the VENDOR must respond in one of the two columns. Only ***ONE*** column should have a response. VENDORS must additionally attach complete manufacturer/VENDOR specification sheets for the type of plows included in the bid. The specifications indicated below are minimum requirements and may be exceeded wherever possible. Each bid response must include detail specifications of the equipment included in the bid.

Column

Yes

Response

“X” means that the vendor is clearly providing, supplying, including, and achieving the objective indicated without caveats, exclusions, or considerable modifications.

No

“X” means that the vendor is unable to provide, supply, include, and achieve the objective indicated without caveats, exclusions, or considerable modifications. If modifications in any form or extent are required then the vendor should respond with “Mod” and attach a narrative not exceeding one half of a page explaining the nature of those modifications.

The VENDOR must supply the plows as submitted in this sealed bid:

	<u>Required minimum specification</u>	<u>Yes</u>	<u>No</u>
1.	Install & Furnish (1) 5-ton Cooling Unit Specify Brand:		
2.	Demolition of existing units. Disposal of debris, material, trash and existing Non-working unit		
3.	R-410A Refrigerant		
4.	Replace indoor fan coils & refrigerant lines as needed		
5.	Reconnect all condensate drains as needed		
6.	Electrical work to reconnect new units as needed		
7.	Pipe insulation and piping to air handlers		
8.	Rigging for new units as needed		
9.	Replace controls to the new units		
10.	Full Installation to include all equipment, labor, parts and materials		
11.	Start-up, test and demonstration to staff		
Permit	Contractor shall obtain a permit from the Salem Building Department		
Time Frame	Will commence work as soon as a notice to proceed has been issued by the Town		
Reference List	The bidder has supplied with this bid a list of references and contacts for at least five similar projects.		

BID FORM

PART A. - BID

Proposal of _____(hereinafter called ("Bidder")), organized and existing under the laws of the State of _____ doing business as _____

*Insert "a corporation", "a partnership", or "an individual", as applicable.

To the Town of Salem, New Hampshire (hereinafter called "Owner"):

In compliance with your Invitation for Bids, Bidder hereby proposes to perform all work for (1) AC Cooling unit to the Town of Salem, New Hampshire, in strict accordance with the Contract Documents, within the time set forth therein and at the prices stated below.

By submission of this Bid, the Bidder certifies and, in the case of joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement, as to any matter relating to this Bid, with any other Bidder or with any competitor.

The Bidder declares that no person in the employ of the Owner is pecuniary interested in this proposal or in the Contract for the Work which he proposes to do, that he had carefully examined the Contract and Specification and has informed himself fully in regard to all conditions pertaining to the site where the Work is to be done and has carefully estimated the Work. He understands that the Owner, its agent and employees, are not to be in any manner held responsible for the accuracy of any estimates relating to the Work and that if any have been given or made, they are to be considered solely as a base for filling out and comparing the several proposals.

The Bidder proposes to furnish all the labor, equipment, engineering and materials required for carrying out the Work in accordance with the accompanying Specifications for the sum specified herein, subject to additions and deductions according to the Specifications, and in all respects according to the terms thereof.

Bidder hereby agrees to commence Work under this Contract on the date to be specified in the Notice to Proceed and to substantially complete the project within the time frame allowed.

The Bidder proposes and agrees that within ten (10) days next after the day on which the Notice of Award of this Contract shall be given to him or mailed to him at the address hereinafter given, he will sign three (3) copies of the Agreement of the form provided and deliver the Agreement to the Owner.

Prior to delivery, the Bidder shall provide the Owner with three (3) Certificates of Insurance for the prescribed amounts.

The Bidder acknowledges receipt of the following addenda:

No. _____, Dated _____,

No. _____, Dated _____,

No. _____, Dated _____,

PART B BID CONDITIONS

The Bidder understands that the Owner reserves the right to reject any or all Bids and to waive any Informality in the Bidding for any reason which the Owner determines to be in the best interest of the Town of Salem.

The Bidder agrees that the Bid shall be valid and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this Bid, the Bidder shall execute the formal Contract attached, and deliver the Contract to the Owner within ten (10) days.

This Bid may be accepted by the Owner at any time within 90 days of the opening of Bids.

In case this Bid shall be accepted by the Owner, and the undersigned shall fail to execute the Contract within ten (10) days from the date of Notice of Award of the Contract, then the Owner may, at his option, determine that the undersigned has abandoned the Contract and, thereupon, this Bid shall be null and void.

The full name and residence of all persons and parties interested in the foregoing Bid as principals are as follows:

PART C. EXECUTION

Seal (if corporation)

(Signature of Bidder)

(Title of Bidder)

(Business address of Bidder)

(Town, State, and Zip Code)

Dated on _____ the _____ day of _____, 2015.

Town of SALEM N.H.

HVAC Project (1) cooling unit

Agreement

THIS AGREEMENT, made this ____ day of _____ by and between the Town of Salem New Hampshire, hereinafter called "**Owner**" and _____, doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "**Contractor**".

WITNESSETH; that for and in consideration of the payments and agreements hereinafter mentioned:

WHEREAS, the Owner has selected the Contractor to manage and conduct installation and all work included including removing existing old AC unit at Kelley Library 234 Main St. Salem N.H.

WHEREAS, the Contractor shall perform in a good and professional manner, the services identified in the attached contract documents:

NOW THEREFORE WITNESSETH;

That the parties hereto in consideration of the mutual promises, covenants and agreements of the parties hereto, as hereinafter set forth, do hereby mutually agree as follows:

1. The Contractor shall furnish all materials, trailers for disposal of old material, dumpsters, supplies, tools, equipment, labor and other services necessary to the completion of the project as intended and specified herein.
2. The Contractor shall commence the work required by the Contract Documents in a timely manner and provide the specified services on the date specified and within the time specified.
3. The term "Contract Documents" means and includes the following Advertisement for Bids; Information for Bidders; Bid Form; Contractor's Qualifying Statement; Notice of Award; Agreement; General Requirements; Project Summary; and Technical Specifications. The term "Contract Documents" shall also mean and include the following addendum:

No. _____; Dated _____,

No. _____; Dated _____,

No. _____; Dated _____,

4. The Contractor agrees to perform all the work described in the Contract Documents and comply with the terms therein for the bid item sums reflected on the bid schedule.
5. The Owner shall pay to the Contractor, in the manner and at such times as set forth in the General Requirements, such amounts as required by the Contract Documents based on the bid items reflected in the bid for the actual final quantities.
6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.
7. This Agreement may be terminated by Owner upon ten (10) days written notice. In addition, the Owner reserves the right to terminate the contract at any time for whatever reason is deemed to be in the best interest of the Town of Salem, or to reduce the Scope of Services in order to be consistent with the availability of funds.
8. All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof, shall be decided by the Town Manager of the Town of Salem, arbitration binding or otherwise shall not be an option.
9. Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Owner. This Agreement may be amended only by written instrument signed by both Owner and Contractor.
10. Contractor shall indemnify, hold harmless and defend the Owner from and against any and all liabilities, claims, penalties, fines, forfeitures, suits and the costs and expenses incident thereto (including cost of defense, settlement, and reasonable attorney's fees) which may be alleged against the Owner or which the Owner may incur, become responsible for or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation or alleged violation of governmental laws, regulations or orders, to the extent that such damage was caused by the Contractor's or Contractor's agents' negligent, willful or intentional act or omission, breach of contract or a failure of Contractor's warranties to be true, accurate or complete.
11. Neither the Owner's review, approval or acceptance of, nor payment for, any of the work required under this Agreement shall be construed to operate as waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the Contractor shall be and remain liable to the Owner for all damages to the Owner caused by the Contractor's negligent acts, errors or omissions of any of the work required to be performed under this Agreement.

WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies, each of which shall be deemed an original on the date first above written.

(SEAL)

OWNER;

ATTEST;

Town of Salem, New Hampshire

By: _____

Name: _____

Name: _____

(please type)

(please type)

Title: _____

Title: Town Manager

Date: _____

Date: _____

(SEAL)

CONTRACTOR;

ATTEST;

By: _____

Name: _____

Name: _____

(please type)

(please type)

Title: _____

Title: _____

Address: _____

Address: _____

Note: If the Contractor is a corporation, an affidavit giving the principal the right to sign the Contract must accompany the executed Contract.

In case this bid shall be accepted by the Owner, and the undersigned shall fail to execute the contract within ten (10) days from the date of Notice of Award of the Contract, then the Owner may, at his option, determine that the undersigned has abandoned the Contract and, thereupon, this Bid shall be null and void.

The full name and residence of all persons and parties interested in the foregoing Bid as principals are as follows:

PART C. EXECUTION

SEAL (if corporation)

Signature of Bidder

Title of Bidder

Business address of Bidder

Town, State, and Zip Code

Dated at _____ the _____ day of _____, 2015.

Phone _____ Fax _____ Email _____

***Town of Salem, New Hampshire
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 search out information concerning the materials, which you intend to furnish.

If your bid/quotation does not meet all our specifications, you must state it in the space provided below:

Bids on equipment, vehicles, computers, supplies, service 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 the 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.

The undersigned hereby states that all specifications have been met or have been addressed in the spaces provided. Failure to submit this form with your Bid/RFP response may result in your Bid/Proposal being rejected as unresponsive.

GENERAL CONDITIONS

3. EQUAL EMPLOYMENT OPPORTUNITIES

The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

4. LOCATION

Except as otherwise specifically provided for herein, the contractor shall perform the work in the Town of Salem, Rockingham County, State of New Hampshire.

5. COMPLIANCE

In connection with the performance of the work, the contractor shall comply with all statutes, laws, regulations and orders of Federal, State, County or Municipal authorities which shall impose any obligations or duty upon the contractor.

6. PERSONNEL

The contractor shall, at its own expense, provide all personnel necessary to perform the work. The contractor shall warrant that all personnel engaged in the work shall be qualified to perform the work, and shall be properly licensed and authorized to perform all such work under all applicable laws.

7. INDEMNIFICATION

The contractor shall defend, indemnify and hold harmless the Town of Salem, its members and representatives, the Town in which the collections are held, the State and their respective officers and employees from and against any and all losses suffered by any such indemnity and all claims, liabilities or penalties asserted against any such indemnity by or on behalf of any persons on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the Town of Salem its members and representatives, or the Town in which the collections are held and any such immunities are hereby reserved to the Town of Salem, its members and representatives and the Town in which the collections are held. This covenant shall survive the termination of this agreement.

8. EQUIPMENT

The contractor shall supply and have available at the appropriate site on the appropriate day, all equipment and supplies necessary to perform the work in accordance with the contract documents. The Contractor is responsible for all necessary means to store and transport all materials from site in allotted time frame in these specifications. Also, the contractor is responsible for loading of such materials.

10. PAYMENT

The contract prices shall be paid to the contractor within thirty days of Town of Salem's receipt of copies of all manifest form(s) signed by the Contractor installing and following the terms in this bid.

12. INSURANCE

The contractor shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the work being performed. The insurance shall include the specific coverage and be written for not less than the limits of liability and coverage identified or required by law, whichever is greater. All policies shall contain a provision that the coverage will not be cancelled, changed or renewal refused until a thirty (30) day written notice is given to the Owner. All insurances shall remain in effect until final payment. Certifications from the insurance carrier shall be submitted and shall state the type of coverage, limits of liability, and expiration date.

The limits of liability for the liability insurance required shall provide coverage for not less than the following amounts or greater where required by law:

Workmen's Comp. and Employee Liability	\$100,000 (each accident) \$500,000 (disease policy limit) \$100,000 (disease ea. employee)
Owner's Contractor's Protective Liability	\$5,000,000 (combined single limit)
Excess Liability (umbrella form)	\$5,000,000 BI & PD combined
Automotive Liability (all owned auto's hired)	\$5,000,000 BI-per person \$5,000,000 per accident
Auto's non hired auto's private or other	\$5,000,000 (PD)
General Liability	\$5,000,000 (BI & PD)
General Liability (comprehensive premises/operations, explosion products, contractual independent contractors board form property damage personal injury)	\$5,000,000 (BI & PD combined each occurrence) \$5,000,000 (BI & PD combined aggregate)

14. PERMITS

It shall be the responsibility of the contractor to obtain all federal, state, and local permits which may be required and necessary to perform the work. The Town will assist the contractor when possible in obtaining said permits. The cost of any permits or fees associated with same shall be borne by the contractor.

15. WORKMEN'S COMPENSATION

The contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of his employees employed at the site of the project and in case any work is sublet, the contractor shall require the subcontractor, similarly, to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of his employees not otherwise protected.

16. SOCIAL SECURITY ACT

The contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance or old age retirement benefits, annuities now or hereafter imposed, or other remuneration paid to persons employed by the contractor on work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal Officials; and said Contractor also agrees to indemnify and save harmless the Town of Salem from such contributions or taxes or liability therefore.

18. HAZARDS

The Contractor warrants that it understands the currently known or suspected hazards which are presented to persons, property and the environment by transport, treatment and disposal of wastes. The Contractor further warrants that it shall perform all services under this contract in a safe, efficient expeditious and lawful manner using industry-accepted practices in full compliance with all applicable New Hampshire and Federal laws and regulations.

If you choose not to bid, please complete the questionnaire below and return it with your response by the bid open 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 reasons(s) e.g., too restricted, not clear, etc.)

(___) Profit margin too low

(___) Past experience with the Town of Salem [give specifics – 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

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific instructions on page 2.	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; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional) Town of Salem, NH 33 Geremonty Drive Salem, NH 03079
	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 Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

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?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.