



**Town of Salem NH  
Municipal Services Dept.  
Sewer and Drain Maintenance**

**RFP (2019-014)**

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**SALEM PURCHASING**  
Christine Wholley, Purchasing Agent  
[cawholley@ci.salem.nh.us](mailto:cawholley@ci.salem.nh.us)

Christopher Dillon, Town Manager

Prepared for and in coordination with the  
**Salem NH Municipal Services Dept.**  
Director of Municipal Services Roy Sorenson  
603-890-2154  
[rsorenson@salemnh.gov](mailto:rsorenson@salemnh.gov)

## **REQUEST FOR PROPOSALS SEWER AND DRAIN MAINTENANCE SERVICES**

You are cordially invited to submit a proposal for Sewer and Drain Maintenance Services in accordance with the attached specifications, terms, and conditions. Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

**Two (2) copies of the Proposal must be submitted in a sealed envelope, clearly marked:**

**RFP 2019-014** Sewer and Drain Maintenance Services  
**Town of Salem**  
**ATTN: Christine Wholley**  
**33 Geremonty Drive**  
**Salem NH 03079**

All proposals/bids must be received by March 13, 2019 @ 11:00am

### **INTRODUCTION**

The Town of Salem intends to contract a qualified company for sewer and drain maintenance services. Prospective bidders shall furnish equipment and labor to clean Town sewer mains and drain lines (6" to 36"), service sewer lift stations, and provide color video inspections if applicable. Hydro digging may also be requested. This contract will be for annual maintenance service calls and to assist the Town with after-hour emergency services.

Contract supervision shall be under the general guidance of the Town of Salem Municipal Services Department, Utilities Division, but also includes Public Works and Engineering. This is a support services contract that will work with and for Municipal Services as needed.

### **SCOPE OF WORK**

The Town of Salem seeks qualified bidders to contract with the Municipal Services Department for service, maintenance, inspection, and cleaning of the sewer and drain infrastructure throughout the town including sewer lift stations. Requirements and/or scheduled work under this contract include predominately wastewater operations and maintenance and sanitary sewer pipeline cleaning to be done on an annual basis. Emergency work and additional work including drain and CCTV inspection will be requested so the contractor shall have the ability to meet those expectations as well. The duration of the contract will be for (3) three years from date of award with the Towns option of extending (1) additional year. The contractor will provide the necessary time, material (unless otherwise supplied) and labor for the maintenance to complete work as specified or directed by the Municipal Services Department. The contractor will also maintain a 24 hour available emergency response number for the entirety of the contract. The Town of Salem will be responsible for traffic control, back up to the contractor, or for hiring details required by the Salem Police Department as necessary to ensure the safety of the public and crew while performing work. The Town will supply a water hook up and the contractor may be allowed to discharge waste at a designated Town-owned facility however some materials may be requested

to be taken off site and handled/disposed of accordingly by contractor. Work will be classified as either general scheduled maintenance or emergency work as below.

#### GENERAL SCHEDULED MAINTENANCE:

- Annual preventative maintenance cleaning of wet wells for ten (10) sewer lift stations throughout the town. The contractor will be required to schedule accordingly and with the Towns current sewer station general contractor.
- Flushing, jetting, and cleaning of both sewer and drain lines
- Removing blockages caused by foreign debris
- Inspection and camera of compromised lines
- Other work as directed and specified – eight (8) hours scheduled work.

#### EMERGENCY WORK:

- (24) Twenty four hours a day (365) Three hundred and sixty five days a year emergency response for all needed services.
- Ability to respond to emergency calls within one (1) hour of notification.
- Town will be notified of arrival to emergencies and departure once work is complete.
- Non-emergency after hours are considered responses prior to 7:00AM on weekdays and after 4:00PM. All week end and holiday hours recognized by the Town of Salem are considered after work hours. Minimum four (4) hours.

## **REQUIREMENTS**

The Town of Salem services include scheduled septic pumping for tasks associated with the wastewater collection system. Tasks such as cleaning pump station wet wells and pumping of materials associated with cleaning sewer force mains are required. Service will be for scheduled preventative maintenance cleaning of 10 wastewater wet wells. *The contractor will be required to schedule accordingly and with the Towns current sewer station maintenance general contractor.* Contractor will be required to do confine space entries to remove grease, grit, rags, and debris from the wet wells including clearing grinders or racks. There will be emergency work when the contractor will be called and they must respond in route within one (1) hour. Work may include but is not limited to maintaining wet well levels during major power outages or failures due to pumps so the contractor should have multiple septic pumping trucks available if necessary.

The sewer line cleaning shall remove foreign materials from the lines and restore the sewer to a minimum of 95 percent of the original carrying capacity. It is recognized that there are some conditions such as broken pipe and major blockages that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the contractor will not be required to clean those specific sections. If in the course of normal cleaning operations, damage does result from pre-existing and unforeseen conditions such as broken pipe, the contractor will not be held responsible. The designated sewer sections shall be cleaned using high-velocity jet equipment. The equipment shall be capable of removing dirt, fats, oils, grease, rocks, sand, and other materials and obstructions from the sewer lines and manholes. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. If, again, successful cleaning cannot be performed or the equipment fails to traverse the entire section, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned. Contractor shall provide proper equipment including appropriately sized steel cutter heads as needed to clear roots and blockages. Contractor shall determine the location of

major blockage(s) by measuring length of hose or rod inserted from manholes at each end and record/report location of blockage(s) to the town.

Additional work covered under this contract is for the internal closed circuit television (CCTV) inspection, sewer rodding, of sewer pipes but may include drain pipes. The contractor shall perform televising work as necessary to thoroughly document the condition of requested drain, sewer, and service lateral connections. The pipeline shall be carefully inspected to determine alignment, grade variations, separated joints, location and extent of any deterioration, breaks, obstacles, obstructions, debris, quantities of infiltration/inflow and the locations of service connections. The contractor shall inspect the pipeline interior using a color closed circuit television camera (CCTV) and document the inspection on a digital recorder. Digital photographs (.JPG files), inspection reports (.PDF files) and any handwritten inspection logs or field maps shall accompany the video inspections if requested for each sewer reach (manhole-to-manhole) or lateral inspected. The contractor shall provide comments as necessary to fully describe the existing condition of the sewer on the inspection forms.

## **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.

Completed Bid proposals shall contain the following:

- Completed and executed Bid Form
- Narrative of work experience and qualifications.
- Executed Statement of Non-Collusion
- Executed Indemnification Agreement
- Completed Notice to Qualified Firms
- Completed Specifications Exception Form

Prospective Bidders are encouraged to complete the No Bid Questionnaire (See Appendix C) if they choose not to bid.

**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 Bidder up to three (3) calendar days prior to the bid opening.

Negligence on the part of the Bidder in preparing his/her proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening.

**PROPOSAL EVALUATION:** The Town of Salem (Owner) reserves the right to reject any and all proposals received in response to the proposal. A proposal may be rejected, if the Bidder:

- Fails to adhere to one or more of the provisions established in the Bid and General Terms and Conditions.
- 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 the Bid and General Terms and Conditions.
- 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. Results will not be given over the phone. Requests for bid results shall be submitted in writing to the Purchasing Agent after the public opening. Request for Proposals will remain confidential until the Bidder has been selected.

**KNOWLEDGE AND EXPERIENCE:** Only Contractors experienced in the industry will be considered for the work. Contractors shall submit a concise summary demonstrating their qualifications, including a minimum of three municipal and/or utility references familiar with their work. Highlight your company's experience to provide the highest quality and effective product and reliable service and support.

References will be contacted to confirm the quality of previously completed work, suitability of Contractor operations, and responsiveness to the owner's needs. **APPENDIX A must be filled out accordingly.**

**EQUIPMENT:** The contractor shall provide all labor, tools, equipment and all incidentals required and/or implied for the complete and satisfactory performance of the requirements illustrated in this document. **APPENDIX B must be filled out accordingly including staffing levels.**

**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 Contractor 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 the cost, 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. No award will be made to any Bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the Work successfully. The Owner's decision or judgment on these matters shall be final, conclusive, and binding. The Owner may make such investigations as it deems necessary, and the Bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.

**EXECUTION OF AGREEMENT:** The successful Bidder 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 Bidder.

**FAILURE TO EXECUTE AGREEMENT:** Failure of the successful Bidder to execute the agreement at the date and time agreed upon by the Town and the successful Bidder shall be just cause for cancellation of the award and forfeiture of all deposits.

**CONTRACT TERMINATION:** If at any time the Bidder 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:** Prior to the award of this contract, the Contractor shall be required to provide a Permit and License Bond in the amount of \$5,000 which shall be in effect for the duration of the contract and warranty period.

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/\$ 3,000,000
Auto Liability: Property Damage	\$ 1,000,000/\$ 1,000,000
Personal Injury	\$ 1,000,000/\$ 3,000,000
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 services, materials, labor, and equipment required for the Work, will be supplied at the prices provided in the submitted Bid Form and are intended to provide a complete project.

**DELIVERY:** Pricing so stated on the Bid Form shall be inclusive of delivery and any other shipping charge. No additional compensation shall be granted for delivery or any shipment requirement unless specifically provided for. Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices.

**OR-EQUAL:** 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.

**GUARANTEES AND WARRANTIES:** All work performed under this contract shall be guaranteed for a period of one year from the date of project acceptance and issuance of final payment. The Contractor shall be responsible for promptly repairing/replacing any area which is deemed unacceptable by the Town. The Contractor shall reimburse all damages or losses due to deficient materials or workmanship.

**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.

## **GENERAL CONTRACT REQUIREMENTS:**

**Contractor Damage Liability:** The Contractor shall be wholly liable for any damages caused by his work effort. Any and all repairs shall be complete prior to project acceptance. All cleanup and repair work will be the responsibility of the Contractor, including removal of all excavated or damaged materials.

**Police Details:** Police details shall be scheduled and paid by the Municipal Services Department. The Contractor shall coordinate and confirm work schedule with the Municipal Services Department. Prior to start of Work the Contractor shall define, as part of the Traffic Maintenance intent, use of police details. Number of details requested, placement of details, and any special instructions as may be necessary shall be reviewed by the Municipal Services Department.

When/if work is cancelled, the Contractor shall be responsible for cancelling police details in accordance with the Salem Police Department protocol. Cancelation of police details not in accordance with Salem Police Department protocol will result in the Contractor being charged for that time without reimbursement by the Town.

**PAYMENT:** Sewer and Drain Maintenance Services shall be paid at unit prices stated in the Bid Form. Unit prices shall be inclusive of all materials, labor, equipment, cleanup, disposal, transport and complete compliance with all specifications. Unit prices shall also be inclusive of all other costs including but not limited to mobilization, profit and overhead, insurance and bonding fees, fuel adjustments and other such costs that are not specifically identified in the Bid Form. Assignment of Work is contingent upon the availability of appropriated funds. The Owner reserves the right to negotiate with the selected Contractor or secure services from another Contractor if an agreement cannot be reached.

## BID FORM

Equipment price includes operator  
Total lowest cost YEARS 1 – 3 combined is the consideration

### **PART A: GENERAL SCHEDULED MAINTENACE:**

CATEGORY	YEAR 1	YEAR 2	YEAR 3
JET VAC TRUCK	\$ _____ HR	\$ _____ HR	\$ _____ HR
VACUUM PUMP TRUCK	\$ _____ HR	\$ _____ HR	\$ _____ HR
CAMERA TRUCK	\$ _____ HR	\$ _____ HR	\$ _____ HR
LABORER	\$ _____ HR	\$ _____ HR	\$ _____ HR
<b>TOTAL</b>	\$ _____	\$ _____	\$ _____
<b>TOTAL BID</b>	<b><u>ADD YEARS 1-3 ABOVE</u></b> \$ _____		

### **PART B: EMERGENCY WORK:**

CATEGORY	YEAR 1	YEAR 2	YEAR 3
JET VAC TRUCK	\$ _____ HR	\$ _____ HR	\$ _____ HR
VACUUM PUMP TRUCK	\$ _____ HR	\$ _____ HR	\$ _____ HR
CAMERA TRUCK	\$ _____ HR	\$ _____ HR	\$ _____ HR
LABORER	\$ _____ HR	\$ _____ HR	\$ _____ HR
<b>TOTAL</b>	\$ _____	\$ _____	\$ _____
<b>TOTAL BID</b>	<b><u>ADD YEARS 1-3 ABOVE</u></b> \$ _____		
<b>MINIMUM NUMBER OF CALL OUT HOURS</b>	_____		

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

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Date  
partnership,

Name of Entity submitting qualifications, whether individual  
corporation, joint venture or other business or legal entity.

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Type of Entity

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Address

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Telephone

By \_\_\_\_\_  
Authorized Signature of Entity submitting qualifications

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Submitter's duly authorized position, office or title

## **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 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 \_\_\_\_\_

## **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.

**For questions or clarification on specifications please contact**

Municipal Services Director Roy Sorenson (603)890-2154 or [rsorenson@salemnh.gov](mailto:rsorenson@salemnh.gov)

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 OR EMAIL 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.

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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.

## Appendix A

### KNOWLEDGE AND EXPERIENCE

#### **Section 1: Previous Experience in providing a level of service on like-sized public and/or private projects.**

Please answer the following:

1. How many years has your company been in business under its present business name?

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2. Describe your previous experience providing sewer and drain maintenance services. for like-sized jurisdictions.

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3. Describe management personnel's experience with accounts of similar size and scope, company structure, and staff assigned to the resulting agreement.

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4. State any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances.

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## **Section 2: REFERENCES: Assessment of Work Quality, Performance and Working Relationships with Current and Recent Clients**

List three (3) like-sized customers that you have provided ongoing sewer and drain maintenance services to within the last three (3) years. Provide the following information for each contact:

a. Customer Name: \_\_\_\_\_

b. Customer Contact Name: \_\_\_\_\_

c. Phone Number: \_\_\_\_\_

d. Number of years your firm has provided traffic signal services: \_\_\_\_\_

e. Number of facilities/locations where services have been provided: \_\_\_\_\_

a. Customer Name: \_\_\_\_\_

b. Customer Contact Name: \_\_\_\_\_

c. Phone Number: \_\_\_\_\_

d. Number of years your firm has provided traffic signal services: \_\_\_\_\_

e. Number of facilities/locations where services have been provided: \_\_\_\_\_

a. Customer Name: \_\_\_\_\_

b. Customer Contact Name: \_\_\_\_\_

c. Phone Number: \_\_\_\_\_

d. Number of years your firm has provided traffic signal services: \_\_\_\_\_

e. Number of facilities/locations where services have been provided: \_\_\_\_\_

# Appendix B

## EQUIPMENT LIST

## Appendix C

### W-9 Request for Taxpayer Identification Number and Certification

**W-9**

Form  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

## 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:					4. Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> 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) ►					Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ Address to accounts maintained outside the U.S. _____
	5. Address (number, street, and apt. or suite no.)	Requester's name and address (optional)				
	6. City, state, and ZIP code	Town of Salem, NH 33 Geremonty Drive Salem, NH 03079				
	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:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ►
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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](http://www.irs.gov/w9).

### Purpose of Form

An individual or entity (Form W-9 requestor) 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 requestor 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.

## Appendix D

### No Bid Questionnaire

### **Town of Salem, New Hampshire Purchasing Department**

**Municipal Offices, 33 Geremonty Drive, Salem, New Hampshire 03079**

**tel: (603) 890-2090 fax: (603) 898-1223**

Nicole McGee, Finance Director

Christine Wholley, Purchasing Agent

### **No Bid Questionnaire**

Reference: Sealed Bid-2019-014

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 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name & Title) (Signature)