



**Requests for Proposals
General Contractor Services
RFP (2022-018)
Town of Salem NH**

SALEM PURCHASING

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Prepared for and in coordination with

SALEM MUNICIPAL SERVICES
ENGINEERING ♦ PUBLIC WORKS ♦ UTILITIES

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WITHDRAWING BIDS/PROPOSALS: Proposals may be withdrawn prior to the opening date and time upon written request of the Proposer.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.

PROPOSAL EVALUATION:

The Town reserves the right to reject any and all proposals received for the following reasons including but not limited to:

- Fails to adhere to one or more of the provisions established in the proposal.
- 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 this proposal.
- 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. Bid and RFP openings will be scheduled and opened accordingly. Results will not be given over the phone. Please send your request in writing or send an email to gfacadio@salemh.gov to receive sealed bid results after the public opening. All Bids, RFP's, and RFQ's will remain unofficial and if applicable confidential until the award has been posted on the Town website.

KNOWLEDGE AND EXPERIENCE: If and as requested per document, 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: If and as requested per document, projects and accounts within the past ten years best illustrating current qualifications for this project.

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:

- 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 the **THREE** most responsive & responsible bidders based on the **best** cost, qualifications, and experience, including, 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. The lowest bidder will always be considered first however should any scheduling or ancillary conflicts occur, the Town, at its discretion, reserves the right to use the second or third bidder as applicable to immediate and scheduled operations. The Three chosen bidders will be part of the preferred short list and will be utilized to submit respective proposals for large or Capital Projects. If warranted a fourth bidder may be secured.

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.

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 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/\$ 1,000,000
Auto Liability: Property Damage	\$1,000,000/\$ 1,000,000
Personal Injury	\$ 1,000,000/\$ 1,000,000
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 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:

Invoices must be physically mailed and/or submitted (emailed invoices unacceptable) to Accounts Payable at:

Town of Salem
c/o Accounts Payable
33 Geremonty Drive
Salem NH 03079.

The invoice must include an itemization of all items, supplies, repairs, labor furnished, including unit list pricing, and net pricing, as identified in the bid award. The total amount due shall be clear and apparent on the invoice for proper payment. Payment terms are net thirty (30) days from the date of the invoice. General terms as allowable: Invoices received before the twentieth of each month should get processed for said month with payment available through said month check disbursement.

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.

POLICE DETAILS: Police Details shall be scheduled as required for safety, by and as required by Town, and will be paid by the Municipal Services Department. The Contractor shall coordinate and confirm work schedule with the Municipal Services Department, or the designee, discuss Police Detail, if approved, and if applicable, provide detail slips back to Municipal Services.

REQUEST FOR BIDS GENERAL CONTRACTOR SERVICES

You are cordially invited to submit a proposal for General Contractor Services in accordance with the attached specifications, terms, and conditions listed in RFP 2022-018 General Contractor Services which can be obtained at <https://www.townofsalemnh.org/purchasing>. The Town of Salem NH is seeking three (3) qualified contractors to provide on-call general contractor services for municipally managed facilities. This request does NOT include schools. The successful Contractor(s) must be registered in NH and shall provide all labor, materials, equipment, tools, and supervision necessary for the service, repair, maintenance, replacement, installation, and/or upgrade of building systems in all municipal buildings as needed. The Town is seeking to select three (3) contractors for a preferred short list with expertise in this field for the following but not limited to: on call workload needs, typical small and/or planned work, and may include large scale capital work. This will be a three (3) year contract: 2022-2024. **All proposals/bids must be received by November 17, 2022, at 9:00 AM EST. Two (2) copies of the BID package must be submitted in a sealed envelope, plainly marked:**

**RFP 2022-018
General Contractor Services
Town of Salem
Purchasing Office
33 Geremonty Drive
Salem NH 03079**

INTRODUCTION

The Town of Salem intends to contract with a qualified and NH Registered Business as a General Contractor(s) for general building related services including emergencies. The Town intends to pre-select a minimum of three (3) qualified General Contractors to provide all labor, materials, equipment, tools, and supervision necessary for the service, repair, maintenance, replacement, installation, and/or upgrade of building systems in all municipal buildings as needed. Award of a contract does not obligate the Town to engage the Contractor in performing any minimum amount of service during the contract period. This will be a three (3) year contract: 2022-2024.

Supervision shall be under the general guidance of the Town of Salem Municipal Services Department – Public Works Division, Facilities Section. This is a support services contract that will work with and for Municipal Services as needed.

SCOPE OF WORK

- On-Call General Contractor Services includes but is not limited to the labor, materials, equipment, tools, and supervision necessary for the service, repair, maintenance, replacement, installation, and/or upgrade of building systems in all municipal buildings (APPENDIX A) in the Town of Salem NH.
- Buildings systems include, but are not limited to; Roofing, demolition, framing, drywall, flooring, doors, painting, masonry, acoustical drop ceilings, carpeting, and any other associated building systems as directed.
- Jobs will be priced accordingly either Time and Material or Lump Sum based on scale of work and or projects up to \$20,000. Any project up to \$50,000 is per Town's discretion with consideration to design/build ability and specific requirements.

- Plumbing and Electrical Services will be provided if applicable by Licensed Contractors through Town of Salem.
- On-Call Contractor Services includes response to service requests as well as emergency response for related electrical needs.
- Contractor must respond to Municipal Services, generally the Facilities Foreman, however there may be a designee, by phone, in a timely manner not more than eight (8) hours after receiving a service request call and must be prepared to have an employee on site within twenty-four (24) hours of the phone call. If service is an emergency, contractor must respond by phone within one (1) hour and work must be started within four (4) hours. A site visit to a location identified in advance must be scheduled in a reasonable period. This should normally occur within 48 hours, but as needs and circumstances will vary, it is expected that a contractor will accommodate the needs accordingly. All appointments made between the Contractor and Municipal Services must be kept unless the two agree to a change. Failure on a Contractor's part to keep appointments may result in termination of the contract. All quotes/estimates for work will be done at no cost to Town.

EXPERIENCE/QUALIFICATIONS/SKILLS

- Contractor shall be able to demonstrate knowledge, experience, and ability to those items specifically listed in APPENDIX B.
- Contractor (Company) shall have been in business, and registered by State of NH, as a General Contractor for at least five (5) years.
- There must be at least one (1) Lead Carpenter on staff with at least ten years' experience thereof, and if less, demonstrated ability as such through work history experience.
- There must be at least one (1) Carpenter Apprentice on staff with more than five years' experience thereof.
- Contractor must be a registered business in NH, have ample facilities, accounts, and equipment required of a qualified General Contractor.
- Must be able to respond to emergencies by phone within one (1) hour and work must be started within four (4) hours if applicable
- Must be able to respond in a timely manner not more than eight (8) hours after receiving a service request call and must be prepared to have an employee on site within twenty-four (24) hours of the phone call if applicable.
- Must be able to submit any standard cost estimate for planned or scheduled work in a timely manner not to exceed (5) business days from the time of notification.
- Must be able to make basic cost estimates for labor included in the project or job assignment descriptions.
- Must be able to read small lettering and serial numbering from plans, blueprints, diagrams and drawings as required.
- Must be able to move, push, or lift items in tight spaces including and/or outside elements.
- Must be able to work in harmony and cooperatively with Town staff or personnel when working on assigned site projects during normal working hours
- Design/Build capability preferred.
- Must be professional and presentable when on-site.
- Municipal Experience is preferred but not required.

PROTECTION OF WORK AND PROPERTY

- The successful Contractor shall, during the period of inspection and/or repair, maintain good, clean, safe working conditions at all times and shall be responsible for keeping the areas free from all debris, machine parts, tools, etc. and shall leave the areas clean and orderly.
- All used parts and/or demolished materials must be removed to a point of disposal off the building premises at the close of each working day.
- The Contractor shall continuously maintain adequate protection for all of his items from damage and shall protect the owner's property from damage, injury or loss arising in connection with this contract.
- Successful bidder must have all their employees working in the District Court undergo a Criminal Offender Record Information (CORI) check before performing any work.
- The contractor shall have proper safety devices maintained at all times while in use.
- If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town shall direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town of Salem.
- The Contractor shall be solely responsible for injury to persons and or Town property caused by the operation of the equipment.

SELECTION

The selection of the three (3) Qualified General Contractors will be based on the following with each category representing 20% based on the following:

Highly Advantageous*	3-5 points	Response excels on the specific criterion
Advantageous	2 points	Response meets evaluation standard for the criterion
Least Advantageous	1 point	Response does not fully meet the criterion or leaves a question or issue not fully addressed
Does Not Meet	0 points	Does not address the criterion

* The Contractor has previous Municipal Experience including Contract qualification

- **Knowledge and Experience**

Includes a summary of experience that pertains to the disciplines described in the Section EXPERIENCE/QUALIFICATIONS/SKILLS.

- **Key Personnel Background**

Name, position, and related years' experience and responsibilities of key personnel assigned to this work.

- **Facilities Description**

Provide a detailed summary describing your shop and/or headquarters, active supplier accounts you have credit with, and any vehicles/equipment used for work purposes.

- **References**

Contractor will provide at least three (3) complete references from companies that have used the Contractor's services in the past. References must include the following information (must be current):

1. Reference's organization or company name.
2. Reference's physical mailing address, phone number and email address.
3. Contact person.
4. Description and date of project and/or type(s) of services provided for each reference.
5. Provide an Active Accounts/Contract Agreements you currently do work under.

NOTE: If the Contractor is already pre-qualified for any public contracts, they should list the contract number as well.

- **F. Proposal Rate Sheet**

1. Provide a comprehensive Rate Sheet with Unit Rates by the HOUR which shall include:labor, equipment, and any related costs to complete work in strict compliance with the specifications, terms, and conditions set forth in the document.
2. Include both Straight Time and Overtime rates per hour.
3. Emergency Rates and Minimums if applicable
4. Include a Materials Markup Percentage (Actual Cost Plus).

NOTE: Lead Carpenter, Carpenter Apprentice, and Laborer will be specifically listed for price proposals. If a Contractor includes a position not listed as a requirement for calls that should be listed as Other.

APPENDICES

- A. Municipal Buildings List**
- B. General Contractor Definitions and Preferred Requirements**
- C. Knowledge and Experience**
- D. Key Personnel Background**
- E. Facilities Description**
- F. References**
- G. Proposal Rate Sheet**
- H. Acknowledgement Forms**

APPENDIX A: MUNICIPAL BUILDINGS LIST

MUNICIPAL BUILDINGS LIST

Water Treatment Plant	161 North Policy St
Library	234 Main St
Town Hall	33 Geremonty Dr
Police Station	9-13 Veterans Memorial Parkway
Ingram Senior Center	1 Sally Sweets Way
Central Fire Station	150 Main St
Garage/Office	19-21 Cross St
Fire Station #2	279 North Main St
Transfer Station Scale Oper Trailer	240 Shannon Road
Fire Station #3	170 Lawrence Rd
Palmer School	111 E. Broadway
Cemetery Garage	327 North Main St
Triple Wide Trailer	9 Veterans Memorial Parkway
Courthouse	35 Geremonty Dr
Depot Train Station	81 Main St
Old Town Hall/Museum	310 Main St
Old Library	312 Main St
Hose House #2	304 Main St
Old School House	6 School St
Salt Shed	21 Cross St
Solid Waste Transfer Building Station	240 Shannon Rd
Vehicle Storage Building	21 Cross St
Warehouse	53 Old Rockingham Rd
Kennel	346 South Broadway
Recreation Restroom Building	53-55 Lowell St
Police Storage Shed	9 Veterans Memorial Parkway
Police Vinyl Shed	9 Veterans Memorial Parkway
Police Storage Shed	9 Veteran's Memorial Parkway
Various Sewer Lift Stations (10)	Townwide
Water Booster/PRV Stations (5)	Townwide

APPENDIX B:
DEFINTIONS
AND
PREFERRED REQUIREMENTS

GENERAL CONTRACTOR DEFINITIONS AND PREFERRED REQUIREMENTS

The intention is to procure qualified general contractors who are on site, directly work with staff for items listed here exclusive to the carpentry understanding that some items may be sub-contracted out for larger specific items best performed by those singular professions such as: drywall work, plastering, tile work, brick work, concrete finishing, acoustical drop ceilings, etc.

The General Contractor shall be a master carpenter with at least ten years' experience and shall be the owner/operator of the registered NH business submitting this proposal.

The Carpenters Apprentice shall have been working at least five years in that capacity and have the abilities required of basic carpentry skills and who can work independently of the master carpenter.

A laborer is considered additional staff used primarily for those purposes.

The Preferred Requirements below are inclusive of abilities and needed experience at a minimum for any Contractor to be considered:

PREFERRED REQUIREMENTS:

- Demolition Work
- All disciplines of Carpentry
- Rough Framing of walls and/or petitions including for windows and doors
- All types of wallboards and finish work including but not limited to: drywall, blueboard, greenboard, and paneling.
- Finish carpentry including trim, baseboard, moldings, paneling, countertops, and pre-hung doors
- Painting and associated caulking and patchwork
- Minor roof repairs as applicable
- Minor tile work ceramic and commercial
- Assembly and setting of mobile office petitions
- Cabinet Work
- Windows
- Doors
- Window Treatments
- Shelving

APPENDIX C: KNOWLEDGE AND EXPERIENCE

KNOWLEDGE AND EXPERIENCE

Includes a summary of experience that pertains to the disciplines described in the Section EXPERIENCE/QUALIFICATIONS/SKILLS.

STATEMENT OF QUALIFICATIONS	CIRCLE ONE	
Contractor (Company) has full ability to demonstrate and provide, professionally, those services requested specifically but not limited to APPENDIX B	YES	NO
Contractor (Company) shall have been in business as a General Contractor for at least five (5) years.	YES	NO
YEARS IN BUSINESS:		
There must be at least one (1) Lead Carpenter on staff with more than five years' experience thereof with said licensing.	YES	NO
NUMBER OF LEAD CARPENTERS:		
There must be at least one (1) Carpenter Apprentice on staff with more than five years' experience thereof with said licensing.	YES	NO
NUMBER OF CARPENTER APPRENTICE:		
Contractor must be a registered business in NH, have ample facilities, accounts, and equipment required of a qualified General Contractor.	YES	NO
Must be able to respond to emergencies by phone within one (1) hour and work must be started within four (4) hours if applicable.	YES	NO
Must be able to submit any standard cost estimate for planned or scheduled work in a timely manner not to exceed (5) business days from the time of notification.	YES	NO
Municipal Work/Contract Experience	YES	NO

APPENDIX D: KEY PERSONNEL BACKGROUND

KEY PERSONNEL

Name, position, and related years' experience and responsibilities of key personnel assigned to this work. List LEAD Carpenter specifically.

APPENDIX E: FACILITIES DESCRIPTION

FACILITIES DESCRIPTION

Provide a detailed summary describing your shop and/or headquarters, active supplier accounts you have credit with, and any vehicles/equipment used for work purposes.

FACILITY LOCATION/SHOP/PLACE OF BUSINESS	ADDRESS
ACTIVE SUPPLIER ACCOUNTS	ADDRESS
	</td

APPENDIX F: REFERENCES

PLEASE PROVIDE THREE REFERENCES AS REQUIRED IN BID PACKAGE:

1. Reference's organization or company name.
2. Reference's physical mailing address, phone number and email address.
3. Contact person.
4. Description and date of project and/or type(s) of services provided for each reference.

REFERENCE 1:

REFERENCE 2:

REFERENCE 3:

APPENDIX G: PROPOSAL RATE SHEET

PROPOSAL RATE SHEET

On-Call General Contractor Services includes but is not limited to the labor, materials, equipment, tools, and supervision necessary for the service, repair, maintenance, replacement, installation, and/or upgrade of building systems in all municipal buildings (APPENDIX A) in the Town of Salem NH.

- **Proposed Rate should be for one (1) worker, one (1) hour ONLY.**
- **List OTHER as applicable.**
- **Business Hours are defined as Monday - Friday 7:00 am – 5:00 pm.**
- **Non-Business Hours are defined as scheduled any other after/before Business Hours, and all day/night Saturdays and Sundays.**
- **Emergency Work – As defined immediate work response and/or unscheduled**

BUSINESS HOURS		RATE	QUANTITY
Lead Carpenter	\$		per HOUR
Carpenter Apprentice	\$		per HOUR
Laborer	\$		per HOUR
OTHER	\$		per HOUR
OTHER	\$		per HOUR
OTHER	\$		per HOUR
NON BUSINESS HOURS		RATE	QUANTITY
Lead Carpenter	\$		per HOUR
Carpenter Apprentice	\$		per HOUR
Laborer	\$		per HOUR
OTHER	\$		per HOUR
OTHER	\$		per HOUR
OTHER	\$		per HOUR
EMERGENCY WORK		RATE	QUANTITY
Lead Carpenter	\$		per HOUR
Carpenter Apprentice	\$		per HOUR
Laborer	\$		per HOUR
OTHER	\$		per HOUR
OTHER	\$		per HOUR
OTHER	\$		per HOUR

Minimum Hours if Applicable: _____

Materials to be invoiced at actual cost plus _____ % (must provide copies of invoices).

APPENDIX H: ACKNOWLEDGEMENT FORMS

SIGNATORY DECLARATION

I, the undersigned, acknowledge completion and receipt of the Authorized Signatory Declaration Form, and fully understand my responsibility as an Authorized Signatory on this document and all subsequent forms thereof requiring signature. In particular I understand rules regarding the referencing, checking, and verification as necessary for disclosure to award this bid or proposal as requested and defined within this document. The bid document as submitted has not been altered knowing all information must be filled out correctly for consideration. It is hereby understood that the Town of Salem reserves the right to reject any and all proposals or parts of proposals; to waive any defects, information, and minor irregularities; to accept exceptions to these specifications; to award contracts, or to cancel this request, if it is in the Town's best interest to do so.

Written Name of Authorized Signatory: _____

Title: _____

Signature: _____

Date: _____

Company: _____

Address: _____

Phone: _____

Email: _____

NON-COLLUSION STATEMENT

By Submission of the Bid or Proposal, the Bidder Certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other competitor or potential competitor;
2. This bid proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;
3. No attempt has been made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
4. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
5. That attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of the certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

Signature: _____

Date: _____

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.

Signature: _____

Date: _____

NO BID QUESTIONNAIRE

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.

A no bid is submitted in reply to the Town of Salem, NH invitation in reference to:

Given the following:

Item not supplied by our company
 Bid Specification (Provide reason)

Profit Margin too low
 Past experience with the Town of Salem (Provide reason)

Insufficient time allowed to prepare and respond to bid request
 Bid requirements (Provide reason)

Priority of other business opportunities limits time.
 Other reason(s): _____

Signature: _____

Date: _____

**Request for Taxpayer
Identification Number and Certification**► Go to www.irs.gov/FormW9 for instructions and the latest information.Give Form to the
requester. Do not
send to the IRS.Print or type.
See Specific Instructions on page 3.

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 of the person whose name is entered on line 1. Check only one of the following seven boxes.					
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <input type="checkbox"/> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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) <input type="checkbox"/> Exemption from FATCA reporting code (if any) <input type="checkbox"/> <small>(Applies to accounts maintained outside the U.S.)</small>					
5 Address (number, street, and apt. or suite no.) See instructions.			Requester's name and address (optional)		
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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number		
<input type="text"/>	<input type="text"/>	<input type="text"/>
- <input type="text"/>		
<input type="text"/>	<input type="text"/>	<input type="text"/>
- <input type="text"/>		
<input type="text"/>	<input type="text"/>	<input type="text"/>

or

Employer identification number									
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
- <input type="text"/>									
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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 for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.