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
Public Works Department
Ted Puzniak, Fleet
603-890-2161 fax 603-890-3882
tpuzniak@ci.salem.nh.us
COMPETITIVE SEALED BIDS For
4X4 Rubber Tired Backhoe W/Extend a Hoe

June 16, 2016

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. “4X4 Rubber Tired Backhoe W/Extend a Hoe”

Sealed bids must be received no later than June 16, 2016 at or before 11:00am from interested firms, to be eligible for consideration by the town. Each bid will be submitted in a sealed envelope which is clearly marked “Bid- 2016-017 Rubber Tired Backhoe”

All sealed bids received will be considered confidential and not available for public review until after the bid opening on June 16, 2016 at 11:00am.

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

Christine Wholley
Purchasing Agent
Town of Salem
33 Geremonty Drive
Salem NH 03079

Qualified Firms requiring additional information or clarification relative to the contents of the bid may direct inquiries to Christine Wholley, Purchasing Agent at 603-890-2090 or cawholley@ci.salem.nh.us. Please visit our website to download a copy of this Bid-2016-017 www.townofsalemnh.org  Finance-Purchasing /bids-proposals. Copies will not be faxed.

(1) One original and (1) one copy is required and must be received at the above address no later than June 16, 2016 on or before 11:00am, late bids will not be considered.

The Town reserves the right to reject any or all bids/proposals or any part thereof, to waive any informality or information in the bids/proposals, and to accept the bid /proposal considered to be in the best interest of the Town. The Town also reserves the right to conduct reasonable negotiations with low bidders and sole bidders. Failure to submit all information may declare a bid/proposal as non-responsive subject for disqualification.
**Town of Salem, New Hampshire**

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

**Notice To Qualified Firms**

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

If you wish to offer comments, additional information or alternate bids, please do below or on a separate sheet and attach it to the bid sheet.

- __________________________________________
- __________________________________________
- __________________________________________
- __________________________________________

The purpose of the attached specifications is to define minimum requirements only. They are not meant to be restrictive. All manufacturers meeting or surpassing these minimum specifications are invited to submit a bid/proposal.

Please don’t hesitate to call me if you need any additional information.  
Christine Wholley, Purchasing Agent (603) 890-2090

For questions or clarification on specifications please contact  
Ted Puzniak, Fleet (603) 890-2161

The Town of Salem reserves the right to reject any and all sealed bids/proposals that it deems non-conforming to the specifications enclosed. All information must be filled out correctly for consideration.

**DO NOT FAX BIDS, THEY WILL NOT BE ACCEPTED.**
Specifications Exception Form

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the Town of Salem to ferret out information concerning the materials, which you intend to furnish.

If your bid/proposal does not meet all our specifications you must state it in the space provided below.

_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________

Bids/proposals on equipment, vehicles, computers, supplies, services and materials not meeting specifications may be considered by the Town, however, all deviations must be listed above.

If your bid does not meet our specifications, and your exceptions are not listed above or in space provided, the Town of Salem may claim forfeiture on your bid, if submitted.

Signed ____________________________________________
I DO meet specifications

Signed ____________________________________________
I DO NOT meet specifications as listed in this bid, exceptions are in space provided.

Failure to submit this form with your Bid/Proposal response may result in your Bid/Proposal being rejected as unresponsive.
FORM FOR GENERAL BID

In compliance with all specifications enclosed the Bidder hereby proposes to provide services/equipment in strict accordance with the specifications provided. All services, materials, labor, and equipment required for the purchase and install of the plows specified in the scope of work at the prices stated below;

Fleet – 4X4 Rubber tired Backhoe W/extend a hoe  
Furnish and Install (1) 4X4 Rubber tired Backhoe W/Extend a hoe as specified.

Specify Brand: ____________________________________________

Purchase Price Delivered

__________________________________ Dollars $__________
Written Figures

Manufacturer’s Warranty

• Proposal Submitted by (Business Name)

• Title of person authorized to sign proposals

• Name of person authorized to sign proposals (printed)

• Signature of person authorized to sign proposals

• Business Phone ____________________ Business Fax ________________

• Business Address __________________________ Date __________________________

• Business Email_____________________________

• Business Type_____________________________(Individual, Partnership, Corporation etc.)
No Bid Questionnaire

Reference: Sealed Bid-2016-017
If you choose not to bid, please complete the questionnaire below and return it with your response by the bid opening date. Your assistance in helping us to analyze no bid rationale is very much appreciated. Thank You.

* * * * No Bid Questionnaire * * * * *

A no bid is submitted in reply to the Town of Salem, NH invitation for bids for (enter requirement description): ________________________________________
Dated ___________________________, for the following reasons:

_____Item not supplied by our company.

_____Bid Specification (Give reason(s) e.g., too restricted, not clear etc.)

_____Profit Margin too low

_____Past experience with the Town of Salem (give specific’s e.g. payment delay, bid process, admin problems, etc.)

_____Insufficient time allowed to prepare and respond to bid request.

_____Bid requirements too large ____or too small ____for our company.

_____Priority of other business opportunities limits time.

_____Other reason(s) Please Specify: ________________________________

Company Name_______________________________
Address_______________________________________
Phone_________________________________________

________________________   __________________________
(Signature)      (Name & Title)
GENERAL TERMS AND CONDITIONS

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

a. Fails to adhere to one or more of the provisions established in the proposal.
b. Fails to submit its proposal at the time or in the format specified herein or to supply the minimum information requested herein.
c. Fails to meet the minimum evaluation criteria specified in this proposal.
d. Fails to submit its proposal to the required address on or before the deadline date established by the Town.
e. Misrepresents its services, experience and personnel by providing demonstrably false information in its proposal or fails to provide material information.
f. Fails to submit its cost on the enclosed bid form.
g. Refuses a reasonable request for an interview.
h. Refuses to provide clarification requested by the town.
RECEIPT AND OPENING OF PROPOSALS:
Proposals shall be submitted prior to the time fixed in the Request for Sealed Bids/RFP. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS:
All sealed bids received will be considered confidential and not available for public review until after the bid opening is conducted. Results will not be given over the phone. Please send your request in writing or send an email to cawholley@ci.salem.nh.us to receive sealed bid results after the public opening. Request for Proposals will remain confidential until the proposer has been selected.

KNOWLEDGE AND EXPERIENCE:
Provide a description of the firm’s knowledge and experience in the industry. Highlight your company’s experience to provide the highest quality and effective product and reliable service and support.

REFERENCES:
Equipment supplied and installed within the past 2 years best illustrating current qualifications for this bid: (Please See Reference List)

AWARD OF CONTRACT:
It is the policy of the Town of Salem, NH that contracts are awarded only to responsible bidders. In order to qualify as responsible, a prospective vendor must meet the following standards as they relate to this request:
A. Have adequate financial resources for performance or have the ability to obtain such resources as required during performance.
B. Have the necessary experience, organization, technical and professional qualifications, skills and facilities.
C. Be able to comply with the proposed or required time of completion or performance schedule; and
D. Have a demonstrated satisfactory record of performance.
E. Adhere to the specifications of this bid and provide all documentation required of this bid.

The contract will be awarded to a responsive & responsible bidder based on the qualifications and experience of the bidder, the quality of the equipment/product/materials/services to be provided and the support that the bidder offers during the duration of the supply terms.

EXECUTION OF AGREEMENT:
The successful Proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the town within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer.

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

CONTRACT TERMINATION:
If at any time the Proposer fails to provide proper services during the contract period, the Town of Salem, NH will have the option to terminate the contract at any time without notice.

FAILURE TO SUPPLY GOODS OR SERVICES:
If during the contract period the successful vendor fails to supply the Town of Salem, New Hampshire with the equipment/service(s). The Town of Salem,
will purchase this product/service(s) on the open market and the vendor will compensate the Town of Salem, New Hampshire with the difference between the bid price and the price incurred on the open market.

**RIGHT TO REJECT BIDS:** The Town reserves the right to reject any and all sealed bids, should the Town deem it to be in the best interest of the public.

**INSURANCE CERTIFICATES:** The Proposer must supply a current insurance certificate before any work commences. See; Insurance requirements.

**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.

**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.

**VEHICLE DELIVERY REQUIREMENTS:**
All vehicles/equipment shall be delivered new and must meet all federal and state equipment and safety requirements.

All vehicles/equipment must be delivered with all standard and optional equipment in place, cleaned, lubricated, serviced and ready for operation. Dealer advertising or logo shall not be displayed on any vehicles purchased. This vehicle/equipment will be inspected upon delivery prior to acceptance by the Salem Public Works Department.

Dealer must be located within a 50 mile radius of the Town of Salem, NH.

**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.
Insurance Requirements

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

Comprehensive General Liability
Combined single limit $ 1,000,000.00

Workmen’s Compensation
& Employers Legal Liability $ 500,000 per accident

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

Non-Collusion Statement

The Undersigned certifies under penalties of perjury that this bid in all respects is bonafide, fair and made without collusion or fraud with any other person. As used in this paragraph, the “PERSON” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Title ________________________________
Signature ______________________________
Company ______________________________
INDEMNIFICATION AGREEMENT

The successful vendor agrees to indemnify, investigate, protect, defend and save harmless the Town of Salem, NH, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials, equipment or supplies in connection with the performance of this contract and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the vendor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

- Company ____________________
- Taxpayer Identification Number_______________
- Authorized Signature _______________
- Contact Phone ____________________
- Address __________________________
- Date _____________________________
**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. 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.

<table>
<thead>
<tr>
<th>Column</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>“X” means that the vendor is clearly providing, supplying, including, and achieving the objective indicated without caveats, exclusions, or considerable modifications.</td>
</tr>
<tr>
<td>No</td>
<td>“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.</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Required minimum specification</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. TIER 4 4CYL TURBOCHARGED ENGINE 3.4L 110 NET ENGINE HORSEPOWER</td>
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<td>2. DIESEL PARTICULATE FILTER</td>
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<td>3. FUEL FILTER W/WATER TRAP</td>
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<td>4. GLOW PLUG COLD START</td>
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<td>5. WATER JACKET BLOCK HEATER</td>
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<td>6. SUCTION FAN</td>
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<td>7. SELF ADJUSTING BELT TENSIONER</td>
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<tr>
<td>8. RAIL INJECTION W/DIAGNOSTICS</td>
<td></td>
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<tr>
<td>Required minimum specification</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>9. TRANSMISSION POWERSHIFT S TYPE</td>
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<tr>
<td>10. PUSH BUTTON DIFFERENTIAL LOCK</td>
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<tr>
<td>11. 4WHEEL DRIVE 14.0 X 17.5 FRT TIRES</td>
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<tr>
<td>12. DRIVE SHAFT GUARDS</td>
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<tr>
<td>13. POWER ASSISTED HYD ACUATED BRAKES</td>
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<td>14. HYD RELEASE PARKING BRAKE</td>
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<tr>
<td>15. OUTBOARD PLANETARY DRIVE W/21.0 X 24.0 TIRES</td>
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<tr>
<td>16. 12V ELECTRICAL SYSTEM</td>
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<td>17. 120 AMP PLANETARY DRIVE</td>
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<td>18. 850 C/C AMP BATTERY</td>
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<td>19. ROPS CAB FRT/REAR WIPERS W A/C SUSPENSION SEAT/180 SWIVEL</td>
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<tr>
<td>20. HYDROSTATIC STEERING</td>
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<tr>
<td>21. ELECTRONIC HAND/FOOT CONTROLS</td>
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<td>22. BACKHOE FOOT SWING</td>
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<td>23. MACHINE CONTROL MODULE W/MENU DRIVEN OPTIONS</td>
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<td>24. GUAGES/E/ENGINE/FUEL/TACH/HR METER/VOLTMETER</td>
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<td>25. WARNING LIGHTS/ALARMS 2 FRT/2 SIDE/4 REAR WORK LIGHTS</td>
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<td>26. HORN/AM-FM RADIO</td>
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<td>27. AUTO RIDE CONTROL</td>
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<td>28. HYDRAULICS</td>
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<tr>
<td>29. 43 GPM AXIAL PISTON PUMP DUAL MODE</td>
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<tr>
<td>30. HEAVY DUTY OIL COOLER</td>
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<tr>
<td>31. 2 SPOOL LOADER CONTROL</td>
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<td>32. FLEX/RETURN TO DIG POSITIONS</td>
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<tr>
<td>33. SWING CUSHION BACKHOE CONTROL VALVE</td>
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<tr>
<td>34. POWER LIFT ON BACKHOE HYDS</td>
<td></td>
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<td>35. AUXILIARY BACKHOE BIDIRECTIONAL HYDS</td>
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<tr>
<td>36. PILOT BACKHOE CONTROLS</td>
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<td>37. EXTEND A HOE</td>
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<td>38. STREET PADS</td>
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<tr>
<td>39. FRT COUNTER WEIGHT 1,100 LBS</td>
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<td>40. 30” BUCKET AND 1.5 YD BUCKET</td>
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<tr>
<td>41. WAIN-ROY SWINGER CONNECTOR</td>
<td></td>
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<tr>
<td>42. ALSO BID CONSISTS OF TRADE IN OF 1997 CASE 590 SUPER L SER#JJG210621</td>
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<tr>
<td>43. CURRENT HOURS AS OF 4/14/16 ARE 7,310 HRS</td>
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<td>44. ALSO 1 SPARE FRT/REAR TIRE WHEEL ASSYS TO BE INCLUDED W/NEW MACHINE</td>
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<td>45. PARTS/SERVICE/OPERATORS MANUALS</td>
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<tr>
<td>46. TO BE DELIVERED TO SALEM DPW 21 CROSS ST SALEM NH</td>
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<tr>
<td>47. DEALER TO BE LOCATED WITHIN 50 MILE RADIUS OF SALEM NH DPW</td>
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</table>
## Reference List

Equipment supplied within the past 2 years best illustrating current qualifications for this bid

<table>
<thead>
<tr>
<th>Equipment Furnished Description</th>
<th>Year</th>
<th>Equipment Cost</th>
<th>Phases</th>
<th>References Name Title Phone</th>
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FORM OF AGREEMENT

THIS AGREEMENT, Made this ____ day of _____ 2016 by and between the Town of Salem, NH herein called “CLIENT” and __________, called “CONTRACTOR” agrees to perform professional services and supply/install Heavy duty Power Angle plow as specified in Sealed Bid-2016-017

The CONTRACTOR hereby proposes to provide all services, materials, labor, equipment, and miscellaneous supplies required to furnish & install the proposed equipment in strict accordance with the technical specifications provided.

The CONTRACTOR agrees to furnish 4 X 4 RUBBER TIRED BACKHOE W/EXTEND A HOE per specifications. The plow manufacturer will be ______ as specified in the Form for General Bid.

The CONTRACTOR agrees to perform all of the work described in the technical specifications and comply with the terms therein for the sum of ______________________, as shown in the Form for General Bid.

The CONTRACTOR agrees to all terms and conditions specified in sealed bid 2016-017
- Invitation to Bid / Notice to Qualified Firms
- Specification Exception / Form for General Bid
- Technical Specifications / Insurance Requirements
- Non-collusion Statement/General Terms and Conditions / Indemnification Agreement

The CONTRACTOR hereby agrees to supply and install appropriate equipment specified in the Form for General Bid on or before: _____________________________________________________________________

CONTRACTOR:
Title_________________________________
By: ________________________________
(Authorized Representative)
Date: ______________________________

CLIENT:
Title_________________________________
By: ________________________________
(Authorized Representative)
Date: ______________________________
Form W-9
Request for Taxpayer Identification Number and Certification

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

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/individual name, if different from above:
   - [ ] Individual (sole proprietor)
   - [ ] Corporation
   - [ ] S Corporation
   - [ ] Partnership
   - [ ] Trust/estate
   - [ ] Limited liability company. Enter the tax classification (C-corporation, S-corporation, P-partnership) above.
   - [ ] Other (see instructions)

3. Address (number, street, and apt. or suite no.)
   - [ ] Town of Salem, NH
   - [ ] 33 Germiny Drive
   - [ ] Salem, NH 03079

4. Social security number

5. Exempt payee code (if any)

6. Exemption from FATCA reporting code (if any)

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 on page 3. For other entities, if you have an employer identification number (EIN), enter it in the line above for the tax classification of the single-member entity.

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.

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: [ ] I am exempt from backup withholding, or [ ] I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or [ ] 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 (as 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.

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 its release) is at www.irs.gov/f9.

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), or employer identification number (EIN), to report on an information return the amount paid to you, or any other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1040 (individual return)
- Form 1040-A (married filing separately return)
- Form 1040-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (miscellaneous income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-R (proceeds from sales of real estate transactions)
- Form 1099-S (merchant card and third party network transactions)
- Form 1099-OV (dividends, including those from stocks or mutual funds)
- Form 1099-C (cancellation of debt)
- Form 1099-A (acquisition or abandonment of secured property)
- 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.

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 this 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 you are a U.S. person, your allocable share of any partnership income from a U.S. trade or business is subject to the withholding tax or foreign persons' 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.