Recreation Department
Palmer School Flooring
Sealed Bid (2016-019)
Town of Salem, NH

July 13, 2016

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

Leon Goodwin III, Town Manager
Prepared for and in coordination with the
Salem NH Recreation Department
Director Chris Dillon
603-890-2191
cdillon@ci.salem.nh.us
COMPETITIVE SEALED BIDS FOR
Palmer School Flooring (1) room

It is the intent of the Town of Salem, New Hampshire to engage the services of a qualified Contractor to remove the existing hard wood floor and replace with a new, pre finished floor that will maintain the historical look and character of the building. Job Completion must be prior to August 29th first day of school.

Sealed bids must be received no later than August 4, 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- 2016-019, Palmer School Flooring”

All sealed bids received will be considered confidential and not available for public review until after the bid opening on August 4, 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-2016-019 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 August 4, 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
Director Chris Dillon (603) 890-2191

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.

Specify Brand: _______________________________________

Purchase price per Foot

__________________________________ Dollars $___________

Written Figures

Warranty Coverage__________________________________________
Warranty Period____________________________________________
Extended 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-2016-019
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.

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.

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

The Palmer School is a one room house that is still used for pre-school today. We are seeking qualified contractors to remove the existing hard wood floors and replace with new, pre-finished floors that will maintain the historical look and character of the building.

- Removal of current mop board trim
- Removal of current flooring
- Replace any subflooring needing replacement
- Install 2 3/4” or 3 wide oak pre-finished hardwood flooring this includes the entrance way and the classroom
- Entrance is Approximately 7’ 4” x 6’ 6”
- Main Classroom is 34’ 3” x 24’ 4” (minus entrance area listed above)
- Approximately 831 square feet of flooring
- All debris from project (including old mop board and flooring) must be removed from property
- Install new mop board as close to the look of the old mop board as possible
- Caulk any gaps between new mop board and the wall

JOB MUST BE COMPLETED PRIOR TO AUGUST 29TH FIRST DAY OF SCHOOL.
Form W-9
Request for Taxpayer Identification Number and Certification

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

Print or Type
See Special Instructions on page 3

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.

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 (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. See the instructions on page 3.

Sign Here

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

Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS, for a single-member LLC that is disregarded as a corporation, for a trust or estate, or for a partnership, or for any other entity that is required to file an information return, must provide the TIN from Form W-9 to the payee. If a payee does not provide the TIN, the payee will be required to backup withhold all payments. The payee must make the backup withholding calculation based on the TIN provided by the payee. The payee must report any backup withholding on Form 1099 in the appropriate box on line 7 of the form. If the payee fails to report the backup withholding, the IRS will allow the recipient to claim the backup withholding on a Form 1040. 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.

Cat. No. 10238X
Form W-9 (Rev. 12-2014)