



**Furnish & Install of (Qty 3)  
Commercial Steel Doors  
Salem Police Department**

**Competitive Sealed Bid #2013-008**

**Town of Salem, NH  
June 2013**

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**SALEM PURCHASING**

Julie Adams, Purchasing Agent  
603-890-2090 fax 603-890-2091  
[jadams@ci.salem.nh.us](mailto:jadams@ci.salem.nh.us)

Keith Hickey, Town Manager

Prepared for and in coordination with the  
Salem Police Department  
Officer Basil Chingros  
603- 890-2382  
[bchingros@salempd.com](mailto:bchingros@salempd.com)

## COMPETITIVE SEALED BID #2013-008

### Furnish & Install of (Qty 3) Commercial Steel Doors Salem Police Department

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: **Furnish & Install of (Qty 3) Commercial Steel Doors – Salem Police Department** located at 9 Veterans Memorial Parkway, Salem, NH, 03079.

**Contractors are encouraged to visit the work site (9 Veterans Memorial Parkway, Salem, NH, 03079) for a Pre-Bid walk through on June 13, 2013, at 10:00am, with Officer Basil Chingros.**

Sealed bids must contain (1) one original and (1) one copy, and be received no later than June 26<sup>th</sup> 2013 before 11:00am, in order to be eligible for consideration by the town. Each bid must be submitted in a sealed envelope that is clearly marked: **Competitive Sealed Bid #2013-008 Furnish & Install of (Qty 3) Commercial Steel Doors – Salem Police Department, Attention: Julie Adams, Purchasing Agent**, and delivered to the Building Department, upstairs at the following address:

Salem Town Hall  
33 Geremonty Drive  
Salem NH 03079

Upon receipt, all sealed bids and correspondence relating to this ITB, shall be date and time stamped. All sealed bids received will be considered confidential and not available for public review until after the bid opening on June 26<sup>th</sup> 2013 before 11:00am. Late bids will not be considered.

Please visit our website to download a copy of this Bid #2013-008 at [www.townofsalem.org](http://www.townofsalem.org) Finance-Purchasing/bids-proposals. Copies will not be faxed or emailed. Qualified Firms requiring additional information or clarification relative to the contents of the bid may direct inquiries to Julie Adams, Purchasing Agent, at 603-890-2090 or [jadams@ci.salem.nh.us](mailto:jadams@ci.salem.nh.us) during the following business hours: Monday through Friday 9:00am to 2:00pm.

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.

## **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 [jadams@ci.salem.nh.us](mailto:jadams@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:** Projects within the past ten years best illustrating current qualifications for this project: (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 contract 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.

**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.

**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.

**WORKERS COMPENSATION:**

All proposers and subcontractors at every tier under the proposer will conform to the requirements of RSA 281-A: 2 with close attention to sections VI (a), VI(c) and VII (a) as well as Section 281-A: 4.

**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:**

Unless otherwise specified, invoices will be submitted to Accounts Payable at 33 Geremonty Drive, Salem NH. The invoice must include an itemization of all items, supplies, repairs and labor furnished, including unit list pricing, net pricing and total amount due. Payment terms are net thirty (30) days from the date of the invoice.

**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.

**PROPOSAL ADVERTISMENT:**

All proposals are required to be advertised as legal notices in three local newspapers. Proposals can also be viewed at the Town's website, as detailed below.

**LEGAL NOTICES:**

Lawrence Eagle Tribune  
Salem Patriot  
Union Leader

**TOWN OF SALEM, NH (website)**

[WWW.TOWNOFSALEMNH.ORG](http://WWW.TOWNOFSALEMNH.ORG)



**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.

Julie Adams, Purchasing Agent (603) 890-2090

For questions or clarification on specifications please contact:

Officer Basil Chingros at (603) 890-2382 or [bchingros@salempd.com](mailto:bchingros@salempd.com).

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.**



**Town of Salem, New Hampshire**

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

**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.



## **SCOPE OF WORK**

### **SALEM NH POLICE DEPARTMENT at 9 Veterans Memorial Parkway, Salem, NH, 03079**

- Replacement of 3 commercial steel entry doors with key-lock push button entry.
- Approximate measurements: 80" height, 36" width
- 2 doors contain 2 panes, 1 door contains 1 pane
- All demolition and removal of debris
- Installation of new doors
- Push button key-lock entry with lock override
- All sealing and finish work



## Form for General Bid

In compliance with all specifications enclosed the Bidder hereby proposes to furnish all products and perform all services in strict accordance with the contract documents provided for furnishing & installing three commercial steel doors with key-lock push button entry at the Salem NH Police Department located at 9 Veterans Memorial Parkway, Salem, NH 03079 This Scope of Work listed in the enclosed specifications must be completed by the date and time specified at the prices stated below.

Bidder hereby agrees to **commence** work under the contract on or before:

Bidder hereby agrees to **complete** work/services/labor and furnish appropriate materials under this contract on or before:

Bidder hereby agrees to perform all the work described in the contract documents for the following lump sum of:

\$ \_\_\_\_\_ \$ \_\_\_\_\_  
Words Amount

- 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.)



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

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

### **No Bid Questionnaire**

#### **Reference: Sealed Bid #2013-008**

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)



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

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

### **Insurance Requirements**

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

Commercial General Liability	\$ 1,000,000.00
Workmen's Compensation & Employers Liability	\$ 500,000.00 per accident

The Contractor shall 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. Contractor shall require any subcontractor providing on-site work to carry insurance coverage's in a form and amount consistent with the insurance requirements specified. .

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



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

#### ***Purchasing Department***

***33 Geremonty Drive***

***Salem, New Hampshire 03079***

***PH (603) 890-2090 FAX (603) 890-2091***

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



**Town of Salem, New Hampshire**

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

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**REFERENCE LIST**

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

EQUIPMENT FURNISHED AND INSTALLED DESCRIPTION	YEAR	EQUIPMENT COST	PHASES Complete or In Progress	REFERENCES NAME TITLE PHONE



### **FORM OF AGREEMENT**

THIS AGREEMENT, Made this \_\_\_\_\_ day of \_\_\_\_\_ 2013 by and between the Town of Salem, NH herein called “**CLIENT**” and \_\_\_\_\_ called “**CONTRACTOR**” agrees to perform professional services and furnish/supply Three Commercial Steel Doors, as specified in Sealed Bid #2013-008.

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

The **CONTRACTOR** agrees to furnish and install (3) Standard Commercial Steel Frame Doors. The Door 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 #2013-008;  
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:

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**CONTRACTOR:**

Title \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Representative)

Date: \_\_\_\_\_

**CLIENT:**

Title \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Representative)

Date: \_\_\_\_\_



**W-9**

Form (Rev. December 2011)  
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.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <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"/> Exempt payee <input type="checkbox"/> Other (see instructions) ► _____	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
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 the "Name" line to avoid backup withholding. For individuals, this is 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 chart on page 4 for guidelines on whose number to enter.

Social security number
_____ - _____ - _____

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).

**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 4.

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.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.