



**Brand new Ford F-350 4x4 W/Utility Body
Installed
Sealed Bid (Bid-2021-010)
Town of Salem, NH**

March 2021

SALEM PURCHASING
Christine Wholley, Purchasing Agent
cawholley@salemnh.org

Christopher Dillon, Town Manager

Prepared for and in coordination with the
Municipal Services Department (Highway Division)
Ryan Pike, Fleet
603-890-2161
rpike@salemnh.gov

COMPETITIVE SEALED BIDS
Brand new Ford F-350 4x4 W/Utility Body installed
BID 2021-010
April 1, 2021 @ 11:00am

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. **“Brand new Ford F-350 4x4 W/Utility Body installed”**

Sealed bids must be received no later than April 1, 2021 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- 2021-010 Ford F-350 W/Utility body installed”**

All sealed bids received will be considered confidential and not available for public review until after the bid opening on April 1, 2021 at 11:00am, opening will be held via Zoom.

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

Town Hall operating hours:

Monday-Friday 8:30am-11:30am and again 2:00pm-4:00pm.

Fed-Ex and UPS deliveries are accepted at Town Hall Monday-Friday 8:30am-500pm.

Qualified Firms requiring additional information or clarification relative to the contents of the bid may direct inquiries to Christine Wholley, Purchasing Agent at cawholley@salemnh.gov Please visit our website to download a copy of this Bid-2021-010 www.townofsalemnh.org Finance-Purchasing /bids-proposals. Copies will not be faxed or emailed.

- (1) One original and (1) one copy is required and must be received at the above address no later than April 1, 2021 on or before 11:00am, late bids will not be considered. We DO NOT accept faxed or emailed bids.

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 do not hesitate to email me if you have questions about the bid documents.

Christine Wholley, Purchasing Agent cawholley@salemnh.gov

For questions or clarification on specifications please contact
Ryan Pike, Fleet (603) 890-2161 or rpike@salemnh.gov

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

DO NOT FAX/EMAIL BIDS, THEY WILL NOT BE ACCEPTED.



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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.



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BID FORM

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 furnishing a Brand new Ford F-350 4x4 W/Utility Body installed as specified in the scope of work at the prices stated below;

Brand new Ford F-350 4x4 W/Utility Body installed

Specify Brand: _____

Purchase Price Delivered

Written _____ Dollars \$ _____
Figures _____

Manufacturer's Warranty _____

Location of Warranty Services _____

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.)



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TECHNICAL SPECIFICATION CHECKLIST

Brand New Ford F-350 4x4 & Cab Chassis

The VENDOR must supply (1) Brand new Ford F-350 4x4 W/Utility Body installed as submitted in this sealed bid:

<u>Required minimum specification</u>	<u>Yes</u>	<u>No</u>
Brand new Ford F-350 S.R.W. XL (package F3B & 610A)		
6.2 V-8 gasoline engine W/dual batteries (996 & 86M)		
Pick-up bed delete (142" wheelbase for 8' box)		
Ford School bus yellow exterior color (BY_02)		
Grey interior cloth w/split bench, 40/20/40 (1S_02)		
Rubber mat Floor coverage (no cloth)		
Additional factory floor mats		
Automatic transmission (44G)		
Plow package w/heated rear mirrors (473)		
Rear differential 3:73 (X37)		
Tires & rims steel (TD8 & 64A)		
Towing package		
Power option package (A/C, windows, locks etc..)		
Factory up-fitter switch package (66S)		
Factory remote start (76S)		
Factory running boards (18B)		
Factory front mud flaps (61S)		
Bluetooth package for cell phones & hands-free communication (587)		
Factory seat covers		
50 State emissions		
<u>Required specifications are inclusive to utility body only</u>		
Utility body painted same as cab (Ford school bus yellow)		
Steel reading "class2" service body CL98ASW-WR		
Utility body 98" L x 76 1/2" W, 14" compartment depth, & 48 1/2" load area		
Utility body to be galvanized steel construction		
Hidden removable door hinges, double panel doors w/internal reinforcing		

<u>Required specifications to utility body continued.....</u>	<u>Yes</u>	<u>No</u>
Complete under utility body protective spray		
Heavy duty automotive style rotary locking door handles		
Pick-up style tailgate, slam-action		
Nitrogen strut door holders on all vertical doors		
Seamless wheelhouse panels w/aluminum fuel fill box		
Adjustable shelving in compartments, shelves supplied w/body		
LED stop/turn/tail, and reverse lights recessed in rear panels of body		
Interior compartments powder coated white		
Minimum of 5-year warranty		
P77R recessed rear bumper powder coated (Ford school bus yellow)		
Linex load area & compartment tops		
Linex top of rear bumper		
2-Aluminum grab handles installed on rear body panels, subject to Town of Salem installation location preference (byrb239914AL)		
2-LED surface mounts on rear of body panel, also subject to towns preference of placement		
Any or all auxiliary lights to be wired to factory upfitter switches (LED's on lowest amp circuit)		
Trailer plug to be mounted in the bumper and to be a pollak #11-723P and or grote #82-2145 style equivalent and location preference to be specified by the town before installing		
To be delivered to Town of Salem NH DPW 21 Cross St. Salem, NH after final inspection by the Town DPW.		
With all manuals/paperwork		

<u>Trade Information.....</u>		
Must accept 2011 Ford F-350 Utility body 4x4 in trade. Mileage range at time of acceptance to be 140-150K. Can be viewed at 21 Cross St. Salem, NH with notice. Trade must be accepted up to 30 days after new vehicle delivery. Please contact Ryan Pike (603) 890-2161 or rpike@salemnh.gov		



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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 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 _____



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FORM OF AGREEMENT

THIS AGREEMENT, Made this _____ day of _____ 2021 by and between the Town of Salem, NH herein called "CLIENT" and _____ called "CONTRACTOR" agrees to perform professional services and furnish/supply Brand new Ford F-350 4x4 & Cab Chassis as specified in **BID 2021-010**

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

The **CONTRACTOR** agrees to furnish Brand new Ford F-350 4x4 & Cab Chassis per specifications. The 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 2021-010
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** appropriate equipment specified in the Form for General Bid on or before:

CONTRACTOR:

Title _____
By: _____
(Authorized Representative)
Date: _____

CLIENT:

Title _____
By: _____
(Authorized Representative)
Date: _____

GENERAL TERMS AND CONDITIONS

PREPARATIONS OF BIDS/PROPOSALS: Proposals shall be submitted on the forms provided and must be signed by the Bidder or his authorized representative. The person signing the proposal shall initial any corrections to entries made on the attached forms.

Vendors must provide pricing on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form or in the special provisions allowed for partial bids. Failure to provide pricing on all items may disqualify the bid. Alternative bids will be considered, unless otherwise stated, only if the alternate is described completely, including, but not limited to, sample, if requested and specifications sufficient so that a comparison to the request can be made.

Any questions or inquiries must be submitted in writing and must be received by the Purchasing Department no later than seven (7) calendar days before the Request for Proposal due date to be considered. Any changes to the Request for Proposal will be provided to all bidders of record.

Completed Bid proposals shall contain the following:

- Completed and executed Bid Form
- Narrative of work experience and qualifications. (required only if specifically stated in the invitation)
- Executed Statement of Non-Collusion
- Executed Indemnification Agreement
- Completed Notice to Qualified Firms
- Completed Specifications Exception Form

Prospective Bidders are encouraged to complete the No Bid Questionnaire if they choose not to bid.

SUBMITTED BIDS/PROPOSALS: Proposals must be submitted as directed in the Notice to Qualified Firms, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or emailed will not be accepted.

WITHDRAWING BIDS/PROPOSALS: Proposals may be withdrawn prior to the opening date and time upon written request of the Proposer up to three (3) calendar days prior to the bid opening. 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 Bidder:**

- Fails to adhere to one or more of the provisions established in the Bid and General Terms and Conditions.
- Fails to submit its proposal at the time or in the format specified herein or to supply the minimum information requested herein.

- Fails to meet the minimum evaluation criteria specified in the Bid and General Terms and Conditions.
- Fails to submit its proposal to the required address on or before the deadline date established by the Town.
- Misrepresents its services, experience and personnel by providing demonstrably false information in its proposal or fails to provide material information.
- Fails to submit its cost on the enclosed bid form.
- Refuses a reasonable request for an interview.
- Refuses to provide clarification requested by the town.

RECEIPT AND OPENING OF PROPOSALS: Proposals shall be submitted prior to the time fixed in the Request for Sealed Bids/RFP. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS: All sealed bids received will be considered confidential and not available for public review until after the bid opening is conducted. Results will not be given over the phone. Requests for bid results shall be submitted in writing to the Purchasing Agent after the public opening. Request for Proposals will remain confidential until the proposer has been selected.

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

References will be contacted to confirm the quality of previously completed work, suitability of Contractor operations, and responsiveness to the owner's needs.

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.

Approval of funds to finance the contract will be subject to Town appropriation in March 2021. If funds for this project are not approved, the Owner reserves the right to reject any or all Bids.

AWARD OF CONTRACT: It is the policy of the Town of Salem, NH that contracts are awarded only to responsible bidders. In order to qualify as responsible, a prospective Contractor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance.
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities.
- Be able to comply with the proposed or required time of completion or performance schedule; and
- Have a demonstrated satisfactory record of performance.

- Adhere to the specifications of this bid and provide all documentation required of this bid.

The contract will be awarded to a responsive & responsible Bidder based on the qualifications and experience of the bidder, the quality of the equipment/product /materials/services to be provided and the support that the bidder offers during the duration of the supply terms. No award will be made to any Bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the Work successfully. The Owner's decision or judgment on these matters shall be final, conclusive, and binding. The Owner may make such investigations as it deems necessary, and the Bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.

EXECUTION OF AGREEMENT: The successful 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.

INSURANCE CERTIFICATES: Prior to the award of this contract, the Contractor shall be required to provide a Permit and License Bond in the amount of \$5,000 which shall be in effect for the duration of the contract and warranty period.

Prior to award of this contract, the Contractor shall submit insurance certificates indicating coverage for all vehicles, public liability and property damage in the following amounts:

Comprehensive General Liability	\$ 1,000,000/\$ 3,000,000
Auto Liability: Property Damage	\$ 1,000,000/\$ 1,000,000
Personal Injury	\$ 1,000,000/\$ 3,000,000
Workmen's Compensation	as required by the State of New Hampshire

PRICING: Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor and material costs, and any discounts offered. All services, materials, labor, and equipment required for the Work, will be supplied at the prices provided in the submitted Bid Form and are intended to provide a complete project.

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

OR-EQUAL: The name of manufacturer, trade name, or catalog number mentioned in this request for bid description is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory.

Proposals will be considered for any brand that meets or exceeds the quality of the specifications listed. On all such proposals, the bidder shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.

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

FORCE MAJEURE: Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or any other act of God.



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No Bid Questionnaire

Reference: Sealed Bid-2021-010

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: _____

Address _____

Phone _____

(Signature)

(Name & Title)

W-9

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 3	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification; check only one of the following seven boxes:</p> <p><input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</p> <p><input type="checkbox"/> Other (see instructions) ►</p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)</p> <p>5 Address (number, street, and apt. or suite no.) Requester's name and address (optional)</p> <p>6 City, state, and ZIP code Town of Salem, NH 33 Geremonty Drive Salem, NH 03079</p> <p>7 List account number(s) here (optional)</p>
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Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	_____ - _____ - _____
OR	
Employer identification number	_____ - _____ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requestor) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requestor with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.