



Requests for Bids General Welding Services RFB (2022-011) Town of Salem NH

SALEM PURCHASING

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Prepared for and in coordination with

SALEM MUNICIPAL SERVICES

ENGINEERING ♦ PUBLIC WORKS ♦ UTILITIES

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

WITHDRAWING BIDS/PROPOSALS: Proposals may be withdrawn prior to the opening date and time upon written request of the Proposer. Negligence on the part of the Proposer in preparing his/her proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening.

PROPOSAL EVALUATION:

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

- Fails to adhere to one or more of the provisions established in the proposal.
- Fails to submit its proposal at the time or in the format specified herein or to supply the minimum information requested herein.
- Fails to meet the minimum evaluation criteria specified in this proposal.
- Fails to submit its proposal to the required address on or before the deadline date established by the Town.
- Misrepresents its services, experience and personnel by providing demonstrably false information in its proposal or fails to provide material information.
- Fails to submit its cost on the enclosed bid form.
- Refuses a reasonable request for an interview.
- Refuses to provide clarification requested by the Town.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Sealed Bids/RFP. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS:

All sealed bids received will be considered confidential and not available for public review until after the bid opening is conducted. Bid and RFP openings will be scheduled and opened accordingly. Results will not be given over the phone. Please send your request in writing or send an email to gfaccaudio@salemnh.gov to receive sealed bid results after the public opening. All Bids, RFP's, and RFQ's will remain unofficial and if applicable confidential until the award has been posted on the Town website.

KNOWLEDGE AND EXPERIENCE: If and as requested per document, provide a description of the firm's knowledge and experience in the industry. Highlight your company's experience to provide the highest quality and effective product and reliable service and support.

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

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

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

The contract will be awarded to the **THREE** most responsive & responsible bidders based on the cost, qualifications, and experience, including, the quality of the equipment/product / materials/services to be provided and the support that the bidder offers during the duration of the contract terms. The lowest bidder will always be utilized first however should any scheduling conflicts occur the Town, at its discretion, reserves the right to use the second bidder as applicable to immediate and scheduled operations.

EXECUTION OF AGREEMENT:

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

APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the proposer, the owner will complete the execution of the agreement and return the agreement to the contractor. The Agreement accompanied by a Town issued purchase order will be delivered to the contractor and will constitute a mutual approval and agreement by both parties to abide by the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

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

CONTRACT TERMINATION:

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

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

INSURANCE CERTIFICATES:

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

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

PRICING: Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor and material costs, and any discounts offered. All fuel surcharges, delivery charges and miscellaneous charges that are not part of the terms and conditions of this contract will only hold up payment if they are added to the submitted invoice.

INVOICING:

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

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

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

TAX:

The Town is exempt from all sales and federal excise taxes. Our exemption number is 026000817 Please Invoice less these taxes.

DELIVERY: Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices, without extra charge for packing or containers.

GUARANTEES AND WARRANTIES: All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the contractor must inform the Town, in writing, prior to the delivery of an item or any work being performed.

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

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

REQUEST FOR BIDS GENERAL WELDING SERVICES

You are cordially invited to submit a proposal for General Welding Services in accordance with the attached specifications, terms, and conditions listed in RFB 2022-011 General Welding Services which can be obtained at <https://www.townofsalemnh.org/purchasing>. The Town of Salem, NH, is seeking three (3) qualified contractors to provide support for general welding, metal repair, and metal fabrication services. The welding repair and fabrication services shall include the installation of, alteration to, repair of, relocation of, replacement of, assembly of, addition to use or maintenance of any metal products. Contractors must be able to demonstrate experience with large trucks and heavy equipment welding repairs. The Town is seeking to select three (3) contractors for a preferred short list with expertise in these fields of welding repair and sheet metal fabrication services to fill temporary workload needs for a range of job projects including large scale capital work. **All proposals/bids must be received by March 3, 2022, at 9:00 AM EST. Two (2) copies of the BID package must be submitted in a sealed envelope, plainly marked:**

**RFB 2022-011
General Welding Services
Town of Salem
Purchasing Office
33 Geremonty Drive
Salem NH 03079**

INTRODUCTION

The Town of Salem intends to contract with a qualified Contractor(s) for general welding services. During the course of normal maintenance, the Town vehicles/heavy equipment occasionally requires welding services deemed urgent and/or beyond the capabilities of “in-house” resources. The Town intends to pre-select a minimum of three (3) qualified licensed welding and fabrication Contractors to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment and any incidentals necessary to provide welding and fabrication services, repairs, and installation for various Town equipment. This will be a three (3) year contract: 2022-2024, with a Town option to extend an additional year at bid pricing.

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

SCOPE OF WORK

The Town of Salem is soliciting proposals from Contractor(s) who offer support for general welding, metal repair and metal fabrication services. The welding repair and fabrication services shall include the installation of, alteration to, repair of, relocation of, replacement of, assembly of, addition to use or maintenance of any metal products. The Town is seeking to contract with qualified Contractors with expertise in these fields of welding repair and sheet metal fabrication services to fill temporary workload needs for a range of job projects.

This is a term contract intended to address incidental repair, maintenance and/or installation and/or inspection of welding and fabrication for Town eq. There is no guarantee on the frequency or quantity of the work will be assigned to the Contractor(s). The firms selected will be asked for pricing on projects (below) and the Town reserves the right to choose accordingly based on immediate needs. The Contractor and the Town project manager shall meet during and once the job is completed to discuss any areas of concern. The dates and times for reviewing work will be mutually agreed to by both parties. Completion and final inspection acceptance of projects will be determined by the Municipal Director and or their designee.

The Contractor will agree to utilize materials supplied by the Town on any and all projects unless the Contractor can provide such materials at the same cost or markup accepted by the Town. The Contractor will offer professional opinion on inferior selection of materials if applicable. Contractor must provide for own storage of material and equipment, as applicable. No on-site storage is permitted at the work area or other public areas unless it is pre-approved by the Town and/or logistically works.

For work not exceeding \$7,500 in cost, the Contractor will have five (5) working days to submit a quote and schedule the work with the Town. Failure by the Contractor to meet this parameter may result in the Town requesting a quote from the other two respective Contractors. Three respective quotes will be solicited for any projects estimated over \$7,500.

EXPERIENCE/QUALIFICATIONS/SKILLS

Eligible Contractors should be able to demonstrate the following:

1. Be able to make simple calculations and measurements.
2. Be able to make basic cost estimates for labor included in the project or job assignment descriptions (labor rates).
3. Be able to submit any cost estimate in a timely manner not to exceed (5) business days from the time of notification.
4. Be able to read small lettering and serial numbering from plans, blueprints, diagrams and drawings.
5. Must have a minimum of three (3) to five (5) years of basic experience in welding steel(s) or metal fabrication.
6. Be able to move, push or lift items.
7. Be able to work in harmony and cooperatively with Town staff or personnel when working on assigned site projects.
8. Academic requirements are a welder certificate (Preferred/ Optional) or any skilled trade certificate (Optional).
9. Project Reference List (Preferred) indicating education and years of similar work-related experience in general welding, welding repair, welding installation or welding parts relocation or metal alteration, metal repair, or metal fabrication work.
10. Will be required to read and interpret documents such as: notes, hand-written instructions, charts, graphs, simple drawings, pdf copies of notes, manuals, drawings or any such documents.

11. Participants will be exposed to extreme heat and potential cold weather during the length of projects.
12. The successful bidder(s) will need to provide all equipment, safety equipment, vehicle/equipment protection equipment i.e., surge protectors and or welding coverings, and staff necessary to complete any project or job assignment.

CONTRACTOR'S EQUIPMENT

All equipment shall be maintained in a safe operating condition while performing work under this contract. The contractor shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town shall direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town of Salem. The Contractor shall be solely responsible for injury to persons and or Town property caused by the operation of the equipment.

REFERENCES

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

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

BID DELIVERABLES

- A. BID Sheet completed in full and correct. Each ITEM should be bid as one ITEM equaling per hour cost. The TOTAL BID shall be a cumulative of the ITEMS 1 – 5 and the basis for developing best cost.
- B. Reference Form - APPENDIX A
- C. Acknowledgement Forms from APPENDIX B completed and signed accordingly.
- D. All proposals/bids must be received by March 3, 2022, at 9:00 AM EST.

BID FORM

ITEM	DESCRIPTION	PRICE per HOUR
1	On Town Site General Welding Services	\$
2	Contractor Shop General Welding Services	\$
3	Custom Welding/Fabrication Services	\$
4	Emergency Response Services	\$
5	Two (2) Personnel Required Services	\$
TOTAL BID		\$

NOTE: TOTAL BID is calculated by adding ITEM's 1 – 5 above. ITEM 5 should be combined cost per hour for both employees.

DEFINITIONS:

1. **On Town Site General Welding Services** – Any welding services for repairs or reinforcing of trucks and/or heavy equipment not requiring significant fabrication. Significant will be determined at time of inspection.
2. **Contractor Shop General Welding Services** – Same as #1, except work is performed at Contactor's shop. Town will arrange for delivery and cover cost thereof.
3. **Custom Welding/Fabrication Services** – Specialized projects not directly applicable to existing structures of trucks and heavy equipment. Involves detailed measuring, excessive cutting and grinding, including design efforts by Contactor.
4. **Emergency Response Services** – Unscheduled or unquoted work that needs direct action within 24 hours at any location.
5. **Two (2) Personnel Required Services** – Any work requiring two people: the primary welder and one additional personnel.

APPENDIX A: REFERENCES

PLEASE PROVIDE THREE REFERENCES AS REQUIRED IN BID PACKAGE:

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

REFERENCE 1:

REFERENCE 2:

REFERENCE 3:

APPENDIX B: ACKNOWLEDGEMENT FORMS

SIGNATORY DECLARATION

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

Written Name of Authorized Signatory: _____

Title: _____

Signature: _____

Date: _____

Company: _____

Address: _____

Phone: _____

Email: _____

NON-COLLUSION STATEMENT

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

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

Signature: _____

Date: _____

INDEMNIFICATION AGREEMENT

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

Signature: _____

Date: _____

NO BID QUESTIONNAIRE

If you choose not to bid, please complete the questionnaire below and return it with your response by the bid opening date. Your assistance in helping us to analyze no bid rationale is very much appreciated.

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

Given the following:

_____ Item not supplied by our company

_____ Bid Specification (Provide reason)

_____ Profit Margin too low

_____ Past experience with the Town of Salem (Provide reason)

_____ Insufficient time allowed to prepare and respond to bid request

_____ Bid requirements (Provide reason)

_____ Priority of other business opportunities limits time.

_____ Other reason(s): _____

Signature: _____

Date: _____

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	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.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-				-	
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 for Part II, later.

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

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.