



**Requests for Bids
Elevator Services
RFB (2022-021)
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WITHDRAWING BIDS/PROPOSALS: Proposals may be withdrawn prior to the opening date and time upon written request of the Proposer.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 gfaccadio@salemh.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 a responsive & responsible bidder based on the best cost, 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.

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 ELEVATOR SERVICES

You are cordially invited to submit a bid for Elevator Services in accordance with the attached specifications, terms, and conditions listed in RFB 2022-021 Elevator Services which can be obtained at <https://www.townofsalemnh.org/purchasing>. The Town of Salem NH is requesting bids from vendors to supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform elevator services at multiple Town Buildings. The successful bidder must have at least five (5) years' experience in the field and be able to respond to emergencies within a 2-hour time frame. This will be a three (3) year contract, 2022 – 2024. **All proposals/bids must be received by March 21, 2022, at 9:15 AM EST. Two (2) copies of the BID Sheet must be signed and submitted in a sealed envelope, plainly marked:**

**RFB 2022-021
Elevator Services
Town of Salem
Purchasing Office
33 Geremonty Drive
Salem NH 03079**

INTRODUCTION

The Town of Salem NH is seeking a qualified Vendor to supply all labor, tools, transportation, materials, equipment, and permits as necessary and required to perform elevator services at multiple Town Buildings listed in APPENDIX A. The Vendor shall maintain all the elevator equipment using trained personnel directly employed and supervised by Vendor. These employees will be qualified to perform monthly inspections, annual testing, repairs as applicable, and keep the equipment properly adjusted and in safe operating condition.

This will be a three (3) year bid award from 2022 – 2024. This contract will be administered through Municipal Services with the Facility Foreman as the primary contact and/or project manager.

SCOPE OF SERVICES

1. Elevator Testing and Inspections

The Vendor shall perform all required State of New Hampshire inspections and safety tests, as determined by the State of New Hampshire, Department of Labor.

2. Monthly Inspections

Twelve per year and/or each month. The Vendor must have at their disposal the proper equipment to service the elevators including proprietary elevators listed in APPENDIX A.

The Vendor will regularly and systematically examine the elevators, including oiling and cleaning machine, motor and controller, and other required items; cleaning of car tops and pits, hoist ways, door tracks, and other hoist way equipment; greasing or lubricating guide rails; minor adjustments and parts replacement disclosed as reasonably necessary at the time

of regular examinations due to normal wear and tear to insure the safety and reliability of the elevators. All other work will be requested and authorized by the maintenance personnel representing the utilizing agency.

3. Fire Recall Test

As applicable: As part of the annual inspection, the Vendor shall coordinate with the State Agency and the Fire Alarm Company for a fire recall test on the elevator.

4. Hours of Work

Standard hours of work for this contract will be MON-FRI, 8AM – 5PM. Holidays are excluded.

SPECIFIC DELIVERABLES

1. Parts Maintained and Replaced

Vendor shall regularly and systematically examine, adjust, clean, lubricate, furnish lubricants, and when conditions warrant, repair or replace the machine motor, generator and controller parts, including worms, gears, thrusts, bearings, brake magnet coils, shoes, brushes, windings, commentators, rotating elements, coils, contacts, resistors, magnet frames, plungers, above ground cylinders, pump, tanks, piping, operating valves, and other mechanical parts.

2. Guide Rails and Shoe Gibs

Vendor shall keep the guide rails, except roller guides, properly lubricated at all times and when necessary, renew guide shoe gibs in order to insure smooth and quiet operation.

3. Safety Devices

Vendor shall periodically examine all safety devices and governors.

4. Wire Ropes and Conductor Cables

Vendor shall renew all wire ropes as often as necessary to maintain an adequate factor of safety, equalize the tension on all hoisting ropes, and repair and replace conductor cables as often as necessary.

5. Electrical Wiring

Vendor shall maintain, repair, or replace all electrical wiring associated with the elevator starting at the elevator controller or line starter terminals.

6. Accessory Equipment. Company shall examine, lubricate, adjust, repair and replace as often as necessary equipment, except as stated herein.

REPAIRS

Request to repair and/or replace parts shall be approved by the Facility Foreman, or their designated representative(s). Parts needed for repairs shall be invoiced at net price plus a markup not to exceed 15% above Vendor's cost (hydraulic fluid to be billed under this format). All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and fluids shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the Facilities Foreman, or their designated representative(s). Rebuilding equipment (i.e. electric motors) shall be accomplished when authorized by the agency. Total cost charged for rebuilding by a sub-contractor plus a mark-up not to exceed 15% shall be allowed once authorized. The Vendor shall provide copy of subcontractor's actual invoice upon request. Replaced or discarded components will become the property of the Vendor.

Labor for Repairs shall be listed per APPENDIX B, however, will **NOT** be part of the Bid evaluation. The Town reserves the right to negotiate this fee if found to be unfair by market, and/or local public contract rate standards, and the Vendor should be acceptable as such. If this cannot be accomplished and if applicable, the Town may proceed to the next lowest responsible bidder in the same manner including full award thereof the Annual Maintenance and Inspections.

SITE VISITATION

Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the sites of the intended service, to determine everything necessary to accomplish the services. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete service. There is no mandatory pre-bid meeting, however, and given the above, the Vendor must declare on the bid form whether they performed site visits. APPENDIX A includes information regarding elevators only as a reference.

Scheduling of site visits will be done by contacting:

Kim Babaian – Municipal Services Department Administrative Assistant

603-890-2150

kbabaian@salemnh.gov

BID AWARD

The Bid will be awarded to the most responsive & responsible Vendor based on the best cost, qualifications, and experience of the bidder which will be required to be clearly identified on the Bid Form for Annual (per month) maintenance and inspections, and testing. Best Cost will be

established by the lowest overall cumulative monthly fee (all three years) per facility identified. For bidding purposes, Year 1 and/or 2022 will begin April 1, 2022 (Total of 9 months).

BID DELIVERABLES

1. BID Sheet completed in full and correct. Each ITEM per Facility should be bid per one (1) year annual service: Yearly State Inspection, Monthly inspections/maintenance, Fire Alarm test as applicable. The Year 2002 will be APRIL – DECEMBER or 9 months. The TOTAL BID will be those ITEMS (1-3) added together. The FINAL Bid will be all three items/all three years added together.
2. APPENDIX B - AS NEEDED Services/Labor Sheet. Completed in full as directed. This is **NOT** used for determining BID Award.
3. APPENDIX C (all forms) completed and signed accordingly.
4. All proposals/bids must be received by March 21, 2022, at 9:15 AM EST.

BID SHEET

VENDOR: _____ SIGNATURE: _____ DATE: _____ SITE VISIT: YES _____ NO _____

BUILDING	ELEVATOR MAKE	ITEM	DESCRIPTION	COST		
				2022	2023	2024
Town Hall	1980 Dover	1	State Inspection	\$	\$	\$
		2	Annual Maintenance	\$	\$	\$
		3	Fire Alarm Test	\$	N/A	\$
TOTAL				\$	\$	\$

A

**GRAND TOTAL (2022-2024)
ITEMS 1-3**

\$ _____

BUILDING	ELEVATOR MAKE	ITEM	DESCRIPTION	COST		
				2022	2023	2024
District Court	1982 Dover	1	State Inspection	\$	\$	\$
		2	Annual Maintenance	\$	\$	\$
		3	Fire Alarm Test	\$	N/A	\$
TOTAL				\$	\$	\$

B

**GRAND TOTAL (2022-2024)
ITEMS 1-3**

\$ _____

BUILDING	ELEVATOR MAKE	ITEM	DESCRIPTION	COST		
				2022	2023	2024
Senior Center	2002 ThyssenKrupp	1	State Inspection	\$	\$	\$
		2	Annual Maintenance	\$	\$	\$
		3	Fire Alarm Test	\$	\$	\$
TOTAL				\$	\$	\$

C

**GRAND TOTAL (2022-2024)
ITEMS 1-3**

\$ _____

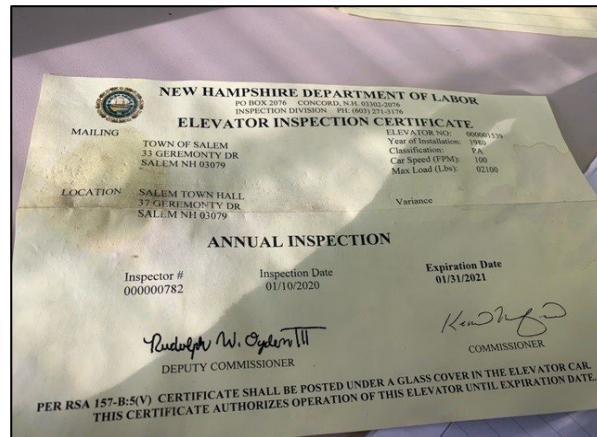
**FINAL OVERALL BID
Items A+B+C**

\$ _____

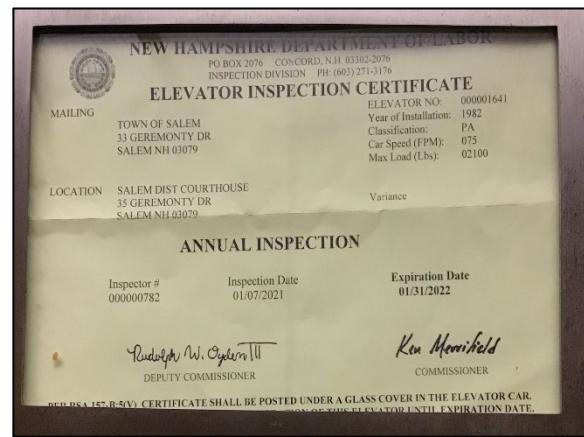
FINAL OVERALL BID WRITTEN IN WORDS:

APPENDIX A: ELEVATOR INFORMATION

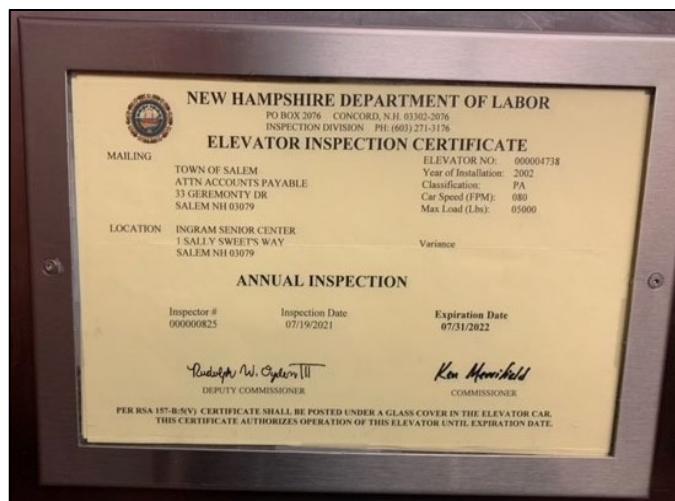
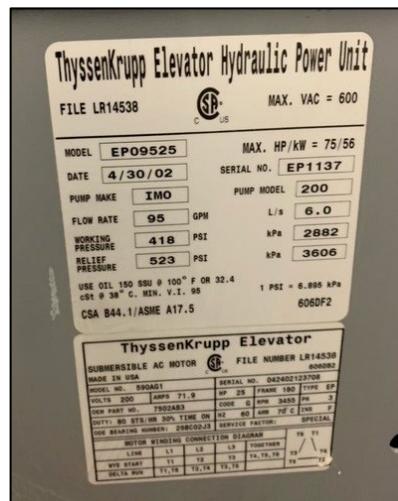
Town Hall: 33 Geremonty Drive
1980 Dover



Courthouse: 35 Geremonty Drive
1982 Dover



Senior Center: 1 Sally Sweets Way
2002 ThyssenKrupp



APPENDIX B: AS NEEDED PRICING

VENDOR: _____ SIGNATURE: _____ DATE: _____

AS NEEDED SERVICES and ON CALL REPAIRS	
\$ per HOUR	

Regular Time 8 am to 5 pm Monday-Friday	
Mechanic	\$
Helper	\$

Overtime/Weekend/Holiday	
Mechanic	\$
Helper	\$

Travel Time (during all hours) if applicable	
Mechanic	\$
Helper	\$

APPENDIX C: 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, 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.

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**► Go to www.irs.gov/FormW9 for instructions and the latest information.Give Form to the
requester. Do not
send to the IRS.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.					
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <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) ► 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. <input type="checkbox"/> 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) _____					
<small>(Applies to accounts maintained outside the U.S.)</small>					
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.