



**Request for Bids**  
**Household Hazardous Waste Collection**  
**RFB (2023-005)**  
**Town of Salem NH**

**SALEM PURCHASING**

Gia Faccadio, Purchasing Agent

Nicole McGee, Finance Director

**Christopher Dillon, Town Manager**

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**WITHDRAWING BIDS/PROPOSALS:** Proposals may be withdrawn prior to the opening date and time upon written request of the Proposer.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. RFB 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](mailto: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 a responsive & responsible bidder based on best cost, 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.

**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 contractor shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the work being performed, i.e., hazardous waste, environmental, transport, and explosive devices. The insurance shall include the specific coverage and be written for not less than the limits of liability and coverage identified or required by law, or listed here below and general, whichever is greater. All policies shall contain a provision that the coverage will not be cancelled, changed or renewal refused until a thirty (30) day written notice is given to the Owner. All insurances shall remain in effect until final payment. Certifications from the insurance carrier shall be submitted and shall state the type of coverage, limits of liability, and expiration date.

The limits of liability for the liability insurance required shall provide coverage for not less than the following amounts or greater where required by law: 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 general but minimum amounts required by Town:

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

The contractor shall cover the Town as additional insured parties and shall comply, in form and substance, with all applicable provisions of the NH Liability Insurance Act, RSA Ch. 412, and the rules thereunder.

### **BONDING (As Required or Requested):**

Each sealed Bid shall be accompanied by a certified check or Bid Bond in the amount of (5%) of the total bid and made payable to the Town of Salem, New Hampshire. Said bond or certified check will be forfeited in the event that the form of contract is not executed. Bonds must be written by a company duly licensed to conduct business in the State of New Hampshire.

### **RECORDS:**

The contractor shall maintain records pertaining to this project on a generally recognized accounting basis. The records shall reflect actual time devoted, and costs incurred for the services performed. The records shall show the status of the wastes from the time of collection until final disposal. The contractor shall permit the Owner's authorized representatives, appropriate Federal and/or State Department and agencies to inspect and audit all data and records of the contractor associated with this contract or related to the contractor's performance under this contract.

**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.

### **BASIS OF PAYMENT:**

Collection Set up fee, shall consist of all costs necessary to organize, set up and conduct the project in accordance with these project documents, and shall be paid as a lump sum. This item shall include but not be limited to all general condition requirements and all other project requirements which are not covered by the remaining bid items. Reimbursement shall be at the actual contract price bid and shall consist of all costs necessary to properly collect, sort, package, transport and dispose of the identified household hazardous wastes and containers that are emptied.

**TAX:**

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

**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.

**COMPLIANCE:**

In connection with the performance of the work, the contractor shall comply with all statutes, laws, regulations and orders of Federal, State, County or Municipal authorities which shall impose any obligations or duty upon the contractor.

**PERMITS:**

It shall be the responsibility of the contractor to obtain all federal, state, and local permits which may be required and necessary to perform the work. The Town will assist the contractor when possible in obtaining said permits but will not be responsible at any time for negligence by Contractor as it relates to permitting requirements. The cost of any permits or fees associated with same shall be borne by the contractor.

**HAZARDS:**

The Contractor warrants that it understands the currently known or suspected hazards which are presented to persons, property and the environment by transport, treatment and disposal of wastes. The Contractor further warrants that it shall perform all services under this contract in a safe, efficient expeditious and lawful manner using industry-accepted practices in full compliance with all applicable New Hampshire and Federal laws and regulations.

**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  
HOUSEHOLD HAZARDOUS WASTE COLLECTION**

You are cordially invited to submit a proposal for Household Hazardous Waste Collection in accordance with the attached specifications, terms, and conditions. Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

**Two (2) copies of the Bid must be submitted in a sealed envelope, plainly marked:**

**RFB 2023-005  
HOUSEHOLD HAZARDOUS WASTE COLLECTION  
Town of Salem  
Purchasing Office  
33 Geremonty Drive  
Salem NH 03079**

All proposals/bids must be received by **February 9, 2023, at 10:00 AM EST**

Qualified Firms requiring additional information or clarification relative to the contents of the bid may direct inquiries to Gia Faccadio, Purchasing Agent, [gfaccaadio@salemnh.gov](mailto:gfaccaadio@salemnh.gov), (603) 890-2090, Monday-Wednesday 8:30AM-1:00PM.

The Town reserves the right to reject any or all bids or any part thereof, to waive any informality in the bidding, and to accept the bid 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 disqualify a bid.

**SCOPE OF SERVICES**

**GENERAL**

The Contractor shall successfully perform a household hazardous waste collection operation at the Salem N.H. Public Works Garage at 21 Cross Street open to residents (non-commercial) of the Town of Salem, New Hampshire on a Saturday to be determined in September and/or October of 2023 between the hours of 8:00 AM to 1:00 PM.

The work of this contract consists of receiving, analyzing, sorting, consolidating, packaging, transporting and disposing of household hazardous wastes for the Town of Salem N.H., population approximately 30,000. A summary of participation and quantity collected for the last five years are presented below. These numbers are estimates, collected unofficially, and no indication or guarantee of future participation or quantities to be collected. Contractor shall fill out accordingly on **BID FORM** and listing their Name (**CONTRACTOR**) and **SIGNATURE**.

<b>Year</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Vehicles	223	352	320	267	300
Estimated Pounds	15300	25674	27893	23560	26471

## DESCRIPTION

The Contractor shall be responsible for:

- Receiving household hazardous wastes, as defined by New Hampshire Hazardous Waste Rules.
- Segregating, analyzing, consolidating, containerizing and labeling all household hazardous wastes.
- Loading, documenting and transporting all collected household hazardous wastes in properly placarded vehicles.
- Disposing of all household hazardous wastes at permitted hazardous waste treatment of disposal facilities. Certificates of destruction must be supplied to the Owner.

## BID ITEMS:

#	ITEM	COLLECTION METHOD
1	Collection Event Set Up Fee	Lump Sum
2	Consolidated Organic Liquids	55 gallon drum
3	Consolidated Liquid Solvents	55 gallon drum
4	Oil Based Paint (w/cans)	55 gallon drum
5	Consolidated Anti-freeze	55 gallon drum
6	Misc. Lab packed Chemicals	55 gallon drum
7	Misc. Consolidated Chemicals	5 gallon pail
8	Aerosol Cans	55 gallon drum
9	Pesticides/Herbicides	55 gallon drum
10	Granular Pesticides/Herbicides/Fertilizer	Pallet (lbs) of Preferred
11	Misc. Hazardous Wastes	16 gallon drum
12	Household Batteries	Collected (lbs)
13	Automotive Batteries	Pallet (lbs)
14	Misc. Consolidated Acids and Alkaline Bases	16 gallon drum
15	Mercury Products	Collected (lbs)
16	Old Gasoline	55 gallon drum
17	Old/Used Motor Oil	55 gallon drum
18	Fluorescent Light Bulbs	Boxed
19	Associated Subsequent Hazardous Identification	LUMP SUM (If Applicable/TBD)
<b>ITEM 19:</b> Any subsequent identified Hazardous Waste associated with or from Polychlorinated Biphenyl (PCB) Contaminated Waste shall consist of all costs associated with disposing of PCB contaminated waste if containers are found to be contaminated after analysis. This item shall only be used if a container is found to have a contamination level greater than 40 PPM. It is the Owner's intent not to accept any PCB contaminated wastes. This item pertains only to contamination discovered after the containers have left the collection site. Disposal of Polychlorinated Biphenyl Contaminated Waste shall be paid for at the contract price bid per container of the size specified.		

**SAFETY**

The Contractor shall adhere to all appropriate safety procedures, including but not limited to those outlined in the Technical Specifications and shall properly handle, package, containerize, label, load and transport all hazardous wastes accepted during the operation in a manner approved by the State of New Hampshire Department of Environmental Services.

**MANAGEMENT**

The Contractor shall have the following present at the site: a Project Manager/Safety Officer responsible for directing the Contractor's operation. This person shall report to the Town of Salem's Project Manager and shall coordinate the project's activities with said Project Manager. The Contractor shall also have present, an employee of or agent of the Contractor trained in chemical identification of all hazardous and acutely hazardous wastes as defined in the N.H. Hazardous Waste Rules. The Contractor shall also have present at least eight additional employees or agents to handle, containerize, label, load and transport wastes for treatment or disposal at a permitted hazardous waste facility. Each of the above specified persons shall be sufficiently experienced to properly carry out the operation.

**CO-OPERATION**

The Contractor shall accept wastes only from individuals designated by the Town of Salem's Project Manager at the site, and only in such amounts as are approved by the Project Manager, and shall cooperate to the fullest measure possible with the Town of Salem's personnel in the operation.

**ACCOUNTABILITY**

One half hour after the collection has begun and every half hour thereafter, the Contractor's Project Manager will give the Town an update of the quantity of waste which has been received to that point in each classification together with the agreed unit price and total cost for each classification. The Town shall be responsible for terminating the collection program at any time.

**SET UP**

The Contractor shall supply and have available at the appropriate site on the cleanup day, all equipment and personnel necessary to perform the tasks included in their "Work Plan." Said "Work Plan" shall be prepared in accordance with that specified in the Technical Specifications. Contractor shall provide all necessary vessels i.e.: roll-off dumpsters/containers for the purposes of removing cardboard, crates, and any other trash generated from residents transporting their materials.

**EMERGENCIES**

The Contractor shall be responsible for fulfilling requirements of their "Site Safety, Spill Response, and Emergency Evacuation Plan." Said plan shall be prepared in accordance with that specified in the Technical Specifications.

**REGISTRATION**

No Pre-registration is required.

## **QUANTITIES**

None Specified to Residents - Estimated

## **TARGET**

It is the Town's desire and intent to provide waste collection to as many Salem residents as are in need of this service.

## **PERSONNEL**

The contractor shall, at its own expense, provide all personnel necessary to perform the work. The contractor shall warrant that all personnel engaged in the work shall be qualified to perform the work, and shall be properly licensed and authorized to perform all such work under all applicable laws.

## **EQUIPMENT**

The contractor shall supply and have available at the appropriate site on the appropriate day, all equipment and supplies necessary to perform the work in accordance with the contract documents. The Contractor is responsible for all necessary means to store and transport all materials from site in allotted time frame in these specifications. Also, the contractor is responsible for loading of such materials. Containers supplied shall be: two (2) roll-off dumpsters; one (1) with a liner for paint cans that have been emptied and one (1) without liner to collect empty cardboard containers that have transported containers of HHW and are soaked with waste, supplies, tools, equipment, labor and other services necessary to the completion of the project as intended and specified herein.

## **QUANTITIES**

The number of vehicles, gallons, drums and pounds as stated above are based on actual last years collection data (overall pounds estimate), and collection was one day from 8:00am to 1:00pm. They are not guaranteed to be exact for this year. Quantities of work that are to be performed under this contract and any departure there from will not be accepted as valid grounds for any claim for damages or for loss of profits. The Town of Salem specifically reserves the right to delete any portion of the work if desirable to keep expenditures within available funds. The total proposal representing the sum of the estimated quantities times the unit prices bid, will be used as the basis for comparison of bids.

## **PRE-COLLECTION CONFERENCE**

After execution of this agreement, but prior to starting the work, a pre-collection conference shall be held. The attendance of the contractor and his contract manager shall be mandatory. The Town shall notify all other appropriate personnel of the time and site of the Conference. The Conference may be held at the Town of Salem, Public Works Department, and/or the platform for the meeting will be discussed at time of communication of Award. Procedures to be followed for the duration of the collection shall be established and discussed at this time. In addition, the contractor shall provide the Town with the proposed Work Plan, Safety Plan, and Hazardous Response Plan.

## **PANDEMIC RELATED MEASURES**

The Contractor will be required to take any/all precautions related the Covid-19 Pandemic as required per CDC guidelines and/or Town recommendations if applicable.

## **COLLECTION SEQUENCE**

As a homeowner arrives at the designated facility, posted signs shall direct him to the reception area. At that point, Town representatives shall meet the incoming vehicle and elicit general information from the participant (e.g., Town of residence, types and amounts of wastes brought to the facility.)

The participant then drives to the collection area where the waste material shall be removed from the vehicle and taken to the handling tables by Contractor representatives. At this point, the Contractor takes custody of the waste. Once removed, the participant will be directed toward the exit.

Any excessive waste and/or questionable collection shall be examined closely by Town Staff. If necessary and applicable, the waste will be removed from the participant's vehicle by the Contractor's representative and shall be handed accordingly along with its accompanying information sheet.

The Contractor shall segregate known wastes from unknown wastes. Separate tables shall be used. Known waste shall be transferred from its table to one of three repackaging tables: solvents, corrosives, and pesticides and/or poisons. The Contractor's personnel shall man those tables, repack the waste as necessary, record information about those wastes for manifest purposes and containerize the wastes in 55-gallon drums. The wastes shall be packaged on-site so that they may be properly disposed of, e.g., as lab packs, etc. All paints accepted shall be bulked on site.

Unknown wastes shall be transferred from the collection table to the analysis area by the Contractor. As the responsible party, the Contractor shall conduct simple chemical analysis on these wastes to determine appropriate classification. Following classification, those wastes shall then be packaged at this location for transportation to an authorized hazardous waste facility.

Once the drum has been filled with waste, it shall be properly closed and transferred to the box trailer for storage. Manifests shall be initiated by the Contractor. Upon completion of the collections at the end of each day, the vehicle shall transport the wastes to an authorized treatment or disposal facility. No drums shall leave the site until, they are properly packaged.

## **REPORTING**

Contractor shall provide the Town with a complete Uniform Hazardous Waste Manifest with Chain of Command, Form Approved OMB No. 2050-0039 as applicable. Contractor will also supply Town with Final Itemized Form showing all collections and unit weights thereof.

# BID SHEET

CONTRACTOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

BID ITEM	DESCRIPTION	UNIT	EST. QUANTITY*	UNIT PRICE	TOTAL
1	Collection Event Setup Fee	Lump Sum	1	\$	\$
2	Consolidated Organic Liquid	55 Gallon Drum	12	\$	\$
3	Consolidated Liquid Based Solvents / Varnishes	55 Gallon Drum	9	\$	\$
4	Oil Based Paint (w/cans)	55 Gallon Drum	84	\$	\$
5	Consolidated Anti-freeze	55 Gallon Drum	3	\$	\$
6	Misc. Lab packed Chemicals	55 Gallon Drum	1	\$	\$
7	Misc. Consolidated Chemicals	16 Gallon drum	1	\$	\$
8	Aerosol Cans	55 Gallon Drum	12	\$	\$
9	Pesticides/Herbicides	55 Gallon Drum	12	\$	\$
10	Granular Pesticides Herbicides/Fertilizer	55 Gallon Drum	7	\$	\$
11	Misc Hazardous Wastes	16 Gallon Drum	1	\$	\$
12	Household Batteries	Collected (lbs)	321	\$	\$
13	Automotive Batteries	Collected (lbs)	277	\$	\$
14	Misc. Consolidated Acids and Alkaline Bases	55 Gallon Drum	23	\$	\$
15	Mercury products	Collected (lbs)	8	\$	\$
16	Old Gasoline	55 gallon Drum	9	\$	\$
17	Motor Oil (old or used)	55 Gallon Drum	1	\$	\$
18	Fluorescent Light Bulbs	55 Gallon Drum	50	\$	\$
<b>TOTAL BID</b>				<b>\$</b>	
<b>Written BID:</b> _____					
19	Subsequent Hazardous Waste	Lump Sum	\$		
* 2022 ACTUAL QUANTITIES – NO GUARANTEES +/- FOR 2023, FINAL PAYMENT BY ACTUAL VERIFIED COLLECTED					

## APPENDIX A: 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:

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Given the following:

\_\_\_\_\_ Item not supplied by our company

\_\_\_\_\_ Bid Specification (Provide reason)

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\_\_\_\_\_ Profit Margin too low

\_\_\_\_\_ Past experience with the Town of Salem (Provide reason)

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\_\_\_\_\_ Insufficient time allowed to prepare and respond to bid request

\_\_\_\_\_ Bid requirements (Provide reason)

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\_\_\_\_\_ Priority of other business opportunities limits time.

\_\_\_\_\_ Other reason(s): \_\_\_\_\_

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Signature: \_\_\_\_\_

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

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://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.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> 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 <b>not</b> 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) ►	<b>4</b> 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>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code	
<b>7</b> 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.

<b>Social security number</b>									
				-				-	
<b>or</b>									
<b>Employer identification number</b>									
				-					

## 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.

<b>Sign Here</b>	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](http://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.*