



**Town of Salem NH
Municipal Services Department
Bituminous Pavement Crack Sealing**

Sealed Bid 2023-006

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

REQUEST FOR PROPOSAL (RFP)
BITUMINOUS PAVMENT CRACK SEALING

The Town of Salem intends to contract a qualified company for Bituminous Pavement crack sealing of various roads in town. Proposals must be received no later than **Thursday February 23, 2023 before 11:00 a.m.** ET, to be eligible for consideration by the Town. Proposals must be submitted in a sealed envelope that is clearly marked: **Proposals for Bituminous Pavement Crack Sealing**, Attention: Gia Faccadio, Purchasing Agent, and delivered to Salem, NH Town Hall, 33 Geremonty Drive, Salem, NH 03079 where all correspondence relating to this RFP, shall be date and time stamped.

Each bid shall be accompanied by a bid security in the form of a certified treasurer's or cashier's check or bid bond in the sum of five (5) percent of the Bid Price.

The subject contract duration will run from the date of execution through **Friday, June 30, 2023**. Work shall consist of cleaning and filling or sealing cracks in the pavement on various roads in Salem as per contract specifications.

Construction supervision shall be under the general guidance of the Town of Salem Municipal Services Department. The Deputy Director of Municipal Services shall approve any and all changes, modifications or alterations to the specifications. All materials and Work shall conform to the specifications herein. All materials, equipment and labor shall be furnished by the Contractor to complete the job as specified. All work performed under this contract shall be guaranteed for a period of one year. The Contractor shall be responsible for promptly repairing/replacing any work which is deemed unacceptable by the Town.

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. 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 of the request can be made.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Agent 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 via the Towns website. Prospective bidders shall acknowledge all addenda on the Bid Form at the time of submission.

Completed Bid proposals shall contain the following:

- Completed and executed Bid Form
- Narrative of work experience and qualifications
- Executed Statement of Non-Collusion
- Executed Indemnification Agreement
- Completed Notice to Qualified Firms
- Completed Specifications Exception Form
- Bid security in the form of a certified treasurer's or cashier's check or bid bond in the sum of five (5) percent of the Bid Price
- Proposed product submittal
- Completed IRS W9 Form

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

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

WITHDRAWING BIDS/PROPOSALS: Proposals may be withdrawn upon written request of the Bidder up to three (3) calendar days prior to the bid opening. Negligence on the part of the Bidder 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. A proposal may be rejected, if the Bidder:

- Fails to adhere to one or more of the provisions established in the Bid and General Terms and Conditions.

- Fails to submit its proposal at the time or in the format specified herein or to supply the minimum information requested herein.
- Fails to meet the minimum evaluation criteria specified in the Bid and General Terms and Conditions.
- 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 received by the Town prior to the time fixed in the Request For Proposal. 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. Results will not be given over the phone. Requests for bid results shall be submitted in writing to the Purchasing Agent. Request for Proposals will remain confidential until the Town has awarded the Contract or rejected all proposals.

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

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

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

- Have adequate resources to complete the project and ability to ensure performance via bonding.
- Have the necessary equipment, 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 and provide all documentation required of this RFP.
- Completed at least five (5) similar projects of scope and magnitude.
- Received positive reviews from references.

The contract will be awarded to a responsive & responsible Bidder based on the qualifications and experience of the bidder, the quality of the equipment/product /materials/services to be provided and the support that the bidder offers during the duration of the supply terms. No award will be made to any Bidder who cannot satisfy the Owner that he has sufficient ability

and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the Work successfully. The Owner's decision or judgment on these matters shall be final, conclusive, and binding. The Owner may make such investigations as it deems necessary, and the Bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.

EXECUTION OF AGREEMENT: The successful Bidder 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 Bidder.

FAILURE TO EXECUTE AGREEMENT: Failure of the successful Bidder to execute the agreement at the date and time agreed upon by the Town shall be just cause for cancellation of the award and forfeiture of all deposits.

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

FAILURE TO SUPPLY GOODS OR SERVICES: If during the contract period the successful Bidder fails to supply the Town of Salem, New Hampshire with the equipment/service(s). The Town of Salem, will purchase this product/service(s) on the open market and the vendor will compensate the Town of Salem, New Hampshire with the difference between the bid price and the price incurred on the open market.

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

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

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

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

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

OR-EQUAL: The specifications in this request for bid represent a minimum standard. Proposals will be considered for any product that meets or exceeds those specifications. Determination that products meet or exceed contract specifications shall be made by the Salem Municipal Services Department, and their decision shall be final. **All bidders shall provide**

proposed product specifications with their bid to enable a comparison to be made with the specifications.

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

Warranty Bond: The Contractor shall provide a Warranty Bond in the amount of fifteen thousand dollars (\$15,000) just prior to receiving project acceptance and issuance of final payment. The Warranty Bond shall remain in effect for one year from the date of project acceptance and issuance of final payment.

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.

GENERAL CONTRACT REQUIREMENTS:

Contractor Damage Liability: The Contractor shall be wholly liable for any damages caused by his work effort. Any and all repairs shall be complete prior to project acceptance. All cleanup and repair work will be the responsibility of the Contractor, including removal of all excavated or damaged materials.

Traffic Maintenance: Prior to the start of Work, the Contractor shall provide a Traffic Maintenance intent to be reviewed by the Salem Municipal Services Department. The Contractor shall supply all Traffic Maintenance in accordance with NHDOT Standard Specification Item 619, most recently adopted. Safety measures including signage, barricades, cones, barrels and warning lights shall be incidental to the Work completed. Traffic control and safety measures shall be implemented prior to any construction and maintained in proper working order throughout the project. All street sweeping, cleaning, necessary erosion controls and other such needed measures shall be considered part of, and incidental to, items identified on the Bid Form.

Police Details: Police details shall be scheduled and paid by the Contractor. The Contractor shall coordinate and confirm work schedule with the Municipal Services Department. Prior to start of Work the Contractor shall define, as part of the Traffic Maintenance intent, use of police details. Number of details requested, placement of details, and any special instructions as may be necessary shall all be defined in the Traffic Maintenance intent and shall be reviewed by the Municipal Services Department.

When/if work is cancelled, the Contractor shall be responsible for cancelling police details in accordance with the Salem Police Department protocol. Cancellation of police details not in accordance with Salem Police Department protocol will result in the Contractor being charged for that time without reimbursement by the Town.

Dig Safe: The Contractor is required to notify "Dig Safe" in accordance with local, State and Federal guidelines. All underground utilities shall be clearly marked and protected prior to any excavation.

SCOPE OF WORK

This work includes cleaning and filling random transverse, longitudinal, and less severe alligator and fatigue cracks in various asphalt roadways, and bridge decks in Salem. All work shall conform to contract specifications.

A road list in order of precedence is included in Appendix A. It is not expected that all roads will be completed and the list will be subject to change based on Town Priorities. Total work completed shall be a function of annual allocated budget.

Crack Sealing Examples



Fatigue



Significant Alligator

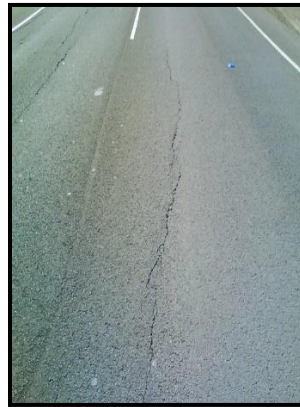
Examples of cracking which are not candidates for crack seal application. Crack sealing at these locations shall not be paid unless sealing was specifically requested.



Transverse &
Reflective Cracking



Block Cracking



Longitudinal Cracking

Examples of cracking which are candidates for crack sealing application and payment



Underfilling



Recessed filling



Poor Overbanding

Examples of poor crack sealing. Poor crack sealing activities shall not be paid. Methods to be immediately adjusted before continuation of work

BID FORM

Item	Description	Qty	Unit	Unit Price (Words)	Unit Price (Number)	Total (Number)
1	Crack Sealing	7,500	Gal			
2	Police Detail	\$25,000	Allowance	One Dollar and Zero Cents	\$1.00	\$25,000.00

NOTES:

1. All Bid Items are of an indeterminate quantity on roads identified in the attached Road List (Appendix A).
2. The attached Road List is arranged in order of priority. It is not expected that the entire list will be completed.
3. The project does not offer an asphalt cement adjustment.

Name of Entity submitting qualifications, whether individual partnership, corporation, joint venture or other business or legal entity.

Type of Entity

By _____
Authorized Signature of Entity submitting qualifications

Address

Submitter's duly authorized position, office or title

Date

Phone

SPECIFICATIONS

ITEM 1 – CRACK SEALING

Description:

The work shall include furnishing all materials, labor, transportation, and equipment necessary to clean and seal random cracks in bituminous concrete pavements in accordance with contact specifications. As well as all materials, labor, transportation and equipment required to maintain traffic in accordance with New Hampshire Department of Transportation Standard Specification Item 619, most recently adopted.

Materials:

Crack sealant shall be a modified asphalt-fiber compound designed specifically for improving the strength and performance of the parent asphalt sealant.

Asphalt Binder

The asphalt binder shall consist of a blend of neat asphalt binder, chemically modified crumb rubber (CMCR), and a polymer package, all of which meet the following specifications:

- The binder will meet PG 64-28E requirements after modification including:
 - PG grade requirements of AASHTO M320
 - Requirements of AASHTO TP70/MP19
- Modification, at a minimum, shall consist of 7% crumb rubber, and the maximum particle size for the recycled tire rubber shall be 80 mesh (#80 sieve)

The asphalt supplier shall provide testing for both the neat and modified asphalt binders

See below for typical modified test results for 64-28E with crumb rubber:

<u>DSR ORIGINAL:</u>	kPa >1.00 @ 64° C. Fail temp = 76+° C
<u>DSR RTFO:</u>	kPa >2.20 @ 64° C. Fail temp = 76+° C
<u>MSCR:</u>	JNR (MSCR unit of measure): 3.2 E <0.5% @ 64° C R3200 (Average % Recovery): >70%
<u>DSR PAV:</u>	kPa <6000 @ 64° C
<u>BBR:</u>	Stiffness <300 @ -18° C. M-Value >0.300 @ -18° C

Fiber reinforcing materials shall be short-length polyester fibers having the following properties:

Length*	0.25 in. ± 0.02 in.
Elongation at Break (ASTM D2256-90)	35% ± 3%
Melting Point (ASTM D3418-82)	>475 degrees F (246 degrees C)
Crimps/Inch (ASTM D3937-90)	None
Cross Section	Round

Denier (ASTM D1577-90)	4.5 Nominal dpf
Tensile Strength (ASTM D2256-90)	>70,000 psi
Diameter	0.0008 in. **
Specific Gravity (ASTM D792-91)	1.32 to 1.40

* At temperatures ranging from ambient to maximum finished product mix temperature

** Subject to Normal Variations

The modified asphalt-fiber compound shall be mixed at a rate of 6-8% fiber weight to weight of asphalt cement. This compound having the same chemical base provides compatibility and exhibits excellent bond strengths. The fiber functions to re-distribute high stress and strain concentrations that are imposed on the sealant by thermal sources, traffic loading, etc.

Equipment:

Equipment used in the performance of the work required by this section of the specification shall be subject to approval by the Owner, and maintained in a satisfactory working condition at all times.

Air Compressor: Air compressors shall be capable of furnishing not less than 100 cubic feet of air per minute at not less than 90 lbs. per square inch pressure at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.

Manually operated, gas powered air-broom or self-propelled sweeper: It shall be designed especially for use in cleaning highway and airfield pavements shall be used to remove debris, dirt and dust from the cracks.

Melter: The unit used to melt or maintain the crack sealant compound at the recommended application temperature shall be the indirect fired type. It shall be equipped with a remote heat exchanger and hot oil circulation pump capable of maintaining a consistent temperature of the heat transfer oil. The heat transfer oil shall be circulated to all sides and the bottom of the vat containing the crack sealant compound making a continuous loop back to the heat exchanger and having a flash point of not less than 600 degrees F. The melter shall be equipped with a satisfactory means of agitating the crack sealant at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or by a circulating gear pump attached to the melter. The melter must be equipped with a thermostatic control calibrated between 200 degrees F and 550 degrees F, and must be capable of pumping an 8% fiber content blend.

Construction:

Preparation of Cracks

All cracks shall be blown clean and sterilized by use of a propane air torch generating 2,000 degrees F and 3,000 feet/second velocity to eliminate all vegetation, dirt, moisture and seeds. All debris removed from the cracks shall be removed from the pavement surface immediately by means of a power sweeper, hand or air broom.

Preparation and Placement of Sealant

No crack sealant material shall be applied in wet cracks or where frost, snow or ice is present, nor when the ambient temperature is below 25 degrees F.

The asphalt-fiber compound shall be thoroughly mixed for a minimum of one hour before application can begin. To ensure a uniform fiber distribution in the sealant, and also to limit fluctuations in the application temperature of the blended material, the contractor must have a full melter kettle of sealant mixed, heated to the proper application temperature, and ready for testing at the start of each work day. Once that batch of sealant is emptied from the melter kettle, crack sealing operations will cease for the remainder of the day. No new materials will be allowed to be added to the melter kettle during the work day under any circumstances. Minimum application temperature shall be 320 degrees F.

Sealant shall be delivered to the pavement cracks through a high pressure hose line and applicator shoe. Diameter of the applicator shoe is not to exceed 3.5 inches. Once the pavement cracks are sealed, the width of the sealant on the pavement (overbanding) shall be no greater than 3 inches. When traffic requires immediate use of the roadway, liquid de-tack material shall be applied. Boiler slag aggregate may be also be applied except within 100' of intersections. Use of liquid de-tack and/or boiler slag usage shall be incidental.

All workmanship shall be of the highest quality, and any excess of spilled sealant shall be removed from the pavement by approved methods and discarded. Any workmanship determined to be below the high standards of the particular craft involved will not be accepted, and will be corrected and/or replaced as required by the Owner.

Performance:

Properly formulated and mixed asphalt fiber compound overbanding shall not be greater than three inches (3") in width. Payment shall be reduced in all instances where substandard product is used and overbanding exceeds 3". Further, the Contractor may be tasked with removal of substandard product without compensation.

The Engineer will require the contractor to successfully perform a 200 foot test strip in the field prior to commencing work under the contract.

Manufacturer's certificate of material compliance will be furnished to the Engineer certifying conformance to the above material specifications, including the following:

- Performance Grade of Modified Asphalt: **PG 64-28E** (able to withstand "extremely heavy" traffic loads)
- 7% chemically-modified crumb rubber (CMCR) composed of 100% 80-mesh recycled tire rubber
- 3-4% specially formulated polymer package
- AASHTO M-320, Table 1
 - "E" Jnr 3.2 kPa @ 64°C: **<0.5%**
 - R3200 (Average % Recovery) @ 3.200 kPa: **>70%**
- 6-8% polyester reinforcing fibers

Time is of the essence in the completion of this work in order to minimize disruption to the traveling public, and to reduce the Owner's cost for police details and inspections of the work in progress. Accordingly, bidders shall submit with their bid the volumetric capacity (in gallons) of the melter kettle proposed to perform the work, together with a statement regarding their average anticipated daily production rate or range of gallons per day of material expected to be applied. The Owner reserves the right to consider its costs for traffic control and inspections in addition to contractor's bid prices to determine the proposal with lowest overall costs.

Measurement and Payment:

Crack Sealing will be paid by the gallon (Gal) of crack sealing placed in accordance with contract specifications and accepted by the Town of Salem Municipal Services Department. Contractor shall provide a slip to the Town Representative at the end of each day indicating the gallons of crack sealant placed that day. Payment will not be made until slips have been received.

ITEM 2 – POLICE DETAILS

Description:

This work shall consist of scheduling police details with the Town of Salem Police Department. Prior to scheduling police details, the contractor shall receive approval from the Town Municipal Services Department.

Measurement and Payment:

Payment will be for the amount invoiced by the respective police department. Police details will not be paid directly by the Town. The contractor is expected to pay for the details and get reimbursed by the town through the invoicing process. Invoice markups are not permitted. Payment will not be made for police details ordered but not utilized, or ordered and not authorized by the Town Representative.

NON-COLLUSION STATEMENT

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Title _____

Signature_____

Company_____

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.

- Company _____
- Taxpayer Identification Number _____
- Authorized Signature _____
- Contact Phone _____
- Address _____
- Date _____

Notice To Qualified Firms

***Do not alter bid documents in any way.**

***All bid documents must be filled out to be considered.**

If you wish to offer comments, additional information or alternate bids, please do below or on a separate sheet and attach it to the bid sheet.

- _____
- _____
- _____
- _____

The purpose of the attached specifications is to define minimum requirements only. They are not meant to be restrictive. All manufacturers meeting or surpassing these minimum specifications are invited to submit a bid/proposal.

For questions or clarification on specifications please contact

Gia Faccadio, Purchasing Agent at: gfaccadio@salemnh.gov

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

DO NOT FAX BIDS, THEY WILL NOT BE ACCEPTED.

Specifications Exception Form

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the Town of Salem to ferret out information concerning the materials, which you intend to furnish.

If your bid/proposal does not meet all our specifications, you must state it in the space provided below.

Bids/proposals not meeting specifications may be considered by the Town, however, all deviations must be listed above.

If your bid does not meet our specifications, and your exceptions are not listed above or in space provided, the Town of Salem may reject your bid as being unresponsive.

Signed _____
I DO meet specifications

Signed _____
I DO NOT meet specifications as listed in this bid, exceptions are in space provided.

Failure to submit this form with your Bid/Proposal response may result in your Bid/Proposal being rejected as unresponsive.

Appendix A: Road List

Please Refer to Addendum #1 on website

Appendix E: W-9

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	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; 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) ▶ _____ <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	Town of Salem, NH 33 Geremonty Drive Salem, NH 03079
	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 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?* on page 2.

By signing the filled-out form, you:

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

Appendix F: No Bid Questionnaire



Town of Salem, New Hampshire
Purchasing Department
Municipal Offices, 33 Geremonty Drive, Salem, New Hampshire 03079

No Bid Questionnaire

Reference: Sealed Bid-2023-006 Bituminous Pavement Crack Sealing

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

* * * * * No Bid Questionnaire * * * * *

A no bid is submitted in reply to the Town of Salem, NH invitation for bids for (enter requirement description): _____ Dated _____,
for the following reasons:

_____ Item not supplied by our company.

_____ Bid Specification (Give reason(s) e.g., too restricted, not clear etc.)

_____ Profit Margin too low

_____ Past experience with the Town of Salem (give specific's e.g. payment delay, bid process, admin problems, etc.) _____

_____ Insufficient time allowed to prepare and respond to bid request.

_____ Bid requirements too large ____ or too small ____ for our company.

_____ Priority of other business opportunities limits time.

_____ Other reason(s) Please Specify: _____

Company Name _____

Address _____

Phone _____

(Signature)

(Name & Title)