



Town of Derry, New Hampshire

REQUEST FOR PROPOSALS

(B19-128)

April 23, 2019

The Town of Derry, New Hampshire Dept. of Public Works seeks proposals to supply and install for:

Seven (7) Automatic Remote-Controlled Insulated Steel Overhead Garage Doors and Openers At the Town of Derry, NH Wastewater Treatment Plant

Proposals will be received at the Derry Municipal Center, 14 Manning Street, Derry, NH 03038 until 2:00 pm, prevailing time, May 9, 2019.

Specifications will be available at the Department of Public Works, 14 Manning Street, Derry, NH or on line at: <https://www.derrynh.org/bids-rfps>

Questions regarding this request should be directed to Sam Palmer, Utilities Crew Chief, via email at sampalmer@derrynh.org or by facsimile at (603) 432-6757.

The Town of Derry reserves the right to waive any irregularities, reject any or all proposals, and to accept the proposal that appears to be in the best interest of the Town. Failure to submit all information called for may be sufficient for disqualification.

GENERAL INFORMATION:

1. Proposals will be received by the Town of Derry, New Hampshire at the Derry Municipal Center, 14 Manning Street, 2nd floor until the time specified in the proposal document.
2. Strict compliance with the requirements of the Request for Proposal, terms and conditions, and instructions printed is necessary. All blank spaces must be filled in. Any changes and/or corrections shall be marked in red and initialed by the person making such corrections. Signatures of the responsible owner/representative of the firm must be in ink.
3. Each proposal must give the full business address of the Contractor and be signed by him with his usual signature.
4. Proposals must be addressed and marked as follows:

REQUEST FOR PROPOSAL

Derry NH -Automatic Remote-Controlled Insulated Steel Overhead Garage Door

It will be the responsibility of the Contractor to see that their proposal is received by the Public Works Department as specified. Proposals may not be considered which have not been received by the deadline set forth. The Town is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the Town, or any other means of delivery employed by the proposer.

5. Each proposal is received with the understanding that the acceptance in writing or via email by the Town to the Contractor to furnish any or all of the products /services described therein or as otherwise negotiated, shall constitute a contract between the Contractor and the Town, which shall bind the Contractor on his part to furnish and deliver the services offered at the prices agreed upon and in accordance with the terms and conditions of said accepted quote; and the Town on its part to order from such Contractor, except for causes beyond reasonable control; and pay for, at the agreed prices, all products/services specified and delivered.
6. No oral interpretations will be made to any Contractor as to the meaning of the specifications or terms and conditions of this Request for Proposal. Every request for such interpretation or request for change in the specifications or terms and conditions shall be addressed to:

Mail: Thomas Carrier Deputy Director of Public Works
c/o Derry Municipal Center – Dept. of Public Works
14 Manning Street
Derry, NH 03038

Email: tomcarrier@derrynh.org

Fax: (603) 432-6147

7. Proposals that are incomplete, not properly endorsed or signed, or otherwise contrary to these instructions may be rejected as incomplete by the Town. The proposals must be filled out completely and accurately. Please explain in detail any exceptions or deviations taken on this bid. Separate pages may be used if necessary.
8. Prices shall be clearly and fully stated in units of quantities specified. No additional charges shall be passed to the Town, including all applicable taxes, delivery or surcharges that have not already been disclosed on the bid schedule. In case of discrepancy in computing the amount of the bid, unit prices quoted will govern.
9. Quotations shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the Bidder, prices quoted will be considered as being based on delivery to destination designated, including any and all freight and packing charges.
10. As the Town is exempt from the payment of federal excise taxes, all prices quoted herein are not to include these taxes.
11. Prices stated shall remain firm for the duration of the contract.
12. The Town reserves the right to waive any informalities, to reject any and all quotes wholly or in part, and to make awards in a manner deemed in the best interest of the Town.
13. Awards will be made in the best interest of the Town. In determining what would be in the best interest of the Town, the following shall be considered:
 - a. The ability, capacity, and skill of the Contractor to perform the service required;
 - b. Whether the Contractor can provide the service promptly or within the time specified, without delay or interference;
 - c. The character, integrity, reputation, judgment, experience, and efficiency of the Contractor;
 - d. The quality of performance of previous contracts or services;
 - e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or service;
 - f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
 - g. The quality, availability, and adaptability of supplies or contractual services to the particular use required;

14. The Contractor, if awarded an order or contract, agrees to protect, defend and hold the Town harmless against any demand for the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract.
15. The Contractor, if awarded an order or contract, agrees to defend, indemnify, and hold harmless the Town from all damages to life and property arising out of the performance of this Contract due to the Bidder's negligence, that of his employees, subcontractors, etc., or due to the negligence of the Town, its employees, representatives, agents, etc.
16. The Revised Statutes Annotated of the State of New Hampshire, the Charter of the Town, and all Town Ordinances insofar as they apply to the to this RFP are made a part hereof.
17. The Contractor to whom a contract is awarded guarantees to the Town that all warrants of merchantability and fitness for a particular purpose as provided for in New Hampshire RSA 382A-2-314 and 2-314 shall remain in force and will not be disclaimed.
18. The Contractor, if awarded an order or contract, agrees to provide to the Town proof of Federal Identification Number (IRS Code Section 6723). Acceptable forms of documentation are a copy of a federal tax depository ticket, copy of IRS label showing name and Federal ID Number, IRS letter of taxpayer Identification Number assigned, other correspondence from the IRS with both individual/business name and Federal Identification or stationery/bills with Federal ID Number (and firm name and address) PREPRINTED on it. Any impertinent information may be blackened out before sending to the Town. Copies of tax returns must show taxpayer section and signature.
19. Payment Terms: Payment will be made within thirty (30) days after site has been satisfactorily inspected and accepted, by Town of Derry, Department of Public Works Inspector, Engineer or other authorized agent. Invoices shall be sent to:

Town of Derry
Public Works Department
14 Manning Street
Derry, New Hampshire 03038

20. **Prospective bidders are strongly encouraged to visit the facility by contacting the Utilities Crew Chief at 603-432-6149. Visits will be coordinated to occur between 8 am and 3 pm on weekdays.**

SCOPE OF WORK

- The Town of Derry is seeking qualified contractors/vendors to supply and install seven (7) insulated steel overhead garage doors with automatic remote-controlled openers in a newly constructed 60 foot wide by 80 ft. long pre-engineered metal building at the Town's Wastewater Treatment Plant located at 50 Transfer Lane in Derry, NH. Specifically:
- Supply and install:
 - o 3 doors to fit an opening width of 14 ft. and a height of 16 ft.
 - o 4 doors to fit an opening width of 14 ft. and a height of 14 ft.

Minimum Specifications:

- 0.015-inch-thick roll-formed hot-dipped galvanized, ribbed face steel sections with metal/foam/metal sandwich, foamed in place homogeneous CFC/HCFC free polyurethane insulation.
- Insulation value $R = 17.5$, $U = 0.057$ Section thickness 2 inch.
- Headroom = 24 inches
- Track type: 3 inch steel
- ½ HP (14x14 doors) / ¾ HP (14x16 doors); 115/1p; NEMA 4 rated photo eye: 3 channel remote transmitter to control each front 3 16x14 doors separately; and 4 channel remote transmitter to control each side 4 14x14 side doors separately. 6 additional remote controllers for front 14x16 doors and 6 additional remote controllers for side 14x14 doors.
- Jamb seal and top seal to be dual flap perimeter weather stripping
- Color: White
- Warranty: Delamination = 10 year; Door/Operator System = 3 year/20,000 cycle;

The Town will provide electrical power service for the controller unit.

Proposals should include detailed specifications and total costs to supply and install the door and opener systems as specified and to operate as intended. Any exclusions should be clearly specified. Vendor to include estimated time of completion on their proposal.

SAFETY

Contractor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to persons or damage to adjacent property of any and all kinds. All buildings, equipment and furnishings shall be protected by the bidder from damage, which might be done or caused by work performed under this contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the bidder. The contractor shall erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury.

REFERENCES

Names and contact information for three individuals who can provide a reference for similarly sized projects is required as part of the submission.

BONDING

This project will **NOT** require a 100% performance bond as it is under the amount requiring a performance bond in accordance with RSA 447:16.

AWARD

Proposals shall be irrevocable for a period of thirty (30) calendar days following receipt. Following a review of the proposals, the Town will make a determination with respect to contract award.

NOTICE TO PROCEED

Upon determination of award, an executed purchase order will be issued authorizing this work to begin, assuming that the insurance and permit requirements have all been met.

INSURANCE REQUIREMENTS

A certificate of insurance must be on file and approved by the Town before this project can begin. All companies are required to include a Certificate of Insurance with the bid submittal. Contractor, at its own expense, shall procure and maintain during the entire term of this agreement and any extensions thereof, the following insurance so as to cover all risks which shall arise directly or indirectly from Contractor obligations and activities.

Workers Compensation and Employers Liability Insurance meeting the requirements of the New Hampshire Workers Compensation Law covering all the Contractors employees carrying out the work involved in this contract.

General Liability Insurance with limits of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damage sustained by reason of the Contractor or its employees carrying out the work involved in this contract.

Subcontractors: In the case of any work sublet, the Contractor shall require subcontractors and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor. All subcontractors must be approved by the Town in advance.

Qualifying Insurance: Policies shall be issued by insurers authorized to do business in the State of New Hampshire. If Professional Liability coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the contractor continuing to furnish the Town certificates of insurance. The Contractor shall be responsible for deductibles and self-insured retentions in the Contractor insurance policies.

OTHER PROJECT REQUIREMENTS:

- Hours of operation for completion of this project will be Monday through Friday, 7am – 5pm unless otherwise approved by the Town of Derry.
- All work areas will be neat and cleaned up at the end of each work day.