



## **Town of Derry, New Hampshire**

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### **REQUEST FOR PROPOSALS**

(B20-141)

May 22, 2020

The Town of Derry, New Hampshire Dept. of Public Works seeks proposals for:

### **Caulking and Sealing of Windows and Doors and Sealing of Exterior Brick Walls Derry Municipal Center**

Sealed bids will be received at the Derry Municipal Center, 14 Manning Street, Derry, NH 03038 until 4:00 pm, prevailing time, June 26, 2020.

Bid invitations and specifications will be available at the Department of Public Works, 14 Manning Street, Derry, NH or on line at: [http://www.derry-nh.org/Pages/DerryNH\\_Bids/](http://www.derry-nh.org/Pages/DerryNH_Bids/)

Questions regarding this request should be directed to Alan Côté, Superintendent of Operations via email at [alancote@derrynh.org](mailto:alancote@derrynh.org).

The Town of Derry reserves the right to waive any irregularities, reject any or all bids, and to accept the bid 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, 2<sup>nd</sup> floor until the time specified in the proposal document.
2. The following meanings are attached to the defined words when used in this document:
  - a. The word “Town” means the Town of Derry, New Hampshire.
  - b. The word “Bidder” means the person, firm, or corporation submitting a proposal on these specifications or any part thereof.
  - c. The word “Contractor” means the person, firm, or corporation with whom the Contract is being made by carrying out the provisions of this Request for Proposal and the Contract.
  - d. The words “firm price” shall mean a guarantee against price increase during the life of the Contract.
3. 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. No reproductions/duplications/copies will be accepted.
4. Each proposal document must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the state of incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word ‘president’, ‘secretary’, ‘agent’ or other title without disclosing his principal may be held to be the bid of the individual signing. When requested by the Town, satisfactory evidence of the authority of the signing officer signing on behalf of the corporation shall be furnished.
5. Proposals must be securely sealed in a suitable envelope (facsimile and emailed submissions will not be accepted), addressed and marked on the outside as follows:

**Caulking and Sealing of Windows and Doors  
and Sealing of Exterior Brick Walls  
Derry Municipal Center**

The entire solicitation document is to be returned when submitting a proposal, unless otherwise directed by the solicitation document. Failure to return all pages may result in a determination that the submittal is non-responsive.

It will be the responsibility of the Bidder to see that their proposal is received by the Public Works Department as specified. No proposals will 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.

6. Each proposal is received with the understanding that the acceptance in writing via email by the Town to the Bidder to furnish any or all of the products /services described therein or as otherwise negotiated, shall constitute a contract between the Bidder (Contractor) and the Town, which shall bind the Bidder (Contractor) on his part to furnish and deliver the articles offered at the prices agreed upon and in accordance with the terms and conditions of said accepted bid; and the Town on its part to order from such Bidder (Contractor), except for causes beyond reasonable control; and pay for, at the agreed prices, all products/services specified and delivered.
7. Proposals may be withdrawn upon written or electronic request received from Bidders prior to the time of opening. Negligence on the part of the Bidder in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.
8. The solicitation document maintained by the Public Works Department, in the appropriate file folder, shall be considered the official copy. In the case of any inconsistency between documents submitted to the Town, but not clearly listed on the exception page of the document or as an exception by the Bidder, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the Bidder may be cause to disqualify your bid.
9. No oral interpretations will be made to any Bidder 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 made in writing, addressed and forwarded to:

Mail: Alan Côté, Supt. of Operations  
Derry Municipal Center – Dept. of Public Works  
14 Manning Street  
Derry, NH 03038

Email: [alancote@derrynh.org](mailto:alancote@derrynh.org)

**Questions must be received by Friday, June 19, 2020 at noon.** Every interpretation made to a Bidder will be in the form of an addendum to the Request for Proposal which, if issued, will then be posted on the website: [http://www.derry-nh.org/Pages/DerryNH\\_Bids/](http://www.derry-nh.org/Pages/DerryNH_Bids/) all such addenda shall become part of the complete Sealed Bid Invitation. It is the Bidder's responsibility to check the

website prior to the submittal deadline to ensure that the Bidder has a complete, up-to-date bid package.

10. 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.
11. 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.
12. 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.
13. As the Town is exempt from the payment of federal excise taxes, all prices quoted herein are not to include these taxes.
14. Prices stated shall remain firm for the duration of the contract.
15. Should the successful Contractor fail to make delivery or complete the contract within time specified, the Town reserves the right to procure the equipment/product from other sources, and hold the Contractor liable for any excess cost.
16. The Town reserves the right to postpone the delivery date to allow for any change in operating conditions or for any other cause not now foreseen. In the event the Town elects to exercise this right, all prices quoted pursuant to this Request for Proposal will remain firm, and the Town shall incur no additional obligation to the Contractor on account of any delay of delivery date ordered by the Town.
17. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and acts of God.
18. The time of proposed delivery must be stated in definite terms. If time of delivery for different equipment varies, the Bidder shall so state.
19. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

20. The Town reserves the right to waive any informality in bids, to reject any and all bids wholly or in part, and to make awards in a manner deemed in the best interest of the Town.

21. 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 Bidder to perform the Contract or provide the service required;
- b. Whether the Bidder can perform the Contract or provide the service promptly or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- 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;

22. The Town reserves the right to make awards on this proposal by item or to accept all or part of the proposal or prices quoted. In addition, the Town reserves the right to award materials on the basis of the lowest total cost of the bid item to the Town, including the Town's cost of transportation to and from the source.

In cases where two or more Bidders have the same net bid, the Town may give preference to firms located within the Town.

23. Upon making an award, or giving notice of intent to award, the Town will place appropriate notice on the Purchasing website: [http://www.derry-nh.org/Pages/DerryNH\\_Bids/](http://www.derry-nh.org/Pages/DerryNH_Bids/)

26. The Bidder must certify that no official or employee of the Town or State of New Hampshire, has a pecuniary interest in the proposal or in the Contract that the Bidder offers to execute or in the expected profits to arise there from, and that this bid is made in good faith without fraud, collusion or in connection with any other person submitting a proposal.

27. The Bidder, 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.
28. The Bidder, 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.
29. 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 laws of competitive bidding, contracts and purchases are made a part hereof.
30. The Bidder 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.
31. The Bidder, 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.
32. Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance pursuant to RSA 277-A when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to RSA 277-A. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to submit MSDS and/or labels on each container may result in civil or criminal penalties, including debarment and action to prevent the vendors furnishing substances or mixtures. Vendors are cautioned to obtain and read the law referenced.
33. 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

34. **Prospective bidders may visit the facility by contacting the DPW office at 432-6144. Visits will be coordinated to occur between 8 am and 1 pm on weekdays.**

## **SCOPE OF WORK**

- Remove exterior caulking around window perimeters and storefront perimeters and replace with Percora 890NST silicone sealant.
- Pressure wash and clear seal building with Percora Klere Seal 9100-S
- All caulking and sealing must be completed according to manufacturer's specifications.
- Contractor will provide lift and lift operator for inspection by Town official or designee.
- Any and all road closures and impact to entrances to the Municipal Center will be coordinated with the Superintendent of Operations at least two business days prior to said closure or impact.

**All work must be completed no later than October 30, 2020.**

- **PERMITS**

Contractor shall be responsible for obtaining any and all permits through the Town's Code Enforcement Office, but as a municipal project, **permit fees will be waived.**

- **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**

Bids when opened shall be irrevocable for a period of forty-five (45) calendar days following bid-opening date. Following a review of the bids, the Town will make a determination with respect to bid award. The Town, expressly reserves the right to reject any or all bids.

### **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.



Change Orders – No changes to the approved plans may be made without authorization of the owner. It is expected that the proposer has thoroughly reviewed all site/building conditions prior to furnishing the final cost. Omission by the proposer is not a justifiable cause for a change order.