



**REQUEST FOR PROPOSALS
HEAT PUMP SYSTEM REPAIRS - P-2017-04**

Remington Woodhull Building
14 Main Street
Newport, New Hampshire

**PROPOSALS ARE DUE NO LATER THAN
THURSDAY, JANUARY 4, 2018 AT 2:00 pm
AND SHALL BE ADDRESSED TO:**

Steve Arsenault
Facilities and Operations Assistant Director
5 Nursing Home Drive
Unity, NH 03743

Sullivan County seeks proposals from well qualified firms to replace two water source heat pumps with the same or equal equipment. The list of current equipment is as follows:

1. Ener Con Heat Pump Serving New Hampshire Superior Court
2. Unidentified Manufacturer Heat Pump Serving Serving Second Floor

Facility Tour:

There will be a one-time tour of the building and heat system on **Tuesday, December 19, at 1:00 PM** led by Steve Arsenault, Assistant Director of Facilities and Operations. Questions about the project or RFP can be directed to Mr. Arsenault at (603)542-9511 ext. 227 or sarsenault@sullivancountynh.gov.

Project Challenges:

The Remington Woodhull building is an historic building and care must be taken when working in and around the building. Most work will be done during normal work hours while the building is occupied unless other arrangements are made. Coordination will need to be made with the schedule of the New Hampshire Superior Court. Some areas may not be accessible at all times except for emergencies. All penetrations in walls, floors and ceilings shall be sealed with fire caulking approved by the Sullivan County Facilities Department.

1. PROPOSAL REQUIREMENTS

- A. Proposals must be submitted in a sealed envelope addressed to the Facilities & Operations Director as noted above, and clearly labeled "RFP – HEAT PUMP REPLACEMENTS." Faxed or emailed submissions will not be accepted. The deadline to submit a proposal is 2:00 PM on Thursday, January 4, 2018 at which time all submissions will be opened in the Facilities & Operations Director's Office. The public is welcome to attend, although a contract will not be awarded on that date.

- B. Proposals must include the name, title, and contact information for the Contractor's project manager or person with the authority to act on behalf of the Contractor on all decisions that may be required to complete the terms and conditions of the contract.
- C. Proposals must include the following:
 - 1. Contractor's name, address, and names of primary contact.
 - 2. Statement of qualifications and experience. Contractor staff shall have at minimum: ten (10) years commercial experience, a comprehensive knowledge of water source heat pump systems, a comprehensive knowledge of propane fired boilers and systems.
 - 3. List of any intended subcontractors.
 - 4. List three (3) commercial or government references with contact information.
 - 5. Proposed fee structure delineating the cost of materials and labor for the work to be performed, including costs from all anticipated subcontractors.
 - 6. Proposals must include applicable manufacturer's warranty for all materials as well as contractor's warranty for labor.
- D. Proposals must include a statement from the contractor that clearly identifies any and all exclusions, deviations or limitations to the proposal specifications. Any exceptions not stated in Contractor's proposal shall be assumed by the County to be provided by the contractor, regardless of the cost to the Contractor.

2. GENERAL INFORMATION

- A. Contractors are expected to tour the work site before submitting a proposal. The submission of a proposal shall be deemed to represent that a contractor has reviewed and is satisfied with the conditions to be encountered in performing the work. Contractors must satisfy for themselves as to the methods and quantities of materials necessary. No allowances will be made for loss of anticipated profits or unanticipated expenses due to any errors or inaccuracies in the estimated quantities or project expenses incurred by the contractor.
- B. Contractors are expected to be thoroughly familiar and comply with applicable laws, rules and regulations pertaining to the work required as part of this project, including but not limited to federal and state laws regarding worker safety, building codes, and licensing requirements.
- C. The successful contractor will be required to comply with all terms and conditions as set forth in this request for proposal, except as may be specifically exempted by the County in writing, and to execute a written contract using County's Agreement in Attachment A and this RFP. Failure to execute a contract within 14 days of written notification from the County may constitute cause for cancellation of the proposal acceptance and award.
- D. It is anticipated that the Board of Commissioners will award this project during a regular public business meeting scheduled for 3:00 PM on December 18, 2017 in Unity, NH or a subsequent public meeting.
- E. Contractors shall assume all costs and expenses associated with the preparation and submission of a proposal. The contractor will be responsible for all costs incurred by the County, including legal and inspection fees, in the event that the contractor fails to perform the work in accordance with these project specifications.

- F. The County shall provide the contractor with access to electrical power, restroom facilities, and local permits (if applicable) at no charge. The Contractor shall be responsible for all labor and materials necessary to utilize these resources.
- G. Payment by the County shall be made upon completed installation and acceptance by the County, net 30 days after invoice. Project completion shall be defined as all materials being completely and permanently installed in accordance with the contract documents, including completion of a punch list, and the site being broom-clean and free from hazards.
- H. The contractor shall use every precaution to prevent injury or damage to County property. The contractor shall be responsible for all damage and injury to persons and/or property during the execution of the work resulting from any act, omission, neglect, and/or misconduct in the manner or method of performing the work, to include the acts of any subcontractors and work done as part of any warranty service. The contractor shall promptly restore to the satisfaction of the County, at the contractor's expense, any property that may be damaged during the execution of the work, including warranty work.
- I. The contractor will protect, defend and indemnify the County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the Contractor or any sub-contractor.
- J. Prior to commencing work, the Contractor shall demonstrate that
1. Contractor carries a general liability policy with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as completed operations coverage applicable to the work performed under this Contract. The general liability policy must also contain contractual liability coverage applicable to the contractual indemnification obligation set forth in the contract agreement.
 2. Contractor carries automobile insurance coverage in the amount of \$1,000,000.
 3. Contractor shall provide proof of workers' compensation insurance that meets State of New Hampshire required limits. The Contractor's workers' compensation coverage must waive subrogation against the County and its officials, agents, volunteers and employees.
- The Contractor will furnish to the County a Certificate of Insurance *and an endorsement* prior to executing the Contract or commencing work, demonstrating that the County and its officials, agents, volunteers and employees are named as an additional insured on the general liability and automobile liability insurance coverage.
- The County shall not be required to insure the Contractor, any subcontractor or any professional service provider.
- K. No Contractor of services under this RFP shall discriminate against any employee, applicant for employment, or recipient of services on the basis of veteran status, race, religion, color, sex, sexual orientation, age, disability, or national origin.

L. The following factors will be considered as the basis for award of the proposal, with priority to be determined solely by the County:

1. Contractor Qualifications, Experience, Reputation and References
2. Compliance with Proposal Requirements
3. Ability to Meet Service Requirements
4. Contract Cost
5. Exclusions and Limitations
6. Warranty
7. Contractor License Standing
8. Location of Business

NOTE: Sullivan County is aware of the time and effort required to prepare responses to proposals and invites contractors to let us know of any proposal requirements that are unclear and/or create difficulty in responding.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary Bourque", is enclosed in a light gray rectangular box.

Mary Bourque, Director of Facilities and Operations
Sullivan County

Enclosed:

Attachment A – Short Form Agreement

**ATTACHMENT A
CONTRACT AGREEMENT**

THIS AGREEMENT made as of the _____ in the year ____, by and between Sullivan County (hereinafter called the Owner) and _____ (hereinafter called the Contractor):

WITNESSETH; that the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I - WORK - The Contractor shall perform _____ as specified or indicated Scope of Services (Attachment A) and Contractor's Proposal (Attachment B), together herein called the Work, for the duration of the contract time. The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of the work.

ARTICLE II - CONTRACT TIME - The initial term of this Agreement shall commence on _____ and shall terminate on _____ (the "Term").

ARTICLE IV - CONTRACT PRICE and PAYMENT- Upon completion of the work, Owner shall pay the Contractor in accordance with Contractor's Proposal (Attachment B). When work has been performed, Contractor shall invoice at intervals no longer than 30 days during term of this Agreement.

ARTICLE VIII – TERMINATION FOR DEFAULT – Should Contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work in accordance with the schedule of completion approved by Owner, or fail to perform any of its obligations set forth in the Contract, Owner may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election.

ARTICLE IX – INDEMNIFICATION OF OWNER – To the fullest extent permitted by law, the Contractor shall protect, indemnify, save, defend and hold harmless the Owner and its officials, agents, volunteers and employees from and against any and all liabilities, obligations, claims, demands, damages, penalties, causes of action, loss of services, compensation, costs and expenses, including but not limited to reasonable attorney and paralegal fees, which the Owner and its officials, agents, volunteers and employees may become obligated by reason of any accident, bodily injury, death of a person or loss of or damage to tangible property, which may in any way arise directly or indirectly in connection with or out of the services performed by Contractor or anyone directly or indirectly employed by Contractor or any other person or company retained in any way to carry on all or any portion of the services necessary to abide by the terms of the Agreement, including but not limited to any negligent, intentional, or wrongful act or omission by the Contractor or its officers, employees, or agents.

ARTICLE XI – INSURANCE

The Contractor shall secure and maintain general liability coverage in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, vehicle liability coverage for bodily injury and property damage in an amount of not less than \$1,000,000 combined single limit, and workers compensation coverage as required by state law.

Contractor shall furnish to the Owner a Certificate of Insurance and an endorsement prior to commencing work, demonstrating that the County and its officials, agents, volunteers and employees are named as an additional insured on the general liability and automobile liability insurance coverage.

ARTICLE XII – MISCELLANEOUS

Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.

Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.

The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof.

Venue for any dispute shall be the Sullivan County Superior Court unless the parties otherwise agree.

Contractor will provide the required services and will not subcontract or assign the services without the Owner's written approval.

Contractor will not hire any Owner employee for any of the required services without the Owner's written approval.

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

CONTRACTOR:

OWNER:

SULLIVAN COUNTY, NEW HAMPSHIRE

Board of Commissioners
24 Main Street
Newport, NH 03773

BY:

BY:

Name:

Name:

Title:

Title:

Duly authorized to enter into this agreement
by vote of the Board of Commissioners on
