



SUGAR HOUSE ROOF REPLACEMENT

HAY BARN
5 NURSING HOME DRIVE
UNITY, NH 03743

REQUEST FOR PROPOSAL

ROOF REPLACEMENT AND CARPENTRY SERVICES FOR SULLIVAN COUNTY

ISSUE DATE: APRIL 5, 2018

PROPOSALS WILL BE RECEIVED UNTIL
APRIL 25, 2018 at 2:00 P.M.

DEPARTMENT OF FACILITIES AND OPERATIONS
5 NURSING HOME DRIVE
UNITY, NH 03743

ATTN: MARY BOURQUE, DIRECTOR OF FACILITIES AND OPERATIONS

Project Description:

Sullivan County seeks proposals from well qualified firms to provide and install new metal roof and make carpentry repairs to the Sugar House at the Unity Complex. The Sugar House is an approximately 600 SF wood-framed structure at the Unity Complex. Repairs include removal of old wood shed attached to Sugar House, repair or replace rafters as requires, reinforce rafter with collar ties, and fill in and add roof to old smoke stack location. Scope of Work and Proposal Requirements are detailed in Attachment A of this RFP.

Project Tour:

There will be a one-time tour of the project on **Tuesday, April 17, 2018 at 9:30am**. All prospective contractors are encouraged to attend. Questions about the RFP, including requests to set up an alternate time for tour of the project, can be directed to Mary Bourque at (603)542-9511, extension 273 or mbourque@sullivancountynh.gov.

Proposal Instructions:

Two (2) copies of the Proposal must be submitted in a sealed envelope clearly labeled "SUGAR HOUSE ROOF PROJECT" to the address above by the date and time indicated to be considered. Faxed or emailed submissions will not be accepted.

Proposal Opening:

The deadline to submit a proposal is 2:00 p.m. on April 25, 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.

Proposal Award:

It is anticipated that the Board of Commissioners will award this project during a regular public business meeting scheduled for 3:00 pm on May 7, 2018 in Newport, NH or a subsequent public meeting.

Proposal Prices:

Proposal prices are to remain in effect for a period of ninety (90) days from opening date of the proposals and are to remain firm once proposal is awarded to the successful proposer(s).

Contractual Obligations:

The successful contractor will be required to comply with all terms and conditions as set forth in this RFP and Agreement, except as may be specifically exempted by the County in writing, and to execute a written contract using the attached Agreement. 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.

Indemnification:

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.

Insurance Requirements:

Prior to commencing work, the Contractor shall demonstrate that

Comprehensive General Liability Insurance: 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.

Motor Vehicle Insurance: Contractor carries automobile insurance coverage in the amount of \$1,000,000.

Workers Compensation Insurance: 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.

Special Considerations:

- Sullivan County reserves the right to make an award in whole, or in part, and to accept or reject any and all proposals or parts thereof, which they deem to be in the best interest of the County and to waive any bid formality.

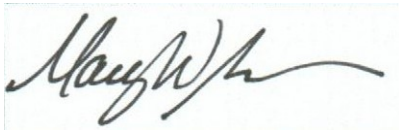
RFP – Sugar House Roof Replacement

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- The Proposer shall sign the proposal correctly and proposals may be rejected if they show omission, alterations of form, additions not called for, conditional proposals or any irregularities of any kind.
- 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.
- Contractors shall assume all costs and expenses associated with the preparation and submission of a proposal.
- 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.
- 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. Location of Business

Sullivan County is aware of the time and effort required to prepare proposals and invites Proposers 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 written over a light blue rectangular background.

Mary Bourque, Director of Facilities and Operations
Sullivan County

Enclosed:

Attachment A: Scope of Services and Proposal Requirements

Attachment B: Agreement for Services

ATTACHMENT A

SCOPE OF SERVICES AND PROPOSAL REQUIREMENTS

A. SCOPE OF WORK

The Sugar House is an approximately 600 SF wood-framed structure at the Unity Complex. The scope of the project is to:

- Demolish rear storage area and dispose of materials. Make any necessary repairs to main Sugarhouse structure so that demolition does not compromise structural integrity of the main building.
- Remove and dispose of existing metal roof system, provide and install new metal roof system.
- Repair or replace structurally deficient rafters as required. Confirm specific rafters with County's Project Manager.
- Install collar ties on all rafters to structurally reinforce the Sugarhouse.
- Install new roofing material over former location of smoke stack.
- Sullivan County requests pricing on the following alternates:
 1. Provide and install a painted roof material. Specify if choice of color impacts the cost.
 2. Provide and install a standing seam metal roof. Specify if choice of color impacts the cost.

B. SPECIAL CONSIDERATIONS

- Scheduling to be coordinated with the Facilities Department
- Include in Proposal the anticipated start date after receipt of order and the estimated time to complete the scope of services.
- The contractor shall provide, erect, and maintain all necessary scaffolding, barricades, and other safety devices for the protection of the work, workers, and safety of the public with the understanding that the County facilities will be open for business at all times during the project. All work shall be cleaned-up on a daily basis, or more frequently, if necessary, to prevent accidents to the greatest extent practical. Special care will be taken to ensure that delivery and employee vehicles are not subject to tire punctures from nails or other sharp objects associated with the project.
- All demolition materials to be the responsibility of the successful awarded provider, including site cleaning of affected work area at the completion of the project.
- Coordination for utilities disconnect and reconnect will be made with the Facilities Department.
- Electricity will be provided at the Sugar House for Contractor use during construction.

C. PROPOSAL REQUIREMENTS

Proposers are expected to familiarize themselves with the site and scope 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. Proposers must determine 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.

Proposals must include the following information:

1. Proposer's name, address, and phone number as well as name, title, and contact information for the project manager or person with the authority to act on behalf of the Proposer on all decisions that may be required to complete the terms and conditions of the contract.
2. Statement of qualifications and experience.
3. List of any intended subcontractors.
4. List of three (3) references for similar work with contact information.

Proposals must:

1. Detail proposed fee structure detailing the cost of materials and labor for the work to be performed, including costs from all anticipated subcontractors.
2. Include the manufacturer, style, and gauge of roofing to be installed. Include all cut sheets and color samples on all proposed materials. Specify any variations which would affect the price.
3. Proposals must include applicable manufacturer's warranty for all materials as well as contractor's warranty for labor.

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.

D. NOTICE

Information provided in these specifications is to be used only for the purpose of preparing a proposal detail costs and services provided to Sullivan County. It is expected that each Proposer will read these specifications with care. Failure to meet certain conditions may invalidate proposals.

The information contained herein is believed to be accurate but should not be considered as warranted in any way. Questions or requests for additional information should be directed to Mary Bourque, Director of Facilities at 603-542-9511, extension 273 or via email at mbourque@sullivancountynh.gov.

ATTACHMENT B

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 a sum of _____ \$ _____ with term of net 30 days after invoice date. 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. 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
