



CARPET REPLACEMENT
WOODHULL COMPLEX
14 MAIN STREET
NEWPORT, NH 03773

REQUEST FOR PROPOSAL

CARPET AND FLOORING REPLACEMENT FOR SULLIVAN COUNTY

ISSUE DATE: APRIL 11, 2018

PROPOSALS WILL BE RECEIVED UNTIL
MAY 1, 2018 at 2:00 P.M.

DEPARTMENT OF FACILITIES AND OPERATIONS
5 NURSING HOME DRIVE
UNITY, NEW HAMPSHIRE 03743
ATTN: MARY BOURQUE, DIRECTOR OF FACILITIES AND OPERATIONS

Project Description:

Sullivan County seeks proposals from well qualified firms to provide carpet and flooring replacement services at the Woodhull County Complex in Newport, NH. 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 **Thursday, April 19, 2018 at 3:00 pm**. All prospective contractors are encouraged to attend. Questions about the RFP, including requests to set up an alternate time for site visit, can be directed to Mary Bourque at (603)542-9511, ext 273 or mbourque@sullivancountynh.gov.

Proposal Instructions:

Two (2) copies of the Proposal must be submitted in a sealed envelope clearly labeled "CARPET REPLACEMENT" 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 May 1, 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. The scope of the project may be awarded in two phases depending on budget limitations. If necessary, Phase 2 would be award as soon as practical after July 1, 2018 when the County's budget for the next fiscal year is in effect.

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:

- The County reserves the right to make an award in whole, or in part, and to reject any and all proposals, and to waive any informality in proposals unless otherwise specified by the Proposer.
- 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,



Mary Bourque, Director of Facilities and Operations
Sullivan County

Enclosed:

- Attachment A: Scope of Services and Proposal Requirements
- Attachment B: Proposal Summary Form
- Attachment C: Agreement for Services

ATTACHMENT A

SCOPE OF SERVICES AND PROPOSAL REQUIREMENTS

A. SCOPE OF WORK

Woodhull County Complex is the seat of Sullivan County and is comprised of various offices, court rooms, and support spaces. The scope of the project is to:

1. Remove and replace carpet and vinyl base, if applicable, in various office suites and common areas including:
 - Area A - County Attorney Suite – approximately 1700 SF
 - Area B - 2nd Floor Hallway – approximately 42 SF
 - Area C - Registry of Deeds Suite – approximate 1000 SF
 - Area E - 1st Floor Security and Lobby Area – approximately 1000 SF
 - Area F - Courtroom Hallway and Meeting Rooms – approximately 1000 SFSquare footages of areas are provided for informational purposes only. Proposer responsible for determining the exact area of spaces for Proposal.
2. Alternate 1: Provide alternate pricing per area for carpet tiles.
3. Alternate 2: Provide alternate pricing per area for premium vinyl plank flooring in lieu of carpet.
4. Submit samples with manufacturer's data and warranty information with Proposal of all materials recommended for use. Color to be selected by Sullivan County.

B. SPECIAL CONSIDERATIONS

- Scheduling to be coordinated with the Facilities Department. The facility is an operating office complex and courthouse. Scheduling may need to be arranged around court hearings. Include in Proposal any incremental costs to complete the work during evening or weekend hours.
- Include in Proposal the anticipated start date after receipt of order and the estimated time to complete the scope of services.
- Contractor is responsible for field measurements and material calculations requirements. Approximate square footages have been included for reference only. Include all required material and freight.
- The contractor shall provide, erect, and maintain all necessary 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 during normal business hours.
- All work shall be cleaned-up on a daily basis, or more frequently, if necessary, to prevent accidents to the greatest extent practical.
- All removed materials and scrap are to be the responsibility of the successful awarded provider, including site cleaning of affected work area at the completion of the project.
- Electricity and restrooms will be provided 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. Use Proposal Summary Form to summarize costs for each area and associated difference in cost for work performed outside normal business hours.
2. Detail proposed fee structure detailing the cost of materials and labor for the work to be performed, including costs from all anticipated subcontractors.
3. 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.
4. 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.

Proposal Summary Form
CARPET REPLACEMENT
WOODHULL COMPLEX
14 MAIN STREET
NEWPORT, NH 03773

This summary form is to be attached to Proposal and all supporting documentation.

NAME OF PROPOSER: _____

FLOOR	AREA	Base Bid TOTAL PRICE FOR ROLL CARPET	Alternate 1 TOTAL PRICE FOR CARPET TILES	Alternate 2 TOTAL PRICE FOR PREMIUM VINYL PLANK	PREMIUM FOR EVENING OR WEEKEND INSTALLATION
2	A - County Attorney Suite				
2	B - 2 nd Floor Lobby				
2	C - Registry of Deeds Suite				
1	D - 1 st Floor Security, Elevator, and Lobby Area				
1	E - Sheriff Hallway and Bailiff Area				
1	F - Courthouse Hallway and Meeting Rooms				

ATTACHMENT C
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
