Roof Replacement
Ingram senior center
Competitive Sealed Bid #2017-007
Town of Salem, NH
March 21, 2017

SALEM PURCHASING
Christine Wholley, Purchasing Agent
Ph: 603-890-2090 Fax: 603-890-2091
cawholley@ci.salem.nh.us

Leon Goodwin III, Town Manager

Prepared for and in coordination with the
Town of Salem NH Community Services Director
Christopher Dillon
603-890-2190
cdillon@ci.salem.nh.us
COMPETITIVE SEALED BID
To Furnish and Install
Roof Replacements #2017-007
Ingram Senior Center

It is the intent of the Town of Salem, New Hampshire to engage the services of a qualified firm to provide the town with the following product(s) or services: “Roof Replacements at the Ingram senior center”

MANDATORY PRE-BID MEETING
April 13, 2017 @ 10:00am
Ingram Senior Center
1 Sally Sweets Way
Salem NH 03079
W/Christopher Dillon

The Bid must be received no later than May 9, 2017 at or before 11:00am from interested firms to be eligible for consideration by the town. Each proposal will be submitted in a sealed envelope which is clearly marked “Senior Center Roof Replacements Sealed Bid #2017-007”.

All sealed bids received will be considered confidential and not available for public review until after the bid opening on May 9, 2017 at 11:00am.

Sealed bids and all correspondence relating to this ITB shall be submitted to:

Christine Wholley
Purchasing Agent
Town of Salem
33 Geremonty Drive
Salem NH 03079

Please visit our website to download a copy of this Bid #2017-007 at www.townofsalemnh.org Finance-Purchasing/bids-proposals. Copies will not be faxed or emailed. Qualified Firms requiring additional information or clarification relative to the contents of the bid may direct inquiries to Christine Wholley, Purchasing Agent, at 603-890-2090 or cawholley@ci.salem.nh.us during the following business hours: Monday through Wednesday 9:00am to 2:00pm.

One original and (1) copy will be required and must be received at the above address no later than May 9, 2017 on or before 11:00am, late proposals will not be considered.

The Town reserves the right to reject any or all bids/proposals or any part thereof, to waive any informality or information in the bids/proposals, and to accept the bid/proposal considered to be in the best interest of the Town. The Town also reserves the right to conduct reasonable negotiations with low bidders and sole bidders. Failure to submit all information may declare a bid/proposal as non-responsive subject for disqualification.
GENERAL TERMS AND CONDITIONS

PREPARATIONS OF BIDS/PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Bidder or his authorized representative. The person signing the proposal shall initial any corrections to entries made on the attached forms.

Vendors must provide pricing on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form or in the special provisions allowed for partial bids. Failure to provide pricing on all items may disqualify the bid. Alternative bids will be considered, unless otherwise stated, only if the alternate is described completely, including, but not limited to, sample, if requested and specifications sufficient so that a comparison to the request can be made.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Department no later than seven (7) calendar days before the Request for Proposal due date to be considered. Any changes to the Request for Proposal will be provided to all bidders of record.

The name of manufacturer, trade name, or catalog number mentioned in this request for bid description is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory.

Proposals will be considered for any brand that meets or exceeds the quality of the specifications listed. On all such proposals, the bidder shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.

SUBMITTED BIDS/PROPOSALS:

Proposals must be submitted as directed in the Notice to Qualified Firms, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or emailed will not be accepted.
WITHDRAWING BIDS/PROPOSALS:

Proposals may be withdrawn prior to the opening date and time upon written request of the Proposer. Negligence on the part of the Proposer in preparing his/her proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Sealed Bids/RFP. Proposals received after the time so indicated shall be returned unopened.

LIMITATIONS:

This Sealed Bid or Request for Proposal (RFP) does not commit the Town to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. The Town reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this Bid/RFP, if it is in the best interest of the Town to do so.

PROPOSAL EVALUATION:

The Town reserves the right to reject any and all proposals received in response to the proposal. A proposal may be rejected, if the Firm:

a. Fails to adhere to one or more of the provisions established in the proposal.
b. Fails to submit its proposal at the time or in the format specified herein or to supply the minimum information requested herein.
c. Fails to meet the minimum evaluation criteria specified in this proposal.
d. Fails to submit its proposal to the required address on or before the deadline date established by the Town.
e. Misrepresents its services, experience and personnel by providing demonstrably false information in its proposal or fails to provide material information.
f. Fails to submit its cost on the enclosed bid form.
g. Refuses a reasonable request for an interview.
h. Refuses to provide clarification requested by the town.

PROPOSAL RESULTS:

All sealed bids received will be considered confidential and not available for public review until after the bid opening is conducted. Results will not be given over the phone. Request for Proposals will remain confidential until the proposer has been selected.
KNOWLEDGE AND EXPERIENCE:

Provide a description of the firm’s knowledge and experience in the industry. Highlight your company’s experience to provide the highest quality and effective product and reliable service and support.

REFERENCES:

Projects /contracts within the past ten years best illustrating current qualifications for this project: (Please See Reference List).

AWARD OF CONTRACT:

It is the policy of the Town of Salem, NH that contracts are awarded only to responsible bidders. In order to qualify as responsible, a prospective vendor must meet the following standards as they relate to this request: Please provide an overview of the following:

A. Have adequate financial resources for performance or have the ability to obtain such resources as required during performance.
B. Have the necessary experience, organization, technical and professional qualifications, skills and facilities.
C. Be able to comply with the proposed or required time of completion or performance schedule;
D. Have a demonstrated satisfactory record of performance.
E. Adhere to the specifications of this bid and provide all documentation required of this bid.

The contract will be awarded to a responsive & responsible bidder based on the qualifications and experience of the bidder, the quality of the equipment/product /materials/services to be provided and the support that the bidder offers during the duration of the contract terms.

MODIFICATIONS AFTER AWARD:

The Town reserves the right to incorporate minor changes/modifications, which may be required after an award has been made. The vendor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request if it can prove the timing or extent of the modifications implies major effort on its part. Modifications will be requested based on improvements to services that might be needed after the award of this Bid/RFP with reasonable accommodations being made with approval from both the Town and the vendor.

CANCELLATION OF AWARD:

The Town reserves the right to cancel the award without liability to the proposer at any time before a contract has been fully executed by all parties and is approved by the Town.
CONTRACT:

Any contract between the Town and the vendor shall consist of (1) the Bid/Request for Proposal (RFP) and any amendments thereto and (2) the Vendor’s proposal in response to the Bid/RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the Bid/RFP shall govern. The Town also reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor and such written clarification shall govern in case of conflict with the applicable requirements contained in the Bid/RFP and the Vendor’s proposal. In all other matters not affected by written clarification, if any the Bid/RFP shall govern. The Vendor is cautioned that this proposal shall be subject to acceptance without further clarification.

EXECUTION OF AGREEMENT:

The successful proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the town within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the proposer, the owner will complete the execution of the agreement and return the agreement to the contractor. The Agreement accompanied by a Town issued purchase order will be delivered to the contractor and will constitute a mutual approval and agreement by both parties to abide by the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful proposer to execute the agreement at the date and time agreed upon by the Town and the successful Proposer shall be just cause for cancellation of the award and forfeiture of all deposits.

CONTRACT TERMINATION:

If at any time the proposer fails to provide proper services during the contract period, the Town of Salem, NH will have the option to terminate the contract at any time without notice. In such an event, all finished and unfinished work, services, plans, data programs and reports prepared by the Vendor under this contract shall become the Town’s property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed. However, the Vendor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of any contract. The Town may hold payments until such time as the exact amount of damages due the Town is determined.
FAILURE TO SUPPLY GOODS OR SERVICES:

If during the contract period the successful vendor fails to supply the Town of Salem, New Hampshire with the equipment/service(s). The Town of Salem, will purchase this product/service(s) on the open market and the vendor will compensate the Town of Salem, New Hampshire with the difference between the bid price and the price incurred on the open market.

RIGHT TO REJECT BIDS:

The Town reserves the right to reject any and all sealed bids, should the Town deem it to be in the best interest of the public.

OWNERSHIP OF REPORTS:

All data, materials, plans, reports, and documentation prepared pursuant to any contract between the Town of Salem, NH and the successful Vendor shall belong exclusively to the Town.

INSURANCE CERTIFICATES:

The proposer must supply a current insurance certificate before any work commences. See; Insurance requirements.

WORKERS COMPENSATION:

All proposers and subcontractors at every tier under the proposed will conform to the requirements of RSA 281-A: 2 with close attention to sections VI (a), VI(c) and VII (a) as well as Section 281-A: 4.

PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor and material costs, and any discounts offered. All fuel surcharges, delivery charges and miscellaneous charges that are not part of the terms and conditions of this contract will only hold up payment if they are added to the submitted invoice.

INVOICING:

Unless otherwise specified, invoices will be submitted to Accounts Payable at 33 Geremonty Drive, Salem NH. The invoice must include an itemization of all items, supplies, repairs and labor furnished, including unit list pricing, net pricing and total amount due. Payment terms are net thirty (30) days from the date of the invoice. If there are multiple invoices, payment will be made upon completion and receipt of all approved invoices.
PAYMENT:
Unless otherwise specified or agreed upon, payment will be made within thirty (30) days after
the receipt of the invoice that’s approved by the Town or the completion of services.

TAX:
The Town is exempt from all sales and federal excise taxes. Our exemption number is
026000817. Please Invoice less these taxes.

DELIVERY:
Deliveries are to be made only to the department or division indicated on the order and in
accordance with accepted commercial practices, without extra charge for packing or containers.

GUARANTEES AND WARRANTIES:
All parts and labor related to agreements must be guaranteed and include a warranty. If any work
is unable to be guaranteed, the contractor must inform the Town, in writing, prior to the delivery
of an item or any work being performed.

FORCE MAJEURE:
Neither party shall be liable for any inability to perform its’ obligations under any subsequent
agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or any
other act of God.

NOTIFICATION:
Notification of the parties shall be considered to have been constructively received when it is
mailed via the United States Postal service or delivered in hand to the parties as stated in the
contract.

SEVERABILITY:
If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it
will be construed to have the broadest interpretation which would make it valid and enforceable
under such holding. Invalidity or unenforceability of a term or condition will not affect any of
the other GENERAL TERMS AND CONDITIONS.

PROVISION REQUIRED BY LAW DEEM INSERTED:
Each and every provision and clause required by law to be inserted in this Request for Proposals
and any subsequent Contract shall be deemed to be inserted herein and this Request for
Proposals and Contract shall be read and enforced as though it were included herein and if
through mistake or otherwise any such provision is not inserted , or is not correctly inserted, then
upon the application of either party, the Request for Proposals and Contract shall forthwith be
physically amended to make such insertion or correction.

DISADVANTAGED BUSINESS ENTERPRISES:
The Town hereby notifies all vendors that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, or disability in consideration for an award.

NON-DISCRIMINATION:

Contracts from work resulting from this Request for Proposals shall obligate the Vendor/Contractor and Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age, or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s)/Contractor(s).

DEFINITIONS:

Proposal shall also mean quotation, bid, offer qualification/experience statement and services. Proposers shall also mean vendors, offers, bidders, contractors or any person or firm responding to a Request for Proposals.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the Town of Salem, NH. Any disputes, disagreements or contract issues, which cannot be settled between the Town of Salem, NH and the Vendor /Contractor, shall be resolved within the venue of the State of New Hampshire.

PROPOSAL ADVERTISMENT:

All proposals are required to be advertised as legal notices in three local newspapers. Proposals can also be viewed at the Town’s website, as detailed below.

LEGAL NOTICES:

Lawrence Eagle Tribune
Union Leader
Seacoast

TOWN OF SALEM, NH (website)
WWW.TOWNOFSALEMNH.ORG
Form for General Bid

In compliance with all specifications enclosed the Bidder hereby proposes to furnish all products and perform all services in strict accordance with the contract documents provided. This Scope of Work listed in the enclosed specifications must be completed by the date and time specified at the prices stated below.

Bidder hereby agrees to **commence** work under the contract on or before: ____________________________________________

Bidder hereby agrees to **complete** work/services/labor and furnish appropriate materials under this contract on or before: ____________________________________________

Bidder hereby agrees to perform all the work described in the contract documents for the following lump sum of:

$ ___________________________  $ ___________________________

Words                          Amount

• Proposal Submitted by (Business Name)

• Title of person authorized to sign proposals

• Name of person authorized to sign proposals (printed)

• Signature of person authorized to sign proposals

• Business Phone ____________________  Business Fax ____________________________

• Business Address ___________________________  Date _____________________________

• Business Email ___________________________

• Business Type ____________________________ (Individual, Partnership, Corporation etc.)
Scope of work/specifications

- Remove & Dispose of existing shingles (lower roof)
- Replace any damaged or rotted roof decking (Lower Roof)
- Re-shingle lower roof after repair to fix hole (Lower Roof)
- Shingles must match the rest of the lower roof
- Approximately 15 LF of 6x6 box gutter and associated downspouts. The new & existing gutter will be lined with Thermal Technologies 3” heated valley.
- Down spouts will also be lined with heat trace cable
- circuit needs to be fitted with affixed 40°F temperature controller
- Replace any damaged or rotted fascia
- There is an existing Rubber Membrane on the upper roof
  Install 3” pipe snow rail (alpine PP1150) snow rails will be mill finish aluminum. Rails to be flashed to membrane roof.
- Bid price should include all lifts, labor, and material
- Bid price should include removal of ALL debris properly (dumpsters etc...) **this is the contractors responsibility**
- Fix leak on back/flat roof (above bathrooms)
- Fix any & all roof leaks or holes caused by ice damage
- Warranty all repairs and work for a minimum of 5 years

**Note:** Rain gutters may need to be removed and reinstalled for the purposes of this work and should be factored into scope of work needed.
Town of Salem, New Hampshire

Salem Purchasing
PH (603) 890-2090

Notice To Qualified Firms

*Do not alter these documents in any way.
*All documents must be filled out to be considered.

If you wish to offer comments, additional information or alternate ideas, please do below or on a separate sheet and attach it to your proposal.

- __________________________________________
- __________________________________________
- __________________________________________
- __________________________________________
- __________________________________________

The purpose of the attached specifications is to define specific requirements only. However, they are not meant to be restrictive. All services or benefits meeting or surpassing these specifications required are invited to submit a proposal.

For questions or clarification on specifications please contact
Community Services Director, Chris Dillon (603) 890-2191

The Town of Salem reserves the right to reject any and all sealed bids/proposals that it deems non-conforming to the specifications enclosed. All information must be filled out correctly for consideration. FAXED PROPOSALS WILL NOT BE ACCEPTED.
Specifications Exception Form

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the Town of Salem to ferret out information concerning the services, benefits, coverage’s or information which you intend to furnish.

If your bid/proposal does not meet all our specifications you must state it in the space provided below or referenced in a section of your proposal.

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Bids/proposals on services, coverages, benefits and materials not meeting the required specifications may be considered by the Town, however, all deviations must be listed above or enclosed in a section of your proposal.

If your bid does not meet our specifications, and your exceptions are not listed above or in space provided, the Town of Salem may claim forfeiture on your bid, if submitted.

Signed________________________________________________
I DO meet specifications

Signed________________________________________________
I DO NOT meet specifications as listed in the specifications/scope of work within these documents; exceptions are in the spaces provided.

THIS FORM MUST BE SIGNED FOR YOUR PROPOSAL TO BE CONSIDERED. FAILURE TO SIGN THIS FORM COULD RESULT IN YOUR PROPOSAL BEING DISQUALIFIED or rejected as being unresponsive.
Town of Salem, New Hampshire

Salem Purchasing
PH (603) 890-2090

Non-Collusion Statement

The Undersigned certifies under penalties of perjury that this bid in all respects is bonafide, fair and made without collusion or fraud with any other person. As used in this paragraph, the “PERSON” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

• Proposal Submitted by (Business Name)

• Title of person authorized to sign proposals

• Name of person authorized to sign proposals (printed)

• Signature of person authorized to sign proposals

• Business Phone _________________ Business Fax ______________________________

• Business Address __________________________ Date _____________________________

• Business Email __________________________

• Business Type ___________________________ (Individual, Partnership, Corporation etc.)
No Bid Questionnaire

Reference: Sealed Bid #2017-007 If you choose not to bid, please complete the questionnaire below and return it with your response by the bid opening date. Your assistance in helping us to analyze no bid rationale is very much appreciated. Thank You.

* * * * No Bid Questionnaire * * * *

A no bid is submitted in reply to the Town of Salem, NH invitation for bids for (enter requirement description): _____________________________, for the following reasons:

_____ Item not supplied by our company.

_____ Bid Specification (Give reason(s) e.g., too restricted, not clear etc.)

_____ Profit Margin too low

_____ Past experience with the Town of Salem (give specific’s e.g. payment delay, bid process, admin problems, etc.)

_____ Insufficient time allowed to prepare and respond to bid request.

_____ Bid requirements too large ____or too small ____for our company.

_____ Priority of other business opportunities limits time.

_____ Other reason(s) Please Specify: _____________________________

__________________________________________________________

Company Name____________________________________________
Address____________________________________________________
Phone_____________________________________________________

________________________   __________________________
(Signature)      (Name & Title)
Insurance Requirements

A current Insurance certificate must be provided prior to commencing any work on this project, in the following amounts:

Comprehensive General Liability
Combined single limit $1,000,000.00

Workmen’s Compensation
& Employers Legal Liability $500,000 per accident

The Contractor shall procure and maintain for the duration of this project Workmen’s Compensation Insurance as required by State Law for all of his employees that are engaging in any work at the site of the project whether direct employees or subcontracting associates.

Non-Collusion Statement

The Undersigned certifies under penalties of perjury that this bid in all respects is bonafide, fair and made without collusion or fraud with any other person. As used in this paragraph, the “PERSON” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Title _____________________________________
Signature _________________________________
Company _________________________________
INDEMNIFICATION AGREEMENT

The successful vendor agrees to indemnify, investigate, protect, defend and save harmless the Town of Salem, NH, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials, equipment or supplies in connection with the performance of this contract and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the vendor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

- Company ________________________________
- Taxpayer Identification Number____________________
- Authorized Signature __________________________
- Date ______________________________
- Address ________________________________
- Contact Phone ____________________________
- Fax Number ________________________________
- E-Mail Address ________________________________