



TOWN OF LINCOLN

Selectmen's Office

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RFP for Community Center Energy Efficiency Projects

The Town of Lincoln is seeking a company/ companies to perform 2 energy related projects for the Lincoln-Woodstock Community Center.

- Project #1 is to replace existing insulation above the Multi-purpose room, Senior Activity room, Kitchen, and two older classrooms and a hallway in the childcare section of the building. The approximate total area is 129' x 60'. Project must include insulation R-38 or better, proper ventilation of all areas, removal of existing insulation, complete installation, complete clean up of work area and disposal of all debris.
- Project #2 is to remove and replace 23 old casement/ fixed windows throughout the facility with vinyl replacement windows. This project must include all caulking, insulation, wrapping all exposed exterior window frames with white aluminum coil, new 3/4" round moldings, complete installation, complete clean-up of work area and disposal of all debris.
- Both projects must be completed prior to December 1, 2009.
- Both projects are receiving funding assistance from the USDA Rural facilities grant funds and therefore contractors must meet their criteria for "Buy American Program"(All manufactured goods must be produced in the United States, with certification); "The Davis-Bacon Act" applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The general wage determination is available from the Department of Labor website (www.wdol.gov). For information on either of these requirements, please check out USDA's website at: <http://www.rurdev.usda.gov>.
- Information for Bidders sheet is attached.
- Deadline for all sealed bids is 4pm on Tuesday, September 8, 2009. There will be a public bid opening at 4pm on September 8, 2009.
- There will be a mandatory bidders meeting at the Community Center on Thursday, August 6th at 2pm.

INFORMATION FOR BIDDERS

BIDS will be received by the Town of Lincoln, herein called the OWNER, at the Town Offices, 148 Main Street, Post Office Box 25, Lincoln, New Hampshire 03251, until 4:00 p.m. on September 8, 2009, and then will be publicly opened and read aloud.

BID must be submitted in a sealed envelope, addressed to Mr. Peter Joseph, Town Manager, Town of Lincoln, 148 Main Street, Post Office Box 25, Lincoln, New Hampshire 03251. Each sealed envelope containing a BID must be plainly marked on the outside as "BID for Town of Lincoln, Community Center Improvements". The envelope should bear on the outside, the name of the BIDDER, address, and license number if applicable. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at the above noted address.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsive and responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

MANUFACTURERS EXPERIENCE

Wherever it may be written that an equipment manufacturer must have a specified period of experience with his product, equipment which does not meet the specified experience period can be considered if the equipment supplier or manufacturer is willing to provide a bond or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

SAFETY AND HEALTH REGULATIONS

This project is subject to all of the Safety and Health Regulations (CFR 29 Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974. Contractors are urged to become familiar with the requirements of these regulations.

COPIES OF THE CONTRACT

There shall be at least two (2) executed copies of the Contract to be distributed as follows:

- a) One (1) copy each to the Owner and the Contractor.

NON-RESIDENT CONTRACTORS

The successful bidder, if a corporation established under laws other than the State of New Hampshire, shall file, at the time of the execution of the contract, with the Owner, notice of the name of its resident attorney, appointed as required by the laws of the State of New Hampshire.

The successful bidder, if not a resident of New Hampshire, and not a corporation, shall file, at the time of execution of the contract, with the Owner a written appointment of a resident of the state of New Hampshire, having an office or place of business therein, to be his true and lawful attorney upon whom all lawful processes in any actions or proceedings against him may be served; and in such writing, which shall set forth said attorney's place of residence, shall agree that any lawful process against him which is served on said attorney shall be of the same legal force and validity as if served on him and that the authority shall continue in force so long as any liability remains outstanding against him in New Hampshire. The power of attorney shall be filed in the office of the Secretary of State if required, and copies certified by the Secretary shall be sufficient evidence thereof. Such appointment shall continue in force until revoked by an instrument in writing, designating in a like manner some other person upon whom such processes may be served, which instrument shall be filed in the manner provided herein for the original appointment.

A Non-resident Contractor shall be deemed to be:

- a) A person who is not a resident of the State of New Hampshire.
- b) Any partnership that has no member thereof resident of the State of New Hampshire.
- c) Any corporation established under laws other than those of the State of New Hampshire.

BIDDERS QUALIFICATIONS

No award will be made to any Bidder who cannot meet all of the following requirements:

- A. He shall not have defaulted nor turned the work over to the bonding company on any contract within three years prior to the bid date.
- B. He shall maintain a permanent place of business.
- C. He shall have adequate personnel and equipment to perform the work expeditiously.
- D. He shall have suitable financial status to meet obligations incidental to the work.
- E. He shall have appropriate technical experience satisfactory to complete the work involved.
- F. He shall be registered with the Secretary of State to do business in New Hampshire.
- G. He shall have performed satisfactorily on previous contracts of a similar nature.
- H. He shall not have failed to complete previous contracts on time, including approved time extensions.

WITHDRAWAL OF BIDS

Prior to Bid Opening, bids may be withdrawn upon written or telegraphic request of the Bidder provided confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid Opening. Bid documents and security of any Bidder withdrawing his bid in accordance with the foregoing conditions will be returned.

CONTRACTOR QUESTIONS

Questions regarding the project shall be directed to: Mr. Peter Joseph, Town Manager, Town of Lincoln, 148 Main Street, Post Office Box 25, Lincoln, New Hampshire 03251; (603) 745-2757.