

**REQUEST FOR PROPOSAL (RFP)
For
Roofing Services**

CLOSING DATE – OCTOBER 15, 2024 AT 2:00 PM

**INQUIRIES AND PROPOSALS SHOULD BE DIRECTED TO:
Town of Effingham Board of Selectman' Office
68 School Street, Effingham, New Hampshire 03882
Phone: 603-539-7770**

The Town of Effingham is an Equal Opportunity Employer

**PROPOSAL GUIDELINES
TABLE OF CONTENTS**

I. GENERAL INFORMATION

- A. Purpose and Background Information
- B. Who May Respond
- C. Instructions on Proposal Submission

- 1. Closing Submission Date
- 2. Inquiries
- 3. Conditions of Proposal
- 4. Instructions to Prospective CONTRACTORS
- 5. Right to Reject
- 6. Notification of Award
- 7. Terms of Services
- 8. Termination of Services
- 9. Conflict of Interest

II. SCOPE OF SERVICES

Services Required

III. OFFEROR'S TECHNICAL QUALIFICATIONS

- A. Prior Experience
- B. Qualifications
- C. Certifications

V. PROPOSAL EVALUATION

- A. Submission of Proposals
- B. Nonresponsive Proposals
- C. Evaluation
- D. Review Process

CERTIFICATIONS

STANDARD CONTRACT TERMS, CONDITIONS & PROVISIONS

I. GENERAL INFORMATION

A. Purpose and Background Information

This Request for Proposal (RFP) is to contract a professional roofing company.

Effingham is a town in Carroll County, New Hampshire, United States. At the 2020 census, the town population was 1,691. Effingham includes the villages of Effingham Falls, Effingham (Lord's Hill), Center Effingham (Drake's Corner), and South Effingham. Pine River State Forest is in the south.

The proposed work is to be done on the Effingham Fire Station #2 located at 1102 Province Lake Road in Effingham.

The building is 40 feet wide and 80 feet long, with a pitched roof.

B. Who May Respond

Only qualified companies may respond to this RFP. A demonstrated history of working with municipalities is required.

C. Instructions on Proposal Submission

1. Closing Submission Date

Proposals must be submitted no later than **2:00 P.M. on October 15, 2024.**

2. Inquiries

Inquiries concerning this RFP should be directed to the Fire Chief, JT Harmon by email jharmon@effinghamfire.org, or by phone (603) 941-8889.

3. Conditions of Proposal

All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the CONTRACTOR and will not be reimbursed by the Town of Effingham (hereafter referred to as 'TOWN').

4. Instructions to Prospective CONTRACTORS

Your proposal should be addressed as follows:

Effingham Board of Selectman
ATTN: Fire Station #2 Roofing Project
68 School Street, Effingham, New Hampshire 03882
Phone: 603-539-7770

It is important that the CONTRACTOR's proposal be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information:

Request for Proposal: Fire Station #2 Roofing Project

SEALED PROPOSAL

Failure to do so may result in premature disqualification of your proposal. It is the responsibility of the CONTRACTOR to ensure that the proposal is received by TOWN by the date and time specified above. Late proposals will not be considered.

5. Right to Reject

TOWN reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be based upon the factors described in this RFP.

6. Notification of Award

It is expected that a decision selecting the successful company will be made within four (4) weeks of the closing date for the receipt of proposals. Upon conclusion of final negotiations with the successful firm, all CONTRACTORS submitting proposals in response to this Request for Proposal will be informed, in writing, of the name of the successful firm.

7. Terms of Service

TOWN expects to utilize the selected company for a term of up to one (1) year.

8. Termination of Services

TOWN reserves the right to terminate any part of or the entirety of services that may result from this request, without cause and at any time, with ten days written notice. In such case, the CONTRACTOR shall be paid for services rendered through the date on the termination notice, and the result of all such work (including all documents and files) through that date shall become the property of TOWN. The contract shall be non-exclusive for the sole convenience of TOWN.

9. Conflict of Interest

Information of possible conflicts of interest should be provided as part of the qualification response. Such information will be taken into account in making a decision on the selection of the CONTRACTOR. Should a conflict arise during preparation for or while undertaking these services, the CONTRACTOR shall immediately advise TOWN of such conflict.

II. SCOPE OF SERVICES

The roofing company to be contracted by TOWN will be expected to provide the following services:

1. Project work site: 1102 Province Lake Road, Effingham, New Hampshire 03882
2. Prepare one (1) proposal bids for the roofing work:
 - a. Proposal bid to re-roof entire building with metal roofing material, including the roof decking and underlayment.
3. All interested CONTRACTOR(s) or their Representative(s) may request an in-person walk-through of the project by contacting the Fire Chief.

III. CONTRACTOR'S TECHNICAL QUALIFICATIONS

The CONTRACTOR, in its proposal, shall, as a minimum, include the information requested herein:

A. Prior Experience

- Describe the expertise your firm has in providing roofing services to an organization similar to ours.

B. Qualifications

- Provide a narrative stating the reasons why your company should be awarded this contract.

C. Certifications

The CONTRACTOR must sign and include as an attachment to its proposal the Certifications enclosed with this RFP.

IV. PROPOSAL EVALUATION

A. Submission of Proposals

All proposals shall include one copy of the CONTRACTOR's proposal and one copy of the signed Certifications. These documents will become part of the contract.

B. Nonresponsive Proposals

Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:

1. The proposal is not received timely in accordance with the terms of this RFP.
2. The proposal does not follow the specified format.
3. The proposal does not include the signed Certifications.
4. The proposal does not include a valid Certificate of Insurance naming the Town as insured.
5. The proposal does not include a completed IRS W-9 form.

C. Evaluation

In evaluating submission, TOWN shall consider several factors, including but not limited to:

- > Qualifications and experience
- > Experience with similar projects
- > Commitment to service
- > References (including current customer satisfaction with services)

D. Review Process

TOWN reserves the right to enter into a contract without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, which the CONTRACTOR can propose. TOWN contemplates award of the contract to the responsible CONTRACTOR with the highest total points.

CERTIFICATIONS

On behalf of the CONTRACTOR:

1. The individual signing certifies that he/she is authorized to contract on behalf of the legal entity.
2. The individual signing certifies that the legal entity is not involved in any agreement to pay money or other considerations for the execution of this agreement, other than to an employee of the legal entity.
3. The individual signing certifies that the prices in this proposal, bid, or quote have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition.
4. The individual signing certifies that the prices quoted in this proposal/bid/quote have not been knowingly disclosed by the legal entity prior to an award to any other or potential legal entity submitting a proposal, bid, or quote.
5. The individual signing certifies that there has been no attempt by the legal entity to discourage any other or potential legal entity from submitting a proposal, bid, or quote.
6. The individual signing certifies that the legal entity is a properly licensed to do business in the State of New Hampshire.
7. The individual signing certifies that he/she has received, read, and understands all of the information for the proposal, bid, or quote, including the standard terms and conditions, which will become part of the contract.

8. The individual signing certifies that the legal entity, and any individuals to be assigned by the legal entity, does not have a record of substandard work and has not been debarred or suspended from doing work with any federal, state, or local government.
9. The individual signing certifies that the prices submitted in the proposal, bid, or quote are INCLUSIVE of all applicable charges such as but not limited to demolition and waste management, shipping, handling, and taxes.
10. The individual signing certifies that the W-9 is signed by the legal entity's authorized representative and the information provided therein is complete and accurate.

Dated this ____ day of _____, 20 ____.

(CONTRACTOR's Firm Name) _____

(Signature of CONTRACTOR's Representative) _____

(Printed Name and Title of Individual Signing) _____

Standard Contract Terms, Conditions & Provisions
(PLEASE SIGN AND ATTACH TO THE PROPOSAL/BID/QUOTE)

Relationship of Parties: It is understood by the parties that the CONTRACTOR is an independent entity with respect to TOWN, and not an employee of TOWN. TOWN will not provide fringe benefits, including health insurance, paid vacation, or any other employee benefit, for the benefit of the CONTRACTOR or the CONTRACTOR's employees.

Notices: All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, deposited in the United States mail, postage prepaid or email sent with date stamp.

Entire Agreement: The Agreement, with this attachment, contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement and these Terms and Conditions supersede any prior written or oral agreements between the parties.

Amendment: The Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

Change Orders: No Change Orders will be acceptable unless written approval is given by TOWN prior to the work being performed. Any pricing quoted in the CONTRACTOR's proposal should be a "Not to exceed" price and strictly adhered to, unless a Change Order is instigated by a request from TOWN.

Failure of Performance: Should CONTRACTOR fail to satisfy contractual deficiencies within three (3) working days from receipt of TOWN's written notice, then the TOWN, without prejudice to any right or remedies, shall have the right to take whatever steps it deems necessary to correct said deficiencies and charge the cost thereof to CONTRACTOR, who shall be liable for payment of same, including reasonable overhead, profit and attorney's fees.

If the TOWN is held responsible for punitive damages, as a direct result of the CONTRACTOR, the TOWN shall have the right to take whatever steps it deems necessary to correct said deficiencies and charge the cost thereof to CONTRACTOR, who shall be liable for payment of same, including reasonable overhead, profit and attorney's fees.

Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Indemnity: To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless TOWN from all damages, liabilities, losses or expenses, including attorney's fees, from any demands, suits, claims or actions seeking recovery for bodily injury, sickness, disease, death, or for damage to tangible property. This indemnification shall extend to claims caused in whole or in part by any negligent act or omission of CONTRACTOR or any of its agents, employees or SUBCONTRACTORS. This indemnity shall be effective regardless of whether the claim or loss is caused in some part by a party to be indemnified.

Insurance: Prior to the start of CONTRACTOR's Work, CONTRACTOR shall procure and maintain in force for the duration of the Work, Worker's Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance (\$1,000,000 per occurrence, \$1,000,000 aggregate) and all insurance required of TOWN under the Contract Documents. TOWN shall be named as additional insureds on each of these policies as a primary and noncontributing basis, except for Worker's Compensation. A copy of CONTRACTOR's Certificate of Insurance must be submitted with the proposal and be on file with TOWN Board of Selectmen's Office before commencement of Work and will be reviewed for current in-force date again upon completion of Work and prior to final payment for Work. All CONTRACTORS and SBCONTRACTORS shall carry Workers Compensation coverage to the extent required by New Hampshire law.

Waiver of Contractual Right: The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Applicable Law: This Agreement shall be governed by the laws of the State of New Hampshire unless superseded by federal law.

Equal Opportunity: During the performance of this contract, the CONTRACTOR agrees to follow:

1. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, age, religion, disability, political belief, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, disability, political belief, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be prepared by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
2. The CONTRACTOR shall, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin, or political belief.

ADDITIONAL CERTIFICATIONS: By signing the CONTRACTOR agrees to and certifies, if applicable, that:

1. The CONTRACTOR shall be in compliance with the Copeland Act, 18 U.S.C. 874, as supplemented by Department of Labor regulations, 29 CFR part 3, providing that each CONTRACTOR and sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the TOWN.
2. The CONTRACTOR shall take action to ensure that all work is performed in accordance with OSHA guidelines and OSHA required record keeping and training is current and ongoing.

3. The CONTRACTOR shall be in compliance with the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). violations shall be reported to the HHS and the appropriate Regional Office of the Environmental Protection Agency.
4. The CONTRACTOR shall to the best of its knowledge or belief, not be currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal or state agency, and are not currently or previously been indicted or convicted either civilly or criminally by a governmental entity (local, state or federal) for violations of procurement, consumer, and/or felony statutes. The CONTRACTOR is not listed in the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs.
5. The CONTRACTOR shall include the provisions of paragraphs (1) through (5) in every subcontract or purchase order over \$100,000 unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions shall be binding upon each SUBCONTRACTOR or vendor.
6. In the event of the CONTRACTOR'S noncompliance with the above terms, conditions, and certification or with any state or federal rules, regulations, or orders, this agreement may be canceled, terminated, or suspended, in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts.

I have read the above and agree to abide by these terms and conditions. I further, by my signature, certify that I am an authorized representative of the CONTRACTOR with authority to obligate such to comply with the above.

Executed this ____ day of _____, 20__

By:
 CONTRACTOR Company _____ Date _____

By:
 Agency _____ Date _____
 TOWN of Effingham