



Manchester Water Works

281 Lincoln St.

Manchester, NH 03103

603-624-6494

Request for Proposal

Proposal # FY21-804-08

Sealed Proposals will be received at the Manchester Water Work office, 281 Lincoln St., Manchester, New Hampshire, before or at 2pm prevailing time of the 2nd day of November, 2020 for the following items:

Storage Warehouse Structure

Questions regarding this Request for Proposal should be expressed in writing and directed to Phil Croasdale at pcroasdale@manchesternh.gov.

The Board of Water Commissioners reserves the right to waive any irregularities, reject any or all Proposals, and to accept the Proposal that appears to be in the best interest of Manchester Water Works. Failure to submit all information called for may be sufficient grounds for disqualification.

Philip W. Croasdale
Director, Manchester Water Works

GENERAL:

1. Proposals will be received by the Manchester Water Works at the place and until the time specified in the Request for Proposal and then publicly read aloud for the information of Proposers and other properly interested parties who may be present either in person or by representative.

NO PROPOSALS WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED.

2. The following meanings are attached to the defined words when used in this document:
 - a. The word **“Proposer”** means the person, firm, or corporation submitting a Proposal on these specifications or any part thereof.
 - b. The word **“Contractor”** means the person, firm, or corporation with whom the Contract is being made by carrying out the provisions of this Sealed Proposal Request and the Contract.
 - c. The words **“firm price”** shall mean a guarantee against price increase during the life of the Contract.
3. Strict compliance with the requirements of the Request for Proposal, terms and conditions, and the specifications is necessary. All destinations and prices shall be fully and clearly set forth. All blank spaces must be filled in. For the convenience of Proposers, additional Request for Proposal are available at no cost and on demand at the City of Manchester Purchasing website:

www.manchesternh.gov/bids

4. Each Proposal must give the full business address of Proposer and be signed by him with his usual signature. Proposals by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the legal name of the corporations, followed by the state of incorporation and by the signature and title of president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A Proposal by a person who affixes to his signature the word “president”, “secretary”, or “agent”, or other title without disclosing is principal may be held to be the Proposal of the individual signing. When requested by the Manchester Water Works, satisfactory evidence of authority of the officer signing on behalf of the corporations shall be furnished.
5. Proposals must be securely sealed in a suitable envelope, addressed and clearly marked on the outside as follows:

Storage Warehouse Structure
FY21-804-08
November 2, 2020 2:00pm

PLEASE NOTE: MANCHESTER WATER WORKS IS NOT RESPONSIBLE FOR BIDS NOT PROPERLY MARKED.

6. No oral interpretations will be made to any Proposer as to the meaning of the specifications or terms and conditions of the sealed Request for Proposal. Every request for such interpretation or request for change in the specifications or terms and conditions shall be made in writing to:

Pcroasdale@manchesternh.gov

And shall be done so five (5) or more working days before the date fixed for the opening of Proposals. Every interpretation made to a Proposer will be in the form of an addendum to the Request for Proposal which, if issued, will be posted promptly as practical on the City of Manchester Purchasing website;

www.manchesternh.gov/bids

It is the Proposers responsibility to check the website for addendums prior to submission to ensure a complete Proposal package. MWW will not be held responsible for missing information on the Proposers part. All such addenda shall become part of the Request for Proposal.

7. Proposals that are incomplete, not properly endorsed or signed, or otherwise contrary to these instructions may be rejected as informal by the Board of Water Commissioners. The Proposal must be filled out completely and accurately. Please explain in detail any exceptions or deviations taken on this bid. Separate pages may be used if required.
8. Conditional Proposals will not be accepted.
9. As Manchester Water Works is exempt from the payment of Federal excise taxes, all prices quoted herein are not to include these taxes.
10. All prices and delivery times quoted must be firm, FOB destination, City of Manchester, New Hampshire, unless otherwise indicated by Manchester Water Works.
11. Proposals shall include all charges for mobilization, delivery, packing, crating, containers etc. Unless otherwise stated by the Proposer, prices quoted will be considered as being based on delivery to the destination designated, including any and all freight and packing charges.
12. Unless otherwise stated by the Proposer, the Proposal will be considered as being in strict accordance with the specifications outlined in this Request for Proposal. References to a particular trade name, manufacturer's catalogue, or model number, are made for descriptive purposes to guide the Proposer in interpreting the requirements of Manchester Water Works. They should not be construed as excluding Proposals on other types of materials, equipment and supplies. However, the Proposer, if awarded a Contract, will be required to furnish he particular item referred to in the specification or descriptions unless a departure or substitution is clearly noted and described in the Proposal.

13. Should the successful Proposer fail to make delivery or complete the contract within the agreed upon timeframe Manchester Water Works reserves the right to assess liquidated damages in the amount of \$200 per day.
14. Manchester Water Works reserves the right to postpone the delivery date to allow for any change in operating conditions or for any other cause not now foreseen. In the event Manchester Water Works elects to exercise this right, all prices quoted pursuant to this Request for Proposal will remain firm, and Manchester Water Work shall incur no additional obligation to the Contractor on account of any delay of delivery date ordered.
15. The Proposer must certify that no official or employee of Manchester Water Works or State of New Hampshire has a pecuniary interest in the Request for Proposal or Contract that the Proposer offers to execute or in the expected profits to arise therefrom, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a Proposal.
16. Proposals may be withdrawn upon written or electronic request received from Proposer prior to the time affixed for opening. Negligence on the part of the Proposer in preparing the Proposal confers no right for the withdrawal of the Proposal after it has been opened.
17. The Board of Water Commissioners reserves the right to waive any informality in Proposals, to reject any and all Proposals wholly or in part, and to make awards in a manner deemed in the best interest of Manchester Water Works.
18. Awards will be made to the “lowest responsible Proposer” quoting the lowest net price in accordance with the specifications. In determining the “lowest responsible Proposer”, the following shall be considered:
 - a. The ability, capacity, and skill of the Proposer to perform the Contract or provide the services required.
 - b. Whether the Proposer can perform the Contract or provide the service promptly or within the time specified, without delay or interference.
 - c. The character, integrity, reputation, judgement, experience and efficiency of the Proposer.
 - d. The quality of performance of previous contracts or services.
 - e. The previous and existing compliance by the Proposer with laws and ordinances relating to the Contract or service.
 - f. The sufficiency of the financial resources and ability of the Proposer to perform the Contract or provide the service.
 - g. The quality, availability, and adaptability of supplies or contractual services to the particular use required.
 - h. The ability of the Proposer to provide future maintenance and services for the use of the subject of the Contract.
 - i. The number of scope of conditions attached to this Proposal.

19. Manchester Water Works reserves the right to make awards on this Proposal by item or to accept all or part of the Proposal or prices quoted. In addition, Manchester Water Works reserves the right to award materials on the basis of the lowest total cost of the Proposal item to Manchester Water Works, including the cost of transportation to and from the source. In cases where two or more Proposers have the same net bid, Manchester Water Works may give preference to firms located close to the City of Manchester, NH as long as all other criteria set in time 18 above are equal.
20. The Contract Agreement will be in the form customarily employed by Manchester Water Works and will incorporate the Request for Proposal and terms and conditions of this Request for Proposal. A copy of the Contract Agreement is attached hereto.
21. The Proposer, if awarded an order or Contract, agrees to protect, defend and hold the City of Manchester, Manchester Water Works, MWW's officers, director, partners, employees and agents harmless against any demand for the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or Contract.
22. The Proposer, if awarded an order or Contract, agrees to defend, indemnify, and hold harmless the City of Manchester, Manchester Water Works, MWW's officers, directors, partners, employees and agents from all damages to life and property arising out of the performance of this Contract due to the Bidder's negligence, that of his employees, subcontractors, etc., or due to the negligence of Manchester Water Works, it's employees, representatives, agents, etc.

WARRANTY/GUARANTEES:

23. The Proposer to whom a Contract is awarded guarantees to Manchester Water Works that all items furnished under this contract shall be free of defects in design, materials and workmanship and for a period of one year after final inspection and acceptance, a 10-year panel warranty and 20-year warranty against rust for metal structures or 20-year warranty on the tensioned fabric building structure. The Proposer/Contractor shall repair or replace, at the sole option of, and no additional cost to Manchester Water Works for any work found to be defective within said warranty period. Such repair or replacement shall include the cost of removal and reinstallation.

METHOD OF PAYMENT:

24. Payments: Payments shall be made within 15 – 45 days of delivery and acceptance of contracted item(s) or upon receipt of a verified claim for payment, whichever is later. Payment will only be made for work that has been completed.
25. The Proposer, if awarded an order or Contract, agrees to provide the City proof of Federal Identification Number (IRS Code Section 6732). Acceptable forms of documentation are; a copy of a Federal tax depository ticket, copy of IRS label showing name and Federal ID Number, IRS letter of taxpayer Identification Number assigned, other correspondence from the IRS with both individual/business name and Federal

Identification or stationery/bills with Federal ID Number (and firm name and address) PREPRINTED on it. Any impertinent information may be blackened out before sending to the City. Copies of tax returns must show taxpayer section and signature.

26. Any vendor who receives an order or orders resulting from this invitation agrees to submit a Safety Data Sheet (SDS) for each toxic or hazardous substance or mixture containing such substance pursuant to RSA 277-A when deliveries are made. The Vendor agrees to deliver all containers properly labeled pursuant to RSA 277-A. Failure to submit an SDS and/or label on each container will place the vendor in noncompliance with the contract. Failure to submit SDS and/or labels on each container may result in civil or criminal penalties, including Proposal debarment and action to prevent the vendors furnishing substances or mixtures. Vendors are cautioned to obtain and read the law reference above.

**FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN
THE CANCELLATION OF AN ORDER OR CONTRACT**

Manchester Water Works
281 Lincoln Street
Manchester, NH 03103

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 2020, by and between Manchester Water Works, hereinafter called the "OWNER", acting herein through its Director, Philip W. Croasdale and _____ doing business
(Name of Corporation or Partnership or Individual)
at _____ of _____ county
of _____ and State of _____, herein after called the "CONTRATOR".

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned, the Contractor agrees with the Owner to furnish services described as follows;

Construction of Storage Warehouse Structure

The Contractor agrees to furnish all materials, equipment, superintendence, labor, insurance, and other accessories and services necessary to complete the said work in accordance with the enclosed specification on or before _____ for the not-to-exceed fee of:

\$ _____

Witness

By: _____
Director, Manchester Water Works

Witness

Witness

By: _____
Authorized Representative

Witness

Title

Address

INDEMNIFICATION AND INSURANCE REQUIREMENTS:

Inconsideration of the utilization of Proposers services by the City of Manchester, Manchester Water Works (MWW) and other valuable consideration, the receipt of which is hereby acknowledged, Proposer agrees that all persons furnished by Proposer shall be considered the Proposer employees or agents and that Proposer shall be responsible for payment of all unemployment, social security and other payroll taxes including contributions from them when required by law.

Proposer shall indemnify MWW from claims caused by Proposers negligence.

To the fullest extent permitted by law, Proposer shall indemnify and hold harmless the City of Manchester, MWW, MWW's officers, directors, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Proposer or Proposers officers, directors, partners, employees, agents and Proposers Consultants in the performance and furnishing of Proposers services under this Agreement.

MWW shall indemnify Proposer from claims caused by MWW's negligence.

To the fullest extent permitted by law, MWW shall indemnify and hold harmless Proposer, Proposer officers, directors, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the city of Manchester, MWW or MWW's officers, directors, partners, employees, agents and MWW's Consultants with respect to this Agreement or the Project.

Proposer agrees to maintain in full force and effect:

- A. Comprehensive General Liability insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be \$1,000,000 each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability; \$1,000,000 annual aggregate personal injury liability.
- B. Automobile liability insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be \$1,000,000 each accident, combined single limit for bodily injury and property damage.
- C. Worker's Compensation insurance whether or not required by the New Hampshire Revised Statutes as amended, with statutory coverage and including employer's liability insurance with limits of liability of at least \$100,000 for each accidental injury and, with respect to bodily injury by disease, \$100,000 each employee and \$500,000 per policy year.

- D. Professional Liability insurance covering acts of errors, or omissions committed in connection with or arising directly or indirectly out of the services being provided to MWW. The limits of liability carried on such insurance shall be \$1,000,000 each claim and \$1,000,000 per policy year.
- E. Any and all deductibles on the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Proposer.
- F. Insurance companies utilized must be admitted to do business in New Hampshire or be on the Insurance Commissioner's list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of Best's Key Rating Guide.
- G. Proposer agrees to furnish certificate(s) of the above mentioned insurance to MWW within fourteen (14) days for the date of this agreement and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall, with respect to comprehensive general liability and auto liability insurance, name the City of Manchester and Manchester Water Works as additional insured (except Worker's Compensation) and, with respect to all policies shall state that in the event of cancellation or material change, written notice shall be given to Manchester Water Works 281 Lincoln Street, Manchester, NH 03103, at least thirty (30) days in advance of such cancellation or change.
- H. The purchase of the insurance required or the furnishing of the aforesaid certificate shall not be a satisfaction of Proposers liability hereunder or in any way modify the Proposers indemnification responsibilities to the City of Manchester and Manchester Water Works.

GENERAL PURPOSE

Manchester Water Works is requesting sealed Proposals for contracting service for the construction and installation of a 75' x 125' (approximate size) metal, or tensioned fabric building structure on a concrete slab at a pre-determined location near the Water Treatment Plant located at 1581 Lakeshore Road Manchester, NH 03109.

PROJECT AREA

Approximate size of location is 90' x 215'.



Picture above is not to scale, for illustrative purposes only.

SCOPE OF WORK

All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from the specifications involving extra cost will be executed upon written orders.

Project Details:

- Grade out, form and pour concrete pad for 75' x 125' (approximate size) building

Building Structure:

- Size: 75' x 125' (approximate size) built to State and City of Manchester Building Code
- Gable Roof with 4:12 pitch to minimum snow load
- Two (2) garage doors 16 wide x 14 high (one on each end)
- One (1) man walk in door

Electrical Service:

- Connect building structure to electrical current (MWW may elect to complete this step if price is more than budgeted, please separate cost on Proposal).
 - Wall outlets
 - Interior lighting
 - Exterior lighting

Proposals must present evidence of the firm's qualifications and experience with designing and building similar structures.

RESPONSE FORMAT

Responses to this RFP shall contain the following:

- 1) A Technical Proposal consisting of:
 - a. A cover letter expressing the firms interest in working with Manchester Water Works including identification of the principal individual(s) that will provide requested services;
 - b. A description of the approach to be taken toward completion of the project, an explanation of any variances to the proposed scope of work as outlined in the RFP, and any insights into the project gained as a result of developing the proposal;
 - c. A design is to be included showing plans, elevation and specifications for materials;
 - d. A scope of work that includes steps to be taken, materials to be used, and include any major deviation from MWW scope outlined above and why;
 - e. A proposed schedule that indicates project milestones and overall time for completion;
 - f. A list of individuals that will be committed to this project and their professional qualifications. The names and qualifications of any sub-consultants shall be included in this list;
 - g. Demonstration of success on similar projects, including a brief project description and a contact name and address for reference.

- 2) A Cost Proposal consisting of:
 - a. A not to exceed price for the work outlined in the contractor portion for the scope of work, to include:
 - i. Cost of installing concrete pad
 - ii. Cost of Storage Warehouse Structure
 - iii. Cost of Installation of Structure
 - iv. Cost of Electrical work
 - b. A proposed payment schedule listing project milestones and percentage of above number requested at each of those points.

GENERAL OUTLINE

A general outline of project tasks is provided below. It is expected however that the contractor will offer a scope of work and will work with Manchester Water Works to modify the content as needed to better achieve the projects goals. This outlines the tasks that Manchester Water Works is planning on completing.

- 1) Proposal Submission – (Contractor)
Potential contractors shall submit a Proposal according to the requirements contained herein. Proposers may request an appointment to view the location for the new structure by contacting Phil Croasdale at pcroasdale@manchesternh.gov.
- 2) Review Phase – (MWW)
Manchester Water Works will review all Proposals and may request a meeting with Proposers to further clarify submissions to ensure accurate and fair comparisons can be made.
- 3) Proposal Selection – (MWW)
Manchester Water Works will make a recommendation to the Board of Water Commissioners at their scheduled meeting to be held on Thursday December 17th, 2020 at 3:25pm.
- 4) Design Phase (Contractor and MWW)
Contractor will work with Manchester Water Works in developing final building plans, and come to a mutually acceptable contract period.
- 5) Rough Site Work (MWW)
Manchester Water Works will use their own forces to prepare the site for construction including grubbing, installation of suitable base material, and bringing electricity to the work site.
- 6) Concrete Work (Contractor)
Contractor will pour and finish concrete slab.
- 7) Building Construction/Installation (Contractor)
Contractor to supply all materials, tools, equipment and labor for construction and installation of Storage Warehouse Structure.
- 8) Construction Completion (Contractor)
Contractor will complete installation according to City building codes.
- 9) Finish Site Work (MWW)
Manchester Water Works will finish grade site, loam and seed all exposed areas.
- 10) Final Walk Through
Punch list items will be identified and once complete final payment will be issued.