REQUEST FOR PROPOSALS

Limited Use/Limited Application Elevator
Purchase and Installation

NOVEMBER 24, 2020
TOWN OF BRISTOL
5 School Street | Bristol, NH 03222
1. Objective:
The Town of Bristol (Town) is inviting qualified companies to submit proposals for the purchase and installation of a two-stop Limited Use/Limited Application Elevator (LULA) at the Town Office located at 5 School Street, Bristol, NH. This project is funded in part by a grant from USDA Rural Development Community Facilities program and all rules and federal guidelines pertinent to the agency apply.

2. Project:
The Town performed provided significant renovations to the Town Office in 2019, and the following work has already been completed:

- Construction of the shaftway
- Blocking on the rail wall
- All site prep work
- Pit
- Preliminary electrical, telecom and heat sensor wiring
- Construction of the mechanical room

Work will be overseen by the Town’s architect – meetings will include a construction kick off, progress check-ins and close out. Per USDA RD rules, full payment to the selected company will be made at the completion of the project following a satisfactory inspection by the Town’s architect and Land Use Officer.

The following work will be completed by the Town prior to or during the LULA installation:

- Demolition of walls for LULA doorway
- Drywall and any site finish work
- Final electrical, telecom and heat sensor connections
- Painting

Architectural drawings of the Town Office and LULA shaft can be found on the Town website at [https://www.townofbristolnh.org/home/pages/bids-rfps](https://www.townofbristolnh.org/home/pages/bids-rfps).

LULA specifications include, but are not limited to:

- 42x54 cab size
- 1,400 pound capacity
- 2 stops
- Same side exit/enter configuration
- 1 year minimum labor warranty
- 3 year minimum major warranty
- Preventative maintenance program
This elevator shall be designed and tested in accordance with ICC/ANSI 117.1, NEC and ASME A17.1 Guidelines.

All designs, clearances, construction, workmanship and installation shall be in accordance with the requirements and code adopted by the authority having jurisdiction.

This LU/LA elevator shall be subject to local and state approval prior to and following installation. Provide passenger elevator in compliance with:

- ASME A17.5 6 Elevator and Escalator Electrical Equipment.
- Requirements of Americans with Disabilities Act.

The complete list of LULA specifications can be found on the Town website at [https://www.townofbristolnh.org/home/pages/bids-rfps](https://www.townofbristolnh.org/home/pages/bids-rfps).

3. Site Visit:
A site visit will be conducted on December 9, 2020, 1:00-2:00pm for any company wishing the view the site. Due to COVID-19, all attendees will be pre-screened and must wear face coverings during the site visit.

4. Proposal Format:
Companies should organize proposals into the following sections:

A. Professional Qualifications:
   - Full name and address of your company
   - Name of the project manager and any key personnel that will be employed in the work
   - History of the company, in terms of length of existence and types of services provided

B. Past Involvement with Similar Projects:
   - Provide two examples of previous projects that are currently operational today including the company/agency name, address, telephone number and contact person

C. Proposed Work Plan
   - Provide a description of how the company intends to provide the services requested in this RFP. This discussion should include: how the project will be managed and scheduled, how and when information will be delivered to the Town, communication and coordination

D. Fee Proposal:
   - Provide cost as a lump sum and on a “not to exceed basis.”
• Costs in this RFP are to remain in effect for a period of 60 days from opening date of the proposal and are to remain firm once proposal is awarded to the successful company.

E. Authorized Negotiator:
• Include the name, phone number, and e-mail address of the person in your company authorized to negotiate the agreement with the Town.

5. Proposal Submission:
All proposals are due and must be emailed to the Town on or before, December 16, 2020, at 12:00 p.m. Proposals submitted late will not be considered or accepted.

Each respondent must submit a digital copy of the proposal in PDF format by email to Town Administrator Nik Coates at townadmin@townofbristolnh.org.

6. Questions and Clarifications:
All questions regarding this RFP shall be submitted via e-mail to townadmin@townofbristolnh.org. No phone calls.

Should any prospective company be in doubt as to the true meaning of any portion of this RFP, or should the company find any ambiguity, inconsistency, or omission therein, the company shall make a written request for an official interpretation or correction by the due date above.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to the Bids/Proposals page of the Town’s website and shall be the company’s responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the Town shall become part of the RFP and must be incorporated in the proposal where applicable.

7. Proposal Openings:
Proposals will be opened by the Town Administrator as they are received and taken under advisement at that time. No immediate decisions will be rendered. A selection committee will evaluate the proposals and will make recommendations to the Select Board and Town Administrator at the January 7, 2021, Select Board meeting. Negotiations will commence thereafter with the company chosen by the Select Board and Town Administrator.

8. Confidentiality & RFP Ownership:
All responses to the RFP will become the property of the Town of Bristol and will not be returned. New Hampshire State Law (reference NH Revised Statutes Annotated Chapter 91-A, Access to Governmental Records) all materials received or created by the Town are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other information submitted by a vendor to the Town.
NH RSA 91-A requires that public records must be promptly disclosed by the Town upon request unless that NH RSA 91-A or another NH RSA specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in NH RSA 91-A.

If you believe any of the records you are submitting to the Town as part of your informational material are exempt from disclosure, you can request that they not be released before you receive notification. To do so, you must contact Town Administrator Nik Coates. You should very clearly and specifically identify each record and the exemption(s) that may apply.

9. Cost Liability:
The Town assumes no responsibility or liability for costs incurred by the company prior to the execution of an Agreement. The liability of the Town is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, company agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

10. Debarment:
Submission of a proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the Town will be notified of any changes in this status.

11. Proposal Protest:
All proposal protests must be in writing and filed with the Town Administrator within five (5) business days of the award action. The company must clearly state the reasons for the protest. The Town Administrator will provide the company with the appropriate instructions for filing the protest. The protest shall be reviewed by the Town Administrator, whose decision shall be final.

12. Reservation of Rights:
1. The Town reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.

2. The Town reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by the Town to be in its best interest.

3. The Town reserves the right to request additional information from any or all companies.

4. The Town reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.

5. The Town reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The Town reserves the right to select one or more companies to perform services.

7. The Town reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the company of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.

8. The Town reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

13. Performance Clause:
In the event that the successful awarded proposer/Town should default in the observance of the stipulations set forth in this RFP and any attachments thereto and such default is not corrected within 30 days of written notice from either party, the successful awarded proposer/Town shall have the option of canceling the proposal.

14. Contractual Obligations:
In the event that contracts for the supply of materials, equipment, or services are required under the bid, the Town reserves the right to review said contracts and amend to comply with Town legal requirements prior to signing by the appointed representative of the Town.

15. Other information:
Respondents will not be compensated for their development, submission and potential interviews associated with the RFP response and selection process.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the company’s response shall be documented and included as part of the final contract.

The Town reserves the right to award part or the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in the Town’s sole judgment, the best interests of the Town will be so served.

This RFP and the selected company’s response thereto, shall constitute the basis of the scope of services in the contract by reference.

The Town will not be liable to any company for any unforeseen circumstances, delivery, or delays. Companies are responsible for submission of their proposal. Additional time will not be granted to a single company. However, additional time may be granted to all companies at the discretion of the Town.
Proposals that fail all required documentation in complete form upon proposal opening will be deemed non-responsive and will not be considered for award.

This project is funded by a US Department of Agriculture Rural Development Community Facilities grant and Town appropriation. Therefore, it is subject to the Federal laws and regulations associated with that program. Davis-Bacon wage provisions are not required as part of this project.
ATTACHMENT I

INSURANCE

Any successful bidder is expected to procure and maintain the following minimum insurance coverage, which shall be in effect for the duration of the Bristol project, on an occurrence basis with insurance companies rated “B+” or better by A.M. Best rating service:

<table>
<thead>
<tr>
<th>Coverages</th>
<th>Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker’s Compensation Insurance</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employer’s Liability Insurance</td>
<td>$1,000,000 Per Occurrence</td>
</tr>
<tr>
<td>Comprehensive General Liability</td>
<td>$1,000,000 Per Occurrence</td>
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<tr>
<td></td>
<td>$2,000,000 General Aggregate</td>
</tr>
<tr>
<td>Comprehensive Automobile Liability</td>
<td>$1,000,000 Per Occurrence</td>
</tr>
<tr>
<td>Comprehensive Excess Umbrella</td>
<td>$4,000,000 Per Occurrence</td>
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Upon an award of the project, the successful bidder shall furnish the Town with certificates of insurance or other evidence, satisfactory to the Town, that such insurance has been obtained and is in full force and effect. At least thirty (30) days prior to the expiration of any of the insurance policies required herein, the company shall furnish to the Town certificates of insurance, in accordance with the terms hereof, showing the renewal of such insurance for a period equal to at least the earlier of (a) the completion of the Bristol project; or (b) one year from the date of expiration of the then current insurance policies.

The insurance policies required herein shall be endorsed with, and the certificates of insurance shall contain, the following language:

“The Town of Bristol, New Hampshire is named as additional insureds with respect to the comprehensive general, excess umbrella and automobile liability policies set forth herein.”

The certificates shall also contain the following express obligation:
“In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder.”