



Lebanon Airport

5 Airpark Road
West Lebanon, NH 03784

REQUEST FOR PROPOSALS

Lebanon Airport Boiler Replacement- 5 Airpark Road, West Lebanon, NH

1. General:

The City of Lebanon, New Hampshire (hereafter referred to as the CITY) is seeking the services of a Contractor (hereafter referred to as the CONTRACTOR) lawfully engaged in the practice of these services in New Hampshire for Boiler Replacement at 5 Airpark Road, West Lebanon, NH. Interested CONTRACTORS should respond to this request on or before the time due for submission.

Following the receipt of the proposals, CITY staff shall evaluate the proposals and review for selection, Emphasis in selecting a CONTRACTOR shall be placed on the CONTRACTOR's ability to complete the work in the time frame requested.

2. Statement Submission:

In order to be considered responsive, proposals must be submitted to:

Chris Christopoulos, Jr., Airport Manager
5 Airpark Road
West Lebanon, NH 03784
603.298.8878
airport.manager@lebanonnh.gov

Proposals must be received no later than, September 27, 2019, to be eligible for consideration by the CITY. Proposals shall be submitted in a sealed envelope, which is clearly marked "**City of Lebanon, Airport Boiler Replacement**".

3. Guidelines for Prospective CONTRACTOR:

It is the policy of the CITY that Contracts be awarded only to responsible CONTRACTORS. In order to qualify as responsible, a prospective CONTRACTOR must meet the following standards as they relate to this request:

- a. Have the 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, equipment, and facilities;
- c. Be able to comply with the proposed or required time of completion or performance schedule;
- d. Have a satisfactory record of performance and documented successful completion of similar projects.



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4. Timetable/Submittal:

Proposals:	Due: September 27, 2019 at 4 pm
Selection:	On or about: October 6, 2019
Work Schedule:	Completion: December 31, 2019

5. Limitations:

This Request for Proposals does not commit the CITY 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 CITY 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 Request for Proposals, if in the best interest of the CITY to do so. The quantities that will be awarded depend on final proposal pricing and budget limitations.

6. Revisions to the Request for Proposals:

Any questions or inquiries must be submitted in writing and must be received by **Chris Christopoulos, Jr., Airport Manager**, no later than seven (7) calendar days before the proposal date in order to be considered. Any changes to the work scope will be provided to all CONTRACTORS of record.

Sections 7 through 20 are shown for the information of the proposed CONTRACTOR and will be part of the Terms and Conditions governing the Contract.

7. Insurance:

The CONTRACTOR shall, at its sole expense, obtain and maintain the following types of insurance, with an insurance company licensed to do business in the State of New Hampshire with a financial rating of A- or better in "Best's Insurance Guide", and for the following minimum amounts:

	Limits
A. Workers' Compensation	Per New Hampshire Statute
B. Employer's Liability Insurance	\$1,000,000
C. Comprehensive General Liability	\$1,000,000 per occurrence/ \$2,000,000 in the aggregate
D. Comprehensive Automobile Liability	
Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 in the aggregate
Property Damage	\$2,000,000 in the aggregate
E. Comprehensive Liability	\$5,000,000 in the aggregate
Umbrella Coverage	

Prior to the start of Work, the Consultant shall provide Certificates of Insurance to the CITY showing policy coverage of all of the above types of insurance with the coverage and limits as indicated above and, thereafter, on an annual basis for the duration of this Agreement and also at the termination of the Agreement, as evidence that policies providing the required coverage, conditions, and limits are in full force and effect for the required period of time. Such Certificates shall identify this Agreement and contain provisions that coverage will not be cancelled or materially altered until at least thirty (30) days prior written notice has been given to the CITY.

The CITY, to include its officers, agents, and employees, shall be named as an additional insured on all insurance required under this Agreement except for Professional Liability.



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8. Contract Award:

Any Contract entered by the CITY shall be in response to the proposal and subsequent discussions. The award shall be based on adequate financial resources for performance, or ability to obtain such resources; possession of the necessary experience, organization, technical and professional qualifications, skills, equipment and facilities; ability to comply with proposed or required time of completion or performance; and possession of a satisfactory record of performance and cost. **The Contract shall be a 'Not to Exceed' without prior written approval.**

9. Title VI Solicitation Notice:

The Lebanon Airport (City of Lebanon), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

10. Modifications After Award:

The CITY reserves the right to incorporate quantity modifications which may be required. The CONTRACTOR will incorporate these changes at no additional fee cost but may protest such action and not be bound by any such request if they can prove that the timing or extent of the modification implies a major effort on their part.

11. Payment Schedule:

Invoices are due in duplicate and payable monthly by the third Friday of the following month.

Invoices are to be for the actual dollar value of the services provided.

Unless otherwise stated, payment will be net thirty (30) days after the receipt of a correct invoice for reasonable work allocable to the contract or after date of acceptance of work that meets contract requirements.

12. Dispute Resolution:

Any controversy arising out of or relating to this Agreement or the breach hereof shall be resolved in the following manner:

First, the parties will attempt to resolve such disputes through direct negotiations between appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties will attempt to resolve any remaining dispute by formal non-binding mediation conducted in accordance with rules and procedures to be agreed upon by the mediator and parties. Third, if any controversy arising out of or relating to this Agreement remains unresolved after the above steps, it may be resolved by arbitration or by a judicial process at the Grafton County Superior Court. If the parties choose arbitration, they shall define and agree on the scope of the disputed issue in writing and then select an arbitrator. In the event the parties are unable to agree on the issue and scope of dispute prior to submission to arbitration, the dispute will be resolved in court.



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If there is agreement to proceed with arbitration, the arbitrator shall adopt appropriate arbitration rules similar to the American Arbitration Association or any other arbitration procedure. The place of arbitration shall be in Lebanon, New Hampshire. The arbitration hearing shall be held within thirty (30) days after the notice of arbitration is delivered by one party to the other party, unless otherwise agreed. In the event the parties are unable to agree on an arbitrator, application can be made to the Grafton County Superior Court under RSA Chapter 542. The arbitrator shall have the power to interpret any provision of the Agreement contained herein but not the power to amend, reform or revise the Agreement. Any errors of law in any award of an arbitrator shall be reviewable in an appeal to the superior court as if brought there in the first instance, in addition to those issues reviewable under RSA Chapter 542.

13. Termination by Default:

In the event the CONTRACTOR shall fail to perform as required under this Contract, the CITY shall then give notice to the CONTRACTOR in writing describing the default, the action to cure the default, and the time within which the default is to be cured. If the CONTRACTOR does not cure the default within the time prescribed by the CITY, then the CITY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR of the termination and specifying the effective date. In the event of the termination, all finished or unfinished documents, data, programs, and reports prepared by the CONTRACTOR shall, at the option of the CITY, become its property. If the contract is terminated by the CITY, the CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the services covered by the Contract, less payments previously made and less payments made by the CITY to another contractor to complete the Contract.

14. Termination for Convenience of the CITY:

The CITY may terminate the Contract at any time by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and materials, at the option of the CITY become its property. If the Contract is terminated by the CITY as provided herein, the CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the services covered by the Contract, less payments previously made by the CITY.

15. Indemnification:

The CONTRACTOR shall fully indemnify, defend (with counsel acceptable to the CITY), hold harmless and reimburse (collectively "indemnify" and "indemnification") the CITY and its employees, officers, representatives, and agents (collectively "Indemnified Party") from and against any and all claims, demands, actions, suits, damages, losses (including without limitation, loss of use), settlements, judgments, liabilities, obligations, penalties or fines, defenses, proceedings, cost disbursements or expenses of any kind or nature whatsoever, including without limitation, attorneys' and experts' fees, investigative and discovery costs, and court costs at all levels, which may at any time be imposed upon, incurred by, asserted against, or awarded against the CITY, arising out of or resulting from the acts or omissions of the CONTRACTOR related to its performance under this Agreement. Without limiting the foregoing, any and all claims relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof), or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnification hereunder. In the event the CONTRACTOR is requested but refuses to honor the indemnification obligations hereunder, the CONTRACTOR shall, in addition to all other obligations, pay to the CITY the cost of bringing any action at law or in equity, including but not limited to attorneys' fees, to enforce this indemnity. This obligation to indemnify as provided herein shall survive the termination or expiration of this



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Agreement and said obligation of indemnification shall not be limited or diminished by the presence or absence of insurance required hereunder, or otherwise.

Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of any immunities of the CITY, which immunities are hereby reserved to the CITY.

16. Contract:

The Contract between the City of Lebanon and the CONTRACTOR shall consist of (1) the Request for Proposals (RFP) and any amendments thereto, and (2) the CONTRACTOR's proposal submitted in response to the RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and referenced in the request for proposal shall govern. However, the City of Lebanon reserves the right to clarify any contractual relationship in writing with the concurrence of the CONTRACTOR, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the CONTRACTOR'S proposal. In all other matters not affected by the written clarification, if any, the request for proposal shall govern. The CONTRACTOR is cautioned that his proposal shall be subject to acceptance without further clarification.

17. Introduction and Background:

Work shall be complete by December 31, 2019. Projected work schedule to be provided after selection and prior to commencement of work.

The City of Lebanon, NH (CITY) is soliciting proposals from qualified Contractor to remove and replace existing boilers at the Lebanon Airport Terminal Building.

17.1 SCOPE OF SERVICES

Comply with all State and Federal laws and regulations, including wage, labor, OSHA requirements, and appropriate safety measures.

17.1.1 Remove existing oil-fired boilers (4) and replace with (2) multi-fuel Propane/Fuel Oil type boilers.

17.1.2 Install new hot water heater to serve terminal area only.

17.1.3 Provide all materials and equipment and perform all labor required to install complete and operable mechanical systems and as required by code.

17.1.4 Provide all equipment, accessories, supports, fittings, and all other incidental material needed for the complete and operating installation.

17.1.5 Obtain all necessary fees, permits, and approvals as required by the work.

17.1.6 Provide hazardous waste removal and abatement according to current Federal & State standards.

17.1.7 Work Hours

7 AM -5 PM or as agreed upon my Airport Management.

17.2 PROJECT COMMENCEMENT

No later than forty-five (45) days following mutually agreed upon written schedule, purchase order, and the date of the notice to proceed. FINAL COMPLETION December 31, 2019.



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17.3 SUBMITTAL REQUIREMENTS

- 17.3.1 CONTRACTORS shall familiarize themselves with the requirements of the Project prior to submitting a proposal for the project. Site visits are available during normal business hours (8AM-4PM) by contacting the Airport Manager's Office at 603.298.8878.
- 17.3.2 Submittals shall include a description of the CONTRACTOR's Information, Qualifications, and Experience including, but not limited to:
- 17.3.3 An Introductory letter, which includes the CONTRACTOR's name, contact name, mailing address, telephone number, fax number, and email address. The letter will address the understanding of the service being requested and any other pertinent information the proposer believes should be included. The letter shall be signed by the individual authorized to bind the CONTRACTOR to the proposal.
- a. The CONTRACTOR must be licensed to do business in the State of New Hampshire.
 - b. Provide names of individuals who will be responsible for the project along with a description of their roles, credentials, capabilities, experience, and a listing of projects like this project. Highlight the principal who will be responsible for the project along with the project manager.
 - c. Provide a conceptual schedule showing staffing.
- 17.3.4 All costs associated with mobilization, demobilization, performance bonds, insurance, permits, inspections, environmental compliance and all else incidental shall be included in the detailed cost proposal.

Detailed Scope of Services and Cost Proposals shall be written on company letterhead, dated, and signed by authorized company personnel.

18. Contract Requirements:

A CITY Standard Contract will be entered into with the CONTRACTOR with the proposal being an attachment to the contract including this Scope of Services. The CONTRACTOR shall provide at the time of the Contract signing Performance and Payment Bonds and a Certificate of Insurance with requirements as specified in this RFP naming the CITY as additional insured. The bidder shall provide a construction schedule as part of the bid submittal.

19. Vendor Qualifications:

The Bidder shall list qualifications and financial stability and references on similar projects.

20. Preparation of Proposals:

Proposals shall be submitted on the forms provided and must be signed by the CONTRACTOR or his authorized representative.

CONTRACTOR must provide a proposal on all items appearing on the proposal form unless specific directions in the advertisement or on the proposal form allow for partial bids. Failure to include all items may disqualify the proposal.



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Unless otherwise stated in the proposal, prices identified shall remain in effect for a period of thirty (30) days after the date and initial time for receipt of proposals.

- a. CONTRACTOR fully understands that time is of the essence for this project and acknowledges the completion date.

PROPOSAL PRICING SHEET

Proposal Submitted By: _____

Proposal Submission Deadline:
September 27, 2019

Company: _____

Contact: _____

Address: _____

Phone #: _____ Fax #: _____ Alt. #: _____

Email: _____

PRICING

Total Delivered Price: \$ _____

In Written Words: _____

Certificate of Insurance (Enclosed)