



**Window Replacement – 33 West Street, Keene, NH**  
**County of Cheshire**  
**Request for Proposals**

The County of Cheshire is requesting Letters of Interest followed by a Detailed Proposal from qualified contractors for the removal and disposal of all existing windows, and the their replacement with, at minimum, Energy Star Efficient double hung windows throughout the structure located at 33 West Street, Keene, NH. This project will require removal of the existing windows, cleanup and disposal / recycling of removed materials and the proper preparation, insulation, and required build-out of window frames prior to installation of new windows. Windows to be installed should meet the latest ENERGY STAR Efficient standards and should be of at least double pane construction.

The County reserves the right to waive informalities and reject any and all proposals.

**Submissions:**

1. Interested parties are required to submit a Letter of Interest before 4 PM on Friday, January 16, 2012 generally describing their capacity and experience to undertake such a project, along with contact information.
2. Parties submitting a Letter of Interest will be required to attend a bidder's walkthrough on Friday, January 20, 2012 at a time to be determined. Parties submitting a Letter of Interest will be contacted via phone or e-mail with notification of the walkthrough.
3. Questions must be submitted in writing via e-mail to the Cheshire County Project Manager at [rbouchard@co.cheshire.nh.us](mailto:rbouchard@co.cheshire.nh.us) no later than 4PM on Tuesday January 24, 2012. Every attempt will be made to respond to questions within two (2) business days following receipt. Responses will be made available to all bidders.
4. Final proposals will be due no later than 4 PM on Friday, January 27, 2012. Letters and Proposals should be sent via any reliable delivery method to the Cheshire County Project Manager, 33 West Street, Keene NH 03431 or via e-mail at [rbouchard@co.cheshire.nh.us](mailto:rbouchard@co.cheshire.nh.us) Bidders are highly encouraged to confirm receipt of proposals by directly contacting the Cheshire County Project Manager at (603) 283-3304.

**Scope of Work:**

1. Contractor shall field confirm current window and frame structure and condition, number of units and any potential impediments to completion of work.
2. Contractor shall coordinate with County to isolate any work areas affecting the building or the public. If necessary to prevent disruption of County operations, Contractor shall schedule construction activity for unoccupied periods at night or on weekends.
3. Contractor shall dispose of all removed insulation and other building materials. The County reserves the right to retain any materials it deems reusable for its own purposes.
4. Windows shall be installed to prevent air leakage, avoid thermal bridging, and prevent water penetration around the windows.
5. Windows shall meet The North American Fenestration Standard (AAMA/WDMA/CSA 101/I.S.2/A440) and shall fall within the R/LC/CW class.
6. Windows that meet or exceed ENERGY STAR criteria for Northern Zone Use of U-factor equal to or less than 0.30 will be required for R and LC Class windows.
7. Windows that meet or exceed ENERGY STAR criteria for Northern Zone Use of U-factor equal to or less than 0.32 will be required for CW Class windows.
8. Solar Heat Gain Coefficient (SHGC) rated windows are preferred throughout the structure and are required for the West-facing facades with a rating equal to or less of CHGC 0.40.
9. The American Recovery and Reinvestment Act (ARRA) Energy Efficiency and Conservation Block Grant Program (EECBG) are funding this project. The selected contractor will be required to comply with all provisions detailed in the “Special Terms and Conditions for the Energy Efficiency and Conservation Block Grant Program” (see Appendix B) and in particular, all Davis Bacon and Buy American provisions as required by ARRA.

**Schedule of Work**

1. The selected Contractor must be under contract with the County for the project no later than Monday, February 6, 2012 due to ARRA obligation deadlines or the award is null and void.
2. The County desires to have the project started within 7 to 14 days after the contract award meeting and completed within 20 calendar days.
3. There shall be a \$100/day late penalty should the contractor fail to meet the scheduled completion date.

## General Conditions and Requirements

These General Requirements are intended to further describe the project and highlight critical details. In no event shall any lack of detail in this document be construed to undermine the requirement for a quality installation.

1. All work shall be in compliance with all applicable state and local codes and regulations.
2. Contractor shall confirm existing conditions and be responsible for all tasks required for application of new insulation, including demolition and/or temporary removal of any items that may be in the way.
3. Contractor shall maintain a clean work area at all times and all trash must be hauled away to the contractor's facility or other acceptable disposal site.
4. Approval and award of a contract is dependent upon the approval and availability of funding to accomplish the project.
5. The successful bidder will be required to submit a project work plan to the Cheshire County Project Manager for approval prior to ordering materials and/or beginning the installation. The plan shall include as a minimum the following:
  - a. Specifications and MSDS (if applicable) for material to be used. Specification shall include window material specifications and heat retention values measured in either Residential R Value or in Commercial U Values.
  - b. Work schedule. The schedule must indicate which areas of the building will be unavailable for construction activity and for how long if the contractor elects to work during business hours.
  - c. Disposal of construction material and debris. Contractor shall describe method of removing old materials from the building and location of any temporary dumpers required.
  - d. Building and occupant protection. Work plan shall include list of any exhaust fans, plastic sheeting, drop cloths, or other etc. that they will employ to ensure that occupants and property aren't adversely affected by construction activities.

## **Proposal Requirements**

1. All submittals shall contain one (1) original and two (2) copies of the completed bid package.
2. Organizational Description: Provide a description of your business's history, staffing, and lines of work. Lack of experience on the part of the bidder may be grounds for disqualification.
3. Approach: Describe how your firm will approach this project in terms of preparation and assurances that the work will minimize disruption and result in a high quality installation. Provide details of proposed procedures and how the work required will be accomplished.
4. Products: List specific product(s) to be used and R-Factor of new windows.
5. County Responsibilities: Indicate what your expectations are for the County to ensure a successful project.
6. Schedule: Indicate how long the project will take to complete. Provide a schedule with anticipated milestones from the execution of a contract through final completion of the project.
7. Insurance: Please provide evidence of insurance coverage's as detailed below (see "Insurance").
8. Warranties: Describe warranties offered for the work and/or materials.
9. Price Proposal: Provide a fixed all inclusive price for the scope of services described above. Providing an additional separate price for an alternate approach is acceptable if the bidder feels that there is a better solution that can be offered.
10. References: Provide a description and references for five comparable projects your firm has undertaken over the past three (3) years. Reference information shall include names, addresses, and telephone numbers to provide testimony to the work to be performed and/or services or products delivered.
11. All bids shall be submitted in conformance with the specifications, conditions, scope of work, schedule of work, general specifications, and any detailed specifications that are considered as minimum standards, and all requested information must be supplied. Failure to comply will be reflected in the evaluation of the bids.

12. Bidder is expected to carefully examine the proposed scope of work, specifications, special provisions, and contract forms before submitting a bid. Failure to do so will not relieve a successful bidder of his obligation to furnish all equipment and labor necessary to carry out the provisions of this contract. The submission of a bid shall be considered prima facie evidence that the bidder has made such examination of the proposed scope of work, plans, bid, etc., and is familiar with the conditions to be encountered in performing the work and/or services or products delivered.

### **Award**

Before making its award, the County shall consider the project proposal, work, and/or services or products delivered that best serves the needs and financial interests of the County. The County acting through the Project Manager reserves the right to reject any or all bids, to award any bids, to waive any informality on bids received, and to omit any item or items as it may deem to be in the best interest of the County.

The decision of the County shall be final.

All bids submitted shall be held firm and not withdrawn for 90 days from bid opening.

### **Change Orders, Payment Requisitions, Final Payment & Retainage**

1. All change orders shall be initiated by the County acting through the Cheshire County Project Manager or the County Administrator, prior to the implementation of said change in work.
2. Payment requisitions for work in place may be submitted monthly. The amount billed shall correspond to the percentage of the work performed by the Contractor by the end of the month. Payment will represent work in place, less 10% retainage of the payment.
3. Payment will be made within thirty (30) days of receipt of invoice.
4. Contractor, with the request for final payment, shall provide to the County as-built drawings, which shall include at a minimum a description and location of all installed components and materials.
5. Before issuance of the final payment, the contractor shall certify in writing that all payrolls, materials, billings and other indebtedness pertaining to the project have been paid.
6. Before issuance of the final payment, the contractor shall certify in writing and provide necessary documentation that all ARRA provisions have been complied with, including but not limited to Davis Bacon and Buy American provisions.
7. The retainage shall be held for 12 months following completion of the project. The retainage will serve to warrantee all project work performed under this contract.

## **Insurance**

The successful bidder shall submit to the County Insurance Certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain the following statement: “The insurance covered by this certificate will not be canceled or materially altered, except after 10 days written notice has been received by the County.”

The insurance required under this bid shall provide adequate protection for the successful bidder and any subcontractors employed by the successful bidder against damage claims, which may arise from work under the awarded contract, whether such work be by the insured or by anyone employed by him, and also against any of the specialty hazards which may be encountered in the performance of the contract as enumerated in the supplementary general conditions.

The County shall be named as an additional insured on each insurance policy.

The following shall be considered minimum standards for insurance required to perform the work or services provided for the County:

### **A. General Coverage**

To be eligible to be awarded the contract to perform the work required under this bid, each bidder must submit a current certificate of insurance for General Liability; Automobile Liability; Excess Liability; Property Liability (All risk including Theft & Fire) from a company licensed to issue such insurance in the State of New Hampshire in the following amounts which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

|                   |                |
|-------------------|----------------|
| Each Occurrence   | \$1,000,000.00 |
| General Aggregate | \$2,000,000.00 |

### **B. Workers' Compensation**

To be eligible to be awarded the contract to perform the work required under this bid, each bidder must submit a current certification of Workers' Compensation Insurance in accordance with the provisions of New Hampshire Law from a company licensed to issue such insurance in the State of New Hampshire in the following amounts which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

|            |                |
|------------|----------------|
| Coverage A | Statutory      |
| Coverage B | \$1,000,000.00 |

### **C. Sub-contractor Insurance**

In case of any such work sublet, the successful bidder shall require any sub-contractor under the awarded contract to provide the same General Coverage Insurance and Workers' Compensation Insurance as described above for all of the sub-contractor's employees that are to be engaged in such work, unless such employees are covered by the protection afforded by the contractor's Workers' Compensation Insurance.

In case any class of employees engaged in hazardous work under the awarded contract is not protected under the Workers' Compensation statute, the successful bidder shall provide or shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees who are not otherwise protected.

#### D. Cancellation of Insurance

The cancellation of any insurance held by the successful bidder and any sub-contractor under the awarded contract will automatically cancel any contract or bid. Each insurance policy shall contain a provision that the certificates of insurance shall not be altered or cancelled except with 10 days written notice to the County.

### **Sub-Contractors**

All sub-contractors used by the successful bidder must comply with all of the requirements of the bid and contract requirements as contained herein. Satisfactory proof or compliance of the specifications of the bid and contract requirements must be furnished to the County prior to any sub-contractor performing any work under the awarded contract.

### **Laws, Permits, and Licensing**

It is the successful bidder's responsibility to adhere to and comply with all federal, state and local laws, regulations, and codes as well to all standards and practices relating to the work being performed and/or services or products delivered. In addition, it is the successful bidder's responsibility to procure and keep in effect any and all licenses, permits, notifications or other regulatory requirements relating to the work to be performed and/or services or products delivered.

### **Indemnification**

In accepting the awarded contract, the successful bidder agrees to hold harmless and indemnify the County and its officers, agents, and employees from any liability arising from the work to be performed and/or services or products delivered.

### **Termination**

The County acting through the Project Manager or the County Administrator retains the right under this contract to terminate work and/or services or products delivered and dismiss the successful bidder for non-performance with five (5) working days notice.

Additionally, upon such termination the County reserves the right to award the contract to another bidder for completion of work and/or services or products delivered under this bid.

All disputes shall be decided under the laws of the State of New Hampshire.