



Town of Henniker, New Hampshire Invitation to Bid

DATE: May 24, 2022

ACCEPTANCE DUE DATE: June 9, 2022 - 9:00am

ACCEPTANCE PLACE: Henniker Town Hall
18 Depot Hill Road
Henniker, NH 03242

Sealed bids will be received at the Town of Henniker Town Hall, 18 Depot Hill Rd Henniker, NH 03242 until 9:00am on Thursday, June 9, 2022, for the purchase and installation of a ductless mini split heating and cooling system for the first floor of the Henniker Town Hall building located at 18 Depot Hill Rd Henniker. Sealed envelopes must be marked: **Town of Henniker – Ductless Mini Split Heating and Cooling Systems.**

Prior to bidding, it is each bidder's responsibility to become thoroughly familiar with the site of the intended installation, to determine everything necessary to accomplish the installation. Call either Diane Kendall or Wendy Baker at 603-428-3221 to make an appointment to view the site of the intended installation. Failure of the bidder to make a site visit does not relieve the bidder of responsibility to fully understand what is necessary to accomplish a successful and complete installation. The Town Office is open Monday – Friday 8:00am to 4:00pm.

Bid invitations and specifications will be available at the Town of Henniker Town Hall, 18 Depot Hill Rd Henniker, NH 03242 or online at: <https://www.henniker.org/bids-and-rfps>

The Town of Henniker reserves the right to waive any irregularities, reject any or all bids, and to accept the bid that appears to be in the best interest of the Town. Failure to submit all information called for may be sufficient for disqualification.

Diane Kendall
Town Administrator

**TOWN OF HENNIKER
ADMINISTRATION
18 DEPOT HILL RD
HENNIKER, NH 03242**

GENERAL:

1. Bids will be received by the Town of Henniker, New Hampshire at the Henniker Town Hall 18 Depot Hill Rd Henniker, NH until the time specified in the Invitation to Bid and then publicly opened and read aloud for the information of the bidders and others properly interested who may be present either in person or by a representative.
2. The following meanings are attached to the defined words when used in this document:
 - a. The word "Town" means the Town of Henniker, New Hampshire.
 - b. The word "Bidder" means the person, firm, or corporation submitting a bid on these specifications or any part thereof.
 - c. The word "Contractor" means the person, firm, or corporation with whom the Contract is being made by carrying out the provisions of this Sealed Bid Invitation and the Contract.
 - d. 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 Invitation to Bid, terms and conditions, and instructions printed is necessary. All blank spaces must be filled in. Any changes and/or corrections shall be marked in red and initialed by the person making such corrections. Signatures of the responsible owner/representative of the firm must be in ink. No reproductions/duplications/copies will be accepted.
4. Each bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids 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. Bids by corporations must be signed with the legal name of the corporation, followed by the state of incorporation and by the signature and title of the 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 bid by a person who affixes to his signature the word 'president', "secretary", "agent" or other title without disclosing his principal may be held to be the bid of the individual signing. When requested by the Town, satisfactory evidence of the authority of the signing officer signing on behalf of the corporation shall be furnished.

5. Bids must be securely sealed in a suitable envelope (facsimile and emailed submissions will not be accepted), addressed and marked on the outside as follows:

Town of Henniker – Ductless Mini Split Heating and Cooling Systems

The entire solicitation document is to be returned when submitting a proposal, unless otherwise directed by the solicitation document. Failure to return all pages may result in a determination that the submittal is non-responsive.

6. It will be the responsibility of the Bidder to see that their bid is received by the Town of Henniker Town Administrator as specified.
7. Each bid is received with the understanding that the acceptance in writing via email by the Town to the Bidder to furnish any or all of the products /services described therein or as otherwise negotiated, shall constitute a contract between the Bidder (Contractor) and the Town, which shall bind the Bidder (Contractor) on his part to furnish and deliver the articles offered at the prices agreed upon and in accordance with the terms and conditions of said accepted bid; and the Town on its part to order from such Bidder (Contractor), except for causes beyond reasonable control; and pay for, at the agreed prices, all products/services specified and delivered.
8. Bids may be withdrawn upon written or electronic request received from Bidders prior to the time of opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
9. The solicitation document maintained by the Town of Henniker, in the appropriate file folder, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the Town, but not clearly listed on the exception page of the document or as an exception by the Bidder, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the Bidder may be cause to disqualify your bid.
10. No oral interpretations will be made to any Bidder as to the meaning of the specifications or terms and conditions of this Sealed Bid Invitation. Every request for such interpretation or request for change in the specifications or terms and conditions shall be made in writing, addressed and forwarded to:

Mail: Town of Henniker
18 Depot St.
Henniker, NH 03242

Every interpretation made to a Bidder will be in the form of an addendum to the Sealed Bid Invitation which, if issued, will then be posted on the website: www.henniker.org. All such addenda shall become part of the complete Sealed Bid Invitation. It is the

Bidder's responsibility to check the website prior to the submittal deadline to ensure that the Bidder has a complete, up-to-date bid package.

11. Bids that are incomplete, not properly endorsed or signed, or otherwise contrary to these instructions may be rejected as informal by the Town. The bid 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 necessary.
12. Bids must be submitted on the bid schedule hereinafter provided. Prices shall be clearly and fully stated in units of quantities specified. No additional charges shall be passed to the Town, including all applicable taxes, delivery or surcharges that have not already been disclosed on the bid schedule. In case of discrepancy in computing the amount of the bid, unit prices quoted will govern.
13. Quotations shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the Bidder, prices quoted will be considered as being based on delivery to destination designated, including any and all freight and packing charges.
14. As the Town is exempt from the payment of federal excise taxes, all prices quoted herein are not to include these taxes.
15. Prices stated shall remain firm for the duration of the contract.
16. Should the successful Contractor fail to make delivery or complete the contract within time specified, the Town reserves the right to procure the equipment/product from other sources and hold the Contractor liable for any excess cost.
17. The Town 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 the Town elects to exercise this right, all prices quoted pursuant to this Sealed Bid Invitation will remain firm, and the Town shall incur no additional obligation to the Contractor on account of any delay of delivery date ordered by the Town.
18. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and acts of God.
19. The time of proposed delivery must be stated in definite terms. If time of delivery for different equipment varies, the Bidder shall so state.
20. The Town reserves the right to divert delivery from one location to another, and to allow for any change in operation conditions or for any other cause not now foreseen.

21. Any equipment/vehicle delivered must be standard new and unused, latest model, except as otherwise specifically stated in the proposal. Where any part or the normal accessories of equipment/product is not described, it shall be understood that all equipment/product and accessories that are usually provided in the manufacturer's stock model shall be furnished.
22. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of the manufacturer, brand make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired. The vehicles/equipment on which proposals are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on vehicles/equipment other than as specified, bidders shall furnish complete data and identification with respect to alternative vehicles/equipment they propose to furnish.
23. Unless otherwise stated by the Bidder, the proposal will be considered as being in strict accordance with the specifications outlined in this Sealed Bid Invitation. References to a particular trade name, manufacturer's catalogue, or model number, are made for descriptive purposes to guide the Bidder in interpreting the requirements of the Town. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the Bidder, if awarded a Contract, will be required to furnish the particular item referred to in the specifications or descriptions unless a departure or substitution is clearly noted and described in the proposal.
24. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
25. The vehicle/equipment on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitted bids on vehicle/equipment other than as specified, proposer shall furnish complete data and identification with respect to the alternate vehicles/equipment they propose to furnish.

Consideration will be given to bids submitted on alternate vehicles/equipment to the extent that such action is deemed to serve the best interests of the Town. If the bidder does not indicate that the vehicle/equipment he proposes to furnish is other than specified, it will be construed to mean that the bidder will furnish the exact vehicles/equipment described.

26. The Town reserves the right to waive any informality in bids, to reject any and all bids wholly or in part, and to make awards in a manner deemed in the best interest of the Town.
27. Awards will be made in the best interest of the Town. In determining what would be in the best interest of the Town, the following shall be considered:
 - a. The ability, capacity, and skill of the Bidder to perform the Contract or provide the service required;
 - b. Whether the Bidder can perform the Contract or provide the service promptly or within the time specified, without delay or interference;
 - c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
 - d. The quality of performance of previous contracts or services;
 - e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or service;
 - f. The sufficiency of the financial resources and ability of the Bidder 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 Bidder to provide future maintenance and services for the use of the subject of the Contract;
 - i. The number and scope of additions attached to this bid.
28. The Town 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, the Town reserves the right to award materials on the basis of the lowest total cost of the bid item to the Town, including the Town's cost of transportation to and from the source.

In cases where two or more Bidders have the same net bid, the Town may give preference to firms located within the Town.
29. Upon making an award, or giving notice of intent to award, the Town will place appropriate notice on the town website: <https://www.henniker.org/bids-and-rfps>
30. The Bidder must certify that no official or employee of the Town or State of New Hampshire, has a pecuniary interest in the proposal or in the Contract that the Bidder

offers to execute or in the expected profits to arise there from, and that this bid is made in good faith without fraud, collusion or in connection with any other person submitting a proposal.

31. The Bidder, if awarded an order or contract, agrees to protect, defend and hold the Town 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.
32. The Bidder, if awarded an order or contract, agrees to defend, indemnify, and hold harmless the Town 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 the Town, its employees, representatives, agents, etc.
33. The Revised Statutes Annotated of the State of New Hampshire, and all Town Ordinances insofar as they apply to the laws of competitive bidding, contracts and purchases are made a part hereof.
34. The Bidder to whom a contract is awarded guarantees to the Town that all warrants of merchantability and fitness for a particular purpose as provided for in New Hampshire RSA 382A-2-314 and 2-314 shall remain in force and will not be disclaimed.
35. The Bidder, if awarded an order or contract, agrees to provide to the Town proof of Federal Identification Number (IRS Code Section 6723). 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 Town. Copies of tax returns must show taxpayer section and signature.
36. Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) 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 MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to submit MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendors furnishing substances or mixtures. Vendors are cautioned to obtain and read the law referenced above.
37. Payment Terms:
 - a. Delivery and Acceptance: Upon delivery and acceptance of the vehicle/equipment by the department to which it is assigned, the Contractor

shall secure the signature of an authorized representative on an original delivery slip and shall provide two (2) copies of an invoice or bill of sale. The claim of payment must be accompanied by a "Certificate of Origin" for each vehicle.

- b. Payments: Payments shall be made within 30 days of delivery and acceptance of contracted item(s)/services or upon receipt of a verified claim for payment, whichever is later. The claim for payment consists of the original delivery slip and two (2) copies of the invoice/bill of sale executed as provided for in the paragraph above.
38. Insurance: Contractor shall be insured with personal and liability coverage according to the following minimum schedule and limits, and worker's compensation as required by the laws of the State of New Hampshire. A Certificate of Insurance, naming the Town of Henniker as an "additional Insured", shall be filed with the Selectmen's Office demonstrating insurance coverage meeting the minimum requirements described below for at least the period of time covered under the contract.
- A. Workers' Compensation Insurance: With respect to all operations, the Contractor performs and all those performed for him by subcontractors, worker's compensation insurance shall be in force, per NH State law.
 - B. General Liability Insurance: Contractor shall maintain a policy of general liability, comprehensive form also containing broad form property damage and coverage for independent contractors and products and completed operations, with general liability limits \$2,000,000 aggregate, \$1,000,000 per occurrence.
39. Indemnity: The Contractor shall be responsible for all property damage, accidents, injury, death, and other liabilities that in any way relate to the performance of this Contract. The Contractor agrees to indemnify and hold the Town harmless for all damages, costs and attorney's fees. This duty of indemnification shall include the right of the Town to select its legal counsel.
40. Right to Terminate: The Town reserves the right to terminate this contract in the event it determines that the Contractor has failed to satisfactorily perform in the Contract. Whether the Contractor is granted the right to cure unsatisfactory performance rests solely with the Board of Selectmen. The sole right and benefit extended to the Contractor upon termination of the contract shall be the right to cover payment for work already performed in accord with the terms of the Contract.
41. Subcontractors and Assignment: The Contractor may engage the services of subcontractors in the performance of this work but may only do such on prior notice and approval by the Town Administrator. The Contractor shall remain liable to the Town for the performance of this contract. The contract may not be assigned without prior permission from the Board of Selectmen.

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

Scope of Work

The Town of Henniker is currently seeking bids for the purchase and installation of nine (9) mini split air conditioning heat pump systems. These units shall be equipped to perform air conditioning and heating.

The Contractor shall furnish and install all calculations, A/C & Heat system designs, equipment, wire, electrical, disconnects, wall penetrations, pumps, piping, interconnectivity and other materials and items required to provide fully operational wall mounted ductless a/c heat systems at the Town of Henniker Town Hall Building. The Contractor shall be required to supply, deliver, uncrate, set into place, make all of the final connections, start-up and test all of the equipment awarded to them. Successful bidder shall conduct work during normal business hours (8:00am to 4:00pm Monday through Friday).

Installation shall be in accordance with the manufacturer's specifications and recommendations as well as all applicable State and local Codes and Ordinances.

Ductless Split Systems

- High Efficiency units
- Indoor Units - each indoor unit shall include a condensate return pump
- Outdoor Units- actual number of outdoor units, unit capacities shall be as required by the Manufacturer for the number of indoor units. The outdoor units will need to be installed on 12" ground stands so the units can be at or above snow level. The vendor, in coordination with the Town, shall determine the actual placement of the outdoor units.

Site Visitation

Prior to bidding, it is each bidder's responsibility to become thoroughly familiar with the site of the intended installation, to determine everything necessary to accomplish the installation. Call either Diane Kendall or Wendy Baker at 603-428-3221 to make an appointment to view the site of the intended installation. Failure of the bidder to make a site visit does not relieve the bidder of responsibility to fully understand what is necessary to accomplish a successful and complete installation. The Town Hall is open Monday – Friday 8:00am to 4:00pm.

Equipment

All equipment offered by the bidder must be new; shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes. It is required that the bidder's offer will contain all equipment necessary for operation of the equipment being offered. All such equipment must be included in the bid price and completely identified on the Bid Proposal.

It is the intent of these specifications/requirements to describe the Town's minimum requirements for the vehicle.

DELIVERY:

In recognition of the worldwide supply chain issues, no specific delivery date is sought. However, all respondents shall provide a projected delivery date. **The Town of Henniker reserves the right to make an award decision using delivery date as a criteria.**

PAYMENT:

All payments will be made in accordance with the Town of Henniker procedures set forth within this document, item 37 Payment terms.

GENERAL:

Bid prices shall remain firm for the duration of the contract.

The Town reserves the right to terminate the contract entered as a result of this bid if goods and services are at any time deemed to be unsatisfactory.

Literature: the successful bidder shall furnish operator's manual covering the components of the equipment. **Equipment will not be paid for until all literature has been received.**

**PROPOSAL SHEET
TOWN OF HENNIKER, NEW HAMPSHIRE**

**Ductless Mini Split Heating and Cooling
Systems**

The undersigned hereby offers, in accordance with the terms, conditions and specifications the request, to furnish all labor and equipment as follows:

Quantity	Unit	Description of interior Wall Mounted Units	Delivered & Installed	Extended Price
	EA			
	EA			
	EA			
	EA			

*Quantity on Interior Wall Mounted Units Shall Equal 9

Quantity	Unit	Description	Delivered & Installed	Extended Price
	EA	Exterior Unit(s) SIZE BTU		
	EA	Exterior Unit(s) SIZE BTU		
	EA	Exterior Unit(s) SIZE BTU		
		Exterior Unit(s) SIZE BTU		
		Exterior Unit(s) SIZE BTU		
	LUMP SUM	Electrical, Wire, Conduit, Disconnect, Piping & Miscellaneous Materials		
	LUMP SUM	Training		
1	EA	5 Year Minimum Equipment Warranty		
1	EA	1 Year Installation Warranty		
Delivery & Installation Completion Date Expectation				

THE UNDERSIGNED ACKNOWLEDGES:

- A. That he/she is an authorized agent of the firm submitting this proposal.
- B. The firm submitting this proposal has never defaulted on any municipal or federal government contract.

Company:

Signed By:

Printed or Typed Name:

Address:

Phone:

Email:

Primary Contact Name:

Primary Contact Phone:

Email:

**Please Return this Form with Bid Proposal to:
Henniker Town Hall
18 Depot Hill Road
Henniker, NH 03242.**