

City of Portsmouth
Portsmouth, New Hampshire
Public Works Department

RFP #42-14
Anti-Bird Netting

REQUEST FOR PROPOSALS

Sealed proposals, **plainly marked** “City of Portsmouth Anti-Bird Netting – RFP #42-14” **on the outside of the envelope**, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until **2:00 p.m., June 5, 2014**. A mandatory pre-proposal meeting will be held at **10:00 a.m., May 22, 2014** at the High Hanover Parking Facility, 34 Hanover Street, Portsmouth, NH.

Scope: The City of Portsmouth is seeking to purchase and have installed anti-bird netting in the City’s public parking garage located on Hanover Street.

Submit questions in writing to Mark Nelson, Director of Parking & Transportation, DPW. mcnelson@cityofportsmouth.com. Questions will be taken until May 28, 2014. Questions and answers and any addenda will be posted to the City Purchasing Department website under the project heading. Addenda and updates will not be sent directly to vendors. Plans and shop drawings of the garage are available for viewing upon request.

This proposal package is available at <http://www.cityofportsmouth.com/finance/purchasing.htm> or by contacting the Finance/Purchasing Department at the following number: (603) 610-7227.

The City of Portsmouth reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept and/or negotiate the terms of any proposal as may be in the best interest of the City.

INTRODUCTION

The intent of the project is to prevent birds, especially pigeons, from nesting or perching on the beams flanges and within the pockets created where the beams of the garage meet the concrete walls. This problem is localized to the high-bay garage addition that fronts on Ladd Street.

SCOPE OF WORK

This is a turnkey project. The selected firm shall be responsible for the design and installation of protective anti-bird netting under the steel I-beams of the High/Hanover Parking Facility addition. For installation, netting shall be installed under subject beams such that it will prevent bird access to the underside of the garage ceiling, while not compromising the existing overhead clearance. The approximate dimensions of garage ceiling are 140' x 54'.

The selected firm will take these actions:

GENERAL

- A. Note all areas, surfaces or objects that may require maintenance or periodic replacement after the bird netting is installed (i.e. lights, electrical equipment, etc.). Use the appropriate netting accessories to allow access behind the installed netting system.
- B. Note any objects or conditions that could damage the installed bird netting. Install the netting in such a manner as to avoid these conditions.

PREPARATION

Verify dimensions of the areas to be enclosed. Make sure you have sufficient quantity of bird netting, netting hardware and surface cleaning products to properly install the netting system.

SURFACE CLEANING

All installation surfaces must be clean, dry and free of obstructions before bird control is installed. If bird waste is present, treat, neutralize and safely remove all bird waste from installation surfaces. Installer must follow all city, state and federal regulations regarding the proper removal and disposal of bird droppings.

INSTALLATION

Install the bird netting hardware as recommended by manufacturer. General order of installation: install perimeter and support hardware; attach bird netting to installed hardware; install access or additional support hardware as specified. If necessary, cut the netting to fit the area. If multiple pieces are needed, join the pieces together with the recommended seam fastening hardware. Install netting to avoid contact with machinery, vehicles, extreme heat, etc. Make necessary adjustments to keep netting a sufficient distance from these objects or conditions. Finished netting installation is to be taut, free of wrinkles, gaps and openings.

ADJUSTMENTS / CLEANING

Remove debris and waste materials from project site.

SUBMITTAL REQUIREMENTS

Each applicant shall submit two (2) copies of its proposal. Proposals shall include:

- Transmittal letter - Introduce the company, provide contact information, and identify the person who will be in charge of the installation.
- Project Proposal - Summarize the firm's proposal. Proposal should identify the material to be used, proposed schedule for completing the work, and method to completing the work which will provide least disruption to parking.
- Price Proposal Form – Submit the completed Price Proposal Form.
- References - Provide the name, title, locations and phone number of persons who can substantiate the firm's referenced experiences.
- Additional Information – Include such additional information as may be helpful for the City to evaluate the proposal.

Delivery of Proposals - When sent by mail, the sealed proposal shall be addressed to the owner at the address and in the care of the official in whose office the proposals are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for proposals. Proposals received after the time for opening of the proposals will be returned to the firm, unopened. Faxed proposals are not acceptable.

SELECTION CRITERIA AND CONTRACT

The City will review and evaluate the written responses to this Request for Proposals. The City reserves the right to interview and request additional information from proposers. The evaluation of the proposal will be based on the following criteria:

- Adequacy of design, and functionality of equipment to meet the intent of the solicitation;
- Price;
- Schedule;
- Experience and referrals; and
- Such other criteria as is in the best interest of the City.

Using the criteria, the City will identify the highest ranking firm and attempt to negotiate a contract with that company. A sample form of the contract is attached. If negotiations are not successful, the City may proceed to enter into negotiations with the next highest ranked firm for services.

RESERVATION OF RIGHTS

The City of Portsmouth reserves the right to reject any and all proposals, to waive technical or legal deficiencies, to make such investigation as it deems necessary to evaluate the firm's qualifications, to accept any proposal that may be deemed in the best interest of the City and to negotiate terms and conditions of any proposal leading to acceptance and final execution of a contract for services.

SPECIFICATIONS

Materials

- The fabric mesh shall be UV-protected polyethylene woven strands with knotted joints. The net shall have a fabric thickness of 30-50 mils.
- Materials used for the netting may be of natural or synthetic fiber of sufficient size and strength to absorb urban bird impacts without significant distortion of the net pattern.
- Any cut edges of the polypropylene web border shall be heat sealed to prevent unraveling.
- The netting shall have a minimum breaking strength of 50 lbs for individual fibers, and a burst strength of 275 lbs for the knotted polyethylene nets.
- The netting shall be fire retardant and able to withstand continuous exposure to weather conditions, abrasion due to movement against rough surfaces, and wind borne abrasives.
- Netting hardware shall be drop-forged, pressed or formed steel or material of equal or better quality. Surfaces shall be smooth and free of sharp edges. All hardware shall have a corrosion resistant finish.

Construction Requirements

- Nets shall be installed in accordance with the net manufacturer's specifications, instructions and according to the Netting Typical Plan and Details.
- The Contractor shall submit details of all proposed attachment (hardware, cables and fasteners) and supporting methods of the protective netting. The City Engineer must review and approve the submittal prior to the installation of any netting. All hardware, cables and fasteners shall be in accordance with the manufacturer's written recommendations.

PRICE PROPOSAL FORM

Total Proposal for equipment and installation: \$ _____
Amount in Figures

\$ _____
Amount in Words

Identify any additional services/costs, if any: \$ _____

Are the netting and hardware proposed as specified? Yes/No _____

If no, and the firm is proposing an "as equal" alternative for consideration, include information on the product and/or identify in which aspect the equipment proposed does not meet specifications.

The undersigned agrees that he/she on behalf of firm has read the proposal documents and agrees to the terms and conditions set forth herein. Proposal price shall be firm for at least 30 days.

Firm further agrees that this proposal is not made jointly or in conjunction, cooperation or collusion with any person, firm, corporation or other legal entity.

Firm agrees no officer, agent or employee of the Owner is directly or indirectly interested in this Proposal.

Submitted by Authorized Agent:

(Print Name & Title)

Signature: _____

Date: _____

Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax: _____

Email: _____

Once awarded, the agreement to execute the work will likely have the following form:

A G R E E M E N T

This AGREEMENT is entered into this ____ day of _____, 2014, by and between the City of Portsmouth, NH, (hereinafter referred to as Owner) and _____ (hereinafter referred to as Contractor), with a principal place of a business located at _____.

1. Scope of Services - Contractor shall carry out the scope of work as outlined in Owner's RFP 42-14 and as described in Contractor's proposal dated _____, 2014 attached hereto as Exhibit 1. Contractor shall provide, at his expense, all labor, materials, equipment and incidentals that may be necessary for the expeditious and proper execution of this project.

Upon commencement of work, the Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions necessary to ensure the safety of employees on the site and the public, and other property at the site or adjacent thereto. The Contractor shall provide erect, and maintain all necessary barricades, lights, signs and other control devices for the protection of the work and safety of the public.

2. Payment - Contractor will be paid a lump sum of \$_____ upon final acceptance of the work and settlement of all claims.

Before final acceptance of the work, the contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, temporary utility connections, temporary structures, barricades and signs. All parts of the work shall be left in a neat and presentable condition. On all areas used or occupied by the contractor, regardless of the contract limits, the bidder shall clean-up all sites and storage grounds.

3. Time for Performance - Contractor shall commence work no later than _____, 2014 and shall complete work within forty-five (45) days of commencement date. Contractor shall give owner at least three (3) days notice prior to commencing work.
4. Coordination and Owner's Representative – The Owner's representative on the project shall be the Director of Public Works or his designee. Contractor shall coordinate installation with the Owner to ensure that there is no/limited disruption to the operation of the public parking garage.

The Contractor shall not store materials or equipment on site unless approved by Owner's Representative. The Owner shall provide the Contractor with reasonable access to toilet facilities for the use of workers employed on the project. The Owner shall provide the Contractor with reasonable access to water and electricity for construction operations.

5. Indemnification and Proof of Insurance - The Contractor agrees to hold the Owner and any of its officers, agents and employees harmless from any and all claims arising out of or in any way connected with the performance by the Contractor, its officers, agents, or employees of the work referenced above. The Contractor agrees to maintain, at a minimum, the level and types of coverage in the certificate of liability insurance attached as Exhibit 2 throughout the duration of the Agreement.
6. Governing Law - The validity and interpretation of this Agreement shall be governed by the laws of the State of New Hampshire.
7. Conflict of Interest - Contractor warrants by execution of this Agreement that no officer, employee or agent of the City, or any other person who exercises any functions or responsibilities in connection with the City, has or shall have any personal or financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
8. Compliance - The Contractor will secure at its expense all permits and consents required by law as necessary to perform the work and will otherwise comply with applicable municipal ordinances and applicable state and federal laws, rules and regulations.

IN WITNESS WHEREOF, each of the Owner and Contractor has caused this Agreement to be executed and delivered in its name and its behalf by its authorized officer as of the day and year first written above.

City of Portsmouth, New Hampshire

BY: _____
John P. Bohenko, City Manager

BY: _____

Title: _____

Insurance Requirements

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

AMOUNT OF INSURANCE

- A) Comprehensive General Liability:
Bodily injury or Property Damage - \$1,000,000/\$2,000,000
Per occurrence and general aggregate
- B) Automobile and Truck Liability:
Bodily Injury or Property Damage - \$1,000,000/\$2,000,000
Per occurrence and general aggregate

Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A) Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of New Hampshire.
- B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.
- D) Builder's Risk as may be applicable.