

**Newmarket School District
186A Main Street
Newmarket, NH 03857
603-659-5020**

Request for Proposals

Gym Curtain Replacement, 2024-2025

Proposal Due Date: Monday, October 28, 2024, at 11:00 AM

**Proposal Submittal Address: Newmarket School District
SEALED GYM CURTAIN REPLACEMENT RFP, 2024-2025
Attn: Janna Mellon
186A So. Main St.
Newmarket, NH 03857**

**Mandatory Contractor Conference: Wednesday, October 9, 2024, at 1:00 PM
Newmarket Junior Senior High School
213 South Main St. Newmarket, NH 03857**

**LOCATION: Newmarket Junior Senior High School
213 South Main Street
Newmarket, NH 03857**

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The Newmarket School District (the "District") is soliciting proposals from qualified Contractors to replace the gym divider curtain in the Newmarket JR/SR High School Gym.

TERMS AND CONDITIONS:

1. **BID ACCEPTANCE:** The Newmarket School District reserves the right to accept or reject any and all bids or proposals received or any parts thereof for any reason whatsoever, to waive any informalities in any bid or proposal or in any provision in the request for bids or proposals, to negotiate with any or all proposers, to require a modification of the RFP at any time, and to select the proposer whom, the District, in its sole discretion determines is in the best interests of the District even though the proposer may not submit the lowest bid or proposal. Under no circumstances will the District be responsible for the cost of preparing any bid or proposal.
2. **FINAL BID PRICE:** If the bidder has any special payment or delivery clauses which could affect the final delivery price of an item or service for bid, that too shall be made part of the bid. If, however, this is not included in the bid, the bidder will be solely responsible for any increased prices due to any circumstances.
3. **NON-TRANSFERRING OF AWARD:** No bidder will be allowed to assign the contract.
4. **MANDATORY FACILITIES WALK THROUGH:** The bidder shall visit the site, study and get fully acquainted with existing conditions at the sites and the requirements of this RFP prior to submitting a bid. **A mandatory walk-through of our facilities will be required of all bidders.** A walk-through is scheduled on **Wednesday, October 9, 2024, at 1:00 PM, at the Newmarket Junior Senior High School main entrance (213 South Main St, Newmarket, NH, 03857).** In the event of questionable weather conditions, please contact David Reilly at 603-770-0193 to confirm.
5. **LATE PROPOSAL/BIDS: SEALED PAPER BIDS** or emailed bids will be accepted which are marked **GYM CURTAIN REPLACEMENT RFP, 2024-2025.** **No late bids will be accepted after 11:00 AM on Monday, October 28, 2024.** Any bids received after the specified date and time will not be considered, nor will late bids be opened.

For all emailed bids: Please submit emailed bid packets to Janna Mellon at mellonj@newmarket.k12.nh.us. **NOTE: It is the responsibility of the bidder to confirm receipt of an emailed bid.** To ensure that a bid submitted via email is received prior to the deadline for submittals and avoid any potential issues with email filtering, please contact Janna Mellon, Business Administrator **prior to Monday, October 28, 2024, at 11:00 AM.** via phone at 603-292-7984 or via email at mellonj@newmarket.k12.nh.us.
6. **PAYMENT TERMS:** SAU 31-Newmarket School District will pay the selected Contractor within thirty (30) days following receipt of invoices.
7. **WITHDRAWAL OF BIDS/PROPOSALS:** Proposals may be withdrawn prior to the opening date and time upon written request of the bidder. Negligence on the part of the bidder in preparing their proposal shall not constitute a right to withdraw a bid subsequent to the bid opening.

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8. PRICING: Unless otherwise specified, all prices listed are firm for the term of the contract. All prices should include all labor and material costs, and any discounts offered.
9. BID RESULTS: The SAU Business Office will not respond to phone inquiries for bid results. Individuals or company representatives may attend a bid opening which is open to all interested parties or email for a summary of the bids. Bid award results will only be released to parties via email once the Newmarket School Board has been notified and awarded the bid. The bids and proposals are governmental records and shall be available to the public under the Right-to-Know Law. The District will not accept bids or proposals marked confidential in whole or in part. All concepts, information, and cost savings alternatives presented by the bidder during the bid selection process shall become the property of the District and shall thereafter be used at the District's sole discretion. The District shall own all instruments of service.
10. CONTRACT REQUIREMENTS:
 - a) The selection of the Contractor is conditioned upon the Contractor executing an agreement acceptable to the District. In the event the District cannot reach an agreement with the apparently selected Contractor to the District's satisfaction, the District reserves the right to terminate negotiations with no obligation to the apparently selected Contractor and to enter into any agreement with any other party of the District's choosing.
 - b) The District may at any time terminate the services and/or contract with the Contractor for the District's convenience and without cause. In the case of such termination for the District's convenience, the Contractor shall be entitled to receive payment from the District limited to actual documented expenses of the Contractor as of the termination date as its sole remedy. In no event will the District be responsible for lost profits, compensatory, or other consequential damages.
 - c) To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless SAU 31-Newmarket School District, and the District's officials, agents, employees, and volunteers (Indemnified Parties) or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from performance of the work including claims for damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property caused by the negligent and intentional acts or omissions of the Contractor, a subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part or by the negligence of a party indemnified hereunder. The indemnification provision shall survive termination or expiration of this agreement.
 - d) The contract price shall not be exceeded under any circumstances unless the District gives prior written approval to the work and the additional cost of the work prior to the work being undertaken that would form the basis of the Contractor's claim to an additional amount over the contract price.
 - e) Changes in the scope of the work shall be accomplished only by mutual agreement and shall be fully executed as an addendum to the original agreement. Accordingly, no course of conduct or dealings between the parties, nor any expressed or implied acceptance of alterations to the original scope of work and no claim that the District has been unjustly enriched by any alterations or additions to the work whether or not there is, in fact, any unjust enrichment to the work shall be the basis of the claim to an increase in the amounts due.
 - f) A written and fully executed agreement between the District and the Contractor is required prior to beginning work for the District.

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- g) The documents comprising this RFP and any Addenda Provisions that may have been issued will be incorporated into the contract.
 - h) The Contractor shall keep full and accurate records in connection with the services provided by it under the Agreement.
 - i) The terms, conditions, representations, and warranties contained in the agreement shall survive the termination or expiration of the Agreement.
 - j) The agreement shall be governed and construed in accordance with New Hampshire law and all disputes shall be resolved in courts in Rockingham County, New Hampshire.
11. NON-APPROPRIATION CLAUSE: Multi-year contracts entered into as a result of this RFP require a non-appropriation clause.
12. INSURANCE: The selected Contractor awarded the bid will be required to submit a certificate of insurance and policy endorsements naming the SAU 31-Newmarket School District as additional insured and shall be subject to approval by the District and its insurance carrier for adequate protection. Said certificate of insurance must have a minimum liability limit as outlined below for Comprehensive General Liability Combined Single Limit and workers' compensation coverage in accordance with NH State law. The Contractor shall procure and maintain for the duration of the agreement Workmen's Compensation Insurance as required by State Law for all employees that are engaging in any work at the project site, whether directly employed or subcontracting associates. Upon award of the bid, the Contractor will furnish a current Certificate of Insurance to the SAU Business Office no later than 15 business days of receiving notification of bid award, and **prior to the commencement of any work being performed**. The Newmarket School District shall be named an Additional Insured on the Certificate of Insurance and policy endorsements. Insurance shall remain enforce during the full term of the agreement. The Contractor shall submit proof of all insurance COI renewals to District on an annual basis.
- a) Workman's Comp Insurance - As required by law.
 - b) Liability Insurance - General Liability - \$1,000,000 Occurrence/ 3,000,000 General Aggregate with contractual liability coverage for the indemnification obligation in the agreement
 - c) Umbrella Liability – \$2,000,000 Occurrence/ 2,000,000 General Aggregate, with no exclusions for sexual abuse or misconduct.
13. All bids must be signed by an authorized representative of the Contractor.
14. Should the Contractor find discrepancies in or omissions from the specifications or should they be in doubt as to their meaning, the Contractor shall at once notify the District, who will send written instructions to all Contractors. The District will not be responsible for any oral instructions or addendums.
15. Proposals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to meet the requirements of the RFP.
16. All work in the District must meet the requirements of all applicable town, local and state codes, laws and ordinances.

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17. All questions during the bidding period should be directed to David Reilly, Facilities Director. Questions should be submitted by email and will be shared with all potential bidders. Email: reillyd@newmarket.k12.nh.us. Please copy Janna Mellon, Business Administrator at mellonj@newmarket.k12.nh.us. **Last opportunity to submit questions shall be Wednesday, October 23, 2024, by 12:00 PM.**
18. Proposal due date is **Monday, October 28, 2024, by 11:00 AM**. Sealed proposals should be submitted to Janna Mellon, Business Administrator at 186A South Main Street, Newmarket, NH or via email to mellonj@newmarket.k12.nh.us. Please reference **GYM CURTAIN REPLACEMENT RFP, 2024-2025** on the sealed bid envelope, or if submitted via email, please see additional requirements outlined in No. 5 above.
19. The District's decision regarding the selection of the Contractor shall be considered final.
20. The District reserves the right to investigate the financial responsibility of all bidders to determine the ability of the firm and/or individual to assure services throughout the term of the project and to provide insurance that will be required by the District.
21. Proposals will be publicly opened at the School Administration Office located at 186A Main Street, Newmarket, New Hampshire, 03857 on Monday, October 28, 2024, at 11:00 AM. The contents of all proposals will be open to inspection by interested parties at the time of opening or by appointment thereafter.

Scope of Work

WORK:

1. Remove existing curtain including bottom pipe, attachments and hardware, operation and lift cables. The Contractor is to dispose of these items.
2. Replace curtain including bottom pipe, attachments and hardware, operation and lift cables.
3. The curtain is approximately 80' wide by 20' high. The Contractor is responsible for final measurements.
4. The curtain will have 8' of red vinyl with black mesh to the ceiling.
5. The District has a lift that can be used for this project. The Contractor is responsible for verifying the lift is suitable. If the lift is not suitable, the Contractor will provide a lift.
6. The schedule of the work will be decided with the winning bidder.

SUBMITTAL REQUIREMENTS:

1. Description of business including number of years in operation.
2. Describe the Contractor's qualifications to provide gym curtain replacement including but not limited to certifications, licenses, training, and knowledge of safety standards.
3. Proof of suitable lift to safely and successfully complete the job.
4. At least five (5) business references.
5. Detail any litigation, mediation, or arbitrations for the past five (5) years including the other party, attorneys involved (if any), and disposition.

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BID FORM

(This form becomes contract Schedule A upon execution of a contract)

Proposal due date is **Monday, October 28, 2024, by 11:00 AM**. Sealed proposals should be submitted to Janna Mellon, Business Administrator at 186A South Main Street, Newmarket, NH or emailed in accordance with RFP requirements to mellonj@newmarket.k12.nh.us. Please reference **GYM CURTAIN REPLACEMENT RFP, 2024-2025**.

GENERAL:

- a) All work shall be performed in accordance with the scope and terms outlined in the RFP.
- b) Costs presented shall be inclusive of all services and terms outlined in the RFP, with no exclusions.
- c) I acknowledge that this RFP must be returned in its entirety, including the Bid form. Each page of the RFP must be initialed by the bidder, where indicated.
- d) **Bid Proposals shall remain valid until the work is performed during the summer of 2025.**

Is the lift suitable?	
Total cost to replace divider curtain	

Name of Contractor: _____

Address: _____

Contact Person: _____

Telephone: _____

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BID FORM

(This form becomes contract Schedule A upon execution of a contract)

Enclosed are:

_____	Description of Business including number of years in operation
_____	Contractor's qualifications to provide gym curtain replacement
_____	Proof of suitable lift.
_____	List of Contracts for Past 5 Years
_____	Business References (at least 5)
_____	Details of Litigation, Mediations, Arbitrations within past 5 years

AUTHORIZED NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

This Bid Form and the above stated Enclosures should be submitted in a sealed envelope, on or before Monday, October 28, 2024, at 11:00 AM.

Submittals should be addressed as follows:

SEALED GYM CURTAIN REPLACEMENT PROPOSAL, 2024-2025

Newmarket School District

Attn: Janna Mellon

186A So. Main Street,

Newmarket, NH 03857