

School Administration Unit 44
23A Mountain Avenue
Northwood, NH 03261

REQUEST FOR PROPOSAL ("RFP")
Sidewalk Repair of Northwood School

Request for Proposals (RFP)

SAU #44 and the Northwood School District (herein referred to as the "District") request proposals and price quotes from qualified Contractors (herein referred to as the "Contractor") to provide the following for Northwood School, 511 First NH Turnpike, Northwood, NH 03261.

General Conditions

1. The successful bidder will be the only Contractor permitted to provide services and products to the District as defined in this RFP.
2. Bidder shall provide a list of at least three Districts or organizations they have provided similar services and products in the last three (3) years. The list will include the name of the District or organization, contact person, and phone number.
3. A performance bond, in the total estimated amount of the annual contract, may be required. The Contractor shall procure and maintain in force a performance bond from an insurance company conditioned upon the faithful performance of the terms of the contract, in an amount equal to one hundred percent (100%) of the contract. The District will not pay for the bond. In addition, the successful bidder agrees to carry insurance in the amount specified below.
4. Each bidder must list any legal proceedings, disciplinary actions, administrative proceedings, arbitration, or mediation pending against them or any such proceedings that have been resolved in the last five (5) years.
5. The SAU and the District shall have the right to declare the Contractor in default if (a) the Contractor becomes insolvent; (b) the Contractor makes an assignment for the benefit of creditors; (c) a voluntary or involuntary petition of bankruptcy is filed by or against the Contractor; or (d) the Contractor is unable to provide evidence of required insurance coverage as set forth below. If the Contractor is declared in default for any reason, the District shall have the right to terminate the contract. In the event of a contractual termination, the District reserves the right to employ

another Contractor to complete the term of this agreement. The original Contractor shall be responsible for any extra or additional expense or damages suffered by the District. In that event, the Contractor will be required to indemnify the District for any loss that may be sustained. The termination of the contract by the District will be without cost or penalty to the District. The District shall only be liable to pay the Contractor for the amounts due to the Contractor as of the date of the breach.

6. The Contractor agrees to be in full compliance at all times with all laws, rules, and regulations of the United States, State of New Hampshire, local authorities and SAU 44 and the District, including insurance requirements, and shall carry all such insurance. The said insurance will protect the District, its officers and employees, from any claims and demands, actions and causes of actions, damages, and costs, loss of service, expenses and compensation.
7. The Contractor agrees to maintain and pay for all Unemployment and Workers' Compensation insurance as may be required by both Federal and State of New Hampshire laws on all his/her employees engaged in the performance of the terms of the contract. Copies of said insurance policies shall be filed with the SAU Business Administrator prior to inception of services under this contract Agreement.
8. Liability Coverage: During the term of the contract the Contractor shall maintain general liability coverage in an amount not less than \$3,000,000 and commercial vehicle liability coverage for bodily injury and property damage in the amount not less than \$3,000,000 combined single occurrence limit, and workers' compensation coverage as required by Federal and State statute. Certificates of insurance naming SAU and the District as additionally insured entities must be filed with the SAU Business Administrator within two (2) weeks of the award for services. The Insurance Certificate shall provide that no less than thirty (30) days prior written notice of insurance cancellation or material change in coverage shall be afforded to SAU and District.
9. Indemnification: The Contractor shall defend, hold harmless, and indemnify to the maximum extent provided by law, SAU #44 and the District School Board, their officers, agents, employees from and against any and all claims, suits or demands for injuries or damages of any kind to any person or firm, in any way arising out of the performance of the contract whether such operations be performed by the Contractor itself, or anyone directly or indirectly employed by it or any other person or company retained in any way by it to carry on all or a portion of the operations necessary to abide by the terms of this contract and regardless of whether the

instrumentality causing such personal injury, death, property damage, or other loss is owned in whole or in part by the Contractor.

10. Contract Documents: The contract documents shall consist of the RFP, any questions and written explanations or clarifications of the RFP provided, all documents submitted by the Contractor in satisfying this request, and signed contractual agreements executed in a form approved by the SAU and the District.
10. No escalation clause. The contract will not include any escalation clause for increased costs due to fuel, repair, maintenance, replacement, employee compensation or benefits, or environmental charges.

Requirements and Specifications

SAU #44 and the Northwood School District are seeking quotes from qualified contractors for Sidewalk Repair of the school.

- **Remove and haul away damaged concrete**
- **Pour new concrete to create new sidewalk**
- **Reset Curb where needed**
- **Apply Sealer**
- **Estimated 1400 square feet**
- **Work must be completed by 8/15/2022**

General Information:

A. Guidelines for Prospective Vendors: the Northwood School District shall award only to responsible Vendors. At a minimum to qualify as responsible, a prospective Vendor must provide to the Northwood School District proof that they meet the following standard requirements related to this request for proposal:

1. Have adequate financial resources for the performance or have the ability to obtain such resources as required during the performance.
2. Have the necessary experience, organization, technical qualifications, skills and facilities.
3. Be able to comply with the proposed or required schedules.
4. Have a satisfactory record of performance.

- b. Limitations: This invitation to bid does not commit the Northwood School District to award a contract, pay any costs incurred in the preparation of a proposal to this request, procure or contract for services or supplies. The Northwood School District 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 proposal if it is in the best interest of the Northwood School District to do so.
- c. Proposal Signature: Proposals submitted by the bidder shall be signed by an official authorized to bind the firm and shall contain a notarized statement to the effects that the proposal is a firm offer for a thirty- day (30) period. The following information must be submitted with the proposal: Name, title, address and telephone numbers of individuals with authority to contractually bind the company, and the name and telephone number of the contact person for clarification of submitted bid information.
- d. Contract Award: The Northwood School District may award a contract based on bids received. Accordingly, each offer that the bidder can submit to the district should be submitted on the most favorable terms from a price and technical standpoint. However, the School District reserves the right to request additional data, discussions or written presentations in support of any bid documents. A contract will only be awarded if all provisions in the request for proposal have been met in the submitted bid documents.
- e. Proposal Submission: In order to be considered responsive, proposals must be accompanied by all required certifications and representations and must be submitted with six (6) copies and one (1) original *{an electronic copy may also be provided}* to:

**SAU #44
Northwood School Sidewalk Repair - RFP
23A Mountain Ave
Northwood, NH 03261**

Each proposal shall be submitted in a sealed envelope and clearly marked.

- f. Further Information: Contractors interested in making a submittal are directed not to make personal contact with the Superintendent or any member of the SAU #44 Board, and / or Northwood School District Board Members or employees or agents from the Northwood School District. Any contact will constitute grounds for disqualification of consideration. Questions about the RFP, its content, proposal format or any other questions deemed necessary to submit a qualified proposal must be directed to the contact identified below.

- g. Termination of Contract for Cause: If, through any cause, the Vendor shall fail to furnish in a timely and proper manner, its obligations under this contract, or if the Vendor shall violate any of the covenants, agreements or stipulations of this contract, the School District shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof at least three (3) days before the effective date of such termination.
- h. Copies of this RFP are available at the SAU# 44 Business Office, located at 23A Mountain Avenue, Northwood, NH 03261, by contacting the SAU, Monday through Friday from 8:00 AM to 4:00 PM at (603) 942-1290, or on the SAU #44 website at www.sau44.org.
- i. SAU #44 and the District are committed to prohibiting discrimination in employment on the basis of race, color, sex, age, religion, national origin, citizenship, height, weight, marital status, or handicap.
- j. The Contractor as required by law shall not discriminate against any employee or applicant for employment with them with respect to hire, tenure, terms, conditional or privileges of employment, or a matter directly relating to employment, because of race, color, religion, national origin, age, sex disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of any resultant contract.
- k. Proposal Submission: Proposals shall include the total cost for the project per the specifications provided. Six (6) copies of the proposal and one (1) signed original document must be submitted in a sealed envelope clearly marked on the outside with the name, address, contact person, phone number and Email address for the contractor responsible for the proposal.

The envelope must be marked in the lower left-hand corner with the following notation:
"Northwood School Sidewalk Repair - RFP".

Proposals must be received before **3:00 pm on June 8, 2022** at SAU#44 to be eligible for consideration by the SAU and District.

Documents should be addressed to:

SAU #44

Northwood School Sidewalk Repair - RFP

23A Mountain Avenue, Northwood, NH 03261

All proposals submitted will become the property of the SAU and District.

L. To be considered responsive, all proposals must include:

1. Transmittal Letter – A signed letter of transmittal briefly stating the Contractor's understanding of the work to be done, the commitment to perform the work within the time period, a statement of why the Contractor believes itself to be the best qualified to perform the engagement and a statement that the proposal is a contractor and irrevocable offer for sixty days.
2. General Requirements – The proposal should demonstrate the qualifications of the Contractor and of the particular staff to be assigned to these engagements. It should also specify an audit approach that will meet the request for proposal requirements. As such, the substance of proposals will carry more weight than their form or manner of presentation.
3. The proposal must provide a straight forward, concise description of the Contractor's capabilities to satisfy the requirements of the RFP. These items represent the criteria against which proposals will be evaluated:
 - License to do business in New Hampshire
 - Contractor Qualifications and Experience
 - Similar Projects with Other Governmental Entities
 - Three (3) Written References
 - Total All-Inclusive Price; the cost bid should contain all pricing information relative to performing the project as defined in this RFP. The total all-inclusive price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses. The district will not be responsible for expenses incurred in preparing and submitting the proposal.

M. The District reserves the right, where it may serve its best interest, to request additional information or clarification from Contractors, or to allow corrections of errors or omissions. Submission of the proposal indicates acceptance by the Contractor of the conditions contained in this request for proposal.

N. It is anticipated the selection of a Contractor will be completed no later than **June 17, 2022**. Following the notification of the selected Contractor it is expected a contract will be executed within fifteen (15) days of said notification. The successful Contractor will receive a contract award for the project from Northwood School District.

- o. Final Selection: The District School Board will select a Contractor based upon the recommendation of SAU 44 and school administrators.
- p. Right to Reject Proposals: Submission of a proposal indicates acceptance by the Contractor of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted.
- q. The District reserves the right to reject any and all proposals and to waive any irregularities if deemed to be in its best interest. The RFP is not a low-bid price competition. Instead, proposals will be evaluated in accordance with the Contractor's responsiveness to the requirements set forth in the RFP, in the district's sole discretion. Any contract awarded will be based upon best perceived value to the district.
- r. There will be no public bid opening. Any information provided in a proposal becomes available for public inspection and distribution as required under New Hampshire "right-to-know" laws after award of a contract. All proposals will become the property of the district.
- s. Questions Regarding the RFP: Questions about the RFP, its content, proposal format or any other questions deemed necessary to submit a responsive proposal must be submitted in writing to:

Bob Ballou, Facilities Director

SAU #44

Northwood School Sidewalk Repair - RFP

23A Mountain Avenue Northwood, NH 03261

To schedule a site visit at the Northwood School contact Bob Ballou, Facilities Director at (603) 462-2022, Monday through Friday, 9 AM – 2 PM.

- t. Contract Document: The contract documents shall consist of the "Request for Proposal" and any questions and written explanation or clarification of the RFP provided, all documents submitted by the Contractor in satisfying this request, and signed contractual agreements executed in a form approved by the district.
- u. Payment Terms: Payment will be made to the Contractor 15-30 days from completion of work and notice of final sign-off.
- v. Termination of Performance: The contract may be terminated at any time by the District for unsatisfactory performance. In such case, the district shall provide written

notice to the contractor citing the unsatisfactory performance, giving the contractor ten (10) working days to improve its performance to the satisfaction of the District. In the event that the Contractor's performance does not improve to the satisfaction of the District, the contract for audit services with the Contractor may be immediately terminated.

1. Termination Options – In the event of a contractual termination, the District reserves the right to employ another Contractor to complete the term of this agreement. The original Contractor shall be responsible for any extra or additional expense or damages suffered by the District. In that event, the contractor will be required to indemnify SAU #44 and the School District for any loss that may be sustained.

w. Non-Transferable: The Contractor shall not have the right to transfer or assign the contract to any other person, contractor or corporation.

x. Indemnification: The Carrier shall defend, hold harmless, and indemnify to the maximum extent provided by law, SAU #44, the School District and School Board of Northwood, their officers, agents and employees from and against any and all claims, suits or demands for injuries or damages of any kind to any person or contractor, in any way arising out of the performance of the contract.