

SAU-70/HANOVER SCHOOL DISTRICT
REQUEST FOR PROPOSALS FOR
RFP 01-2022 Main Entrance Redesign Construction Services
At Bernice A. Ray Elementary School, Hanover, NH

November 21, 2022

PURPOSE:

The Hanover School District - Bernice Ray School (“School District”) requests proposals from qualified firms for construction of a new Main Entrance Vestibule and Reception Area. Interested parties to provide construction management costs and an opinion of proposed construction costs.

See attached design plan.

This project includes:

1. Demolition of existing vestibule suspended ceiling, flooring, exterior and interior walls.
2. Construction of (2) two new vestibules, one for visitors and one for school staff and students.
3. Manage project schedule/time line.
4. Manage procurement of all new materials needed to complete the project.
5. Manage the flow of traffic around the project site, parts of the school will be partially occupied during construction.

Proposal Instructions:

- Interested parties must schedule a the **site visit for December 12, 2022 through December 30, 2022. Call Facilities Building & Grounds to schedule appointment. 603-398-4293.**
- Vendors must complete and submit their proposal on or before **Tuesday January 31, 2023 by 2:00 pm.**

Award Process:

All responses shall be reviewed by the Selection Committee. The Committee shall evaluate the proposals and shall be at minimum composed of a Facilities Director and Business Administrator and/or Principal.

The bidders shall provide a detailed cost proposal of the project. The proposal shall be judged by the selection committee on total cost, completeness of the proposal and plan submitted. The proposal will not be solely based on the lowest total price.

Hanover School District reserves the right to accept or reject all or any portion of any or all proposals

submitted, to waive informalities, irregularities or technicalities on any proposal, to examine all aspects of the proposal, tangible and intangible, and to make the award which appears to be in the best interest of Hanover School District.

The schedule of events shall occur as such:

- Walk-thru shall occur Monday December 12, 2022 through December 30, 2022.
- RFP response due Tuesday January 31, 2023 by 2:00 pm.
- Notice to proceed TBD.
- Tentative project schedule – Start Date June 23, 2023 with completion by August 13, 2023.

Proposal Inquiries: All inquiries concerning this request shall be made in writing to: Jamie Teague, Business Administrator, SAU#70, 41 Lebanon Street, Suite 2, Hanover, NH 03755; e-mail jteague@sau70.org – telephone at (603) 643-6050, ext. 4032 or Anthony Daigle, Director of Facilities email anthonydaigle@sau70.org telephone at 603-398-4293.

Project information, including addendums, shall be posted to the following SAU70 website:

<https://www.sau70.org/departments/facilities>

PROJECT CRITERIA:

Scope/Description of work and services:

The following information is provided with the best information available. Any omissions or deficiencies should be brought to the attention of the Business Administrator. Clarifications and/or amendments shall be posted to the website.

Location: 26 Reservoir Road, Hanover, NH

The Bernice Ray School includes Pre-Kindergarten through Fifth Grade. The main building was erected in 1970, with additional space added over 3 decades spanning 1994 -2014.

The main entrance was redesigned in 2014. Since this time school administration has discussed security measure with HSNH (Homeland Security of New Hampshire) at the Bernice Ray Elementary School. One recommendation is to position the Receptionist to face the pedestrian traffic as it approaches the school's main entrance. Another recommendation is to reinforce the walls and glass panels. Administration of the school would also like two seperate main entrances one for visitors and one for students and staff.

Attached you will find the existing layout of the main entrance and a design progress set of the proposed main entrance. Refer to option #2 and omit the exterior canopy. Canopy is a wish list item.

Work to be performed shall consist of the following:

1. Construction management, work with SAU-70 and Watershed Studio to finalize construction set of drawings.
2. Prepare a schedule for the project demo and construction that aligns with the Bernice Ray

School's calendar year.

3. Procure all materials needed for project completion.
4. Manage sub-contractors.
5. Provide a secure and safe job site.

Permitting:

SAU-70, Facilities Building & Grounds office will obtain all permits associated with the project.

Proposal Content:

Proposals shall be as detailed and comprehensive, in regard to Construction Management and Construction estimate of cost per square foot. The proposal shall include charges for installation, shipping, insurance, waste transport and disposal, and all other costs associated.

The proposal shall include:

- a cover letter highlighting relevant experience in this area and the firm's name of the company, address, and telephone number
- a list of key personnel who will be involved in the project
- a list of in-house services normally provided by your company
- any outside consultants planned to be used to complete the project and their pertinent NH State license number(s)
- a list of projects that you have been involved in of similar type or scope, present progress status and a total dollar amount of each project for the last three years
- at least three references for whom you have performed similar types of work
- promotional literature, manuals and/or other documents which will be used as backup data for your company's/consultant's recommendation for this project
- project costs broken down by relevant cost centers
- proposal pricing shall be guaranteed for a period of 60 days from submission

Evaluation of Proposals:

Each proposal shall first be reviewed to determine whether:

- all evaluative criteria have been met
- the firm has adequate staff and resources to perform the specified tasks required to meet the tentative project schedule
- a senior member of the firm is designated as the contact/project manager who will be responsible for providing project schedule and progress information on a weekly basis to a representative of the SAU-70/Bernice Ray School
- the firm has depth of knowledge and experience in the renovation of commercial spaces.
- quality of products being quoted and overall project costs

Proposals shall be evaluated based on responsiveness to the criteria, terms and conditions contained in the RPF. Failures to follow instructions, meet the criteria, or agree to the terms and conditions contained in this RPF may be cause for rejection of the proposal as non-responsive.

All prices quoted shall be exclusive of Sales Tax and Federal Excise Tax, from which the Hanover School District is exempt. Exemption certificates, if required, will be furnished by the Hanover School District at the request of the proposer.

Incurred Costs:

The Hanover School District will not be liable for any costs incurred by the proposers in preparing or submitting proposals for the demolition and reconstruction of the Bernice Ray Elementary School main entrance, lobby and reception area.

CONTRACT AWARD and INFORMATION:

Contract Award:

A written award shall be furnished to the successful bidder within the period for acceptance specified in the proposal and shall result in a binding contract without further action by either party. Signing of the agreement will follow once any required assurances, bonds and/or insurances are in hand with the School District.

Failure to comply with any of the requirements of the provisions relative to signing the contract or failure to furnish the required documents prior to the contract signing shall be just cause for the annulment of the award of the contract. If the contract award or the contract is annulled, the School District may award the contract to the next lowest responsible bidder that has submitted a proposal that complies with all the provisions required to make it formal or advertise a new request for bids. Failure by the contractor to sign the contract within the time provided by this subsection shall not be a reason for an extension of the contract completion date.

Insurance and Indemnification:

The Contractor shall be solely responsible for all loss, expense (including attorney's fees), and damage and shall indemnify the Hanover District against and save the Hanover School District harmless from all claims, demands and judgments made or recovered against Hanover School District because of personal injuries, including death at any time resulting there from, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the project, whether or not caused by negligence of the Contractor, any subcontractor or his or their employees, servants or agents; provided that said indemnification and save harmless obligation shall not apply to circumstances resulting solely from negligence of the Hanover School District, its employees or servants, as finally so determined by a court of competent jurisdiction. Compliance by the Contractor with the following insurance provisions shall not relieve the Contractor from liability under this provision.

Prior to commencement of the Work, Contractor shall furnish District with an acceptable insurance certificate from Contractor's insurer naming Hanover School District as an additional insured evidencing that Contractor has the following coverage and liability limits:

- **Workmen's Compensation:** Statutory requirements apply.
- **Employer's Liability Insurance:** \$100,000 each accident, \$500,000 disease policy limit, \$100,000 each employee.
- **Commercial General Liability:** \$1,000,000 each occurrence bodily injury and property damage, \$2,000,000 general aggregate - include per project endorsement, \$2,000,000 projects/completed operations aggregate.
- **Owner's Protective Liability:** \$2,000,000 aggregate.

- **Comprehensive Automotive Liability:** \$1,000,000 combined single limit for bodily injury and property damage.
- **Commercial Umbrella Liability:** \$1,000,000 each occurrence, \$1,000,000 aggregate.

Contract Security:

The Contractor shall furnish a Performance Bond in an amount at least equal to one hundred percent (100%) of the Contract price agreed upon as security for the faithful performance of this Contract and also a Payment Bond in an amount not less than one hundred percent (100%) of the Contract price or in a sum not less than that prescribed by State, or local law, as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract.

Payment and Compensation:

Payment terms: Payments shall be due no later than 30 days after receipt of invoice.

Extra Work and Change Orders:

The School District may require the performance of extra work or changes in the work as may be found necessary or desirable. Change in the work and written orders for extra work (Change Orders) must be approved in writing by the School District's Business Administrator prior to the Contractor executing the work. The amount of compensation to be paid to the Contractor for any extra work so ordered shall be made in accordance with one of the following plans: (1) a price agreed upon between the parties and stipulated in the order for the extra work; or (2) a price based on the unit/hourly prices quoted in the proposal.

Mutual Responsibility of Contractors:

If, through acts of neglect on the part of the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor's will so settle. If such other Contractor or Subcontractor shall assert any claim against the School District on account of any damage alleged to have been sustained, the School District shall notify the Contractor, who shall indemnify and save harmless the School District against any such claim.

Contractor's Warranty of Title to Materials:

No material, supplies, or equipment to be installed or furnished under this contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the School District free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph; however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the

hands of the School District. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

General Guaranty:

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the School District, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which appear within the warranty period two years from the certified date of completion or substantial completion of the work unless a longer period is specified. The School District will give notice of observed defects with reasonable promptness.

Termination of Contract:

The contract may be terminated by the School District in whole or in part with thirty days (30) notice, if it is deemed in the best interest of the District. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the School District and will be turned over promptly by the Contractor.

The School District may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the School District may secure the required services from another contractor. If the cost to the District exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the School District provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

Additional Information:

- Applicants are responsible for having ascertained pertinent local conditions, such as equipment, conditions, locations, accessibility, and knowledge of conditions affecting the work. The act of submitting a proposal is to be considered as full acknowledgment that the applicant inspected the site and is familiar with the conditions and requirements of these specifications.
- The SAU70-Hanover School District reserves the right to make a written request for additional information from a Contractor/Vendor to assist in understanding or clarifying a proposal. The responses are to be provided in writing.
- Required Material Safety Data Sheets (MSDS) for material brought on site by the successful Contractor must be available on site at all times.
- SAU70- Hanover School District reserves the right to request a criminal background check on any employee of the Contractor and reserves the right to decide that anyone with a criminal history, other than traffic violations that have not been annulled, will not be allowed to work at the project site.

- Shirts are required to be worn at all times on the work site, smoking is not allowed on school grounds. No radios or headsets are allowed. All parking for vehicles and equipment must be cleared through the Facilities Department. Use of cell phones and radios are prohibited while vehicles are in motion. Posted speed limits are to be obeyed. Infractions of rules can result in the offender being asked to leave school grounds.
- The successful firm awarded the contract for the reconstruction of the Bernice Ray School main entry, lobby and reception area will assume all responsibility for delivery thereof.
- The Contractor warrants that the improvements to the Bernice Ray School main entry, lobby and reception area will be free from defects in material and workmanship and will be constructed and installed according to the best techniques available in the industry. The Contractor will furnish all manufacturer warranties to the Hanover School District.

Compliance by Contractor with Laws and Regulations:

In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor. For federal requirements, please refer to the Exhibit E entitled: Compliance with Federal Acts. Any fines assessed to the SAU70-Hanover School District due to the lack of laws and/or regulations being followed will be the responsibility of the successful Contractor.

By submitting a proposal, a prospective bidder/contractor certifies that no claim or defense or ignorance or misunderstanding concerning Federal, State, or local laws, ordinances and/or regulations will be employed by a bidder/contractor or considered by the School District in claims, litigation, alternate dispute resolution procedures, or other matters concerning the contract for which the proposal is submitted.

A prospective bidder/contractor may not have been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal or State agency within the last three (3) years; or have a proposed suspension, debarment, voluntary exclusion or ineligibility determination pending; or have been indicted, convicted, or had civil judgment rendered against it by a court of law having jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Public Disclosure:

Each proposal shall become public information upon the effective date of all resulting contracts or purchase orders on the District website; however, to the extent consistent with applicable state and federal law and regulations, as determined by the State, including, but not limited to the Right to Know Law, the SAU70- Hanover School District shall endeavor to maintain the confidentiality of portions of the proposal that are clearly and properly marked confidential.

Addendums:

In the event that it becomes necessary to add to or revise any part of this RFP prior to the scheduled submittal date, the School District will post addenda to its website at www.sau70.org under the Departments – Facilities section.

Before your submission, always check for any addenda or other materials that may have been issued such as general questions from any and all proposers

Submission of RFP Responses:

Contractors interested in submitting proposals should do so **on or before Tuesday, January 31, 2023 by 2:00 pm**. The words “**RFP 01-2023 Main Entrance Redesign Construction Services**” must be clearly lettered on the outside of the package. This is a sealed bid proposal submission. Your response must include all the materials requested in the RFP. Three (3) copies of the proposal should be mailed or hand delivered to:

Jamie Teague, Business Administrator
School Administrative Unit 70 – Superintendent’s Office
41 Lebanon Street, Suite 2
Hanover, NH 03755

Please contact the School Administrative Unit 70 office should you have any questions regarding this solicitation. The office phone is (603) 643-6050 or by email at jamieteague@sau70.org.

The School District is not responsible for proposals not received due to equipment failure, mail delays, etc. E-mail is NOT an acceptable form of submission. If you want to ensure your proposal was received please verify by calling Jamie Teague at (603) 643-6050, ext. 4032 or you may email at jamieteague@sau70.org

The School District may reject any or all proposals, waive any or all technicalities, and/or advertise for new proposals if in its sole judgment, the best interest of the School District will be served.