

# Door and Access Control Improvements Request for Proposals

## SAFE Grant Funding

### Inter-Lakes School District

#### Meredith, NH

Inter-Lakes School District is seeking proposals for Design/Build Door and Access Control improvements and upgrades from qualified contractors with previous K-12 educational facilities experience, who can meet the project requirements, along with the following specifications provided in this request for proposal. The scope of the project is to provide full design/build implementation of doors, hardware, and access controls improvements and upgrades to fit the budget provided.

The projects are located at:

Sandwich Central School  
Inter-Lakes Elementary School  
Inter-Lakes Middle High School

Sealed proposals marked **“Door and Access Control Improvements”** must be submitted no later than May 5, 2023 at 4:00 p.m. to:

Inter-Lakes School District  
Attn: Brian Swanker  
21 Laker Lane  
Meredith, NH 03253

Question must be submitted by email to Brian Swanker at [brian.swanker@interlakes.org](mailto:brian.swanker@interlakes.org) by May 2, 2023 at 1:00 p.m.

The Inter-Lakes School District reserves the right to accept or reject and/all bids for any reason, or no reason, to waive any informalities or irregularities in any bid, and to award a contract to any Bidder on any basis which the Inter-Lakes School District, in its sole and absolute discretion, determines to be in the best interest of the Inter-Lakes School District, without recourse by any Bidder. While cost/price will be a significant factor in the bid accepted the Inter-Lakes School District, in its sole discretion, expressly reserves the right to award the bid to other than the lowest bidder. The Inter-Lakes School District also reserves the right to accept a bid on one or more items of the proposal, on all items of the proposal, or any combination of items of the proposal. Bidders shall be responsible for any and all expenses they incur in responding to this RFP.

All bids are governmental records subject to public disclosure under the Right-to-Know Law. The Inter-Lakes School District will not accept any bids marked confidential in whole or in part.

# PROJECT SPECIFICATIONS

## PART 1- General

### 1.01 REQUIREMENTS

- A. This section includes furnishing all labor, equipment, hardware and materials, and performing all operations in connection with the furnishing and installing of doors, frames, and hardware complete in place in accordance with the Specifications.
- B. The project timeframe will be performed during the summer break of the school year. Construction can begin as soon as June 21, 2023 and must be complete by August 30, 2024.

### 1.02 SUBMITTALS

- A. Current complete W-9 form.
- B. Certificate of Insurance naming Inter-Lakes School District additionally insured.

### 1.03 STANDARD SPECIFICATIONS

- A. Except where otherwise provided in the Specifications or on Drawings, all work shall be in accordance with International Building Codes and NFPA Life Safety Code.
- B. Final approval of hardware schedule and materials will be by the Director of Facilities.

## PART 2- PROJECT SCOPE

### 2.01 SCOPE OF WORK

- A. **Sandwich Central School**
  - Demolition of existing openings as required
  - Installation of new Doors, Frames, and Hardware as required
  - Roughly six (6) openings to receive replacements
  - Multiple hardware changes
- C. **Inter-Lakes Middle/High School**
  - Demolition of existing openings as required
  - Installation of new Doors, Frames, and Hardware as required
  - Roughly ten (10) openings to receive replacements
  - Multiple hardware changes
- D. **Inter-Lakes Elementary School**
  - Demolition of existing openings as required
  - Installation of new Doors, Frames, and Hardware as required
  - Roughly two (2) openings to receive replacements
  - Multiple hardware changes

## **PART 3- EXECUTION**

### **3.01 GENERAL**

- A. The CONTRACTOR shall provide schedules and drawings. The District shall own all designs, drawings, and instruments of service.
- B. The CONTRACTOR shall work around District's operating hours.

## **CONTRACT REQUIREMENTS**

1. Type of Contract: The project will be constructed with a guaranteed maximum price contract in a form acceptable to the District incorporating the requirements of this RFP. If a contract cannot be reached 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 a contract with any other Contractor of its choosing.
2. All work shall be performed in accordance with applicable local, state and federal codes. The Contractor shall be responsible for obtaining all required permits.
3. The Contractor shall install equipment and materials in accordance with manufacturer's specifications. Installations shall be completed in accordance with all specifications outlined on the drawing and noted in the specifications included with this RFP.
4. The Contractor shall provide a complete one-year warranty of all work from the date of final completion. The one-year warranty shall be renewed and extended for an additional year from the date of correction of any defective or nonconforming work.
5. The guaranteed maximum 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 Contractor's claim to an additional amount over the guaranteed maximum price.
6. The District shall retain ten percent (10%) of any progress payment until the final completion and acceptance of the work by the District. All applications for progress payments shall be in a form acceptable to the District and include signed waiver of liens from all subcontractors and material suppliers.
7. Changes in the work or the time to complete the work shall be accomplished only by change order. Accordingly, no course of conduct or dealings between the parties, nor any expressed or implied acceptance of alterations or additions to the 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.

8. To the maximum extent permitted by law, the Contractor shall, at its own expense, defend, indemnify and hold harmless the Inter-Lakes School District, School Board, SAU #2, and their respective officials, agents, employees, and volunteers from any and all claims, including but not limited to, any and claims for personal injury, debt and property damage which may, in any way, arise from or out of the operations of the Contractor pursuant to the terms 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 the contract. The indemnification provision shall survive termination or expiration of the contract.
9. Certificates of insurance and policy endorsements shall be filed with the SAU #2 Office prior to the effective date of the contract and shall be subject to approval by SAU #2 and its insurance carrier for adequacy of protection. The Contractor shall file updated insurance certificates as coverage becomes effective. Insurance shall not be cancelable without thirty (30) days prior written notice to the District. The District is to be named as an additional insured.
10. The Contractor shall provide builders risk insurance.
11. If the contract amount is \$125,000 or more, the Contractor must provide a payment and performance bond.
12. The terms, conditions, representations, and warranties contained in the contract shall survive the termination or expiration of the contract.
13. Neither party may assign or subcontract any of its rights or obligations under the contract in whole or in part. Any attempted assignment under the contract shall be void and of no effect.
14. The District reserves the right, at any time during the term of the contract, to cancel said contract when the terms of the contract have been violated. 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 the contract. 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.
15. The District also reserves the right to terminate the contract for its convenience by providing Contractor thirty (30) days written notice. If the District terminates the contract for cause and that cause is determined to be insufficient, the termination shall be deemed one for the District's convenience.

16. Any termination of the contract by the District shall be without cost or penalty to the District. The District shall be liable to pay the Contractor only such amounts as are due as of the date of termination as its sole remedy. The District shall not be responsible for lost profits, compensatory or other consequential damages.
17. The contract and all matters or issues collateral to it, shall be governed by, and construed in accordance with the law of the State of New Hampshire. If any provision of the contract, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the contract or the validity or enforceability of the contract.

### **RFP SUBMITTAL REQUIREMENTS**

1. Description of business, including the Contractor's qualifications including but not limited to certifications, licenses, training and knowledge of safety standards and compliance.
2. Number of years in business.
3. At least five (5) business references, preferably from New Hampshire school districts.
4. Detail any litigation, mediations, or arbitrations for the past five (5) years including the other party, attorneys involved (if any), and disposition.