

KEARSARGE REGIONAL SCHOOL DISTRICT

REQUEST FOR PROPOSAL

KRHS Athletics Storage Shed

The Kearsarge Regional School Board invites proposals for the construction of a storage shed built to specifications of the architectural and structural engineered drawings supplied.

Please submit an original and three copies of your proposal, in a sealed envelope marked “SEALED OFFER – KRHS Athletics Storage Shed”

Attn: Todd Fleury,
Kearsarge Regional School District
114 Cougar Court
New London, NH 03257

Sealed proposal(s) for this solicitation will be due at the above address no later than May 6, 2019 at 2:00 pm.

SECTION 1- OVERVIEW

1. **PURPOSE:** The purpose of this Request for Proposal, (“RFP”) is to solicit sealed proposals from qualified contractors to provide Construction services at the Kearsarge Regional High School, located at 457 North Road, North Sutton, NH. The contractor will be expected to perform all tasks in accordance with professional standards and will be required to enter into an agreement with the School District that includes the specifications in this RFP.
2. **PROPOSED CALENDAR RFP:** Proposals are due no later than 05/06/2019 at 2:00PM. Notification of Award after school board meeting held May 9, 2019.
3. **REQUIRED SPECIFICATION TO THE REQUEST FOR PROPOSALS:** This document and all appendices are considered part of the required specifications. The Kearsarge Regional School Board reserves the right to modify any part of the document at its discretion.
4. **ADDENDA:** Any “Addenda or Instructions to Bidders” issued by the School Board prior to the closing date shall be addressed in any proposal submitted by a Bidder, and will be included in any contract later awarded.
5. **ADHERENCE TO LAW:** All phases of this solicitation shall be in accordance with applicable state and federal laws, even where not expressly stated herein, including conditions imposed by funding sources. The Bidder agrees to satisfy any such requirements.

SECTION 2 - STATEMENT OF WORK

The School District is seeking qualified parties to submit sealed proposals for removal of existing exterior window/door units and install specified operational window and fascia into 16 openings. The Kearsarge Regional School District, also referred to as the Owner, is a Pre-K to grade 12 public school system serving approximately 1700 students in 7 schools. The School Board reserves the right to select the final contractor which may or not be made solely on low bid pricing.

SECTION 3 – REQUIREMENTS AND PROCESS

To qualify for bidding, interested contractors must submit their intent to bid and request for walk through no later than Wednesday 04/26/2019 at 2PM. All submissions should be made to Todd M. Fleury (Director of Facilities) at tmfleury@kearsarge.org or at 603-526-2051 ext.234

1. **Notice of Award:** The project shall be deemed as having been awarded when the formal notice of acceptance of his proposal has been duly served upon the intended awarded by an authorized officer or agent of the owner.
2. **Start Date:** Project period shall begin on June 19, 2019
3. **Completion Date:** The project shall end on September 9, 2019
4. **Responsibility for Measurements and Quantities:** The bidding contractor shall be solely responsible for the accuracy of measurements for estimating the material quantities and labor required to satisfy these specifications.
5. **Discrepancies and Addenda:** Should a bidder find any discrepancies in the drawings and/or specifications, or should he be in doubt as to their meaning, he shall notify the owner at once who will then send a written addendum to all bidders concerned. Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal, or binding.
6. No extras will be authorized because of failure of the contractor to include work called for in the addenda or scope of work.

- 7. Competency of Bidder:** To enable the Owner to evaluate the competency and financial responsibility of a contractor, Bidders shall furnish the following:
1. The address and description of the Bidder's place of business.
 2. The Name and/or articles of co-partnership or incorporation.
 3. Itemized list of equipment available for use for this contract.
 4. Three references for similar work performed.
- 8. Disqualification of the Bidder:** Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his bid:
1. Failure to submit intent to bid prior to 5/6/19 at 2PM.
 2. Evidence of collusion among bidders.
 3. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.
 4. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.
 5. Uncompleted work under other contracts which, in the judgment of the Owners, might hinder or prevent the prompt completion of additional work if awarded.
 6. Being in arrears on existing contracts, in litigation with an Owner, or having defaulted on a previous contract.
- 9. PAYMENT:** The contractor shall submit invoices to the Owner for approval and processing of progress payments. Payments shall consist of three (3) equal payments equal to the total cost of the contract. Schedule of payments shall be:
1. Project 25%
 2. Project 50%
 3. Project 100%

10. SUBMISSION INSTRUCTIONS: The proposal shall be submitted in a concise, typed and bound neat manner. An original, so marked, and three (3) copies signed by the Bidder's contractual binding authority must be *received no later than 05/06/2019 at 2:00PM*. Email, fax, or other forms of the proposals will not be accepted. Proposals received after the closing date and time will not be accepted. All proposals must be sealed and labeled on the outside of the sealed envelope or package with the following:

“SEALED OFFER – KRHS Athletics Storage Shed” to:

Attn: Todd M. Fleury-Director of Facilities, Kearsarge Regional School District,
114 Cougar Court, New London, NH 03357

11. CLOSING DATE: To be considered, a proposal must arrive at the issuing office *on or before than 05/06/2019 at 2:00PM*. Bidders mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. Bidders must submit a complete response to the RFP, using the format outlined. The School District will not accept e-mails, faxes or other forms for the proposal. Inquiries that are pertinent to all solicited Bidders will be answered by addenda to all solicited Bidders.

12. REJECTION/AWARD OF PROPOSALS: The School District reserves the right to accept or reject any or all submissions, to negotiate with any or all responsible Bidders, and to waive any informalities in the Request for Proposals process, and to enter into an agreement with the Bidder whom the School District in its sole discretion determines is in the best interests of the School District even though the Bidder may not be the lowest bid or proposal. Bidders shall be responsible for any and all expenses that they may incur in preparing their proposals.

SECTION 5– AWARD

- 1.AWARD:** The School Board shall award a contract by a proper vote. The School Board anticipates, but does not guarantee, that it will select a Bidder on or about May 9, 2019.
- 2.CONTRACT:** The successful Bidder shall sign a contract substantially in the form of that attached hereto as Appendix II. The proposal submitted by the successful Bidder shall become an attachment to the contract or agreement signed by the Kearsarge Regional School District representative and the selected Bidder. Price quotations and other time dependent information contained in the proposals must be valid for a minimum of Thirty (30) days from the closing date of this RFP.
- 3.BASIS FOR REJECTIONS AND AWARDS:** The School District reserves the right to accept or reject any or all submissions, to negotiate with any or all responsible submitters, and to waive any informalities in the Request for Proposals process, and to enter into an agreement with the Bidder whom the School District in its sole discretion determines is in the best interests of the School District even though it may not be the lowest bid or proposal.

APPENDIX I

CRIMINAL BACKGROUND CHECKS

The Bidder shall conduct criminal record checks on employees that will have direct contact with students and maintain employment records of these activities as required by state and federal regulations. The Bidder shall require all such employees to authorize such a background check, provide all necessary information, and be responsible for all fees incurred. Prior to rendering services, the Bidder will provide the results of the background checks.

SEXUAL HARASSMENT CLAUSE

Each Bidder must certify that it has complied with the requirement of Section 703 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C., Section 2000e, et seq., and Title IX. The terms of that law, as applicable, are hereby incorporated into this Contract. The School Board states that it is in compliance with said law and has a written policy GBAA.

Signature

CERTIFICATE OF COMPLIANCE WITH DRUG-FREE WORKPLACE ACT

The undersigned Bidder or Agent, does hereby certify as mandated by P.L. 101-226 that he/she/it shall provide a drug-free workplace for all employees engaged in the performance of work under the Contract by complying with the requirements of P.L. 101-226 and further certifies that he/she/it is not ineligible for award of this Contract by reason of debarment for a violation P.L. 101-226. In addition, there will be no smoking by students and/or instructors in or near the vehicles used.

Signature

APPENDIX II

SERVICE AGREEMENT: This Contract is entered into this the _____ by and between the Kearsarge Regional School District (the "School District"), acting by and through its duly authorized representative, and _____ (the "VENDOR").

WITNESSETH:

WHEREAS, the School District desires to engage the services of the VENDOR to provide Construction Services for Kearsarge Regional Public Schools in accordance with the specifications herein.

NOW, THEREFORE, for and in consideration of the mutual undertakings of the parties to this Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the School District and the VENDOR hereby agree that the VENDOR shall provide services as an independent contractor in accordance with the terms and conditions of this Contract.

ARTICLE 1 – Scope of Services and Coverage

1. Documents Comprising the Contract. The services furnished by the VENDOR shall include, but are not necessarily limited to, those outlined in the Request for Proposals (the "RFP"), the proposal submitted by the VENDOR (the "Proposal"), all exhibits attached to either of them, and the exhibits attached hereto, all by this reference made a part hereof.
2. Overview. VENDOR will provide Removal/Disposal of existing door/glass units and install new windows and facia (the "Services") for the School District. Descriptions of the Services are as described in the proposal and as attached hereto as Exhibit A and are incorporated herein by reference.
3. The initial term of the Contract shall commence on June 19, 2019 and shall completed on September 9, 2019 (the "Term").
4. VENDOR's Obligations. The VENDOR will furnish the Services required by this Contract, and as shown in its proposal and Exhibit A.
5. VENDOR shall be paid as described in the Request for Proposal.

ARTICLE 2 – VENDOR Employees Selection and Supervision of Employees.

1. The VENDOR shall have the right to select and determine the persons who shall render the services on School District premises, but the VENDOR shall only provide those personnel who are qualified to provide such services. The VENDOR shall supervise and give personal attention to the faithful prosecution and completion of the work by its employees, and the VENDOR shall at all times enforce strict discipline and order among its employees and shall so conduct its operations as to preserve good relations with the public, School District employees, students and constituents. The VENDOR shall remove from any assignments under this Contract any employees causing breach of the peace or other disturbance of said relations, violating the School Board policies or any provisions of this Contract, or when the School Board determines it is in the best interest of the School District.

2. **CRIMINAL BACKGROUND CHECKS:** The VENDOR shall conduct at its sole expense criminal record checks on employees that will have direct contact with students and maintain employment records of these activities as required by state and federal regulations. The VENDOR shall require all such employees to authorize such a background check, provide all necessary information, and be responsible for all fees incurred. Prior to rendering services, the VENDOR will provide the results of the background checks to the School District.
3. **Payment of VENDOR Employees.** VENDOR is an independent contractor. No employee of VENDOR shall be considered an employee of the School District and VENDOR shall assume sole and exclusive responsibility for the payment of wages and all applicable employment taxes and insurance. The VENDOR further agrees to comply with any other federal, state or local law or regulation regarding compensation, hours of work, or other conditions of employment including, but not limited to, federal or state laws or regulations regarding minimum compensation, overtime, and equal opportunities for employment such as the Federal Fair Labor Standards Act and RSA 275. VENDOR alone shall be responsible for the acts, omissions, conduct and/or control of any and all personnel in its employ.
4. VENDOR must certify that it has complied with the requirement of Section 703 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C., Section 2000e, et seq., and Title IX. The terms of those laws, as applicable, are hereby incorporated into this Contract.
5. **Drug-Free Workplace.** VENDOR does hereby certify as mandated by P.L. 101-226 that he/she/it shall provide a drug-free workplace for all employees engaged in the performance of work under the Contract by complying with the requirements of P.L. 101-226 and further certifies that he/she/it is not ineligible for award of this Contract by reason of debarment for a violation P.L. 101-226. In addition, there will be no smoking by students and/or instructors in or near the vehicles used.

ARTICLE 3 – Insurance

During the term of the Contract, the VENDOR shall maintain general liability coverage in an amount of not less than \$1,000,000 and vehicle liability coverage for bodily injury and property damage in an amount of not less than \$1,000,000 combined single limit, and worker's compensation coverage as required by federal and state law. VENDOR shall also provide professional liability insurance in the amount of \$1,000,000. Certificates of insurance naming the Kearsarge Regional School District as an additional insured must be filed with the Kearsarge Regional School District no later than September 1st of each Contract Year. The VENDOR shall provide copies of all insurance notices of changes to terms, conditions, or limits, including, but not limited to, notices of cancellation or nonrenewal not less than 30 days prior to effective date. Copies of all insurance policies and applicable declarations pages shall be made available to the Kearsarge Regional School District, not later than September 1st of each year.

To the fullest extent permitted by law, the VENDOR shall protect, indemnify, save, defend and hold harmless the Kearsarge Regional School District, its Boards, officers, officials, volunteers, employees, and agents, from and against any and all liabilities, obligations, claims, demands, damages, penalties, causes of action, loss of services, compensation, costs and expenses, including but not limited to reasonable attorney and paralegal fees, which the Kearsarge Regional School District and its Boards, officers, officials, volunteers, employees, and agents may become obligated by reason of any accident, bodily injury, death of a person or loss of or damage to tangible property, which may in any way arise directly or indirectly in connection with or out of the services performed by VENDOR or anyone directly or indirectly employed by VENDOR or any other person or company retained in any way to carry on all or any portion of the services necessary to abide by the terms of the Contract, including but not limited to any negligent, intentional, or wrongful act or omission by the VENDOR or its officers, employees, or agents.

ARTICLE 4 - Termination or Failure to Report

1. Termination for Cause. The School District shall have the right to terminate this Contract for failure of performance by the VENDOR. Upon receipt of written notice by the School District of the VENDOR's failure to perform under the Contract, the VENDOR shall have thirty (30) days to remedy such breach of performance or default. Should the VENDOR fail to remedy or cure within the prescribed thirty (30) days, this Contract shall terminate without further notice from the School District.
2. Termination for Convenience. The School District may terminate this Contract without cause with no penalty or cost to the School District by providing VENDOR thirty (30) days written notice.
3. Insolvency. The School District may terminate this Contract without prior notice should the VENDOR become insolvent, voluntarily file for bankruptcy, receivership, or make any assignment for the benefit of creditors, or should the VENDOR have commenced against it any proceeding, suit or action in bankruptcy or receivership provided such proceeding, suit or action is not dismissed within thirty (30) days.
4. School District's Obligation to Pay When Contract Terminated. VENDOR'S sole remedy if the School District terminates this Contract shall be payment for services VENDOR satisfactorily completed prior to the date of termination. The School District shall have the full right to use VENDOR'S work in any manner in its sole discretion, and without claim on the part of the VENDOR for any additional compensation. Under no circumstances shall the School District be responsible for incidental or consequential damages.

ARTICLE 5 – Responsibilities of the VENDOR

1. Reference to Work for the School District. The VENDOR shall not use as a reference for commercial or advertising purposes or any other purposes, any indication of undertakings on behalf of the School District without prior written consent by an authorized representative of the School District.
2. Bribes, Kickbacks and Related Events. The VENDOR warrants that no person or company has been employed or retained, other than bona fide employees working solely for the VENDOR, to solicit or secure this Contract, and that the VENDOR has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the VENDOR any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the School District shall have the right to annul or terminate this Contract without any liability, including any payment for services rendered.
3. Conflict of Interests. To the extent that VENDOR or any of VENDOR's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for, or employed by, the School Board or Kearsarge Regional School District, the VENDOR shall reveal such relationships to the School Board.
4. Illegal Aliens. The VENDOR certifies that it does not, and shall not during the performance of this Contract knowingly employ an unauthorized alien as defined by federal law.
5. Audit. The School Board and authorized representatives shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or otherwise) relating or pertaining to this Contract (including any and all documents and other materials, which support or

underlie those books and records), kept by or under the control of the VENDOR, including, but not limited to those kept by the VENDOR, its employees, agents, assigns, successors and subcontracts. The VENDOR shall maintain complete and accurate records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three (3) years following the completion of this Contract, including any renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available to the School Board, upon request, within five (5) business days, through the VENDOR's agents, representatives, vendors or other designees, during normal business hours at a time and location which is convenient for the School Board. This paragraph shall not be construed to limit, revoke or abridge any other rights, powers or obligations relating to audit, which the School District may have by its policies and local, state or federal statute, ordinance, resolution, regulation or contract, whether those rights, powers or obligations are express or implied.

6. Warranties. VENDOR warrants and represents that it is specially trained, qualified, duly licensed, experienced, and competent to perform the services specified in this Contract. VENDOR also warrants and represents that it will perform the services in this Contract in compliance with such standards as may reasonably be expected from a professional consulting firm or individual in that field.
7. VENDOR shall maintain the confidentiality of any and all information it receives from the School District and shall not disclose to any person that information without the prior written consent of the School District.

ARTICLE 6 – Responsibilities of the School District

1. Data/Materials Furnished by the School District. Any data or material furnished by the School District to the VENDOR shall remain the property of the School District; and when no longer needed for performance under this Contract, shall be returned promptly to the School District. All technical communications and records originated or prepared by the VENDOR under this Contract including papers, reports, charts, graphs, computer data and programs, and other documentation shall be delivered to and shall become the exclusive property of the School District.
2. Contingency: Need for Services. The School District shall be bound under this Contract only to the extent that there is a need for the services to be provided. Such need for the services is to be determined by the School District and its agents in their sole discretion. A thirty (30) day notice will be provided if there is no longer a need for services to be provided.

ARTICLE 7 - Non-Appropriation Language

In the event no funds or insufficient funds are appropriated or budgeted or sufficient funds are otherwise unavailable by any cause whatsoever in any fiscal period for the payments due under the Contract, Kearsarge Regional School District shall immediately notify VENDOR of that event and the Contract shall terminate without penalty or expense to Kearsarge Regional School District on the last day of the fiscal period for which appropriations have been received or made.

ARTICLE 8 – Miscellaneous Provisions

1. Relationship of Parties. The School District and the VENDOR shall not be construed to be partners or joint venturers, nor shall the relationship of the parties be construed as principal and agent, master and servant, or employer and employee for any purposes whatsoever.
2. Licenses and Permits. The VENDOR shall give the proper authorities all requisite notice relating to the work and obtain all official permits and licenses required to perform any of the services required by this Contract.
3. Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the VENDOR and School District and their respective successors and assigns.
4. Assignment. The VENDOR may not assign this Contract or any rights hereunder without the express written consent of School Board.
5. Force Majeure. Neither party shall be liable for failure to perform its obligations hereunder when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, war, weather and energy related closings, governmental rules or regulations or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such cause(s). In the event any facility of the School District is unavailable for services to be performed due to any of the above reasons, then the compensation to the VENDOR under this Contract shall be proportionately reduced.
6. Severability. If any term or provision of this Contract shall to any extent or for any reason be invalid or unenforceable, each remaining term of this Contract shall be valid and enforceable to the extent allowed by law.
7. Notice. All notices, requests, demands, and elections under the Contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or three (3) business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals. To: Kearsarge Regional School District Attention: Todd Fleury, 114 Cougar Court, New London, NH 03257 Fax: 603-526-2145 To Successful Bidder: Manager as defined in successful Bidder proposal. Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.
8. Scope of Contract. All exhibits attached to this Contract are specifically incorporated herein by reference. This Contract, along with the RFP and the proposal, contains the entire understanding and Contract of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein. Notwithstanding the foregoing, the VENDOR's Proposal in response to the RFP is specifically incorporated herein by reference. In the event of a conflict between this Contract and such Proposal, the higher standard contained in this Contract or Proposal shall control. This Contract was prepared through the joint efforts of the parties and shall not be construed against either party as its author.
9. Amendment. This Contract may not be amended or changed other than by an addendum in writing executed by the parties.

- 10. Execution. This Contract may be executed in multiple counterparts, any of which may be considered an original.
- 11. Taxes. The School District shall not be liable for the payment of any taxes levied by the local, state or federal government against the VENDOR, and all such taxes shall be paid by the VENDOR; provided, however, should the School District nevertheless pay any such taxes, the VENDOR shall reimburse the School District therefore. Upon request, the VENDOR shall provide the School District with evidence of payment of such taxes.
- 12. Compliance with Applicable Law. The laws of the State of New Hampshire shall govern the validity, construction, interpretation and effect of this Contract.

WHEREFORE, the parties have executed this Contract and made same effective as of the day and year first written above.

APPROVED: [INSERT VENDOR]

KEARSARGE REGIONAL SCHOOL DISTRICT
(REPRESENTATIVE)

VENDOR

By: _____

By _____

Chairman Vendor Title: _____ Date: _____

Kearsarge Regional
School Board Title: _____ Date: _____

Date Attest: _____

Approved as to form: _____

EXHIBIT A

SCOPE OF WORK

1. Construction of 50'x40' wood structure and concrete pad per design documents. Structure will be located on the far north end of the football field parking lot and will occupy the last four parking spaces.
2. Saw cutting and disposal of asphalt is the responsibility of builder and or their excavation contractor.
3. Roofing to be architectural asphalt shingles color to match existing wood structure and installed consistent to industry standards. Including ice and water shield at all eaves, synthetic felt underlayment for the remainder of slopes, drip edge and penetration flashing.
4. Install aluminum overhead doors (White) with overhead door opener and controls including a combination touch pad for entry.
5. All associated electrical will be provided by KRSD personnel. Saw cutting of asphalt and trench for underground electrical provided by awarded builder.
6. Exterior finish provided by builder as depicted by Architectural drawings.
7. Clean up any and all construction debris associated with this project, as well as repair any damage to the property associated with this project.