

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

**Request for Proposals
Newmarket Elementary School Windows, FY 2023**

Proposal Due Date: June 6, 2022, 3:00 pm

**Mandatory Contractor Conference:
May 31, 2022 at 3:30 PM at
Newmarket Elementary School
243 Main St. Newmarket, NH 03857**

Sealed proposals marked “NES Window Replacement Proposal, FY 23” must be submitted no later than Monday, June 6, 2022 at 3:00 pm to Janna Mellon, Business Administrator, Newmarket School District, 186A Main Street, Newmarket, NH 03857.

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.

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

Proposals will be publicly opened at the School Administration Office located at 186A Main Street, Newmarket, New Hampshire. The contents of all proposals will be open to inspection by interested parties at the time of opening or by appointment thereafter.

GENERAL

1. Project Description: The work includes removal and disposal of existing windows and materials in specified areas of the building, and the purchase and installation of new windows as indicated in the attached drawing A600.2 dated 5/10/2022 and specifications dated 5/10/2022.
2. The Contractor shall provide all items as required to meet all applicable town, local, state codes, laws, ordinances and permits, and District requirements for the scope of work described. Contractor shall obtain all required permits and provide copies of the permits to the District.
3. 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.
4. Direct questions to David Reilly, Facilities Director - email: reillyd@newmarket.k12.nh.us. Questions shall be submitted in writing by 3:00 PM on June 3, 2022. Verbal answers are not binding on any party.
5. A Mandatory Pre-bid conference will be conducted at the site on Tuesday, May 31, 2022 at 3:30 PM. In the event that a Contractor wishes to bid, but cannot make that time or date, an alternate time can be arranged by contacting David Reilly at reillyd@newmarket.k12.nh.us, provided the alternate time occurs on or before May 31, 2022 at 3:30 pm.
6. Bids shall be submitted no later than 3:00 PM on June 6, 2022. Bids shall remain open to acceptance and shall be irrevocable for a period of thirty (30) days after the bid closing date.
7. Contract Time: The work shall be fully completed by April 30, 2023 unless an alternate schedule is agreed to in writing.
8. The work shall be coordinated with the District's use of the facility and shall be scheduled such that the school schedule and activities are not affected by the work of this project. Work shall be performed nights, weekends, and school vacations as required to meet this requirement.
9. Existing Drawings: Drawings are included in Appendix A for reference. These drawings are provided for informational purposes only and do not necessarily reflect actual dimensions. The Contractor shall be responsible to field verify existing conditions and actual dimensions.
10. The Contractor shall visit the site, study and get fully acquainted with existing conditions at the project site and the requirements of this document prior to submitting a bid. The

Contractor shall execute all alterations, additions, removals, relocations etc., as required to provide a complete installation. Contact David Reilly, Facilities Director by email at reillyd@newmarket.k12.nh.us to schedule site visits.

11. All work shall be performed in accordance with applicable local, state and federal codes.
- 12. The Contractor acknowledges that supplemental specifications documents and drawing(s) exist and are essential in determining the full scope of this project. These supplemental documents are posted along with this RFP and all bids shall fully address the requirements outlined in these posted documents.**
13. 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.
14. 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.

CONTRACT REQUIREMENTS

1. 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.
2. The District shall retain ten percent (10%) of any progress payment until the final completion and acceptance of the work by the District.
3. 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.
4. To the maximum extent permitted by law, the Contractor shall, at its own expense, defend, indemnify and hold harmless the Newmarket School District, School Board, SAU #31, 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.

5. Certificates of insurance and policy endorsements shall be filed with the SAU #31 Office prior to the effective date of the contract and shall be subject to approval by SAU #31 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. The Contractor agrees to maintain insurance in the following minimum amounts:

Workman's Comp Insurance - As required by law

Liability Insurance-

General Liability (Contractor's) \$1,000,000 Occurrence/ 3,000,000 General Aggregate

Umbrella Liability (Contractor's) \$2,000,000 Occurrence/ 2,000,000 General Aggregate

Certification of insurance acceptable to the District shall be prior to the commencement of work and not later than fifteen (15) calendar days from notice of contract award. Insurance shall remain enforce during the full term of the contract.

During the term of the contract, the Contractor agrees to maintain Workmen's Compensation insurance on all employees engaged in the performance of the contract.

6. The Contractor shall provide builders risk insurance.
7. If the contract amount is \$125,000 or more, the Contractor must provide a payment and performance bond.
8. The terms, conditions, representations, and warranties contained in the contract shall survive the termination or expiration of the contract.
9. 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.
10. The District reserves the right, at any time during the term of the contract, and after consultation with the Contractor, 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.
11. 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.

12. 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.
13. The contract, and all matter or issued 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.

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.
4. Detail any litigation, mediations, or arbitrations for the past five (5) years including the other party, attorneys involved (if any), and disposition.
5. List of exclusions, if any.

**NEWMARKET ELEMENTARY SCHOOL WINDOW REPLACEMENT, FY 2023
BID FORM**

(This form becomes Schedule A upon signature of a contact)

The undersigned agrees to furnish Materials and Services as described in the specifications, RFP document and in accordance with the drawings provided at the following costs:

Type of Service/Product	Total Costs
Materials and Labor complete in accordance with RFP, specs and drawings as specified.	

Name of Vendor: _____

Address: _____

Contact Person: _____

Telephone: _____

Enclosed are:

- _____ Description of Business and Vendor Qualifications
- _____ Number of years in Business
- _____ Business References (at least 5)
- _____ Details of Litigation, Mediations, Arbitrations within past 5 years
- _____ List of Exclusions, if any.
- _____ Full RFP Document with Bidder's Initials on each page

I have reviewed this RFP document, the drawing(s) posted with this RFP and the supplemental Newmarket Elementary Window Specifications documentation also posted with this RFP.

AUTHORIZED NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

This Bid Form and the above stated Enclosures should be submitted in a **sealed envelope**, addressed as follows: "NES Windows FY 2023" to Janna Mellon, Business Administrator, Newmarket School District SAU #31, 186A Main Street, Newmarket, NH 03857, on or before Monday, June 6, 2022 at 3:00 p.m.