

# NES Classroom Flooring Replacement, FY 2023

## *NEWMARKET SCHOOL DISTRICT REQUEST FOR PROPOSAL*

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### Newmarket Elementary School, Classroom Flooring Replacement, FY 23

**DEADLINE FOR RECEIPT OF PROPOSALS:** **April 14, 2022 3:00 PM**

**INSTALLATION ADDRESS:** **Newmarket Elementary School  
243 South Main Street  
Newmarket, NH 03857**

**PROPOSAL SUBMITTAL ADDRESS:** **Newmarket School District  
Attn: Janna Mellon, Bus. Admin  
186A Main Street  
Newmarket, NH 03857**

School Administrative Unit #31- Newmarket School District ("District") is issuing this request for proposals ("RFP"), for the purpose of obtaining Proposals from qualified Contractors ("Contractors") for classroom flooring replacement at the Newmarket Elementary School. The scope of work is described in the additional notes included in this RFP (Attachment A).

#### TERMS AND CONDITIONS:

1. **BID ACCEPTANCE:** 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.
2. A mandatory site visit shall be held on **Friday, April 1, 2022 at 3:00 p.m.** at Newmarket Elementary School, 243 South Main Street, Newmarket, NH 03857.
3. **FINAL BID PRICE:** If the bidder has any special payment or delivery clauses which could affect the final delivery price of an item or service for bid, that too shall be made part of the bid. If, however, this is not included in the bid, the bidder will be solely responsible for any increased prices due to any circumstances.
4. **NON-TRANSFERRING OF AWARD:** No bidder will be allowed to assign the contract.

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BIDDER'S INITIALS: \_\_\_\_\_

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5. REQUIRED COMPLETION DATE: All work must be complete prior to **August 1, 2022**, unless an extension is agreed upon and pre-authorized in writing by the District. Installation dates to be planned and scheduled in advance to minimize disruption to staff working in the building.
6. LATE PROPOSAL/BIDS: ONLY SEALED PAPER BIDS will be accepted. **No late bids will be accepted after 3:00 pm June 30, 2021.** Any bids received after the specified date and time will not be considered, nor will late bids be opened.
7. PAYMENT TERMS: SAU 31-Newmarket School District will pay the selected Contractor within thirty (30) days following receipt of invoices.
8. WITHDRAWAL OF BIDS/PROPOSALS: Proposals may be withdrawn prior to the opening date and time upon written request of the Bidder. Negligence on the part of the Bidder in preparing his/her proposal shall not constitute a right to withdraw a bid subsequent to the bid opening.
9. PRICING: Unless otherwise specified, all prices listed are firm for the term of the contract. All prices should include all labor and material costs, and any discounts offered.
10. BID RESULTS: The SAU Business Office will not respond to phone inquiries for bid results. Individuals or company representatives may attend a bid opening which is open to all interested parties or by emailing for a summary of the bids. Bid award results will only be released to parties via email once the Newmarket School Board has been notified and awarded the bid. The bids and proposals are governmental records and shall be available to the public under the Right-to-Know Law. The District will not accept bids or proposals marked confidential in whole or in part. All concepts, information, and cost savings alternatives presented by the Bidder during the bid selection process shall become the property of the District and shall thereafter be used at the District's sole discretion. The District shall own all instruments of service.
11. CONTRACT REQUIREMENTS:
  - (a) The selection of the Contractor is conditioned upon the Contractor executing an agreement acceptable to the District. In the event the District cannot reach an agreement with the apparently selected Contractor 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 any agreement with any other party of the District's choosing.
  - (b) The District may at any time terminate the services and/or contract with the Contractor for the District's convenience and without cause. In the case of such termination for the District's convenience, the Contractor shall be entitled to receive payment from the District limited to actual documented expenses of the Contractor as of the termination date as its sole remedy. In no event will the District be responsible for lost profits, compensatory or other consequential damages.
  - (c) To the fullest extent permitted by law, Contractor shall indemnify and hold harmless SAU 31-Newmarket School District, and the District's officials, agents, employees, and volunteers or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys fees arising out of or resulting from performance of the work provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property caused by the negligent and intentional acts or omissions of Contractor, a subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part or by a party indemnified hereunder. The indemnification provision shall survive termination or expiration of this agreement.

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- (d) 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.
  - (e) The District shall retain ten percent (10%) of any progress payment until the final completion and acceptance of the work by the District.
  - (f) 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.
12. **NON-APPROPRIATION CLAUSE:** Multi-year contracts entered as a result of this RFP require a non-appropriation clause.
13. **INSURANCE:** The selected Contractor awarded the bid will be required to submit a certificate of insurance and policy endorsements naming the SAU 31-Newmarket School District as additional insured. Said certificate of insurance must have a minimum liability limit of \$1,000,000.00 for Comprehensive General Liability Combined Single Limit and workers' compensation coverage in accordance with NH State law. The Contractor shall procure and maintain for the duration of this project Workmen's Compensation Insurance as required by State Law for all employees that are engaging in any work at the project site, whether directly employed or subcontracting associates. The Contractor shall provide builders risk insurance. Upon award of the bid, Contractor will furnish a current Certificate of Insurance to the SAU Business Office no later than 5 business days of receiving notification of bid award, and ***prior to the commencement of any work being performed***. The Newmarket School District shall be named an Additional Insured on the Certificate of Insurance and policy endorsements.
14. All quotations must be signed by an authorized representative of the Contractor.
15. Should a Contractor find discrepancies in or omissions from the specifications, or should he/she be in doubt as to their meaning, the Contractor shall at once notify the DISTRICT, who will send a written instructions to all Contractors. The District will not be responsible for any oral instructions or addendums.
16. Proposals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to meet the requirements of the RFP.
17. All work in the district must meet the requirements of all applicable town, local and state codes, laws and ordinances, permits, in addition to any technical societies referenced herein. Contractor shall obtain all required permits and provide copies of the permits to the District.
18. All questions during the bidding period should be directed to David Reilly, Facilities Director. Questions should be submitted by email and will be shared with all potential bidders. Email: [reillyd@newmarket.k12.nh.us](mailto:reillyd@newmarket.k12.nh.us). Please copy Jenna Mellon, Business Administrator at [mellonj@newmarket.k12.nh.us](mailto:mellonj@newmarket.k12.nh.us). Last opportunity to submit questions shall be **Thursday, April 7, 2022 by 3pm**.
19. Proposal due date is **Thursday, April 14, 2022 by 3pm**. Sealed proposals should be submitted to Jenna Mellon, Business Administrator at 186A South Main Street, Newmarket, NH. Please reference **Classroom Flooring FY 23, Newmarket Elementary School RFP** in your submittal.
20. The District's decision with regard to the selection of the Contractor shall be considered final.

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21. The District reserves the right to investigate the financial responsibility of any and all submitters to determine the ability of the firm and/or individual to assure services throughout the term of the project and to provide insurance that will be required by the District.
22. PAYMENT AND PERFORMANCE BONDS: The Newmarket School District requires Payment and Performance Bonds for projects that are over \$125,000.00 be supplied to the SAU Business Office, prior to commencing work.
23. GUARANTEES AND WARRANTY: All parts and labor must be guaranteed and include a warranty of at least one year after final completion of the work and with an additional one year warranty commencing on the date that any defective or nonconforming work was corrected.

# NES Classroom Flooring Replacement, FY 2022 Attachment A

## Additional Information:

### General:

- a. Demolition and disposal of all materials, including existing carpet shall be responsibility of the contractor. All materials to be taken off site.
- b. All material installation shall be installed per manufacturer's specifications.
- c. All materials shall be provided in accordance with the products specified in RFP, unless a change is agreed upon in writing by the District.
- d. Colors of materials, if unspecified, will be selected by the district upon receipt and review samples.
- e. All existing conditions and dimensions are approximate. While every effort has been made toward accuracy, square footage and dimensions need to be verified and adjusted on site as needed.
- f. The District shall ensure that classrooms are emptied of furniture prior to commencement of work.
- g. In accordance with town ordinances, district requirements and/or State guidelines, masks may be required at all times while on Newmarket School District grounds and in Newmarket School District facilities.
- h. After installation is complete, any remaining product (ie partial boxes of flooring) shall become property of the Newmarket School District.

### Room Dimensions and Room Locations:

<b>Room Number</b>	<b>Approximate Square Footage</b>
102	900
220	900
215	900
218	900
216	900
<b>Estimated Total Square Footage**</b>	<b>4500 Square Feet (Estimated)</b>

\*\* Please see comment above in General section, part e.

### Flooring and Underlayment: Existing concrete underlayment

- a. Armstrong Commercial Vinyl Composition High Traffic Tile 12 in. X 12in. X 1/8 in. Thickness
- b. Color Choices TBD with submittals

### Cove Moulding:

- a. Armstrong Cove Wall Base ASTM F1861, Type TP, Group 1, Style B. Coved Base 4 inches height, 0.125 in thickness
- b. Color choices TBD with submittals

## **NES Classroom Flooring Replacement, FY 2022 Attachment A**

Flooring Transitions: No transition pieces at hallway doors. Flush with existing hallway VCT. Match transition lines squared to doorway openings. Clean butt joints. No angles or fillers. Transition to small bathrooms within the rooms will be butt jointed. Contractor will show examples of transition where heights are different.

Other Specifications/Materials: Low VOC adhesives unless proper ventilation is supplied.

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BIDDER'S INITIALS: \_\_\_\_\_

# Bid Form

## NES Classroom Flooring Replacement, FY 2022

Proposal due date is **Thursday April 14, 2022** by 3pm. Sealed proposals should be submitted to Janna Mellon, Business Administrator at 186A South Main Street, Newmarket, NH. Please reference **Classroom Flooring FY 23, Newmarket Elementary School RFP** in your submittal.

- I accept that substantial completion is expected by **August 1, 2022**, unless an extension is agreed upon and pre-authorized in writing by the District.
- I acknowledge that this RFP must be returned in its entirety, including the Bid form and all attachments. Each page of the RFP must be initialed by the bidder, where indicated.
- I have read and reviewed both Attachment A (additional information) and all drawings which accompany this RFP.
- I propose to perform the work described in the drawings and Attachment A for guaranteed maximum price as shown below.
  - Any additional / unforeseen work will not be performed without a properly authorized change order.
  - Final price is subject to change upon issuance of final construction documents.

**Bid Proposals shall remain valid for thirty (30) days.**

Guaranteed Maximum Bid Amount: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Authorized Representative Name and Title: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Any exclusions, qualifications, or comments:

\_\_\_\_\_  
\_\_\_\_\_

Have you, or any of the Principals of your company been involved in any litigation, arbitrations, mediations, or administrative proceedings in the past 10 years?

Yes.  No

If yes, please note the details of the claims, attorneys and resolution below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BIDDER'S INITIALS: \_\_\_\_\_

# Bid Form

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### Vendor Qualifications

The proposal shall include all of the following information. Failure to include all of the required information may result in disqualification of a bidder.

1. List of three (3) references including names, addresses, phone numbers and contact persons, of clients for whom you have performed similar services in this proposal.

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2. State how long you have been operating under your present company name.

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3. Contractor's qualifications, years in business, experience in providing the level and type of service specified in the proposal.

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BIDDER'S INITIALS: \_\_\_\_\_