

**Newmarket Junior Senior High School Annex Kitchenette, 2021**

***NEWMARKET SCHOOL DISTRICT  
REQUEST FOR PROPOSAL***

---

**Newmarket Junior Senior High School Annex Kitchenette, 2021**

**DEADLINE FOR RECEIPT OF PROPOSALS:**            **Tuesday, March 9, 2021 3:00 PM**

**LOCATION OF ANNEX FACILITY:**                    **Newmarket School District  
Annex Building (across from NJHHS)  
218 South Main Street  
Newmarket, NH**

**PROPOSAL SUBMITTAL ADDRESS:**                **Newmarket School District  
School Administrative Unit # 31  
Attn: Janna Mellon, Business Administrator  
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 the installation of the Newmarket Junior Senior High School Annex Kitchenette. The scope of work is described in the attached drawings and described in the additional notes included in this RFP (Attachment A). Drawings will be provided with this RFP.

**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 **March 3, 2021 at 2:00 p.m.** at the Newmarket Junior Senior High School Annex.
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.

---

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

## Newmarket Junior Senior High School Annex Kitchenette, 2021

5. **REQUIRED COMPLETION DATE:** All work must be complete prior to **June 30, 2021**, 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 March 9, 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.

## Newmarket Junior Senior High School Annex Kitchenette, 2021

- (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 Devin Lockley, Facilities Director. Questions should be submitted by email and will be shared with all potential bidders. Email: [lockleyd@newmarket.k12.nh.us](mailto:lockleyd@newmarket.k12.nh.us). Please copy Janna Mellon, Business Administrator at [mellonj@newmarket.k12.nh.us](mailto:mellonj@newmarket.k12.nh.us). Last opportunity to submit questions shall be Friday, March 5, 2021 by 3pm.
19. Proposal due date is Tuesday, March 9, 2021 by 3pm. Sealed proposals should be submitted to Janna Mellon, Business Administrator at 186A South Main Street, Newmarket, NH. Please reference **Newmarket Junior Senior High School Annex Kitchenette 2021** in your submittal.
20. The District's decision with regard to the selection of the Contractor shall be considered final.

## Newmarket Junior Senior High School Annex Kitchenette, 2021

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.

# Newmarket Junior Senior High School Annex Kitchenette, 2021 Attachment A

## **Additional Information (see also attached drawings):**

### General:

- a. Demolition and disposal of all materials shall be responsibility of 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 shown in drawings 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. Plumbing and electrical work shall be completed by the district.
- g. In accordance with town ordinances, district requirements and/or State guidelines, masks are required at all times while on Newmarket School District grounds and in Newmarket School District facilities.

### Cabinets and hardware:

- a. All cabinets shall be a commercial grade, particle board box construction, ½" door overlay. Solid wooden door and drawer fronts. Style and color TBD by district based upon samples provided.
- b. Exposed ends of cabinets shall have finished end panels.
- c. Drawers shall have a slab drawer head.
- d. Cabinetry quote to include all materials and delivery to the site.
- e. Cabinet door hardware, drawer hardware, and hinges as well as installation of all hardware, shall be included. Hardware style and type TBD by district based upon samples provided.
- f. Crown moulding, shelf, and rail moulding as shown in drawings, shall be included.
- g. Matching toe kick shall be included in pricing.

### Sink and Faucet:

- h. Single bowl sink, to fit 30" base cabinet, shall be carefully removed from its current location in the break room at the Annex and reinstalled in the new kitchenette area.
- i. Sink to be installed after installation of countertops (see below).
- j. Cut-outs for sink and faucet to be performed by contractor.
- k. Pull-out faucet with sprayer, currently installed in Annex break room sink, shall be carefully removed and reinstalled in the new Annex Kitchenette.

### Countertops:

- a. Laminate countertop with backsplash, color and edge profile TBD by District based on samples provided.
- b. Countertop pricing to include template, fabrication, delivery and installation.
- c. All exposed countertop edges to be fabricated with finished edges.
- d. Cut-outs for sink and faucet to be performed by contractor.
- e. Installation to include waterproof caulking as needed to prevent water penetration where countertops meet walls/cabinets.

# Newmarket Junior Senior High School Annex Kitchenette, 2021 Attachment A

## Appliances:

- a. District to provide appliances in accordance with design specs.
- b. Contractor to install appliances.

## Installation:

- a. Contractor shall be responsible for site preparation, installation of all cabinets, trim, toekick and hardware.
- b. Contractor shall be responsible for installation of countertops.
- c. Contractor shall be responsible for installation of sink, in accordance with manufacturer's specifications.
- d. Contractor shall be responsible for installation of appliances (District to supply appliances).

# Bid Form

## Newmarket Junior Senior High School Annex Kitchenette, 2021

Proposal due date is Tuesday, March 9, 2021 by 3pm. . Sealed proposals should be submitted to Janna Mellon, Business Administrator at 186A South Main Street, Newmarket, NH. Please reference **Newmarket Junior Senior High School Annex Kitchenette 2021** in your submittal.

- I accept that substantial completion is expected by June 30, 2021, 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 Attachment A and reviewed the drawings which accompany this RFP.
- I propose to perform the work described in the drawings and described in 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

## Newmarket Junior Senior High School Annex Kitchenette, 2021

### 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.

---

---

---

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

---

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

---

---

---

---













