

Pittsburg School District
21 Academy Street
Colebrook, NH 03576
(603) 237-5571

**Request for Proposal
Due May 3, 2024**

I. OVERVIEW

The Pittsburg School District is requesting proposals for the following project:

- Paving school entrance, parking area, sidewalk, and walkway
- Striping of the parking area

II. GENERAL INFORMATION

Two (2) copies of proposal must be submitted on your letterhead with the signature of an authorized representative. Envelopes should be addressed to the Pittsburg School District, 21 Academy Street, Colebrook, NH 03576, and Attn: Bridget Cross. Sealed envelope shall be labeled "Pittsburg School Paving Project" and received by Friday May 3, 2024 an no later than 3:00pm.

The School Districts reserve the right at their sole discretion to reject any and all proposals, wholly or in part, to waive any informalities or irregularities therein, to accept any proposal even though it may not be the lowest proposal, to call for submission of new proposals, to negotiate with any company and/or individual submitting a proposal on all items in the proposal, or any combination of items in one or more proposals, and to enter into an agreement with the proposer whom the individual School Districts in their sole and absolute judgment determine is in the best interest of the individual School District even though the proposer may not have submitted the lowest proposal.

The School Districts will not reimburse contractors for any expenses incurred in preparing proposals in response to this request.

Proposals sent by fax or e-mail will not be considered.

All proposals are governmental records under the Right-to-Know Law. The School Districts will not accept proposals marked confidential in whole or in part.

During the evaluation process the School Districts reserve the right to request additional information or clarifications from proposers. At the discretion of the School Districts, proposers may be requested to make oral presentations as part of the evaluation process.

All ideas, designs, concepts, or information in a proposal regardless of whether that proposal was selected, shall be the property of the School Districts and shall hereinafter be used by the School Districts in their sole discretion.

The School Districts shall own all instruments of service. Submission of a proposal indicates acceptance of the conditions contained in this RFP.

Please call the school to request a viewing of the location at 603-538-6536.

III. INSURANCE AND INDEMNIFICATION REQUIREMENTS

CONTRACTOR will be required to provide general liability, workers compensation, automobile liability, and professional liability insurance in a form and amounts set forth: maintain general liability insurance with a minimum of \$1,000,000 per occurrence/\$2,000,000 aggregate for general liability and \$1,000,000 combined single limit for commercial auto as well as proof of worker's compensation insurance and the contractor shall name Pittsburg School District 21 Academy Street Colebrook, NH 03576 as additional insureds on all required policies except the professional liability policy. The policies shall provide that they cannot be cancelled without thirty (30) days written notice to the School District.

To the fullest extent permitted by law, CONTRACTOR shall protect, indemnify, save, defend and hold harmless SAU #7, the School Districts, including their Boards, officials, agents, volunteers and employees ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of the Agreement or the activities of CONTRACTOR or its agents, employees, contractors or subcontractors, and even if caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.

In addition, and regardless of respective fault, CONTRACTOR shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that CONTRACTOR's officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

CONTRACTOR's obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of the Agreement.

SAU #7 and the School Districts shall not be required to defend or indemnify CONTRACTOR, any subcontractor or any professional service provider.

PROPOSAL REQUIREMENTS

The response should demonstrate the qualifications, competence and capacity of the firm seeking to provide services, and the specific staff the firm intends to assign to the School Districts projects with a concise description of the CONTRACTOR firm's capabilities to satisfy the requirements of the RFP.

SUBMISSION OF PROPOSAL

Proposers must submit their proposals on or before 3:00 pm on May 3, 2024. No late submissions will be accepted. Proposals must be fully sealed. The entire responding proposal to the request shall be placed in a sealed envelope marked "Pittsburg School Paving Project". All proposals must be dropped off or mailed to the SAU 7 Office 21 Academy St. Colebrook, NH 03576.

IV. REQUEST FOR PROPOSALS (RFP) SHALL CONTAIN:

1. A description of the company, a statement of qualifications, experiences, and references.
2. Detailed descriptions of work, materials, and cost figures for the Scope of the Work (described in Section IV).
3. A description of all design, labor, materials, tools, and equipment necessary and required to complete all work for the removal, disposal, and construction of the proposed work.
4. Information concerning whether your company has been and/or is presently involved in any litigation, arbitration, or mediation? (If so, please explain.)
5. Two copies of bid specification.

The specifications contained herein are being submitted to you for your guidance in submitting your bid. Should the Contractor find discrepancies in, or omissions from specifications enclosed, or are in doubt to their meaning they will notify the Business Administrator who will send written instructions to all Contractors. The Pittsburg School District will not be held responsible for any oral instructions. Contractors are free to suggest alternatives and quote prices to specifications provided alternatives are equal or better than the Scope of Work described herein. Any deviations from the requirements of this RFP must be properly identified and fully explained.

V. THE SCHOOL DISTRICT'S AWARDING OF THIS BID IS CONDITIONED ON THE FOLLOWING:

1. The School District will select one Contractor with whom it will make a good faith effort to negotiate an agreement. In the event such an agreement cannot be reached to the satisfaction of the School District, the School 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 its choosing.
2. The competency, responsibility, experience, reputation, and financial standard of the bidders will be considered in making the award. The School District reserves the right at its sole discretion to reject any and all bids, wholly or in part, to waive any informalities or any irregularities therein, to accept any bid even though it may not be the lowest bid, to call for rebids, to negotiate with any bidder, and to make an award which in its sole and absolute judgment will best serve the School District's interest. Bidders shall bid to specification and any exceptions must be noted. The School District reserves the right to investigate the financial responsibility of any and all bidders to determine the ability of the Contractor to assure service throughout the term of the Contract.
3. Prior to the execution of any agreement with the School District, the Contractor must obtain a performance, labor and material bond in an amount that is equal to 100% of the contract price, that is acceptable to the School District, if the cost of the construction and material exceeds \$ 125,000, in accordance with RSA 447:16.

VI. SCOPE OF WORK AND TERMS AND CONDITION OF AGREEMENT BETWEEN SCHOOL DISTRICT AND CONTRACTOR TO BE AWARDED THE BID

The following contains a description of the Scope of Work and other terms and conditions that will likely be incorporated into an agreement between the School District and the Contractor. The School District reserves the right to amend these terms, and include other terms and conditions to the agreement:

A. Option 1 – Pave existing Entrance and parking area

- Pave with Asphalt pavement approximately 39,600 square feet
- Specify type and grade of asphalt
- Replace asphalt on the sidewalk and walkway
- Striping the parking lot

Option 2 - Grind and reuse existing asphalt approximately 39,600 square feet

- Specify type and grade of asphalt if additional is needed
- Replace asphalt on the sidewalk and walkway
- Striping the parking lot

B. Additional Construction Requirements:

The Contractor shall also be required to:

1. Erect and always maintain a fence the work area
2. Obtain and Post all permits
3. Comply with all town, state, and federal laws, including OSHA, EPA, State and Federal agency permits and regulations, in addition to any technical societies referenced herein.
4. Minimize impact on the school property and protect any adjoining properties. The renovations to the building and building openings shall be secured by acceptable means to the School District.
5. Restore any damaged areas as acceptable to all parties involved
6. All work must be in compliance with the NHDOT Standard Specifications

C. Timeline for Work:

The work to be performed under the contract can commence approximately June 20,2024 and be completed no later than June 30, 2024.

D. Other Terms and Conditions to be Incorporated into the Agreement between the School District and Contractor:

1. Any deviations or change orders from the proposed agreement must be submitted in writing to the Superintendent, and any approval will be returned in writing signed by the Superintendent or designee.
2. The Contractor acknowledges that a school-designated representative will monitor all activities and work is to be done in a workman like manner and payment must be approved by the Pittsburg School District.
3. All designs, concepts, information, and cost saving alternative presented by Contractor during the selection process shall become the property of the School District and shall thereafter be used at the School District's sole discretion.
4. All subcontractors shall be subject to the acceptance of the School District.
5. A temporary access road to the building facility must be maintained during construction.

6. A complete set of “as built” drawings, specifications and documentation of all changes must be supplied to the School District upon completion and final payment.

7. The Contractor shall be responsible for obtaining and paying for all necessary permits and/or details, as required by the governing building authorities, for the performance of work. The Contractor shall submit two (2) copies of all proposed material data sheets and samples. Additionally, the Contractor shall submit shop drawings for all detail conditions with a correlated Roadway plan. Associated with the material data sheets the Contractor shall supply two (2) sets of Material Safety Data Sheets (MSDS) if applicable. The Contractor agrees to furnish a labor force that will work in harmony and accord with all other labor groups taking part in or concerned with this facility.

8. It is expressly understood that Contractor is an independent contractor and not the agent, partner, or employee of the School District. Contractor certifies that it is licensed and bonded and is solely responsible for the payment of its employees, workers’ compensation and unemployment benefits, employment, acts and omissions, control, and direction of its employees.

9. The laws of the State of New Hampshire will govern the interpretation of and performance of this Agreement.

E. Warranty: All warranty periods shall commence upon the date of completion of the project with a minimum of two year, except as covered by manufacturers’ warranties, extending more than one year.

F. Payment: At the completion of the roadway, the Contractor shall schedule for a final inspection with the Superintendent or designee of the Pittsburg School District. Prior to final payment, the Contractor shall provide to the Pittsburg School District all required warranties, full and final discharges of liens from major material suppliers and himself and the completion of all punch list items. The Contractor is expected to finance his/her own operations. Request for payments shall be made only for the materials on site and the percentage of work completed as of the date of application. The Contractor shall be responsible for obtaining and paying for all necessary permits and/or details, as required by the governing building authorities for the performance of work.

VII. PROPOSALS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS:

1. Contractors, before submitting their proposals, shall carefully examine the existing roadway at the site, which could affect the work. Recommend a site visit and inspection of the site.

2. A Contractor filing a proposal thereby certifies that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other contractor for the same work; and that the Contractor is

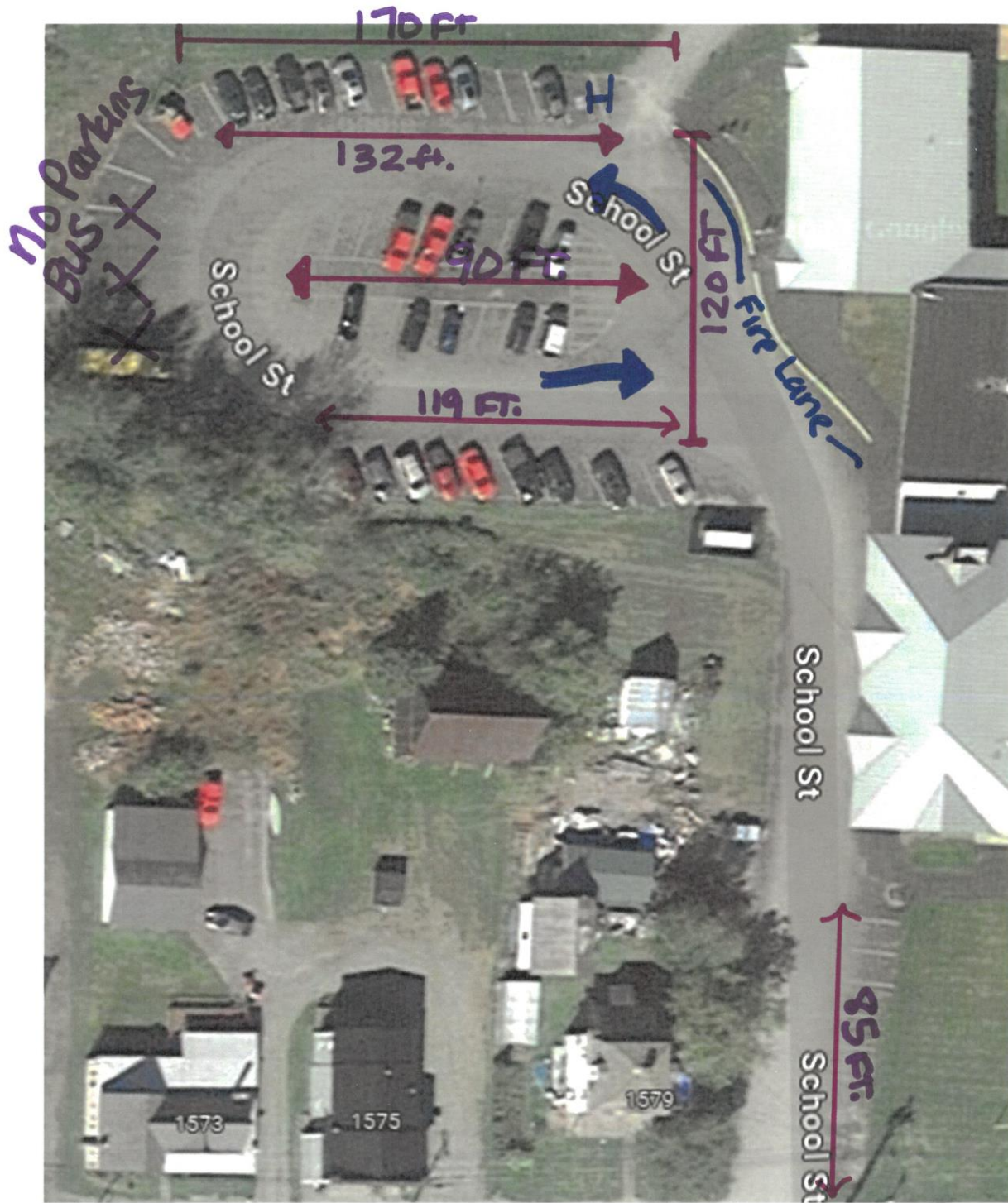
competing solely on his/her/its behalf, without connection with or obligation to, any undisclosed person or firm.

3. No bid shall be withdrawn after the date of submission.

4. Any bid received after the time and date specified shall not be considered.

5. The Contractor will be required to enter into an Agreement with the School District. The School District's awarding of the bid is contingent that the Contractor and School Board agree to all terms of the agreement within 10 days of issuing the agreement or the bid shall be null and void. As previously stated, in the event an agreement cannot be reached to the satisfaction of the School District, the School 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 its choosing. The School District's decision of hiring a Contractor will be final.

See schematic of parking lot.



PAVING BID SHEET – PITTSBURG SCHOOL

Option 1 – Pave existing Entrance and parking area

- Pave with Asphalt pavement approximately 39,600 square feet
- Specify type and grade of asphalt
- Replace asphalt on the sidewalk and walkway
- Striping the parking lot

\$ _____ Price of Bid for Option 1

Notes Regarding Bid: _____

Option 2 - Grind and reuse existing asphalt approximately 39,600 square feet

- Specify type and grade of asphalt for additional needed
- Replace asphalt on the sidewalk and walkway
- Striping the parking lot

\$ _____ Price of Bid for Option 2

Notes Regarding Bid: _____

Contractor Name: _____

Contractor Address: _____

Contractor Phone: _____

Contractor Email: _____

Contractor/Representative Signature

Date