

**REQUEST FOR PROPOSAL PLAYGROUND EQUIPMENT AND
INSTALLATION**

**Proposals are due on April 4, 2022
By 4:00 PM**

ISSUED BY:

**Stewartstown School District
21 Academy Street
Colebrook, NH 03576
603-237-5571**

Playground location:

**Stewartstown Community School
60 School Street
Stewartstown, NH 03597**

REQUEST FOR PROPOSALS

Outdoor Educational Facility School Field at Stewartstown Community School in West Stewartstown, NH

Background

The recreational area at Stewartstown Community School is primarily used by the students at the school in grades K-8. Existing facilities at the school include playground equipment, basketball hoop, athletic fields, and some bleachers.

The existing playground equipment consists of plastic structures that are predominantly accessed by students in grades K-3, but there is no exercise equipment for students. Our Multi-purpose room is typically used for PE. However, due to COVID, the extent of the activities (due to space restrictions) has been limited. Through multiple discussions, the stakeholder team determined the importance for students to have an exercise area outside to help enhance outdoor PE classes, as well as provide other exercise options when students go outside throughout the day.

Service providers may submit more than one proposal if they offer a variety of equipment options.

Scope of Services

The Stewartstown School District is requesting proposals that include outdoor physical educational equipment, the safety surface, and the installation of all equipment.

The outdoor educational facility, consisting of 10 station fitness courses with 10 instructional signs to accompany each station for physical activity will be installed in the field at Stewartstown Community School, which is relatively level and free of debris, above and below ground. This facility will be handicapped-accessible.

The equipment can be provided in one or more structures. The playground should accommodate the widest possible range of activities that will provide fun, promote physical fitness, and encourage social interaction. Among the play activities that should be considered are balancing, climbing, crawling, hanging, imagining, manipulating, pushing, pulling, riding, seesawing, sitting, sliding, swinging, and whirling.

The playground equipment can be made of metal, plastic, or a combination. The color of the equipment shall be earth-tone colors. The equipment proposed shall include at least two benches.

The playground equipment should be in full compliance with both the American Society for Testing and Materials (ASTM) and Consumer Product Safety Commission (CPSC)

guidelines. The equipment shall be accessible to the handicapped in accordance with State and Federal laws.

Each proposal shall recommend and include safety surface material that is believed to be the best value for the money. A portion of the safety surface shall be handicapped accessible.

Installation Schedule

Site visit by March 21, 2022 – call to schedule an appointment

Request for Proposals are due March 28, 2022

The installation will be no later than June 24, 2022

General Information

Point of Contact

Contact School Administrative Unit #7, Business Administrator for any questions related to the RFP.

Cheryl Covill
Business Administrator, SAU #7
21 Academy St
Colebrook, NH 03576
603-237-5571

Deadline for Receipt of Proposals

All replies and proposals in response to this RFP must be received in a sealed envelope and clearly marked as “PLAYGROUND EQUIPMENT” no later than 4:00 PM on April 4, 2022 at the address shown below:

**Stewartstown School District
21 Academy St
Colebrook, NH 03576**

Revisions to the Request for Proposal

If it becomes necessary to revise any part of the RFP, the revisions will be circulated to all those who received the original document.

Limitations of Liability

The School District assumes no responsibility and no liability for costs incurred by proposers in responding to this RFP, or in responding to any further request for interviews, additional data, etc., prior to the issuance of a contract.

Guidelines

The district will use ESSER funds for this project. The successful Bidder will, therefore, be required to enter into a contract with the district that complies with a federal grant and U.S. Department of Education and New Hampshire Department of Education requirements for ESSER funds. As applicable, those requirements include compliance with:

1. Davis-Bacon and related Acts (2 CFR Part 200 Appendix II(D)).
2. Clean Water Act and Federal Water Pollution Control Act (2 CFR Part 200, Appendix II(G)).
3. Equal Employment Opportunity requirements (2 CFR Part 200, Appendix II(C)).
4. Contract Work Hours and Safety Standards Act (2 CFR Part 200, Appendix II(E)).
5. Debarment and Suspension (2 CFR Part 200, Appendix II(H)).
6. Byrd Anti-Lobbying Amendment (2 CFR Part 200, Appendix II(I)).
7. Solid Waste Disposal Act (2 CFR Part 200, Appendix II(J)).
8. Buy-American Act (2 CFR Part 200, Appendix II(L));
9. Domestic Preference for Procurements (2 CFR Part 200.322). The successful Bidder shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements must be included in all sub-awards including all contracts and purchase orders for work or products under the contract;
10. Affirmative steps to contract with small and minority businesses, women's business enterprises, and labor surplus area firms (2 CFR 200.321). The successful Bidder must take the following affirmative steps for all subcontracts:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential resources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourages participation by small and minority businesses, and women's business enterprises; and
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
11. Other Federal Contract Requirements. Any other required federal contract provisions not explicitly mentioned in this RFP shall be incorporated into and made a part of the contract.

The contract must also include termination for cause and convenience provisions (2 CFR Part 200, Appendix II(B)) and provisions that address administrative and legal remedies for the Bidder's breach of contract and provide sanctions and liquidated damages as appropriate (2 CFR Part 200, Appendix II(A)).

BID ACCEPTANCE AND REJECTION:

The School Districts within SAU #7 reserve the right at their sole discretion to accept any Bid and reject any Bid; to award the Bid to other than the low Bidder whom the School Districts in SAU #7 in their sole and absolute discretion determine will best serve the School Districts in SAU #7; to accept the Bid on one or more items of the proposal, on all items of the proposal or any combination of items of the proposal. The School Districts reserve the right to waive any informality in or reject any or all Bids or any part of any Bid. Any Bid received after the time and date specified shall not be considered. The School Districts also reserve the right to negotiate with any individual Bidder.

Bidders are responsible for all costs in preparing their Bids. The School Districts in SAU #7 will make a good faith effort to negotiate an agreement with the selected Bidder. In the event such an agreement cannot be reached to the satisfaction of the School Districts in SAU #7, then the School Districts in SAU #7 reserve the right to terminate negotiations with no obligation to the apparently selected Bidder and to enter into any agreement with any other Bidder of their choosing.

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 the 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 Stewartstown 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.

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 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.

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 Stewartstown School District.

3. All designs, concepts, information, and cost-saving alternative presented by the 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 the Contractor is an independent contractor and not the agent, partner, or employee of the School District. The 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.

Indemnification:

The Contractor agrees to defend, indemnify and hold harmless the Stewartstown School District, its board members, officers, employees, agents from any and all damages, injury, death, loss, claims, demands, or causes of action arising out of, incidental to, or in connection with the work performed under this agreement, whether or not caused by the negligence of the Contractor, any subcontractor or his or their employees, servants or agents; provided that said indemnification and save harmless obligation shall not apply to circumstances resulting solely from the negligence of the Stewartstown School District, its employees or servants, as finally determined by a court of competent jurisdiction.

Compliance by the Contractor with the Agreement's insurance requirement provisions shall not relieve the Contractor from liability under this provision.

Insurance Coverage Requirements:

Prior to commencement or work and as part of the terms of the agreement with the School District, Contractor will provide the Stewartstown School District with Certificates of Insurance, in companies acceptable to the Stewartstown School District, evidencing:

I. Worker’s Compensation – in accordance with the laws of all jurisdictions (state and federal) which may apply to work being performed and including coverage for Employer’s liability with a limit of not less than \$ 100,000.00 Each Accident / \$500,000 Disease-Policy Limit / \$100,000 Disease-Each Employee.

II. Comprehensive General Liability – with Limits of not less than \$1,000,000.00 per occurrence. The insurance will include the following hazards and the certificates will so indicate:

- a) Independent Contractors – covering the Contractor for any work performed by subcontractors.
- b) Contractual – covering the above indemnity agreement.
- c) Products – covering any product provided under this contract and include a vendor’s endorsement in favor of the Stewartstown School District.
- d) Completed operations – covering work performed under this contract.

III. Comprehensive Automobile Liability – covering all owned, non-owned, and hired vehicles of not less than \$1,000,000.00 Combined Single Limit.

IV. Certificate(s) of insurance shall name the Stewartstown School District and SAU #7 as an additional or co-insured under the general liability and auto coverages. The certificates of insurance will indicate that the Stewartstown School District will be advised not less than thirty (30) days prior to any change or cancellation. Such insurance will be maintained for the duration of this contract. Completed operations coverage, where applicable, will be maintained for not less than three (3) years after the end of operations under this contract. If a bond is required, the Contractor must provide the document before work can begin.

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

Payment: At the completion of the project the Contractor shall schedule for a final inspection with the Superintendent or designee of the Stewartstown School District. Prior to final payment, the Contractor shall provide to the Stewartstown 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.

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.

Format for Proposals

Proposers are encouraged to be concise, and proposals must include but are not limited to, the following:

- a) Letter of transmittal and completed BID SHEET.
- b) A detailed listing of all equipment proposed with cut sheets providing all specifications, a detailed description of the provisions provided for handicapped accessibility, compliance with ASTM and CPSC guidelines should be specified.
- c) Full description of the extent of the product warranty provided for all equipment.
- d) Installation schedule.
- e) Qualifications of key personnel proposed to be assigned to this job.
- f) Location of the office from which the management of this project will be performed.

- g) A listing of at least three sites, preferably nearby, with comparable equipment, and a name and phone number of a contact person for each site.

Selection Schedule

Proposals are due at the SAU #7 Office by April 4, 2022, at 4:00 pm. Proposals will be opened at the school board meeting on April 4, 2022.

PLAYGROUND EQUIPMENT FOR STEWARTSTOWN SCHOOL DISTRICT

1. BASE BID

Equipment Purchase	\$ _____
Installation of Equipment	\$ _____
Safety Surface Purchase	\$ _____
Installation of Safety Surface	\$ _____
TOTAL	\$ _____

2. CHECKLIST FOR INFORMATION REQUESTED

Equipment Details	YES / NO
Handicapped Accessibility	YES / NO
ASTM and CPSC Compliance	YES / NO
Warranty Information	YES / NO
Installation Schedule	YES / NO
Key Personnel / Management Office	YES / NO
References	YES / NO