SHAKER REGIONAL SCHOOL DISTRICT

REQUEST FOR PROPOSAL

Professional Design and Engineering Services for SAU Parking Lot

Shaker Regional School District, hereinafter referred to as “District”, is seeking proposals for professional engineering services, hereinafter referred to as “Contractor”, for a parking lot redesign for the parking lot in front of the SAU office, located at 58 School Street, Belmont, NH 03220, to correct a drainage issue.

Shaker Regional School District shall conduct a voluntary pre-proposal meeting on Wednesday, February 24, 2021 at 11:00 am at 58 School Street, Belmont, NH 03220. The intent of the pre-proposal meeting is to:

* + Review the Request for Proposal
  + Answer questions

This is the only opportunity for the Contractors to meet with the District.

Each Contractor seeking consideration for performance of services related to the project must submit a Proposal. Contractors are to submit one original copy signed by an officer authorized to bind the company and 5 copies of their written proposal. All proposals shall be sealed, properly addressed with the name of the Contractor and sent to:

Proposal for Professional Engineering Services for Parking Lot

Shaker Regional School District

Debbie Thompson, Business Administrator

58 School Street

Belmont, NH 03220

Sealed proposals must be received at the above address no later than 11:30 am on Wednesday, March 3, 2021. Proposals received after the scheduled date/time will not be considered. All supporting materials and documents must be included with the proposal. The responsibility of timely delivery lies solely with the Contractor. Faxed and e-mailed proposals are not acceptable.

The District reserves the right to reject any and all proposals, to waive any irregularities in a proposal, or to accept the proposal(s) which in the judgement of proper officials, is in the best interest of the District. The District reserves the right to accept a part of parts of a proposal unless otherwise restricted in the RFP or issue subsequent Requests for Proposal. The District reserves the right to approve or reject any sub-Contractors proposed for work under this proposal or waive any minor irregularities.

The District reserves the right to select the successful Contractor on the basis of proposals received, without seeking further information for clarification from Contractors. Upon review of proposals, the District may designate the most qualified Contractor as finalists. These finalists may be invited to make oral presentations and participate in a question and answer session with the District.

The District does not guarantee that any contract will be awarded as a result of this RFP. In the event that a contract award is made but the contract is not executed, the District does not guarantee that the contract will be re-awarded.

Contractors shall submit the following with their proposal:

* **Letter of Transmittal**: The Contractor shall provide a transmittal letter with authorizing signature for the proposal. The letter must briefly summarize the vendor’s ability and willingness to perform the services required by the RFP.
* **Company Profile and Background**. Provide the following information:
  + **Location** –Provide the location of the proper’s office. Include the local office, a contact name, address, telephone and fax numbers.
  + **Company’s Primary Business** – State the Contactor’s primary business and the number of years in the Contractor’s industry.
  + **State the legal make-up** of your company: sole proprietorship, partnership, corporation, etc.
  + **Please list any Lawsuits that you are currently engaged in.**
* **Key Personnel Information.** Provide the name, title, mailing address, telephone number and e-mail address of the person(s) who will function as the District’s primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project.
* **Proposal Response**
* **Statement of Exceptions to RFP requirements.** Provide a detailed description of any exceptions taken to the requirements of this RFP.
* **References:** Provide a list of references.

Proposals will be evaluation based on cost, previous experience, and references. Contractors shall not assume that any information shared with the District prior to this RFP will be considered in the evaluation process.

All Contractors submitting a proposal will be notified, upon final determination by the District, of the firm selected to perform the requested work after March 9, 2021.

SCOPE OF PROJECT

Shaker Regional School District is seeking proposals from highly experienced and professional firms to perform Professional Design and Engineering Services for the parking lot of the SAU Office, 58 School Street, Belmont, NH 03220.

Currently both sides of the parking lot drain to the middle, where employees and visitors park, as well as resulting in a flow down the entry drive. During cold-weather this freezes, causing a slip and fall hazard.

PROJECT DESCRIPTION

The project is expected to consist of the following:

1. Perform a drainage study.
2. Provide up to three solution concepts to correct the water drainage issue.
3. Complete preliminary design drawing, specifications, and an opinion of probable construction cost. Submit preliminary drawing and specifications by April 7, 2021 for review and comment by the Shaker Regional School District Building & Grounds Committee.
4. Revise plans and specifications as required.
5. Submit final plans, specifications, opinion of probable cost, and other material required to advertise and bid the project by April 28, 2021.
6. Respond to questions about the bidding documents and assist in the evaluation of the bids for responsiveness and price.

Prices proposed shall remain firm for acceptance within 180 calendar days after the RFP closing date.

Each Contractor shall be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the Contractor in response to this RFP shall become the property of the District, and shall not be returned. Respondents selected for further negotiations, as well as the Contractor ultimately selected to enter into a contractual agreement with the District, shall be responsible for all costs incurred by it during negotiations.

Contractor shall indemnify and defend the District and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorney’s fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of Contractor and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

During the term of this Agreement, Contractor shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of New Hampshire:

(1) General Liability Insurance, having a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.

(2) Automobile Liability Insurance, having a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

(3) Employers’ Liability Insurance, having a limit of $500,000 for each occurrence.

(4) Professional Liability Insurance, having a limit of $1,000,000 annual aggregate.

(5) Contractor shall maintain errors and omissions insurance in the amount of $1,000,000.00.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the District. All such insurance policies, excluding Professional Liability Insurance, shall name the District, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the District in the event of cancellation or diminution of coverage

Contractor shall maintain Workers’ Compensation Insurance in such amounts as required by law for all employees, and shall furnish to the District evidence of same.

Except as otherwise provided in this Agreement, documents and reports prepared by Contractor as part of the Services shall become the sole and exclusive property of the District upon payment. However, Contractor shall have the unrestricted right to their use.

Contractor shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the District in the performance of this Agreement shall also remain the property of Contractor.

This Agreement may be terminated by the District upon written notice in the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The District may terminate or suspend performance of this Agreement for the District’s convenience upon thirty (30) days prior written notice to Contractor. In the event of termination by the District hereunder, the District will pay Contractor for Services actually provided up to the date of termination.

Neither the District nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the District or Contractor under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, contractors, sub-contractors and/or representatives.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Belknap County, New Hampshire.

Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first class U.S. mail, postage pre-paid to:

Shaker Regional School District

Attn: Debbie D. Thompson, Business Administrator

58 School Street

Belmont, NH 03220

However this does not restrict the transmission of routine communication between representatives of the Contractor and the District.

Contractor shall not discriminate against any employee or applicant for employment

because of age, sex, gender identity, sexual orientation, race, creed, color, ancestry or national origin, marital status, familial status, physical or mental disability, religion, or genetic information.

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the District. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. This does not, however, prevent the Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services.

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party.

**Letter of Transmittal**

The undersigned herby certifies that items furnished as a result of this proposal will be in full accordance with the Shaker Regional School District specification with the following exceptions

The Contractor’s name and address exactly as it would appear in a contract:

Entity Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor’s Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor’s Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor’s E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Form of Ownership: [ ] Sole Proprietorship [ ] Franchise [ ] Partnership [ ] Corporation

[ ] Joint Venture [ ] LLC [ ] Other (Specify):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If a corporation, state of incorporation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Federal Identification Number (or SSN if sole proprietorship): \_\_\_\_\_\_\_\_\_\_\_

Please include your IRS Form W9 with your proposal.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name and Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current Pending Lawsuits. Please provide any and all suits.

**Key Personnel for this Project:**

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Title | Contact Information: Mailing address, telephone number, fax number, email address | Designated as Primary Contact for District? Yes/No |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

References:

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

Address, City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Address, City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Address, City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**PROPOSAL**

1. Fixed Fee for project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Per Unit Fee
   1. Drainage Study \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   2. Conceptual solutions

with preliminary design

drawings and estimated

construction costs: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. Final Plans, specifications,

Documents for bidding,

Bid responses, evaluation of bids \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Submitted on behalf of:

Entity Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By, (Name and Title) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_