

(For use as legal advertisement)

**Request for Qualifications**  
for  
**Construction Management Services**

For the Goffstown NH School District  
11 School Street  
Goffstown, NH 03045  
603 497-4818

***Submission Due Date: November 17, 2017*** The School District of Goffstown NH invites proposals from providers for construction management services related to additions and renovations for the Bartlett and Maple Avenue Elementary Schools and the Goffstown High School in Goffstown, NH. Copies of the RFQ are available at the Goffstown School District Business Office, located at 11 School Street, Goffstown, NH 03045. Copies are also available on the Goffstown School District website, [www.Goffstown.k12.nh.us](http://www.Goffstown.k12.nh.us). Proposals may be delivered in person or by USPS to the Goffstown School District Business Office, 11 School Street, Goffstown, NH 03045. All proposals must be received by 3:30PM prevailing time to be considered a responsive proposal. The school district reserves the right to extend this deadline by providing a written addendum to the Request for Proposal. ***Proposals submitted by facsimile or electronic mail will not be considered.***

## **Request for Qualifications (RFQ) Invitation**

The Goffstown School District (herein referred to as the District) requests proposals for construction management services related to additions and renovations for the Bartlett and Maple Avenue Elementary Schools and the Goffstown High School in Goffstown, NH. Work will include a review of existing recommendations, and the development of progressive cost estimates through preliminary and final design phases. In addition to construction management services, the selected firm will serve as a consultant to the District for the duration of the contract. The District will accept proposals delivered in person or by USPS to the Goffstown School District Business Office, 11 School Street, Goffstown, NH 03045. All proposals must be received by 3:30PM prevailing time, Friday, November 17, 2017 to be considered responsive. Proposals submitted by fax or EMAIL will be considered non-responsive and will not be accepted. The District reserves the right to request additional information or clarification of any submitted proposals. Proposals must remain open for 120 days. This solicitation will become an addendum to any resultant contract. Proposals may be withdrawn by the submitting firm at any time prior to the closing date and time for receipt of proposals.

Copies of the RFQ are available at the Goffstown School District Business Office, located at 11 School Street, Goffstown, NH 03045 and also from the Goffstown School District website, [www.goffstown.k12.nh.us](http://www.goffstown.k12.nh.us). The Business Office is open to the public Monday through Friday from 8:00 AM to 4:30 PM. The District is an EOE employer and encourages proposals from minority, women-owned, and Disabled Veteran Business Enterprise (DVBE) businesses.

The solicitation will not result in a low-bid price competition. Instead, proposals will be reviewed in accordance with the Evaluation Criteria stated within this RFQ. All firms, principals and individuals being considered for this RFQ must be duly registered and licensed in the State of New Hampshire, in all applicable disciplines. This RFQ supersedes all other proposals, oral and written, and all negotiations, conversations or discussions between the parties related to the subject matter. Contract award will be based upon best perceived value to the District.

Five (5) copies of the proposal in PDF format on individual CD media and one (1) signed hard copy original document by an officer or authorized individual of the firm, must be submitted in sealed envelopes clearly marked on the outside with the firm's name, address, contact person, phone number and EMAIL address.

The envelope must be marked in the lower left-hand corner with the following notation: "RFQ – Construction Management Services"

Documents should be addressed to:  
Goffstown School District  
Attn: Business Administrator  
11 School Street  
Goffstown, NH 03045

Since there is a possibility of negotiation with multiple respondents, neither the identities of the responding firms nor the contents of any proposal will become public information before a contract award is made. Therefore, there will be no public opening. All proposals will become the property of the District and will be made available for review after award of contract.

### **Site Visit and Review**

The sites may be viewed by appointment by contacting Mr. Randy Loring, Director of Facilities for SAU 19 at 603 660-5766.

### **Questions Regarding the RFQ**

Questions about the RFQ, its content, proposal format or any other question deemed necessary to submit a responsive proposal must be submitted by November 10, 2017, in writing to:

Goffstown School District  
Attn: Business Administrator  
11 School Street  
Goffstown, NH 03045

Or by EMAIL to:

ray.labore@sau19.org

### **Contract Period and Requirements**

The Goffstown School District anticipates the contract period to begin within ninety (90) days of January 8, 2018. The District desires the successful bidder to provide for prime construction management services in cooperation with the District and the Architect. The District intends to issue one contract for work at all three sites.

The contract may be suspended or terminated at any time by the District upon a written thirty (30) day notice to the firm(s) in the event of a material breach of contractual obligations. The firm shall be responsible for furnishing all work products including cost estimates, spreadsheets, designs, notes, electronic CADD files, drawings and other documentation within 30 days from the date of the termination notice, at no cost to the District. A default shall include, but is not limited to a "Failure to Perform". Failure to Perform means any of the following actions or inactions by the firm which, if occurring, shall also constitute a material breach of this contract by the firm:

1. The firm provides services which do not meet the specifications of the contract.
2. The firm fails to adequately perform the services set forth in the specifications of the contract.

3. The firm fails to complete the work required or furnish the work product, materials and services required within the time stipulated in the contract.
4. The firm fails to make progress in the performance of the contract or gives the District reason to believe that the firm will not or cannot perform to the requirements of the contract.

The firm and their subcontractors, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly relating to employment, because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of the contract. Criminal Background checks may be required for the firm's and subcontractor personnel who will be working at any of the school district locations.

### **Inherent Acceptance**

The submission of a proposal constitutes the firm's acceptance of and agreement to the terms and conditions of this Request for Qualifications.

### **Contract Award**

After a review of qualifications based upon the requirements contained within this RFQ and the successful completion of fee and contract negotiations, the evaluation committee will submit a recommendation of contract award to the Goffstown School Board. The District reserves the right to reject any and all proposals or to accept other than the lowest priced proposal, and to waive any informalities, omissions, excess wording, or technical defects found within submitted proposals, if in the opinion of the District, such action would be in their best interest. The District reserves the right to accept all or part of any submittal or to cancel in part or in its entirety this RFQ. They further reserve the right to select the proposal that they consider will provide the best overall value to the District.

This Request for Qualifications does not commit the Goffstown School District or any of its representatives to pay costs incurred in the preparation and submittal of a proposal and does not commit the District to procure or contract for materials and services.

### **Project Background:**

The District recently completed the installation and commissioning of portable classrooms at the Bartlett and Maple Avenue Elementary Schools. The District has issued a contract for architectural and engineering design services for a covered walkway connecting these portable classrooms to the main school buildings. Construction of the walkways will include site work, concrete foundation work, customized steel fabrication, electrical and carpentry services. Compliance with all local and state building codes is mandatory. Work at the elementary school sites will need to be completed prior to the start of school in September 2018.

Work at Goffstown high school will include the installation of a pre-engineered steel storage building with addition of a brick facade, all site work and concrete foundation. Compliance with all local and state building and safety codes will be a part of this project. The District also wishes to construct a traditional, wood structure, four bay garage, on the high school site to house athletic equipment and school vehicles. Site work and all other services required to complete this structure will become a part of the contract. At this time, plans and specifications for this structure are not available. Completion of work at the high school site will be determined by the district and the construction manager.

The total project budget for all sites is estimated at \$500,000 and includes both construction and soft costs. Project funding will come from reserves previously established by the District.

### **Items Required for Inclusion in Proposal:**

All proposals must address the following items in the order listed below and must be numbered the same as in the proposal submission document.

1. Description of Firm(s):  
This section is intended to provide the District with the firm's information regarding the size, location, nature of work performed, years in business, and approach that will be used in meeting the project's requirements.
2. Experience Relative to District Needs:  
Elementary Schools - use this section of the Proposal to provide the District with a detailed summary of the firm's experience in programming, planning, and providing "field" services for the construction and renovation of elementary level educational facilities.
3. Background of Firm's Personnel:  
Identify all key personnel from the firm or sub consultants that will be participating in this project and provide a brief resume including pertinent experience of those individuals. All key personnel must be licensed to provide related services in the State of New Hampshire.
4. Knowledge of State Department of Education Regulations for School Construction / Renovation:  
Use this section of the Proposal to describe the knowledge possessed by members of your firm to satisfy State Building Project Regulations and the experience of the firm's staff members in this process.
5. Project Plan and Methodology:  
Briefly describe the procedures your firm will use in conducting each phase of the construction / renovation project to assure that the needs of the District and the local community will be satisfied. What will the firm do in order to

assure that work will be completed in a cost effective and timely manner? Use this section to address the ability of your firm to undertake the projects for which you are requesting consideration. Explain how your firm manages workload balance.

6. Fees:

Describe the method you propose for charging fees for the project work requested within this RFQ. Identify your fee structure and how it will be applied. Indicate the fee method and schedule for each of the subcontractor services required to complete the project. Be sure to submit the individual fee structure for each of the sites.

7. Interest Statement:

Briefly describe the particular or main interest your firm has in the project for which you have submitted a proposal.

8. Litigation, Arbitration, Mediation - If the firm has been a party in any litigation, arbitration or mediation with an owner, or if the firm has ever been terminated for cause while under a construction management agreement, describe each event in detail and indicate the final results.

9. Other - Each firm is encouraged to provide any additional information or description of resources the firm feels is pertinent to this Request for Proposal. (The inclusion of a brochure is acceptable.)

### **Required Meetings**

The selected firm should plan to meet with the Committee at least twice a month for the duration of the contract.

### **Selection Process:**

The process that will be used by the District in selecting a firm to perform services as outlined in this RFP follows:

Goffstown Facilities Building Committee (the Committee):

The Board has appointed this Committee which includes District Administrators and individuals with architectural and engineering experience, to review proposals submitted by firms and to determine finalists. The Committee will interview each of the finalists and will recommend one firm to the Board to complete the projects discussed within this RFQ.

Goffstown School Board (the Board):

The School Board will make the final selection of one firm.

## **Evaluation:**

All proposals will be evaluated to determine the "best" firm to meet the needs of the District. Evaluation will include, but not be limited to the criteria listed below:

- Experience and expertise of firm and sub-consultants.
- Ability to meet time schedules and budgets.
- Proposed method for determining fee.
- Project Plan/Methodology and a Statement of Interest as outlined in the proposal.
- Completeness of Proposal. In order for a proposal to be considered, the proposal must address all of the elements listed within the **Items for Inclusion in Proposal** section.
- Cost
- The District reserves the right to determine firms that will be requested to appear for oral interview.

## **Other Definitions, Contract Terms & Conditions:**

1. **Contract Documents** – The contract documents shall consist of the “Request for Qualifications - Construction Management Services”, all documents submitted by the firm in satisfying this request, and a signed contractual agreement executed in a form approved by the District.
2. **Default** – The District shall have the right to declare the firm in default if (a) the firm becomes insolvent; (b) the firm makes an assignment for the benefit of creditors; (c) a voluntary or involuntary petition of bankruptcy is filed by or against the firm or (d) the firm is unable to provide evidence of required insurance coverage as set forth below. If the firm is declared in default, or in the event the firm forecloses for any reason, the District shall have the right to exercise termination options.
3. **Firm** – Any combination of Construction Management and their respective sub consultants that are required to provide the services requested in the “Request for Qualifications - Construction Management Services”.
4. **Indemnification** – The firm must agree to defend, hold harmless, and indemnify the District, their officers, agents and employees against any and all claims, or injuries to any person or firm, arising out of the actions of the firm, its officers, agents, or employees in fulfilling the terms of its contract with the District.
5. **Liability Coverage** – During the term of the contract the firm(s) shall maintain general liability coverage in an amount not less than \$5,000,000, and workers compensation coverage as required by federal and state statute. Certificates of insurance naming the Goffstown School District as additionally insured entities must be filed with the Goffstown School District Business Office within two weeks

of the award for services. The firm shall provide no less than thirty (30) days prior notice of insurance cancellation or material change in coverage.

6. **Non-Appropriation** – Any resultant contract shall include a non-appropriation clause which states, “In the event that sufficient funds are not appropriated for project completion and other requested architectural and engineering services during the ensuing fiscal year, the District may terminate this agreement by written notice within thirty (30) days of adoption of the district budget for the fiscal year in question, and the agreement shall be terminated effective immediately.”
7. **Non-Transferable** – The firm shall not have the right to transfer or assign the contract to any other person, company or corporation.
8. **Payment Terms** – To be determined. If in the opinion of the District, the quality of service is unsatisfactory or if any other non-performance or sub-standard issues arise, payment may be withheld. The amount and withholding period are at the discretion of the District.
9. **Performance Bond** – Within two weeks of the notice of contract award, the firm may be asked to furnish the District with a performance bond or a written guarantee from a bank in the form of a letter of credit securing performance of the obligations of the firm. The letter of credit or performance bond shall be in an amount not less than the value of services to be provided, shall be in a form acceptable to the District, shall be in effect throughout the duration of the contract and any executed option, and shall be provided at no additional cost to the District.
10. **Termination for Performance** – The contract may be terminated at any time by the District for unsatisfactory performance. In such case, the District shall provide written notice to the firm citing the unsatisfactory performance, giving the firm ten (10) working days to improve its performance to the satisfaction of the District. In the event that the firm’s performance does not improve to the satisfaction of the District, the contract for services may be immediately terminated.
11. **Termination Options** – In the event of a contractual termination, the District reserves the right to employ another firm to complete the term of this agreement. The original firm shall be responsible for any extra or additional expense or damages suffered by the District. In that event, the firm shall be required to indemnify the Goffstown School District for any loss that may be sustained.



**Goffstown School District  
Construction Management Services**

**For the Goffstown School District  
11 School Street  
Goffstown, NH 03045**

**Construction Management Services RFQ Receipt Acknowledgement**

**Contractor Name:**

**Contractor Address:**

**Contact Person:**

**Phone Number:**

**Contact person's E-mail Address:**

**Date RFP Acquired:**

**Signature:**

**Printed Name:**

**Title:**

(This sheet must be returned to the Goffstown School District by November 3, 2017)