### **Request for Proposal**

To Provide Design/Build Services for the Renovation of The White Building Bell Tower At School Administrative Unit No. 19 11 School Street

> Goffstown, NH 03045 (603) 497-4818

Submission Due Date: December 19, 2016

School Administrative Unit No. 19 (SAU 19) is seeking a qualified, professional firm to provide design/build services for the renovation of the White Building Bell Tower located at the SAU 19 Administrative Offices. The Request for Proposal will be released on November 21, 2016, and will be available upon request from the SAU 19 Business Office or online at <a href="https://www.goffstown.k12.nh.us">www.goffstown.k12.nh.us</a>. Request for Proposal may be delivered in person or by USPS to the SAU 19 Business Office, 11 School Street, Goffstown, NH 03045. All proposals must be received by December 19, 2016, no later than 3:30 p.m. SAU 19 reserves the right to extend this deadline by providing a written addendum to the Request for Proposal. *Proposals received via facsimile or EMAIL will not be accepted for consideration by SAU 19*.

### **I. Introduction**

School Administrative Unit No. 19 (herein referred to as "SAU 19") is seeking a qualified, professional firm to provide design/build services as outlined herein to renovate the White Building Bell Tower at 11 School Street, Goffstown, New Hampshire. This solicitation is open to all qualified firms eligible to do business in the State of New Hampshire.

The White Building, which currently houses the Administrative Offices of the Superintendent of Schools for the Goffstown and New Boston School Districts, has been a fixture in the Town of Goffstown since its construction in 1874. The building was constructed to be the Village School House and was used as such for many years, and therefore holds a historical and emotional significance to many people and organizations in the Goffstown area. Since the 1990s, the Town of Goffstown has leased the building to the Goffstown School District for its current use. The White Building Bell Tower and weathervane were part of the original construction of the building. Over the years, time and the elements have compromised the structural integrity of the tower making the renovation of the tower necessary.

#### **II. Specifications**

SAU 19 intends to enter into a contract with one (1) firm that will supply both design and construction services relative to the renovation of the White Building Bell Tower and the replacement of the cupola (see Appendix C for further clarification).

It is the intent of SAU 19 to receive proposals from the most qualified firms for further consideration. Final decisions will be made based on proposals, references, and criteria defined below. Upon selection of the successful design/builder, SAU 19 will negotiate fees and reimbursable expenses. If a mutual agreement cannot reached with the selected firm, the SAU reserves the right to negotiate mutual terms with the second most qualified firm.

The SAU will examine and evaluate each proposal and identify the firm(s) that would contribute most positively to the SAU and to meeting its objectives. The SAU will use evaluation criteria it feels is most appropriate for the review process.

The proposal must include the following:

- Price Proposal Form (see Appendix B);
- Design concept plans based on information obtained through the mandatory site walk, information to follow;
- Cover letter and interest in the project;
- Management structure and organization;
- Personnel resumes and qualifications;
- School District or Municipal experience;
- Similar project experience;
- Client references;
- Time estimate for completion of this project;
- Availability; and

#### Proof of Insurance

Respondents are required to submit one (1) original and one (1) copy of their response, along with five (5) copies to be submitted on digital media such as a compact disc (CD). Submission must be in a sealed envelope clearly marked on the outside with the name, address, contact person, phone number and email address of the firm responsible for the submission.

The envelope must be marked in the lower left-hand corner with the following notation:

White Building Bell Tower Renovation - Design/Build RFP

Documents should be addressed to:

SAU 19 Attn: Facilities Director 11 School Street Goffstown, NH 03045

In submitting a proposal, the firm responsible for the submission represents and warrants that any costs incurred in preparation of the proposal shall be borne by the firm only. In addition, any firms interested in submitting a proposal shall complete and return Appendix A within ten (10) days of receipt.

The RFP is not a low-bid price competition. Instead proposals will be evaluated in accordance with the submitter's responsiveness to the requirements set forth within the RFP, at SAU 19's sole discretion. Responsive proposals shall provide that the terms of the proposal shall be valid for at least ninety (90) days. Any contract awarded will be based upon the best perceived value to SAU 19. Please note that there will not be a public opening of the bids and that there is the possibility of simultaneous negotiations with multiple bidders. All submitted bids will be made available for review after the bid has been awarded.

All proposals will become the property of SAU 19.

### **III. Project Description**

The SAU hopes to begin construction on this project as soon as possible and requests completion of the entire project by May 1, 2017 due to parking lot reclamation work to be done by the Town of Goffstown Public Works. Due to the year round occupancy of the building, consideration must be given to the potential displacement and duration of the potential displacement of employees that work in the building on a daily basis. Consideration must also be given to the limitation of space available for staging, as the building is surrounded by a municipal parking lot. Necessary site work and construction preparation may be performed upon receipt of all required permits and approvals for said work.

Design and construction will include:

- Removal of the existing cupola and roof vent;
- Structural improvements to the roof framing;
- Closure of the bell tower structure;
- Partial reroofing of the building; and
- Design, construction, and placement of a new cupola. The historical significance and appearance of the bell tower and cupola must be taken into consideration.

The selected contractor will be responsible for the securement and payment of any permits required by the Town of Goffstown. In addition, approvals on final construction plans must be obtained by the design/builder from the Town of Goffstown prior to work commencement.

Contractor must design and construct all phases of this project to be in compliance with all current local, state and federal code requirements.

Contractors must be compliant with all OSHA regulations for construction.

After the job is completed; all construction materials and equipment shall be properly and promptly removed at the contractor's expense.

### IV. Mandatory Site Visit

A <u>mandatory</u> site visit will be held at SAU 19, 11 School Street, Goffstown, NH 03045 on December 5, 2016 at 10:00am. All meeting participants will sign in and meet in the main reception area.

### V. Proposal

Bids must be submitted with sufficient construction documentation and/or drawings to allow for determination that specifications are met. Proposals must contain; bidding firm's current New Hampshire licensing, proof of liability and workers' compensation insurance.

Each contractor's written proposal shall address the following:

Provide a cover letter indicating the name of the firm making the submission, indicating their interest in being selected for the project and the firms' overall general understanding of the critical elements necessary to be addressed to deliver a successful project. If the respondent is a collaboration of firms, the letter should briefly describe the intended organizational structure of the collaboration. The letter should be signed by the responsible principal of the firm or the collaborative. Evaluation of proposals will be based on the following criteria, proposals should be submitted with documents provided in the following order for review by the evaluation team.

- 1. Provide a brief description of your firm and the organizational structure of your design/build team. Provide resumes of key personnel and describe their role on the project.
- 2. List three (3) clients who would provide references for your firm's work including names, organization, address, and telephone number.
- 3. Describe the experience your firm has had in the past three (3) to five (5) years, specifically projects involving renovation of historical buildings, and how this experience is indicative of your firm's ability to assist SAU 19 with this particular project.
- 4. Describe your design/build team's safety program.
- 5. Provide financial references and current aggregate and single project bonding capacity and insurance limitations as noted below.
- 6. Outline the key tasks, durations, and approximate start and completion dates based on your current availability.
- 7. Complete Proposal Form for Design/Build Services (Appendix B).
- 8. Other information, qualifications, and/or exceptions each design/build team may consider helpful to the selection process. Include a company brochure and description of experience on similar, historical building renovation projects.
- 9. Please indicate why you are interested in this project.
- 10. Provide a full cost proposal for the project.

#### V. Insurance Requirement

The firm awarded the design/build project must obtain and maintain during the entire contract period, at the firm's expense, insurance coverage as set forth below:

Comprehensive Liability Insurance

(Bodily Injury, Personal Injury, and Property Damage, coverage to include contractual Liability coverage) with SAU 19 named as additional insured with minimum policy limits of:

Per Occurrence: \$1,000,000 Per Aggregate: \$3,000,000

• All Workers' Compensation coverage required by New Hampshire Law.

### VI. Performance and Payment Bonds

**Performance Bond:** Within two (2) weeks of notice of contract award, the selected contractor may be asked to furnish SAU 19 with a performance bond or written guarantee from a bank in the form of a letter of credit securing performance of the obligations of the contractor. The performance bond or letter of credit shall be in an amount not less than the value of contract award for this project, shall be in a form acceptable to SAU 19, shall be in effect through the duration of the contract, and shall be provided at no additional cost to SAU 19. Evidence of the

performance bond or letter of credit may be requested when the SAU has good faith reason to believe that the contractor may not be able to fully perform under the contract.

**Payment Bond:** If the firm awarded the design/build intends to use the services of subcontractors during the term of the project, the SAU requests proof of bond guaranteeing payment to subcontractors. Evidence of the payment or surety bond may be requested when the SAU has good faith reason to believe that the contractor may not be able to meet its obligations with subcontractors. Payment bond shall be provided at no additional cost to SAU 19.

#### VII. Terms and Conditions

- 1. **Right to Reject** SAU 19 reserves the right to waive all formalities and reject any and all proposals when it is in the best interest of the SAU to do so.
- 2. **Eligibility** To be eligible for an award, a firm must be deemed "responsible." A responsible firm:
  - a) Has the ability, capacity, and skill to provide the required services;
  - b) Can provide the services required within the time frame specified;
  - c) Has a satisfactory record of integrity, judgment, and experience;
  - d) Has provided at least three (3) references and contact information from customers or clients for similar or like projects involving historical building renovation.
- 3. **Disqualification** A contractor may be disqualified from consideration if that contractor has been declared in default or had a contract terminated for cause within the past five (5) years.
- 4. **Proposal Evaluation** Submissions will be evaluated on the basis of completeness of the proposal for services and the qualifications of the firm as evidenced by demonstrated experience and reference. Evaluation criteria for the proposal was addressed on page 4 of the RFP.
- 5. **Term -** The term for this contract for services will be from execution of the contract through completion of the project.
- 6. **Contract Documents** The contract documents shall consist of the "Request for Proposal White Building Bell Tower Renovation Design/Build RFP," any questions and written explanations or clarifications of the RFP provided, all documents submitted by the Proposer in satisfying this request, and signed contractual agreements executed in a form approved by SAU 19. All documents submitted as part of this Request for Proposal will become part of any resultant contract.
- 7. **Inherent Acceptance** The submission of a proposal constitutes the contractor's acceptance of and agreement to the terms and conditions of this Request for Proposal.

- 8. **Payment Terms** The SAU requests that contractors identify the payment structure anticipated for this project (ie, progress billing) and anticipated fees associated with materials and subcontractors.
- 9. **Termination for Performance** The contract may be terminated at any time by SAU 19 for unsatisfactory performance. In such case, the SAU shall provide written notice to the individual or firm citing the unsatisfactory performance, and giving the firm ten (10) business days to improve performance to the satisfaction of the SAU. In the event that performance does not improve to the satisfaction of SAU 19, the contract for design/build services may be immediately terminated.
- 10. **Termination Options** In the event of a contractual termination, SAU 19 reserves the right to employ another design/build Firm to complete the terms of this agreement.
- 11. **Default** SAU 19 shall have the right to declare the contractor in default if (a) the contractor becomes insolvent; (b) the contractor makes an assignment for the benefit of creditors; (c) a voluntary or involuntary petition of bankruptcy is filed by or against the contractor; or (d) the contractor is unable to provide evidence of required insurance coverage as set forth on page 5. If the contractor is declared in default for any reason, the SAU shall have the right to terminate the contract.
- 12. **Indemnification** The contractor shall defend, hold harmless, and indemnify to the maximum extent provided by law, SAU 19, their officers, agents, and employees against any and all claims, suits, or demands for injuries or damages of any kind to any person or firm, in any way arising out of the performance of the contract.

# VII. Questions Regarding the Request for Proposal

Questions about the Request for Proposal, its content, submission format, or any other questions deemed necessary to submit a qualified proposal must be submitted in writing no later than ten (10) days prior to bid close to:

SAU 19 Attn: Facilities Director 11 School Street Goffstown, NH 03045

Any questions and subsequent responses regarding the RFP will be distributed to those interested parties that return the completed "White Building Bell Tower Renovation - Design/Build RFP Receipt Acknowledgement." (See Appendix A).

### **Appendices:**

Appendix A: White Building Bell Tower Renovation - Design/Build RFP Receipt Acknowledgement

Appendix B: Price Proposal Form

## Appendix A

# White Building Bell Tower Renovation – Design/Build RFP

#### Please complete and return form:

SAU 19 Attn: Facilities Director 11 School Street Goffstown, NH 03045

White Building Bell Tower Renovation – Design/Build RFP Receipt Acknowledgement				
Firm Name:				
Address:				
Contact Person:				
Phone Number:				
FAX Number:				
E-mail Address:				
Date RFP Acquired:				
Signature:				
Printed Name:				

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#### PRICE PROPOSAL FORM

Name of Firm:

**CONTRACT IDENTIFICATION: White Building Bell Tower Renovation** 

THIS PROPOSAL IS SUBMITTED TO:

**GUARANTEED MAXIMUM Price:** 

SAU 19 Attn: Facilities Director 11 School Street Goffstown, NH 03045

The undersigned Submitter proposes and agrees, if this Proposal is accepted, to enter into a Contract to deliver the services as specified or indicated for the prices and within the times indicated in this Proposal in accordance with the other terms and conditions of the Request for Proposal Documents.

The Submitter accepts all of the terms and conditions of the Request for Proposal Documents. The Proposal will remain subject to acceptance for ninety (90) days after the proposal opening, or for such longer period of time that Submitter may agree to in writing upon request of the SAU.

**GUARANTEED MAXIMUM COST PROPOSAL**. It is anticipated that the Design/Build Entities will agree to a Guaranteed Maximum Price ("GMP") to be included in the Design/Build Agreement.

School Administrative Unit No. 19, at its discretion, may negotiate with the selected Design/Build Entity for a Project an initial GMP subject to modification and negotiate a final GMP after execution of the Design/Build Agreement.

Pursuant to the Design/Build Agreement, the GMP shall equal the sum of construction costs and fees associated with this project.

This proposal has been submitted by:

Company

Date

Address

Telephone