

REQUEST FOR PROPOSAL

DUE DATE: December 21, 2018 at 9:00AM

“Ropes Course - TRHS”
FOR STUDENTS IN THE TIMBERLANE REGIONAL SCHOOL DISTRICT
Prepared By: SCHOOL ADMINISTRATION UNIT #55

On behalf of the Timberlane Regional School District, SAU #55 is issuing a Request for Proposal (RFP) for A Ropes Course, Supplied and Installed on the Timberlane High School Campus.

Sealed Proposals: Vendor will deliver one (1) original and two (2) copies to the following address: School Administration Unit #55 office building on 30 Greenough Rd. Plaistow, NH 03865.. This submission shall include the entire Request For Proposal document and any amendments if issued. Proposals received after the below-cited time will be considered a late quote and are not acceptable unless waived by the Business Operations Coordinator. • Please clearly mark the envelope as follows: "Ropes Course - TRHS. • Please direct purchasing and procedural questions regarding this RFP to Thomas Geary, Business Operations Coordinator – Thomas.Geary@SAU55.net.

*****Please view addendum #1 that was posted on 12/12/2018**

GENERAL SPECIFICATIONS

I. SCOPE OF WORK

- a. Vendors shall submit complete proposals with general renderings of the project.
- b. The Contractor shall provide all labor, materials, equipment and supervision with incidental services necessary.
- c. TRSD has budgeted approximately \$20,000 for this project.
- d. Mandatory pre-bid walk through is scheduled for **December 14, 2018 at 10:00AM.**

I. PROPOSAL DEFINITIONS:

“TRSD” is Timberlane Regional School District. “Bidder” an individual or business submitting a bid to TRSD. “Contractor” one who contract to perform work or furnish materials in accordance with a contract. Purpose of Proposal: The Timberlane Regional School District seeks a company to install a ropes course for recreational and educational purposes.

II. PROPOSAL TERMS:

- A. TRSD reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor’s qualifications and capabilities to provide the specified service, and other factors which TRSD may consider. TRSD does not intend to award a Bid fully on the basis of any response made to the proposal; TRSD reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet TRSD’s specifications and needs.

- B. TRSD reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by TRSD to be in the best interests of TRSD even though not the lowest bid.
- C. The price quotations stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened at TRSD Purchasing Office to the mutually agreed-to date of Bid.
- D. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
- E. In the event it becomes necessary to revise any part of the RFP, addenda will be provided, deadlines for submission of the RFP's may be adjusted to allow for revisions. The entire proposal document with any amendments should be returned in triplicate. To be considered, original proposal and two copies must be at School Administration Unit #55 offices on or before the date and time specified.
- F. Proposals should be prepared simply and economically providing a straight-forward, concise description of the vendor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.
- G. In the event TRSD receives two or more bids from responsive, responsible bidders, and the bids are substantially equal in price, quality and service, TRSD shall award the contract to the most responsive, responsible vendor.

III. VENDOR QUALIFICATIONS

The proposal must include all the following information failure to do so could result in disqualification.

1. List at least four (4) references including names, addresses, phone numbers and contact persons, of clients for whom you have performed similar services as requested in this proposal.
2. List the contracts recently completed by your firm, stating approximate gross cost for each, and the month and year completed.
3. Provide a copy of your license/certification.
4. State how long you have been operating under your present company name.

IV. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to TRSD such as the following:

Section 1 - The Contractor is to report to Facilities Management and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by TRSD Administrator.

Section 4 - TRSD will review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to TRSD Administrator, preferably via email.

V. PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without TRSD's written approval.

Section 2 The parties agree that the Contractor is neither an employee nor an agent of TRSD for any purpose.

VI. INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify TRSD, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of TRSD in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

VII. INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. TRSD shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of New Hampshire Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. Insurance companies, named insureds and policy forms shall be subject to the approval of the TRSD Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to TRSD. Contractor shall be responsible to TRSD or insurance companies insuring TRSD for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the TRSD Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by TRSD Administrator. No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish TRSD Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to SAU #55, 30 Greenough Rd. Plaistow, NH, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

VIII. COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA requirements and the Americans with Disabilities Act.

IX. INTEREST OF CONTRACTOR AND TRSD

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of TRSD, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest.

X. CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, TRSD may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

XI. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business). The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

XII. EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

XIII.

OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by TRSD. Any publication of the information or results must be co-authored by TRSD.

XIV. ASSIGNS AND SUCCESSORS

This contract is binding on TRSD and the Contractor, their successors and assigns. Neither TRSD nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

XV. TERMINATION OF CONTRACT

Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

XVI. PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect TRSD against such liability.

XVII. PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

XVIII. CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by TRSD and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

XIX. CHOICE OF LAW

This contract is to be interpreted by the laws of New Hampshire and Policies of the Timberlane Regional School District.

XX. TERMS AND CONDITIONS

Award: TRSD reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price quality of service, the Vendors' qualifications and capabilities to provide the specified service, and other factors which TRSD may consider. TRSD does not intend to award a Bid fully on the basis of any response made to the proposal; TRSD reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that Vendor whose proposal is deemed to best meet TRSD's specifications and needs. Awarded Bidder: Awarded bidder will be determined by the price, qualifications and capabilities to provide the specified services..

