

Newmarket School District
Stormwater Maintenance & Inspection Services RFP, FY 2025 – FY 2027

***NEWMARKET SCHOOL DISTRICT
REQUEST FOR PROPOSAL***

**Newmarket School District
Stormwater Maintenance & Inspection Services
FY 2025- FY 2027**

DEADLINE FOR RECEIPT OF PROPOSALS: **March 8, 2024 3:00 P.M.**

LOCATION OF PROPERTIES:

**Newmarket Elementary School
243 South Main St.
Newmarket, NH 03875**

**Newmarket JSHS
213 South Main St.
Newmarket, NH 03857**

**Newmarket JSHS Annex &
Parking
218 South Main St
Newmarket, NH 03857**

PROPOSAL SUBMITTAL ADDRESS:

**Newmarket School District
School Administrative Unit # 31
Attn: Janna Mellon, Business Administrator
186A Main Street
Newmarket, NH 03857**

Newmarket School District Stormwater Maintenance & Inspection Services RFP, FY 2025 – FY 2027

School Administrative Unit #31- Newmarket School District (“District”) is issuing this request for proposals (“RFP”), for the purpose of obtaining Proposals from qualified Contractors for maintaining and inspecting the stormwater collection system surrounding the Newmarket JR/SR High School, the Newmarket Elementary School, and the annex building/parking area. The scope of work is described in this RFP and includes drawings of each property which are provided as a separate attachment to this RFP on the district website.

TERMS AND CONDITIONS:

1. **BID ACCEPTANCE:** The Newmarket School District reserves the right to accept or reject any and all bids or proposals received or any parts thereof for any reason whatsoever, to waive any informalities in any bid or proposal or in any provision in the request for bids or proposals, to negotiate with any or all proposers, to require a modification of the RFP at any time, and to select the proposer whom, the District, in its sole discretion determines is in the best interests of the District even though the proposer may not submit the lowest bid or proposal. Under no circumstances will the District be responsible for the cost of preparing any bid or proposal.
2. A **mandatory** site visit shall be held on **Friday, March 1, 2024 at 10:00 am**, starting at Newmarket JR/SR High School. In the event of questionable weather conditions, please contact David Reilly at 603-770-0193 to confirm.
3. **FINAL BID PRICE:** If the bidder has any special payment or delivery clauses which could affect the final delivery price of an item or service for bid, that too shall be made part of the bid. If, however, this is not included in the bid, the bidder will be solely responsible for any increased prices due to any circumstances.
4. **NON-TRANSFERRING OF AWARD:** No bidder will be allowed to assign the contract.
5. **LATE PROPOSAL/BIDS:** ONLY SEALED PAPER BIDS will be accepted. **No late bids will be accepted after March 8, 2024 at 3:00 pm.** Any bids received after the specified date and time will not be considered, nor will late bids be opened.

For all emailed bids: Please submit emailed bid packets to Janna Mellon at mellonj@newmarket.k12.nh.us. **NOTE: It is the responsibility of the bidder to confirm receipt of an emailed bid.** To ensure that a bid submitted via email is received prior to the deadline for submittals and avoid any potential issues with email filtering, please contact Janna Mellon, Business Administrator, **prior to March 8, 2024, 3:00 pm** via phone at 603-292-7984 or via email at mellonj@newmarket.k12.nh.us.
6. **PAYMENT TERMS:** SAU 31-Newmarket School District will pay the selected Contractor on a monthly basis, following receipt of invoices, net 30 day terms.
7. **WITHDRAWAL OF BIDS/PROPOSALS:** Proposals may be withdrawn prior to the opening date and time upon written request of the Bidder. Negligence on the part of the Bidder in preparing his/her proposal shall not constitute a right to withdraw a bid subsequent to the bid opening.
8. **PRICING:** Unless otherwise specified, all prices listed are firm for the term of the contract. All prices should include all labor and material costs, and any discounts offered.
9. **BID RESULTS:** The SAU Business Office will not respond to phone inquiries for bid results. Individuals or company representatives may attend a bid opening which is open to all interested parties or by emailing for a summary of the bids. Bid award results will only be released to parties via email once the Newmarket School Board has been notified and awarded the bid. The bids and proposals are governmental records and shall be available to the public under the Right-to-Know Law. The District will not accept bids or proposals marked confidential in whole or in part. All concepts, information, and cost savings alternatives presented by the Bidder during the bid selection process shall become the property of the District and shall thereafter be used at the District’s sole discretion. The District shall own all instruments of service.

BIDDER’S INITIALS: _____

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10. CONTRACT REQUIREMENTS:

- (a) The selection of the Contractor is conditioned upon the Contractor executing an agreement acceptable to the District. In the event the District cannot reach an agreement with the apparently selected Contractor to the District's satisfaction, the 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 the District's choosing.
- (b) The District may at any time terminate the services and/or contract with the Contractor for the District's convenience and without cause. In the case of such termination for the District's convenience, the Contractor shall be entitled to receive payment from the District limited to actual documented expenses of the Contractor as of the termination date as its sole remedy. In no event will the District be responsible for lost profits, compensatory or other consequential damages.
- (c) To the fullest extent permitted by law, Contractor shall indemnify and hold harmless SAU 31- Newmarket School District, and the District's officials, agents, employees, and volunteers or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from performance of the work provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property caused by the negligent and intentional acts or omissions of Contractor, a subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expenses caused in part or by a party indemnified hereunder. The indemnification provision shall survive termination or expiration of this agreement.
- (d) The guaranteed maximum price shall not be exceeded under any circumstances unless the District gives prior written approval to the work and the additional cost of the work prior to the work being undertaken that would form the basis of Contractor's claim to an additional amount over the guaranteed maximum price.
- (e) Changes in the scope of work beyond that which is outlined in this document shall be made only by change order as part of the executed agreement based on this RFP, or upon approval of a separate Purchase Order made outside of the original agreement with the Contractor. Accordingly, no course of conduct or dealings between the parties, nor any expressed or implied acceptance of alterations or additions to the work and no claim that the District has been unjustly enriched by any alterations or additions to the work whether or not there is, in fact, any unjust enrichment to the work shall be the basis of the claim to an increase in the amounts due.

11. NON-APPROPRIATION CLAUSE: Multi-year contracts entered as a result of this RFP require a non-appropriation clause.

12. INSURANCE: The selected Contractor awarded the bid will be required to submit a certificate of insurance and policy endorsements naming the SAU 31-Newmarket School District as additional insured. Said certificate of insurance must have a minimum liability limit of \$1,000,000.00 for Comprehensive General Liability Combined Single Limit and workers' compensation coverage in accordance with NH State law. The Contractor shall procure and maintain for the duration of this project Workmen's Compensation Insurance as required by State Law for all employees that are engaging in any work at the project site, whether directly employed or subcontracting associates. The Contractor shall provide builders risk insurance. Upon award of the bid, Contractor will furnish a current Certificate of Insurance to the SAU Business Office no later than 5 business days of receiving notification of bid award, and **prior to the commencement of any work being performed**. The Newmarket School District shall be named an Additional Insured on the Certificate of Insurance and policy endorsements.

13. All quotations must be signed by an authorized representative of the Contractor.

14. Should a Contractor find discrepancies in or omissions from the specifications or should he/she be in doubt as to their meaning, the Contractor shall at once notify the DISTRICT, who will send written instructions to all bidders. The District

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will not be responsible for any oral instructions or addendums.

15. Proposals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to meet the requirements of the RFP.
16. All work in the District must meet the requirements of all applicable town, local and state codes, laws and ordinances, permits, in addition to any technical societies referenced herein. Contractor shall obtain all required permits and provide copies of the permits to the District.
17. All questions during the bidding period should be directed to David Reilly, Facilities Director. Questions should be submitted by email and will be shared with all potential bidders. Email reillyd@newmarket.k12.nh.us. Please copy Janna Mellon, Business Administrator at mellonj@newmarket.k12.nh.us. Last opportunity to submit questions shall be **Monday, March 4, 2024 at 3:00 pm.**
18. Proposal due date **is Friday, March 8, 2024 at 3:00 pm.** Sealed proposals should be submitted to Janna Mellon, Business Administrator at 186A South Main Street, Newmarket, NH. Please reference **Stormwater Maintenance & Inspection RFP** on the sealed envelope.
19. The District's decision with regard to the selection of the Contractor shall be considered final.
20. The District reserves the right to investigate the financial responsibility of any and all submitters to determine the ability of the firm and/or individual to assure services throughout the term of the project and to provide insurance that will be required by the District.

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Attachment A- Scope of Work

(see also drawings provided separately on the district website with this RFP):

A. Stormwater Structures (CBs, MHs, Water Quality Units, Slotted Trench Drain):

All stormwater structures will be inspected quarterly. Any deficiencies in structural condition, function, and sediment levels will be noted. Interior components will be inspected for condition and function.

Maintenance: Accumulations of floatable trash and debris will be skimmed and removed where encountered during inspections. Vacuum clean out of CBs and Water Quality Inlets will be completed as necessary based on inspection observations as indicated in the approved Stormwater Management Plan.

B. Subsurface Systems (Stormtech Infiltration System & Detention System):

Subsurface systems will be visually inspected at available access points using a pole-mounted, zoom inspection camera specifically designed for this type of inspection. Any deficiencies in structural condition, function, and sediment levels will be noted. Interior components will be inspected for condition and function.

Maintenance: Routine maintenance of these systems will be performed as necessary based on inspection observations.

C. Open Stormwater Feature Inspection: (i.e. ponds, swales, forebays, etc.)

Shall be visually inspected to ensure that they are in good working condition such that the facilities are performing their design functions. Likewise, the entire perimeter of these facilities will be visually inspected. The embankments and spillways will be checked for settlement, active and potential slope erosion, slumping, and downstream swamping. All pond inlets, outlet control structures, outfalls, and rip-rap pads will be visually inspected to ensure they are in good working order and free of obstructions. As with all inspections we perform, digital photos of all observations will be taken to aid in documentation.

D. Semi-Annual Vegetation Maintenance: All stormwater pond swales, rain gardens, and embankments will be maintained inside and out. Fallen vegetation will be mulched or removed where necessary. Problem aquatic vegetation will be removed as necessary. Curb Cuts will be maintained to ensure positive drainage. Dumped trash and debris will be removed from in and around stormwater management areas. Large amounts of dumped trash and debris will be handled under a separate proposal as necessary. This work will be performed in early summer and late fall.

E. Reporting and Documentation:

An Annual Inspection and Maintenance Log report will be prepared and submitted to you electronically for your records. Hard copies of reports will be provided upon request. As necessary and upon request by Management, organization will submit the annual report to appropriate agencies (i.e. Conservation Commission, City, etc.). The report shall include documentation of all Inspection, Maintenance, performed on the site during the previous year. The report shall also include images (and in some cases video) and field documentation of all activities that have taken place. The report will verify that the Stormwater Management System is in good working order and in compliance with Stormwater permits, or will detail recommendations if repairs are required.

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Systems and Locations

Newmarket Elementary School, 243 South Main Street, Newmarket, NH

1. Rain Garden located at the West end of the school
2. Stormtech system located under the main school parking lot
3. Stormwater outfall located at the back of the main parking lot
4. Stormwater retention area located at the main parent entrance
5. Stormtech system located west end of the school outside the parent drop-off loop
6. Stormwater water outfall located near Stormtech by parent loop by Moonlight Brook
7. 19 catch basins

Please see plan C103E, included with the RFP materials on the website.

Newmarket Junior Senior High School and NJSHS Annex, 213 and 218 South Main Street, Newmarket, NH

1. Retention pond located at the back of the staff parking lot
2. Stormwater outfall located at the back of the retention pond staff parking lot
3. 7 catch basins located in the staff parking lot
4. Stormtech system located under the main school rear parking lot
5. Stormwater outfall located at the back of the main parking lot behind the Stormtech
6. Stormwater outfall west end rear side parking lot
7. 9 catch basin main school side parking lots
8. 2 interior catch basin located in the courtyard interior space

Please see plan C105H and C106H included with the RFP materials on the website.

Stormwater Maintenance & Inspection Services RFP, FY 2025 – FY 2027 BID FORM

Proposal due date is **Friday, March 8, 2024 at 3:00 P.M.** Sealed proposals should be submitted to Janna Mellon, Business Administrator at 186A South Main Street, Newmarket, NH. Please reference **Stormwater Maintenance & Inspection RFP** on the sealed envelope.

- I have fully read the RFP document, including Attachment A (Scope of Work), Erosion Control Plans (drawings) C103E, C105H and C106H provided separately as an attachment to this RFP on our website, and acknowledge that this RFP must be returned in its entirety, including the Bid form and all attachments/exhibits. Each page of the RFP must be initialed by the bidder, where indicated.
- Two optional one-year (1-year) extensions may be exercised at the conclusion of the original three-year agreement term, provided that both parties agree to the extension(s). In the event of an extension to the original agreement, rates shall be renegotiated in the form of a fully-executed annual contract addendum, with all other terms and conditions remaining the same as outlined in the original agreement.
- Bid Proposals shall remain valid for thirty (30) days.

Service/Cost Item	Year 1 (2024- 2025)	Year 2 (2025- 2026)	Year 3 (2026- 2027)
Newmarket Elementary School Stormwater Maintenance & Inspection Services, Annual			
Newmarket JSHS and Newmarket JSHS Annex/Parking Area Stormwater Maintenance & Inspection Services, Annual			
Other Services (Optional):			

Name of Company: _____

Address: _____

Email Address: _____

Telephone Number: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

Date: _____

Any exclusions, qualifications, or comments:

BIDDER'S INITIALS: _____

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BID FORM**

Have you, or any of the principals of your company been involved in any litigation, arbitrations, mediations, or administrative proceedings in the past 10 years?

Yes. No

If yes, please note the details of the claims, attorneys, and resolution below.

Vendor Qualifications

The proposal shall include all the following information. Failure to include all the required information may result in the disqualification of a bidder.

1. List of three (3) references including names, addresses, phone numbers and contact persons, of clients for whom you have performed similar services in this proposal.

2. State how long you have been operating under your present company name.

3. Contractor's qualifications, years in business, experience in providing the level and type of service specified in the proposal.

BIDDER'S INITIALS: _____