

**THE STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE EMPLOYMENT SECURITY**

**REQUEST FOR BID/PROPOSAL  
PROVIDE CONSTRUCTION/RENOVATION SERVICES  
FOR CONSTRUCTION OF A SINGLE ADA COMPLIANT BATHROOM  
LOCATION: NHES LACONIA LOCAL OFFICE**

**RFP# NHES2017-07**

**1.1 PURPOSE**

This RFP is being issued by New Hampshire Employment Security (NHES) to solicit proposals for the construction of an ADA compliant bathroom in a second floor location in NHES' Laconia Local Office, located at 426 Union Street, Suite 3, Laconia, NH 03246-2894.

**1.2 SPECIFICATIONS**

Specifications for the work are provided at Exhibit A, Scope of Work. Some preparatory work will be provided by NHES' own maintenance staff as described at Exhibit A,

**1.3 RFP INQUIRIES**

All questions regarding this RFP, including inquiries regarding site information and equipment specifications, shall be submitted by e-mail to Jill D. Revels, Business Manager, NHES, [Jill.D.Revels@nhes.nh.gov](mailto:Jill.D.Revels@nhes.nh.gov). All inquiries must be received by 4:00 p.m. on April 10, 2017 in order to be considered. Responses to inquiries will be posted by NHES on April 11, 2017.

**1.4 RFP DUE DATE**

Proposals must be received at New Hampshire Employment Security, 45 South Fruit Street, Concord, NH 03301, by no later than 4:00 p.m. on April 14, 2017. Submissions received after that date and time will not be considered in the evaluation process.

**1.5 PROPOSAL SUBMISSIONS**

Proposals shall be submitted in hard copy, including one (1) original plus three (3) copies, to: Jill D. Revels, Business Manager, New Hampshire Employment Security, 45 South Fruit Street, Concord, NH 03301 by the due date and time specified above. **Proposals may not be submitted by e-mail.** Cost proposals must be submitted in the format shown at attached Exhibit B.

**1.6 SITE VISIT**

Prior to the proposal submission date, Vendors are encouraged to attend a walk-through of the location, which will be held on April 6, 2017 at 3:00 p.m., in order to assess the existing building conditions and scope of work to ensure an accurate cost proposal.

## **1.7 VENDOR RESPONSIBILITY**

All offers must remain open for a period of sixty (60) days from proposal opening. The successful proposer will be responsible for meeting the terms and conditions specified in the RFP and any resulting contract.

## **1.8 CONTRACT TERMS AND CONDITIONS**

The Agency will require the successful proposer to execute a Not to Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire, which is attached as **Exhibit C, State Contract Form P-37**.

The Term of the Contract will be for 45 days from the date of approval. This allows two weeks for submission of an invoice at the completion of the work.

## **1.9 VENDOR CERTIFICATION AND REQUIREMENTS**

The following requirements must be met promptly after vendor selection:

**1.9.1 Business Registration:** The successful proposer must be properly registered to do business in the State of New Hampshire and be able to provide a Certificate of Good Standing or equivalent document if not a corporation.

**1.9.2 Vendor Application:** In order to execute a contract with the State of NH, Vendors must complete a Vendor Application and Alternate W-9 Form, which forms must be filed with the State Bureau of Purchase and Property. See the following website for information on obtaining and completing the required forms: <https://DAS.NH.Gov/Purchasing>.

**1.9.3 Certificate of Insurance:** The successful proposer shall be required to submit proof of insurance coverage prior to performing work under any contract with NHES in such amounts and as provided in the attached P-37 Contract Form.

**1.9.4 Certificate of Authority/Vote:** The successful proposer shall be required to submit proof of a corporate vote or other authority enabling the individual signing to execute a contract with NHES.

**1.9.5 Confidentiality and Background Checks:** The successful proposer will be required to have its employees sign Confidentiality Acknowledgment and Criminal Record Authorization forms prior to being able to perform work in an NHES facility.

## **1.10 NOTIFICATION AND AWARD OF CONTRACT**

If NHES decides to award a contract as a result of this RFP process, depending upon the total amount of the contract, any award may be contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire. If so, notification of RFP results will be made in keeping with RSA 21-G:37. At the time of receipt of proposals, the Agency will post the number of responses received with no further information. No later than five (5) business days prior to submission of the contract to Governor and Executive Council, NHES will post the name, rank or score of each proposer. In the event that the contract does not require Governor and Executive

Council approval, the Agency shall disclose the rank or score of the Proposals at least 5 business days before final approval of the contract.

**1.11 WARRANTY REQUIREMENTS**

Except as otherwise specified, all work shall be guaranteed by the successful proposer against defects from the use of inferior materials, equipment or workmanship for a period of one (1) year from the date of Substantial Completion of the work. If, within the guarantee period, repairs or changes are required in the opinion of the State, the Vendor will promptly at his or her own expense place in satisfactory condition any such defective work or condition.

**1.12 CONFIDENTIALITY AND CRIMINAL RECORD**

Contractor and employees working on NHES property will be required to sign and submit an **ACKNOWLEDGEMENT OF CONFIDENTIALITY OF RECORDS FORM** and a **CRIMINAL RECORD AUTHORIZATION FORM** prior to the start of any work under this Agreement. There is a fee for each background check required, which must be paid by the Vendor.

**1.13 DAVIS-BACON ACT**

Davis-Bacon Act and Related Acts apply to contractors/subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or works. Under these acts contractors and subcontractors must pay laborers and mechanics no less than prevailing wages and fringe benefits for corresponding work on similar projects in the area, as determined by Department of Labor. For prime contracts in excess of \$100,000, under provisions of Contract Work Hours and Safety Standards Act, as amended, laborers and mechanics, including guards and watchmen, must be paid at least one and one-half times regular rate of pay for all hours worked over 40 in a workweek. Overtime provisions of Fair Labor Standards Act may also apply to DBA-covered contracts.

## **EXHIBIT A**

### **SCOPE OF WORK**

Construction of an ADA accessible bathroom on the second floor of NHES' Laconia Local Office, located at 426 Union Street, Suite 3, Laconia, NH 03246-2894 with the following specifications:

#### **Specifications:**

- Provide labor and material for plumbing and sheet metal installation for a new ADA compliant bathroom at 426 Union Avenue, Laconia NH 03246.
- Obtain and provide all necessary permits and pay required fees for same.
- Furnish and install: One (1) ADA compliant accessible lavatory sink, one (1) ADA compliant accessible toilet, and three (3) ADA compliant grab bars.
- Furnish and install all lavatory and commode fixtures, and braided supply line where applicable.
- Furnish and install domestic water piping to lavatory sink and commode using copper supply lines. Insulate all copper supply lines per energy code.
- Furnish and install waste and vent piping.
- Furnish and install exhaust vent and any sheet metal work needed to tie in with existing exhaust system.
- Core all necessary holes and fire stop if needed per City Code.

**Self-Performed Work:** NHES will provide and install the following: ADA compliant mirror, wood backing for Lavatory sink and grab bars, and electric hook up to exhaust fan.

**EXHIBIT B**  
**PRICE TERMS/BID**

**The following cost information must be provided with your proposal:**

Labor:       \$\_\_\_\_\_

Materials:   \$\_\_\_\_\_

Other:        \$\_\_\_\_\_

(If any charges are expected to be made in addition to labor and materials, please indicate the estimated amount of such charges here.)

Total Not to Exceed Price for Work: \$\_\_\_\_\_

**Payment Terms:**

**\* Payment will be made upon delivery of materials and completion and acceptance of the work.**

Contractor will invoice NH Employment Security in duplicate upon completion of the scope of work. Invoice must include a brief description of work completed. NHES will make payment through normal state payment process that is up to 30 days following receipt of approved invoice. Invoices will be sent to:

Jill D. Revels, Business Administrator  
Fiscal Management Section  
45 South Fruit Street  
Concord, NH 03301

**EXHIBIT C**

**FORM NUMBER P-37 (version 5/8/15)**

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date:		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel ( <i>if applicable</i> )  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) ( <i>if applicable</i> )  By: _____ On: _____			
1.18 Approval by the Governor and Executive Council ( <i>if applicable</i> )  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference (“Services”).

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.



14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.