# **Asbestos Abatement Sealed Bid – REVISED** 4-24-13

### **Hopkinton School District**

Michelle R. Clark, Business Administrator 603-746-5186 fax 603-746-5714 mclark@hopkintonschools.org

#### **COMPETITIVE SEALED BIDS FOR Asbestos Abatement**

It is the intent of the Hopkinton School District, New Hampshire to engage the services of a qualified firm to provide the School District with the following product(s) or services to be purchased. "Asbestos Abatement Project"

Sealed bids must be received no later than May 14th, 2013 at or before 9:00am from interested firms, to be eligible for consideration by the School District. Each bid will be submitted in a sealed envelope, which is clearly marked

#### "Asbestos Abatement Project"

All sealed bids received will be considered confidential and not available for public review until after the bid opening on May 14<sup>th</sup>, 2013 at 9:00am.

Sealed bids and all correspondence relating to this bid shall be submitted to:
Michelle Clark, Business Administrator
Hopkinton School District
204 Maple Street
Contoocook, NH 03229

Qualified Firms requiring additional information or clarification relative to the contents of the bid may direct inquiries to Richard Fortier, Facilities Director at 603-746-4167, Ext. 227 or rfortier@hopkintonschools.org. Bid documents may be picked up at the SAU office at the above address during regular business hours: Monday to Friday 8:00 am to 4:00 pm.

Please visit our website to download a copy of this Bid www.hopkintonschools.org Departments - Business

(1) One original and (1) One copy is required and must be received at the above address no later than May 14th, 2013 on or before 9:00 AM, late bids will not be considered.

Prior to bidding, interested contractors must attend the pre bid meeting on April 22nd, 2013 at 10:00 a.m. This meeting will be at Hopkinton Middle/High School, 297 Park Avenue.

Work will not commence until the end of school, which is approximately June 21, 2013.

The School District reserves the right to reject any or all bids/proposals or any part thereof, to waive any informality or information in the bids/proposals, and to accept the bid /proposal considered to be in the best interest of the School District. The School District also reserves the right to conduct reasonable negotiations with low bidders and sole bidders. Failure to submit all information may declare a bid/proposal as non-responsive subject for disqualification.

## Hopkinton School District, New Hampshire 204 Maple Street Contoocook, New Hampshire 03229 PH (603) 746-5186 FAX (603) 746-5714 Notice To Qualified Firms

\*Do not alter bid documents in any way.

If you wish to offer comments, additional information or alternation and attach it to the bid sheet.	te bids, please do below or on a separate sheet

The purpose of the attached specifications is to define minimum requirements only. They are not meant to be restrictive. All manufacturers meeting or surpassing these minimum specifications are invited to submit a bid/proposal.

Please don't hesitate to call if you need any additional information: Michelle Clark, Business Administrator (603) 746-5186, Ext. 252 or Richard Fortier, Facilities Director (603) 746-4167, Ext. 227.

The Hopkinton School District reserves the right to reject any and all sealed bids/proposals that it deems non-conforming to the specifications enclosed. All information must be filled out correctly for consideration. DO NOT FAX BIDS, THEY WILL NOT BE ACCEPTED.

<sup>\*</sup>All bid documents must be filled out to be considered.

#### **Hopkinton School District, New Hampshire** 204 Maple Street Contoocook, New Hampshire 03229 PH (603) 746-5186 FAX (603) 746-5714 **Specifications Exception Form**

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

	School District to ferret out information concerning the roposal does not meet all our specifications you must state it
Bids/proposals on equipment, vehicles, computers, so may be considered by the School District, however, a	upplies, services and materials not meeting specifications all deviations must be listed above.
If your bid does not meet our specifications, and you Hopkinton School District may claim forfeiture on you	r exceptions are not listed above or in space provided, the our bid, if submitted.
Signed	I DO meet specifications
Signed	I DO NOT meet specifications as listed in
this bid, exceptions are in space provided.	
Failure to submit this form with your Bid/Proposal re	esponse may result in your Bid/Proposal being rejected as

unresponsive.

In compliance with all specifications enclosed the Bidder hereby proposes to provide services/equipment in strict accordance with the specifications provided. All services, materials, labor, and equipment required for removal of asbestos and abatement at Hopkinton Middle/High School will be supplied at the prices stated below. Asking for bids does not mean the District will be approving the project. Each project should be priced accordingly.

## Hopkinton Middle/High School – Classroom 403 (Approximately 945 square feet) Remove old carpet and disposal - MOVED FROM FLOORING REPLACEMENT PROJECT BID 4/24/13

Laboratory Services Price Third Party Price				
Total Price				
• Proposal Submitted by (Business Name)				
			authorized to sign	
(printed)		• Name of person	authorized to sign	proposais
(printed)		Signature of per	son authorized to	sion nronosals
Business Phone	Business Fax		Son authorized to	
AddressDa	ite		• Business	_
Email_ •	Business Typ	oe		_(Individual,
Partnership, Corporation etc.)				
Bidder hereby agrees to <b>commence</b> work/se in the above specifications on or before:agrees to <b>complete</b> work/services/labor and		***	•	Bidder hereby
specifications on or before:				

In compliance with all specifications enclosed the Bidder hereby proposes to provide services/equipment in strict accordance with the specifications provided. All services, materials, labor, and equipment required for removal and installation of flooring at Hopkinton Middle/High School will be supplied at the prices stated below. Asking for bids does not mean the District will be approving the project. Each project should be priced accordingly.

Hopkinton Middle/High School – Classroom 503 (Approximately 846 square feet)

### Remove old carpet and disposal - MOVED FROM FLOORING REPLACEMENT PROJECT BID 4/24/13

Professional Services Price			
Laboratory Services Price			
Third Party Price			
Total Price			
<ul> <li>Proposal Submitted by (Business)</li> </ul>	Name)		
		• Title of person authorized to sign	proposals
		• Name of person authorized to sign	ı proposals
(printed)			
		• Signature of person authorized to	sign proposals
Business Phone	Business Fax		• Business
Address	Date		
Email	<ul><li>Business Type</li></ul>	oe	_(Individual,
Partnership, Corporation etc.)			
Bidder hereby agrees to commence	work/services/labor a	and furnish appropriate materials /eq	uipment specified
in the above specifications on or be	fore:		Bidder hereby
		opriate materials /equipment specifie	d in the above
specifications on or before:	and the second s	-F	
operations on or oriote.			

In compliance with all specifications enclosed the Bidder hereby proposes to provide services/equipment in strict accordance with the specifications provided. All services, materials, labor, and equipment required for removal and installation of flooring at Hopkinton Middle/High School will be supplied at the prices stated below. Asking for bids does not mean the District will be approving the project. Each project should be priced accordingly.

Hopkinton Middle/High School – Room 400 (Approximately 864 square feet)

### Remove old carpet and disposal - MOVED FROM FLOORING REPLACEMENT PROJECT BID 4/24/13

Professional Services Price				
Laboratory Services Price				
Third Party Price				
Total Price				
• Proposal Submitted by (Business 1	Name)			
		<ul> <li>Title of person author</li> </ul>	rized to sign p	roposals
		• Name of person author	orized to sign	proposals
(printed)				
		• Signature of person a	uthorized to si	ign proposals
Business Phone	Business Fax			<ul> <li>Business</li> </ul>
Address	Date		_ • Business	
Email	Business Type	pe		(Individual,
Partnership, Corporation etc.)				
Bidder hereby agrees to commence	work/services/labor a	and furnish appropriate r	naterials /equ	ipment specified
in the above specifications on or be	fore:			Bidder hereby
agrees to complete work/services/la				
specifications on or before:	**	-	-	

In compliance with all specifications enclosed the Bidder hereby proposes to provide services/equipment in strict accordance with the specifications provided. All services, materials, labor, and equipment required for removal and installation of flooring at Hopkinton Middle/High School will be supplied at the prices stated below. Asking for bids does not mean the District will be approving the project. Each project should be priced accordingly.

Hopkinton Middle/High School – Room 401 (Approximately 360 square feet)

### Remove old carpet and disposal - MOVED FROM FLOORING REPLACEMENT PROJECT BID 4/24/13

Professional Services Price			
Laboratory Services Price			
Third Party Price			
Total Price			
• Proposal Submitted by (Business Na	me)		
Troposar Submitted by (Business Na	iiic)	• Title of person authorized to sign p	proposals
		Name of person authorized to sign p	*
(mintod)		• Name of person authorized to sign	proposais
(printed)		C: 4 C 41 : 14	
D ' DI		• Signature of person authorized to s	• 1 1
Business Phone	Business Fax		_ • Business
Address	Date	• Business	
Email	• Business Typ	pe	_(Individual,
Partnership, Corporation etc.)			
Bidder hereby agrees to commence we	ork/services/labor a	and furnish appropriate materials /equ	ipment specified
in the above specifications on or befor	e:		Bidder hereb
agrees to <b>complete</b> work/services/labo			
specifications on or before:	· · · · · · · · · · · · · · · · · · ·	1 1 . T	

In compliance with all specifications enclosed the Bidder hereby proposes to provide services/equipment in strict accordance with the specifications provided. All services, materials, labor, and equipment required for removal and installation of flooring at Hopkinton Middle/High School will be supplied at the prices stated below. Asking for bids does not mean the District will be approving the project. Each project should be priced accordingly.

#### Hopkinton Middle High/School – Classroom 504 (Approximately 864 square feet)

### Remove old carpet and disposal - MOVED FROM FLOORING REPLACEMENT PROJECT BID 4/24/13

Professional Services Price			
Laboratory Services Price			
Third Party Price			
Total Price			
Proposal Submitted by (Busin	ess Name)		
	,	• Title of person author	rized to sign proposals
		• Name of person author	orized to sign proposals
(printed)		•	<b>5</b> 1 1
		• Signature of person a	uthorized to sign proposals
Business Phone	Business Fax		Business
Address	Date		• Business
Email	Business Tyr	oe	(Individual,
Partnership, Corporation etc.)			,
Bidder hereby agrees to comme	ence work/services/labor a	and furnish appropriate	materials /equipment specified
in the above specifications on o	or before:		Bidder hereb
agrees to <b>complete</b> work/service	es/labor and furnish appro	priate materials /equipr	nent specified in the above
specifications on or before:	Tr .	r	<b>T</b>
1			

In compliance with all specifications enclosed the Bidder hereby proposes to provide services/equipment in strict accordance with the specifications provided. All services, materials, labor, and equipment required for removal and installation of flooring at Hopkinton Middle/High School will be supplied at the prices stated below. Asking for bids does not mean the District will be approving the project. Each project should be priced accordingly.

Hopkinton Middle/High School – Room 506 (Approximately 864 square feet)

### Remove old carpet and disposal - MOVED FROM FLOORING REPLACEMENT PROJECT BID 4/24/13

Professional Services Price			
Laboratory Services Price			
Third Party Price			
Total Price			
<ul> <li>Proposal Submitted by (Busines</li> </ul>	s Name)		
F	,	• Title of person authori	zed to sign proposals
		• Name of person author	© 1 1
(printed)			in the sign proposans
()		Signature of person au	thorized to sign proposals
Business Phone	Business Fax		• Business
Address	Date		• Business
	Business Tyr	ne e	(Individual,
Partnership, Corporation etc.)			
r, r, r, , , , , -			
Bidder hereby agrees to commen	ce work/services/labor a	and furnish appropriate m	naterials /equipment specified
in the above specifications on or			
agrees to <b>complete</b> work/services	/labor and furnish appre	prieta metariele /aquinm	ant specified in the above
	riador and ruminish appro	priate materials requipm	cht specified in the above
specifications on or before:			

In compliance with all specifications enclosed the Bidder hereby proposes to provide services/equipment in strict accordance with the specifications provided. All services, materials, labor, and equipment required for removal and installation of flooring at Hopkinton Middle/High School will be supplied at the prices stated below. Asking for bids does not mean the District will be approving the project. Each project should be priced accordingly.

Hopkinton Middle/High School - Conference Room 5th floor (Approximately 288 square feet)

### Remove old carpet and disposal - MOVED FROM FLOORING REPLACEMENT PROJECT BID 4/24/13

Professional Services Price_			
Laboratory Services Price _			
Third Party Price			
Total Price			
<ul> <li>Proposal Submitted by (Busi</li> </ul>	ness Name)		
		• Title of person authorized	
7		• Name of person authorize	d to sign proposals
(printed)		G: 4 G 4	
D : N		• Signature of person author	
Business Phone	Business Fax		• Business
Address			
Email	• Business Typ	pe	(Individual,
Partnership, Corporation etc.)			
Didder hereby agrees to some	an an avarle/garvinas/labor s	and furnish appropriate meta	rials /aguinment specified
Bidder hereby agrees to comm			
in the above specifications on agrees to <b>complete</b> work/servi	or before:		Bidder hereby
	ces/iabor and furnish appro	opriate materials /equipment	specified in the above
specifications on or before:			

### General Terms and Conditions Preparation of Bids/Proposals,

Proposals shall be submitted on the forms provided and must be signed by the Bidder or his authorized representative. The person signing the proposal shall initial any corrections to entries made on the attached forms.

Vendors must provide pricing on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form or in the special provisions allowed for partial bids. Failure to provide pricing on all items may disqualify the bid. Alternative bids will be considered, unless otherwise stated, only if the alternate is described completely, including, but not limited to, sample, if requested and specifications sufficient so that a comparison to the request can be made.

Any questions or inquiries must be submitted in writing, and must be received by the Business Office no later than seven (7) calendar days before the Request for Proposal due date to be considered. Any changes to the Request for Proposal will be provided to all bidders of record.

The name of manufacturer, trade name, or catalog number mentioned in this request for bid description is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory.

Proposals will be considered for any brand that meets or exceeds the quality of the specifications listed. On all such proposals, the bidder shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.

#### Submitting Bids/Proposals,

Proposals must be submitted as directed in the Notice to Qualified Firms, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or emailed will not be accepted.

#### Withdrawal of Bids/Proposals,

Proposals may be withdrawn prior to the opening date and time upon written request of the Proposer. Negligence on the part of the Proposer in preparing his/her proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening.

#### Award of Contract,

It is the policy of the Hopkinton School District that contracts are awarded only to responsible bidders. In order to qualify as responsible, a prospective vendor must meet the following standards as they relate to this request:

- A. Have adequate financial resources for performance or have the ability to obtain such resources as required during performance.
- B. Have the necessary experience, organization, technical and professional qualifications, skills and facilities.
- C. Be able to comply with the proposed or required time of completion or performance schedule; and
- D. Have a demonstrated satisfactory record of performance.
- E. Adhere to the specifications of this bid and provide all documentation required of this bid.

The contract will be awarded to a responsive & responsible bidder based on the qualifications and experience of the bidder, the quality of the equipment/product /materials/services to be provided and the support that the bidder offers during the duration of the supply terms.

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#### **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.

#### Delivery

Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices, without extra charge for packing or containers.

#### **Guarantees & Warranty**

All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the contractor must inform the School District, in writing, prior to the delivery of an item or any work being performed. Performance bond will be required.

#### Force Majeure

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or any other act of God. If during the contract period the successful vendor fails to supply the Hopkinton School District, New Hampshire with the vehicles/products/service (s). The Hopkinton School District will purchase this product/service(s) on the open market and the vendor will compensate the Hopkinton School District, New Hampshire with the difference between the bid price and the price incurred on the open market.

#### **Proposal Evaluations**

The School District reserves the right to reject any and all proposals received in response to the proposal. A proposal may be rejected, if the Firm:

- a Fails to adhere to one or more of the provisions established in the proposal.
- b. Fails to submit its proposal at the time or in the format specified herein or to supply the minimum information requested herein.
- c. Fails to meet the minimum evaluation criteria specified in this proposal.
- d. Fails to submit its proposal to the required address on or before the deadline date established by the School District.
- e. Misrepresents its services, experience and personnel by providing demonstrably false information in its proposal or fails to provide material information.
- f. Fails to submit its cost on the enclosed bid form.
- g. Refuses a reasonable request for an interview.
- h. Refuses to provide clarification requested by the school.

#### **Insurance Requirements**

A current Insurance certificate must be provided prior to commencing any work on this project, in the following amounts:

Comprehensive General Liability Combined single limit \$1,000,000.00 Workmen's Compensation & Employers Legal Liability \$500,000 per accident

The Contractor shall procure and maintain for the duration of this project Workmen's Compensation Insurance as required by State Law for all of his employees that are engaging in any work at the site of the project whether direct employees or subcontracting associates.

#### **Non-Collusion Statement**

The Undersigned certifies under penalties of perjury	that this bid in all respects is bonafide, fair and made
without collusion or fraud with any other person. A	s used in this paragraph, the "PERSON" shall mean any
natural person, joint venture, partnership, corporation	on or other business or legal entity.
Title	Signature
Company	

#### INDEMNIFICATION AGREEMENT

The successful vendor agrees to indemnify, investigate, protect, defend and save harmless the Hopkinton School District, NH, it's officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials, equipment or supplies in connection with the performance of this contract and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the vendor in the performance of this contract. In any case, the forgoing provisions concerning indemnification shall not be construed to indemnify the School District for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the School District or its employees. This indemnification shall survive the expiration or early termination of this contract.

<ul> <li>Company</li> </ul>		• Taxp		<ul> <li>Taxpayer Identification Number_</li> </ul>			·	
	Authorized Signature _				_ •	Contact Phone	•	Address
		•	Date					

#### SPECIFICATIONS/SCOPE OF WORK

### Remove old carpet and disposal - MOVED FROM FLOORING REPLACEMENT PROJECT BID 4/24/13

#### **Project Monitoring Professional Services**

Provide an on-site Industrial Hygienist to manage and oversee all remediation activities for up to seven (7) days on-site. Included in the monitoring are shifts of up to nine (9) hours on-site and one (1) being a Saturday. Asbestos samples will be analyzed on-site via Phase Contrast Microscopy (PCM) at no charge to your company.

#### **Specification Professional Services**

State of New Hampshire Certified Project Designer will meet with the appropriate personnel associated with this project to discuss the schedule, design, and expected areas to be impacted. A trip to the location on the same day as the meeting will be also be necessary to gather additional information for the preparation of the Specification Plan.

#### **Third Party Services**

Retain the services of the Abatement Contractor, who is State of New Hampshire licensed to perform abatement and will enter into a formal agreement with them to perform the work. SAU #66 will be listed on the Contractors' insurance as "additionally insured". Will pre-notify the State of New Hampshire DES Air Resources Division to initiate the required ten (10) business day notification for Asbestos Abatement.

#### **Report Professional Services**

The final report will include a narrative of abatement activities, a description of issues encountered, summary of results of all testing performed and a conclusion that addresses the relative degree to which these activities were successful based on visual inspections and final or clearance air monitoring results.

This is to be competed by August 9, 2013.