# Harold Martin School Replacement of Existing UST Piping to Double Wall Piping Hopkinton School District

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

COMPETITIVE SEALED BID FOR "Harold Martin School Replacement of Existing UST Single Wall Piping to Double Wall Piping connecting our double walled oil tank to Harold Martin School"

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 - Harold Martin School Replacement of Existing UST Single Wall Piping to Double Wall Piping connecting our double walled oil tank to Harold Martin School.

Sealed bids must be received no later than May 19<sup>th</sup>, 2015 at or before 10:00 a.m. 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 "Harold Martin School Replacement of Existing UST Single Wall Piping to Double Wall Piping Project"

All sealed bids received will be considered confidential and not available for public review until after the bid opening on May 19th, 2015 at 10:00 a.m.

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 David Barnard, Facilities Director at 603-746-4167, Ext. 3227 or dbarnard@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 19th**, **2015 on or before 10:00 a.m.**, late bids will not be considered.

Prior to bidding, interested contractors *must* attend the pre bid meeting on **Wednesday**, **April 29th**, **2015** at **9:00** a.m. This meeting will be at Hopkinton Middle/High School, 297 Park Avenue Contoocook, NH. Please notify David Barnard of your intent to attend pre bid meeting by Monday, April 27<sup>th</sup>, 2015.

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.

Page 1 of 15 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.
- \*All bid documents must be filled out to be considered.

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

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. 2252 or David Barnard, Facilities Director (603) 746-4167, Ext. 3227.

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.

# Page 2 of 15 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.

	he Hopkinton School District to ferret out information concerning the materials, bid/proposal does not meet all our specifications you must state it in the space
	s, computers, supplies, services and materials not meeting specifications may be wever, all deviations must be listed above.
If your bid does not meet our specific School District may claim forfeiture of	ations, and your exceptions are not listed above or in space provided, the Hopkinton your bid, if submitted.
Signed	I DO meet specifications
Signedexceptions are in space provided.	I DO NOT meet specifications as listed in this bid,
	Rid/Proposal response may result in your Rid/Proposal being rejected as

Failure to submit this form with your Bid/Proposal response 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:

Harold Martin School Replacement of Existing UST Single Wall Piping to Double Wall Piping connecting our double walled oil tank to Harold Martin School

#### UNDERGROUND STORAGE TANK PIPING UPGRADE SPECIFICATIONS

# SECTION 00.41.00 BID SCHEDULE

This contract will be awarded as one lump sum. The contract will be awarded at the June 2, 2015 School Board Meeting.

Contractor shall verify actual conditions and attend the mandatory site walk through before submitting a bid.

#### **DIVISION 01**

#### **GENERAL**

# REQUIREMENTS SECTION 01.11.00 SUMMARY OF WORK

The project shall consist of upgrading the existing single-wall fuel oil product piping by installing new buried double-wall product piping and associated equipment (such as piping fittings, containment sumps, monitoring equipment and interior piping, etc.) onto the existing UST's.

The piping is connected from an existing UST and transports fuel oil to the serviced buildings boiler(s).

#### SECTION 01.32.01 PROJECT SCHEDULE

All work for the project shall be completed during the summer recess. Specifically, between June 25, 2015 and August 19, 2015.

- All pricing should include labor and materials, fees, inspections and engineering costs.
- Scheduling for this project can begin on or after June 25, 2015 and shall conclude by August 19, 2015.

#### **DIVISION 02**

#### **EXISTING**

# SECTION 02.41.00 DECONSTRUCTION

Before any deconstruction work commences the existing underground storage tank shall have a precision test in accordance with Section 33.59.00 below, performed by a qualified person before preforming the work.

The Contractor shall survey the site and examine the New Hampshire Department of Environmental Services (NHDES) approved piping plans to determine the extent of the work.

The Contractor is responsible for verifying all utilities.

The Contractor shall notify dig-safe 72 hours prior to starting excavation work.

The Contractor shall verify the elevations of existing piping, utilities to be crossed by piping or other work to be installed, and any type of underground obstruction indicated or specified.

The Contractor shall remove all of the existing piping both buried and aboveground not to remain in service.

The Contractor shall not disturb existing site beyond the extent indicated or necessary for deconstruction and installation of new construction.

The Contractor shall not interrupt existing utilities serving the facility.

Pavement and concrete shall be removed from the facility at the contractor's expense and disposed of in a legal manner.

The Contractor shall manage the construction site and storage of materials.

The Contractor shall preserve and restore the site. The Contractor shall repair or replace portions of existing work; existing work shall be in a condition equal to or better than that which existed before the new work started.

#### SECTION 02.65.00 UNDERGROUND PIPING REMOVAL

The ICC for UST decommissioning shall certify the Contractor.

The existing underground storage tank shall have a precision test in accordance with Section 35.59.00 below performed by a qualified person before performing the work. This is to be done by the contractor.

Contractor responsible for all engineering and submissions necessary to obtain all permits and permissions required for underground tank. Contractor is responsible for obtaining all required permits to allow for completion of job that fulfills NHDES requirements for compliance with relevant statutes for UST's.

Work shall consist of removal and disposal of all associated piping ancillary equipment including but not limited to disposal of contaminated soil, laboratory testing and providing reports required by regulatory agencies, such as the NHDES.

Contractor shall take all necessary precautions to avoid damage to existing structures, their appurtenances, monitoring wells or utilities that may be affected by work activities. Repairing any damage to utilities, monitoring wells at no expense to the Owner. Do not disturb utilities encountered, which were not previously shown.

Before excavation drain product piping back to the tank. Remove residual liquids in product lines. Ensure no spillage of the piping contents.

Remove and dispose of all liquid wastes in accordance with all local, State and Federal regulations.

Provide containers, equipment, labor, labels and placards and manifests necessary for accomplishing the work including materials necessary for cleaning up spills that could occur from piping removal operations.

Disconnect all piping and ancillary equipment from the tank. Remove the piping completely both interior and exterior of the serviced building.

Complete testing along existing piping to conform to NHDES piping closure-reporting requirements. Verify tests required and required location for tests to complete the piping closure reporting.

Complete and register UST Notification form within 30 days of closure. Copies of this notification need to be given to Hopkinton School District.

# SECTION 02.81.00 TRANSPORTATION AND DISPOSAL

Perform removal and disposal of all wastes in accordance with 40 CFR 280 as well as all applicable local, State and Federal regulations.

Contractor is responsible for obtaining all required permits for transportation and disposal of all waste resulting from piping removal activities.

#### Division11

# **EQUIPMENT**

# SECTION 11.01.01 PIPING, FITTINGS, PIPING DUCT AND ENTRY BOOTS

Buried double-wall piping, piping duct and piping boots shall be manufactured of thermoplastic materials that are of the flexible type, and in accordance with NHDES specifications.

Buried piping, ducting and piping boots shall be UL listed under UL971.

Buried piping and fittings shall be of the same manufacturer and size to provide an acceptable installation.

Buried piping and fittings shall be as depicted on the NHDES approved piping plans. No substitutions are allowed.

#### **SECTION 11.02.01 TANK SUMP**

Shall be manufactured of polyethylene plastic.

Shall be of the size and configuration as depicted on the NHDES approved piping plans.

#### **SECTION 11.03.01 BUILDING PIPING TERMINATION**

Shall provide the transition of buried piping to above ground piping.

Shall provide the transition of the buried flexible product piping to aboveground steel pipe within a fire-resistant steel enclosure where there could be an exposure to fire and or where required by the NHDES approved piping plans.

Shall provide ready access for maintenance.

# **SECTION 11.04.01 TANK SUMP ADAPTER**

Shall be capable of being installed within a 4-inch tank bung.

Shall be capable of installing through one hole in the sump base permitting the sump to be rotated.

Shall be equipped with a compression ring with a solid gasket to make a watertight seal with the sump.

#### SEDCTION 11.05.01 MONITORING CONSOLE

Shall provide continuous accurate monitoring.

Shall be contained within a NEMA 4X weatherproof conduit/casing that is corrosion-resistant.

Shall be equipped with acknowledge switch, test switch and switch and system detect light. Shall be easily installed with low-voltage remote annunciator outputs and relay outputs. Shall have LED indicators rated MTBF 11 years, specific sensor LED.

Shall have inputs accepting high level, caution level or leak sensors, low level alarm (LPD controllers only).

Shall have removable sensor input connectors.

Shall be U.L. listed, Third party certified and modified controllers for special applications.

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#### SECTION 11.06.01 SUMP SENSOR

Shall be a non-distinguishing sensor designed to accommodate a variety of applications. Shall be able to detect liquids at any angle. Shall conform to approved models as per NHDES.

#### **SECTION 11.07.01 FRAME AND COVER**

Shall be of lightweight, slip resistant composite manhole cover. Shall be UV

Shall have reduced weight.

Shall have stainless steel fittings. Shall have

galvanized steel skirt.

resistant.

Shall meet AASHTO H20 wheel loading.

Shall have a pry bar cleat and concrete anchors.

#### SECTION 11.08.01 SPILL CONTAINER

Shall have a watertight frame and cover assembly cast of durable ductile iron. Shall have ductile iron cast concrete anchors.

Shall have 14-gauge stainless steel 5-gallon container.

Shall have flexible, double sealing, Victaulic Buna-N seal and flange assembly with stainless steel bolts to allow for frost heaving and tilting with grades.

Shall conform to approved models as per NHDES.

# **SECTION 11.09.01 FIRE SHIELD ENCLOSURE**

Shall have a minimum capacity of 2.75 cubic feet. Shall be formed of durable sheet steel construction. Shall have a weatherproof seal.

Shall provide complete enclosure of thermoplastic fuel oil piping.

# SECTION 11.10.01 ANTI SIPHON VALVE

Shall prevent fuel from exiting the storage tank in the event of a broken line or leak. Shall have an adjusting mechanism that is lockable after the preferred setting is made.

Shall include a pressure relief valve to eliminate thermal expansion of fluid within the lines.

#### SECTION 11.11.01 BALL VALVE

Shall provide full port opening.

Shall have a manual open-close arm and a quick quarter-turn handle. Shall be compatible with fuel oil.

# DIVISION

26

#### **ELECTRICAL**

Equipment, materials, installation, and workmanship shall be in accordance with the mandatory and advisory provisions of NFPA 70 unless more stringent requirements are specified or indicated.

# DIVISION

31

#### **EARTHWORK**

#### SECTION 31.23.00 EXCAVATION

The Contractor shall be certified by the ICC for UST decommissioning.

The existing underground storage tank shall have a precision test in accordance with Section 33.59.00 below performed by a qualified person before performing the work.

Contractor shall obtain any required building permits for underground tank piping removal and installation. Contractor is responsible for obtaining all required permits and the NHDES UST construction approval.

Mark all excavation areas and clear areas designated for excavation.

The location of the existing utilities indicated is approximate. The contractor shall physically verify the location and elevation of the existing utilities indicated prior to starting construction. The contractor shall contact the Public Works Department for assistance in locating existing utilities. The contractor shall scan the construction site with electromagnetic and sonic equipment and mark the surface of the ground where existing underground utilities are discovered.

The contractor is responsible for movement of machinery and equipment over pipes and utilities during construction. Perform work adjacent to utilities as indicated in accordance with procedures outlined by utility company. Excavation made with power-driven equipment is not permitted within 2 feet of known utility or subsurface construction. For work immediately adjacent to or for excavations exposing a utility or other buried obstruction, excavate by hand. Start hand excavation on each side of the indicated obstruction and continue until the utility has been entirely uncovered.

Strip and stockpile uncontaminated topsoil for reuse.

Provide written documentation no later than 30 days before work begins that the proper State and local authorities have been notified.

Stage operations to minimize the time that tank and piping excavation is open. Divert surface water to prevent direct entry into the excavation.

#### **Page 8 of 15**

Perform excavation as necessary to remove buried and ancillary equipment. Pavement and concrete shall be removed from the facility at the Contractor's expense.

Backfill the tank area as soon as possible with approved backfill specified on the NHDES approved piping plans after piping has been installed.

Provide backfill, compaction, grading and asphalt replacement in accordance with industry standards. Will provide a safe and secure site with appropriate barriers and signage for duration of job.

# DIVISION

32

#### EXTERIOR IMPROVEMENTS

#### SECTION 32.12.17 HOT MIX BITUMINOUS PAVEMENT

The work shall consist of the construction of one or more courses of asphalt pavement constructed on a prepared subgrade foundation, where necessary.

Furnish a homogeneous mixture of course aggregate, fine aggregate and asphaltic material. The several aggregate fractions shall be sized, uniformly graded and combined in such proportions that the resulting mixture meets the grading requirements of AASHTO Standard Practice R 35.

Aggregates shall be uniform quality durable pebbles or fragments of rock with or without sand or other inert finely divided mineral aggregate. All material shall be free from clay balls, organic matter, deleterious substance, and an excess of flat or elongated pieces as specified in ASTM D 4791.

Bituminous materials used for asphalt cement binder shall meet the properties specified in AASHTO M 320.

All courses shall be spread and finished in an acceptable manner. Immediately after the asphalt mix has been spread, struck off and surface irregularities adjusted, it shall be thoroughly and uniformly compacted by rolling in an acceptable manner. The use of equipment shall not result in excessive crushing of the aggregate. Any asphalt pavement that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt binder, or is any way defective, shall be removed and replaced at no additional cost with fresh hot asphalt mix, which shall be immediately compacted to conform with the surrounding area.

The complete course shall be free from ridges, ruts, humps, depressions, objectionable marks, visible segregation, or irregularities. Joint faces shall be coated with an appropriate bituminous bonding material meeting industry standards before the fresh mixture is placed against the joint face. The bonding material shall be applied to completely cover all joint contact surfaces with a minimum 1/8-inch thick layer of material. The joint face on which the bonding material is to be applied shall be free from loose material, dust or other debris that could interfere with adhesion. Extreme care shall be taken to ensure that no unevenness occurs at the joint.

The thickness of the asphalt layer shall be a minimum of 4 inches.

# SECTION 32.92.19 TOPSOIL AND SEEDING

Material suitable for topsoil shall be natural, friable soil representative of productive well- drained soils of the area, free of subsoil, stumps, rocks, brush, weeds, toxic substances or other material detrimental to plant growth.

Topsoil shall contain 5 to 10 percent organic matter. Maximum particle size ½ inch. Topsoil shall be free of sticks, stone, roots and other debris and objectionable materials.

Provide 4 inches of topsoil to meet finished grade. Remove debris and stones larger than ¾ inch in any dimension remaining on the surface after finish grading. Correct irregularities in finish surfaces to eliminate depressions. Protect finished topsoil areas from damage by vehicular or pedestrian traffic.

Provide State-certified seed of the latest season's crop delivered in original sealed packages, bearing producer's guaranteed analysis for percentages of mixtures, purity, germination, weed seed content, and inert material. Label in conformance with applicable seed laws. Wet, moldy or otherwise damaged seed will be rejected.

Mulch shall be free from noxious weeds, mold and other deleterious materials.

#### **DIVISION 33**

#### UTILITES SECTION 33.11.23 LIQUID PETROLEUM PIPNG

This section defines the requirements for pipe and piping components as related to the fuel distribution system.

Provide the entire fuel distribution piping system as a complete and fully operational system. Buried piping shall be

double-wall and comply with Section 11.01.01 above. Substitutions will not be acceptable.

Contractor shall be certified by the ICC for UST installation.

Bedding material shall be provided in conformance with the NHDES approved piping plans. Handle, store and

protect equipment and materials to prevent damage before and during installation in accordance with the manufacturer's recommendations. Replace damaged or defective items.

Product piping must have a continuous slope at a minimum of 1/8" per foot to the tank with no sags or traps.

Aboveground pipe and fittings shall be black steel, schedule 40 pipe with threaded ends and ductile iron threaded fittings.

Provide polyethylene plastic and metallic core of metallic-faced, acid and alkali-resistant polyethylene plastic warning tape manufactured specifically for warning and identification of buried utility lines. Provide tape on rolls, 3 inches minimum width, yellow in color and identification imprinted in bold black letters continuously over the entire tape length. Warning and identification to read "CAUTION, BURIED LINE BELOW". Provide permanent color and printing is to be unaffected by moisture or soil.

Test piping in accordance with the NHDES approved plans.

# SECTION 33.59.00 TIGHTNESS TESTING OF EXISTING UNDERGROUND STORAGE TANK

Tank shall be tightness tested for integrity.

The tank shall be isolated from its piping prior to performing the test.

Include a complete description of the proposed tightness test method to be performed. Include step-by-step procedures required in the tightness test. Copies of all test results will be provided to Hopkinton School District.

Tests shall be capable of detecting a leak from any portion of the tank that routinely contains product while accounting for the effects of thermal expansion or contraction of the product, vapor pockets, tank end deflections, evaporation or condensation, temperature change, wind, vibration, noise, and the location of the water table. Acceptable tank tightness testing methods shall be either volumetric or non-volumetric as described in this section.

Volumetric tests shall be constant-level type. Temperature sensors shall have a precision of 0.001 degrees F or less. Test methods requiring only a partially filled tank shall record data at intervals of 1 second or less. Test methods requiring a tank to be filled above the 95 percent capacity level shall record data at intervals of 5 minutes or less. Tests shall not be conducted through any type of drop tube internal to a storage tank. Tanks filled above the 95 percent level shall initially be filled to the 95 percent level allowed 24 hours to stabilize. Following the 24 hour period and if applicable, top off the tank as required and allow 3 hours to stabilize prior to testing.

Nonvolumetric tests shall be capable of testing the entire volume of a tank and not just the volume containing liquid on the day of the test. Vacuum tests shall not damage the integrity of the storage tank.

If a tank is determined to be leaking based on the tightness test performed, then testing shall be stopped, hydrostatic or vacuum pressures shall be relieved, the entire system shall be visually inspected, and immediate verbal notification shall be provided to the owner.

Following verbal notification submit within 2 days a written statement that lists the possible areas where the leakage is occurring, the type of leakage, the approximate leak rate, etc.

Do not perform system upgrades until the tank has passed its specified tightness test.

Price			
Warranty			
• Proposal Submitted by (Business Nan	ne)		
		• Title of person authorized to sign	proposals
		• Name of person authorized to sig	
		• Signature of person authorized to	
Business Phone	Business Fax		_ • Business Address
Date _		• Business	
Email	<ul><li>Business Type</li></ul>	pe	(Individual,
Partnership, Corporation etc.)			
D:11 1 1 1	1 / : /1 1	16 :1 :4 :1 /	
Bidder hereby agrees to commence wo	rk/services/labor a	and furnish appropriate materials /ec	
the above specifications on or before: _			Bidder hereby
agrees to complete work/services/labor	r and furnish appro	opriate materials /equipment specific	ed 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.

#### **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.

#### **Performance Bond**

The School District requires Performance Bonds on all construction projects that are over \$35,000 per N.H. RSA 447:16-18

#### **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.

#### 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	y that this bid in all respects is bonafide, fair and made without
collusion or fraud with any other person. As used ir	this paragraph, the "PERSON" shall mean any natural person, joint
venture, partnership, corporation 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.

or ear	ly termination of this con	itract.				
•	Company		<ul> <li>Taxpayer Ide</li> </ul>	entification Number	•.	Authorized
Signa	ture•	Conta	act Phone	Address		
•	Date					