

# NOTICE OF REQUEST FOR PROPOSAL (RFP)



Southern NH Services, Inc.  
40 Pine Street – Manchester, NH 03103  
Tel: (603) 668-8010 Fax: (603) 645-6734

**January 14, 2021**

**Request for Proposals**

**Architectural services for building design and construction for improvements to 40 Pine Street and 130 Silver Street Manchester, NH.  
RFP Number: 2021-01-15**

Southern New Hampshire Service, herein referred to as “SNHS”, is seeking proposals from qualified, interested parties for design, engineering, and permitting services to submit a proposal, including detailed cost, for the planning, design, engineering, and permitting of improvements to 40 Pine Street and 130 Silver Street located in Manchester NH. The Scope of Work may be found on Pages 4 through 7 of this Request for Proposal.

**Point of Contact:** Nick Caggiano  
Project Manager  
SNHS  
40 Pine Street  
Manchester, NH 03108  
603-668-8010 x 6309  
Email: [ncaggiano@snhs.org](mailto:ncaggiano@snhs.org)

**ISSUE DATE: 01/15/2021**

**DUE DATE: 02/12/2021**

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## **INSTRUCTIONS TO VENDORS:**

Please submit **one (1) original, (1) digital on USB and two (2) copies** clearly marked **“Architectural services for improvements to 40 Pine Street and 130 Silver Street.**

Proposals must be submitted, as outlined in the preceding paragraph, **no later than 3:00PM on February 12, 2021** c/o SNHS 40 Pine Street Manchester, NH 03108. Proposals must be submitted in the format provided and address the items specified in the proposal specifications. Postmarks or other timestamps will not be accepted in lieu of actual delivery. The firm can use whatever delivery mechanism it chooses as long as it remains clear that the firm is responsible for submissions prior to the date and time.

SNHS assumes no liability for the payment of costs and expenses incurred by any bidder in responding to this request for bids. All bids become the sole property of SNHS. This request for bids is not a contract and alone shall not be interpreted as such but rather serves as an instrument through which bids are solicited

SNHS may reject any or all of the proposals on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim or cause of action by any unsuccessful bidder against SNHS. SNHS also reserves the right to negotiate any change or amendment in any bid without soliciting further bids if the action is necessary for the best interest of SNHS.

Complete specifications and related documentation is available on our website, [WWW.SNHS.ORG](http://WWW.SNHS.ORG), Bid Opportunities. Refer to Document RFP 021-01-15 **Please note paper copies will not be available.**

The timeline for this project is as follows:

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	<b>Date</b>	<b>Time / Location</b>
Pre-Bid Meeting and site visit	January 30, 2021	10:00 AM 130 Silver Street Manchester, NH 03108
Deadline for Vendor Questions	February 4, 2021	3:00 PM
Answers/Clarifications Posted	February 6, 2021	3:00 PM
RFP Responses due	February 12, 2021	3:00 PM, SNHS 40 Pine St Manchester, NH 03108

Vendors are encouraged to submit questions via email however, SNHS assumes no liability for assuring accurate and complete email transmission/receipt and is not responsible to acknowledge receipt. **Inquiries** must be submitted **in writing**, citing the RFP title, RFP number, Page, Section, and received no later than February 4, 2021 at 3:00PM:

SNHS will consider all timely-received questions and requests for change and, if reasonable and appropriate, will issue an addendum to clarify or modify this RFP. Answers to vendor submitted questions and other addenda will be posted under document RFP2021-01-15 on the SNHS website; WWW.SNHS.org under Services, Bid Opportunities; no later than February 6, 2021, at 3:00PM.

SNHS supports the concept of purchasing products which are biodegradable, can be or have been recycled, or are environmentally sound. Due consideration will be given to the purchase of such products. If you are bidding on any such products which qualify, please indicate so in a cover sheet by item number and description.

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## RFP 2021-01-15

Architectural services for building design and construction for improvements to 40 Pine Street and 130 Silver Street Manchester, NH.

### A. Introduction

SNHS is seeking proposals for comprehensive architectural services including building / mechanical engineering to design the renovation and improvements of 2 existing buildings. The existing buildings layouts are not in line with the future intended use of these facilities.

The goal of the project is to:

1. Redesign the space
2. Provide an environmental review of the existing buildings.
3. Evaluate building mechanical systems, windows, doors, and roofs
4. Produce construction documents / plans / bid documents for demolition and construction
5. Provide a detailed engineers cost estimate for the project
6. Provide bid assistance
7. Provide construction oversight and inspection including weekly construction meetings
8. Complete and apply for all necessary City, State and Federal permits. Attend any applicable required meetings.
9. Provide two (2) paper and one (1) electronic copies of the final as built plans
10. Provide one (1) paper copy and one (1) electronic copy of a maintenance manual which will include a monthly maintenance schedule.

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## B. Project Description

The buildings are located in Manchester, NH. 40 Pine is home to the agency administrative office, and resource center that includes fuel assistance, the WIC program, child care and a warehouse and distribution center that includes loading docks, storage, and a commercial refrigerator and freezer. 130 Silver Street has program administrative offices as well as classrooms that are no longer in use. The project will look to reconfigure the existing space currently in use and develop and construct the new spaces.

The expectations are to have the necessary meetings to get input on the most practical and efficient design and function of the buildings. Have different concepts presented to SNHS and proceed with the selected plans. Plan review between SNHS management and the architect will occur at 60% completion and 90% completion. The feedback and recommendations from SNHS and the project budget will be the basis for the preliminary design. All improvements to the site should be made to comply with current ADA requirements and should be as user-friendly as possible for all employees and guests.

Anticipated permits and approvals required for this project will be submitted by the architect.

## C. Project Scope and Timeline

January – March 2021	Firm Selection. Outreach and meetings with SNHS committee
January – March 2021	Select Firm and complete contract process
March 2021 – July 2021	Complete feasibility study, preliminary design and cost estimates in consultation with SNHS Present preliminary design to SNHS for approval and feedback.
July 2021	Final design, cost estimates, and permitting
August 2021	Bidding and selection of construction firm
September 2021	Project demolition and construction begins

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Project Scope:

Feasibility Study: Conduct necessary meetings and site visits sampling and documentation of existing conditions to determine the feasibility and requirements of renovating and improving the buildings.

Preliminary design and cost estimates: Based on project budget, SNHS staff input, as well as guidance from city agencies, create preliminary design recommendations and cost estimates. Create preliminary design plans and representative images.

Present preliminary design: Present preliminary design to the SNHS.

Final design and engineering: Revise preliminary design based on input from SNHS to create final design and plans.

Permitting: Prepare and submit all necessary permitting and approval applications and documents for the project. Attend all required meetings to complete permitting for the project.

Bidding: Prepare bid documents and assist with advertising and selection.

Construction: Provide demolition and construction oversight and management.

## D. Proposals

Proposals should include:

1. Description of the firm: contact information, office location, expertise and specialties
2. Project manager, project team, and resumes
3. Relevant experience: A description of relevant experience that demonstrates proven record of completing design, engineering, and permitting for similar projects

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4. Project approach: The Consultant’s Project Approach will be described in sufficient detail to demonstrate knowledge of the steps needed to successfully complete the described engineering of the project. The Project Approach will also include any recommendations the Consultant may have that could improve the overall process.
5. References: Provide contact information for references for relevant projects
6. Cost proposal: Include detailed cost proposal to complete the scope of work as described in your project approach

## E. Evaluation Criteria

Upon receipt of the proposals, a team of SNHS staff will evaluate each proposal according to the following criteria:

1. Prior relevant experience of the firm and project team
2. Project approach
3. Cost
4. References, reputation, and timeliness to complete the work.

Proposals will be ranked according to these selection criteria. We may schedule in-person interviews.

Upon contract award a certificate of insurance must be emailed to [Ncaggiano@snhs.org](mailto:Ncaggiano@snhs.org) naming Southern NH Services, Inc. 40 Pine Street, Manchester, NH 03103 as certificate holder along with a W-9.

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## TERMS AND CONDITIONS

- 1. Acceptance** - Acceptance of this offer by Contractor must be made on the exact terms and conditions herein. The installation of the goods described herein shall be conclusively deemed an unconditional acceptance of this proposal on the exact terms herein and no other oral, written or implied representations. Understandings, agreements or disclaimers including any which may be in contractor's proposal acknowledgement, spec. sheet, shipping papers or sales order or invoice shall not apply. All orders must be acknowledged promptly.
- 2. Revocation** - Southern NH Services, Inc. reserves the right to revoke this order at any time before acceptance. This is not a firm order.
- 3. Time of performance** - Any and all goods, materials, labor and installations hereunder called in this agreement shall be commenced and completed no earlier than, nor later than the dates set forth on the face of this document. TIME IS OF THE ESSENCE. If the dates specified herein are not met, Southern NH Services, Inc. may suffer significant damages, including consequential damages, for which the contractor shall be liable.
- 4. Warranties** - Contractor warrants all products or materials delivered hereunder to be free from defect in material or workmanship and to conform strictly to any and all specifications, product literature or samples. Contractor further warrants that any work, labor or installation performed pursuant to this agreement shall be completed free of defects and in a timely, thorough and workmanlike manner. These warranties shall survive any inspections, delivery acceptance of, or payment by Southern NH Services shall also have the benefit of all other warranties implied at law, and all other warranties made by contractor. Contractor shall comply with all laws, ordinances and regulations and pay all taxes applicable. Warranty periods relate only to the specific obligation of the contractor to remedy the defects. Warranty periods shall not be construed to establish a period of limitations and do not shorten the time within which the obligation of the contractor to comply with this agreement may be sought or enforced or the time within which proceedings may be commenced. In addition to any other warranties provided by contractor, contractor warrants all labor, products and materials sold, delivered and installed to Southern NH Services, Inc.
- 5. Termination** - Southern NH Services, Inc. has the right to terminate this agreement, in whole or in part, by giving written notice to contractor. Except in case of termination for



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breach, or cases involving the insolvency or bankruptcy of the contractor, allowances will be made for normal and reasonable expenses incurred by the contractor prior to receipt of notice of cancellation. Southern NH Services, Inc. will not be liable for any expenses incurred by the contractor in advance of scheduled start date nor for any expense, charges or liabilities incurred subsequent to the giving of notice of cancellation. In no event will Southern NH Services, Inc. be liable for any lost profit or consequential damages resulting from termination or cancellation of this agreement.

6. **Changes** – Southern NH Services, Inc. has the right to make changes as to installation methods, labor practices, specifications and delivery times and schedules, without notice to any sureties or assignees. Contractor shall within five (5) calendar days notify Southern NH Services, Inc. in writing of any increases or decreases in costs or changes of schedule caused by such changes and an equitable adjustment shall be agreed upon in a written amendment to this agreement. Failure of the contractor to notify Southern NH Services in writing of any claim for the increase in price or extension of time within five (5) calendar days of the change made by Southern NH Services shall constitute a waiver by the contractor of any claim for an increase in price or extension of time.
7. **Default or Breach** – Materials, labor and installation practices that do not meet contractors' specifications and/or representation must be replaced at the job site, and any work or installation not performed in accordance with the plans or specifications submitted by the contractor, or which is non-conforming or defective, shall be promptly repaired by contractor or corrected at contractor's expense. Southern NH Services is entitled to recover any and all damages and expenses incurred by Southern NH Services as a result of any default or breach of this agreement or the warranties it contains, including any consequential damages. Costs recoverable by Southern NH Services include labor costs incurred for the removal, repair or replacement of defective or non-conforming materials or work, and Southern NH Services reasonable expert attorney's fees incurred in enforcing this agreement or incurred as a result of any default or breach. To the extent that Southern NH Services has to provide labor or another contractor to remedy any breach of this agreement, or to repair or replace any defective or nonconforming work or materials. Southern NH Services labor costs and expenses will be charged back to the contractor.
8. **Non-waiver** – Waiver by either the contractor or Southern NH Services of a breach by the other or any provision of this contract shall not be deemed a waiver of future compliance therewith, and such provision shall remain in full force and effect.

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9. **Terms** – Terms for payment are as set forth on the face of the written proposal received from contractor and agreed upon prior to the assignment of Southern NH Services Purchase Order. No interest, carrying charges or penalties will be assessed unless agreed upon by an officer of Southern NH Services.
10. **Taxes** – Except as may be otherwise provided in this agreement, the price includes all applicable taxes.
11. **Indemnification** – To the fullest extent permitted by law, and regardless of fault by Southern NH Services, contractor agrees to indemnify, hold harmless and defend, Southern NH Services, it's successors and assigns from and against any and all claims, liabilities, loss, damage and expense including expert attorney's fees which Southern NH services may suffer relating to, arising out of, or attributable to , in whole or in part to any of the contractors materials, installation or application procedures, delays in the delivery by contractor, non-payment by contractor to its suppliers or employees. Contractor shall have in place and submit to Southern NH Services, naming Southern NH Services as insured prior to the start-up of any work to be performed within any and all Southern NH Services, Inc. properties.
12. **Modification** – With the exception of warranties made by the contractor to Southern NH Services which are not set forth herein, the purchase order issued by Southern NH Services is intended by the parties as a final understanding of their agreement and as a complete and exclusive statement of the terms and conditions of their agreement. Any modifications of this agreement must be made in writing and signed by a Southern NH Services authorized representative.
13. **Applicable Law and Severability** – The purchase order issued shall interpreted and enforce in accordance with the laws of the state of New Hampshire and applicable federal law, without regard to conflicts of law principles. If any provision of this agreement is determined to be unenforceable or invalid, that provision shall be deemed severed from this agreement, and the remaining portions shall remain valid and enforceable.

**EXHIBIT "A"**

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## GENERAL

### 1.1 PROJECT DESCRIPTION:

- A. See Scope of work above.

### 1.2 PERFORMANCE STANDARDS AND GENERAL REQUIREMENTS:

A. The Contractor shall agree to follow customary/standard industry practice in the performance of all concrete services specified herein. Southern New Hampshire Services Inc. will have the sole authority to determine whether the Contractor has provided satisfactory services that meet customary/standard industry practice. Should the Contractor fail to adhere to these standards as determined by Southern New Hampshire Services, Southern New Hampshire Services may deem such failure as sufficient cause for default and immediately terminate this project.

B. The Contractor must show a minimum of three (3) years-experience.

C. The contractor shall provide three (3) references.

D. Certified Contractors holding a valid license issued in their own name by the appropriate State and/or county of jurisdiction licensing board are qualified to bid on this project.

E. The Contractor shall provide insurance certificates and maintain insurance coverage, workmen's compensation, bodily injury, property damage and automotive damage, for the duration of this project.

#### E .1 – Commercial General Liability Insurance:

- 1. Coverage Basis:

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Limit: Occurrence Policy  
\$1,000,000 General Aggregate  
\$2,000,000 Aggregate product / completed operations  
\$1,000,000 Personal advertising  
\$1,000,000 per occurrence  
\$ 50,000 fire damage  
\$ 5,000 medical expense

2. Include: Completed operational / product liability (including XCU coverage if applicable).  
- Blanket contractual liability  
- Employees as additional insureds  
- Premises Medical Payments

2. Deductible: None

3. Continuous Coverage: Contractor agrees to continue to provide evidence for one year following work acceptance that CGL insurance has been continuously in force.

## E. 2 – Workers Compensation:

1. Limits: Statutory
2. Employer’s Liability: \$500,000 each accident / \$500,000 disease policy.
3. extending to cover all contracted labor used on the project.

## E.3 – Automobile Insurance:

1. Form: Comprehensive automobile liability covering “any auto”.
2. Limits: \$1,000,000 bodily injury each person and property damage.

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\$2,000,000 each accident

E.4 – Umbrella Insurance: (only required if primary Commercial General Liability or Automobile policies are less than the limits indicated).

E.5 – All Policies: Must name the following as additional insureds (with the exception of worker’s compensation and professional liability coverage) and other additional insured if required by the owners or Mortgage Company. Must contain 30-day written notice of cancellation to certificate holder’s provision. Must be placed with insurers carrying an A.M. Best A or better.

E.6 – Owner’s Protective Liability Insurance: The Contractor shall take out and furnish to the owner and maintain during the life of this contract complete Owner’s Protective Liability Insurance in amount as specified in 1, 2 and 3 above, for Bodily Injury Liability Insurance and for Property Damage Liability Insurance.

## 1.3 STAFFING:

The Contractor shall provide a schedule of the number of employees who will be assigned to work this project, listing all positions to the Southern New Hampshire Services assigned Project Manager once the Notice to Proceed (NTP) has been issued.

## 1.4 BASIS OF PAYMENT:

Partial payments may be made for percentages or stages or work completed upon submittal of an invoice and approval of assigned Southern New Hampshire Services Procurement Manager and signed off by both parties. See non-technical specifications below for compensation for terms of payment:

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## Exhibit B

### Building Information

#### 130 Silver Street

Year Built- 1965  
Lot Size- 39,865 Sqft  
Building Size- 22,556 Sqft  
Number of Floors- 1  
Roof- Tar and gravel  
Heating Fuel- Gas  
Air Conditioning- Central

#### 40 Pine Street

Year Built- 1978  
Lot Size- 46,008 Sqft  
Building Size- 25,800 Sqft  
Number of Floors- 2  
Roof-Tar and gravel  
Heating Fuel- Gas  
Air Conditioning- Roof top



### Street Map



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