

Newmarket School District Magnetic Dry Erase Boards, 2022

7. WITHDRAWAL OF BIDS/PROPOSALS: Proposals may be withdrawn prior to the opening date and time upon written request of the Bidder. Negligence on the part of the Bidder in preparing his/her proposal shall not constitute a right to withdraw a bid subsequent to the bid opening.
8. PRICING: Unless otherwise specified, all prices listed are firm for the term of the contract. All prices should include all labor and material costs, and any discounts offered.
9. This purchase shall be made using Federal Funds. In accordance with 2 CFR 200, the following contract provisions are required:
 - a. DOMESTIC PREFERENCES FOR PROCUREMENTS USING FEDERAL FUNDS. Vendor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Section must be included in all subawards including all contracts and purchase orders for work or products under this Agreement.
 - b. TERMINATION FOR CAUSE/REMEDIES FOR BREACH. The District may terminate this Agreement for cause, including the Vendor's noncompliance with terms of this Agreement, by giving thirty (30) days written notice. The District's sole liability upon termination shall be payment to Vendor for services performed by Vendor up to the date of termination. If the District terminates this Agreement for cause and that cause is not deemed to be sufficient, the termination shall be deemed to be for the District's convenience and without cause. The right of termination is not intended to be exclusive, and is in addition to any other rights available to either party at law or in equity. If the Vendor breaches a material provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach, the District may elect to pursue any available legal, contractual, or administrative remedy.
 - c. TERMINATION FOR CONVENIENCE. The District may terminate this Agreement without cause by providing no less than ten (10) days written notice to the Vendor. The District's sole liability upon termination shall be payment to Vendor for services performed by Vendor up to the date of termination.
 - d. SUSPENSION AND DEBARMENT. Vendor shall complete and submit to the District the federal Certification of Suspension and Debarment (See Bid Submittal Form).
 - e. EQUAL OPPORTUNITY CLAUSE/NONDISCRIMINATION. The District and the Vendor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R. Part 60).
 - f. MINORITY AND WOMEN BUSINESSES. Vendor to the extent reasonably possible shall subcontract with minority businesses, women's businesses and labor surplus area firms.
 - g. PROCUREMENT. Each party to this Agreement shall maintain all appropriate oversight, standards of conduct, price and costs analyses, and records, sufficient to demonstrate compliance with federal procurement requirements, including all required standards of conduct with respect to federal procurement, and with respect to prohibition on conflicts of interest, as stated throughout this Agreement. To the extent any further requirements are needed, those provisions of 2 C.F.R. Part 200, including 2 C.F.R. 200.318 and 2 C.F.R. 200.323, are incorporated herein by reference.
10. BID RESULTS: The SAU Business Office will not respond to phone inquiries for bid results. Individuals or company representatives may attend a bid opening which is open to all interested parties or by emailing for a summary of the bids. Bid award results will only be released to parties via email once the Newmarket School Board has been notified and awarded the bid. The bids and proposals are governmental records and shall be available to the public under the Right-to-Know Law. The District will not accept bids or proposals marked confidential in whole or in part. All concepts, information, and cost savings alternatives presented by the Bidder during the bid selection process shall become the property of the District and shall thereafter be used at the District's sole discretion. The District shall own all instruments of service.

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11. NON-APPROPRIATION CLAUSE: Multi-year contracts entered as a result of this RFP require a non-appropriation clause.
12. All quotations must be signed by an authorized representative of the Vendor.
13. Should a Vendor find discrepancies in or omissions from the specifications, or should he/she be in doubt as to their meaning, the Vendor shall at once notify the DISTRICT, who will send a written clarifications to all Bidders. The District will not be responsible for any oral instructions or addendums.
14. Proposals should be prepared simply and economically providing a straightforward, concise description of the Vendor's ability to meet the requirements of the RFP.
15. All questions during the bidding period should be directed to Janna Mellon, Business Administrator. Questions should be submitted by email and will be shared with all potential bidders. Email address mellonj@newmarket.k12.nh.us. Last opportunity to submit questions shall be Tuesday, October 25, 2022 by 3pm.
16. Proposal due date is Friday, October 28, 2022 by 3pm. Sealed proposals should be submitted to Janna Mellon, Business Administrator at 186A Main Street, Newmarket, NH, 03857 or proposals may be submitted via email to mellonj@newmarket.k12.nh.us. Please reference **Magnetic Dry Erase Boards, 2022** in your submittal. ***Should a vendor choose to submit a proposal via email, it is the vendor's responsibility to confirm receipt of the proposal to ensure that the proposal has successfully been received by the Newmarket School District.*** Please contact Janna Mellon at mellonj@newmarket.k12.nh.us in a separate email from the one containing the proposal, to confirm receipt of the proposal.
17. The District's decision with regard to the selection of the Vendor shall be considered final.
18. The District reserves the right to investigate the financial responsibility of any and all submitters to determine the ability of the firm and/or individual to assure services throughout the term of the project and to provide insurance that will be required by the District.
19. GUARANTEES AND WARRANTY: All parts and equipment must include a warranty of at least one year after final delivery .

Attachment A

Newmarket School District Magnetic Dry Erase Boards, 2022

Additional Information:

General:

- a. Magnetic Dry Erase Boards shall be shipped in the sizes and quantities as shown in the table below.
- b. Delivery charges shall be listed separately from equipment pricing.
- c. Delivery addresses:
Newmarket Elementary School
243 South Main Street
Newmarket, NH 03875
- d. Newmarket Elementary does not have a delivery dock. Delivery charges shall be inclusive of all equipment charges (ie. liftgate) as required to deliver the equipment.
- e. Deliveries must arrive between 8:00 am and 2:30 pm, M-F. District shall be notified in advance of delivery dates/times. Delivery shall be scheduled with David Reilly, Facilities Director at reillyd@newmarket.k12.nh.us.
- f. All submittal packets shall include product specifications and product sheets.

Product Requirements:

- a. Quantity thirty (30) Magnetic Dry Erase Boards (8' X 4'). See conceptual image below.
- b. Frame, tray style and surface options TBD as selected by the district, once a vendor has been awarded the bid. **Should pricing differentials exist based on frame, tray or surface options, please include pricing lists with your submittal packet.**
- c. Product sheets and specifications for all options presented in the submittal packet, shall be included as part of the submittal packet.

Installation: Boards shall be installed by the district.

Conceptual Image:



Bid Form

Newmarket School District Magnetic Dry Erase Boards, 2022

Proposals must be received by **Friday, October 28, 2022 by 3pm**. No late bids shall be accepted. Sealed proposals should be submitted to Janna Mellon, Business Administrator at 186A South Main Street, Newmarket, NH. Email proposals shall be emailed to Janna Mellon at mellonj@newmarket.k12.nh.us. Please reference **Magnetic Dry Erase Boards, 2022** in your submittal.

- I accept that delivery is expected by **December 31, 2022**, unless an extension is agreed upon and pre-authorized in writing by the District.
- I acknowledge that this RFP must be returned in its entirety, including the Bid form and all attachments. Each page of the RFP must be initialed by the bidder, where indicated.
- I have read and reviewed the conceptual image and the specifications in Attachment A.
- I have attached product sheets and product specifications to my submittal.
- I propose to deliver items substantially similar to the attached conceptual image below and in accordance with the specifications listed, for guaranteed maximum price as shown below.
 - Any additional costs or fees shall not be charged without a properly authorized change order.
 - Final price shall be agreed upon by the execution of a signed sales order.
- Bid Proposals shall remain valid for thirty (30) days.

Bid Option 1:

Quantity	Delivery Location (see addresses above)	Manufacturer	Unit Price	Extended Price	Delivery Charges	Total
30	Newmarket Elementary School					
			Total Price			

Alternative Bid Proposal-(Optional, for use ONLY presenting more than one product option).

Quantity	Delivery Location (see addresses above)	Manufacturer	Unit Price	Extended Price	Delivery Charges	Total
30	Newmarket Elementary School					
			Total Price			

Bid Form

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Name of Company: _____

Address: _____

Email Address: _____ Telephone Number: _____

Any exclusions, qualifications, or comments:

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

Yes. No

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

Vendor Qualifications

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

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

2. Vendor's qualifications, years in business, experience in providing the level and type of product specified in the proposal.

3. List and/or samples of colors and finishes are attached to this bid form Yes No

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____ Date: _____

Bid Form

Newmarket School District Magnetic Dry Erase Boards, 2022



School Administrative Unit #31
Newmarket School District
186A Main Street, Newmarket, NH 03857
(603) 659-5020 Fax (603) 659-5022
www.newmarket.k12.nh.us



Todd Allen
Interim Superintendent of Schools

Patricia Wons
*Director of CIA &
Professional Learning*

Janna Mellon
Business Administrator

Erica MacNeil
Student Services

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions
 - (e) (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____ By _____

Name and Title of Authorized Representative

Signature of Authorized Representative

Bid Form

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INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.