REQUEST FOR PROPOSAL FOR:

PROJECT GBC15-04

Great Bay Community College

PURPOSE:
The purpose of this REQUEST FOR PROPOSAL is to establish a contract for Great Bay Community College for Prior Learning Assessment (PLA) program professional development, consultation & strategic implementation planning for academic programming developed with TAACCCT Grant funding. Scope of work to take place beginning in June 2015.

VENDOR CERTIFICATIONS
The vendor who is awarded the contract must comply with the terms of the CCSNH P-37 contract and of the TAACCCT grant. Prospective bidders are encouraged to ensure they are able to comply with all applicable regulations. Compliance regulations are indicated further down in the document under the header COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS.

A completed Alternate W-9 form (no fee) must be submitted with the contract.

CONTRACT TERM:
The term of any resulting contract shall end on or before September 30, 2015.

Great Bay Community College shall have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.

PAYMENT AND COMPENSATION:
Payment terms: 100% due within 30 days after satisfactory completion of work invoiced, receipt of the invoice, approval, and acceptance by Great Bay Community College. Partial payments are allowed.

SCOPE OF SERVICES:
Work within this request for proposal (RFP) shall include the following:

Provide education to a group of 12-15 staff & faculty on Prior Learning Assessment based on CAEL Standards.

Assist with design and development of a PLA program implementation plan for a consortium of seven colleges across the Community College System of NH which will support policy & procedure development and practice that can be normalized and consistent across all seven colleges.

Provide strategic planning, facilitation of meetings, follow-up and consultation, including one site visit.

Vendor should exhibit the following experience and expertise in their response:

- Familiarity and history utilizing CAEL’s ten standards for assessing learning
- Experience working with a consortium of colleges to develop a high quality PLA program that will have consistency in policy and procedure.
SITE VISITATION:
A walk through will not be necessary.

ADDITIONAL INFORMATION:

Great Bay Community College reserves the right to make a written request for additional information from a Contractor/Vendor to assist in understanding or clarifying a Bid Proposal. The responses are to be provided in writing.

All local, state and federal regulations are to be followed. Any fines assessed to Great Bay Community College due to the lack of these regulations being followed will be the responsibility of the successful bidder.

If applicable, vendor is responsible for calling Dig Safe System, Inc., a private locating service. A private locating service is needed as with the exception of natural gas, all utilities on a campus of Great Bay Community College are privately owned. Any fines, damages, etc. assessed to Great Bay Community College due to failure to obtain a Dig Safe permit and to have utilities located by a private company will be the responsibility of the successful bidder.

Shirts are required to be worn at all times on the work site, smoking is allowed only in designated smoking areas, no radios or headsets are allowed, food is available for purchase and parking for vehicles and equipment must be cleared through the Maintenance Department. Use of cell phones and radios are prohibited while vehicles are in motion. Posted speed limits are to be obeyed. Infractions of rules can result in the offender being asked to leave the campus.

The Contractor who is awarded the contract will need to complete a P-37 contract (sample available upon request) and provide the required Corporate Resolution (corporations/LLC) or Partnership Certificate of Authority or Sole Proprietor Certification of Authority, whichever applies, to show the individual signing the contract is authorized to do so.

Workers’ compensation requirements as outlined in the P37 (15) and as required by NH law must be followed, and includes, in part, providing proof by the Contractor of workers’ compensation insurance coverage for all of its employees on this site. The Contractor awarded the work is also to submit information as required under RSA 21-I:81 B. This law requires, among other things, the Contractor to provide timely information on employee and subcontractor identity, including all CFOs and principals on a log for this purpose, and for the College to potentially post this information on a publicly accessible website.

(Note: Any exemptions demonstrated by the Contractor can be noted in the contract at Exhibit C.)

After the Award of Bid, the Contractor shall submit a list of all employees, all subcontractor employees, and other related personnel who will be physically required to work at the college campus, providing the following information for each person:

Name
Employer’s Company Name

Great Bay Community College reserves the right to request a criminal background check on any employee of Contractor. Great Bay Community College also in its discretion may decide that anyone with a criminal history, other than traffic violations that have not been annulled, will not be allowed to work at the project site.

COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS

In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to the following:

i) The Contractor shall allow access by the grantee, the sub-grantee, the Federal agency, the Comptroller General of the United States, or any of the their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audits, examinations, excerpts, and transcripts.


iii) Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor Regulations 29 CFR part 3. Contractors and Sub recipients performing services in excess of $2,000 for construction or repair shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

iv) Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) and supplemented by Department of Labor regulations (29 CFR part 5). Contractors and Sub recipients performing services in excess of $2,000 for construction or repair, shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week.

v) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333 sections 102 and 107), as supplemented by the Department of Labor Regulations (29 CFR part 5). Construction contractors performing services in excess of $2,000 and other contractors performing services in excess of $2,500 shall be required to compute the wages of every mechanic or laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 and ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

vi) Clean Air Act (42 U.S.C 7401) and the Federal Water Pollution Control Act (33 U.S.C. 1251), as amended. Contractors and Sub Recipients performing services in excess of $100,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution control Act. Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

vii) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors who apply or bid for an award of $100,000 or more shall file a certification stating that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by this regulation. The contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

viii) Rights to Inventions Made Under a Contract or Agreement. For contracts involving the performance of experimental, developmental, or research work, the Contractor agrees to comply with 37 CFR part 401 and give rights to the CCSNH and the Federal Government for any resulting invention.

ix) Debarment and Suspension (E.O.s 12549 and 12689). For contracts equal to or greater than $25,000, contract awards shall not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR Part 180. CCSNH will be checking this system for the Contractor’s information, and if found, reserves the right to not award and/or rescind said contract.

x) The Contractor agrees to supply CCSNH with any necessary information as it relates to this contract for the purpose of any required federal reporting, either programmatic or financial.

xi) The Contractor agrees to the retention of all required records and documentation for three years after the College makes final payment and all other pending matters are closed.

**INSURANCE:**

Insurance will be more fully addressed at the time a P37 is submitted after the bidding process. The Contractor awarded the contract will need to furnish an insurance certificate which includes the following:

The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the State and the Great Bay Community College, the following insurance: Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per incident, and fire and extended coverage insurance covering all property subject to subparagraph 9.2 (P-37) of these general provisions, in an amount not less than 80% of the whole replacement value of the property.

This insurance is in addition to the workers’ compensation insurance requirements outlined above in this document.

The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire.
The certificates shall contain a clause prohibiting cancellations or modifications of the policy earlier than 10 days after written notice thereof has been received by the Great Bay Community College.

The certificates are required to name Great Bay Community College as additional insured.

**BOND/SECURITY AND POWER OF ATTORNEY:**

NH RSA 447:16 requires contracts for construction, repair or rebuilding of public buildings or other public works (not including design work) over $35,000 to include a payment bond or other security in an amount equal to 100% of the contract price. Other types of contracts may also have bond/security requirements for payment and/or performance. In such contracts, the bond and power of attorney of the person executing the bond must be included in the contract.

**ADDENDUM:**
In the event it becomes necessary to add to or revise any part of this RFP prior to the scheduled submittal date, Great Bay Community College will fax addenda to all who have already submitted bids and post any changes to its website [www.ccsnh.edu/open-bids](http://www.ccsnh.edu/open-bids). Before your submission, always check for any addenda or other materials that may have been issued which would affect the RFP by checking this website.

Any change, correction or deviation to this RFP must be addressed in a written addendum. Verbal changes will not be allowed.

**SUBMISSION OF RFP RESPONSE:**
Proposals are due on or before **June 9, 2015**. If any Addenda to the RFP are issued, please acknowledge in your proposal. **Your response must include the following:** Labor Total, Material Total and Project Total.

Proposals should be mailed to the Great Bay Community College, Attention JoEllen Space, 26 College Drive, Concord, NH 03301 or emailed to jspace@ccsnh.edu or hand carried to the above address. Great Bay Community College is not responsible for proposals not received due to equipment failure, mail delays, etc. If you want to ensure your proposal was received please verify by calling 603-344-6008.

**AWARD:**

Great Bay Community College reserves the right to accept or reject any or all of the proposals.

Great Bay Community College reserves the right to waive any and all informalities in its best interest.
EXHIBIT A

PROJECT: GBC15-04 Prior Learning Assessment
Great Bay Community College

PROPOSAL CONTACT AND COST FORM

Company Name: _____________________________________________________________

Address: __________________________________________________________________

Telephone Number: __________________________________________________________

Fax Number: __________________________________________________________________

All labor to complete the project: $ _____________________________________
(Include anticipated hours and rates)

All materials and equipment to complete the project:
(Include a listing of major components) $ _____________________________________

Project Total $ _____________________________________

Signature: __________________________________________________________________

Printed Name: __________________________________________________________________

Date: __________________________________________________________________

Acknowledging Inclusion of Addendum:

Signature: __________________________________________________________________

Printed Name: __________________________________________________________________

Date: __________________________________________________________________

This form must be signed by a person authorized to legally bind the applicant organization.