REQUEST FOR QUALIFICATIONS
For
DESIGN BUILD SERVICES
FOR
INTERIOR RENOVATIONS CONSTRUCTING CLASSROOMS, LABS AND OFFICES
AT GREAT BAY COMMUNITY COLLEGE AT ROCHESTER (LILAC MALL)
Project GB 12-03
AND
INTERIOR RENOVATIONS AT THE
GREAT BAY COMMUNITY COLLEGE, PORTSMOUTH
Project GB 13-01

August 24, 2012

PURPOSE:
Great Bay Community College at the colleges in Rochester and Portsmouth, is seeking a proposal from qualified, interested parties to provide Design Build Services for interior renovations constructing classrooms, labs and offices in Building 2 at the Lilac Mall, Rochester, and renovations at Portsmouth, NH. The successful applicant will provide the Great Bay Community College with design build services for both projects under the same contract.

These projects include:
1. Design and Construction for interior renovations constructing classrooms, labs and offices in Building 2 at the Lilac Mall for Great Bay Community College at Rochester.
   a. The project construction budget is estimated at $1,200,000. This project includes all design, permitting (including the building permit from Rochester) and construction costs, except the HVAC units will be designed by the Design Builder and furnished and installed by the owner.
   b. See plans attached
   c. Substantial completion for at least the office area is by Tuesday, January 15th, 2013, however more time may be requested by the Design Builder in the Request for Proposal. This project does not include equipment or furnishings.
   d. The successful bidder will provide all necessary architectural, mechanical, electrical, and structural design, as well as, all construction services.
   e. The finished project is to be fully code compliant and will require a certificate of occupancy from the City of Rochester and/or State Fire Marshal.
2. Design and Construction for interior renovations at Great Bay Community College at Portsmouth.
a. The project construction budget is estimated at $140,000. This project includes all design, permitting (including building permit from Portsmouth) and construction costs.
b. See plans attached titled “Facilities Improvements Phases 1 thru 9 by McHenry Architecture”
c. The Design Builder shall coordinate renovations with the college schedule.
d. Substantial completion is required by Tuesday, January 15th, 2013. This project does not include equipment or furnishings.
e. The successful bidder will provide all necessary architectural, mechanical, electrical, and structural design, as well as, all construction services.
f. The finished project is to be fully code compliant and will require a certificate of occupancy from the City of Portsmouth and/or State Fire Marshal.
DESIGN BUILDER QUALIFICATION FORM

THIS FORM IS TO BE SUBMITTED WITH THE PROPOSAL

Qualifications to perform the work: Design/Build Companies must have a minimum of three (3) years experience within the last five (5) years with design and construction of projects of similar scope and complexity within 50 miles of the project site.

NAME OF FIRM SUBMITTING PROPOSAL:

Proposal Instructions: Each response must include the following information:

1) Name, address, of the Design Build Firm.

2) Brief history and description of firm. *(Include area of expertise and list past pertinent projects)*

3) List of key personnel to be assigned to this project. *(Include recent, with time employed with firm)*

   a) Project Manager
   b) Field Superintendent
   c) Principal in Charge

4) List and qualifications of sub consultants to be used on the Project. *(Include resume with past projects, and those done with the firm)*

   a) Architect
   b) Mechanical designer
   c) Structural designer
   d) Electrical designer
   e) Specialty Designer

5) List and qualifications of major sub contractors to be used on the Project.

   a) Electrical Contractor
   b) Mechanical Contractor
   c) Misc metal

6) Provide detail of experience with the State Energy Code, including the newly enacted requirement to meet RSA compliance with USGBC Section 189.1

7) Related projects / areas of expertise / experience. Include descriptions of other projects of similar scope designed and built by this firm. Include reference contact information.

8) A brief description of the firm’s approach to project designing and implementation.

NAME OF REFERENCE PROJECT ____________________________

Location of Project ___________________________________________

Date work performed ___________________________________________

Description of Project _________________________________________

Approx Contract value _________________________________________

Name of Owner _______________________________________________

Address _____________________________________________________

Contact Information ___________________________________________

The selection committee will use the following score sheet and will select up to six (6) qualified firms to submit the Request for Proposal. The selected firms will be notified by Monday, September 10th, 2012.
Great Bay Community College

*Issues and Score Sheet*

This interview criteria list will be used by the Interviewers. To score the submission

<table>
<thead>
<tr>
<th>Category</th>
<th>Yes or No</th>
<th>Possible Points</th>
<th>Points Awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PREQUALIFICATION REQUIREMENTS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Experience in the local area with project of this dollar value</td>
<td>Y/N</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>Experience with local subcontractors that will be used on this project</td>
<td>Y/N</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Familiarity with local designers</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Quality of the management team</td>
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Quality will be the level of experience of both the management personnel of the design builder. This will include the Project Manager and Field supervisor.

A project requirement will be for the project manager to be a current employee of the design builder and to have been with the design builder for a minimum of three years. A similar requirement would be with the field foreman but with the tenure requirement to be one year.

<table>
<thead>
<tr>
<th>References included</th>
<th>Y/N</th>
<th>10</th>
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Proven ability to meet schedule on similarly complex projects.

**AWARD REQUIREMENTS**

**Key Personnel and Roles**

Key factors are experience, time with firm, and education.
Design Builder Firm

<table>
<thead>
<tr>
<th>Role</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager, with 3 years experience with firm</td>
<td>10</td>
</tr>
<tr>
<td>Field Superintendent - with 1 year experience with firm</td>
<td>10</td>
</tr>
</tbody>
</table>

Consultants

<table>
<thead>
<tr>
<th>Role</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architect</td>
<td>10</td>
</tr>
<tr>
<td>Mechanical Designer or Contractor</td>
<td>5</td>
</tr>
<tr>
<td>Electrical Designer</td>
<td>5</td>
</tr>
<tr>
<td>Structural Designer</td>
<td>n/a</td>
</tr>
<tr>
<td>Specialty Consultant, if any</td>
<td>n/a</td>
</tr>
</tbody>
</table>

**GRAND TOTAL**  100

*Notes:*
Note: All Request for Proposals (RFP’s) will become property of Great Bay Community College once submitted.

Proposal Inquiries: All inquiries concerning this request shall be made in writing to: Matthew Moore, Interim Director of Facilities, 26 College Drive, Concord, NH 03301; e-mail memoores@ccsnh.edu, phone (603) 219-0167.

Project information shall be posted to the website www.ccsnh.edu/bidding/ Great Bay Community College GB 12-03 Rochester Interior Renovations Constructing Classrooms, Labs and Offices and GB 13-01 Interior Renovations at the Great Bay Community College, Portsmouth.

SITE VISITS: Will be arranged for the qualified Design Builders for the Request for Proposal period. Do not contact the Lilac Mall for access or inquiries about the project.

Evaluation and Award of Contract:
The RFP process is a procedure allowing the Community College System of New Hampshire to award these contracts for Design Build Construction Services to the respondent whose qualifications and proposal best meet the interest of Great Bay Community College, with the lowest price not being the determining factor in the selection. Selection criteria for the Request for Proposal will follow in the Request for Proposal.

CONTRACT INFORMATION

FORM OF CONTRACT
The Contractor who is awarded the contract will need to complete an AIA A141 as amended by CCSNH, which will be provided in the Request for Proposal, 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.

INSURANCE:
COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE
INSURANCE REQUIRED OF CONTRACTORS

TYPES OF INSURANCE REQUIRED
For the purposes of this document the term Contractor shall include each and every contractor, subcontractor, and sub-subcontractor utilized by the General Contractor to complete the construction project.

General Liability Insurance
Commercial General Liability insurance covers claims for Bodily Injury and Property damage. CCSNH requires GL insurance when:
♦ A contractor will be working at a CCSNH location.
- The contractor has third parties on CCSNH’s premises who could be injured or cause injury to others.
- Their “completed work” (building; renovations; HVAC; etc.) may fail, causing bodily injury or property damage
- The contractor is likely to subcontract part of their work

**Automobile Liability Insurance**

A Business Auto Liability insurance is required when a Contractor and/or their employees and subcontractors will operate, maintain, load or unload vehicles as part of their contracted work on any campus. As such, any Contractor who drives onto CCSNH’s owned or leased property should be required to provide evidence of a Commercial Automobile Liability insurance.

**Umbrella/Excess Liability Insurance**

An Umbrella/Excess policy is required when CCSNH is requesting total per occurrence and aggregate limits of liability that are higher than those carried by the Contractor in their “primary” General Liability, Auto Liability or Employer’s Liability (WC) policies – which is always the case. Note: General Liability policies typically provide limits of $1,000,000 per occurrence and $2,000,000 aggregate. Automobile liability policies generally provide a $1,000,000 “combined single” (CSL) limit.

**Workers’ Compensation Insurance**

CCSNH should request evidence of Workers’ Compensation (including Employers Liability coverage) for EACH AND EVERY Contractor. Evidence of workers’ compensation insurance from subcontractors and sub-subcontractors is the responsibility of General Contractor.

**Property Insurance**

When a new building is being contracted or an existing building is being renovated, coverage for the building material and the structure itself is provided by CCSNH. However, the Contractor, all Subcontractors, and Sub-subcontractors should be aware that this “Builder’s Risk” coverage does not provide coverage for the Contractor’s business personal property – tools, equipment, etc. As such, they need to provide coverage for this exposure themselves.

**Pollution Liability Insurance**

Pollution legal liability insurance may be required if there is a chance that the Contractor may cause a first party or third party liability or property damage claim arising out of the “pollution” of any land, water or buildings by any type of “hazardous waste” material through their own actions or actions of another acting on their behalf.

**Professional/Errors & Omissions Liability Insurance**

Professional or E&O insurance is required of all Architects and Engineers who provide the design and engineering for buildings and other structures.

**LIMITS OF INSURANCE REQUIRED**

The following insurance requirements are to be used as a guide for CCSNH’s contracts with Contractors/Sub-Contractors. The insurance requirements and indemnification language that are ultimately incorporated into the contracts should be tailored to the operations and exposures with respect to the construction being performed in order to protect the interests of CCSNH and its Affiliated Entities.
**Commercial General Liability:** Contractor agrees to maintain in full force during the term of this contract and until the completion of this project Commercial General Liability insurance with the following minimum limits of liability:

- **$1,000,000 per occurrence** Limit for bodily injury/property damage
- **$1,000,000 per occurrence** Personal and advertising injury
- **$2,000,000 aggregate** Products/completed operations
- **$2,000,000 aggregate** Policy aggregate
- **$5,000 per person** Medical expense

*These limits shall be provided per project/per job.*

**Automobile Liability Insurance:** Contractor agrees to maintain in full force during the term of this contract and until the completion of this project Commercial Automobile Liability insurance for all owned, non-owned, and hired vehicles/trucks. The minimum limit of liability shall be $1,000,000 each accident, combined single limit for Bodily Injury and Property Damage.

**Workers’ Compensation Insurance:** Contractor agrees to maintain in full force and effect Workers’ Compensation insurance which provides statutory coverage for Workers’ Compensation claims and Employers’ Liability insurance subject to minimum limits of:

- **$500,000 each accident** Bodily injury by accident
- **$500,000 each employee** Bodily injury by disease
- **$500,000 policy limit** Bodily injury by disease

or the minimum limits required by Contractor’s Umbrella insurer.

**Umbrella Liability Insurance:** Contractor agrees to maintain in full force and affect Umbrella Liability insurance which provides excess following form coverage over the underlying Commercial General Liability, Automobile Liability, and Employers Liability policies previously described. The Umbrella/Excess policy will provide minimum limits of liability of $5,000,000 per occurrence and aggregate - and the aggregate limit should be provided on a “per project or job” or location basis.

**Professional Liability Insurance:** Architect/Engineer agrees to maintain in full force during the term of this contract and for a period of five years after the completion of this project, Architects and Engineers Professional Liability (Errors and Omissions) insurance subject to a minimum per occurrence and aggregate limit of $3,000,000. Note: The scope of coverage and limit provided by the policy shall encompass the Architect/Engineers obligations as defined in the project agreement.

**Personal Property Insurance:** Contractor is responsible for the purchase and maintenance of “property” insurance on a “replacement cost basis” to cover all of “property” (tools, equipment, materials, etc.) owned by the Contractor. *Note:* The contract should indicate that the property will “be the sole responsibility and risk of Contractor” and that “CCSNH shall not be liable for any loss, damage, or theft to such property.”

**Other Insurance:** CCSNH reserves the right to require the Contractor to maintain additional insurance coverage as deemed necessary by the nature of the contract and from time to time during the contract period.

**OTHER INSURANCE ISSUES AND REQUIREMENTS:**

*General Requirements*
Contractor is required to maintain, during the life of this contract with CCSNH, insurance that will adequately protect CCSNH and the Contractor against the exposures inherent to the contract and construction project. The insurance policies provided by Contractor must be underwritten by an insurance company that is financially sound and adequately rated ("A-" or higher) by one or more of the leading financial rating services including AM Best, Moody’s and/or Standard & Poor's. The insurance companies utilized by the Contractor must be licensed to do business in the State of New Hampshire. If such insurance is provided by “self-insurance” or a Captive insurance company, adequate financial data should be provided to assure CCSNH of the Contractor’s ability to fund all deductibles, retentions and claims that occur.

Additional Insureds: The required Commercial General Liability Automobile Liability and Excess/Umbrella Liability coverage shall name CCSNH, its affiliates, subsidiaries, trustees, officers, employees and agents as additional insureds.

Certificates of Insurance (COI)
CCSNH requires the Contractor furnish Certificates of Insurance (COI) for the required coverage and limits to CCSNH before commencing work and 30 days prior to each renewal date of the required insurance policies. Such certificates shall state that, in the event of cancellation, material change in coverage or non-renewal, the Contractor will notify CCSNH at least thirty (30) days in advance via formal, written documentation.

Cancellation/Non-Renewal
In the event that any of the insurance policies purchased by the Contractor to satisfy the requirements in the contract are cancelled by the insurer, non-renewed by the Contractor or are changed materially (coverage, limits, etc.), CCSNH must be notified at least 60 days in advance of such an event. If the Contractor does not provide such notice, CCSNH has the right to procure the specified insurance coverage and charge the premiums back to the Contractor.

Occurrence/Claims Made Forms
CCSNH prefers that all Liability policies purchased by the Contractor to satisfy the requirements in the contract are written on an "occurrence" basis. However, if any liability policy must be written on a "claims made" basis, the Contractor must maintain such insurance for a minimum of three years after the termination of the contract or provide “tail coverage” if the policy is cancelled or non-renewed with a retroactive date that precedes the inception of the contract - or “prior acts” coverage without any time limitation.

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**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.

**CONTRACTOR CERTIFICATIONS:**
The Design Build Contractor who is awarded the contract must either be duly registered as a vendor authorized to conduct business in the State of New Hampshire or if not will need to submit a completed Alternate W-9 form (no fee) with the contract and must be willing to
comply with all terms and conditions of the Community College System of New Hampshire.

**COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS - EQUAL EMPLOYMENT OPPORTUNITY**

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, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws. During the term of any contract, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. If the contract is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States shall issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of a proposed contract.

**ADDENDUM:**

In the event it becomes necessary to add to or revise any part of this request for proposal prior to the scheduled submittal date, the College will send addenda to its website [www.ccsnh.edu/bidding](http://www.ccsnh.edu/bidding). Before your submission, always check for any addenda or other materials that may have been issued which would affect the request for proposal by checking this website.

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

**SUBMISSION OF REQUEST FOR QUALIFICATIONS RESPONSES:**

The request for qualification response is due on September 6th, 2012 by 1:00 pm and only those qualified request for proposal response will be due by September 27th, 2012 by 2:00 pm. Your response must include all the materials requested in the request for qualification and request for proposal. Sealed Proposals should be mailed or hand carried to the bid box at the reception area at:

Great Bay Community College  
Attention: Joanne Berry, Chief Financial Officer, Great Bay Community College  
320 Corporate Drive, Portsmouth, NH 03801

The College is not responsible for proposals not received due to equipment failure, mail delays, etc. E-mail is NOT an acceptable form of submission. If you want to ensure your proposal was received please verify by calling Joanne Berry at (603) 427-7609.

The College reserves the right to waive any and all informalities in its best interest.