

141 Ledge Street  
Nashua, NH 03060  
603-966-1000 phone  
603-594-4350 fax

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Proposals must be submitted no later than 2:00 p.m. on Friday, September 19, 2022.

Proposals will be opened at the SAU 42 Central Office, 141 Ledge Street, Nashua, New Hampshire. The contents of all proposals will be open to inspection by interested parties, either at the time of opening or by appointment thereafter.

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Each proposal shall address the following:

1. Identification of principals of the firm.
2. Identification and qualifications of key personnel to be used,
3. Specific experience on projects of similar program and scope.
4. Example of previous work provided to the public in other districts.
5. List of other school districts where similar work was completed.
6. Detailed scope of work.

Following the submission of proposals and completion of presentations and references, the District will consider all available information and select one firm with whom it will make a good faith effort to negotiate a contract. In the event such an agreement cannot be reached to the satisfaction of the district, it reserves the right to terminate negotiations with no obligation to the selected firm, and to enter into an agreement with any other party of its choosing.

9. Questions related to his RFP or the selection process shall be directed to:

Daniel Donovan  
141 Ledge Street  
Nashua, NH 03060  
(603) 966-1000 phone

[donovand@nashua.edu](mailto:donovand@nashua.edu)

10. Proposals, two (2) copies, plus a digital copy on a USB Flash Drive, shall be delivered

11. Enclosed are the following preliminary documents:

Appendix A, "List of General Terms and Conditions"

## **APPENDIX A**

### **General Terms and Conditions**

Any exceptions to these general terms and conditions stated elsewhere in this Request for Qualifications/Proposals shall prevail.

#### ***I. Specifications***

References to brand names or model numbers are intended only to establish a minimum standard of quality. Unless otherwise stated, such references shall not restrict submissions which include other brand names or model numbers.

Any inability to comply with the conditions or specifications outlined in the Request for Qualifications/ Proposals must be clearly stated.

Firms who find discrepancies in the specifications or are in doubt with regard to any part of a specification shall immediately notify the District. If it is deemed necessary, an addendum will be issued to all firms by mail, fax or email. The District will not be responsible for any oral instructions.

The City of Nashua 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 so indicate in a cover sheet by item number and description.

#### ***II. Charges***

No charges will be allowed for federal, state, or municipal sales and excise taxes, as the

All charges are to be firm net prices, and are to be F.O.B. destination, including charges for delivery and placement.

***III. Terms and Conditions of Bid***

The Nashua School District reserves the right to waive all formalities and reject any and all proposals when it is in the best interest of the District to do so.

To be eligible for an award, a proposer must be deemed "responsible". A responsible bidder 1) has the ability, capacity and skill to provide the goods or services required; 2) can provide the goods

All goods or services furnished must comply with all applicable federal, state, and local laws, codes and regulations.

Material Safety Data Sheets are required for all products containing one or more toxic substances in accordance with the New Hampshire "Worker's Right to Know Act" (Chapter 277-a). Award of the bid to the successful bidder is contingent on the bidder supplying 20 copies of the Material Safety Data Sheets to allow for postings at all potential District locations.

#### ***VI. Independent Contractor***

The parties agree that **Contractor** shall have the status of and shall perform all work under this contract as an independent contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City and all work under

the bidder, the District may reject the goods or services. In such an event, the bidder shall be instructed to remove any goods or cease providing services at no cost to the District, and replace them with goods or services conforming to the specifications and samples.

Should the bidder default in the performance of the foregoing paragraph, the District reserves the right to purchase the goods or services from other sources, and to hold the



