

NEWMARKET SCHOOL DISTRICT REQUEST FOR PROPOSAL

Schedule A: Equipment Service Schedule and Tasking
HVAC Preventative Maintenance and On-Call HVAC Services RFP
FY 2025-2027

2. OPTIONAL SITE VISIT: An optional site visit shall be held on **Thursday, February 29, 2024 at 10:00 am**, starting at Newmarket JR/SR High School. In the event of questionable weather conditions, please contact David Reilly at 603-770-0193 to confirm. *Should a bidder choose not to attend the site visit, in submitting a bid for this RFP, the bidder certifies that they have received, or gathered independently, information that is adequate to properly prepare and submit a bid for this RFP.*
3. FINAL BID PRICE: If the bidder has any special payment or delivery clauses which could affect the final delivery price of an item or service for bid, that too shall be made part of the bid. If, however, this is not included in the bid, the bidder will be solely responsible for any increased prices due to any circumstances.
4. NON-TRANSFERRING OF AWARD: No bidder will be allowed to assign the contract.
5. LATE PROPOSAL/BIDS: SEALED PAPER BIDS or emailed bids will be accepted. **No late bids will be accepted after 3:00 pm March 8, 2024** . Any bids received after the specified date and time will not be considered, nor will late bids be opened.

For all emailed bids: Please submit emailed bid packets to Janna Mellon at mellonj@newmarket.k12.nh.us. **NOTE: It is the responsibility of the bidder to confirm receipt of an emailed bid.** To ensure that a bid submitted via email is received prior to the deadline for submittals and avoid any potential issues with email filtering, please contact Janna Mellon, Business Administrator, **prior to March 8, 2024, 3:00 pm** via phone at 603-292-7984 or via email at mellonj@newmarket.k12.nh.us.

6. PAYMENT TERMS: SAU 31-Newmarket School District will pay the selected Contractor within thirty (30) days following receipt of invoices.
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 WITHDRAWAL OF BIDS/PROPOSALS: Proposals may be withdrawn prior to the opening date and time upon written request of the Bidder.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. 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.
10. CONTRACT REQUIREMENTS:
 - (a) The selection of the Contractor is conditioned upon the Contractor executing an agreement acceptable to the District. In the event the District cannot reach an agreement with the apparently selected Contractor to the District's satisfaction, the District reserves the right to terminate negotiations with no obligation to the apparently selected Contractor and to enter into any agreement with any other party of the District's choosing.
 - (b) The District may at any time terminate the services and/or contract with the Contractor for the District's convenience and without cause. In the case of such termination for the District's convenience, the Contractor shall be entitled to receive payment from the District limited to actual documented expenses of the Contractor

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as of the termination date as its sole remedy. In no event will the District be responsible for lost profits, compensatory or other consequential damages.

- (c) To the fullest extent permitted by law, Contractor shall indemnify and hold harmless SAU 31-Newmarket School District, and the District's officials, agents, employees, and volunteers or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys fees arising out of or resulting from performance of the work provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property caused by the negligent and intentional acts or omissions of Contractor, a subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part or by a party indemnified hereunder. The indemnification provision shall survive termination or expiration of this agreement.
- (d) The guaranteed maximum price shall not be exceeded under any circumstances unless the District gives prior written approval to the work and the additional cost of the work prior to the work being undertaken that would form the basis of Contractor's claim to an additional amount over the guaranteed maximum price.
- (e) Changes in the scope of the work shall be accomplished only by mutual agreement and shall be fully executed as an addendum to the original agreement. Accordingly, no course of conduct or dealings between the parties, nor any expressed or implied acceptance of alterations to the original scope of work and no claim that the District has been unjustly enriched by any alterations or additions to the work whether or not there is, in fact, any unjust enrichment to the work shall be the basis of the claim to an increase in the amounts due.
- (f) A written and fully-executed agreement between the District and the Contractor is required prior to beginning work for the District.

11. NON-APPROPRIATION CLAUSE: Multi-year contracts entered as a result of this RFP require a non-appropriation clause.
12. INSURANCE: The selected Contractor awarded the bid will be required to submit a certificate of insurance and policy endorsements naming the SAU 31-Newmarket School District as additional insured. Said certificate of insurance must have a minimum liability limit of \$1,000,000.00 for Comprehensive General Liability Combined Single Limit and workers' compensation coverage in accordance with NH State law. The Contractor shall procure and maintain for the duration of this project Workmen's Compensation Insurance as required by State Law for all employees that are engaging in any work at the project site, whether directly employed or subcontracting associates. The Contractor shall provide builders risk insurance. Upon award of the bid, Contractor will furnish a current Certificate of Insurance to the SAU Business Office no later than 5 business days of receiving notification of bid award, and **prior to the commencement of any work being performed**. The Newmarket School District shall be named an Additional Insured on the Certificate of Insurance and policy endorsements.
13. All quotations must be signed by an authorized representative of the Contractor.
14. Should a Contractor find discrepancies in or omissions from the specifications, or should he/she be in doubt as to their meaning, the Contractor shall at once notify the DISTRICT, who will send written instructions to all Contractors. The District will not be responsible for any oral instructions or addendums.
15. Proposals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to meet the requirements of the RFP.
16. All work in the District must meet the requirements of all applicable town, local and state codes, laws and ordinances, permits, in addition to any technical societies referenced herein. Contractor shall obtain all required permits and provide copies of the permits to the District if needed.

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17. All questions during the bidding period should be directed to David Reilly, Facilities Director. Questions should be submitted by email and will be shared with all potential bidders. Email: reillyd@newmarket.k12.nh.us. Please copy Janna Mellon, Business Administrator at mellonj@newmarket.k12.nh.us. Last opportunity to submit questions shall be Monday, March 4, 2024 by 3pm.
18. Proposal due date is Friday, March 8, 2024 by 3pm. Proposals should be submitted to Janna Mellon, Business Administrator at 186A South Main Street, Newmarket, NH or via email to mellonj@newmarket.k12.nh.us. Please reference **HVAC Preventative Maintenance and On-Call HVAC Services RFP, 2024-2027** on the sealed bid envelope, or if submitted via email, please see additional requirements outlined in bullet point #4 above.
19. The District's decision with regard to the selection of the Contractor shall be considered final.
20. 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.

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1. **Heating Systems / Power Burners / Light Oil:** Full inspection annually, with mid-season inspection

Start-up inspection

- Service burner and fuel systems.
- Brush, clean, and vacuum all chamber, flues, and areas of combustion.
- Inspect ignition wiring and tighten connections.
- Check gas valve, oil pre-heater, and fuel oil pump.
- Lubricate per OEM recommendations.
- Verify operation of all safety controls.
- Perform operating inspection.
- Perform combustion testing and make necessary adjustments.
- Test loop water for acidity or aggressiveness.
- Clean or replace filter in loop water testing location.

2. **Unit Ventilators:** Full inspection annually, with mid-season inspection

A. Operating Inspection (mid-season) - Heating

- Inspect overall condition.
- Confirm heating coil operation.
- Lubricate per OEM recommendations.
- Calibrate safety and operating controls.

B. Seasonal Inspection (pre-season) - Heating

- Inspect overall condition.
- Service heating coil as necessary
- Calibrate safety and operating controls.
- Check starter contacts electrical connections.
- Lubricate per OEM recommendations.

3. **Built Up Units:** Full annually, with mid-season inspection.

A. Operating Inspection (mid-season) - Heating

- Confirm fan operation.
- Record motor amps and voltage
- Inspect overall condition.
- Check bearing temperature.
- Check belt tension and condition.
- Lubricate per OEM recommendations.

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B. Seasonal Inspection (pre-season) - Heating

- Confirm fan operation.
- Record motor amps and voltage.
- Inspect overall condition.
- Check starter contacts and electrical connections.
- Replace belts and check sheaves.
- Lubricate per OEM recommendations.

Exhaust Fans: Inspect two (2) times annually.

- Operating Inspection.
- Confirm fan operation.
- Record motor amps and voltage.
- Inspect overall condition.
- Check bearing temperature.
- Check belt tension and condition replace where necessary.
- Lubricate per OEM recommendations.

AHU's / DX / ERV heating or cooling Units

(Note: Proposal costs submitted shall not include costs of filter changes. Filters will be changed by district staff, in accordance with manufacturers' specifications.)

A. Operating Inspection (mid-season)

- Confirm compressor operation.
- Inspect overall condition.
- Leak check entire system.
- Check refrigerant charge.
- Check lubrication system.
- Clean evaporator and condenser coils (non-chemical)

B. Seasonal Inspection (pre-season)

- Confirm compressor operation.
- Inspect overall condition.
- Leak check entire system.
- Check starter contacts and electrical connections.
- Calibrate safety and operating controls.
- Chemical clean evaporator and condenser coil once annual.
- Brush. clean, vacuum, and clean systems for proper operation.
- Condensate drain cleaning.
- Condensate pan treatment.

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Package / RTUs - HEAT and AC units

A. Operating Inspection (mid-season) - Cooling

- Inspect overall condition.
- Confirm DX system operation.
- Check refrigerant charge.
- Check belt tension and condition replace where necessary.
- Lubricate per OEM recommendations.
- Condensate drain cleaning.
- Condensate pan treatment.

B. Seasonal Inspection (pre-season) - Cooling

- Inspect overall condition.
- Service DX system as necessary.
- Calibrate safety and operating controls.
- Check starter contacts and electrical connections.
- Replace belts and check sheaves, replace where necessary.
- Lubricate per OEM instructions.

Computer Room Units

A. Operating Inspection (mid-season) - Cooling

- Inspect overall condition.
- Confirm DX system or chilled water coil operation.
- Check condition of filter media.
- Check belt tension and condition.
- Lubricate per OEM recommendations.

B. Seasonal Inspection (pre-season)
Cooling

- Service DX system or chilled water coil as necessary.
- Service dehumidifier and reheat coil as necessary.
- Calibrate safety and operating controls.
- Check starter contacts and electrical connections.
- Replace belts and check sheaves.
- Lubricate per OEM recommendations.

Proposals shall include costs materials necessary for PM services and mid-season inspections.

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These items shall be included in base costs. Upon completion of any air handling equipment preventive maintenance the units shall be sanitized as a part of the preventive maintenance process. The method of sanitization shall be at the contractor's discretion, but method shall be submitted to the owner upon request. Should a filter change become necessary as part of a repair or maintenance service call, air replaced filters shall be based on a MERV 13 or better, pleated filters. No fiberglass disposable filters shall be used. All Equipment shall be maintained to manufacturers specifications. All outside air dampers, fixed or automated, shall be checked at the time of PM and mid-season to ensure proper operation. Any deficiencies in equipment or system operation shall be detailed to the District's representative along with a cost estimate (or quote) to correct any of the deficiencies found.

This Agreement shall allow up to \$700.00 per visit in necessary repairs without prior authorization, any repairs above this threshold shall be immediately communicated with the District's Representative. Any equipment deemed unsafe shall be locked out from use and the District's representative shall be notified immediately.

It is understood that all equipment maintained shall be kept in proper operating condition, adjusted and operated to the highest standards, and serviced to maintain healthy environments within our facilities.

The Contractor is required to provide Newmarket School District with accurate record keeping for all testing conducted during the preventative maintenance service and mid-season inspections. This shall include but not be limited to the following:

- Motor voltages
- Motor amperes
- Compressor voltages
- Compressor amperes
- Discharge air temperatures
- Return air temperatures
- Combustion efficiencies
- Air filter conditions found
- Belt condition
- Condensate drains/pans condition
- Other items as deemed necessary for proper operation and maintenance per manufacturer's specifications.

An existing equipment list is attached as **Schedule B** for reference as the basis for the proposal structure, all contractors are responsible for conducting any site visitation necessary to provide a complete and accurate proposal. Site visit appointments can be arranged by contacting David Reilly, Facilities Director at reillyd@newmarket.k12.nh.us or by phone at 603-770-0193. The schools have just completed a major renovation with many new systems in place. The school has not created a preventative maintenance materials list; this would be the responsibility of the contractor.

Schedule B: Equipment List

HVAC Preventative Maintenance and On-Call HVAC Services RFP, FY 2025-2027

Location	Type	Model
JR/SR	10 Cabinet Heaters	-
JR/SR	Viessmann Boiler (Vitocrossal 200) B1	CM2-500
JR/SR	Viessmann Boiler (Vitocrossal 200) B2	CM2-501
JR/SR	Viessmann Boiler (Vitocrossal 200) B3	CM2-502
JR/SR	Bell & Gossett Pump	00718ET3E213JM-S
JR/SR	Bell & Gossett Pump	00718ET3E213JM-SG
JR/SR	Bell & Gossett Pump	00518ET3E184JM-SG
JR/SR	Bell & Gossett Pump	00518ET3E184JM-SG
JR/SR	Bell & Gossett Pump	NRF-451034041L81
JR/SR	HTP Hot Water Heater DWH1	SSU-119
JR/SR	HTP Hot Water Heater DWH2	SSU-119
JR/SR	HTP Hot Water Heater DWH3	SSU-119
JR/SR	HTP Hot Water Heater DWH4	PH199-119
JR/SR	Mezzanine Gym AHU1,2 Trane	
JR/SR	EF-6 GreenHeck	1ZCSW-X-10-CW-TH-0-A5
JR/SR	ERU-4 Aura Green	D13R FSE ESHVVH4BBBELS
JR/SR	Klim AH EF-1 GreenHeck	12CSW-X-10CWTH 0A5
JR/SR	ERU-5 Aura Green	D11R FSE ESHVVH4BBLSN
JR/SR	Green Heck	CUE-080-VS-X
JR/SR	ERU-6 Aura Green	D09R FSE ESHVVH4BBLSN
JR/SR	RTU-3 Johnson Controls	J07ZJN18G4D6HCDZE2
JR/SR	DAG-5 Daikin	RK36NMVJU
JR/SR	DAG-4 Daikin	RK30NMVJU
JR/SR	ERU-7 Aura Green	D10R-FSE ESHVVH4BBBLSN
JR/SR	ERU-8 Aura Green	D08R-FSE ESHVVH4BBBLSN
JR/SR	EF-8 Green Heck	CUE-080-VG-X
JR/SR	ERU-1 Aura Green	D07R-FSESHVVH4BBBLSN
JR/SR	DEF-1 Captive Aire	DU30HFA
JR/SR	Daikin	RK35NMVJU
JR/SR	RTU-2 Johnson Controls	J12ZJN24G4D6HCDZE1
JR/SR	ERU-7 Aura Green	D04R-FSEESHVVH4BBBELS
JR/SR	ERU-7 Aura Green	D03R-FSEASHBBH1BBBELS
JR/SR	RTU-1 York Solution XT	XT0-060X084
JR/SR Annex	Rheem Air	RAKB-024JAZ
JR/SR Annex	Becket Oil Fired Furnace	RLUF80B112/125D20-3A

Location	Type	Model
Elementary	4 Cabinet Heaters	
Elementary	Mezzanine AHU 1,2 Trane	
Elementary	AH Music Mezz Trane XL14 Heat Controller	AUB1324-013
Elementary	CU-4 Mitsubishi	PUY-A18NKA7
Elementary	ERU-4A Renew Aire	HE4XRT

Schedule B: Equipment List

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Elementary	ERU-3A Renew Aire	HE6XRT
Elementary	ERU-2 Renew Aire	HE1XINH
Elementary	ERU-1 Renew Aire	HE1XINH
Elementary	CU-3 Mitsubishi	PUZ-HA30NHAS
Elementary	Trane XR	4TTR4048L1000AA
Elementary	Mitsubishi	PUZ A12NKA7
Elementary	CU-2 Mitsubishi	MXZ-8C48NAHZ
Elementary	CU-1 Mitsubishi	PUZ-A12NKA7
Elementary	ERU-5A Renew Aire	HE6XRT
Elementary	RTU-1 Trane	CSAA0174BL00
Elementary	MAU-1 Kitchen MakeupAir Captive Aire	A2-D250 20D
Elementary	Viessmann Hot Water Heater DWH3	EVIA 450
Elementary	Viessmann Hot Water Heater DWH2	EVIA 450
Elementary	HTP Hot Water Heater DWH1	PH199-119
Elementary	Cleaver Brooks Boiler B1	CFC-E
Elementary	Cleaver Brooks Boiler B2	CFC-E
Elementary	Armstrong Pump P1	DE43801VS 0310 00500
Elementary	Armstrong Pump P2	DE43801VS 0310 00500

Bid Form

HVAC Preventative Maintenance & On-Call HVAC Services, FY 2024-2027

Proposal due date is **Friday, March 8, 2024 by 3pm**. Sealed proposals should be submitted to Janna Mellon, Business Administrator at 186A South Main Street, Newmarket, NH or emailed in accordance with RFP requirements to mellonj@newmarket.k12.nh.us. Please reference **HVAC Preventative Maintenance and On-Call HVAC Services RFP, FY 2024-2027**.

General:

- a. All maintenance performed, and any new or replacement plumbing parts installed shall be installed per manufacturer's specifications.
- b. All equipment shall be maintained in accordance with the Equipment Service schedule outlined in Schedule A.
- c. A listing of equipment to be serviced is provided in Schedule B.
- d. Proposal shall include all labor rates and mark-up of materials as requested in the attached proposal sheet.
- e. It is expected that requests for repair services shall occur within one (1) business day of the initial request, unless a different timeline is approved by the Facilities Director, in advance of the service call.
- f. Proposal shall include on-call service 24/7 as needed to meet the service needs for School facilities for HVAC service and repairs.
- g. Two optional one-year (1-year) extensions may be exercised at the conclusion of the original three-year agreement term, provided that both parties agree to the extension(s). In the event of an extension to the original agreement, rates shall be renegotiated in the form of a fully-executed annual contract addendum, with all other terms and conditions remaining the same as outlined in the original agreement.
- h. **Bid Proposals shall remain valid for thirty (30) days.**

I acknowledge that this RFP must be returned in its entirety, including the Bid form. **Each page of the RFP, Appendices, Schedules and must be initialed by the bidder, where indicated.**

Service/Cost Item	Year 1 (2024- 2025)	Year 2 (2025- 2026)	Year 3 (2026- 2027)
Annual Preventative Maintenance Costs- Elementary School			
Annual Preventative Maintenance Costs-Junior Senior High School			
Annual Preventative Maintenance Costs- JSHS Annex			
Materials Mark-up Percentage (%)			
On-Call Technician: On-Call Hourly Service Rate (Regular)			
On-Call Technician: On-Call Overtime Hourly Service Rate (outside of regular business hours M-F, 7:00am – 4:00 pm)			
On-Call Technician: Holiday Hourly Service Rate			
On-Call Helper: On-Call Hourly Service Rate (Regular)			
On-Call Helper: On-Call Overtime Hourly Service Rate (outside of regular business hours M-F, 7:00 am – 4:00 pm)			
On-Call Helper: Holiday Hourly Service Rate			

Bid Form
HVAC Preventative Maintenance & On-Call HVAC Services, FY 2024-2027

Name of Company: _____

Address: _____

Email Address: _____

Telephone Number: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

Date: _____

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.

Does ownership or stockholders, if applicable, have relatives currently employed by the Newmarket School District?

☐ Yes. ☐ No

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. List of three (3) references including names, addresses, phone numbers and contact persons, of clients for whom you have performed similar services in this proposal.

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

3. Contractor's qualifications, years in business, experience in providing the level and type of service specified in the proposal.
