

**Refrigeration Equipment Preventative Maintenance Services, FY 2023-2025
Attachment A - Additional Information**

***NEWMARKET SCHOOL DISTRICT
REQUEST FOR PROPOSAL***

Refrigeration Equipment Preventative Maintenance Services, FY 2023 -2025

DEADLINE FOR RECEIPT OF PROPOSALS: June 8, 2022 3:00 PM

**LOCATION OF NES: Newmarket School District
School Administrative Unit # 31
243 Main Street
Newmarket, NH 03857**

**PROPOSAL SUBMITTAL ADDRESS: Newmarket School District
School Administrative Unit # 31
Attn: Janna Mellon, Business Administrator
186A Main Street
Newmarket, NH 03857**

School Administrative Unit #31- Newmarket School District ("District") is issuing this request for proposals ("RFP"), for the purpose of obtaining Proposals from qualified Contractors ("Contractors") for Refrigeration Equipment Preventative Maintenance and On-Call Services for refrigeration equipment. A specific list of equipment is included below. **The term of the agreement shall be for a three-year (3 year) period: July 1, 2022 - June 30, 2025.**

TERMS AND CONDITIONS:

1. **BID ACCEPTANCE:** The Newmarket School District reserves the right to accept or reject any and all bids or proposals received or any parts thereof for any reason whatsoever, to waive any informalities in any bid or proposal or in any provision in the request for bids or proposals, to negotiate with any or all proposers, to require a modification of the RFP at any time, and to select the proposer whom, the District, in its sole discretion determines is in the best interests of the District even though the proposer may not submit the lowest bid or proposal. Under no circumstances will the District be responsible for the cost of preparing any bid or proposal.
2. **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.
3. **NON-TRANSFERRING OF AWARD:** No bidder will be allowed to assign the contract.
4. **LATE PROPOSAL/BIDS:** SEALED PAPER BIDS or emailed bids will be accepted. ***No late bids will be accepted after 3:00 pm June 8, 2022.*** Any bids received after the specified date and time will not be considered, nor will late bids be opened.

Refrigeration Equipment Preventative Maintenance Services, FY 2023-2025

Attachment A - Additional Information

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 June 8, 2022, 3:00 pm** via phone at 603-292-7984 or via email at mellonj@newmarket.k12.nh.us.

5. **PAYMENT TERMS:** SAU 31-Newmarket School District will pay the selected Contractor within thirty (30) days following receipt of invoices.
6. **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.
7. **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.
8. **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.
9. **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 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.

Refrigeration Equipment Preventative Maintenance Services, FY 2023-2025

Attachment A - Additional Information

(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.

10. **NON-APPROPRIATION CLAUSE:** Multi-year contracts entered as a result of this RFP require a non-appropriation clause.
11. **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.
12. All quotations must be signed by an authorized representative of the Contractor.
13. 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.
14. Proposals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to meet the requirements of the RFP.
15. 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.
16. 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, June 6, 2022 by 3pm.
17. Proposal due date is Wednesday, June 8, 2022 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 **Refrigeration Equipment Preventative Maintenance Services, 2023** on the sealed bid envelope, or if submitted via email, please see additional requirements outlined in bullet point #4 above.
18. The District's decision with regard to the selection of the Contractor shall be considered final.
19. 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.
20. **PAYMENT AND PERFORMANCE BONDS:** The Newmarket School District requires Payment and Performance Bonds for projects that are over \$125,000.00 be supplied to the SAU Business Office, prior to commencing work.

Refrigeration Equipment Preventative Maintenance Services, FY 2023-2025

Attachment A - Additional Information

Additional Information (see also Equipment List in Attachment B):

General:

- a. All maintenance performed and any replacement parts installed shall be installed per manufacturer's specifications.
- b. All materials and parts shall be provided in accordance with the products specified in RFP, unless a change is agreed upon in writing by the District. Proposal shall include all labor, materials, disposal, and expertise to provide for complete Preventive Maintenance services to the equipment listed within this request.
- c. 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.

Preventive Services scope and general services requirements:

1. Review manufacturer's instructions.
2. De-energize, lock out, and tag electrical circuits
3. Comply with the latest provisions of the Clean Air Act and Environmental Protection Agency (EPA) regulations as they apply to protection of stratospheric ozone.
4. No intentional venting of refrigerants is permitted. During the servicing, maintenance, and repair of refrigeration equipment, the refrigerant must be recovered.
5. Whenever refrigerant is added or removed from equipment, record the quantities on the appropriate forms.
6. Recover, recycle, or reclaim the refrigerant as appropriate. Any disposal costs shall be included in the price of the bid.
7. If disposal of the equipment item is required, follow regulations concerning removal of refrigerants and disposal of the equipment.
8. If materials containing refrigerants are discarded, comply with EPA regulations as applicable.
9. Refrigerant oils to be removed for disposal must be analyzed for hazardous waste and handled accordingly.
10. Closely follow all safety procedures described in the Material Safety Data Sheet (MSDS) for the refrigerant and all labels on refrigerant containers. Operating Inspection Thoroughly inspect exterior of the unit.
11. Inspect the coils for cleanliness, brush if necessary.
12. Visibly inspect for refrigerant or oil leaks.
13. Lubricate fan, and motor bearings as required.
14. Check belt tension and alignment.
15. Check entering and leaving discharge air on condenser.
16. Check liquid line for sub-cooling.
17. Check unit for excessive noise or vibration.
18. Remove debris from air screen and clean underneath unit.
19. Pressure-wash coil with coil cleaning solution.
20. Straighten fin tubes.
21. Check electrical connections for tightness.
22. Check mounting for tightness.
23. Check fan blades and belts. Clean fan blades as necessary.
24. Check wires at condenser electrical fused safety switches for tightness and burned insulation. Repair as necessary.
25. Ice Machine well, curtains, and sump shall be cleaned and free any buildup scale, "slime", and debris
26. Ice Machine evaporator coils shall be cleaned using a nickel safe cleaner
27. Any necessary repairs to ensure proper function of the listed equipment shall be provided in a timely manner to the school Facility Department and/or the Food Service Department. Any safety issues shall be brought to the immediate attention to the Facility or Food Service Department and made safe until necessary repairs can be performed.

Refrigeration Equipment Preventative Maintenance Services, FY 2023-2025

Attachment A - Additional Information

Frequency of service:

All evaporator and condenser coils shall be cleaned of buildup once before the start of the school year in August and again half-way through the school year in January or February. All general cleaning of equipment shall be performed twice a year at the same intervals as coil cleanings. Visual inspection shall occur for the equipment's general health and operation as part of each bi-annual service. All equipment shall have temperature reading taken at the time of preventive maintenance service and at all service calls to ensure the equipment is running at proper levels as required.

Service Tickets/Reports:

Service tickets or service reports shall be submitted after each service event. Tickets/Reports shall include at a minimum, the following information:

- Listing of equipment serviced
- Temperature readings for each piece of equipment at time of service
- Description of service performed
- List of parts replaced, if any

Refrigeration Equipment Preventative Maintenance Services, FY 2023-2025 Attachment B – Equipment List

Please note that the milk coolers and ice cream freezer are not the property of Newmarket School District and have not been included within the scope of this RFP.

Equipment:

School	Description	Manufacturer	Model #	Serial #
NJSHS	Open Merchandiser	Structural Concept	CO5324R-FS	1427698 AW345078
NJSHS	Cold Food Counter	Atlas Metal Industries	BLU-6-MOD	18115625A
NJSHS	Reach-in Refrig.	Turbo Air	TDM-22RVB-N6	H6GR22BDX013
NJSHS	Ice Cuber w/bin	Hoshizaki America Inc	KM-260BAH	
NJSHS	Reach-in Refrig.	Turbo Air	M3R19-1-N	H2M3R1LD8346
NJSHS	Reach-in Cooler	Imbera Beyond Cooling	VR12	636131204850
NJSHS	Walk-in Cooler	Bally	3677.5-3-A-L-W	DX1808384-1
NJSHS	Walk-in Freezer	Bally	3677.5-3-A-P-W	DX1808384-2
NJSHS	Reach-in Cooler	ATOSA	MBF8005	MBF8005150731C401
NJSHS	Water Cooler	TRUE	GDM-33C	11875880
NJSHS	Salad Bar	Atlas Metal	BCC-5-RM	18115634A
NES	Cold Food Counter	Atlas Metal Industries	BLC-4-RM	18115633A
NES	Reach-in Refrig.	Turbo Air	M3R47-4-N	H2M3R4HDZ002
NES	Reach-in Refrig.	Turbo Air	M3R24-1-N	H2M3R2LDX114
NES	Refrigerated Merch.	Turbo Air	TGM-22RVB-N6	H6GR22BE1043
NES	Ice Cuber	Hoshizaki America Inc	KM-260BAH	
NES	Open Merchandiser	Master Bilt	H0AM72	1806277604
NES	Walk-in Freezer	Bally	3678-4-W	1901046-01
NES	Walk-in Refrig.	Bally	3677.5-3-A-L-W	DX1808885-01
NES	Reach-in Refrig.	True	GDM-12-HC-LD	9168620

Bid Form

Refrigeration Equipment Preventative Maintenance Services, FY 2023-2025

Proposal due date **is Wednesday, June 8, 2022 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 **Refrigeration Equipment Preventative Maintenance Services, FY 2023-2025**.

- 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 both Attachment A (Additional Information) and Attachment B (Equipment List)
- I propose to perform the work described in Attachment A- Additional Information
- Any additional / unforeseen work will not be performed without a properly authorized change order.

Bid Proposals shall remain valid for thirty (30) days.

Service	Year 1 (2022-2023)	Year 2 (2023-2024)	Year 3 (2024-2025)	Total Cost
Total Annual Rate for Bi-Annual Maintenance and Service as outlined above. Shall be inclusive of parts, labor, materials and trip charges.				
On-Call Hourly Service Rate (Regular)				
On-Call Overtime Hourly Service Rate (outside of regular business hours M-F)				
On-Call Trip Charge				

Name of Company: _____

Address: _____

Email Address: _____

Telephone Number: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

Date: _____

Any exclusions, qualifications, or comments:

Bid Form

Refrigeration Equipment Preventative Maintenance Services, FY 2023-2025

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. 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.

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.
