

# HVAC Improvements - Request for Proposals

## ESSR III Funding

### Inter-Lakes School District

#### Meredith, NH

Inter-Lakes School District is seeking proposals for Design/Build HVAC improvements and upgrades from qualified contractors with previous K-12 educational facilities experience, who can meet the project requirements, along with the following specifications provided in this request for proposal. The scope of the project is to provide full design/build implementation of HVAC improvements and upgrades to fit the budget provided.

The projects are located at:

- Sandwich Central School
- Inter-Lakes Elementary School
- Inter-Lakes Middle High School

Sealed proposals marked “**HVAC Improvements**” must be submitted no later than May 5, 2023 at 4:00 p.m. to:

- Inter-Lakes School District
- Attn: Brian Swanker
- 21 Laker Lane
- Meredith, NH 03253

Question must be submitted by email to Brian Swanker at [brian.swanker@interlakes.org](mailto:brian.swanker@interlakes.org) by May 2, 2023 at 1:00 p.m.

The Inter-Lakes School District reserves the right to accept or reject and/all bids for any reason, or no reason, to waive any informalities or irregularities in any bid, and to award a contract to any Bidder on any basis which the Inter-Lakes School District, in its sole and absolute discretion, determines to be in the best interest of the Inter-Lakes School District, without recourse by any Bidder. While cost/price will be a significant factor in the bid accepted the Inter-Lakes School District, in its sole discretion, expressly reserves the right to award the bid to other than the lowest bidder. The Inter-Lakes School District also reserves the right to accept a bid on one or more items of the proposal, on all items of the proposal, or any combination of items of the proposal. Bidders shall be responsible for any and all expenses they incur in responding to this RFP.

All bids are governmental records subject to public disclosure under the Right-to-Know Law. The Inter-Lakes School District will not accept any bids marked confidential in whole or in part.

# PROJECT SPECIFICATIONS

## PART 1- General

### 1.01 REQUIREMENTS

- A. This section includes furnishing all labor, equipment, appliances and materials, and performing all operations in connection with the furnishing and installing of HVAC upgrades complete in place in accordance with the Specifications.
- B. The project timeframe will be performed during the summer break of the school year. Construction can begin as soon as June 21, 2023 and must be complete by August 30, 2024.

### 1.02 SUBMITTALS

- A. Current complete W-9 form.
- B. Certificate of Insurance naming Inter-Lakes School District additionally insured.

### 1.03 STANDARD SPECIFICATIONS

- A. Except where otherwise provided in the Specifications or on Drawings, all work shall be in accordance with International Mechanical Code and ASHRAE Standards.

## PART 2- PROJECT SCOPE

### 2.01 SCOPE OF WORK

#### A. Sandwich Central School

- Scope #1: Air Balancing
  - Provide air balancing for the existing airside equipment
  - Provide and install balancing dampers in existing duct system as required to properly balance airflows
  - Air balancing reports to be delivered via electronic submittal
- Scope #2: Energy Recovery Ventilator (ERV System)
  - Demolish and remove the following:
    - Exhaust fans
      - EF-2 (400 cfm)
      - EF-3 (400 cfm)
      - EF-4 (700 cfm)
      - EF-6 (200 cfm)
    - Exhaust duct as required
    - Outside air duct as required
  - (2) Two Renewaire ERV's
    - ERV's to provide code compliant ventilation for the areas served by the following existing equipment:
      - HV-1
      - HV-2
      - HV-3
    - ERV's to be located in the attic
      - Motorized dampers

- Double wall construction
  - (2) Two electric duct heaters to temper air in winter conditions
- Supply air, return air, exhaust air and outside air duct system
  - Duct to be insulated per code requirements
  - Canvas connection at mechanical equipment to reduce vibration and transmission of mechanical noises
  - Maximum of 5'-0 of flexible duct at air terminal connections
  - Supply diffusers and return air grilles
  - Balancing dampers
  - Louvers and roof terminations as required
- Permits
- Air balancing
- Integration with existing DDC system
- Labeling
- Factory start-up and commissioning
- Owner's training
- PE stamped drawings

## **B. Inter-Lakes Middle/High School**

- Scope #1: Air Balancing
  - Provide air balancing for the existing airside equipment
  - Provide and install balancing dampers in existing duct system as required to properly balance airflows
  - Air balancing reports to be delivered via electronic submittal
- Scope #2: Ventilation Upgrades
  - Demolition of existing duct systems as required
  - (3) Three dedicated outdoor air systems (DOAS)
    - DX cooling/gas heating
    - DOAS will eliminate the Class 2 air from recirculating with existing airside equipment that serves numerous connected spaces
    - (1) One DOAS to serve the following area:
      - Wood Shop (010)
    - (1) One DOAS to serve the following area:
      - Robotics Shop (040)
    - (1) One DOAS to serve the following areas:
      - Science (207)
      - Science (212)
      - Science (214)
  - Gas piping
  - Supply air, return air, exhaust air and outside air duct system
    - Duct to be insulated per code requirements
    - Canvas connection at mechanical equipment to reduce vibration and transmission of mechanical noises
    - Maximum of 5'-0 of flexible duct at air terminal connections
    - Supply diffusers and return air grilles
    - Balancing dampers
  - Permits
  - Air balancing
  - Integration with existing DDC system
  - Labeling
  - Factory start-up and commissioning
  - Owner's training

- PE stamped drawings
- Scope #3: Cafeteria and Kitchen Upgrades
  - Demolition of existing duct systems and HVAC equipment as required
  - (1) One new roof top unit (RTU)
    - DX cooling/gas heating
    - (1) One roof curb
    - RTU to serve Cafeteria
  - (1) One new make-up air unit
    - Gas heating
    - (1) One roof curb
    - Make-up air unit to be interlocked with the existing kitchen hood
  - Gas piping
  - Supply air, return air, exhaust air and outside air duct system
    - Duct to be insulated per code requirements
    - Canvas connection at mechanical equipment to reduce vibration and transmission of mechanical noises
    - Maximum of 5'-0 of flexible duct at air terminal connections
    - Supply diffusers and return air grilles
    - Balancing dampers
  - Permits
  - Air balancing
  - Integration with existing DDC system
  - Labeling
  - Factory start-up and commissioning
  - Owner's training
  - PE stamped drawings

**B. Inter-Lakes Elementary School**

- (1) One new MUA, make-up air unit in the Kitchen
  - (1) One roof curb
  - Make-up air unit to be interlocked with the existing kitchen hood
  - Demolition of existing exhaust fan

**PART 3- EXECUTION**

**3.01 GENERAL**

- A. The CONTRACTOR shall provide Engineer Stamped design drawings. The District shall own all designs, plans and instruments of service.
- B. The CONTRACTOR shall work around District's operating hours.

**3.04 PERMITS**

- A. The CONTRACTOR shall procure all State and Local permits required.

## CONTRACT REQUIREMENTS

### A. FEDERAL CONTRACT REQUIREMENTS

#### ALL CONTRACTS

1. Suspension and Debarment. Contractor shall complete and submit to the District the federal Certification of Suspension and Debarment.
2. Domestic Preferences for Procurements. Contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Section must be included in all sub-awards including all contracts and purchase orders for work or products under this Agreement.
3. Equal Opportunity Clause/Nondiscrimination. The District and the Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R. Part 60).
4. Records Retention Requirements. Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.33. Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.33 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

#### CONTRACTS OVER \$10,000

1. Termination for Cause. The District may terminate this Agreement for cause, including the Contractor's noncompliance with terms of this Agreement, by giving thirty (30) days written notice. The District's sole liability upon termination shall be payment to Contractor for services performed by Contractor up to the date of termination. If the District terminates this Agreement for cause and that cause is not deemed to be sufficient, the termination shall be deemed to be for the District's convenience and without cause.
2. Termination for Convenience. The District may terminate this Agreement without cause by providing no less than ten (10) days written notice to the Contractor. The District's sole liability upon termination shall be payment to Contractor for services performed by Contractor up to the date of termination.

#### CONSTRUCTION CONTRACTS

1. Davis-Bacon Act. All transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. Contractor shall comply with 40 U.S.C. §§3141-3144, and 3146-3148 and the requirements of 29 C.F.R. Part 5 as applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage

determination made by the Secretary of Labor. Additionally, Contractor is required to pay wages not less than once a week.

2. Copeland Anti-Kickback Act.

A. Contractor. Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement.

B. Subcontracts. Contractor or subcontractors shall insert in any subcontracts the clause above, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as a Contractor or subcontractor as provided in 29 C.F.R. §5.12.

3. Energy Policy and Conservation Act. To the extent feasible the District and the Contractor shall design and construct facilities to maximize the efficient use of energy and with the standards and policies relating to energy efficiency in the Energy Policy and Conservation Act.

**CONTRACTS OVER \$100,000**

1. Contract Work Hours and Safety Standards Compliance. In performance of this Agreement, the Contractor shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act.

2. Anti-Lobbying. Pursuant to 31 U.S.C. §1352, the Contractor shall complete and submit to the District a Certificate Regarding Lobbying and a Disclosure of Lobbying Activities.

**CONTRACTS OVER \$150,000**

1. Clean Water and Federal Water Pollution Control Act

A. Clean Air Act. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.

B. Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the United States Department of Education, and the appropriate Environmental Protection Agency Regional Office.

C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by ESSER.\

2. Federal Water Pollution Control Act.

- A. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq.
- B. Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the United States Department of Education, and the appropriate Environmental Protection Agency Regional Office.
- C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by ESSER.

**CONTRACTS OVER \$250,000**

- 1. Remedies for Breach. The right of termination referred to in this Agreement is not intended to be exclusive, and is in addition to any other rights available to either party at law or in equity. If the Contractor breaches a material provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach, the District may elect to pursue any available legal, contractual, or administrative remedy or the following sanctions: (i) for a first violation, \$2,000 liquidated damages; (ii) for a second violation \$5,000 liquidated damages; (iii) for a third violation \$10,000 liquidated damages. For the purposes of the foregoing, a single violation means an event of the same or similar kind, without regard for the duration or number of personnel, equipment or individuals involved.
- 2. Cost/Price Analysis must be performed by the District.

**PROCUREMENT REQUIREMENTS REGARDLESS OF CONTRACT AMOUNT**

- 1. Minority and Women Businesses. Contractor to the extent reasonably possible shall subcontract with minority businesses, women’s businesses and labor surplus area firms.
- 2. Procurement. Each party to this Agreement shall maintain all appropriate oversight, standards of conduct, price and costs analyses, and records, sufficient to demonstrate compliance with federal procurement requirements, including all required standards of conduct with respect to federal procurement, and with respect to prohibition on conflicts of interest, as stated throughout this Agreement. To the extent any further requirements are needed, those provisions of 2 C.F.R. Part 200, including 2 C.F.R. 200.318 and 2 C.F.R. 200.323, are incorporated herein by reference.

**B. GENERAL CONTRACT REQUIREMENTS**

1. Type of Contract: The project will be constructed with a guaranteed maximum price contract in a form acceptable to the District incorporating the requirements of this RFP. If a contract cannot be reached 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 a contract with any other Contractor of its choosing.
2. All work shall be performed in accordance with applicable local, state and federal codes. The Contractor shall be responsible for obtaining all required permits.
3. The Contractor shall install equipment and materials in accordance with manufacturer's specifications. Installations shall be completed in accordance with all specifications outlined on the drawing and noted in the specifications included with this RFP.
4. The Contractor shall provide a complete one-year warranty of all work from the date of final completion. The one-year warranty shall be renewed and extended for an additional year from the date of correction of any defective or nonconforming work.
5. 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.
6. The District shall retain ten percent (10%) of any progress payment until the final completion and acceptance of the work by the District. All applications for progress payments shall be in a form acceptable to the District and include signed waiver of liens from all subcontractors and material suppliers.
7. Changes in the work or the time to complete the work shall be accomplished only by change order. Accordingly, no course of conduct or dealings between the parties, nor any expressed or implied acceptance of alterations or additions to the 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.
8. To the maximum extent permitted by law, the Contractor shall, at its own expense, defend, indemnify and hold harmless the Inter-Lakes School District, School Board, SAU #2, and their respective officials, agents, employees, and volunteers from any and all claims, including but not limited to, any and claims for personal injury, debt and property damage which may, in any way, arise from or out of the operations of the Contractor pursuant to the terms of the contract, whether such operations be performed by the Contractor itself, or anyone directly or indirectly employed by it or any other person or company retained in any way by it to carry on all or a



portion of the operations necessary to abide by the terms of the contract. The indemnification provision shall survive termination or expiration of the contract.

9. Certificates of insurance and policy endorsements shall be filed with the SAU #2 Office prior to the effective date of the contract and shall be subject to approval by SAU #2 and its insurance carrier for adequacy of protection. The Contractor shall file updated insurance certificates as coverage becomes effective. Insurance shall not be cancelable without thirty (30) days prior written notice to the District. The District is to be named as an additional insured.
10. The Contractor shall provide builders risk insurance.
11. If the contract amount is \$125,000 or more, the Contractor must provide a payment and performance bond.
12. The terms, conditions, representations, and warranties contained in the contract shall survive the termination or expiration of the contract.
13. Neither party may assign or subcontract any of its rights or obligations under the contract in whole or in part. Any attempted assignment under the contract shall be void and of no effect.
14. The District reserves the right, at any time during the term of the contract, to cancel said contract when the terms of the contract have been violated. The District shall have the right to declare the Contractor in default if (a) the Contractor becomes insolvent; (b) the Contractor makes an assignment for the benefit of creditors; (c) a voluntary or involuntary petition of bankruptcy is filed by or against the Contractor; or (d) the Contractor is unable to provide evidence of required insurance coverage as set forth below. If the Contractor is declared in default for any reason, the District shall have the right to terminate the contract. In the event of a contractual termination, the District reserves the right to employ another Contractor to complete the term of the contract. The original Contractor shall be responsible for any extra or additional expense or damages suffered by the District. In that event, the Contractor will be required to indemnify the District for any loss that may be sustained.
15. The District also reserves the right to terminate the contract for its convenience by providing Contractor thirty (30) days written notice. If the District terminates the contract for cause and that cause is determined to be insufficient, the termination shall be deemed one for the District's convenience.
16. Any termination of the contract by the District shall be without cost or penalty to the District. The District shall be liable to pay the Contractor only such amounts as are due as of the date of termination as its sole remedy. The District shall not be responsible for lost profits, compensatory or other consequential damages.

17. The contract and all matters or issues collateral to it, shall be governed by, and construed in accordance with the law of the State of New Hampshire. If any provision of the contract, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the contract or the validity or enforceability of the contract.

#### **RFP SUBMITTAL REQUIREMENTS**

1. Description of business, including the Contractor's qualifications including but not limited to certifications, licenses, training and knowledge of safety standards and compliance.
2. Number of years in business.
3. At least five (5) business references, preferably from New Hampshire school districts.
4. Detail any litigation, mediations, or arbitrations for the past five (5) years including the other party, attorneys involved (if any), and disposition.