

**OYSTER RIVER COOPERATIVE SCHOOL DISTRICT  
OFFICE OF THE BUSINESS ADMINISTRATOR**

**36 Coe Drive**

**Durham, New Hampshire 03824**

**Telephone: 603-868-5100**

**Facsimile # 603-868-6668**

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**August 10, 2018**

**Subject: Request for Proposal (RFP) – HRU1 AIR HANDLER replacement at the Mast Way Elementary School, 23 Mast Road, Lee NH 03861.**

**Enclosures: Request for Proposal – General Terms and Conditions**

The Oyster River Cooperative School District (ORCSD) serves the educational needs for the Towns of Durham, Lee and Madbury, NH, consisting of (4) four schools. The District is currently requesting Bid Proposals for replacement of 1 – AIR HANDLER at the Mast Way Elementary School.

**ORCSD has incorporated a Sustainability Commitment as follows:**

The Oyster River Cooperative School District (ORCSD) seeks to work with suppliers and service providers that offer products and services that improve the health of our students and faculty, and our environment without sacrificing quality. These criteria include products that contain recycled materials, are more recyclable, are less toxic or more biodegradable, have less packaging, cost less to transport, perform better, are more durable or use less energy, or consume fewer natural resources over their useful life. We prefer to work with vendors and suppliers who can address their environmental/sustainability practices, offer take-back programs; including shipping materials and that all waste is disposed of responsibly. We seek products and services that help us reduce, reuse and recycle, while lessening our ecological footprint. When possible, we prefer to work with local vendors and suppliers to keep our purchases invested in the local community. The ORCSD is committed to sustainability in terms of; renewability, substitution, adaptability, interdependence and institutional commitment in the areas of food, energy, transportation, school curriculum and community outreach.

**Request for Proposal (RFP) – HRU1 AIR HANDLER replacement at the Mast Way Elementary School, 23 Mast Road, Lee NH 03861.**

You are invited to review the enclosures concerning the instructions for Proposal preparation. Please contact Jim Rozycki, Facilities Director, in writing at [jrozycki@orcsd.org](mailto:jrozycki@orcsd.org) if you have any questions or comments regarding this RFP. A response will be issued in writing and made available to all known bidders. Proposals should conform to the instructions contained herein. Definitive standard terms and special conditions will be transmitted prior to any award.

**Proposals are due (closing date) on or before Friday, September 7, 2018 by 12:00pm.**

All Proposals must be delivered to:  
Oyster River Cooperative School District  
36 Coe Drive  
Durham, NH 03824  
Attn: Susan Caswell – Business Administrator

A pre-bid conference will be held at the Mast Way Elementary School, 23 Mast Road, Lee NH 03861, at **10:30am, Thursday, August 23, 2018**. All meeting participants will sign in and meet in the main office.

The RFP will be awarded to one vendor, when all factors are considered is deemed to be in the best interest of the Oyster River Cooperative School District. The District reserves the right to waive any informality and to accept or reject any, all or part of submitted quotes. The successful bidder must be able to provide all services listed in the Scope of Services in this RFP. It is anticipated that the successful proposal will be awarded by **Monday, September 10, 2018**.

In the event a bidder is unable to obtain adequate clarification of any requirements, bidder should make assumptions, identify the assumptions in bidder's Proposal and include pricing based on those assumptions.

Sincerely,

Jim Rozycki  
Facilities Director

REQUEST FOR PROPOSAL  
General Terms & Conditions – Mast Way Boiler heating plant Replacement

**THIS IS NOT AN ORDER**

**DATE: August 10, 2018**

Direct questions to:

Oyster River Cooperative School District  
33 Coe Drive  
Durham, NH 03824  
Attention: Jim Rozycki  
[jrozycki@orcsd.org](mailto:jrozycki@orcsd.org)

- 1) All Proposals must be received by **Friday, September 7, 2018 by 12:00pm**. local time. A total of three copies of bids are being requested. ALL BID PACKAGES MUST BE SEALED AND DELIVERED TO:

Oyster River Cooperative School District  
36 Coe Drive  
Durham, NH 03824  
Attention: Susan Caswell – Business Administrator

**EACH PACKAGE SHOULD BE CLEARLY MARKED WITH THE SCHOOL DISTRICT’S PROJECT TITLE: “Mast Way HRU1 Replacement “ANY PACKAGES FAXED OR DELIVERED TO THE WRONG ADDRESS WILL BE SUBJECT TO DISQUALIFICATION. BID SUBMISSIONS CAN BE SENT ELECTRONICALLY VIA PDF TO: [tproia@orcsd.org](mailto:tproia@orcsd.org).**

- 2) No bid will be opened prior to the date specified above in paragraph 1. Bids will be opened just after **12:00 PM on Friday, September 7, 2018 at the SAU Offices located at 36 Coe Drive, Durham, NH**. A list of all bidding vendors, a summary of bids and all original bid documents will be made available for public inspection as soon as possible. Oyster River School District will notify all bidders when a contract has been awarded.
- 3) Oyster River School District reserves the right to reject any or all Proposals and to waive any minor informality or irregularity in Proposals received, if doing so best serves the interests of the school district. A contract award will be based on the total value proposed, including price, quality, and service, among other parameters that will conform to this Request for Proposal. All award decisions will be made solely by Oyster River School District. We reserve the right to accept all, or part, or reject any Proposal entirely.

- 4) Any cost incurred in the preparation and submission of a Proposal in response to this RFP shall be at the sole responsibility of the respondent.
- 5) Your Proposal should include, at minimum, responses to specific requests in the Terms and Conditions. Any responses or exceptions should be highlighted on a separate line below that specific term or on a separate sheet, referencing the item referred to.
- 6) It is the responsibility of the bidder to deliver the Proposal or modification on or before the requested date and time (stated above). Proposals may be withdrawn by letter or with proper identification by personally securing the Proposal prior to the requested bid date and bid opening time. Withdrawn Proposals will be returned unopened to bidder. Bidders will be permitted to withdraw Proposals after said Proposal is received and opened pursuant to this invitation.
- 7) Should a bidder find discrepancies in, or omissions from, the specifics contained in this RFP, or should the bidder be in doubt as to the meaning of any item, he shall at once notify Oyster River School District, which will send written instructions/clarifications to all bidders on record. Oyster River Cooperative School District will not be responsible for any oral instructions/communications.
- 8) A contract resulting from this RFP is subject to cancellation by either party upon thirty days (30) written notice. This contract may also be cancelled immediately if either party becomes insolvent or files for bankruptcy.
- 9) A Proposal shall be signed by a duly authorized representative or agent of the Vendor, such signature to constitute proof of that person's authority to bind the Vendor.
- 10) Amendments to a contract shall be in writing and shall be agreed to in writing by both parties.
- 11) Awarded Vendor shall not assign, transfer, convey, sublet or otherwise dispose of any of its rights, title or interest in a contract without the prior written approval of Oyster River School District.
- 12) All invoices may be sent to:  
Oyster River Cooperative School District  
33 Coe Drive  
Durham, NH 03824  
Attention: Facilities Department
- 13) Address: Invoices may be emailed to [jrozycki@orcscd.org](mailto:jrozycki@orcscd.org)
- 14) Proposals shall include payment terms of Net 30 Days from invoice.

- 15) Oyster River Cooperative School District is a tax-exempt entity. Documentation will be provided upon request.
- 16) Awarded Vendor shall not utilize the Oyster River Cooperative School District name or logo without the express written permission of the Oyster River Cooperative School District.
- 17) In performance of its duties and obligations under a contract, awarded Vendor shall at all times be in compliance with all applicable Federal, State and Local laws, regulations and ordinances now in effect or as hereafter amended or promulgated.
- 18) Upon request from Oyster River Cooperative School District, awarded Vendor shall provide, as applicable, evidence of insurance for: a) Workers' Compensation covering awarded Vendor full coverage liability under New Hampshire statutes, b) professional liability insurance and c) sufficient comprehensive general liability insurance.
- 19) Obtain and maintain during the entire contract period, at the Contractor's expense, insurance coverage as set forth below:
  - Comprehensive Liability Insurance
    - (Bodily Injury, Personal Injury, and Property Damage, coverage to include contractual liability coverage) with the Oyster River Cooperative School District named as other insured with the minimum policy limits of:
      - Per Occurrence: \$1,000,000
      - Per Aggregate: \$3,000,000
  - Umbrella Coverage to supplement all above insurance, with the Oyster River Cooperative School District named as other insured to provide the coverage to at least \$5,000,000 per occurrence.
- 20) Prior to commencing performance of the Contract, the Contractor must provide a Performance Bond in the amount of 100% of the full contract price executed by a Surety company acceptable to the District. The District will accept a diminishing performance bond format to reduce the bond requirement for services rendered.

## SCOPE OF WORK - GENERAL SPECIFICATIONS

### Scope of Work:

This project is being sold as a turnkey project and will be ready for use upon any required local and state inspections. The successful bidder is responsible for following Engineered specifications outlined by: Bennett Engineering.

**Automation Control panel and connections will be the responsibility of Oyster River Cooperative School District using Siemens.** Some coordination between awarded contractor and Siemens will take place throughout the project.

See attached specs.

All debris must be removed off school property by the successful bidder.  
RSA XII 155:66 Prohibits smoking on public educational facilities at any time.  
Winning bidder will be responsible for all permits and inspections as required by the Town of Lee and the State of NH.

**The project must be completed no later than Wednesday, October 31, 2018.**

BID SHEET – page 1

Oyster River Cooperative School District  
Mast Way HRU 1 Air Handling Unit

Oyster River Cooperative School District reserves the right to accept or reject any and all bids regardless of bid amount.

The undersigned Submitter proposes and agrees, if this Proposal is accepted, to enter into a Contract to perform all Work as specified or indicated for the prices and within the times indicated in this Proposal in accordance with the other terms and conditions of the Request for Proposal Documents.

GUARANTEED MAXIMUM Price: (Amount in Words) \_\_\_\_\_

\_\_\_\_\_

and \_\_\_\_\_ 100<sup>th</sup> Dollars.

(Amount in Figures) \_\_\_\_\_

NAME OF COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ DATE SUBMITTED \_\_\_\_\_

BID SHEET – page 2

Oyster River Cooperative School District  
Mast Way HRU 1 Air Handling Unit

REMARKS \_\_\_\_ (please provide any comments/notations on attached sheet) \_\_\_\_

This proposal is firm for \_\_\_\_\_ days from the Bid Due date. Upon signing this document, both parties have executed this agreement from the date of the signature of Oyster River School District's authorized representative.

\_\_\_\_\_  
(Vendor - Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)