

**Town of Lee**  
**HVAC Preventative Maintenance, Repair and Emergency Services**

**Request for Proposals**

You are cordially invited to submit a Proposal for **HVAC Preventative Maintenance, Repair and Emergency Services** in accordance with the specifications, terms, and conditions. Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

Proposals must be submitted to the **Public Works Director, Town Hall, 249 Calef Highway, Lee, NH 03861 no later than September. 16, 2021 at 1:00 p.m.** in order to be considered. Any proposals received after specified date and time will not be considered.

Specifications and proposal forms can be found on the Town's website [www.leenh.org](http://www.leenh.org). Vendors interested in submitting a proposal shall contact Bill Stevens, Lee Building Maintenance Supervisor for a tour of the facilities. He can be reached at 603-397-9130 or [bstevens@leenh.org](mailto:bstevens@leenh.org).

Questions should be directed to Steven Bullek, Public Works Director – 603-738-5963 or [Sbullek@leenh.org](mailto:Sbullek@leenh.org)

The Town of Lee reserves the right to select or reject any proposal that it deems to be in the best interest to accomplish the project specified. The Town reserves the right to discontinue the selection process at any time prior to the awarding of a contract. The Town reserves the right to waive defects and informalities of the proposals.

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**I. INTENT** The Town of Lee is seeking a vendor to perform preventative maintenance, repair and emergency services for eight (8) heating units and (5) AC units owned by the Town, as described herein (see attached equipment list.) Note: the above units are located in (8) separate buildings but all buildings are within close proximity to each other.

**II. GENERAL REQUIREMENTS**

1. Vendors must respond in writing to all requirements of this Request for Proposal. Any additional information or tasks that are felt to be relevant by the responding firm should be included together with the submittal requirements. Responses may be delivered or mailed to the address indicated.
2. The Vendor is expected to examine carefully the site of the proposed work, this information and contract forms before submitting a proposal. The submission of a proposal shall be considered conclusive evidence that the Vendor has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the contract. It will be conclusive evidence that the Vendor has also investigated and is satisfied with the sources of supply for all materials.
3. The Vendor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the terms of this proposal and subsequent Contract. The Vendor shall be required to conform to the intent of the work required and specifications. No extra claims shall be allowed for portions of the work not specifically addressed in the specifications but required to produce a whole and complete project, such work will be considered subsidiary to the listed items.
4. Upon commencement of work, the contractor shall be responsible for initiating, maintaining and supervising all safety precautions necessary to ensure the safety of employees on the site, other persons who may be affected thereby, including the public, and other property at the site or adjacent thereto.
5. Before final acceptance of the work, the contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, barricades and signs. All parts of the work shall be left in a neat and presentable condition. On all areas used or occupied by the contractor, regardless of the contract limits, the contractor shall clean-up all sites and storage grounds.
6. The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the work shall have been completed and accepted.

**III. SELECTION:** Vendor selection shall be based on possession of the necessary experience, organization, technical and professional qualifications, skills and facilities, project understanding, approach, ability to comply with proposed or required time of completion or performance, and possession of a satisfactory record of performance, as well as cost.

**IV. SCOPE OF WORK**

1. The term “preventative maintenance” as used above shall include providing all supervision, materials, equipment, labor and transportation necessary for the successful completion of the work under the terms and conditions contained herein. The equipment covered by this agreement, their respective locations and manufacturers are listed and attached as part of this contract in Appendix A.

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2. Semi-Annual Preventative Maintenance shall include the items listed below. At the conclusion of each seasons' work, provide a written report to the Public Works Director, including any areas of concerns.

i. Spring Air Conditioning:

As applicable to specific unit:

- Inspect and clean washable filters
- Provide disposable high efficiency air filters for change
- Check belt condition, tightness and alignment and change one time per year
- Check refrigerant charges
- Clean condenser coil
- Clean evaporator coil
- Lubricate condenser, evaporate, compressor, and pump motors (oil/grease bearings)
- Clean fan blades and check for balance and alignment
- Inspect and tighten all electrical connections
- Start air conditioner and check voltage
- Start air conditioner and check amperage
- Clear all condensate drains and drain pans
- Test safety controls and thermostats
- Inspect start run capacitors and relay
- Check vibration and noise levels
- Inspect doors for alignment and sealing
- Check moisture indicator
- Inspect for and repair bent fins on heat exchangers
- Check tubing for vibration and distortion
- Inspect and calibrate damper linkages and motors
- Check economizer for proper operation
- Check megohmmeter reading of compressor when needed

ii. Fall Heat:

As applicable to specific unit;

- Inspect and clean washable filters
- Provide disposable high efficiency air filters for change
- Check belt condition, tightness, and alignment and adjust as needed
- Inspect heat exchangers for cracks
- Clean burners and burner tubes
- Check thermocouples
- Verify fan switch operation
- Inspect pilot flame and adjust
- Test burner safety controls
- Inspect gas lines and shut-off
- Check combustion air inlets
- Clean flue pipes
- Calibrate thermostats
- Check fusible links and limit disc.
- Calibrate fuel/air ratio

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- Test all limit switches
- Lubricate induced draft motor
- Check outdoor air thermostats and economizer operation
- Measure for proper TD across heat exchangers
- Verify proper gas pressure if applicable
- Check crankcase heater for proper operation
- Inspect and tighten all electrical connections

3. The annual preventative maintenance inspections shall be scheduled and completed prior to the heating / cooling season, subject to the approval of the facility contact as listed in Appendix A.

Seasons are defined as:

- Cooling Season (on or before April 30) Heating season (on or before September 30)

4. The Contractor shall, in performing the services as described herein, utilize mechanics skilled in the servicing of HVAC systems that have, at a minimum, obtained a “journeyman” level of competence.

5. The Contractor shall provide the availability of emergency service twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ a sufficient number of trained mechanics/technicians so that calls of any emergency nature can be answered promptly with the mechanic/technician arriving at the job site no later than three hours after the call is entered. Contractor shall provide to the Town a 24/7 emergency phone number.

6. Request to repair and / or replace parts (above and beyond what would be included in the normal annual maintenance/tune-up) shall be approved by the Public Works Director or his/ her designated representative(s). Materials shall be invoiced not to exceed 10% above Contractor’s cost. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the PW Director or his/ her designated representative(s).

7. The Contractor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the Building Maintenance Supervisor or his/ her designated representative(s).

8. The Contractor shall warranty all of the parts supplied for a period of not less than the manufacturer’s standard period of time, from the date the items are received, inspected and accepted by the Town. The warranty shall cover 100% of all supplies, parts, shipping, labor, travel, and expenses.

9. All scheduled services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the Town. Any deviation in work hours shall be pre-approved by the respective Department Head. No premium charges will be paid for any off-hour work for normal annual maintenance or scheduled repairs.

10. The Town shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor’s employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered

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thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the Town may withhold any amount necessary to correct all defective work or damages from payments to the Contractor or seek reimbursement if there are no outstanding charges.

12. The Contractor or their personnel shall not represent themselves as employees or agents of the Town. While on Town property, employees shall be subject to the control of the Town, but under no circumstances shall such persons be deemed to be employees of the Town. The Contractor's personnel shall be allowed only in areas where services are being performed. All personnel shall observe all regulations or special restrictions in effect at the Town facility.

13. The Contractor shall have parts that commonly fail (on the HVAC units the Town owns) readily available during the applicable season.

**V. PROPOSAL SUBMITTAL REQUIREMENTS:**

- 1) Submit a cost proposal on the form included, to include all labor, materials and any other charges;
- 2) Provide contact information on any subcontractors that will be utilized and their intended scope of work;
- 3) Include the name of the main contact who will be assigned to work on this contract;
- 4) Include at least three references, including recent contact names and phone number information;
- 5) State the number of years that your firm has been in the HVAC business; and any other information that you feel will assist the Town in making a determination regarding your firm.

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**PROPOSAL FORM**

To the Town of Lee, New Hampshire, herein called the Owner:

The undersigned, as Bidder, herein referred to as singular and masculine declares as follows:

1. This proposal is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity and no officer, agent or employee of the Owner is directly or indirectly interested in this Proposal;

2. The undersigned has carefully examined the sites of the proposed work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed work, and the difficulties attendant upon its execution. The undersigned has carefully read and examined the Proposal, Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;

3. The Bidder will supply or perform all labor, services, material, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by this Request for Proposals in the manner and within the time therein set forth, and that the bidder will take in full payment, to wit:

A. Contractor shall provide quotes for any required repair work(above and beyond what would be included in the normal annual maintenance/tune-up) within three (3) business days of request, except that emergency work may be performed based on a verbal estimate given at the time of service call and approved by Public Works Director and/or her designee. The quoted hourly rates for all work shall not exceed the rates established under this contract.

B. Annual Spring Preventative Maintenance for AC units (please provide total cost here but include separate sheet with cost breakdown by location): \$ \_\_\_\_\_

C. Annual Fall Preventative Maintenance for Heating units (please provide total cost here but include separate sheet with cost breakdown by location): \$ \_\_\_\_\_

D. "Journeyman" Hourly Rate: \$ \_\_\_\_\_

E. Materials mark-up (not to exceed 10% over cost): \$ \_\_\_\_\_

F. Other: (please describe): \$ \_\_\_\_\_

G. Extra cost (if any) for Emergency calls. \$ \_\_\_\_\_

All Proposals are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Contract name as it appears at the top of the Proposal Form.

Date \_\_\_\_\_

Company Name: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Acknowledge Addenda No. \_\_ through \_\_

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**INSURANCE REQUIREMENTS**

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

**AMOUNT OF INSURANCE**

A) Comprehensive General Liability:

Bodily injury or Property Damage - \$1,000,000

Per occurrence and general aggregate

B) Automobile and Truck Liability:

Bodily Injury or Property Damage - \$500,000

Per occurrence and general aggregate

Coverage requirements can be met with excess policies. Additionally, the Contractor shall purchase and maintain the following types of insurance:

Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the Town of New Hampshire.

**ADDITIONAL INSURED**

All liability policies (including any excess policies used to meet coverage requirements) shall include naming the Town of Lee, New Hampshire as an **Additional Insured by certificate and amendatory endorsement**. A policy endorsement (form CG2010B or equivalent) must be provided as evidence of additional insured coverage.

1) The contractor's insurance shall be primary in the event of a loss.

2) Town of Lee shall also be listed as a Certificate Holder. The Town shall be identified as follows:

Town of Lee  
Attn: Public Works Director  
249 Calef Highway  
Lee, NH 03861

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**CONTRACT AGREEMENT**

THIS AGREEMENT made as of the \_\_\_th day of \_\_\_\_\_ in the year **2021**, by and between the Town of Lee, New Hampshire (hereinafter call the Owner) and \_\_\_\_\_ (hereinafter called the Contractor), WITNESSETH; that the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE I- Work** - The Contractor shall perform all work as specified or indicated in the Request for Proposal for the completion of the work. The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of the work.

**ARTICLE II - ENGINEER** - The Engineer shall mean the Public Works Director, and/or authorized representative, who will generally oversee the completion of the work in accordance with these Contract Documents.

**ARTICLE III - CONTRACT TIME** - The work will commence and finish in accordance with the schedule submitted with the Proposal and accepted by the Owner.

**ARTICLE IV - CONTRACT PRICE and PAYMENT**- Upon final acceptance of the work and settlement of all claims, Owner shall pay the Contractor based upon the Contract Prices as shown in the Request for Proposal.

**ARTICLE V – CONTRACT DOCUMENTS** – The Contract Documents, which comprise the contract between Owner and Contractor, are attached hereto and made a part hereof and consist of the following:

1. This Contract Agreement
2. Request for Proposal
3. Contractor’s Response to Proposal
4. Insurance Requirements
5. Any modifications, including change orders, duly delivered after execution of this Agreement.

**ARTICLE VI – TERMINATION FOR DEFAULT** – Should contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work in accordance with the schedule of completion approved by Owner, or fail to perform any of its obligations set forth in the Contract, Owner may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election, and enter on the premises and take possession, for the purpose of completing the work included under this Agreement, of all the materials, tools and appliances belonging to Contractor, and to employ any other persons to finish the work and to provide the materials therefore at the expense of the Contractor.

**ARTICLE VII – INDEMNIFICATION OF OWNER** – Contractor shall indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys’ fees) arising in any way out of the Contractor’s negligent performance of its obligations under this Contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorneys’ fees, and will satisfy any judgment rendered against Owner in such action.

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**CONTRACT AGREEMENT (con't)**

**ARTICLE VIII – PERMITS** – The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable Town, Town, and Federal laws, ordinances, rules and regulations. **The fee for the Town of Lee Building permit shall be waived.**

**ARTICLE IX – INSURANCE** – The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the Request for Proposal.

**ARTICLE X – MISCELLANEOUS –**

A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.

B. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

C. The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.

D. The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof.

E. Venue for any dispute shall be the Strafford County Superior Court unless the parties otherwise agree.

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

**Contractor:**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**TOWN OF LEE, N.H.**

BY: \_\_\_\_\_

Steven D Bullek, Public Works Director, formally authorized to enter into this agreement by vote of the Select Board on \_\_\_\_\_.

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**APPENDIX A – LOCATIONS AND EQUIPMENT**

<b>Public Safety Complex</b>		<b>20 George Bennett Rd.</b>		
Unit	Manufacturer	Model	Year	Misc.
AH1 -1st flr	York	F2FP048H06B	2004	
AH2 - 1st flr	York	F2FP048H06B	2004	
AH3	York		2004	
AH4	Gibson		2011	
AH5	Gibson		2011	
AH6	American Standard		2011	
Boiler 1	Buderus	Logano GE315	2011	Oil
Boiler 2	Buderus	Logano GE315	2011	Oil
<b>Town Hall 7 Mast Rd</b>				
Boiler	Weil McLain	HE Series II		Propane
<b>Town Offices</b>		<b>249 Calef Hwy</b>		
AH1	American Standard	YSC048E1RHA0000		
AH2	American Standard	YSC048E1RHA0000		
AH3	American Standard	YSC048E1RHA0000		
<b>Annex 13 Mast Rd</b>				
Boiler	Burnham	CI HWH	1976	Propane
<b>Library 9 Mast Rd</b>				
FHA Furnace	Magic Chef	C5A150C60-10		Propane
FHA Furnace	Olsen	HHS90T	1996	Propane
AC	Lennox			
<b>Historical Museum</b>				
Direct Vent Furnace	Empire			Propane
<b>Highway Annex</b>		<b>4 Recycling Ctr. Rd.</b>		
Boiler	Energy Kinetics	System 2000	1997	Oil
<b>Highway Garage</b>		<b>6 Recycling Ctr. Rd.</b>		
HA Furnace	Modine	POB185B	2001	Oil
<b>Transfer Station</b>		<b>11 Recycling Ctr. Rd.</b>		
Furnace	Rheem		2020	Propane
AC	Bryant		2003	

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