

**PITTSBURG, AND STEWARTSTOWN SCHOOL DISTRICTS  
21 ACADEMY STREET  
COLEBROOK, NH 03576  
603-237-5571  
REQUEST FOR PROPOSAL- ENGINEERING SERVICES**

**INTRODUCTION**

The Pittsburg, and Stewartstown School Districts within SAU #7 are requesting individual proposals from qualified architectural/engineering firms (A/E) capable of providing a complete evaluation and assessment of each School District's HVAC system including individual units. The selected A/E firm shall be required to develop recommendation for improvements and upgrades and recommendations for improvement for energy efficiency. You are invited to submit proposals in accordance with this RFP. These projects are contingent upon approval of funding.

The School Districts are seeking federal funding to pay for the work. Should the School Districts obtain federal funding the selected A/E will be required to comply with all applicable federal contract requirements.

To be considered, proposals must include an original copy and one digital copy on a thumb drive with each page initialed by the A/E, sent in a sealed envelope marked "RFP- Engineering Services" to SAU #7, Attn: Cheryl Covill, Business Administrator 21 Academy Street, Colebrook, NH 03576 by May 2, 2022.

The School Districts reserve the right at their sole discretion to reject any and all proposals, wholly or in part, to waive any informalities or irregularities therein, to accept any proposal even though it may not be the lowest proposal, to call for submission of new proposals, to negotiate with any company and/or individual submitting a proposal on all items in the proposal, or any combination of items in one or more proposals, and to enter into an agreement with the proposer whom the individual School Districts in their sole and absolute judgment determine is in the best interest of the individual School District even though the proposer may not have submitted the lowest proposal.

The School Districts will not reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Proposals sent by fax or e-mail will not be considered.

All proposals are governmental records under the Right-to-Know Law. The School Districts will not accept proposals marked confidential in whole or in part.

During the evaluation process the School Districts reserve the right to request additional information or clarifications from proposers. At the discretion of the School Districts, proposers may be requested to make oral presentations as part of the evaluation process.

All ideas, designs, concepts, or information in a proposal regardless of whether that proposal was selected, shall be the property of the School Districts and shall hereinafter be used by the School Districts in their sole discretion.

The School Districts shall own all instruments of service. Submission of a proposal indicates acceptance of the conditions contained in this RFP.

Please call SAU #7 to schedule a viewing of the facility. For questions contact Cheryl Covill, Business Administrator at (603) 237-5571.

**DESCRIPTION OF SCHOOL DISTRICTS**

The School Districts within SAU #7 serve students from grades pre-K through twelve. SAU #7 is comprised of three individual School Districts. The schools are:

Pittsburg School	12 School St	Pittsburg, NH
Stewartstown Community School	60 School St	W Stewartstown, NH

**PRELIMINARY NEEDS ASSESSMENT:**

HVAC equipment replacement/upgrade program to include an alternative proposal for air cooling methods.

- o To maximum energy savings and increase air quality.
- o Existing Equipment is over 20 years old

The following is a list of key dates up to and including the date proposals are to be submitted:

Request for Proposals issued	April 5, 2022
Site visit (recommended)	
Questions submitted	April 28, 2022 at 3:00 p.m.
Due date for Proposal	May 2, 2022 at 2:00pm

**SCOPE OF SERVICES**

The selected A/E firm shall provide a complete evaluation and assessment of the HVAC system including individual units. Suggested recommendation to improve efficiency and air flow.

The A/E will utilize its skill and knowledge of design and construction to provide for, but be limited to:

1. Assist the School Districts in the selection of testing or other specialty consultants when required during the project.
2. Evaluate all construction options technically, in terms of costs, and with regard to movement of staff logistics for minimum operational disruptions.
3. Advise the School Districts on the conceptual design and prepare cost estimates of the design.
4. Conform to the School Districts' procedures for conduct for construction projects, observe all applicable laws, rules and regulations including competitive bidding requirements and labor law requirements.

## **DESIGN GUIDELINES**

The A/E shall:

1. Integrate sustainable principles/design into the School Districts' projects.
2. Apply standards promoting Energy & Environmental Design or comparable sustainability program/certification.
3. Integrate the School Districts' vision for learning facilitation and technology into the design of all projects.
- 4.

## **INSURANCE AND INDEMNIFICATION REQUIREMENTS**

A/E will be required to provide general liability, workers compensation, automobile liability, and professional liability insurance in a form and amounts acceptable to the School Districts and shall name the School Districts and SAU #7 as additional insureds on all required policies except the professional liability policy. The policies shall provide that they cannot be cancelled without thirty (30) days written notice to the School Districts and SAU #7.

To the fullest extent permitted by law, A/E shall protect, indemnify, save, defend and hold harmless SAU #7, the School Districts, including their Boards, officials, agents, volunteers and employees ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of the Agreement or the activities of A/E or its agents, employees, contractors or subcontractors, and even if caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.

In addition, and regardless of respective fault, A/E shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that A/E's officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

A/E's obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of the Agreement.

SAU #7 and the School Districts shall not be required to defend or indemnify A/E, any subcontractor or any professional service provider.

## **PROPOSAL REQUIREMENTS**

The response should demonstrate the qualifications, competence and capacity of the firm seeking to provide architectural/engineering services, and the specific staff the firm intends to assign to the School Districts projects with a concise description of the A/E firm's capabilities to satisfy the requirements of the RFP.

The District will use ESSER funds for this project. The successful Bidder will, therefore, be required to enter into a contract with the District that complies with federal grant and U.S. Department of Education and New Hampshire Department of Education requirements for ESSER funds. As applicable, those requirements include compliance with:

1. Davis-Bacon and related Acts (2 CFR Part 200 Appendix II(D));
2. Clean Water Act and Federal Water Pollution Control Act (2 CFR Part 200, Appendix II(G));
3. Equal Employment Opportunity requirements (2 CFR Part 200, Appendix II(C));
4. Contract Work Hours and Safety Standards Act (2 CFR Part 200, Appendix II(E));
5. Debarment and Suspension (2 CFR Part 200, Appendix II(H));
6. Byrd Anti-Lobbying Amendment (2 CFR Part 200, Appendix II(I));
7. Solid Waste Disposal Act (2 CFR Part 200, Appendix II(J));
8. Buy-American Act (2 CFR Part 200, Appendix II(L));
9. Domestic Preference for Procurements (2 CFR Part 200.322). The successful Bidder 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 must be included in all subawards including all contracts and purchase orders for work or products under the contract;
10. Affirmative steps to contract with small and minority businesses, women's business enterprises, and labor surplus area firms (2 CFR 200.321). The successful Bidder must take the following affirmative steps for all subcontracts:
  - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential resources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- (4) Establishing delivery schedules, where the requirement permits, which encourages participation by small and minority businesses, and women's business enterprises; and
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
11. Other Federal Contract Requirements. Any other required federal contract provisions not explicitly mentioned in this RFP shall be incorporated into and made a part of the contract.

The contract must also include termination for cause and convenience provisions (2 CFR Part 200, Appendix II(B)) and provisions that address administrative and legal remedies for the Bidder's breach of contract and provide sanctions and liquidated damages as appropriate (2 CFR Part 200, Appendix II(A)).

### **SUBMISSION OF PROPOSAL**

Proposers must submit their proposals on or before 2:00 pm on May 2, 2022. No late submissions will be accepted. Proposals must be fully sealed. The entire responding proposal to the request shall be placed in a sealed envelope marked "RFP-Architectural & Engineering Services". All proposals must be sent to the Business Administrator, SAU 7, 21 Academy St. Colebrook, NH 03576

### **A/E PROFILE**

Proposers shall include the following minimum information in their proposal:

1. General qualification: describe the general qualifications of A/E.
2. Special qualifications: describe any special or unique qualifications of A/E as they relate to this project.
3. Previous experience: provide a list of clients, including name, address, contact person and telephone number for whom similar or related design services have been provided in the last ten (10) years. Include a short description of the projects, the name of the project manager and the general contractor.
4. Describe experience with energy efficient design.
5. Describe experience retrofitting/renovating/upgrading buildings.
6. Provide a fee proposal. Fees shall include ALL meetings needed to successfully complete the assessment and evaluation phase of this project, and all reimbursable costs.
7. Provide a description of any possible additional related costs and/or fees (not

included in your base fee) that the district might incur as a result of this design process.

8. Provide a description of monthly status reports, e.g., project timeline, deliverables, costs incurred to date, and costs to project timeline.
9. Provide a list of all claims, litigation, disciplinary actions, administrative proceedings, arbitrations, or mediations your firm and/or individuals in the firm and other firms who will be collaborating with A/E are presently involved or have been involved in the past ten (10) years. Detailed information including the client names, project description, and an explanation of the circumstances surrounding the situation must be provided.
10. Each firm and/or individual is encouraged to provide any additional information or description of resources the firm feels is pertinent to this RFP. The inclusion of a brochure is acceptable.

### **EVALUATION OF PROPOSALS**

The School Districts will evaluate the responses based on the information supplied by the A/E. Criteria for evaluation will include:

- Conciseness, responsiveness, and completeness of the proposal to the information requested, objectives, and deliverables as outlined in the RFP.
- Fee Proposal/Cost: Overall fee/billing rates.
- Prior experience, qualifications, references, past performance of A/E.
- Experience with energy efficiency
- Level of innovation.

At the School Districts' discretion, to further assist in evaluation, some, one, or all of the responding A/E's and/or individuals may be requested to participate in an interview process. The interview will be used as another opportunity to clarify any issues within a given proposal and explore the approaches that may be used to satisfy all requirements for the School Districts.

The School Districts may also consider alternative proposals to provide A/E services if there is an opportunity for substantive savings (without affecting the project quality) and other significant benefits (to be clearly articulated by the proposer and be measurable) accruing to the School Districts.

Selection will be based upon a determination as to which proposal is in the best interest of the School Districts even if A/E does not submit the lowest fees and costs.

### **AWARD AND AGREEMENT**

Upon completion of the selection process the School Districts will notify all respondents of the selection and the successful A/E shall enter into the AIA B101-2017 as modified by the School Districts. The selection of A/E is conditioned upon A/E signing the modified AIA B101-2017. If A/E does not sign the contract within ten (10) days of its selection, the School Districts may withdraw their offers to A/E and select an alternative A/E.

The School Districts may at any time terminate the services and/or contract with A/E for the School Districts' convenience and without cause. In case of any termination by the School Districts, A/E shall be entitled to receive payment from the School Districts limited to actual documented expenses of A/E as of the termination date as its sole remedy. In no event will the School Districts be responsible for lost profits, compensatory or other consequential damages.

**QUESTIONS**

Any questions concerning this RFP must be submitted on or before April 28, 2022 3:00 pm to Cheryl Covill, Business Administrator.