

Artesia Public Schools
HVAC Services
2024-2028

January 22, 2024

Invitation to Bid

Notice is hereby given that the Artesia Board of Education is seeking sealed bids for "HVAC Services ". Bid documents may be obtained by contacting Mr. Clint Taylor at ctaylor@bulldogs.org. Bids will be received by the Artesia Public Schools at the Administration Office, 301 Bulldog Boulevard, Artesia, New Mexico on or before Friday, March 8, 2024, at 2:00 PM local time at which time the bids will be opened and read aloud. Bids received after 2:00 PM will be marked "nonresponsive" and returned to the bidder unopened.

Bids should be sealed in an envelope bearing the name of the contractor and marked:
HVAC Services Bid 2024-2028

Instructions to Bidders

All bids shall be submitted on the form as issued by the Artesia Public Schools, and same shall be filled out in its entirety. Changes or alterations to the form(s) will automatically cause the bid to be rejected.

Bidders are required to furnish a minimum of two letters of reference. Bidder should ensure the letters of reference clearly communicate the agent's name, address, and business phone number.

The **successful** bidder will be required to furnish a Certificate of Liability Insurance naming the Artesia Public Schools as a Certificate Holder, and a copy of the bidder's W-9.

It is the responsibility of each bidder before submitting a bid to examine thoroughly the contract documents and other required criteria identified in the bidding documents; to visit the site(s) to become familiar with the general, local and site conditions of the buildings and all systems, elements and equipment that may affect cost, progress and performance of this inspection and maintenance contract. ; to consider federal, state and local laws and regulations that may affect cost, progress, and performance or furnishing of the work; to study and carefully correlate bidder's knowledge and observations with the contract documents and such other related data; and to promptly notify owner in writing of all conflicts, errors, ambiguities or discrepancies which bidder has discovered in or between the contract documents and such other related documents.

Interpretations or clarifications considered necessary by the owner in response to written questions will be issued by addenda mailed or delivered to all parties recorded by the owner and bidder as having received the bidding documents. Questions received less than four (4) days prior to the date for opening of bids may not be answered.

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General Terms and Conditions

The Artesia Public Schools reserves the right to reject any or all bids, including without limitation, the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional bids and to reject the bid of any bidder if owner believes that would not be in the best interest of the Artesia Public Schools to make an award to bidder, whether because the bid is not responsible or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the owner.

The New Mexico Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

Specifications

See the "HVAC Services Contract 2024-2025" as well as "HVAC Equipment List January 1, 2024" and finally "Scope and Schedule for HVAC Preventative Maintenance 2024-2028" which are included within this bid packet.

Evaluation Criteria and Award

In evaluating bids, the owner will consider the qualifications of bidders, compliance with the prescribed bid requirements, bid price and other data, as may be requested in the bid documents.

Owner may conduct such investigations as owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of bidders to perform and furnish the work in accordance with representation by bidder that bidder has complied with every requirement of the bidding documents, that without exception the bid is premised upon performing and furnishing the work required by the contract documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown or indicated or expressly required by the contract documents, that bidder has given the owner written notice of all conflicts, errors, ambiguities and discrepancies that bidder has discovered in the contract documents and the written resolutions thereof by the owner is acceptable to bidder, and that the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work.

It is the intent of the owner to award the bid to one contractor for the work described in these bidding documents. The contractor shall be considered an independent contractor and may not be an employee of the Artesia Public Schools.

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Preference will be given to Resident New Mexico and Veteran bidders who provide a copy of their certificate with their bid packet and enter their certificate number on the proposal form. Preference will be given pursuant to 13-1-21 and 13-4-2 NMSA 1978.

Award will be made to the bidder who meets the requirements and qualifications of the bid documents and submits the lowest responsive bid. The lowest bid will be determined by utilizing the following method:

"Preventative Maintenance" (Lump Sum / Excluding NMGRT)				= _____
+				
"Regular Hourly Rate" for a "Certified HVAC Technician"	X	1,040 hours		= _____
+				
"Mark-up on Parts/Equipment less than \$500.00"	X	\$26,000.00		= _____
+				
"Mark-up on Parts/Equipment more than \$500.00"	X	\$52,000.00		= _____
		TOTAL		= _____

Contractual Terms and Conditions

The contract period will be for one year with the opportunity to extend the contract for an additional three years. The first contract year will begin on July 1, 2024, and end on June 30, 2025. An evaluation of performance will be conducted by the Artesia Public Schools within three months of the expiration of each year's contract. This Multi-Term Contract will be pursuant to 13-1-150 NMSA 1978.

Bidder shall fully inform himself of the details of the contract by reviewing the "HVAC Services Contract" which has been enclosed within this bid packet.

Artesia Public Schools
Scope and Schedule for HVAC "Preventative" Maintenance
2024-2028

Summer (June-August)

Replace filters
Measure freon levels and fill as needed
Blow out condensate drains and clean pans
Check supply and return air temperatures
Lubricate all motors and non-sealed moving parts
Inspect and replace belts as needed
Clean & sanitize ice machine condensers and ice tubs

Fall (September – November)

Replace filters
Blow out condensate drain and clean pan
Inspect adjust ignition and burner assembly (Gas)
Inspect heat exchanger (Gas)
Sequence electric heat, check AMP draw (Electric)
Inspect and adjust indoor blower components
Tighten electrical connections
Check thermostat operation
Cycle Heating and Cooling
Check outside air economizer (If applicable)

Winter (December – February)

Replace filters
Blow out condensate drain and clean pan
Lubricate all motors and non-sealed moving parts
Inspect and replace belts as needed
Cycle Heating and Cooling
Inspect adjust ignition and burner assembly (Gas)
Inspect heat exchanger (Gas)
Clean & sanitize ice machine condensers and ice tubs

Spring (March – May)

Replace filters
Blow out condensate drain and clean pan
Measure freon levels and fill as needed
Check supply and return air temperatures
Tighten electrical connections
Check thermostat operation
Wash condenser coil
Visually inspect for Refrigerant Leaks
Inspect electrical disconnect for proper operation
Measure and record Volts/AMPS on Motors
Inspect safety controls (If applicable)

**Artesia Public Schools
HVAC Services Contract
July 1st, 2024, through June 30th, 2025**

1st Contract

General Scope of Work

Contractor will inspect, maintain, calibrate, and repair all the HVAC equipment and systems, including air handlers, all pneumatic controls, air compressors, and ice machines which are listed on the "HVAC Equipment List" dated "February 12, 2021".

The scope of work shall include the necessary labor, materials, parts, tools, and test equipment to complete annual and operational inspection tasks listed on the "Scope and Schedule for HVAC Preventative Maintenance 2021-2024". It shall also include the labor and material to repair any defective component being serviced under this agreement.

Service needs arise many times throughout the year. Service response time will be (30) thirty minutes from the time the first call originates. Services calls will be made primarily by the Director of Maintenance, Mr. Scott Simer. On occasion a service may be originated by the Assistant Superintendent of Operations.

Detailed Scope of Work

A. The contractor must complete an initial inspection of all units by July 31st of each year. **An initial conditions report shall include:**

1. A verification of the equipment on the "HVAC Equipment List" dated "February 12, 2021", and addition of any equipment not listed.
2. Notification to the owner in writing of any equipment covered by this agreement, which is inoperative, defective or in need of repair. Written notice shall include the cost of labor and materials to make equipment operative. At the owner's written directive, the contractor may repair or replace defective component. If the owner forges the repair, the defective component will not have to be serviced under this agreement. If the owner elects to have the repairs/replacement done by others, the service of the components will commence upon said repair. The HVAC equipment list shall be modified to reflect any other equipment identified during the initial inspection or any equipment changes due to repairs.

B. The contractor shall provide scheduled "preventative" maintenance as outlined on the attached "Scope and Schedule of HVAC Preventative Maintenance 2024-2028". To be in compliance with the specifications, each procedure must be performed on each applicable piece of equipment at the frequency communicated.

C. A scheduled "preventative" maintenance report shall be provided for each maintenance visit. The report shall show all pieces of equipment to be worked on and which procedures are to be done that visit. **When all tasks have been completed, it must be signed by the owner's representative and a copy supplied to the Director of Maintenance and Assistant Superintendent for Operations.**

D. A repair record will be made out for each instance of repair or call out service. The record will show nature of call, repairs made, material used, and labor used. Each repair record must be signed by the owner representative and a copy left with owner.

- E. The contractor shall prepare a monthly report which is submitted with the monthly billing to include:
1. A summary of all "preventative" maintenance tasks performed during the month by individual piece of equipment and location.
 2. A summary of all repairs made during the month, by individual piece of equipment and location.
 3. A task list of all "preventative" maintenance to be performed the following month.
- F. The contractor will organize and maintain the following information and documentation for the owner. Any equipment added or replaced during the maintenance contract agreement shall be added to this documentation.
1. Equipment List: Continuously updated list of all equipment located at the job site, including owner identification, manufacturer, model number, its current condition, and all associated information, such as Fan HP's, voltages, belt sizes and quantities, bearing sizes, and filter sizes and quantities.
 2. Equipment Literature Library: Maintain available manufacturer materials.
 3. Equipment Maintenance and Repair History: By piece of equipment, record all scheduled maintenance performed and repairs completed, by month and year-to-date. Include equipment name, descriptions of work and parts replaced.
- Note:** The equipment list and maintenance and repair history shall be maintained regularly, stored in a ring-binder (or as agreed on with owner) and reviewed with the owner on a quarterly basis.

Contractor's Responsibilities

- A. The contractor shall use trained technicians directly employed and supervised by him. Subcontractors will not be allowed. The service technicians must be qualified to fully understand and keep the equipment properly maintained and operational. The contractor must provide the owner with a copy of the mechanical certifications of all his employees before work can begin. The contractor must provide the owner with copies of employee certifications as employees change and/or their certifications change. **Note: contractor must possess certifications for "Mitsubishi VRF Systems" as well as "Geothermal Systems".**
- B. The contractor is responsible for providing all the tools and equipment necessary to perform the work. The district will not pay for rental equipment which the district considers normal necessary equipment for fulfilling the work within this contract.
- C. The contractor shall acquire and have in his possession the manufacturer's inspection, maintenance, and repair procedures, and complete parts list for all equipment to be maintained.
- D. The contractor or his representative shall report to the owner representative (maintenance supervisor/principal) upon arriving and again upon leaving for every preventative maintenance, inspection, or repair call. One individual shall be responsible for reporting the number of men working on the job in a daily basis and for completion and submission reports.
- E. The contractor will repair or replace worn parts within tolerance of factory-made parts of the original manufacturer. The contractor will certify and/or guarantee that all parts he or any of his representatives replace are the proper parts and necessary to insure the proper functioning of all heating and air conditioning equipment and controls. In the event the replaced part does not correct the malfunction or return the system to the proper operating condition, the owner, upon proof that the replaced part was not the proper part, will back charge the contractor the total amount for such service. **Note:** The purchase of parts and/or equipment which will cost in excess of \$500.00 must be submitted to the Artesia Public Schools for approval prior to being purchased.

F. The contractor shall render priority service to this owner to perform all emergency and ordinary services as a condition of this contract.

G. The contractor shall advise the owner of work outside the scope of this agreement that needs to be done (defective or damaged wiring, power wiring, renovations, and alterations to improve the system.) This shall be done in writing. Advisement, assistance in problem solving, and identification of work outside the scope of the contract will be considered to be part of the scope of work of this contract.

H. Work identified in writing as beyond the scope of work of this contract will be considered as an extra to the original contract if approved by the owner. All work outside the scope of this agreement must have prior approval of the owner before the work begins. If owner authorizes such work, a warranty for said work and equipment must be provided.

I. The contractor shall not discriminate against any person or group of persons on the grounds of race, creed or color, or national origin in any manner. Applicable sections of the state and federal laws shall apply to all contracts agreed into in connection with this work.

J. The contractor shall maintain a warehouse, within 50 miles of Artesia, fully stocked with repair and replacement parts.

K. If for some unknown reason or reasons, equipment must be shut down for an extended period, the owner shall be notified immediately of the delay and the measures being taken to put equipment back in service.

L. The contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of work as shown or specified.

M. All planned, "preventative" maintenance service work under these specifications shall be performed during the regular working hours of the regular working day 7:00 AM – 5:00 PM Monday – Friday).

N. The Artesia Schools maintains an asbestos management plan for their facilities. Asbestos containing materials have been identified by the Artesia Schools. The contractor should be familiar with the plan and notify the owner if disturbances of asbestos containing materials is necessary.

Emergency Service

This agreement includes emergency service twenty-four hours per day, seven days per week, including holidays. Such service of this nature that may be required to keep the system in proper working operation shall be provided within thirty (30) minutes from the time such call originates. Failure to provide such service within the time stipulated may result in termination of this contract.

The cost to perform emergency service outside the regular working hours of 7:00 AM – 5:00 PM, Monday through Friday, will be billed to the owner at the hourly rate indicated on the price proposal.

Owner's Responsibility

A. Damage due to vandalism will cause the owner to reimburse the contractor for replacement parts used plus the labor necessary to install the parts. Work to be done only after Owner's approval.

B. The owner shall immediately notify the contractor of any unusual operating conditions associated with the equipment protected by this agreement. Notification shall be made once owner has become aware that any unusual operating conditions exist. Contractor will be responsible for determining the severity of the problem and responding accordingly.

C. It is agreed that the owner will provide access to all devices which are to be serviced. The contractor shall be free to start and stop all primary equipment incidental to the operation of the mechanical system(s) as arranged with and directed by the owner, (maintenance/principal).

D. The owner shall have the authority to remove from the building and job site any employee of the contractor who shall be found incompetent or, if any way, detrimental to the best interest of the work.

E. Contractor shall, after the initial inspection, advise the owner of any equipment covered by this agreement which is inoperative or in need of repair. Upon request of the owner, the contractor may maintain such equipment, but only with the understanding that the owner shall be responsible for all repairs or replacements.

F. The contractor shall not be liable for any loss, delay, injury, or damage, whether direct or consequential, that may be caused by conditions beyond the contractor's direct control, including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, riot, civil commotion, war, malicious mischief, floods, and other acts of God. The following items, pertaining to the system, are not included under this agreement:

1. The replacement or repair of non-moving parts of heating, cooling, and ventilating equipment, such as fan duct work, coils, boiler shells, etc.

G. Maintenance or repair of electrical wiring, drains, plumbing, gas lines, and domestic water lines. Control boxes, terminals, and starters, directly related to equipment operations, compressors, condenser motor, fan motors, solenoids, reversing valves, pulleys and bearings are included.

Insurance

The contractor shall procure and maintain at the contractor's expense insurance of all kinds and in the amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in New Mexico and shall cover all operations under the contract, whether performed by the contractor, the contractor's agents or employees or by subcontractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment and employees, agents and subcontractors there from.

A. Public Liability and Automobile Liability Insurance.

1. General Liability: Bodily injury liability and property damage liability insurance applicable in full to the subject project shall be provided in the following minimum amounts:

Bodily Injury Liability: \$1,000,000 each person; \$1,000,000 each occurrence (Annual Aggregate)

Property Damage Liability: \$1,000,000 each occurrence (annual aggregate)

- B. The policy to provide this insurance is to be written on a comprehensive general liability form or commercial general liability form which must include the following:
1. Coverage for liability arising out of the operation of independent contractors.
 2. Completed operation coverage.
 3. Attachment of the broad form comprehensive general liability endorsement.
- C. In the event that a form of work next to an existing building or structure is a required part of the contract, the contractor's insurance must include coverage for injury to or destruction of property arising out of:
1. The collapse of or structural injury to buildings or structure due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving shoring, underpinning, razing of demolition of buildings or structures or removal or rebuilding of structural supports thereof.
- D. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection there with below the surface of the ground, if such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging or drilling, or to injury to or destruction of property at any time resulting there from.
1. Automobile liability insurance coverage for the contractor (whether included in the policy providing general liability insurance or in a separate policy) must provide liability for the ownership, operation, and maintenance of owned, non-owned and hired cars. The limits of liability insurance shall be provided in the following amounts:
 - Bodily Injury Liability:
 - \$1,000,000 each person;
 - \$1,000,000 each occurrence (annual aggregate).
 - Property Damage Liability:
 - \$1,000,000 each occurrence (annual aggregate).
- E. Worker's Compensation Insurance. The contractors shall also carry worker's compensation insurance or otherwise fully comply with the provision of the New Mexico workmen's compensation act and occupational disease disablement law. If the contractor is an "owner-operator" of such equipment, it is agreed that the Artesia School District assumes no responsibility, financial or otherwise, for any injuries sustained by the "owner-operator" during the performance of said contract.
- F. Certificate of insurance/department as additional insured. The contractor being awarded the contract/price agreement shall furnish evidence of contractor's insurance coverage by a certificate of insurance. The certificate of insurance shall be submitted prior to award of the contract/price agreement.
1. The contractor shall have the Artesia Public Schools named as an additional insured on the comprehensive general liability form or commercial general liability form furnished by the contractor pursuant to paragraph (A) 1, of this subsection.
 2. The certificate of insurance shall state that the coverage provided under the policy is primary over any other valid and collectible insurance.

3. The certificate of insurance shall also indicate compliance with these specifications and shall certify that the coverage shall not be changed, canceled, or allowed to lapse without giving the owner thirty (30) days written notice.
 4. Also, a certificate of insurance shall be furnished to the owner on renewal of a policy or policies as necessary during the terms of the contract. The owner shall not issue a notice to proceed until such time as the above requirements have been met.
- G. **Umbrella Coverage.** The insurance limits cited in the above paragraphs are minimum limits. This specification is in no way intended to define what constitutes adequate insurance coverage for individual contractor. The owner will recognize following form excess coverage (umbrella) as meeting the requirements of subsection (A) 1.A. of section, should such insurance otherwise meet all requirements of such subsections.
- H. **Other required insurance.** The contractor shall procure and maintain, when required by the owner, form and types of Bailee Insurance such as, but not limited to builder's risk insurance, contractor's equipment insurance, Rigger's Liability Proper Insurance, etc. in an amount to protect the owner against claims, losses and expenses arising from the damage, disappearance or destruction of property of others in the care, custody or control of the contractor, including property of others being installed, erected or worked upon by the contractor, his agents of subcontractors.

Default

The contractor will be in default of the contract if the contractor:

- A. Fails to begin the work under the contract within the time specified in the contract, or;
- B. Fails to perform the work with sufficient supervision, workmen, equipment or materials to assure the prompt completion of said work, or;
- C. Performs the work unsuitably or neglects or refuses to remove materials or to perform new such work as may be rejected as unacceptable and unsuitable, or;
- D. Discontinues the prosecution of the work, or;
- E. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or;
- F. Becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency, or;
- G. For any other cause, except as provided in the contract, fails to carry on the work in an acceptable manner.

Upon the default of the contractor, the owner may undertake to complete the work with its own forces or may procure a completing contractor to finish the work. All costs and charges thereby incurred by the owner, together with the cost of completing the work under the contract, will be deducted from funds which are due or may become due the defaulting contractor.

Payment for Services

Contractor shall invoice the owner bi-monthly for services and parts. Invoices should contain the exact dates of service and list the building name and brief description of location within the building or grounds. The Contractor will invoice the owner based on the prices submitted for services and parts as listed on the contractor's price proposal. The Contractor will charge the owner for 1/24 of the lump sum "preventative maintenance" cost on each bi-monthly invoice. Invoices for work not included in this contract, and approved by the owner, shall coincide with the performance of the work, and will be submitted as a separate charge upon the completion of the service. Payment for services performed will be initiated upon final acceptance of inspection of work.

Final Conditions

- A. HVAC services workmanship and parts are warranted by the contractor for one year from the exact date the services are rendered and/or parts are installed. Contractor agrees to remedy a problem that arises with the exact services or parts, at no cost to the district.
- B. Contractor shall indemnify and hold harmless the District, its officers and employees, against liability, claims, damages losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, contractor's and/or its employees own negligent acts or omissions while contractor, and/or its employees performs or fails to perform its obligations and duties under the terms and conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the tort claims act (section 41-4-1 and section 56-7-1, NMSA 1978, ET SEQ.) and any amendments thereto. It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury or injuries to person(s), damage(s) to property or properties and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
- C. The prices quoted on this contract represent the compensation to be paid by the Artesia Public Schools for goods and/or services provided. It is understood that the contractor providing said goods and/or services to the Artesia Public Schools is responsible for payment of all permits, licenses, fees, and any other items necessary to complete the work provided. The prices listed on this contract **do not** include State Gross Receipts or local tax. Tax shall be added to invoice, on service only, at current rates as a separate item to be paid by users.
- D. At the sole discretion of the Artesia Public Schools, provided Successful Bidder has provided services satisfactorily to the Board of Education of the Artesia Public Schools, this contract may be continued for up to two successive one-year terms. The Artesia Public Schools will notify the Contractor of intent to renew for continued service by **May 1st** prior to commencement of the next contract year. Any increase in the "services" price during the renewal term shall not exceed three (3%) percent. The "mark-up" price for parts may not be changed during any term.
- E. This agreement may be terminated by either party upon not less than thirty days written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination.

Preventative Maintenance (Lump Sum / Excluding NMGR)	\$ _____
Regular Hourly Rate for Certified HVAC Technician (Monday through Friday 7:00 AM - 5:00 PM)	\$ _____
Regular Hourly Rate for HVAC Technician Helper	\$ _____
Emergency Hourly Rate for Certified HVAC Technician (Weekends, Holidays, after 5:00 PM)	\$ _____
Emergency Hourly Rate for HVAC Technician Helper	\$ _____
Mark-up on Parts/Equipment less than \$500.00	_____
Mark-up on Parts/Equipment more than \$500.00	_____

Business Name	Physical Address	Mailing Address (If Different)
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Business Phone Number	Agent's Mobile Number
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Business Fax	Agent's E-mail
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New Mexico Contractor's License Number

Billing Address for APS:
Artesia Public Schools
301 Bulldog Boulevard
Artesia, NM 88210

_____ Signature of Contractor's Agent	_____ Signature of APS Assistant Superintendent
_____ Date	_____ Date

Distribution of Contract to:
Artesia Public Schools (Copy of Original)
Contractor (Original)