

City of Portsmouth
Portsmouth, New Hampshire
Public Works Department

REQUEST FOR PROPOSAL

Sealed Request for proposals, **plainly marked RFP #05-09 “Electrical Repair Services Contract” on the outside of the mailing envelope as well as the sealed envelope**, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until 2:00 p.m. August 8, 2008.

The City of Portsmouth is soliciting proposals from Licensed Electricians that are experienced in electrical repairs/services to commercial, industrial, and residential facilities.

If you have any questions or would like to obtain the Request for Proposal specifications, you may call the Purchasing Coordinator at 603-610-7227, or visit the Finance/Purchasing Department on the third floor at the above address. **Continue below for the complete bid.**

The City of Portsmouth reserves the right to reject any or all Proposals, to waive technical or legal deficiencies, and to accept any Proposal that it may deem to be in the best interest of the City.

Scope of Work

The Licensed Electrician (hereafter referred to as Contractor) will be required to perform services specified herein. The successful contractor will be expected to enter into a service contract with the City of Portsmouth, consistent with the terms of this Request for Proposal (RFP) and Contractor's submitted Proposal.

During the course of a year the Public Works Department requires electrical repair services for its municipal facilities. Some work is of a scheduled nature and other work is of an emergency nature.

Service shall be provided by the contractor on an as needed basis. By seeking proposals from contractors, the City does not represent that it will utilize the successful Contractor's services any guaranteed number of times over the course of the year.

As part of the service contract, Contractor will be required to meet the Insurance Requirements included with this RFP.

The Contractor agrees to be the city's Electrical Contractor for maintenance work on municipal facilities including industrial electrical work, commercial work, and motors and motor controls.

The Contractor understands that any job, including material and labor, exceeding five thousand dollars (\$5000.00) shall be submitted to the Purchasing Agent for review. The City reserves the right to place out to bid, or solicit quotes from other vendors for any job that is estimated to go over this amount.

The Contractor must comply with all local and State laws, rules and regulations for an electrician and possess a valid State of New Hampshire Master Electrician's License.

The City of Portsmouth prefers that the Contractor be on call on a 24-hour basis for any emergency that may occur. Response time to emergencies and routine requests is expected to be timely and proposals will be reviewed based in part on the Contractor's ability to provide 24-hours service and by firm commitments to respond timely to both scheduled and emergency situations.

It shall be the responsibility of the Contractor to supply all necessary tools and equipment to perform the work as requested to the extent electrical supplies, materials, and parts are required to perform the work. The Contractor shall be responsible for obtaining such supplies, materials and parts if not provided by the City of Portsmouth. Such supplies, materials and parts shall be of good quality and the cost of such shall be billed as reflected in the bid document.

The City of Portsmouth shall retain the right to terminate this Contract with seven- (7) day's notice should the Contractor fail to perform work in a workman like manner or perform the work within the demands and time constraints established by the City of Portsmouth. Failure to maintain a valid Electricians License and/or to maintain insurance coverage is grounds for

immediate termination of the Contract. The City reserves the right to utilize another electrician if contractor fails to respond timely to an emergency,

Contractor shall invoice the City within 30 days of a completed service call. The City shall make payment within 30 days of receipt of invoice.

Contractor will be required to indemnify the City against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorney's fees) arising in any way out of the Contractor's performance or non-performance of its obligations under the Service Contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorney's fees, and will satisfy any judgment rendered against Owner in such action.

SUBMITTAL REQUIREMENTS: Proposals shall include the following:

1. Completed Statement of Qualifications, included in this document;
2. At least three (3) references, including current contact name and phone number for similar contracts;
3. Completed Proposal Form, included in this document; and
4. Copy of electrician's license of all electricians who may be assigned this work.

Contractor may submit such additional information as it deems necessary or helpful to the City 's evaluation process.

EVALUATION CRITERIA: Proposals will be evaluated using the following criteria:

1. Qualifications of contractor's electricians;
2. Contractor's reputation for timely, quality performance;
3. Rates;
4. Contractor's willingness to commitments to timely service; and
5. Ability to provide 24-hour emergency service;

By submitting a proposal, the Contractor authorizes the City to undertake such investigation as may be necessary to verify the Contractor's qualifications and reputation. The Contractor may be requested to execute a release(s) in favor of third parties who have information relative to the Contractor's qualifications and reputation. Refusal to execute a release may result in disqualification.

The City, at its discretion, may select a contractor outright or select a finalist(s) for in-person and/or telephone interviews.

LENGTH OF SERVICE CONTRACT: The Service Contract will remain in effect until one year from the date of award. Upon the mutual agreement of both parties, the Service Contract may be renewed in one year increments at the rates submitted in the proposal for a total period not to exceed three (3) years.

SELECTION: Upon selection, the contractor will receive a service contract and will be expected to execute the contract within 10 business days of receipt.

The City of Portsmouth reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of the City.

STATEMENT OF QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets if necessary. **This statement to be submitted with Proposal.**

1. Name of Contractor

2. Permanent Main Office Address

3. Form of Entity

4. When Organized

5. Where Organized

6. How many years have you been engaged in the Electrical Repair business under your present name; also state names and dates of previous firm names, if any.

7. In the last five years, has Contractor ever been terminated from a contract or project?
 ____ (no) ____ (yes). If so, where and why?

8. In the last five years, has Contractor ever been a party to litigation related to the quality or timeliness of Contractor's work?
 ____ (no) ____ (yes). If so, where and why?

9. Please identify the number of licensed electricians and helpers available to work on this contract?
 ____ No. of electricians ____ No. of helpers

10. List the most important contracts entered into by Contractor in the last year (identify contracting party and term of contract).

STATEMENT OF QUALIFICATIONS (continued)

11. List your key personnel available for this contract.

The City of Portsmouth reserves the right to request from finalist(s) the latest financial statements as well as to request such additional information as may be reasonably necessary to determine whether the Contractor should be awarded the service contract.

Dated this _____ day of _____, 2008.

Name of Contractor _____

BY _____

TITLE _____

State of _____

County of _____

_____ being duly sworn, deposes and

says that the Contractor is _____ of _____
(Name of Organization)

and answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this ____ day of _____, 20__.

Notary of Public

My Commission

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
each occurrence and general aggregate
- B) Automobile and Truck Liability:
Bodily Injury or Property Damage -- \$1,000,000
each occurrence and general aggregate

Comprehensive General Liability coverage and Automobile and Truck Liability coverage may be met with a combination of coverage including excess and umbrella liability coverage.

TYPES OF INSURANCE FOR CONTRACTOR

Purchase and maintain the following types of insurance:

- A) Full Workers Comprehensive Insurance coverage for all people employed by the contractor to perform work on this project. This insurance shall be the amount of \$500,000 for each accident illness or disease or such other amount that may be required by the most current laws of the State of New Hampshire, whichever is greater.
- B) Comprehensive General Liability Insurance covering bodily injuries and property damage shall also include coverage for:
 - 1) Injury to or destruction of wires, pipes, conduits, and similar property located below the surface of the ground, whether public or private;
 - 2) Collapse of or structural injury to any building or structure except those on which work under this Contract is being performed;
 - 3) Contractual liabilities related to bodily injury and property damage.
- C) Automobile and Truck Liability covering bodily injury and property damage covering the operation of all motor vehicles and equipment, whether or not owned by the Contractor, being operated in connection with the prosecution of the work under this Contract.
- D) Product and Completed Operations coverage to be included in the amounts specified above for Comprehensive General Liability.

EVIDENCE OF INSURANCE

As evidence of insurance coverage, the Owner may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified below are in force for the specified period. The Contractor shall submit evidence of insurance to the Owner at the time of execution of the Service Contract. Written notice shall be given to the

Electrical Repair Service Contract

D. Materials Mark-up or Discount (Specify) _____%
(Expressed as a percentage over cost)

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