

**City of Portsmouth, Portsmouth, NH
School Department Power Plant Repair Services**

**REQUEST FOR PROPOSALS
RFP #41-21 School Department Power Plant Repair Services**

Sealed requests for proposals, plainly marked "RFP #41-21 Power Plant (Burner, Boiler, etc.) Repair Services" will be accepted at the office of the Finance/Purchasing Department, Portsmouth City Hall, 1 Junkins Avenue, Portsmouth, NH 03801, until **Thursday June 17, 2021 at 11:00 a.m.**

This Request for Proposal (RFP) seeks proposals from qualified contractors for Power Plant repair services for the Portsmouth School Department buildings and sites on an as-needed basis. Contractor shall employ persons possessing a valid State of New Hampshire State of New Hampshire Master Pipe Fitter's License and Gas Fitter's License. Employees assigned to this work must pass a State of NH Criminal Records Check.

Request for proposal forms may be obtained from the Business Administrator at the above address or at <http://www.cityofportsmouth.com/finance/purchasing.htm>.

Any addenda to this RFP, including written answers to questions, will be posted on the City of Portsmouth website at <http://www.cityofportsmouth.com/finance/purchasing.htm> under the appropriate project heading. Addenda and updates will NOT be sent directly to contractors. Check the web site daily for addenda and updates after the release date. Contractors should print out, sign and return addenda with their proposal; failure to do so may result in disqualification.

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.

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SECTION I – GENERAL INFORMATION

- A. Services: The City is requesting proposals from qualified firms to provide power plant repair services for Portsmouth school facilities for a period of three years.
- B. Questions: Questions regarding this RFP should be addressed to Ken Linchey, at klinchey@sau52.org
- C. Reservation of Rights: The City reserves the right to reject any or all proposals, to waive any technical or legal deficiencies, to accept any proposal and to negotiate the terms of any final contract that may be in the best interest of the City. The City further reserves the right to make inquiries regarding the qualifications and reputation of the proposer. By submitting a proposal, contractor agrees to hold harmless and defend the City and its employees and agents from any and all claims, actions, and damages arising from such investigation. Proposer may be requested to execute releases.
- D. Withdrawal: A proposer is permitted to withdraw an unopened proposal after it has been deposited if such request is received by the City prior to the specified deadline for submitting proposals.

SECTION II – PROJECT WORK SCOPE AND REQUIREMENTS

During the course of a year the Portsmouth School Department requires power plant repair services for its school facilities. The City of Portsmouth does not represent that it will utilize Contractor's services any guaranteed number of times over the course of the year. Contractor shall:

- Provide services on an as-needed basis to 6 school facilities Portsmouth High school, Portsmouth Middle School, Dondero Elementary School, Little Harbour Elementary School, New Franklin Elementary School, and RJLS – Sherburne School;
- Be available 24 hours per day 7 days per week for emergency situations and respond promptly;
- Be flexible in terms of scheduling non-emergency work to meet the needs of the School schedule;
- Provide maximum continuity of service personnel as possible; and
- Supply all necessary tools and equipment to perform the work as requested.

Contractor shall provide power plant repair services for a period of three years at the prices set forth in the Price Proposal for Year 1, Year 2, and Year 3. Contractor shall invoice within thirty (30) days of completion of any work.

The Contractor agrees to be the Portsmouth School Department's Power Plant Contractor for maintenance work on school facilities and understands that any job exceeding twenty-five hundred dollars (\$2,500.00) shall be submitted to the Facilities Director for review. The Portsmouth School Department reserves the right to place out to bid any job that is estimated to go over this amount.

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The Contractor must comply with all local and State laws, rules and regulations for a plumber and possess a valid State of New Hampshire Master Pipe Fitter's License and Gas Fitter's License. (Copy must be supplied).

Contractor shall maintain insurance coverage as required in these bid documents.

Contractor shall defend, indemnify and hold harmless Portsmouth, and its agents, officials and employees from and against any and all claims, actions, damages and losses incurred by the City arising out of or relating to Contractor's negligence or breach of its obligations or warranties set forth in this Agreement, except to the extent such claims, actions, damages or losses are caused by the negligent acts or omissions of Portsmouth.

Failure to meet these specifications and contract terms may result in termination of the award to the Contractor, at the City's discretion.

Additional Detail Regarding Scope of Work

1. Portsmouth High School
 - a. 3 – Clever Brooke Tube Boilers and associated circulator pumps
 - b. 2 – 30hp circulator pumps and 2 - VFD's
 - c. 60 – Various Circulator pumps throughout building
 - d. 75 – Exhaust Fans
 - e. 2 - Ajax hot water boilers and storage tank

2. Portsmouth Middle School
 - a. 2 – Clever Brooks Condensing Boilers and associated circulator pumps
 - b. 4 – 20hp Circulator pumps and 4 - VFD's
 - c. 16 – Circulator pumps
 - d. 3 – Hot water storage tanks and motors

3. Little Harbour School
 - a. 3 – Lochinvor Condensing boiler and associated circulator pumps
 - b. 2 - 5hp Circulator pumps and 2 - VFD's
 - c. 2 – 3hp Circulator pumps and VFD's
 - d. 2 – Hot water storage tanks

4. New Franklin School
 - a. 3 – Clever Brooks Condensing boiler and associated circulator pumps
 - b. 2 – 10hp Circulator pumps and 2 - VFD's
 - c. 16 – Circulator pumps
 - d. 2 – Hot water tanks and motors

5. Dondero Elementary School
 - a. 3 – Lochinvor Condensing boiler and associated circulator pumps
 - b. 2 - 5hp circulator pumps and 2 - VFD's
 - c. 2 – 3hp Circulator pumps and 2 - VFD's
 - d. 2 – Hot water tanks and motors

6. Sherburne School (RJL Academy)
 - a. 1 – Well McClain Boiler – Hot water and Steam Conversion

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- b. 2 – Gymnasium circulators
 - c. Feed tank and circulator pumps
7. Additional services may be needed that is not listed above; a/c mini-splits, additional circulating pumps, exhaust fans, heating and cooling valves, expansion tanks, water feed tanks, and all heating/cooling piping system wide.
8. Knowledge and experience of all major types heating controls, pneumatic and electric controls, knowledge of all servicing air compressors system wide, all types of heating HVAC units system wide.

SECTION III – SUBMITTAL REQUIREMENTS

Proposals must be submitted in a sealed envelope, and shall be addressed to the City at the address and to the attention of the official outlined in the invitation. All proposals must be submitted prior to the specified date and time. Any proposals received after the specified date and time will not be considered and shall not be opened. Proposals delivered via facsimile, e-mail, or any format other than within a sealed envelope shall not be considered.

Proposals shall include:

- 1) Cover letter introducing the firm and providing a summary of company resources, experience and expertise;
- 2) Completed Price Proposal Form (Attachment A to this RFP);
- 3) Confirmation that Contractor can meet the insurance requirements described in the draft contract attached;
- 4) At least three (3) references where the Contractor has provided similar services to the services described herein, including contact name, address, phone and email for each reference; and,
- 5) Copies of licenses held by the employees most likely to perform the Work.

SECTION IV – SELECTION CRITERIA

REQUIREMENTS AND CONDITIONS

1. **Special Notice to Contractors**

Following these instructions is a complete set of proposal forms. These forms may be detached and executed for the submittal of a proposal. The specifications, and other provisions will be considered as part of the contract, whether attached or not to the submitted proposal.

The contractors must submit a statement of qualifications, if requested, subsequent to opening but prior to award.

Addenda to this proposal, if any, including written answers to questions, will be posted on the City of Portsmouth website at <http://www.cityofportsmouth.com/finance/purchasing.htm> under the project heading. Addenda and updates will NOT be sent directly to firms. Contractors submitting a proposal should check the web site daily for addenda and updates after the release date. Firms should print out, sign and return addenda with the proposal. Failure to do so may result in disqualification

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2. Familiarity with Laws

The contractor is assumed to have made himself or herself familiar with all federal and state laws and all local by-laws, ordinances and regulations which in any manner affect those engaged or employed on the work or affect the materials or equipment used in the work or affect the conduct of the work, and the contractor, if awarded the contract, shall be obligated to perform the work in conformity with said laws, by-laws, ordinances and regulations notwithstanding its ignorance thereof. If the contractor shall discover any provision in the specifications which is in conflict with any such law, by-law, ordinance or regulation the contractor shall forthwith report it to the City.

3. Preparation of Proposal

The contractor shall submit its price proposal upon the form furnished by the City. The contractor's proposal must be signed with ink by an individual authorized to bind the firm to contractual obligations.

4. Nonconforming Proposals

Proposals will be considered nonconforming and may be rejected in the City's sole discretion for any of the following reasons:

- If the proposal is on a form other than that furnished by the City, or if the form is altered or any portion thereof is detached;
- If there are unauthorized additions, conditional or altered proposals, or irregularities of any kind which may tend to make the proposal or any portion thereof incomplete, indefinite or ambiguous as to its meaning;
- If the contractor adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award; or
- If the proposal does not contain a unit price for each pay item listed except in the case of authorized alter pay items.

5. Delivery of Proposals

When sent by mail, the sealed proposal shall be addressed to the City at the address and in the care of the official in whose office the proposals are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for proposals. Proposals received after the time for opening of the proposals will be returned to the contractor, unopened.

6. Withdrawal of Proposals

A contractor will be permitted to withdraw his or her proposal unopened after it has been submitted if the City receives a request for withdrawal in writing prior to the time specified for opening the proposals.

7. Disqualification of Proposals

Any or all of the following reasons may be deemed by City in its sole discretion as being sufficient for the disqualification of a contractor and the rejection of the proposal:

- More than one proposal for the same work from an individual, firm, or corporation under the same or different name;

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- Evidence of collusion among contractors;
- Failure to submit all required information requested in the proposal specifications;
- Lack of competency or of adequate machinery, plant or other equipment, as revealed by the statement of contractor qualification or otherwise;
- Uncompleted work which, in the judgment of the City, might hinder or prevent the prompt completion of additional work if awarded;
- Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts;
- Default or unsatisfactory performance on previous contracts;
- Contractor lacks any special qualification set forth below;
- Such disqualification would be in the best interests of the City.

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Exhibit A - Price Proposal Form

YEAR 1 - 2021/2022

	<u>Normal Rate</u>	<u>Emergency Rate</u>
A. Heating Technician	\$ _____/Hour	\$ _____/Hour
B. Helper	\$ _____/Hour	\$ _____/Hour
C. Rate as Consultant	\$ _____/Hour	
D. Mileage	\$ _____/per mile	
E. Materials Mark-up or Discount (Specify) _____% (Expressed as a percentage over cost)		

YEAR 2 - 2022/2023

	<u>Normal Rate</u>	<u>Emergency Rate</u>
A. Heating Technician	\$ _____/Hour	\$ _____/Hour
B. Helper	\$ _____/Hour	\$ _____/Hour
C. Rate as Consultant	\$ _____/Hour	
D. Mileage	\$ _____/per mile	
E. Materials Mark-up or Discount (Specify) _____% (Expressed as a percentage over cost)		

YEAR 3 - 2023/2024

	<u>Normal Rate</u>	<u>Emergency Rate</u>
A. Heating Technician	\$ _____/Hour	\$ _____/Hour
B. Helper	\$ _____/Hour	\$ _____/Hour
C. Rate as Consultant	\$ _____/Hour	
D. Mileage	\$ _____/per mile	
D. Materials Mark-up or Discount (Specify) _____% (Expressed as a percentage over cost)		

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The Contractor must supply three references, with this completed price proposal form.

By signing below I agree that:

- I have reviewed the Bid Specifications and Contract Terms and understand that these form the agreement between the City and the firm.
- I represent that I am an authorized representative of the firm and have the authority to enter into agreements.

Date: _____

Submitted By: _____
Print Name & Title

Signature: _____

Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____

E-mail _____

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EXHIBIT B - REFERENCES

The Contractor must supply three references, with this completed price proposal form.

By signing below I agree that:

- I have reviewed the Specifications and Contract Terms and understand that these form the agreement between the City and the firm.
- I represent that I am an authorized representative of the firm and have the authority to enter into agreements.

Date: _____

Submitted By: _____

Print Name & Title

Signature: _____

Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____

E-mail: _____

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EXHIBIT C - SPECIFICATIONS AND CONTRACT TERMS

DRAFT

Contract for School Power Plant (Burner, Boiler, etc.) Repair Services

THIS AGREEMENT is made as of the ____ day of ____ in the year 2021 by and between the City of Portsmouth, New Hampshire (hereinafter call the Owner) and _____ (hereinafter called the Contractor). Owner and Contractor agree as follows:

ARTICLE I - Work - The Contractor shall provide at its expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of those services described in the Work Scope and Requirements attached as Schedule 1.

ARTICLE II – COORDINATION – Facilities Director for the School Department, or his/her authorized representative, will act as contact in connection with the scheduling and authorization of services in accordance with the contract documents. Scheduling of project work may be confirmed or memorialized by e-mail.

ARTICLE III - CONTRACT TIME - The initial contract period will commence on July 1, 2021 and end on June 30, 2024 unless earlier terminated.

ARTICLE IV - CONTRACT PRICE - Owner shall pay Contractor for performance of the work in accordance with the Price Proposal Form attached as Schedule 2.

ARTICLE V - PAYMENT – The Contractor shall invoice the Owner within 30 days of completion of the work performed or monthly.

ARTICLE VI - TERMINATION FOR DEFAULT - The City of Portsmouth may terminate this Contract with seven (7) days' notice should the Contractor fail to perform work in accord with the Scope of Work and Project Requirements. Failure to maintain any and all licenses necessary to perform the work and/or to maintain insurance coverage is grounds for immediate termination of the Contract.

ARTICLE VII - INDEMNIFICATION OF CITY - Contractor will indemnify City against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys' fees) arising in any way out of the Contractor's negligence or breach of its obligations or warranties under this Contract. Contractor will defend all such actions with counsel satisfactory to City at its own expense, including attorney's fees, and will satisfy any judgment rendered against City in such action.

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 City, State, and Federal laws, ordinances, rules and regulations.

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ARTICLE IX - INSURANCE - The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those described in the attached Schedule 3, Insurance Requirements.

ARTICLE X - MISCELLANEOUS -

- 10.1 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.
- 10.2 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.
- 10.3 This Contract shall be governed by and construed in accordance with New Hampshire law.

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

CITY OF PORTSMOUTH, NH
By: _____
Printed Name: _____
Title: _____

NAME OF BUSINESS
By: _____
Printed Name: _____
Title: _____

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EXHIBIT D - INSURANCE REQUIREMENTS

GENERAL

The Contractor shall purchase and maintain, until acceptance of the work, insurance of the limits and types specified below from an insurance company approved by the City, in addition to the following:

INSURANCE COVERAGE REQUIREMENTS

AMOUNT OF INSURANCE

1. Comprehensive General Liability:
Bodily Injury or Property Damage - \$1,000,000/2,000,000
Single Limit/Aggregate
2. Automobile and Truck Liability:
Bodily Injury or Property Damage - \$1,000,000
Combined Single Limit, per occurrence

The City of Portsmouth shall be named as an additional insured on these liability policies. Coverage amounts can be met through umbrella/excess policies.

TYPES OF INSURANCE

1. Consultant shall carry Comprehensive General Liability Insurance with combined single limits not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage and \$2,000,000 for general aggregate.
2. Consultant shall carry Automobile Liability Insurance, including owned and hired motor vehicles, on an occurrence form with a combined single limit of not less than \$1,000,000 for Bodily Injury and Property Damage.
3. Consultant shall carry Worker's Compensation Insurance for all persons employed under this contract in accordance with the statutory requirements.

Applicable to all insurances requirements:

The City of Portsmouth shall be identified as a certificate holder on all policies as follows: City of Portsmouth, Attn: Legal Department, 1 Junkins Avenue, Portsmouth, NH 03801.

Consultant shall provide proof of insurance coverage satisfactory to the City of Portsmouth

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Coverages shall remain in effect for a period consistent with the Statutes of Limitations under the Law of New Hampshire.

ADDITIONAL INSURED

All liability policies shall include the City of Portsmouth, New Hampshire as a named Additional Insured.

1. The Contractor's insurance shall be primary in the event of a loss.
2. The Additional Insured endorsement must include language specifically stating that the entity is to be covered for all activities performed by, or on behalf of, the Contractor, including the City of Portsmouth's general supervision of the Contractor.

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Notice of Award

To: _____

Provide within ten (10) days of this Notice of Award the following:

- Copies of applicable licenses for all individuals who may do work pursuant to this contract.
- Completed applications for criminal background check.
- Proof of insurance satisfactory to the Legal Department.

Dated: _____

Facilities Director