

**City of Portsmouth, Portsmouth, NH  
School Department Power Plant RFP**

**REQUEST FOR PROPOSALS  
RFP#74-18**

Sealed proposals, plainly marked "Power Plant (Burner, Boiler, etc.) Repair Services Contract" will be accepted at the office of the Business Administrator, Portsmouth School Department, 1 Junkins Avenue, Suite 402, Portsmouth, NH 03801, until 2:00 p.m., Tuesday, July 17, 2018.

This Request for Proposal (RFP) solicits proposals 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 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. Proposers 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, to accept any proposal and to negotiate the terms of any final contract that may 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 directed to Ken Linchey, at [klinchey@sau52.org](mailto:klinchey@sau52.org).
- C. Reservation of Rights: The City of Portsmouth reserves the right to reject any or all proposals, to waive 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 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 a proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposal.

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 seeks a contractor that will:

- Provide services on an as-needed basis to 7 school facilities (see additional detail below);
- 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.

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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. 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.

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.

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.

Additional Detail Regarding Scope of Work can be found in Schedule 1 attached to the form contract at Attachment B.

1. Portsmouth High School
  - a. 3 – Clever Brooke Boilers and associated circulator pumps
  - b. 2 – 30hp circulator pumps and 2 - VFD's
  - c. 60 – Various Circulator pumps throughout building
  - d. 16 – A/C Mini-splits
  - e. 75 – Exhaust Fans
  
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
  
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
  
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

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5. Dondero Elementary School
  - a. 3 – Lochinvar Condensing boiler and associated circulator pumps
  - b. 2 - 5hp circulator pumps and 2 - VFD's
  - c. 2 – 3hp Circulator pumps and 2 - VFD's
  
6. Sherburne School (RJL Academy)
  - a. 1 – Well McClain Boiler – Hot water and Steam Conversion
  - b. 2 – Gymnasium circulators
  - c. Feed tank and circulator pumps

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.

**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 as 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 will 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 draft contract attached; and
- 4) At least three (3) references where the Contractor has provided similar services with the Proposal (contact name, address, phone/email); and
- 5) Copies of licenses held by employees most likely to perform the work.

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**SECTION IV – SELECTION**

Selection shall be based on: (1) Contractor's qualifications, experience and resources (2) satisfactory past performance with the City/School Department, if any; (3) references and background checks and (4) price. Proposer must have a minimum of 5 years of experience in 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.

Upon selection, Contractor will receive a service contract substantially in the form attached hereto as Attachment C and will be expected to complete negotiations on a final contract and execute within 14 business days of receipt. If the parties cannot agree on the final contract terms and scope, the City may proceed to another proposer.

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**ATTACHMENT A TO RFP**

**Price Proposal Form**

Proposer must complete all of the following items including Year 2 and Year 3 pricing information. (Hourly rates are to be total cost). Regular rate during normal work hours (8:00 a.m. to 4:00 p.m.) and emergency rate during non-work hours.

<b><u>YEAR 1 - 2018/2019</u></b>			
		<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)	_____%	

<b><u>YEAR 2 - 2019/2020</u></b>			
		<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)	_____%	

<b><u>YEAR 3 - 2020/2021</u></b>			
		<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	

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

Submitted By: \_\_ \_\_\_\_\_  
Print Name & Title

Signature: \_\_\_\_\_

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

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

City/State/Zip: \_\_\_\_\_

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

E-mail \_\_\_\_\_

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**ATTACHMENT B TO RFP**

DRAFT

Contract For School Power Plant Services

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_ in the year 2018 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, 2018 and end on June 30, 2021 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



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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.

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

**NAME OF BUSINESS**

By: \_\_\_\_\_  
Steve Bartlett  
School Dept. Business Administrator

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**SCHEDULE 1**

Work Scope and Requirements

Contractor shall provide power plant repair services for a period of three years at the prices set forth in Schedule 2 as follows:

- Provide services on an as-needed basis to the seven school facilities described below;
- 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 the maximum continuity of service personnel as possible; and
- Supply all necessary tools and equipment to perform the work as requested.

Additional services may be needed other than those listed above such as: 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.

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.

For any job exceeding twenty-five hundred dollars (\$2,500.00), Contractor shall submit an estimate of the work to the Facilities Director for review. The City reserves the right to place out to bid any job that is estimated to exceed \$2,500.00.

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.

The City may, from time-to-time, have power plant needs outside of the School Department. Upon mutual agreement of both parties, such additional work may become part of this awarded contract for power plant services upon written agreement of both parties.

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List of Facilities and Equipment

1. Portsmouth High School
  - a. 3 – Clever Brooke Boilers and associated circulator pumps
  - b. 2 – 30hp circulator pumps and 2 - VFD's
  - c. 60 – Various Circulator pumps throughout building
  - d. 16 – A/C Mini-splits
  - e. 75 – Exhaust Fans
  
2. Portsmouth Middle School
  - a. 2 – Clever Brooks Condensing Boilers and associated circulator pumps
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  - c. 16 – Circulator pumps
  
3. Little Harbour School
  - a. 3 – Lochinvar Condensing boiler and associated circulator pumps
  - b. 2 - 5hp Circulator pumps and 2 - VFD's
  - c. 2 – 3hp Circulator pumps and VFD's
  
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  - a. 3 – Clever Brooks Condensing boiler and associated circulator pumps
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**SCHEDULE 3**

**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) Commercial General Liability:  
Bodily injury or Property Damage - \$1,000,000/\$2,000,000  
Per occurrence and general aggregate
- B) Automobile and Truck Liability:  
Bodily Injury or Property Damage - \$1,000,000/\$2,000,000  
Per occurrence and general aggregate

Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A) Workers Compensation 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 State of New Hampshire.
- B) Contractual Liability Insurance coverage in the amounts specified above under Commercial General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Commercial General Liability.

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

Contractor shall provide proof of insurance coverage satisfactory to the City of Portsmouth.

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