

INVITATION TO BID

Sealed bid proposals, plainly marked "Plumbing Repair Services Contract" will be accepted at the office of the Business Administrator, Portsmouth School Department, Clough Drive, Portsmouth, NH 03801, until Tuesday, June 17, 2008 at 2:00 pm at which time all bids will be publicly opened and read aloud for the following:

Plumbing Repair Services for the Portsmouth School Department Buildings and Sites.

The firm submitting the proposal shall possess a valid State of New Hampshire Master Plumber's License and successfully pass a State of NH Criminal Records Check.

Bid specifications and proposal forms may be obtained from the Business Administrator at the above address.

The Portsmouth School Department reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the Portsmouth School Department.

Portsmouth School Department

Stephen T. Bartlett
Business Administrator

**Portsmouth School Department
Portsmouth, NH**

**Plumbing Repair Services Contract
Bid Specifications**

During the course of a year the Portsmouth School Department requires plumbing repair services for its school facilities.

It is the intent of this proposal to establish a Contractor for plumbing repair services for a period of one year with a yearly option to extend the contract for a total period not to exceed three years.

Both the Portsmouth School Department and the Contractor would agree on any extensions beyond the first year.

Service shall be provided by the Contractor on an as needed basis. By seeking bids from Contractors, the Portsmouth School Department does not represent that it will utilize Contractors' services any guaranteed number of times over the course of the year.

Upon Notice of Award, the Contractor must furnish the Portsmouth School Department with a Certificate of Insurance, of the types and amounts specified under "Insurance Requirements" which are attached to, and form a part of, these specifications.

Upon Notice of Award, the Contractor must apply for and successfully pass a State of NH Criminal Records Check. This application will be at the Contractor's expense.

The Contractor agrees to be the Portsmouth School Department's Plumbing Repair Services Contract 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 Business Administrator 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 Plumber's License. (Copy must be supplied).

The Contractor must be on call on a 24-hour basis for any emergency that may occur and response time to such emergencies must be immediate. Some work involved with this position is of a scheduled nature and a reasonable response would be expected.

It shall be the responsibility of the Contractor to supply all necessary tools and equipment to perform the work as requested.

The Contractor must supply three references.

Plumbing Repair Service Contract

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 Owner, in addition to the following:

The Contractor agrees to pay on behalf of and hold harmless the Portsmouth School Department for all claims arising in whole or in part from its work on behalf of the Portsmouth School Department.

ADDITIONAL INSURED

All liability policies shall include the Portsmouth School Department, 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 Portsmouth School Department's general supervision of the Contractor.

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 Agreement. Written notice shall be given to the Portsmouth School Department, Portsmouth, NH at least fifteen (15) days prior to cancellation or non-renewal of such insurance coverage.

FORMS OF INSURANCE

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.

Plumbing Repair Service Contract

INSURANCE REQUIREMENTS

(Continued)

AMOUNT OF INSURANCE

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

TYPES OF INSURANCE

Purchase and maintain the following types of insurance:

1. Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall be in strict accordance with the requirements of the most current laws of the State.
2. Bodily Injury and Property Damage Insurance 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.
3. Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
4. A separate Owners Protective Liability Insurance policy issued to the Owner at the expense of the Contractor in the amount specified under Comprehensive General Liability.
5. Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

**Portsmouth School Department
Portsmouth, NH**

Plumbing Repair Service Contract

The Contractor must bid on all of the following items. (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.

		<u>YEAR 1</u>	
		<u>Normal Rate</u>	<u>Emergency Rate</u>
/Hour	A. Plumber	\$ _____/Hour	\$
/Hour	B. Helper	_____ /Hour	\$
	C. Rate as Consultant	\$ _____/Hour	
	D. Materials Mark-up or Discount (Specify) _____% (Expressed as a percentage over cost)		

		<u>YEAR 2</u>	
		<u>Normal Rate</u>	<u>Emergency Rate</u>
/Hour	A. Plumber	\$ _____/Hour	\$
/Hour	B. Helper	_____ /Hour	\$
	C. Rate as Consultant	\$ _____/Hour	
	D. Materials Mark-up or Discount (Specify) _____% (Expressed as a percentage over cost)		

		<u>YEAR 3</u>	
		<u>Normal Rate</u>	<u>Emergency Rate</u>
/Hour	A. Plumber	\$ _____/Hour	\$
/Hour	B. Helper	_____ /Hour	\$
	C. Rate as Consultant	\$ _____/Hour	
	D. Materials Mark-up or Discount (Specify) _____% (Expressed as a percentage over cost)		

**Portsmouth School Department
Portsmouth, NH**

Plumbing Repair Service Contract

Date: _____

Submitted By: _____
Print Name & Title

Signature: _____

Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____

INSTRUCTION TO BIDDERS

1. Preparation of Bid Proposal

- a) The bidder shall submit her/his proposal upon the forms furnished by the Portsmouth School Department (attached). The bidder shall specify a unit price, both in words and figures, for each pay item for which a quantity is given and shall also show the products of the respective unit prices and quantities written in figures in the column provided for that purpose and the total amount of the proposal obtained by adding the amount of the several items. All words and figures shall be in ink or typed.

If a unit price or lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it, and initialed by the bidder, also with ink. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.

- b) The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, or by an agent of the Contractor legally qualified and acceptable to the Owner. If the proposal is made by an individual, his name and post office address must be shown; by a partnership, the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, the name, titles, and business addresses of the President, Secretary, and Treasurer.

2. Irregular Proposals

Bid proposals will be considered irregular and may be rejected for any of the following reasons:

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

3. Delivery of Bid Proposals

When sent by mail, the sealed proposal shall be addressed to the Owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened. Faxed bid proposals are not acceptable.

4. Withdrawal of Bid Proposals

A bidder will be permitted to withdraw his proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.

5. Public Opening of Bid Proposals

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. bidders, their authorized agents, and other interested parties are invited to be present.

6. Disqualification of Bidders

Either of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

- a) More than one proposal for the same work form an individual, firm, or corporation under the same or different name.
- b) Evidence of collusion among bidders.

AWARD AND EXECUTION OF CONTRACT

1. Consideration of Proposals

- a) After the proposals are opened and read, they will be compared on the basis of the selection criteria. Bid results will be available to the public. In case of discrepancy between the prices written in words and those written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.
- b) The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the Portsmouth School Department, the best interest of the Portsmouth School Department will be promoted thereby.

2. Award of Contract

Within 30 calendar days after the opening of proposals, if a contract is to be awarded, the award will be made to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified, by the form mailed to the address on his proposal, that his bid has been accepted and that he has been awarded the contract.

3. Cancellation of Award

The Portsmouth School Department reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability against the Portsmouth School Department.

BID EVALUATION

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

- a) The bidder's ability, capacity, and skill to perform within the specified time limits.
- b) The bidder's experience, reputation, efficiency, judgment, and integrity.
- c) The quality, availability and adaptability of the supplies and materials sold.
- d) Bidder's last performance.
- e) Sufficiency of bidder's financial resources to fulfill the contract.
- f) Bidders' ability to provide future maintenance and/or services.
- g) Other applicable factors as the Portsmouth School Department determines necessary or appropriate (such as compatibility with existing equipment).

Work to be performed:

- 1. Provides services to 7 school facilities, toilets, sinks, water coolers, piping, etc.
- 2. Must be available 24 hours per day; 7 days per week for emergency situations and schedule must be flexible to the needs of the Portsmouth School Department.
- 3. Continuity of service person a must.