

City of Portsmouth  
Portsmouth, New Hampshire  
Public Works Department

**REQUEST FOR PROPOSAL**

**Sealed** Request for proposals, **plainly marked RFP #13-10 “Elevator Service Maintenance” 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., November 12, 2009.

The City of Portsmouth is soliciting Proposals from Licensed Elevator Maintenance/Repair Companies for various maintenance inspections and repairs to elevators, incline lifts and chair lifts.

Bid packages may be obtained from the City’s web site: [www.cityofportsmouth.com](http://www.cityofportsmouth.com), or by contacting the Finance/Purchasing Department on the third floor at the above address, or by calling the Purchasing Coordinator at 603-610-7227.

Addenda to this bid document, 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 vendors. Questions may be addressed to the Purchasing Coordinator. Continue below for the complete Request for Proposal.

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

The City of Portsmouth (hereinafter the “City”) is soliciting Proposals from Licensed Elevator Maintenance/Repair Companies for various maintenance, inspections and repairs to elevators, incline lifts and chair lifts listed below.

**LISTING OF ELEVATORS, INCLINE LIFTS AND CHAIR LIFTS**

High/Hanover Parking Facility 34 Hanover Street Portsmouth, NH	Hydraulic Passenger Elevator - (1) each
Portsmouth Public Library 175 Parrott Avenue Portsmouth, NH	Hydraulic Passenger Elevator - (1) each
City Municipal Complex 1 Junkins Avenue Portsmouth, NH	Cable Passenger Elevator - (3) each Wheelchair Lift - (1) each
Connie Bean Community Center 135 Daniel Street Portsmouth, NH	Hydraulic Passenger Elevator - (1) each
Public Works Department 680 Peverly Hill Road Portsmouth, NH	Hydraulic Passenger Elevator - (1) each
Spinnaker Point Recreation Center 30 Spinnaker Way Portsmouth, NH	Hydraulic Passenger Lift (1) each

**Scope of Work**

The Elevator Maintenance Contractor (hereafter referred to as Contractor) will be expected to enter into a service contract with the City of Portsmouth to perform the work as outlined in this Request For Proposal (RFP) and set forth in greater detail in the attached Service Contract.

These services include but are not limited to the following:

- 1) Perform routine maintenance and testing that includes examination, lubrication, and minor adjustments.
- 2) Perform repairs as may be necessary outside of the usual maintenance duties.
- 3) Perform a state inspection once a year, in accordance with State of New Hampshire Inspection Laws.

The Contractor on an as needed basis shall provide repair service. By seeking proposals from contractors, the City does not represent that it will utilize the successful Contractor's services any guaranteed number of times for repair 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 Elevator Maintenance Contractor for maintenance work on municipal elevators as listed with this RFP. The Contractor understands that any job, including material and labor, exceeding five thousand dollars (\$5,000.00) 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 specifically including those related to elevator maintenance.

It shall be the responsibility of the Contractor to supply all necessary tools and equipment 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 proposal.

**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. Names and qualifications of specific mechanics that will be involved in the direct repairs/inspections and monthly maintenance of the elevators, incline lifts and chair lifts listed in this contract.
5. Copy of New Hampshire Elevator Installation and Service Repair License.

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 mechanics;
2. Contractor's reputation for timely, quality performance;
3. Rates;

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.

**SELECTION:** Upon selection, Contractor will receive a service contract substantially in the form attached hereto 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 shall 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 elevator 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. List the most important contracts entered into by Contractor in the last year (identify contracting party and term of contract).

**STATEMENT OF QUALIFICATIONS** (continued)

10. 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 \_\_\_\_\_, 2009.

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 City 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 City at the time of execution of the Service Contract. Written notice shall be given to the City of Portsmouth, NH at least ten (10) days prior to cancellation or non-renewal of such insurance coverage.

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**PROPOSAL FORM**

**Elevator Maintenance**

CITY OF PORTSMOUTH, N.H.

To the City of Portsmouth, New Hampshire herein called the City.

The undersigned, as Contractor, herein referred to as singular and masculine declares as follows:

1. All interested in the proposal as Principals are named herein.
2. This Proposal is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
3. No officer, agent or employee of the City is directly or indirectly interested in this Proposal.

<b>Elevator / Lift</b>	<b>Monthly Maintenance Cost</b>
High/Hanover Parking Facility	_____
Portsmouth Public Library	_____
City Municipal Complex	_____
Connie Bean Community Center	_____
Spinnaker Point Recreation Center	_____
Public Works Department	_____

**HOURLY RATES FOR WORK & REPAIRS NOT INCLUDED IN MONTHLY MAINTENANCE WORK:**

Straight time hourly rate/Mechanic: \$ \_\_\_\_\_/Hour

Time and one half rate/Mechanic \$ \_\_\_\_\_/Hour

Double time rate including Sundays and Holidays/Mechanic \$ \_\_\_\_\_/Hour

Material markup: \_\_\_\_\_%

**EXCEPTIONS AND/OR CLARIFICATIONS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Business \_\_\_\_\_

By: \_\_\_\_\_

Authorized: \_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_

Phone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

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

**SERVICE CONTRACT FOR ELEVATOR MAINTENANCE**

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_ in the year **2009**, by and between the City of Portsmouth, New Hampshire (hereinafter the “City”) and \_\_\_\_\_ (hereinafter called the Contractor),

WITNESSETH; that the City and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE I- Work** - The Contractor shall provide City of Portsmouth with qualified licensed personnel to perform the work set forth below:

**PART I PREVENTIVE MAINTENANCE AND TESTING ON ALL CABLE AND HYDRAULIC ELEVATORS, CHAIR LIFTS AND INCLINE LIFTS.**

The Contractor shall be responsible for the regular, systematic execution of the work items listed below:

- The Contractor agrees to examine and adjust systematically the related elevators, incline lifts and chair lifts equipment on a monthly basis.
- The Contractor agrees to clean systematically all equipment including machine room, car top, and pit keeping them free from grease, oil, dust and dirt build-up on a monthly basis.
- The Contractor agrees to lubricate guide shoes and guide rails (where appropriate), slow down switches, leveling switches, cams, interlocks, door operating equipment, linkages, chains machines, brakes, sheaves, motor, generators, bearings, governors, hoist ropes, safety linkages, selectors, and gear cases.
- The Contractor agrees to adjust for proper operation controller operating switches, leveling switches and cams, linkages and related chains or cables, motors, generators and valves.
- The Contractor agrees to provide all lubricating oils and greases, cleaning rags and solvents.
- The Contractor agrees to provide and install all necessary lamps for fixtures.
- The Contractor agrees to provide and install all hydraulic drive fluid.
- The Contractor agrees to perform a State Inspection, not more than once a year, of the safety devices of the elevators and chair lifts covered under this agreement. This inspection shall be in performed in accordance with State of NH Inspection Laws and in a timely manner in which to meet inspection deadlines.

- When required by public authorities, but not more frequently than once a year as part of this agreement, the Contractor will conduct a test of the safety devices of the elevators and chair lifts covered under this agreement. All labor and permit fees are the responsibility of the Contractor.
- The frequency of maintenance for each unit is monthly.
- The Contractor shall maintain a log for all preventive maintenance and call-back services performed and submit a copy to City of Portsmouth on a quarterly basis including the time expended on such services.
- The Contractor is responsible for the safe operation of each elevator and chair lift; therefore the Contractor shall notify City of Portsmouth promptly in writing of any elevator or chair lift repair or maintenance work needed or desirable, which is not included in the scope of this contract. Said notification should include a firm estimate of the cost to perform the recommended work along with the estimate of the time required to perform same. City of Portsmouth reserves the right to obtain bids on all work not covered by this contract.
- Any elevator or chair lift requiring a shutdown for a period exceeding work hours of 7:30am through 4:00pm, Monday through Friday, will result in notification of proper personnel twenty-four hours prior to shut down.
- The Contractor shall supply, for every unit serviced, a maintenance guideline to be hung in a conspicuous place on the wall just inside the machine room entrance. A chart shall list those activities that describe the service being performed for that given unit. Work activities to be completed shall be listed in monthly, quarterly, semi-annual and annual classifications.
- Should it be found that the responsibilities and requirements herein specified are not being satisfactorily maintained, City of Portsmouth may immediately demand that the Contractor, at his expense, place the elevators in a condition to meet these requirements.

## **PART 2. REPAIR/CALLBACK SERVICES**

The Contractor must make repair/callback services available on a twenty-four (24) hour a day, seven days per week basis. In the event of a failure of the equipment, or to operate properly, the City of Portsmouth, at its option, will notify the Contractor and request immediate repair. The costs associated with these repairs will be paid to the Contractor at the price indicated on the Bid Proposal.

Any job exceeding five thousand dollars (\$5,000.00) shall be submitted to the Purchasing Agent for review. The City reserves the right to place out to bid any job that is estimated to go over this amount.

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 material invoices, indicating mark-up percentage, when submitting invoices to the City of Portsmouth, for work performed under this agreement.

**PART3- SPECIAL CONDITIONS**

**Wiring Diagrams**

The Contractor shall maintain, for each unit serviced, updated wiring diagrams, lubrication charts, and parts ordering manuals in the machine rooms or service spaces. These will become the property of City of Portsmouth and shall remain at the job site at all times.

**Elevator Reports**

The Contractor shall furnish City of Portsmouth with an annual report documenting repairs, inspections, testing results, overall conditions, and total expenditures to date.

**Quarterly Meetings**

The Contractor agrees to meet with City of Portsmouth on a quarterly basis, to discuss the maintenance program, repair schedules, callback reports or any other vertical transportation problem.

**ARTICLE II - CONTRACT TIME** – this service contract will commence \_\_\_\_\_ . The Service Contract will remain in effect until August 15, 2010. 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.

**ARTICLE III - CONTRACT PRICE** - City shall pay Contractor for performance of the work in accordance with the Proposal Form submitted by Contractor.

**ARTICLE IV - PAYMENT** – The Contractor shall invoice the City monthly for work performed the preceding month. The City shall make payment within 30 days of receipt of invoice.

**ARTICLE V - CONTRACT DOCUMENTS** - The Contract Documents, which comprise the contract between City and Contractor, are attached hereto and made a part hereof and consist of the following:

- 9.1 This Agreement
- 9.2 Request for Proposal
- 9.3 Proposal Form
- 9.4 Insurance Requirement

**ARTICLE VI TERMINATION FOR DEFAULT** - The City of Portsmouth shall retain the right to terminate this Contract with seven (7) days 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 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 performance or non-performance of its obligations 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.

**ARTICLE IX - INSURANCE** - The Contractor shall secure and maintain until acceptance of the work, insurance with limits not less than those specified in the Insurance Requirements described in the Request for Proposal.

**ARTICLE X – COMPLIANCE** - The Contractor must comply with all local and State laws, rules and regulations for Elevator Installation and Service Repair and possess a valid State of New Hampshire Elevator Installation and Service Repair License.

**ARTICLE XI - MISCELLANEOUS -**

13.1 Neither City 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 City.

13.2 The Contract Documents constitute the entire Agreement between City and Contractor and may only be altered amended or repealed by a duly executed written instrument.

13.3 This Contract shall be governed by and construed in accordance with New Hampshire Law.

**NAME OF BUSINESS**

**CITY OF PORTSMOUTH**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

John P. Bohenko, City Manager