

City of Portsmouth
Portsmouth, New Hampshire
Department of Public Works

Boilers and Cooling Towers Equipment Treatment Programs

INVITATION TO BID

Sealed bid proposals, **plainly marked, Boilers and Cooling Towers Equipment Treatment Programs Bid #23-12 on the outside of the mailing envelope as well as the sealed bid envelope.** addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until 2:00 p.m., April 20, 2012 at which time all bids will be publicly opened and read aloud.

Scope of Services: To provide a comprehensive program that includes the chemicals to treat equipment and piping for the boiler and cooling towers located at the City Hall Complex and the cooling tower at the Portsmouth Public Library. Vendor to provide the tower controller and chemical feed pumps, as needed to be used for the duration of the service contract.

Bid packages may be obtained from the City's web site:

<http://www.cityofportsmouth.com/finance/purchasing.htm>, 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 under the project heading. Addenda and updates will **NOT** be sent directly to vendors. Questions may be addressed to the Purchasing Coordinator.

The City of Portsmouth 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 City.

BIDDING REQUIREMENTS AND CONDITIONS

INSTRUCTIONS TO BIDDERS

1. Special Notice to Bidders

Appended to these instructions is a complete set of bidding and general contract forms. These forms may be detached and executed for the submittal of bids. The plans, specifications, and other documents designated in the proposal form will be considered as part of the proposal, whether attached or not.

The bidders must submit a statement of bidder's qualifications, if requested as part of this bid document

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 firms. Contractors submitting a bid 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.

2. Interpretation of Quantities in Bid Schedules

The quantities appearing in the bid schedule are approximate only and are prepared for the comparison of bids. Payment to the contractor will be made only for actual work performed and accepted in accordance with the contract. Any scheduled item of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided, and no claim for loss, anticipated profits or costs incurred in anticipation of work not ultimately performed will be allowed due to such increase or decrease.

3. Examination of Plans, Specifications and Site Work

The bidder is expected to examine carefully the site of the proposed work, the plans, standard specifications, supplemental specifications, special provisions and contract forms before submitting a proposal. The submission of a bid shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the contract. It will be conclusive evidence that the bidder has also investigated and is satisfied with the sources of supply for all materials.

Plans, surveys, measurements, dimensions, calculations, estimates and statements as to the condition under which the work is to be performed are believed to be correct, but the contractors must examine for themselves, as no allowance will be made for any errors or inaccuracies that maybe found therein.

4. Familiarity with Laws

The bidder 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 bidder, 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 bidder shall discover any provision in the plans or specifications which is in conflict

with any such law, by-law, ordinance or regulation the bidder shall forthwith report it to the engineer in writing.

5. Preparation of Proposal

a) The bidder shall submit its proposal upon the forms furnished by the Owner. The bidder shall specify a lump sum price in figures, for each pay item for which a quantity is given and shall also show the products of the respective 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 a 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.

b) The bidder's proposal must be signed with ink by the individual, by one or more general partners of a partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, by one or more members (if member-managed) or managers (if manager-managed) of a limited liability company, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his or her name and post office address must be shown, by a partnership the name and post office address of each general and limited partner must be shown; as a joint venture, the name and post office address of each venturer 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, and the names, titles and business addresses of the president, secretary and treasurer.

6. Nonconforming Proposals

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

- If the proposal is on a form other than that furnished by the Owner, or if the form is altered or any portion thereof is detached;
- If there are unauthorized additions, conditional or altered bids, 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 bidder 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.

7. Proposal Guaranty

No proposal will be considered unless accompanied by a bid bond, surety, or similar guaranty of the types and in an amount not less than the amount indicated in the Invitation to Bid. All sureties shall be made payable to the "City of Portsmouth". If a bid bond is used by the bidder it shall be:

- In a form satisfactory to the Owner;
- With a surety company licensed, authorized to do business in, and subject to the jurisdiction of the courts of the State of New Hampshire; and
- Conditioned upon the faithful performance by the principal of the agreements contained in the sub-bid or the general bid.

In the event any irregularities are contained in the proposal guaranty, the bidder will have four business days (not counting the day of opening) to correct any irregularities. The corrected

guaranty must be received by 4:00 p.m. If irregularities are not corrected to the satisfaction of the Owner, the Owner, in its sole discretion, may reject the bid.

8. Delivery of 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.

9. Withdrawal of Proposals

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

10. Public Opening of 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.

11. Disqualification of Bidders

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

- More than one proposal for the same work from an individual, firm, or corporation under the same or different name;
- Evidence of collusion among bidders;
- Failure to submit all required information requested in the bid specifications;
- If the Contractor is not listed with the New Hampshire Department of Transportation as a pre-qualified contractor under the classification of Road Construction;
- Lack of competency or of adequate machinery, plant or other equipment, as revealed by the statement of bidders qualification or otherwise;
- Uncompleted work which, in the judgment of the owner, 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; or
- Such disqualification would be in the best interests of the Owner.

12. Material Guaranty and Samples

Before any contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the work, and the Owner may, in its sole discretion, reject the bid based on the contents of the statement or as a result of the failure of the bidder to submit the statement.

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 total price to be charged to perform the work. The results of such comparisons will be immediately available to the public. In case of a 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 sole discretion of the Owner the best interest of the City of Portsmouth 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, in writing, mailed to the address on his or her proposal, that his or her bid has been accepted and that the bidder has been awarded the contract.

The award shall not be considered official until such time that a Purchase Order, fully executed Contract or an award letter has been issued by the Finance Director. No presumption of award shall be made by the bidder until such documents are in hand. Verbal notification of award is not considered official. Any action by the bidder to assume otherwise is done so at his/her own risk and the City will not be held liable for any expense incurred by a bidder that has not received an official award.

3. Cancellation of Award

The Owner 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 of the Owner.

4. Execution and Approval of Contract

The successful bidder will be required to present all required insurance certificates and execute the contract within 10 days following notification of acceptance of his or her bid. No contract shall be considered as in effect until it has been fully executed by all parties thereto.

5. Failure to Execute Contract

Failure to execute the contract and provide required insurance certificates within 10 days after notification of acceptance of bid shall be just cause for the cancellation of the award. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised as the Owner may determine in its sole discretion.

PROPOSAL FORM

Boiler and Cooling Tower Equipment Treatment Program

CITY OF PORTSMOUTH, N.H.

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

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

1. All interested in the Bid as Principals are named herein.
2. This bid 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 Owner is directly or indirectly interested in this Bid.

5. The bidder understands that the quantities of work calculated in the Bid or indicated on the Drawings or in the Specifications or other Contract Documents are approximate and are subject to increase or decrease or deletion as deemed necessary by the Owner's Representative. Any such changes will not result in or be justification for any penalty or increase in contract prices; and agrees that, if the Bid is accepted the bidder will contract with the Owner, as provided in the Contract Documents, this Bid Form being part of said Contract Documents, and that the bidder will supply or perform all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the Contract Documents in the manner and within the time therein set forth, and that the bidder will take in full payment therefore the following item:

ITEM #1: Treatment of Boiler & Cooling Towers at City Hall Municipal Complex

Monthly Fee

\$ _____
Monthly Fee in Figures

Monthly Fee in Words

Total Fee 12 month contract

\$ _____
Total fee 12 Month Contract in Figures

Total Fee 12 Month Contract in Words

ITEM #2: Treatment of Cooling Tower at Public Library

Monthly Fee

\$ _____
Monthly Fee in Figures

Monthly Fee in Words

Total Fee 12 Month Contract

\$ _____
Total 12 Month Contract in Figures

Total Fee 12 Month Contract in Words

PROPOSAL FORM (continued)

Total Bid (Total 12 month fees for Items 1 and 2)

Total Bid in Figures

Total Bid in Words

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the Contract Documents, he will accept compensation as stipulated therein.

Date

Bidder

By: _____

Title: _____

Business Address

City, State, Zip Code

Phone

Fax

Email Address

All Bids are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Project name as it appears at the top of the Proposal Form.

STATEMENT OF BIDDER'S 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 is to be submitted with Bid.**

1. Name of Bidder
2. Permanent Main Office Address
3. Form of Entity
4. When Organized
5. Where Organized
6. How many years have you been engaged in business under your present name; also state names and dates of previous firm names, if any.
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? ____ (no) ____ (yes). If so where and why?
9. Have you ever defaulted on a contract?
____ (no) ____ (yes). If so, where and why?
10. Have you ever failed to complete a project in the time allotment according to the Contract Documents?
____ (no) ____ (yes). If so, where and why?
11. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed, if applicable.
12. List your major equipment available for this contract, if applicable.
13. List your key personnel such as project superintendent and foremen available for this contract, if applicable.

STATEMENT OF BIDDER'S QUALIFICATIONS (Continued)

Dated at _____ this _____ day of _____, 20__.

Name of Bidder

BY _____

TITLE _____

State of _____

County of _____

_____ being duly sworn, deposes and
says that the bidder 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 expires _____

SERVICE AGREEMENT

This AGREEMENT is entered into this ____ day of _____ 2012, by and between the City of Portsmouth, NH, (hereinafter referred to as "Owner") and INSERT NAME OF CONTRACTOR (hereinafter referred to as "Contractor"), with a principal place of a business located at INSERT ADDRESS OF VENDOR.

1. **Scope of Services** - Contractor shall carry out the scope of services: as outlined in Bid #23-12 **Boilers and Cooling Towers Equipment Treatment Programs** (hereinafter "BID") for both the City Hall Complex and the Public Library. Nothing in this bid will prohibit the parties from modifying the scope of services by mutual agreement in writing.
2. **Requirements** - The Contractor shall meet all requirements set forth in the General Requirements included within Bid 23-12.
3. **Payment** - Contractor shall submit invoices monthly in the amounts set forth in the bid proposal and payment shall be made by the City of Portsmouth within thirty (30) days. The lump sum to be paid for services provided under this Agreement shall not exceed INSERT AMOUNT for the contract period.
4. **Contract Period** - Contractor shall commence on the date of contract execution and shall expire one year from that date. The City and Contractor shall have the option to renew this contract on a yearly basis, at the original rates, for a total contract period not to exceed three years.
5. **Indemnification** - The Contractor agrees to defend, hold harmless and indemnify the Owner and any of its officers, agents and employees from any and all claims arising out of Contractor's negligent actions or breach of its obligations or warranties under this Agreement.
6. **Insurance**- The Contractor agrees to maintain insurance in the amount and types described in the attached "Insurance Requirements" throughout the duration of the contract and provide the Owner with proof of insurance.
7. **Governing Law** - The validity and interpretation of this Agreement shall be governed by the laws of the State of New Hampshire.
8. **Termination** - The City of Portsmouth may terminate this agreement, in whole or in part, in writing, if the Contractor fails to fulfill its obligations under this Agreement. No such termination may be effected unless the Contractor is given: (1) not less than five (5) working days written notice (delivered by Certified Mail, Return Receipt Requested) of Intent to Terminate; and (2) an opportunity for consultation with the City of Portsmouth prior to termination.
9. **Miscellaneous** - It is understood and agreed that personnel assigned to provide the services hereunder shall not be employees of the City of Portsmouth and the Contractor will pay all wages and all applicable federal and state taxes due.

IN WITNESS WHEREOF, each of the Owner and Contractor has caused this Agreement to be executed and delivered in its name and its behalf by its authorized officer as of the day and year first written above.

City of Portsmouth, New Hampshire

BY: _____
John P. Bohenko, City Manager

Contractor:

BY: _____

Title: _____

GENERAL REQUIREMENTS

SCOPE OF SERVICES

1. INTENT OF CONTRACT

The intent of the contract is to provide a comprehensive program that includes chemicals to treat equipment and piping for three boilers of which the City uses primarily two, and one cooling tower located at the City Hall Complex and treat equipment and piping for one cooling tower located at the Portsmouth Public Library. Contractor to provide the tower controller and chemical feed pumps, as needed, at the City Hall complex to be used for the duration of the service contract. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the terms of the contract.

2. SERVICES

The vendor will conduct a survey of all equipment and cleaning of systems prior to all start-ups at both the City Hall Complex and the Public Library. This service will be included as part of the monthly service fee.

3. MATERIALS FOR COOLING TOWERS at City Hall and Public Library

The contractor shall provide a system product to prevent scale, rust, and corrosion in the entire system, and also provide a dispersant and online descaler to flush the lines of rust, scale, sludge and waste that can contaminate the cooling systems. Contractor will provide treatments for algae, fungus and bacteria, to keep legionella from contaminating the system and to reduce the risk of exposure to legionaries' disease.

4. MATERIAL FOR HIGH PRESSURE BOILERS:

The contractor shall provide appropriate chemicals to maintain the proper levels of chemicals to keep boiler systems from further rusting, corrosion and contamination.

5. EQUIPMENT

Contractor shall replace existing tower controller at the City Hall Complex at no charge to the City to be used for the duration of the contract period. Once the Contract expires the City will return the tower controller within 30 days. If any chemical feed pumps malfunction at either the City Hall Complex or the Public Library, the Contractor shall replace them in the same manner as the tower controller.

INSURANCE REQUIREMENTS

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.

AMOUNT OF INSURANCE

- A) Comprehensive General Liability:
Bodily injury or Property Damage -- \$2,000,000
each occurrence and general aggregate
- B) Automobile and Truck Liability:
Bodily Injury or Property Damage -- \$2,000,000
Combined Single, Limit, per occurrence

TYPES OF INSURANCE

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 in strict accordance with the requirements of the most current laws of the State of New Hampshire.
- B) Bodily Injury Insurance and Contractors Protective Property Damage Insurance.
- C) 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.
- D) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- E) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

ADDITIONAL INSURED

All liability policies shall include the City of Portsmouth, New Hampshire as 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.
- 3) City of Portsmouth shall be listed as a Certificate Holder. The City shall be identified as follows:
 - City of Portsmouth
 - Attn: Legal Department
 - 1 Junkins Avenue
 - Portsmouth, NH 03801

INSURANCE REQUIREMENTS (continued)

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 City of Portsmouth, NH at least thirty (30) days prior to cancellation or non-renewal of such insurance coverage.