

CONTRACT DOCUMENTS AND SPECIFICATIONS

for

**Portsmouth School Department
Power Plant Repair Services**

RFP #46-24

Karen S. Conard, City Manager

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City of Portsmouth
Portsmouth, NH
Portsmouth School Department

RFP# 46-24 Portsmouth School Department Power Plant Repair Services

REQUEST FOR PROPOSAL

Sealed bid proposals, **plainly marked, “RFP #46-24 Portsmouth School Department Power Plant Repair Services” on the outside of the mailing envelope as well as the sealed bid envelope,** addressed to the Finance/Purchasing Department, 3rd floor, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801 will be accepted until **May 29, 2024 at 10:00 a.m.**

The City of Portsmouth, **Portsmouth School Department** is seeking proposals from qualified contractors for mechanical heating repairs to and maintenance to Portsmouth Schools on an as-needed basis. The Portsmouth School Department seeks a three-year contract with potential for (2) two-year extensions. The City of Portsmouth 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.

Proposal specifications and proposal forms may be obtained from the City’s website at www.cityofportsmouth.com/finance/purchasing.

Questions should be sent in writing only to purchasing@cityofportsmouth.com by May 20, 2024 @ 4:00 p.m. Addendum to this request for proposal, 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.

The City of Portsmouth reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal and to negotiate such terms and conditions of a final contract that may be in the best interest of the City of Portsmouth, Portsmouth School Department.

CITY OF PORTSMOUTH
Portsmouth, NH
Portsmouth School Department
RFP #46-24 Portsmouth School Department
Power Plant Services

1. INTRODUCTION

1.1 Purpose

The City of Portsmouth, Portsmouth School Department (hereafter referred to as Owner) is requesting bids for a time and materials contract for Power Plant Services under a term agreement. It is the Owner's intent to award to one (1) contractor. Work will be provided on an as-needed basis to 5 school facilities; Portsmouth High School, Portsmouth Middle School, Dondero Elementary School, Little Harbour Elementary School, and New Franklin Elementary School. The City of Portsmouth 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 plumbing services upon written agreement of both parties.

1.2 Contract Period

It is the Portsmouth School Departments intent that any contract resulting from this solicitation will be for seven (7) years. However, the initial contract period will be for three (3) years with the option for two (2) two-year renewals with the mutual consent of the City of Portsmouth, and the Contractor. The effective date for the initial contract period will be Contract Award date to **July 1, 2027**.

2. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

2.1 SCOPE

- A. The City of Portsmouth, Portsmouth School Department requires a time and materials contract for Power Plant Services under a term agreement contract. Services will include repairs, projects encompassing alteration, renovation, remodeling and major repairs to Portsmouth School Department structures and properties.
- B. Be available 24 hours per day 7 days per week for emergency situations and respond promptly.
- C. Regular rate during normal work hours 8:00 a.m. to 4:00 p.m. and emergency rate during non-work hours.
- D. Flexible in terms of scheduling non-emergency work to meet the needs of the school schedule.
- E. Provide continuity of service personnel as possible.
- F. The PM schedule for all power plant equipment is scheduled twice per year.

- a. Full service of Power Plant Equipment must be completed between the months of July - September.
 - b. Visual inspections and lubrication of mechanical parts per manufacture specification to be completed in the month of January.
- G. The Vendor shall maintain the boiler systems per the manufacturer's recommendation. Any issues or repairs that are required shall be reported to the Director of Buildings & Grounds along with a quote for the repairs. Repair quotes shall have labor and material costs separated before approval of work.
- H. The Vendor shall ensure the readiness of the boilers prior to any required State of New Hampshire Dept. of Labor Pressure Vessel inspection.
- I. All chemicals used shall be EPA, and OSHA approved for use in Boiler Units. Safety Data Sheets (SDS) shall be provided to the State prior to being used in State facilities and shall be posted in the work area.
- J. Prior to the start of any work, Vendor shall follow Lock out/Tagout and Personal Protective Equipment Procedures.
- K. Prior to any Inspection or service Vendor shall check boiler area that is free of any combustible materials, gasoline and other flammable vapor.

Details Regarding Equipment Scope of Work

- A. 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
- B. 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 tanks and motors
- C. 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
 - d. 2 – Hot water storage tanks
- D. 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
- E. 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
 - d. 2 - Hot water tanks and motors
- F. Additional repair services may be needed that is not listed above; a/c mini-splits, additional circulating pumps, exhaust fans, heating and cooling valves, expansion tanks, and all heating/cooling piping system wide.
- G. 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 if requested.

2.3 CONSTRAINTS ON CONTRACTORS

- A. The Contractor is responsible for receiving and storing their own materials, including unloading of delivery trucks, checking deliveries, and transportation to the work site. Material and fabricated pieces may be stored on site only with permission from the Director of Buildings & Grounds.
- B. City of Portsmouth, Portsmouth School Department reserves the right to purchase material or job required merchandise. The Owner will be required to deliver such materials to the job site or compensate the Contractor for providing labor to relocate owner furnished materials to the job site.
- C. Most work will be scheduled during normal business hours, Monday through Friday. Other days/hours may be arranged with the Director of Buildings & Grounds as needed to meet project requirements.
- D. The Contractor is responsible for any necessary drawings to accomplish the required tasks. If engineering is required, Portsmouth School Department will provide these services.
- E. City of Portsmouth, Portsmouth School Department reserves all rights to terminate work at any time and will make payment of the work completed to that point.
- F. All work will be performed according to Local, State and Federal codes under the authority having jurisdiction.
- G. The Portsmouth School Department reserves the right to solicit quotes from another vendor or bid all work.

2.4 CONDITIONS

- A. Any work area will be checked for asbestos and removed by Portsmouth School Department personnel. The Contractor is responsible for reporting any suspect materials to Portsmouth School Department.
- B. Contractor will issue detailed quotes for individual projects. Quotes will be based on rates equal to or less than the proposed rates submitted in the Contractors Proposal. Project costs will not exceed the quoted price unless there is a change in the work. Changes must be reviewed and approved by the Director of Buildings & Grounds.
- C. Services required of the Contractor(s) will be provided on an as-needed basis in response to a specific scope of services.

- D. A Purchase Order will be issued for individual projects prior to the Contractor entering the premises to begin work on any projects.
- E. Schedules will be developed for individual projects or assignments.
- F. Selected Contractors will provide the requested services in a prompt and timely fashion.
- G. Invoices must be submitted for a percentage of completed work using the AIA standardized method of billing with full back up documentation. If additional equipment is required beyond the standard tools of the trade, it must be obtained and billed to the job with prior approval of the assigned Facilities Project Manager.
- H. Material supplied at the Owner's request will be billed at cost plus markup for handling.
- I. Leased or rented equipment not available through the General Contractor will be billed at the invoice price plus actual expenses (fuel, maintenance, insurance, etc.) plus markup if applicable.
- J. Services of sub-contractors providing services under this contract will be billed at invoice cost plus markup.
- K. Portsmouth School Department does not guarantee a minimum commitment.
- L. Portsmouth School Department reserves the right to award to multiple contractors.
- M. Portsmouth School Department reserves the right to add term Contractors to meet Owner needs.
- N. Portsmouth School Department does not accept fuel surcharges

3. SOLICITATION PROCESS INSTRUCTIONS/INFORMATION

3.1 Overview of Solicitation Process/Timeline

- A. Solicitation Release. The solicitation is available on the City's website at <http://www.cityofportsmouth.com/finance/purchasing.htm> under the project name.
- B. Pre-proposal meeting – Not Required.
- C. Questions. All questions concerning this solicitation must be submitted in writing to purchasing@cityofportsmouth.com. All questions must be received by the Deadline for Questions (stated in Section 1.7). Questions received after the deadline will not be answered.
 - 1) Questions will be answered via written addenda posted on the City website.
 - 2) It is the responsibility of the Respondent to verify review of all addenda and other required documentation.
- D. Responses are due by the date/time specified on the **INVITATION TO PROPOSAL MAY 29, 2024 @ 10:00 A.M.** Responses will be opened at that time. Late responses will not be considered.
- E. All responses will be reviewed and evaluated by the evaluation committee.
- F. It is expected that a contract will be signed and become effective by the date listed or another mutually agreeable date.

3.2 GENERAL INSTRUCTIONS

- A. By responding to this solicitation, the Contractor acknowledges that they have read and understands the information contained within this solicitation and has taken the contents into account in the preparation of the response.
- B. The cost for developing a response shall be absorbed by the Contractor.
- C. City of Portsmouth, Portsmouth School Department considers all terms and conditions to be accepted unconditionally by a Contractor unless written exceptions are made to specific clauses of this solicitation. Such exceptions may, however, be used as a basis for rejection of a response.
- D. Failure of a Contractor to follow the instructions of this solicitation may result in rejection of the Contractor's response.
- E. The Contractor certifies, by submitting a response, that neither it nor its principals are presently debarred, suspended, proposed for debarment, have been declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the City of Portsmouth, Portsmouth School Department.
- F. In the case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

3.3 FORMAT & CONTENTS OF PROPOSAL

- A. Responses should address all sections of this solicitation.
- B. Provide the following information:
 - Tab 1 Cover Sheet. Clearly identify the Contractor submitting the response.
 - Tab 2 Executive Summary. (i.e. cover letter) signed by an authorized officer (no more than three pages).
 - Tab 3 Staffing & Organization. Provide a description of the Contractor's organization and staffing including the names and titles of all personnel who would be assigned to the contract.
 - Tab 4 Owner Requirements. If applicable; provide complete information for any services, information, equipment, or space to be provided by Owner.
 - Tab 5 Client References. Provide at least three references where your firm has provided a similar scope of services. For each reference, include company name, address, telephone number, fax number, email address, primary contact, and description of services provided for these clients.
 - Tab 6 Other Information. Provide any other information, which your Firm may choose to reveal to the evaluation committee.
 - Tab 7 Statement of Qualification. Complete in its entirety. (Appendix A – Statement of Qualifications).
- C. The Respondent shall provide unit pricing as called for on the Price Proposal Form, **EXHIBIT A**.
- D. The Respondent shall provide three references as described in **EXHIBIT B**.

3.4 CITY OF PORTSMOUTH RIGHTS/RULES OF CONDUCT

- A. The City of Portsmouth expressly reserves the right to reject any and all bids without penalty, to waive all technicalities and irregularities and deviations of bids from this request for bid, to decide whether a bid does or does not substantially comply with the requirements of this request for bid, to be the final judge as to which is the best overall bid, and to award a contract to the Contractor whose bid it considers to be in the best interest to City of Portsmouth, Portsmouth School Department..
- B. It is the Owner's intent to award to one (1) contractor to be available on an on-call basis as services are needed.
- C. The City of Portsmouth reserves the right to award a contract without discussion or negotiation if it determines that such an award will result in fair and reasonable prices and would be the most advantageous to the City of Portsmouth, Portsmouth School Department.
- D. In the event that the awarded Contractor refuses to enter into a contract, their bid will be rejected.
- E. The City of Portsmouth will evaluate all bids against the evaluation criteria listed in this request for bid and determine which Contractor will best meet the needs of City of Portsmouth, Portsmouth School Department.
- F. In the event that a contract acceptable to the committee cannot be executed with the top Contractor, the committee may eliminate that Contractor from further consideration. The committee may then proceed to conduct negotiations and planning sessions with the Contractor next preferred among the Contractors who have not been eliminated. Such processes will be continued until either an acceptable contract is executed or all bids have been eliminated.
- G. City of Portsmouth, Portsmouth School Department reserves the right to negotiate simultaneously with more than one Contractor.

3.5 EVALUATION CRITERIA

Evaluation criteria will be based on, but not necessarily limited to the following factors:

- A. Overall suitability of the response for current and future needs of City of Portsmouth, Portsmouth School Department
- B. Ability to deliver service in as short a time as possible
- C. Competitiveness and stability of pricing
- D. Response to Section 2. Scope of Work/Technical Specifications
- E. Financial stability and ability of Firm to fulfill the contract
- F. Proposed approach
- G. Services offered
- H. Support
- I. References from other companies/institutions for which your Firm has provided similar programs
- J. Comprehensiveness of response
- K. Conformance of response to instructions for format and contents of the solicitation
- L. Negative findings or judgments on the basis of any one of the above criteria may result in elimination of a given response from further consideration.
- M. Proven experience working with Municipalities, schools and other City managed facilities.

4. EXECUTION OF A CONTRACT

A. Contract

- 1) The Owners agent listed above will work with the selected Contractor's representative(s) to develop a mutually agreeable contract.
- 2) All terms and conditions will be taken into consideration when developing the contract as will the specific tasks and deliverables outlined in Section 2, Scope of Work/Technical Specifications.

B. Contract Terms and Conditions

- 1) Contractor shall guarantee their pricing structure for a specific period of time. If pricing changes, Contractor must request increase in writing, and increase must be approved by City of Portsmouth, Portsmouth School Department, in writing, with a minimum of thirty (30) days' notice.
- 2) Extensions

The intent to renew or not to renew the contract by either party shall be filed in writing with the Owner's Agent by May 1st for the succeeding contract year. The Owner's Agent is to be advised if that is not possible.
- 3) It is City of Portsmouth, Portsmouth School Department intent that the required negotiation and approvals for any extension will be completed by June 1st of the Contract year for the succeeding contract year. The Owner's Agent will represent the City of Portsmouth, Portsmouth School Department during negotiations.
- 4) The Contract Agreement shall be as shown in **EXHIBIT C**.

4.3 CONTRACT TERMINATION/CANCELLATION

- A. The Owner may without prejudice to any right or remedy, and after giving the Contractor and its sureties written notice, terminate the contract forthwith if any of the following conditions exist:
- 1) If the Contractor should be adjudged bankrupt;
 - 2) If the Contractor shall make a general assignment for the benefit of its creditors, or a receiver should be appointed over the property;
 - 3) If the work under this contract shall be abandoned or for deficiencies not corrected within a reasonable time; and,
 - 4) If this contract or any part hereof shall be subcontracted without previous written consent the City of Portsmouth, Portsmouth School Department.
- B. The City of Portsmouth reserves the right to cancel the contract awarded to the Contractor, if in the City's judgment, performance under the contract is unsatisfactory. It is understood, however, that if at any time during the term of the contract performance thereunder is deemed to be unsatisfactory, the City of Portsmouth, Portsmouth School Department shall so notify the Contractor and demand that the Contractor shall correct such unsatisfactory conditions immediately but not more than ten (10) days from such notification. If such corrections are not

made within the allotted time period, City of Portsmouth, Portsmouth School Department may terminate the contract within thirty (30) days of the initial notification date.

- C. The contract will automatically terminate at the end of the initial contract period unless both parties agree to a renegotiated optional extension.
- D. Either party may without prejudice to any right or remedy, and after giving the other party thirty (30) calendar days written notice, terminate the contract.

4.5 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

- A. The Contractor agrees to maintain records arising from the operation of this contract for a period of two (2) years following its termination or expiration date, unless permission to the contrary is given by the City of Portsmouth, Portsmouth School Department in writing. The Contractor agrees to provide access to its accounting information pertaining to this City of Portsmouth, Portsmouth School Department contract in the event an audit is requested.
- B. Director of Building's & Ground's will be the designated representative for this contract and shall be the official operational contact for the Contractor. Questions of conduct, methods, quantity, quality, scheduling, etc. to this individual during the term of the contract.
- C. The Contractor will be responsible for purchasing merchandise and services and executing contracts in its own name and at its own cost and expense and on its own credit.
- D. The Contractor will be responsible for verifying that all agents, employees and subcontractors assigned to the City of Portsmouth, Portsmouth School Department projects hold current and appropriate State of New Hampshire trade licenses, certifications or other credentials to perform the work required as applicable to the project. The Contractors' agents, employees and subcontractors must present current credentials upon request.
- D. The Contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel. A list of employees shall be furnished to City of Portsmouth, Portsmouth School Department.
- E. The Contractor agrees to undertake criminal background checks and sex offender registry checks in advance of assigning any of its employees or agents to City of Portsmouth, Portsmouth School Department projects. The Contractor must present evidence of criminal background checks upon request.
- F. City of Portsmouth, Portsmouth School Department may request removal and/or reassignment, for cause, of Contractor employee, agent or subcontractor. The Contractor agrees to comply with such requests within ten days of receipt of the request and reassign said employee, agent, or subcontractor so that they will no longer provide goods or services pursuant to this Agreement. City of Portsmouth, Portsmouth School Department shall pre-approve all new and re-hired Contractor personnel.
- G. The successful Contractor shall be fully responsible for the provision and support of goods and services required hereafter. All subcontractors hired by the Contractor must adhere to the original RFB and the terms of any resulting agreement.

- H. The Contractor, subcontractor and their employees, shall observe all City of Portsmouth, Portsmouth School Department rules and regulations that are applicable to the City of Portsmouth, Portsmouth School Department employees while on the worksite.
- I. The Contractor shall not offer employment to members of City of Portsmouth, Portsmouth School Department Staff without first notifying City of Portsmouth, Portsmouth School Department twenty-four hours in advance of the offer.
- J. The Contractor agents, employees and subcontractors will be professional and courteous in all their dealings with City of Portsmouth, Portsmouth School Department staff, as well as any other customers, contractors or individuals with whom they come in contact with in the course of providing goods or services hereunder.
- K. The Contractor shall be responsible to City of Portsmouth, Portsmouth School Department for the acts and omissions of all persons directly or indirectly employed by him.
- L. The Contractor agrees that all employees will be neatly attired and will wear visible name tags at all times.
- M. The Contractor shall provide adequate supervision. The Contractor or his authorized agent will make sufficient daily inspections to ensure that the work is performed as required by this contract.
- N. Persons employed shall be at least 18 years of age and not have a criminal conviction, unless a written waiver is granted by City of Portsmouth, Portsmouth School Department.

4.6 RIGHTS AFFORDED TO BOTH PARTIES

- A. Awarded Contractor shall indemnify and hold harmless the City of Portsmouth, Portsmouth School Department and its affiliates, trustees, officers, directors, employees and agents from and against any and all liabilities, claims, damages, awards, judgments, costs and expenses (including reasonable attorneys' fees) arising out of its negligent acts or omissions of the negligent acts or omissions of its employees, agents, contractors or affiliates. This section shall survive termination of the contract.
- B. If, because of riots, war, public emergency or calamity, fire, earthquake, Acts of God, government restriction, labor disturbance or strike, business operations at the University/College shall be interrupted or stopped, performance of this contract, with the exception of moneys already due and owing shall be suspended and excused to the extent commensurate with such interfering occurrence, and the expiration date of the contract may be extended for a period of time equal to the time that such default in performance is excused.
- C. The contract shall be governed by and construed in accordance with the laws of the State of New Hampshire. In the event any provision of these terms and conditions shall be declared illegal or unenforceable by a competent court within this jurisdiction the remaining provisions shall remain in full force and effect. Any litigation related to this agreement will be brought and maintained in courts within the State of New Hampshire.
- D. This contract is one of specialized service. Neither party may assign this contract without the written consent of the other party; and any assignment attempted without such consent shall give the other party the immediate right to cancel this contract except that the Contractor may assign this contract with the consent of Owner to any subsidiary or affiliate of the Contractor or any

corporation into which the Contractor or its successor may be merged, converted or consolidated, or which may otherwise succeed to substantially all of its assets; but the Contractor shall during the term hereof remain liable for its obligation hereunder.

4.7 INSURANCE REQUIREMENTS

Within ten (10) business days after the Owner mails, emails, sends a fax transmission or delivers a Notice of Acceptance, Agreement or Purchase Order, or prior to beginning work onsite, whichever is sooner, the successful Contractor shall deliver to the Owner the Certificate of Insurance as specified in the City of Portsmouth Insurance Requirements.

4.8 PAYMENT BOND AND PERFORMANCE BOND - NOT REQUIRED

4.9 MEDIATION

- A. In the event the parties are unable to resolve a dispute, controversy or claim arising under this agreement, then either party may give written notice to the other party of its intention to mediate. Any dispute arising under this Agreement may be settled by mediation in the State of New Hampshire in accord with such.
- B. If the dispute has not been resolved through mediation within thirty (30) days after the written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the parties shall be free to litigate the matter.
- C. In the event of any mediation or litigation arising under this Agreement, each party shall be responsible for its own costs and expenses arising therefrom, including any and all attorney's fees. Neither party shall seek reimbursement from the other party.

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 - \$2,000,000
Per occurrence and general aggregate
- B) Automobile and Truck Liability: Bodily Injury or Property Damage - \$2,000,000
Per occurrence and general aggregate

Coverage requirements can be met with excess policies

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

- A) Workers Comprehensive 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 Comprehensive General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

ADDITIONAL INSURED

All liability policies (including any excess policies used to meet coverage requirements) shall include the City of Portsmouth, New Hampshire as named Additional Insured.

- A) The contractor's insurance shall be primary in the event of a loss.
- B) 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.
- C) 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

NOTICE OF INTENT TO AWARD

Date:

To:

IN AS MUCH as you were the low responsible bidder for work entitled:

RFP #46-24 Portsmouth School Department Power Plant Repair Services

You are hereby notified that the City intends to award the above referenced project to you.

Immediately take the necessary steps to execute the Contract:

- 1) Provide required bonds and proof of insurance within ten (10) calendar days from the date of this Notice.
- 2) Initiate the security clearance requirements with the Portsmouth Police Department

The City reserves the right to revoke this Notice if you fail to take the necessary steps to execute this Contract.

City of Portsmouth, Portsmouth School Department
Portsmouth, New Hampshire

Title:

NOTICE TO PROCEED

DATE:

RFP #46-24 Portsmouth School Department Power Plant Repair Services

TO:

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK IN ACCORDANCE
WITH THE AGREEMENT DATED, _____

CITY OF PORTSMOUTH, N.H.

BY: Kenneth Linchey

Director of Buildings & Grounds

ACCEPTANCE OF NOTICE

RECEIPT OF THE ABOVE NOTICE TO
PROCEED IS HEREBY ACKNOWLEDGED BY

This the _____ day of _____ 20__

By: _____

Title: _____

GENERAL REQUIREMENTS

1. AUTHORITY OF CITY REPRESENTATIVE

- (a) All work shall be done under supervision and to the satisfaction of the Project Representative. The Project's Representative will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions that may arise as to the interpretation of the plans and specifications; and all questions as to the acceptable fulfillment of the Contract by the Contractor.
- (b) The Project Representative will have the authority to suspend the work wholly or in part for such periods as he may deem necessary due to the failure of the Contractor to correct conditions unsafe for workers or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for conditions considered unsuitable for the prosecution of the work, including unfit weather; or for any other condition or reason deemed to be in the public interest. The Contractor shall not be entitled any additional payments arising out of any such suspensions.
- (c) The Project Representative reserves the right to demand a certificate of compliance for a material or product used on the project. If the Project Representative determines the certificate of compliance is unacceptable, the Contractor may be required to provide engineering and testing services to guarantee that the material or product is suitable for use in the project, at its expense.

2. PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPES

- (a) The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.
- (b) When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or as a result of the failure to perform work by the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing rebuilding, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.
- (c) If the Contractor fails to repair, rebuild or otherwise restore such property as may be deemed necessary, the Owner, after 48 hour notice, may proceed to do so, and the cost thereof may be deducted from any money due or which may become due the Contractor under the contract.

3. SAFETY PRECAUTIONS

Upon commencement of work, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions necessary to ensure the safety of employees on the site, other persons who may be affected thereby, including the public, and other property at the site or adjacent thereto.

4. TEMPORARY FACILITIES

Storage Facilities: (a) Equipment and materials shall be stored in a location approved by the Project Representative; (b) Contractor shall protect all stored materials from damage by weather or accident and shall insure adequate drainage at and about the storage location; and prior to final acceptance of the work all temporary storage facilities and surplus stored materials shall be removed from the site.

Sanitary Facilities: Contractor shall be provided with reasonable access to toilet facilities for the use of the workers employed on the work.

Water Facilities: Contractor shall be provided with reasonable access to water facilities for construction operations.

Temporary Electricity: Contractor shall be provided with reasonable access to electrical power necessary for construction operation at the site.

5. PAYMENT AND GUARANTEES

General

- (a) The Contractor shall be liable to OWNER for failure to repair, correct, renew or replace, at his own expense, all damage due or attributable to defects or imperfections in the construction which defects or imperfections may be discovered before or at the time of the final inspection and acceptance of the work by the Project Representative.
- (b) No monies, payable under the contract or any part thereof, shall become due or payable if the Project Representative so elects, until the Contractor shall satisfy OWNER that the Contractor has fully settled or paid all labor performed or furnished for all equipment hired, including trucks, for all materials used, and for fuels, lubricants, power tools, hardware and supplies purchased by the Contractor and used in carrying out said contract and for labor and parts furnished upon the order of Contractor for the repair of equipment used in carrying out this contract; and the Project Representative, if so electing, may pay any and all such bills, in whole or in part.
- (c) Any extra work performed will be paid for at the price negotiated between OWNER and the Contractor. If no agreement can be negotiated, the Contractor will accept as payment for extra work, cost plus 15% (overhead and profit). Costs shall be substantiated by invoices and certified payroll.

Final Acceptance

- (a) Upon due notice from the Contractor of presumptive completion of the entire project, Project Representative will make an inspection. If all construction provided for and contemplated by the contract is found complete to their satisfaction, this inspection shall constitute the final inspection. Project Representative will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection.
- (b) If, however, the Project Representative's inspection discloses any work in whole or in part, as being unsatisfactory, the Contractor will be given the necessary instructions for correction of such work, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the Project Representative will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.
- (c) When the project has been accepted and upon submission by the Contractor of all required reports, completed forms, affidavits, releases and certifications, OWNER will make final payment.

General Guaranty and Warranty of Title

- (a) Neither final payment nor any provision in the contract nor partial or entire use of the improvements embraced in this Contract by OWNER or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to

any express or implied warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting from which shall appear within a period of twelve (12) months from the date of final acceptance of the work. Owner will give notice of defective materials and work with reasonable promptness.

- (b) No material, supplies or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease purchase or other agreement by which an interest therein or in any part thereof is retained by the Seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have the right to a lien upon any improvements or appurtenances thereon.
- (c) Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of OWNER. The provisions of this paragraph shall be inserted in all subcontractors and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.
- (d) At completion of the project, Contractor provides the Owner, written guarantee of one (1) year workmanship warranty.

STANDARD SPECIFICATIONS

All work on this contract is to be done in accordance to:

1. Requirements of the City of Portsmouth Plumbing Inspector.
2. Contractor shall employ persons possessing a valid State of New Hampshire State of New Hampshire Master Plumber's License and Gas Fitter's License.
3. The Vendor must be licensed to work in the State of New Hampshire, have a minimum of Five (5) years' verifiable commercial experience in boiler maintenance and repair.
4. Technicians employed by the Vendor must have a State of New Hampshire Gas Fitters license.

EXHIBIT A

PROPOSAL FORM

Contractor 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.

<u>YEAR 1 - 7/01/2024 - 6/30/25</u>		<u>Normal Rate</u>	<u>Overtime/ Emergency Rate</u>
A.	Heating Technician	\$ _____/Hour	\$ _____/Hour
B.	Helper	\$ _____/Hour	\$ _____/Hour
E.	Rate as Consultant	\$ _____/Hour	
F.	Mileage	\$ _____/per mile	
F.	Materials Mark-up or Discount	_____ % (percentage over cost)	

<u>YEAR 2 – 7/01/2025 - 6/30/26</u>			
A.	Heating Technician	\$ _____/Hour	\$ _____/Hour
B.	Helper	\$ _____/Hour	\$ _____/Hour
E.	Rate as Consultant	\$ _____/Hour	
F.	Mileage	\$ _____/per mile	
F.	Materials Mark-up or Discount	_____ % (percentage over cost)	

<u>YEAR 3 – 7/01//2026 - 6/30/2027</u>			
A.	Heating Technician	\$ _____/Hour	\$ _____/Hour
B.	Helper	\$ _____/Hour	\$ _____/Hour
E.	Rate as Consultant	\$ _____/Hour	
F.	Mileage	\$ _____/per mile	
F.	Materials Mark-up or Discount	_____ % (percentage over cost)	

PROPOSAL FORM (continued)

By signing below I agree that:

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

Submitted By: _____
Print Name & Title

Date: _____

Signature: _____

Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____

E-mail: _____

EXHIBIT B

STATEMENT OF QUALIFICATIONS

Must be supplied with Bid

All questions must be answered and the data given must be clear and comprehensive. Add separate sheets if necessary

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 the contracting business under your present name; also state names and dates of previous firm names, if any
7. Contracts on hand; (schedule these, showing gross amount of each contract and the approximate anticipated dates of completion).
8. General character of work performed by your company.
9. Have you failed within the last seven years to complete any work awarded to you?
_____(no)_____(yes). If so, where and why?
10. Have you defaulted on a contract within the last seven years?
_____(no)_____(yes). If so, where and why?

11. Have you ever failed to complete a project in the time allotment according to the Contract Documents?

_____ (no) _____ (yes). If so, where and why?

12. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.

13. List your major equipment available for this contract.

14. List any subcontractors whom you would expect to use for this project and their scope of work (unless this work is to be done by your own organization).

Roofing _____

Sealant _____

Scaffolding _____

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

Name of Bidder

BY _____

TITLE _____

EXHIBIT C

CONTRACT AGREEMENT

RFP #46-24 Portsmouth School Department Power Plant Repair Services

THIS AGREEMENT is made as of the ____ day of ____ in the year 2024 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 – Director of Buildings & Grounds for the Portsmouth 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 email.

ARTICLE III - CONTRACT TIME - The initial contract period will commence upon award of Contract, and end on June 30, 2027 unless earlier terminated.

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

ARTICLE V - PAYMENT – The Contractor shall invoice the Owner within 30 days of completion of the work performed or monthly. All material invoices must be submitted with vendors’ invoice to Contractor.

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 – NONDISCRIMINATION- Any entity that enters a contract for goods or services with the City of Portsmouth or any of its boards, agencies and departments and any recipient of city funds shall:

- a) Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting, or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

Not discriminate in the performance of the contract on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status

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

ARTICLE XI - 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: _____

By: _____

Karen Conard, City Manager

Printed Name: _____

Title: _____