

**City of Portsmouth, Portsmouth, NH
School Department Plumbing Repair Services**

INVITATION TO BID

Sealed bid proposals, plainly marked "Plumbing Repair Services Contract" will be accepted at the office of the Business Administrator, Portsmouth School Department, 1 Junkins Avenue, Suite 402, Portsmouth, NH 03801, until Thursday November 6, 2014 at 2:00 pm at which time all bids will be publicly opened and read aloud.

The scope of work includes plumbing repair services for the Portsmouth School Department buildings and sites on an as-needed basis. Contractor shall employ persons possessing a valid State of New Hampshire Master Plumber's License and Gas Fitter's License. Employees assigned to this work must pass a State of NH Criminal Records Check. The City may, from time-to-time, have plumbing 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. Specifications and bid proposal form may be obtained from the Business Administrator at the above address or at <http://www.cityofportsmouth.com/finance/purchasing.htm>.

Any addenda to this bid, including written answers to questions, will be posted on the City of Portsmouth website at <http://www.cityofportsmouth.com/finance/purchasing.htm> under the appropriate project heading. Addenda and updates will NOT be sent directly to contractors. Check the web site daily for addenda and updates after the release date. Bidders should print out, sign and return addenda with the bid proposal; failure to do so may result in disqualification.

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 of Portsmouth.

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INSTRUCTIONS TO BIDDERS

BIDDING REQUIREMENTS AND CONDITIONS

1. **Special Notice to Bidders**

Following these instructions is a complete set of bidding forms. These forms may be detached and executed for the submittal of a bid. The specifications, and other provisions will be considered as part of the contract, whether attached or not to the submitted bid.

The bidders must submit a statement of bidder's qualifications, if requested, subsequent to bid opening but prior to award.

Addenda to this proposal, 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 proposal 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. **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 specifications which is in conflict with any such law, by-law, ordinance or regulation the bidder shall forthwith report it to the City.

3. **Preparation of Proposal**

The bidder shall submit its price proposal upon the form furnished by the City. The bidder's proposal must be signed with ink by an individual authorized to bind the firm to contractual obligations.

4. **Nonconforming Proposals**

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

- If the proposal is on a form other than that furnished by the City, 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;

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- 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.

5. Delivery of Proposals

When sent by mail, the sealed proposal shall be addressed to the City 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.

6. Withdrawal of Proposals

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

7. 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.

8. Disqualification of Bidders

Any or all of the following reasons may be deemed by City in its sole discretion as being sufficient for the disqualification of a bidder and the rejection of the 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;
- 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 City, 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;
- Contractor lacks any special qualification set forth below;
- Such disqualification would be in the best interests of the City.

Special Qualification: In the business of general plumbing for at least five (5) years.

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AWARD

1. Consideration of Proposals

After the proposals are opened and read, they will be compared on the basis of the selection criteria. Bid results will be available to the public.

2. Selection Criteria

In addition to bid prices, additional factors will be considered as integral to determining whether bidder is qualified, including, but not limited to:

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

Bidder may be asked to submit a qualifications statement and bidder shall supply three (3) references.

3. 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 using the contact information provided on the proposal, that the bid has been accepted and that it will be awarded the contract upon submission of required documents.

4. Reservation of Rights

The City reserves the right to reject any or all proposals, to waive technicalities or to advertise for new proposals, if, in the sole discretion of the City, the best interest of the City of Portsmouth will be promoted thereby.

The City reserves the right to make inquires regarding the qualifications and reputation of the bidder. By submitting a bid proposal, bidder agrees to hold harmless the City and its employees and agents from any and all claims, actions, and damages arising from such investigation. Bidder may be requested to execute releases.

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5. Additional Work

The City may, from time-to-time, have plumbing 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.

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Price Proposal Form

Bidder must complete all of the following items including the optional 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 - 2014/2015</u>			
		<u>Normal Rate</u>	<u>Emergency Rate</u>
A.	Plumber	\$ _____/Hour	\$ _____/Hour
B.	Helper	_____/Hour	\$ _____/Hour
C.	Rate as Consultant	\$ _____/Hour	
D.	Materials Mark-up or Discount (Specify) _____% (Expressed as a percentage over cost)		

<u>OPTIONAL YEAR 2 - 2015/2016</u>			
		<u>Normal Rate</u>	<u>Emergency Rate</u>
A.	Plumber	\$ _____/Hour	\$ _____/Hour
B.	Helper	_____/Hour	\$ _____/Hour
C.	Rate as Consultant	\$ _____/Hour	
D.	Materials Mark-up or Discount (Specify) _____% (Expressed as a percentage over cost)		

<u>OPTIONAL YEAR 3 - 2016/2017</u>			
		<u>Normal Rate</u>	<u>Emergency Rate</u>
A.	Plumber	\$ _____/Hour	\$ _____/Hour
B.	Helper	_____/Hour	\$ _____/Hour
C.	Rate as Consultant	\$ _____/Hour	
D.	Materials Mark-up or Discount (Specify) _____% (Expressed as a percentage over cost)		

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The Contractor must supply three references, with this completed price proposal form.

By signing below I agree that:

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

Date: _____

Submitted By: _____
Print Name & Title

Signature: _____

Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____

E-mail _____

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Bid Specifications and Contract Terms

During the course of a year the Portsmouth School Department requires plumbing repair services for its school facilities. The City of Portsmouth does not represent that it will utilize Contractors' services any guaranteed number of times over the course of the year. Contractor shall:

- Provide services on an as-needed basis to 7 school facilities (facilities include toilets, sinks, water coolers, piping, etc.);
- Be available 24 hours per day 7 days per week for emergency situations and respond promptly;
- Be flexible in terms of scheduling non-emergency work to meet the needs of the School schedule;
- Provide maximum continuity of service personnel as possible; and
- Supply all necessary tools and equipment to perform the work as requested.

Contractor shall provide plumbing repair services for a period of one year at the prices set forth in the Price Proposal for Year 1. Contractor shall invoice within thirty (30) days of completion of any work. Both the City of Portsmouth and the Contractor must agree on any extensions beyond the first year.

Any job exceeding twenty-five hundred dollars (\$2,500.00) shall be submitted to the Business Administrator for review. The City of Portsmouth reserves the right to place out to bid any job that is estimated to go over this amount.

Contractor must comply with all local and State laws, rules and regulations for a plumber and possess a valid State of New Hampshire Master Plumber's License and Gas Fitter's License as applicable.

Contractor shall maintain insurance coverage as required in these bid documents.

Contractor shall defend, indemnify and hold harmless Portsmouth, and its agents, officials and employees from and against any and all claims, actions, damages and losses incurred by the City arising out of or relating to Contractor's negligence or breach of its obligations or warranties set forth in this Agreement, except to the extent such claims, actions, damages or losses are caused by the negligent acts or omissions of Portsmouth.

Failure to meet these specifications and contract terms may result in termination of the award to the Contractor, at the City's discretion.

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INSURANCE REQUIREMENTS

GENERAL

The Contractor shall purchase and maintain, until acceptance of the work, insurance of the limits and types specified below from an insurance company approved by the City, in addition to the following:

INSURANCE COVERAGE REQUIREMENTS

AMOUNT OF INSURANCE

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

TYPES OF INSURANCE

1. Consultant shall carry Comprehensive General Liability Insurance with combined single limits not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage and \$2,000,000 for general aggregate.
2. Consultant shall carry Automobile Liability Insurance, including owned and hired motor vehicles, on an occurrence form with a combined single limit of not less than \$1,000,000 for Bodily Injury and Property Damage.

The City of Portsmouth shall be named as an additional insured on these liability policies. Coverage amounts can be met through umbrella/excess policies.

3. Consultant shall carry Worker's Compensation Insurance for all persons employed under this contract in accordance with the statutory requirements.

Applicable to all insurances requirements:

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

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

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

ADDITIONAL INSURED

All liability policies shall include the City of Portsmouth, New Hampshire as a named Additional Insured.

1. The Contractor's insurance shall be primary in the event of a loss.
2. The Additional Insured endorsement must include language specifically stating that the entity is to be covered for all activities performed by, or on behalf of, the Contractor, including the City of Portsmouth's general supervision of the Contractor.

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Notice of Award

To: _____

Provide within ten (10) days of this Notice of Award the following:

- Copies of applicable licenses for all individuals who may do work pursuant to this contract.
- Completed applications for criminal background check.
- Proof of insurance satisfactory to the Legal Department.

Dated: _____

Business Administrator