

City of Portsmouth  
Portsmouth, New Hampshire  
Public Works Department

**REQUEST FOR PROPOSALS**  
**RFP #13-17**  
**Fire Hydrant Cleaning & Painting**

**Sealed** Request for Proposals, **plainly marked “RFP # 13-17 - FIRE HYDRANT CLEANING, PRIMING AND PAINTING – CITY OF PORTSMOUTH” 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. September 19, 2016.

The City of Portsmouth is soliciting Proposals from contractors who wish to provide services to clean, prime and paint approximately five hundred (500) fire hydrants in the Portsmouth Water Division’s service territory.

This RFP may be obtained from the City’s web site: <http://www.cityofportsmouth.com/finance/purchasing.htm>. Addenda to this RFP 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 Jim Tow, General Foreman. He can be contacted at (603) 766-1438 or by email [jvtow@cityofportsmouth.com](mailto:jvtow@cityofportsmouth.com)

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.

## **SECTION I - GENERAL INFORMATION**

The City of Portsmouth is in search of an experienced contractor with experience in fire hydrant painting to provide all labor, materials, tools and equipment to clean, prime and paint approximately 500 fire hydrants throughout the water system's service territory in Portsmouth, Newington, Greenland, and New Castle.

All work is to be completed by June 30, 2017.

Interested contractors should visit designated areas of the proposed work to familiarize themselves with the project and to pose questions or request additional information. Interested contractors should review this document in its entirety prior to visiting the project area.

Questions regarding this submittal should be directed to Jim Tow, General Foreman at (603) 766-1438 or via email at [jvtow@cityofportsmouth.com](mailto:jvtow@cityofportsmouth.com). Site visits can be arranged with Mr. Tow.

The City will not reimburse any proposer for any costs associated with the preparation and submission of a proposal.

## **SECTION II- SCOPE OF WORK**

Attached to this document please find a map with hydrant locations. Contractors are responsible for determining scope of work, measurements, material quantities, sizes and site conditions that will affect work. Contractors should acquaint themselves with job conditions by site review. Failure to do so will not relieve Contractor of the obligation to furnish all services necessary to carry out the work.

**Additional project requirements and specifications are set forth in Attachment 1 and should be carefully reviewed.**

The City assumes no responsibility for representations made by its officers or employees prior to the execution of this contract unless such representations made are given in writing as part of this RFP process. No additional allowance will be granted because of lack of knowledge of conditions.

## **SECTION III-SUBMISSION AND EVALUATION OF PROPOSAL**

Proposals must be submitted in a sealed envelope no later than 2:00 p.m. September 19, 2016, and addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, NH 03801. Any proposal received after the specified date and time will not be considered and will not be opened. Proposals delivered via facsimile, e-mail, or any format other than within a sealed envelope shall not be considered.

## **Withdrawal of Proposals**

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

## **Submittal Requirements**

1. Provide a cover letter summarizing company experience and resources for the hydrant painting work and providing contact information.
2. Describe briefly how the firm plans to schedule, coordinate and complete work.
3. Provide at least 3 references that demonstrate that the firm has the necessary experience and resources and a commitment to quality and timely work. For each reference provide a contact name, address, phone/email, description of project, and date of service.
4. Complete and enclose the Price Proposal Form.
5. Include any additional information the firm determines may be useful to the City's evaluation.

## **Evaluation Criteria**

Selection shall be based on:

1. Experience and resources;
2. Record of successfully performing similar work;
3. Proposed schedule and coordination for completion of the work; and
4. Cost.

Upon review of responsive proposals using the criteria outlined above, the City will select the highest scoring firm with whom to negotiate a final Scope of Services and fee. If the City is unable to reach agreement with the highest ranking firm, the City will enter into negotiations with the next highest ranking firm and so on.

When the contract is executed by both parties, the consultant will be instructed to commence providing the work outlined in the contract.

## **SECTION V - RESERVATION OF RIGHTS**

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 is determined to be in the best interest of the City.

The City reserves the right to negotiate directly with the firm selected for additional project work.

The City reserves the right to undertake such investigation as it deems necessary to evaluate the qualifications of the firm and to evaluate its submittal. Firms may be asked to submit releases as part of the investigation and review of qualifications. Firms may be invited for interviews. Failure to provide a release if requested will result in disqualification.

**PRICE PROPOSAL FORM****PROPOSAL CERTIFICATE**

The undersigned represents that they are authorized to bind the proposer to the pricing amount specified and hereby offers to provide to the City of Portsmouth the commodities and services as contained in the attached competitive sealed proposal specifications at the price stated in complete accordance with all conditions of the Request for Proposal specifications.

Proposer agrees that the proposal shall be open for acceptance for sixty (60) calendar days from the date of submittal to the City of Portsmouth.

The contractor certifies that proposal submitted for the cost per hydrant, if accepted and a contract consummated, will be considered by the City as a **not to exceed price**. If it is discovered that there are changed conditions on the hydrant in question or work on the hydrant other than cleaning and painting is needed to arrive at a satisfactory conclusion, all work must cease on the hydrant in question and discussed with the City's representative.

The undersigned certifies that this Proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this section the word "person" means any natural person, joint venture, partnership, corporation or other business or legal entity.

Bid Amount: PRICE PER HYDRANT to WIRE BRUSH CLEAN AND PAINT: \$ \_\_\_\_\_  
Price in Figures

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Price in Words

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**Authorized Signature**

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**Name (Print)**

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**Title**

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**Company**

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**Address**

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**City, State, Zip Code**

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**Email Address**

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**Telephone Number**

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**Fax Number**

**Attachment I**

**PROJECT REQUIREMENTS AND SPECIFICATIONS**

**Scope of Work**

The work included in this proposal shall be for fire hydrant preparation for painting by wire cleaning, priming, and painting. All work must conform to the accepted practices for cleaning, priming and painting of fire hydrants. Work shall include complete wire cleaning, one (1) spray coating of primer material to be applied immediately after cleaning, one (1) spray coating of paint material 4-28 hours after primer application on each fire hydrant and one (1) coat of paint on caps of hydrant. Furthermore, the contractor is responsible for cleanup of material from the sidewalk, driveway, surrounding paved area, and turf and/or landscaping. The contractor shall provide protection to any sidewalk, driveway, paved area, turf and/or landscaping so spray primer/paint material does not discolor said sidewalk, driveway, paved area, turf and/or landscaping. Contractor is responsible for proper safety during painting and proper disposal of waste materials from each hydrant.

The work is to be completed by **June 30, 2017**.

**Material Specifications**

The contractor shall use the following materials for priming and painting of the fire hydrants and shall follow all recommended specifications and procedures outlined by the product manufacturer:

**Primer-** Sherwin Williams High Performance Alkyd Kembond

**Paint** – Sherwin Williams High Performance Acrylic “Sher-Cryl HPA” Model B66-300 Series Gloss (Safety Yellow) SW4084. Two (2) full applications per hydrant.

The contractor must use the following materials for painting of the top caps and nozzle covers of the fire hydrant based on required color coding for specific hydrants.

**Paint** – Sherwin Williams High Performance Acrylic “Sher-Cryl HPA”

- Light Blue/Safety Blue SW4086 – Hydrants with flow of 1500 GPM or more
- Safety Green SW4085 – Hydrants with flow from 1000 to 1500 GPM
- Safety Orange SW4083 – Hydrants with flow from 500 to 1000 GPM
- Safety Red SW4081 – Hydrants with flow of 500 GPM or less.

***The contractor shall guarantee a minimum two (2) years on labor and a minimum three (3) years on the materials used.*** Upon inception and completion of the project, all painting/priming materials are to be visually inspected by the City of Portsmouth’s Water and Sewer General Foreman or designee.

## Attachment I

### **Hours of Operation**

All work shall be performed during daylight hours Monday – Friday between 7:30 a.m. to 3:30 p.m. The Water Sewer Billing Foreman or his designee will be notified daily prior to the commencement of work. No work may take place from 3:30 p.m. on Fridays to 7:30 a.m. on Mondays, nor on Holidays observed by the City of Portsmouth during the work period, without prior approval from the City. Contractor shall submit to the City, in advance of work, a health/safety traffic control plan of work as needed for hydrants that are near the travel way. City will provide flaggers when necessary.

### **Inspection**

The City shall at all times have access for inspection to all portions of the work, on the site of the work or where materials are stored or to be furnished from, and the Contractor shall furnish from time to time such samples of each separate component forming the materials to be used in the improvement as may be required by the City.

If at any time during the progress of the work any material is rejected or if any of the work is wholly or in part improperly constructed, then the Contractor, at its expense, shall immediately remove all rejected material and shall reconstruct all work improperly done. In case the Contractor shall neglect or refuse after seventy-two (72) hours written notice to remove or replace said rejected work or material, the work shall be removed by the Owner and the Owner's cost of labor, material and supervision thereof deducted from any money due the Contractor.

### **Suspension of Work**

Should the Contractor, with the approval of the City, stop work or should the weather conditions in the opinion of the City be such that the work could not be properly and safely performed, then the City may suspend the work until such time as weather conditions shall permit proper painting. In case of work stoppage, the Contractor shall, at its expense, store and be responsible for material and protection of the work and be responsible for all accidents as though the work was in progress. Should the work be delayed or suspended with the approval of the City, the time of delay or suspension may be added to the time set for completion of the work.

### **Waivers of Lien Required**

The City reserves the right to direct that no payment be made to the Contractor should the City have reason to believe that said Contractor has failed for any reason to make just payment to any employee, subcontractor, or material supplier used or employed by the Contractor in the prosecution of the work, until the City is satisfied that full and proper payment has been made. The Contractor shall secure and file with the Owner progress and final waivers of lien for all materials incorporated into and labor and equipment employed on the work before payment requests are processed.

Attachment I**Partial Payments, Final Payment, and Final Acceptance of the Work**

Partial payments will be made on a monthly basis during the contract period upon presentation of an invoice for completed work. From the total amount ascertained as payable, an amount equivalent to five percent (5%) of the whole will be deducted and retained by the Owner until such time as the work receives final acceptance.

Upon due notice from the Contractor of presumptive completion of the entire project, the City will make an inspection. If all work provided for and contemplated by the contract is found complete to their satisfaction, this inspection shall constitute the final inspection and the City will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection.

If, however, the City's inspection discloses any work in whole or in part, as being unsatisfactory, the Engineer will give the Contractor 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 Owner will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

The Contractor shall file with the City any claim that the Contractor may have regarding the final estimate at the same time the Contractor submits the final estimate. Failure to do so shall be a waiver of all such claims and shall be considered as acceptance of the final estimate. From the total amount ascertained as payable, an amount equal to five percent (5%) of the whole will be deducted and retained by the City for a guaranty period of one year. This retainage may be waived, at the discretion of the City, provided the required Maintenance Bond has been posted. After approval of the final estimate by the City, the Contractor will be paid the entire sum found to be due after deducting all previous payments and all amounts to be retained or deducted under the provisions of the contract.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment.



## Insurance Requirements

The successful contractor shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents at the proposer's sole expense. The successful proposer shall be required to present to the City of Portsmouth a certificate of insurance in the amounts required naming the City of Portsmouth as an additional insured.

### 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  
each occurrence and general aggregate
- C) Completed Operations - \$2,000,000

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) Workers Comprehensive Insurance coverage for all people employed by the contractor to perform work on this project sufficient to meet statutory requirements.
- 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) 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 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 Service Contract. 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.

