

City of Portsmouth  
Portsmouth, New Hampshire  
Department of Public Works

**Plumbing and Heating Repair Services**

**INVITATION TO BID**

**Sealed** bid proposals, **plainly marked**, (Plumbing and heating Repair Services Bid Proposal #54-06) **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 **2:00pm March 31, 2006** at which time all bids will be publicly opened and read aloud.

The total bid package may be obtained from the Finance/Purchasing Department on the third floor at the above address, by calling the Purchasing Clerk at 603-610-7227, or from our website: [www.cityofportsmouth.com](http://www.cityofportsmouth.com). **Please continue below for the complete bid document.** If you have any questions please contact the Finance/Purchasing Department.

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.

## **INSTRUCTION TO BIDDERS**

### **BIDDING REQUIREMENTS AND CONDITIONS**

#### **1. Special Notice to Bidders**

During the course of a year the Public Works Department requires plumbing and heating repair services for its municipal facilities.

It is the intent of this proposal to establish a contractor for plumbing and heating repair services for a period of one year with a yearly option to extend the contract for a total period not to exceed three years.

Both the City of Portsmouth and the contractor must agree on any extensions beyond the first year.

Upon Notice of Award, the Contractor must furnish the City with a Certificate of Insurance, of the types and amounts specified under "Insurance Requirements" which are attached to, and form a part of, these specifications.

The bidders must submit a statement of bidders qualifications.

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.

#### **2. Issuance of Proposal Forms**

The City of Portsmouth, herein referred to as the Owner, reserves the right to deny a proposal form to a prospective bidder or to disqualify a bidder if the bidder is in default for any of the following reasons:

- a) Lack of competency or of adequate machinery, plant or other equipment.
- b) Uncompleted work which, in the judgment of the owner, might hinder or prevent the prompt completion of additional work if awarded.
- c) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts.
- d) Default under previous contracts.
- e) Unsatisfactory performance on previous contracts.
- f) The proposal is improper or nonconforming.

#### **3. 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 his or her ignorance thereof.

4. Preparation of Proposal

a) The bidder shall submit his or her proposal upon the forms furnished by the Owner. All words and figures shall be in ink or typed. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.

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 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.

5. Nonconforming Proposals

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

a) 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.

b) 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.

c) 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.

d) If the proposal does not contain a unit price for each pay item listed except in the case of authorized alter pay items.

6. 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.

7. 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.

8. 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.

9. 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 or proposals:

- a) More than one proposal for the same work from an individual, firm, or corporation under the same or different name.
- b) Evidence of collusion among bidders.
- c) Failure to submit all required information requested in the bid specifications.
- d) Such disqualification would be in the best interests of the Owner.

**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.

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.

**PROPOSAL FORM**

**Plumbing and heating Services**

CITY OF PORTSMOUTH, NH

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.
- 4. The bidder has carefully read and examined the Bid Documents and other Contract Documents and knows and understands the terms and provisions thereof;
- 5. The bidder understands 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 therefor the following item prices as set forth below.

The contractor must bid on all of the following items. (Hourly rates are to be total cost).

- A. Plumber \$ \_\_\_\_\_/Hour
- B. Helper \$ \_\_\_\_\_/Hour
- C. Rate as Consultant \$ \_\_\_\_\_/Hour
- D. Materials Mark-up \_\_\_\_\_%  
(Expressed as a percentage over cost)

\_\_\_\_\_ Date \_\_\_\_\_ Company

By: \_\_\_\_\_  
Print Name

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

Title: \_\_\_\_\_

Business Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone: \_\_\_\_\_

The Bidder has received and acknowledged Addenda No. \_\_\_\_\_ through \_\_\_\_\_.

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 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 the plumbing and heating business under your present name; also state names and dates of previous firm names, if any.
9. Have you ever failed to complete any work awarded to you? \_\_\_\_ (no) \_\_\_\_ (yes). If so, where and why?
10. Have you ever defaulted on a contract?  
\_\_\_\_ (no) \_\_\_\_ (yes). If so, where and why?
11. Has a claim been made against you/the company within the last three- (3) years for poor/faulty workmanship, incomplete work or negligent workmanship or repairs? (Claim means any complaint or demand in writing whether or not legal action was brought). If so please explain.
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 your key personnel available for this contract.
15. Provide a copy of State of NH Masters Plumbers License for all persons likely to provide plumbing services as part of this contract.
16. Please provide names and telephone numbers of three references.

\_\_\_\_\_  
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 \_\_\_\_\_



## 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. Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

### AMOUNT OF INSURANCE

- A) Comprehensive General Liability:  
Bodily injury or Property Damage -- \$1,000,000  
Each occurrence and general aggregate
- B) Automobile and Truck Liability: Symbol 1  
Bodily Injury or Property Damage -- \$1,000,000  
Each occurrence and general aggregate

### 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: unless specifically waived by the City of Portsmouth, comprehensive General Liability Insurance shall include coverage for:
  - 1) Blasting explosion;
  - 2) Injury to or destruction of wires, pipes, conduits, and similar property located below the surface of the ground, whether public or private.
  - 3) Collapse of or structural injury to any building or structure except those on which work under this Contract is being performed.
- 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

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.

**CONTRACT AGREEMENT**

**Plumbing and Heating Services**

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_ in the year **2006**, by and between the City of Portsmouth, New Hampshire (hereinafter call the Owner) and \_\_\_\_\_ (hereinafter called the Contractor),

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

**ARTICLE I- Work** - The Contractor shall perform all plumbing and heating repair services for a period of one year. The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of all plumbing and heating repair services.

The contractor understands and agrees that service shall be provided by the contractor on an as needed basis. By seeking bids from contractors, the City does not represent that it will utilize Contractors' services any guaranteed number of times over the course of the year.

The Contractor agrees to be the City's Plumbing and heating Contractor for maintenance work on municipal facilities and understands that any job exceeding twenty-five hundred dollars (\$2,500.00) shall be submitted to the Purchasing Agent for review. The City reserves the right to place out to bid any job that is estimated to go over this amount.

The 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. (Copy must be supplied).

The Contractor must be on call on a 24-hour basis for any emergency that may occur and response time to such emergencies must be immediate. Some work involved with this position is of a scheduled nature and a reasonable response of 48 hours would be expected.

It shall be the responsibility of the Contractor to supply all necessary tools and equipment to perform the work as requested.

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

**ARTICLE II - ENGINEER** - The Public Works Director, or his authorized representative will act as the liaison with Contractor.

**ARTICLE III - CONTRACT TIME** - The initial contract period will commence \_\_\_\_\_ and be for a period of one year.

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

**CONTRACT AGREEMENT (Continued)**

**ARTICLE V - PAYMENT** – The Contractor shall invoice the Owner within 30 days of completion of the work performed or monthly.

**ARTICLE VI – RENEWAL PERIOD**-It is the intent of this proposal to establish a contractor for Plumbing and heating repair services for a period of one year with a yearly option to extend the contract for a total period not to exceed three years. Both the City of Portsmouth and the Contractor must agree on any extensions beyond the first year.

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

- 8.1 This Agreement
- 8.2 Contractor's Bid Proposal Form
- 8.3 Notice of Award
- 8.4 Instruction to Bidders
- 8.5 Insurance Requirements

**ARTICLE IX - TERMINATION FOR DEFAULT** - Should contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work with promptness and diligence, or fail to perform any of its obligations set forth in the Contract, Owner may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election.

**ARTICLE X - INDEMNIFICATION OF OWNER** - Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys fees) arising in any way out of the Contractor's performance of its obligations under this Contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorney's fees, and will satisfy any judgment rendered against Owner in such action.

**ARTICLE XI - 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 XII - INSURANCE** - The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the Insurance Requirements included with the Bid Documents.

**CONTRACT AGREEMENT (Continued)**

**ARTICLE XIII - MISCELLANEOUS -**

13.1 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.

13.2 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.

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

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

**CONTRACT AGREEMENT** (continued)

IN WITNESS WHEREOF, the parties hereunto executed this  
AGREEMENT the day and year first above written.

**NAME OF BUSINESS**

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

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

**CITY OF PORTSMOUTH, NH**

BY: \_\_\_\_\_  
John P. Bohenko

TITLE: City Manager

**NOTICE OF INTENT TO AWARD**

Date:

TO:

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

Plumbing and Heating Repair Services
--------------------------------------

In the City of Portsmouth, New Hampshire, you are hereby notified that the City intends to award the aforesaid project to you.

You are further instructed to immediately take the necessary steps for execution of the Contract within ten (10) calendar days from the date of this Notice.

Prior to starting work you must deliver to the Owner certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents. 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, New Hampshire

Judie Belanger,  
Finance Director