

TOWN OF HAMPTON, NH
INVITATION TO BID

2016-015 Contracted Master Electrician Services

I. INTENT

The Town of Hampton, acting through its Town Manager for the Hampton Department of Public Works, in accordance with the provisions of New Hampshire Revised Statutes Annotated Chapter 37, Section 6 and the provisions of the Town of Hampton Purchasing Policy and Purchasing Procedures requests bid proposals to contract for a Master Electrician licensed in the State of New Hampshire to provide on-call services for electrical repairs, upgrades, installations, on an as needed basis and on an emergency basis for a two (2) year contract thru the end of 2018. The intent of the bid is to award a contract that guarantees response time and rates for the Town of Hampton, NH.

II. INSTRUCTIONS TO BIDDERS

All inquiries regarding the bid document, bid procedure, and any technical aspect may be directed to Chris Jacobs, Public Works Director, at (603) 926-3202.

III. SCOPE OF SERVICES

- A. Non-emergency Electrical Services: The successful bidder will be expected to provide their services for electrical repairs, upgrades, and electrical installations on an as needed basis. The successful bidder shall provide sufficient labor, materials and equipment to complete all assigned projects.

The successful bidder shall respond to requests for estimates for non-emergency work within two (2) days and shall provide within five (5) working days a written “not to exceed” cost estimate on all projects except emergencies. The estimate shall include the estimated number of hours, number and types of employees required, estimated material costs, and number of calendar days required for project completion. It shall be the successful bidder’s responsibility to ensure they have all information to prepare accurate estimates.

No work will commence until the DPW Director or his designee approves the project estimate.

The successful bidder shall complete the project within the timeframe specified in the project estimate. The successful bidder will be expected to start all non-emergency projects within seven (7) working days after notification from the Town of Hampton.

- B. On-call Emergency Response: The successful bidder shall provide twenty-four hour on-call emergency service. For emergency purposes, the successful bidder is to be on call 24-hours a day, 7-days a week for the duration of the contract. Depending on the severity of the situation, an immediate response may be requested and the successful bidder will be expected to oblige. For purposes of this bid, an emergency is defined as any condition which is a threat to health, welfare, or safety of people and/or property or a condition that will affect an essential service(s) as determined by the Town.

The successful bidder’s services shall be provided at the Town’s request only. The Public Works Director or his designee shall contact the successful bidder to schedule all work.

The award of this bid shall in no way guarantee any amount of work to the successful bidder.

IV. CLEAN UP

The successful bidder shall keep the premises free of debris and unusable materials resulting from their work. The successful bidder shall leave all affected areas as they were prior to beginning work. The successful bidder shall be responsible for removing all debris from the site and the cleaning of affected areas. All equipment, materials, etc. specified to be removed from the site shall be the property of the Contractor, unless otherwise stated. The successful bidder shall follow Federal EPA and OSHA guidelines in the proper handling and disposal of special waste or contaminated materials.

V. WORKMANSHIP AND INSPECTION

All work resulting under the contract shall be performed to a professional standard, and shall comply with the requirements of the applicable editions of the National Electric Code, and the International Building Code; as adopted by the State of New Hampshire.

All work shall be performed to the complete satisfaction of the Town. The Town will make inspections of the work performed under this contract. Any inspections that indicate defects will be the responsibility of the successful bidder to correct at no additional cost to the Town. In the event the work performance of the successful bidder is unsatisfactory, the successful bidder will be notified by the Town and be given seven (7) calendar days to correct the work. There will be no cost to the Town for any re-works.

The DPW Director or his Designee reserves the right to perform random and periodic inspections at any time to ascertain the successful bidder's compliance with the contract requirements.

VI. EQUIPMENT

The successful bidder shall own and have in good to excellent condition, all necessary electrical repair equipment to perform routine services.

VII. SPECIALIZED PARTS AND EQUIPMENT

The Town reserves the right to purchase any specialized parts and equipment to be installed, or repaired, i.e. VFDs, wet well controllers, PLC circuit boards, motors over 5 hp, etc.

VIII. CORRECTION OF DEFECTIVE WORK

The Town of Hampton shall require correction of defective work. Upon failure of the successful bidder to correct work, the Town of Hampton shall withhold any amount necessary for the correction of work from payments due, in order to correct the deficiencies, and unreasonable delay in the performing of corrections may be grounds for termination of the successful bidder.

Any deficiencies identified by the DPW Director or his designee during the performance of work shall be corrected at the time of notice, and at the expense of the successful bidder.

IX. WARRANTY

All work, materials and equipment for each electrical project completed by the successful bidder will be warranted for one year after installation.

X. USE OF SUBCONTRACTORS

The use of subcontractors shall not be allowed under this contract.

XI. DURATION

The successful bidder selected through the award process will be required to enter into a two-year contract agreement with the Town of Hampton for electrical services on an as needed basis.

The contract will be for a two (2) year period beginning January 1, 2017, in accordance with the bid proposal rates for years 2017 and 2018.

XII. CONTRACT AGREEMENT

Once accepted the bid proposal rates for 2017 and 2018 shall be held firm for the duration of the contract.

The successful bidder selected through the award process will be required to enter into a contract agreement with the Town of Hampton and to execute the contract agreement within two weeks of the date of award, unless prior arrangements are made with the DPW Director or his designee. This document "Bid 2016 - 015 Contracted Master Electrician Services" and any associated documents shall become part of the contract.

Any costs the successful bidder incurs in fulfilling the contract is to be included in the Bid price proposed.

The successful bidder and/or its employees shall not represent themselves as employees or agents of the Town of Hampton.

XIII. LIQUIDATED DAMAGES

The contract as awarded will contain a liquidated damages clause to the effect that there shall be a \$100.00/day late penalty should the successful bidder fail to meet the agreed upon completion date for a given project. Such late penalty shall be deducted from the payment for the services by way of liquidated damages.

XIV. PAYMENT

Payment will be made within 30-days of receipt of the submission of a completed written invoice for each assigned project, and authorized by DPW Director or his designee. Payment of each invoice shall automatically release any lien that the invoice may have provided against the Town.

Invoicing Instructions: All invoices shall include the following information:

1. Company name
2. The name of the individuals who performed the work
3. Location of work and date work was completed
4. Brief description of services rendered
5. Contract number
6. Hourly rate charged
7. Rates for materials

XV. NON-ASSIGNMENT

Neither the successful bidder nor the Town shall assign, transfer, convey, or otherwise hypothecate the contract or their rights, duties, or obligations hereunder, or any part thereof without the prior written consent of the other, which consent shall not be unreasonably withheld.

XVI. INDEMNIFICATION

In accepting the awarded contract, the successful bidder agrees to hold harmless and indemnify the Town of Hampton and its officers, agents, and employees from any liability and any all claims, suits, damages, and attorney’s fees and costs, arising from the work to be performed or the product to be provided.

XVII. LAWS, PERMITS AND LICENSING

It shall be the successful bidder’s responsibility, and anyone employed by the successful bidder to adhere to and comply with all federal, state, and local laws, regulations, and codes, as well as with all standards and practices relating to the work being performed or the services provided. In addition, it is the successful bidder’s responsibility, and anyone employed by the Successful bidder to procure and keep in effect any and all licenses, permits, notifications or other regulatory requirements relating to the work to be performed or the services to be provided.

XVIII. TERMINATION

The Town of Hampton acting through the Town Manager retains the right to terminate and dismiss the successful bidder for non-performance, or poor performance with five (5) working days’ notice. Additionally, the Town of Hampton acting through the Town Manager reserves the right to negotiate a contract agreement with the next qualified successful bidder for completion of the work.

XIX. INSURANCE REQUIREMENTS

The insurance required for the award of the contract shall provide for adequate protection of the successful bidder against damage claims, which may arise from work under the awarded contract, whether such work be by the insured or by anyone employed by him, and also against any of the hazards which may be encountered in the performance of the work. The Town of Hampton shall be named as an additional insured on the insurance certificates.

The following coverages are required in order to be awarded the contract:

1. General Coverage. To be eligible to be awarded the contract to perform the work required, the successful bidder shall submit to the Town a current certificate of insurance for General Liability; Automobile Liability; Excess Liability; Property Liability (All risk including Theft & Fire) from a company licensed to issue such insurance in the State of New Hampshire in the amounts below, which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Each Occurrence	\$2,000,000.00
General Aggregate	\$2,000,000.00

2. Workers’ Compensation. To be eligible to be awarded the contract to perform the work required, the successful bidder shall submit to the Town a current certification of Workers’ Compensation Insurance in accordance with the provisions of New Hampshire law from a company licensed to issue such insurance in the State of New Hampshire in the amounts below, which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Coverage A	Statutory
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Coverage B \$2,000,000.00

3. Cancellation of Insurance. The cancellation of any insurance held by the successful bidder will automatically cancel the contract. Each insurance policy shall contain a provision that the certificates of insurance shall not be altered or cancelled except with 10-days written notice to the Town of Hampton.

XX. SUBMITTAL REQUIREMENTS

All prospective bidders are expected to carefully examine this Invitation to Bid and all its sections, and any attachments, and any addenda distributed before submitting a Bid proposal. Failure to do so will not relieve the selected Successful bidder of the obligation to furnish all equipment and labor necessary to carry out the provisions of the Invitation to Bid.

The submission of a Bid proposal shall be considered prima facie evidence that the bidder has made such examination and has taken into account the Town's intent. Failure to comply will be reflected in the evaluation of the bid, and may result in disqualifications of the bidder.

Any Bid proposal which is incomplete, conditional, or obscure, or which contain erasures, alterations or other irregularities of any kind, or in which errors occur or contain abnormally high or low costs, may be rejected.

The completed Bid Proposal Form must contain the full name of the company and the address. Failure to manually sign the Bid Proposal Form will disqualify the submitting bidder. The person signing the Bid Proposal Form shall show title or authority to bind the Company in a contract agreement.

The cost shall be stated in both words and figures on the Bid Proposal Form. All words and figures shall be written in ink. In case of a discrepancy between the figures and the words, the written words shall govern.

All submitted Bid proposals shall be sealed and shall contain one (1) original and two (2) copies of the completed Bid proposal package. This includes this entire document, including the Bid Proposal Form, all attachments, and any addenda distributed.

All bidders are required to provide the following information with their submissions, and in the order that follows:

1. One (1) Original and two (2) copies of the Invitation to Bid with the Bid Proposal Form completed
2. All attachments and any addendums
3. Summary of work experience
4. Summary of Qualifications
5. Provide copies of the licenses of all Master Electricians and any Journeyman(s) who will be performing the work
6. Proof of Bidder's Insurance required – with the Bid submittal each prospective bidder shall submit the Company's current Certificate of Insurance showing the type, amount, class of operations covered, effective dates and dates of expiration of policies.
7. A list of three (3) references for which comparable services have been performed. This list shall include company's name, person to contact, address, and telephone number. Preferred references include other local government agencies.

Failure to include references will be ample cause for rejection of the proposal as non-responsive.

All costs related to the Bid proposal preparation and/or submission will be borne by the submitting bidder in responding to this Invitation to Bid.

XXI. RETURN OF SEALED BID PROPOSALS

Sealed Bid Proposals will be received until 3:00 PM on Thursday, November 17, 2016 at the Town Manager's Office, 100 Winnacunnet Road, Hampton, NH 03842. Sealed bid proposal envelopes must be clearly marked "2016-015 Contracted Master Electrician Services".

No faxed or emailed Bid proposal or faxed or emailed withdrawals of the Bid proposal will be permitted. If a withdrawal is made in either fashion, it will be destroyed upon receipt.

A prospective bidder may withdraw its Bid proposal, upon request to the Town Manager before the time of opening; the Bid proposal will be returned unread. At the Town's discretion, late Bid proposals may be returned to bidder unopened.

1. Correction or Withdrawal of Bid Proposal and Cancellation of Awards under Competitive Sealed Bid.

Correction or withdrawal of inadvertently erroneous Bid proposals before or after award, or cancellation of awards or contracts based on such Bid proposal mistakes, shall be permitted at the Town Manager's sole discretion. However, no changes in the proposed cost(s) or other provisions of the Bid proposal prejudicial to the interest of the Town or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of a Bid proposal, or to cancel awards or contracts based on errors or omissions, shall be supported by a written determination made by the Town Manager or his/her representative. No Bid proposal may be withdrawn when the result would be to award the contract to another Bid proposal of the same Successful bidder(s) or of another Successful bidder(s) in which the ownership of the withdrawing Successful bidder(s) is more than five percent. If the Town Manager or his designee denies the withdrawal of a Bid proposal, he shall notify the bidder in writing stating the reasons for his decision.

XXII. DISQUALIFICATION

A bidder may be disqualified and their Bid proposal rejected for either of the following reasons: 1) failure to supply complete information as requested by this Invitation to Bid or 2) evidence of collusion among other bidders. Any Bid proposal(s) so rejected for reason #2 will disqualify the bidder(s) involved from consideration in future dealings with the Town.

XXIII. AWARD

The award of this bid shall in no way guarantee any amount of work to the successful bidder.

The award will only be made after evaluation of all Bid proposals submitted. The award is expected to be made within (15) working days of the Bid opening.

The award will be made to the most responsive and responsible Bid proposal that meets the specifications contained herein on a total cost basis, with terms viewed as most favorable to the Town of Hampton, and the satisfactory negotiation of a final contract.

The lowest cost proposal may not necessarily be selected, as the Town will weigh technical and cost options to reach a final determination. Lack of experience of prospective bidders may be grounds for their disqualification in the award process.

The Town acting through the Town Manager reserves the right to reject any, or all Bid proposals, to waive any informality of the Bid proposals received, to omit any item or items and/or to accept any Bid proposal as he may deem to be in the best interest of the Town.

The decisions of the Town Manager shall be final.

XXIV. PURCHASING POLICY APPLIES

The Town of Hampton's Purchasing Policy and Purchasing Procedures in Chapter 718 of the Hampton Code applies to any Bid proposals received hereunder.

XXV. NO RESPONSE REQUEST

It is requested of all prospective bidders that if they will not be submitting a Bid proposal to submit a letter of no response to the Town of Hampton.

XXVI. POSTING OF BIDS

This Invitation to Bid and any attachments, and any addenda distributed are posted on the Town's website at <http://hamptonnh.gov/wp-content/uploads/Townmanager/Forms/RFP>

All prospective Successful bidder(s) seeking to submit a Bid proposal are requested to inform the Town of Hampton by email at inquiries@town.hampton.nh.us that they have obtained the Invitation to Bid from the Town's Website. Please provide your name, address, phone number, and email address. This will enable the Town of Hampton to forward any addenda distributed and/or additional information that may be required for compliance with the Invitation to Bid document.

XXVII. GOVERNING LAW AND VENUE

This Invitation to Bid, the Bid proposal form, and the contract agreement to be entered into shall be governed by the statutory and common laws of the State of New Hampshire and venue shall lie in the State Courts of the State of New Hampshire as to any dispute.

BID PROPOSAL FORM

Town Manager
 100 Winnacunnet Road
 Hampton, NH 03842

Once submitted, all bid proposal rates shall be held firm and not withdrawn for 90-days from bid opening.

The bidder shall specify here in figures and words the rates per hour for electrician services. All rates shall include the cost of each individual’s equipment, vehicles, and tools.

In the case of a discrepancy between the figure amounts and the words, the written words shall govern.

In accordance with the Scope of Services, the undersigned hereby submits the following rates.

<u>2017 DESCRIPTION RATES</u>	<u>Figure</u>	<u>Written</u>
Regular Hourly Rates Monday-Friday (7am to 3:30pm) per hour		
Master Electrician		
Journeyman		
Apprentice		
After Hours Rate Monday–Friday per hour		
Master Electrician		
Journeyman		
Apprentice		
Weekend Rate per hour		
Master Electrician		
Journeyman		
Apprentice		
Holiday Rate per hour		
Master Electrician		
Journeyman		
Apprentice		
On-Call emergency Response		
Master Electrician		
Journeyman		
Apprentice		

<u>2018 DESCRIPTION RATES</u>	<u>Figure</u>	<u>Written</u>
Regular Hourly Rates Monday-Friday (7am to 3:30pm) per hour		
Master Electrician		
Journeyman		
Apprentice		
After Hours Rate Monday-Friday per hour		
Master Electrician		
Journeyman		
Apprentice		
Weekend Rate per hour		
Master Electrician		
Journeyman		
Apprentice		
Holiday Rate per hour		
Master Electrician		
Journeyman		
Apprentice		
On-Call emergency Response		
Master Electrician		
Journeyman		
Apprentice		

The undersigned is submitting this Bid without collusion with any other individual or corporation.

By signing you are attesting that you are duly authorized by law to commit the individual, association, partnership, company, or corporation to the terms of the bid.

Name of Bidder _____

Address of Bidder _____

City, State and Zip Code of Bidder _____

Business Telephone of Bidder _____

Business Fax Telephone Number of Bidder _____

E-Mail Address of Bidder _____

Bidder's Website Address _____

Signature of Authorized Person _____

Date _____