

RFP12-07

City of Concord, New Hampshire

Purchasing Division

ELEVATOR MAINTENANCE AND REPAIR SERVICES

Prepared for, and in coordination with the

**GENERAL SERVICES DEPARTMENT
PUBLIC PROPERTIES DIVISION**

Contract
Proposal Documents
Specifications

Firm: _____

Proposal Due Date/Time: August 22, 2006 Not Later Than 2:00 PM



City of Concord, New Hampshire

PURCHASING DIVISION

41 GREEN STREET

CONCORD, NH 03301

(603) 225-8530 FAX: (603)230-3656

www.onconcord.com/Purchasing

REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified private firm to provide maintenance and repair services for its elevators and handicapped lifts. The firm must be lawfully engaged in the service of maintaining and repairing elevators and handicapped lifts in the State of New Hampshire.

An overview and detailed specifications are provided later in the Request for Proposal (RFP).

Proposals must be received **not later than 2:00 PM on August 22, 2006** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted in a sealed envelope which is clearly marked,

"RFP12-07 ELEVATOR MAINTENANCE AND REPAIR SERVICES"

Requests may be issued only by the Purchasing Agent, or his designee, to authorized firms, and are not transferable unless authorized by the Purchasing Agent.

Copies of RFP12-07 are available from the Purchasing Division, City of Concord, City Hall, 41 Green Street, Concord, NH 03301 (603-225-8530) or on-line at www.onconcord.com/Purchasing.

All statements received will be considered confidential and not available for public review until after a vendor has been selected.

The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

Failure to submit all information as detailed on Proposal Submission Checklist on Page 19 and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

All proposals are advertised in the Concord Monitor and periodically in other various publications, on Concord Channel 17, and are posted publicly at (1) City of Concord, City Hall, 1st Floor, 41 Green Street, Concord, NH 03301 and (2) on the City of Concord web site at www.onconcord.com/purchasing.

CITY OF CONCORD, NEW HAMPSHIRE

Douglas B. Ross, Purchasing Agent

Date: _____

Proposal Due Date/Time: August 22, 2006 not later than 2:00 PM

GENERAL TERMS AND CONDITIONS

PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all requested services unless specific directions in the advertisement, on the proposal form or in the special provisions allow for partial proposals. Failure to quote on all services may disqualify the proposal. When proposals on all services are not required, Proposers shall insert the words "no proposal" where appropriate.

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base proposal response, i.e. it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in the Request for Proposal (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for Sixty (60) calendar days subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Agent no later than seven (7) calendar days before the Request for Proposals due date to be considered. Any changes to the Request for Proposals will be provided to all Proposers of record.

The Proposer shall not divulge, discuss or compare this proposal with the proposal of any other Proposers and shall not collude with any other Proposer or parties to a proposal whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of services is allowed. Any such violation will result in the rejection of the offender's proposal or termination of the offender's contract, as applicable, and removal from the Proposal List).

The vendor may be required to supply proof of compliance with proposal specifications. All costs for such proof or certificates of compliance shall be the responsibility of the vendor.

Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted. Each shipment shall be identified by Purchase Order and/or RFP number, commodity description and packing list. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification.

SUBMISSION OF PROPOSALS:

Proposals must be submitted as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the Proposer to the Purchasing Agent. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:

If more than one proposal is offered by any one party, or by any person or persons representing a party, all such proposals shall be rejected. A party who has quoted prices to a Proposer is not thereby disqualified from quoting prices to other Proposers or from submitting a direct proposal in its own behalf.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS:

All proposals and fee proposals received shall be considered confidential and not available for public review until after a vendor has been selected. All proposals shall be subject to negotiations prior to the award of a contract.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE PROPOSALS:

When identical Proposals are received, with respect to cost, service delivery, quality of service and an institution's financial adequacy award may be made by a toss of coin, with the following exception: When a tie proposal exists between a local (a business establishment within City limits) Proposer and an out-of-town Proposer, preference will be given to the local Proposer. Any Proposer having a local agent who is a bona fide resident of the City is considered a local Proposer. If a tie proposal exists between two

local Proposers, or two out-of-town Proposers, the decision may be made by a toss of coin.

LIMITATIONS:

This Request for Proposal (RFP) does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the City to do so.

PROPOSAL EVALUATION:

In an attempt to determine if a proposer is responsible, the City, at its discretion, may obtain technical support from outside sources. Each proposer will agree to fully cooperate with the personnel of such organizations.

AWARD OF CONTRACT:

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. It is the policy of the City that contracts are awarded only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible Proposer based on the qualifications, experience and work plan of the Proposer, the Proposer's ability to provide ongoing technical support, the Proposer's timeframe for providing the requested service and the Proposer's fee/price proposal. **See the proposal evaluation sheet for more detail concerning how each proposal shall be evaluated.** The Proposer selected will be the most qualified and not necessarily the Proposer with the lowest price.

The City of Concord reserves the right to waive any formality, informality, information and/or errors in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the City; or to purchase on the open market if it is considered in the best interest of the City to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit

prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

MODIFICATIONS AFTER AWARD:

The City reserves the right to incorporate minor modifications, which may be required by it. The Vendor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request of it can prove that the timing or extent of the modifications implies a major effort on its part.

CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the Proposer at any time before a contract has been fully executed by all parties and is approved by the City.

CONTRACT:

Any Contract between the City and the Vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the Vendor's proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the Vendor's proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that this proposal shall be subject to acceptance without further clarification.

EXECUTION OF AGREEMENT:

The successful Proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the City, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the successful Proposer, the owner shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a Notice to Proceed and a City purchase order, to the Contractor shall constitute the City's approval to be bound by the successful Proposer's proposal and the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful Proposer to execute the agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the City, the State of New Hampshire or the Federal Government.

INSURANCE:

The successful proposer shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents, acceptable to the City, at the proposer's sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or proposer's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the City.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the proposer's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by the City, the proposer shall, or shall cause any carrier engaged by the proposer, to insure all shipments of goods for full value.

If the agreement with the proposer involves the performance of work by the proposer's employees at property owned or leased by the City, the proposer shall furnish such additional insurance as the City may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the proposer be deemed to be the employees of, or under the direction or control of the City for any purpose whatsoever.

WORKER'S COMPENSATION:

All proposers and subcontractors at every tier under the proposer will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any agreement shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

TERMINATION OF CONTACT FOR CAUSE:

If, through any cause, the Vendor shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the Vendor shall violate any of the covenants, agreements or stipulations of any Contract, the city shall thereupon have the right to terminate any Contract by giving written notice to the Vendor of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the Vendor under this Contract shall become the City's property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of any contract, and the City may withhold any payments until such time as the exact amount of damages due the City is determined.

TERMINATION FOR THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the City's property. If any Contract is terminated by the City as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

ASSIGNMENT PROVISION:

The contractor/vendor hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Concord.

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Concord and the successful vendor shall belong exclusively to the City.

INVOICING:

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage a summary statement in the following format will be provided with each invoice:

Original Contract Amount	\$\$\$\$\$\$\$\$
Plus/minus Change Orders	\$\$\$\$\$\$\$\$
Total Adjusted Contract Amount	\$\$\$\$\$\$\$\$
Work Completed to Date	\$\$\$\$\$\$\$\$
Less Previous Invoices	\$\$\$\$\$\$\$\$
Less Retainage (if any)	\$\$\$\$\$\$\$\$
Equals: Balance due this Invoice	\$\$\$\$\$\$\$\$
Balance Remaining on Contract	\$\$\$\$\$\$\$\$

All invoices must reference a valid City of Concord Purchase Order Number

PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City and receipt of invoice, whichever is later.

ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.

TAX:

The City is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please bill less these taxes.

FUNDING OUT:

The City of Concord's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the

contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

ASSIGNMENT OR SUB-CONTRACTING:

None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.

EXCLUSIVITY:

This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.

COSTS:

Unless otherwise specified all costs listed are firm for the term of the contract and shall include all labor, material, transportation and discounts. No fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the vendor to make available at the vendor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and/or work performed under contract for the purposes of audit by the City of Concord.

INSPECTION & EVALUATION:

The City of Concord reserves the right to inspect the vendor's facilities during operating hours to determine that the level of inventory is adequate for the City's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

FUGITIVE DUST AND PUBLIC NUISANCE ORDINANCES

All work shall be conducted in conformance with Title I, General Code

1. Chapter 11, Public Nuisances, Article 11-3 Fugitive Dust: and
2. Chapter 13, Public Health, Article 13-6-8 Public Nuisance

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

ENERGY STAR® COMPLIANCE

The vendor shall provide products that earn the Energy Star® and meet the Energy Star® specifications for energy efficiency. The vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

DEFINITIONS:

Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services.

Proposers shall also mean vendors, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

FAILURE TO ACKNOWLEDGE THIS PROPOSAL MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

RFP12-07

ELEVATOR MAINTENANCE/SERVICE AND REPAIRS

SPECIFICATIONS

CONTACT PERSON:

Jeff Bardwell, Acting Public Properties Superintendent at (603) 225-8525.

INSPECTION:

Each contractor submitting a proposal must inspect each job location to determine the type, quantity and quality of equipment to be serviced. It is critical that these inspections be made in order to determine the advantages/disadvantages of each work site and piece of equipment to be serviced. Inspections shall be made by contacting the person listed for each elevator/handicapped lift to be serviced. The submission of a proposal shall be evidence that the contractor has made such inspections and is satisfied with the various requirements for performing the requested services.

COORDINATION:

Because of the nature of the worksites involved, coordination of all maintenance and repair services with the City is of the utmost importance. The successful contractor shall cooperate with the City in scheduling its work at a time mutually agreed upon. The City shall cooperate with the contractor to make the site available in accordance with a pre-determined work schedule.

OPPORTUNITIES FOR RESIDENTS:

The contractor covenants and agrees that in the work to be performed under this contract the contractor will take affirmative action to insure that residents of the City of Concord are given maximum opportunity for employment.

The City may request, in which case the contractor shall provide, any information deemed necessary to ascertain the contractor's conformance with the provisions of this Request for Proposals.

PERMITS AND FEES:

The contractor shall obtain and pay for all permits necessary for the work and final inspection to be performed with respect to this Request for Proposals. The contractor shall comply with all local, state and federal laws and regulations with respect to the services required by this Request for Proposals.

INITIAL MEETING:

A **mandatory** meeting between the Acting Public Properties Superintendent and the successful contractor shall be held as soon as possible after the award of this contract. Work on this contract shall not commence until this meeting has been held.

INSURANCE:

As per the attached sheet.

WARRANTY:

The contractor shall provide the City with a one-year warranty covering all parts (See Parts Coverage), labor (See Labor Coverage) and travel for the maintenance and repair services required by this Request for Proposal. The warranty period shall commence with the completion of each service performed.

PARTS COVERAGE:

The contractor shall provide all signal fixture lamps, lubricants (with the exception of hydraulic fluid) and wiping cloths at all locations at no additional cost to the City.

The contractor shall also furnish controller carbon and copper contacts, limit switch contacts, contact insulators, contact springs, copper braids, rope preservatives and all parts which cost up to \$35.00, based upon the manufacturer's current list price, at no additional cost to the City.

LABOR COVERAGE:

Monthly elevator examinations, per the exam frequency schedule, shall include cleaning and oiling the machine, motor, interlocks and controller; greasing or oiling of all guides and minor adjustments deemed reasonable and necessary. All other work, determined by the contractor to be necessary, will be recommended to the Public Properties Superintendent but not performed until authorized by the City. **However, under no circumstances shall the contractor leave an unsafe or potentially unsafe elevator.**

CONTRACT PERIOD:

The initial contract period shall be from September 1, 2006 through August 31, 2007 subject to appropriation of the necessary funding by the Concord City Council.

Thereafter, the contract may be renewed, by mutual agreement, for up to three (3) additional one (1) year periods.

ASSIGNMENT:

This contract shall not be assigned in whole or in part without the written permission of the Purchasing Agent of the City of Concord.

CANCELLATION:

The City specifically reserves the right to cancel any unfulfilled portion of the contract, should the services or materials supplied by the contractor not be satisfactory or consistent with the terms of the contract. See also General Terms and Conditions.

PROTECTION OF WORK, PROPERTY AND PERSONS:

The contractor shall adequately protect each work site and persons and property adjacent to each work site. The contractor shall be responsible for any damage or injury due to his actions or negligence. See also Indemnification Agreement.

CLEAN-UP:

The contractor shall promptly remove waste material and rubbish from each work site and shall not allow dust or debris to be scattered beyond the immediate work area. At the end of each workday and upon completion of each maintenance and/or repair service, each work site shall be cleaned and all debris removed.

WORKMANSHIP:

The workmanship associated with each maintenance and repair service shall be in accordance with modern standard practices and shall be state-of-the-art. The contractor shall only employ craftsmen who are qualified to perform the work required by this Request for Proposals.

QUALIFICATIONS OF EACH PROPOSER:

Each proposer must be able to demonstrate that he/she has:

1. Provided satisfactory maintenance and repair services for the makes and types of elevators and handicapped lifts listed below
2. Maintained a complete service organization comprised of regularly employed and licensed inspectors within the State of New Hampshire for a period of at least three (3) years prior to the date of receipt of proposals.

Each proposer must identify, in his/her proposal, at least three (3) clients currently being serviced within the State of New Hampshire. These clients must have elevators/handicapped lifts similar to those detailed by this Request for Proposals. Each reference must include the complete address and the name and telephone number of a contact person familiar with the proposer's performance.

Each proposer must be able to demonstrate satisfactory supervisory capacity for the individuals directly employed by him/her.

Each proposer must be able to demonstrate that he/she has available, within a reasonable distance of where work is to be performed, an adequate stock of frequently replaced spare parts for the equipment identified by this Request for Proposals.

QUALIFICATIONS OF EMPLOYEES:

All employees assigned by the contractor for the performance of work requested by this Request for Proposals shall be licensed by the State of New Hampshire. The Purchasing Agent, in coordination with the Public Properties Superintendent, may, in writing, require the contractor to remove any employee deemed incompetent, careless or otherwise objectionable.

FREQUENCY OF EXAMINATION:

Each elevator shall be subject to a minimum of one examination per month. The stair lift in the Concord Public Library and the wheelchair lift at the Everett Arena shall be examined once per year.

CALL BACK SERVICES:

Call back services will be performed between the hours of 8:00 AM and 5:00 PM, Monday through Friday, exclusive of holidays. Call back services will not exceed two (2) hours. Call back services will not be invoiced. Call back services requiring more than two (2) hours of work will be considered a repair and will be invoiced.

TESTS:

The contractor shall perform all required State of New Hampshire inspection and safety tests.

REQUIRED RESPONSE TIME:

The contractor must respond to routine service requests, during normal business hours, within two (2) hours and to emergency requests within one (1) hour from the time the City contacts the contractor and requests service. Failure to meet these response times will result in a 5% credit on the following month's invoice.

TERMINATION:

This contract may be terminated by the City of Concord if, at any time, the services of the contractor are determined to be unsatisfactory by the Purchasing Agent and Superintendent of Public Properties. See also General Terms and Conditions.

ADDITION/DELETION OF UNITS:

By mutual agreement, elevators and/or handicapped lifts may be added or deleted from this contract. The contractor agrees to perform specified maintenance service in a workmanlike manner and in accordance with the specifications herein for the term of the contract.

INVOICES:

Invoices are to be submitted in duplicate to the General Services Department, Public Properties Division, 311 North State Street, Concord, New Hampshire 03301.

The contractor shall invoice the City monthly.

PAYMENT:

Invoices received on or before the end of the month shall be due and payable within thirty days. Any cash discount offered shall be read to mean City payday, CPD.

REPORT:

The successful contractor shall submit to the City of Concord Purchasing Agent and the Acting Public Properties Superintendent an inventory report of all elevators, by building and department, no later than May, 2007. The Acting Public Properties Superintendent shall provide the exact detail of this report.

EQUIPMENT TO BE SERVICED:

See the chart below.

CITY OF CONCORD ELEVATOR/LIFT INFORMATION								
RFP12-07								
7/25/2006								
				YEAR OF		CAR SPEED	MAX. LOAD	CONTACT PERSON/
	NHE #	DESCRIPTION	LOCATION	INSTALLATION	CLASS	FPM	LBS	TELEPHONE #
1	3402	Hydraulic Passenger	Concord Library	1994	PA	100	2100	Jeff Bardwell, 603-225-8525
2	3384	Stair Lift	Concord Library	1999	CH	20	495	Jeff Bardwell, 603-225-8526
3	1294	Hydraulic Passenger	Concord Police Dept.	1975	PA	100	1500	Jeff Bardwell, 603-225-8527
4	1295	Hydraulic Passenger	City Council Chambers	1975	PA	100	1500	Jeff Bardwell, 603-225-8528
5	1506	Hydraulic Passenger/Freight	Hall St. Wastewater Plant	1981	FR	75	6000	Jeff Bardwell, 603-225-8529
6	2063	Hydraulic Passenger	Durgin Block Parking Garage	1986	PA	150	2500	Jeff Bardwell, 603-225-8530
7	1334	Hydraulic Passenger	City Hall	1977	PA	150	1800	Jeff Bardwell, 603-225-8531
8	4540	Wheel Chair	Everett Arena	2001	CH	9	750	Jeff Bardwell, 603-225-8532

PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each prospective vendor must submit the following documents as part of its proposal:

1. Proposal Sheet
2. Specifications Exception Form
3. Alternate Form W-9
4. City of Concord Indemnification Agreement
5. Qualification Statement

The successful vendor will be required to provide its certificate(s) of insurance, meeting the minimum required levels of coverage, that name the City as an additional insured prior to contract signing.

RFP12-07, ELEVATOR MAINTENANCE/SERVICE AND REPAIRS
PROPOSAL SHEET

MONTHLY TOTAL FOR 6 ELEVATORS \$ _____

ANNUAL TOTAL FOR 2 LIFTS \$ _____

NHE NO.
DESCRIPTION
LOCATION

		CONCORD, NH	\$/MONTH COST
3402	HYDRAULIC PASSENGER	CONCORD LIBRARY	\$ _____
1294	HYDRAULIC PASSENGER	CONCORD POLICE DEPT.	\$ _____
1295	HYDRAULIC PASSENGER	COUNCIL CHAMBERS	\$ _____
1506	HYDRAULIC PASSENGER/ FREIGHT	HALL STREET WASTEWATER PLANT	\$ _____
2063	HYDRAULIC PASSENGER	DURGIN BLOCK PARKING GARAGE	\$ _____
1334	HYDRAULIC PASSENGER	CITY HALL	\$ _____
			\$/YEAR COST
3384	STAIR LIFT	CONCORD LIBRARY	\$ _____
4540	WHEELCHAIR LIFT	EVERETT ARENA	\$ _____

BILLABLE REPAIR RATES, PER HOUR:

- A. Normal working hours, 8:00 AM to 5:00 PM
Monday through Friday:

Mechanic \$ _____

Team \$ _____

- B. Overtime working hours, Company paid holidays, Saturday, Sunday:

Mechanic \$ _____

Team \$ _____

Cost for Safety check, if required \$ _____

Parts in excess of \$35.00 shall be invoiced to the City. Parts shall be invoiced at the contractor's cost plus the contractor's markup of: _____%.

Rebuilding equipment, i.e. electric motors, shall be accomplished when authorized by the City:

Parts: Contractor's cost plus the contractor's markup of: _____%.

Labor: Charge for rebuilding, removal and
Installation per hour: \$ _____

Parts and/or equipment removed and replaced with new, become the property of the contractor.

HOURLY RATES

Regular hourly rate \$ _____

Specify the time that the regular rate applies
(i.e.: 8:00 AM to 5:00 PM) \$ _____

Overtime hourly rate \$ _____

Is there a portal to portal charge? Yes _____ No _____

If the answer to above is YES, what is the charge? \$ _____

Coming to Concord from where: Location _____

Number of miles _____

HOURLY RATES FOR HELPERS

Regular hourly rate \$ _____

Specify the time that the regular rate applies
(i.e.: 8:00 AM to 5:00 PM) \$ _____

Overtime hourly rate \$ _____

Is there a portal to portal charge? Yes_____ No_____

If the answer to above is YES, what is the charge? \$_____

Coming to Concord from where: Location _____

Number of miles _____

Please state the mark-up for materials used.

Mark-up from contractor's cost _____

State the average response time from the time call is received for service:

THE UNDERSIGNED ACKNOWLEDGES:

1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE VENDOR SUBMITTING THIS PROPOSAL
2. THE RECEIPT OF THE FOLLOWING ADDENDA _____
3. THE FIRM SUBMITTING THIS PROPOSAL HAS NEVER DEFAULTED ON ANY MUNICIPAL, COUNTY, STATE, FEDERAL OR PRIVATE CONTRACT

COMPANY: _____

SIGNED BY: _____

PRINTED OR TYPED NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

CELL PHONE NUMBER: _____ PAGER: _____

PRIMARY POINT OF CONTACT: _____

PAYMENT TERMS AND CONDITIONS: _____

PLEASE FILL OUT, SIGN AND RETURN TO:

The City of Concord
Douglas B. Ross, Purchasing Agent
41 Green Street
Concord, NH 03301
603-225-8530
603-230-3656 (Fax)
dross@onconcord.com

Due Date/Time: August 22, 2006 Not Later Than 2:00 PM

IN AN EFFORT TO BETTER REACH ALL PROSPECTIVE VENDORS, PLEASE ASSIST US BY PROVIDING AND RETURNING, WITH YOUR PROPOSAL, THE FOLLOWING INFORMATION:

HOW DID YOU LEARN ABOUT THIS REQUEST FOR PROPOSALS (RFP)? PLEASE CHECK ALL THAT APPLY:

- _____ LEGAL NOTICE IN THE CONCORD MONITOR
- _____ PURCHASING PAGE OF THE CITY INTERNET WEB SITE
- _____ ADVERTISEMENT ON CONCORD CABLE TV (CCTV-Channel 17)
- _____ POSTING ON CITY HALL BULLETIN BOARD
- _____ SUBSCRIPTION TO A CONSTRUCTION REPORTING SERVICE
Please identify the reporting service:_____
- _____ CITY SENT THE RFP TO MY FIRM
- _____ OTHER, PLEASE IDENTIFY:_____

THANK YOU FOR YOUR ASSISTANCE.

CITY OF CONCORD, NEW HAMPSHIRE
SPECIFICATIONS EXCEPTION FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Concord to ferret out information concerning the materials which you intend to furnish.

If your proposal does not meet all of our specifications you **must** so state in the space provided below:

Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your proposal bond, if submitted.

Signed: _____

I DO meet specifications

Signed: _____

I DO NOT meet specifications as listed in this proposal; exceptions are in the space provided.

Failure to submit this form with your proposal response may result in your proposal being rejected as unresponsive.

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/>	Exempt from backup withholding <input type="checkbox"/>
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional) City of Concord Finance Department 41 Green Street Concord NH 03301
	City, state, and ZIP code	
	List account number(s) here (optional)	
Part I	Taxpayer Identification Number (TIN)	

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number –	Employer identification number –
Part II	Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Sign Here	Signature of U.S. Person	Date:
------------------	--------------------------	-------

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

CITY OF CONCORD, NEW HAMPSHIRE

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A
PROVISION OF ANY CONTRACT**

The successful contractor agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY _____

TAXPAYER IDENTIFICATION NUMBER _____

AUTHORIZED SIGNATURE _____

ADDRESS _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

City of Concord, New Hampshire
RFP12-07, ELEVATOR MAINTENANCE AND REPAIR SERVICES
Insurance Requirements for All Contractors

Additional Coverage is Required if Checked **Minimum Limits Required**

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000

- Occurrence
- Claims Made

Additional Coverage to Include

- | | |
|---|----|
| <input type="checkbox"/> Owners & Contractors' Protective – Limit | NA |
| <input type="checkbox"/> Underground/Explosion and Collapse | |

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
-----------------------	-------------

- Any Auto, Symbol 1
- Include Employees as Insured

Additional Coverage to include:

- | | |
|---|----|
| <input type="checkbox"/> Garage Liability | NA |
| <input type="checkbox"/> Garage Keepers Legal Liability | NA |

Workers Compensation

NH Statutory including Employers Liability - Each Accident/Disease-Policy Limit/Disease-Each Employee	\$100,000/\$500,000/\$100,000
--	-------------------------------

Commercial Umbrella

May be substituted for higher limits required above	\$1,000,000 _____
<input type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

Other

- | | |
|---|----|
| <input type="checkbox"/> 1. Professional/Errors & Omissions | NA |
| <input type="checkbox"/> 2. Builders Risk – Renovation Form | |
| All Risk completed value form including Collapse | NA |
| Sublimit for Soft Cost Coverage | NA |
| <input type="checkbox"/> 3. Installation Floater (Equipment) | NA |
| <input type="checkbox"/> 4. Riggers Liability | NA |
| <input type="checkbox"/> 5. Environmental – Pollution Liability | NA |
| <input type="checkbox"/> 6. Aviation Liability | NA |
| <input type="checkbox"/> 7. Watercraft – Protection & Indemnity | NA |

(X) The City of Concord must be named as Additional Insured

QUALIFICATIONS STATEMENT

The undersigned submits answers to the following questions to enable the City of Concord to judge experience and ability in, and facilities for, the work proposed to be done.

1. The work, if awarded to you, will have the resident personal supervision of whom? State his/her name, title, and their special qualifications.

2. (a) Provide a brief history of your firm. (b) Demonstrate that your firm has provided satisfactory maintenance and repair service on the types of elevators and handicapped lifts operated by the City. (c) Identify the number of inspectors, licensed in the State of NH for at least the past three (3) years, that currently work for you. (d) Identify the location of your repair parts inventory and the number of stock keeping units (sku's) maintained at this location:

a. _____

b. _____

c. _____

d. _____

3. How many years has your organization been in business as a contractor under the name in which you propose to execute this contract?

4. Has your present organization ever failed to complete any work awarded to it? If so, state when, where and why: _____

5. Provide three (3) references (to include name, address, telephone number and point of contact) for New Hampshire accounts, currently serviced by your firm, with elevators/handicapped lifts similar to those used by the City of Concord.

NOTICE OF AWARD

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP12-07

PROJECT: Elevator Maintenance and Repair Services

CITY CONTRACT NO.: RFP12-07

CONTRACT FOR: Elevator Maintenance and Repair Services

You are notified that your Proposal opened on August 22, 2006 for the above Contract has been considered and accepted for you to provide elevator maintenance and repair services for all City elevators and lifts. All terms, conditions, specifications and prices shall be in accordance with the CITY'S Request for Proposals (RFP12-07) and the CONTRACTOR'S proposal response.

The Contract Prices of your contract shall be in accordance with the attached Proposal Sheet.

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, which is by _____.

1. You must deliver to the CITY one fully executed counterpart of the Agreement.
2. You must deliver your insurance certificate, meeting the minimum required levels of coverage, naming the City as an additional insured.

Failure to comply with these conditions within the time specified will entitle the **CITY** to consider your proposal abandoned and to annul this Notice of Award.

Within ten days after you comply with those conditions, the CITY will return to you one fully signed counterpart of the Agreement, and Notice to Proceed and a purchase order.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

Douglas B. Ross, Purchasing Agent
(NAME/TITLE)

Copy to GENERAL SERVICES, PUBLIC PROPERTIES DIVISION

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ by
and between The City of Concord, New Hampshire, hereinafter called the “**CITY**” and
_____ doing business as (an individual) or (a partnership)
or (a corporation) hereinafter called the “**CONTRACTOR**”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** will commence and provide the elevator maintenance and repair services for the **CITY**. All terms, conditions, specifications and prices shall be in accordance with the **CITY’S** Request for Proposals (RFP12-07) and the **CONTRACTOR’S** proposal response opened and publicly read on August 22, 2006.
2. The **CONTRACTOR** will furnish all of the material, supplies, tools, equipment, labor and other services necessary to provide the elevator maintenance and repair services detailed by RFP12-07.
3. The **CONTRACTOR** will commence the work required by the **CONTRACT DOCUMENTS** on September 1, 2006. Completion time for this Agreement shall be August 31, 2007. Thereafter, this Agreement by be renewed, by mutual agreement, for up to three (3) additional one (1) year periods.
4. The **CONTRACTOR** agrees to provide all the **SERVICES** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the fixed fee for services provided with the cost proposal submitted by the **CONTRACTOR**. **See Attached.**
5. The term “**CONTRACT DOCUMENTS**” means and includes the following:
 - (A) REQUEST FOR PROPOSAL RFP12-07
 - (B) RFP12-07 PROPOSAL RESPONSE
 - (C) CITY OF CONCORD REQUIRED CONTRACT FORMS
 1. SPECIFICATIONS EXCEPTION FORM
 2. ALTERNATE FORM W-9
 3. INDEMNIFICATION AGREEMENT
 4. INSURANCE CERTIFICATE
 - (D) LETTER OF AWARD
 - (E) NOTICE OF AWARD
 - (F) AGREEMENT
 - (G) NOTICE TO PROCEED

(H) PURCHASE ORDER

(I) ADDENDUM # _____, DATED _____

6. The **CITY** will pay the **CONTRACTOR**, in the manner and at such times as set forth in the General Terms and Conditions, such amounts as required by the **CONTRACT DOCUMENTS**. Retention from progress payments will be in accordance with the General Terms and Conditions.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS HEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

CITY:
CONCORD, NEW HAMPSHIRE

BY _____

Name/Title: Douglas B. Ross, Purchasing Agent

(SEAL)

ATTEST:

Name _____

Title _____

CONTRACTOR:

By _____

Name _____

(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____

(Please Type)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP12-07

PROJECT: Elevator Maintenance and Repair Services

CITY CONTRACT NO.: RFP12-07

CONTRACT FOR: Elevator Maintenance and Repair Services

(Name of Contractor)

You are notified that the Contract Time under the above contract will commence to run on September 1, 2006. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of completion for this contract shall be August 31, 2007. Thereafter, this contract may be renewed, by mutual agreement, for up to three (3) additional one (1) year periods.

Before you may start any Work the General Terms and Conditions provides that you must deliver to the CITY certificates of insurance, naming the CITY as additional insured, which you are required to purchase and maintain in accordance with the Contract Documents.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY

(AUTHORIZED SIGNATURE)

Douglas B. Ross, Purchasing Agent
(NAME/TITLE)

Copy to GENERAL SERVICES, PUBLIC PROPERTIES DIVISION

City of Concord,
New Hampshire



Finance Department

Purchasing Division

CITY HALL 41 GREEN STREET

Concord, NH 03301

(603)225-8530 FAX(603)230-3656

Reference: RFP12-07

If you choose not to propose, please complete the questionnaire below and return it with your response by the proposal opening date. Your assistance in helping us to analyze no proposal rationale is very much appreciated. Thank you.

* * * * No Proposal Questionnaire * * * *

A no proposal is submitted in reply to the City of Concord Request for Proposals (RFP12-07, Elevator Repair and Maintenance Service) for the following reasons:

- _____ Item/Service not supplied by our company.
- _____ Proposal specification (give reason(s), e.g., too restricted, not clear, etc.):

- _____ Profit margin on municipal proposals too low.
- _____ Past experience with City of Concord (give specifics, e.g., payment delay, proposal process, administrative problems, etc) _____
- _____ Insufficient time allowed to prepare and respond to proposal request.
- _____ Proposal requirement too large _____ or too small _____ for our company.
- _____ Priority of other business opportunities limit time/other resources available to deliver or perform according to proposal specifications.
- _____ Other reason(s), please specify: _____

.....
Company Name and Address: _____

Phone: () _____

(Signature)

(Typed/Printed Name & Title)