NHTI-13-68

NHTI-Concord’s Community College

REQUEST FOR PROPOSAL FOR:

Private Utilities Locating Service

PURPOSE:
The purpose of this REQUEST FOR PROPOSAL is to establish a contract for NHTI-Concord’s Community College for a multiyear contract for locating private underground utilities.

VENDOR CERTIFICATIONS
The vendor who is awarded the contract must comply with the terms of the CCSNH P-37 contract. Prospective bidders are encouraged to ensure they are able to comply with all applicable regulations. Compliance regulations are indicated further down in the document under the header COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS.

A completed Alternate W-9 form (no fee) must be submitted with the contract.

CONTRACT TERM:
The term of any resulting contract shall end on or before June 30, 2016.

NHTI-Concord’s Community College shall have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.

PAYMENT AND COMPENSATION:
Payment terms: 100% due within 30 days after satisfactory completion of work invoiced, receipt of the invoice, approval, and acceptance by NHTI-Concord’s Community College. Partial payments are allowed.

SCOPE OF SERVICES:
Work within this request for proposal (RFP) shall include the following:

Locate and mark all underground utilities to include:

- Electric
- Cable network
- Fiber optic
- Sewage and water
- Gas
- Other

SITE VISITATION:
A walk through will not be Mandatory in order to submit a bid. Contact is Mike Therrien, Facilities Director (603)271-6484, x 4237.

ADDITIONAL INFORMATION:
NHTI-Concord’s Community College reserves the right to make a written request for additional information from a Contractor/Vendor to assist in understanding or clarifying a Bid Proposal. The responses are to be provided in writing.
All local, state and federal regulations are to be followed. Any fines assessed to NHTI-Concord’s Community College due to the lack of these regulations being followed will be the responsibility of the successful bidder.

If applicable, vendor is responsible for calling Dig Safe System and a private locating service. A private locating service is required as with the exception of natural gas, all utilities on a campus of NHTI-Concord’s Community College are privately owned. Any fines, damages, etc. assessed to NHTI-Concord’s Community College due to failure to obtain a Dig Safe permit and to have utilities located by a private company will be the responsibility of the successful bidder.

Shirts are required to be worn at all times on the work site, smoking is allowed only in designated smoking areas, no radios or headsets are allowed, food is available for purchase and parking for vehicles and equipment must be cleared through the Maintenance Department. Use of cell phones and radios are prohibited while vehicles are in motion. Posted speed limits are to be obeyed. Infractions of rules can result in the offender being asked to leave the campus.

The Contractor who is awarded the contract will need to complete a P-37 contract (sample available upon request) and provide the required Corporate Resolution (corporations/LLC) or Partnership Certificate of Authority or Sole Proprietor Certification of Authority, whichever applies, to show the individual signing the contract is authorized to do so.

Workers’ compensation requirements as outlined in the P37 (15) and as required by NH law must be followed, and includes, in part, providing proof by the Contractor of workers’ compensation insurance coverage for all of its employees on this site. The Contractor awarded the work is also to submit information as required under RSA 21-I:81 B. This law requires, among other things, the Contractor to provide timely information on employee and subcontractor identity, including all CFOs and principals on a log for this purpose, and for the College to potentially post this information on a publicly accessible website. (Note: Any exemptions demonstrated by the Contractor can be noted in the contract at Exhibit C.)

After the Award of Bid, the Contractor shall submit a list of all employees, all subcontractor employees, and other related personnel who will be physically required to work at the college campus, providing the following information for each person:

- Name
- Employer’s Company Name

NHTI-Concord’s Community College reserves the right to request a criminal background check on any employee of Contractor. NHTI-Concord’s Community College also in its discretion may decide that anyone with a criminal history, other than traffic violations that have not been annulled, will not be allowed to work at the project site.

**COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS**

In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws.

In addition, the Contractor shall comply with all applicable copyright laws.

During the term of any contract, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

If the contract is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 of September 24, 1965 entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41C.F.R. Part 60) and with any rules, regulations and guidelines as the State of New Hampshire or the United States shall issue to implement these regulations.

The Contractor shall allow access by the grantee, the sub-grantee, the Federal agency, the Comptroller General of the United States, or any of the their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audits, examinations, excerpts, and transcripts.

The Contractor agrees to retain all pertinent records for three years after CCSNH makes final payment and all other pending matters are closed.
The contractor will comply with Puc 804.03 Training of Locators as stated in the, “New Hampshire Excavator Manual”.

INSURANCE:

Insurance will be more fully addressed at the time a P37 is submitted after the bidding process. The Contractor awarded the contract will need to furnish an insurance certificate which includes the following:

The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the State and the NHTI-Concord’s Community College, the following insurance: Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per incident, and fire and extended coverage insurance covering all property subject to subparagraph 9.2 (P-37) of these general provisions, in an amount not less than 80% of the whole replacement value of the property.

This insurance is in addition to the workers’ compensation insurance requirements outlined above in this document.

The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire.

The certificates shall contain a clause prohibiting cancellations or modifications of the policy earlier than 10 days after written notice thereof has been received by the NHTI-Concord’s Community College.

The certificates are required to name NHTI-Concord’s Community College as additional insured.

BOND/SECURITY AND POWER OF ATTORNEY:

NH RSA 447:16 requires contracts for construction, repair or rebuilding of public buildings or other public works (not including design work) over $35,000 to include a payment bond or other security in an amount equal to 100% of the contract price. Other types of contracts may also have bond/security requirements for payment and/or performance. In such contracts, the bond and power of attorney of the person executing the bond must be included in the contract.

ADDENDUM:

In the event it becomes necessary to add to or revise any part of this RFP prior to the scheduled submittal date, NHTI-Concord’s Community College will fax addenda to all who have already submitted bids and post any changes to its website (www.ccsnh.edu/open-bids). Before your submission, always check for any addenda or other materials that may have been issued which would affect the RFP by checking this website.

Any change, correction or deviation to this RFP must be addressed in a written addendum. Verbal changes will not be allowed.

SUBMISSION OF RFP RESPONSE:

Proposals are due on or before May 31, 2013. If any Addenda to the RFP are issued, please acknowledge in your proposal. Proposals should be mailed to the NHTI-Concord’s Community College, Attention Melanie Kirby, CFO, 31 College Drive, Concord, NH, 03301 faxed to (603) 230-9311 or emailed to mkirby@ccsnh.edu, or hand carried to the above address. NHTI-Concord’s Community College is not responsible for proposals not received due to equipment failure, mail delays, etc. If you want to ensure your proposal was received please verify by calling 271-6484, x 4225.

AWARD:

NHTI-Concord’s Community College reserves the right to accept or reject any or all of the proposals.

NHTI-Concord’s Community College reserves the right to waive any and all informalities in its best interest.
EXHIBIT A

NHTI-Concord's Community College

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Utilities Locating Service

Company Name: ____________________________________________________________

Address: __________________________________________________________________

Telephone Number: __________________________________________________________________

Fax Number: ___________________________________________________________________

Hourly rate for service Monday – Friday 7:00 am – 3:30 PM: $ ________________

Hourly rate for service after 3:30 and on weekends: $ ________________

Signature: __________________________________________________________________

Printed Name: __________________________________________________________________

Date: ______________________________________________________________________

Acknowledging Inclusion of Addendum:

Signature: __________________________________________________________________

Printed Name: __________________________________________________________________

Date: ______________________________________________________________________

This form must be signed by a person authorized to legally bind the applicant organization.