

CITY OF ROCHESTER, NEW HAMPSHIRE

BID “Facility Energy Assessment Services”

The City of Rochester, New Hampshire, will accept qualifications and sealed price proposals for “Facility Energy Assessment Services”. Submissions must be submitted in a sealed envelope plainly marked:

***Bid Request for Statement of Qualifications AND Price Proposals for
“Facility Energy Assessment Services”
Bid # “10-24”***

***City of Rochester, New Hampshire, Purchasing Office
31 Wakefield St.
Rochester, NH 03867
Attn: Purchasing Agent***

All Qualifications and Price Proposals must be received no later than 2:15 pm EST January 15, 2010. Statement of Qualifications opening will be at 2:30 pm EST. **Price Proposals will be opened at a later date.** Bid specifications may be obtained by visiting www.rochesternh.net or by emailing the Purchasing Agent at purchasing@rochesternh.net or by contacting the Purchasing Agent at City Hall, 31 Wakefield Street, Rochester, NH 03867, (603) 335-7602. All bid questions must be submitted in writing (email preferred) to the Purchasing Agent. All bid submittals must be made on the forms supplied and must be fully completed when submitted.

ROCHESTER, NEW HAMPSHIRE

Rochester, New Hampshire, a city north of Boston, MA, is seeking a qualified firm or consultant to assist in conducting a facility energy assessment for various City buildings to evaluate energy efficiency and conservation conditions. The City is a recipient of a U.S. Department of Energy (USDOE), Energy Efficiency and Conservation Block Grant (EECBG). The Jordan Institute Inc. prepared an initial energy audit for several City buildings and worked with the City on the application for the DOE EECBG. The first buildings to be evaluated will be the City Hall/Opera House and Central Fire Station. Based upon performance, additional buildings could be added to the scope of work at the agreed upon rates.

The selected firm or consultant may be requested to perform energy assessments for other city-owned buildings following the initial assessment. The City and the Department of Public Works wish to develop a workable document to facilitate energy conservation measures over the next five to ten years.

Rochester, forty-eight square miles in size, is geographically located in the southeastern part of New Hampshire, approximately 20 miles from the seacoast and approximately 60 miles from the White Mountain National Forest. It is the largest city in the seacoast region with a population estimated at 31,000. It is often described as a community that mixes its rural and industrial past with a future in services and technology. More information about Rochester can be found on the city website at www.rochesternh.net

I) BID SPECIFICATIONS

A) Statement of Qualifications (SOQ) and Price Proposal specifications:

- 1) Statement of Qualifications (SOQ): must include the following information:
 - (a) Fully completed SOQ form submitted with complete bid packet;
 - (b) Resumes of key personnel to participate in the project including educational background and employment history, not to exceed two pages per person;
 - (c) Past experience with energy assessments for municipal buildings particularly in New England, for the past five (5) years with references, contact names and telephone numbers;
 - (d) Statement of availability and location of key personnel to work on the Rochester assignment;
 - (e) Qualifications statement must NOT include cost information.
- 2) Price Proposal: must include the following information submitted on form provided in a **SEALED AND SEPARATE ENVELOPE**:
 - (a) Fully completed Price Proposal Form;
 - (b) Cost based on the Scope of Work;

- (c) An expected timeline for completion;
- 3) Price Proposal Alternate: Provide any recommended changes with associated time and cost additions or deductions.
- 4) Quantities:
 - (a) Ten (10) bound copies of Statement of Qualifications to include the provided SOQ form;
 - (b) One (1) copy of the Price Proposal Form in a separately sealed envelope.

II) SCOPE OF WORK

- A) For the purpose of reviewing qualifications and price proposals the Scope of Work is as follows:
 - (a) Review existing data and reports including Jordan Institute Inc “An Initial Comprehensive Energy Plan for the Future” dated August 5, 2009 (digital version available at:
http://www.rochesternh.net/Public_Documents/RochesterNH_webdocs/energy/;
 - (b) Conduct a detailed analysis of the existing mechanical, plumbing, and electrical systems, equipment and condition, and the condition of building envelope components such as windows and roofs as they apply to building efficiency;
 - (c) Develop a plan identifying appropriate energy conservation and applicable building improvements that would reduce energy use and upgrade the buildings. The report shall provide a description of the Energy Conservation Measures (ECM's), annual estimated savings, and project cost estimates. Cost estimates will include all associated engineering, construction management, implementation costs, and ongoing support services costs;
 - (d) Identify applicable utility incentives and funding opportunities;
 - (e) Work with Energy and Sustainability Committee to revise document so that final product is complete by April 30, 2010;
 - (f) Make presentation of final document to the City Council at the April 2010 City Council Workshop;
 - (g) Other tasks as may be required or recommended.

III) INSTRUCTIONS TO BIDDERS

- A) Preparation of Bids
 - 1) The bidder shall submit his/her price proposal upon the forms (attached) furnished by the City. The bidder shall specify the unit price or price proposal base amount, and / or price proposal alternate amount, as is applicable both in words and figures for each pay item listed. All words and figures shall be in ink or typed.

- 2) If an amount entered by the bidder on the Price Proposal Form is to be altered it should be crossed out with ink, the new unit price or price proposal amount entered above or below it, and initialed by the bidder, also with ink.
- 3) The bid must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the consultant legally qualified and acceptable to the owner. If the bid is made by an individual, his name and post office address 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 address of the President, Secretary and Treasurer.
- 4) All questions shall be submitted in writing to and received by the Purchasing Agent at purchasing@rochesternh.net a minimum of seven (7) days prior to the scheduled bid opening. The Purchasing Agent will then forward both the question and the City's response to the question to all prospective bidders and post it on the City's website.
- 5) All materials submitted in response to this invitation will become the property of the City of Rochester. All expenses incurred by responding to this invitation shall be the responsibility of the bidder.

B) Irregular Bids

- 1) Bids will be considered irregular and may be rejected for any of the following reasons:
 - (a) If the bid is on a form other than furnished by the City, or otherwise specified, or if the form is altered or any part thereof is detached.
 - (b) If there are unauthorized additions, conditional or altered bids, or irregularities of any kind which may tend to make the bids 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 price proposal does not contain a unit price for each pay item listed except in the case of altered authorized pay items.

C) Interpretations

- 1) No oral interpretations will be made to any bidder as to the meaning of the specifications or terms and conditions of this sealed bid invitation.

D) Delivery of Bids

- 1) When sent by mail, the sealed qualifications and price proposals shall be addressed to the owner at the address and in the care of the official whose office the bids are to be received. All qualifications and price proposals shall be filed prior to the time and at the place specified in the invitation for bids. Qualifications and price proposals received after the time for the opening of

the bids will be returned to the bidder unopened. Faxed or emailed bids are NOT acceptable.

E) Withdrawal of Bids

- 1) A bidder shall be permitted to withdraw his/her bid unopened after it has been deposited if such request is received in writing prior to the time specified for opening the bids.
- 2) No bid may be withdrawn, for a period of sixty (60) days subsequent to the opening of bids, without express written consent of the City of Rochester, NH.

F) Public Opening of Bids

- 1) Statement of Qualifications submittals will be opened and read publicly at the time and place indicated in the invitation. Bidders, their authorized agents and other interested parties are invited to be present.
- 2) Opening of the sealed Price Proposal Forms will NOT occur at the same time as the opening of Statement of Qualifications. Price Proposals will be opened once a review of the qualifications, through examination of submittals and / or interviews, has been conducted.

G) Disqualification of Bidders

- 1) Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of his/her submittal:
 - (a) More than one bid 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 supply complete information as requested by bid specifications.

IV) BID EVALUATION

- A) The following factors shall be considered as an integral part of the bid evaluation process to include, but are not limited to:
 - 1) Bidder's ability, capacity and skill to perform within specified time limits.
 - 2) Bidder's experience, reputation, efficiency, judgment and integrity.
 - 3) Bidder's last performance.
 - 4) Sufficiency of bidder's resources to fulfill the contract.
 - 5) Bidder's ability to provide future professional services.
 - 6) Other applicable factors as the City determines necessary or appropriate.
 - 7) Bidder's qualifications and past work performance
 - 8) Interview
 - 9) City discretion

V) AWARD AND EXECUTION OF CONTRACT

A) Consideration of Bids

- 1) Bids will be made public at the time of opening and may be reviewed only after they have been properly recorded. In the case of discrepancy between the prices written in words and those written figures, the written in words shall govern. In case of discrepancy between the total shown in the bid and that obtained by adding the products of the quantities of items and bid prices, the latter shall govern.
- 2) The right is reserved to reject any or all bids, to waive technicalities or to advertise for new bids, if in the judgment of the City, the best interest of the City of Rochester will be promoted thereby.

B) Award of Contract

- 1) If a contract is to be awarded, the award will be made to the qualified bidder whose bid complies with all the requirements prescribed in the bid specifications page(s) and bid evaluation section of this document, and at the sole discretion of the City, demonstrates that selection of said bidder is in the best interest of the City, as soon as practical after the bid opening. The successful bidder will be notified at the address listed that the bid has been accepted and contract negotiations shall follow.
- 2) The City will rank firms or consultants based upon bid evaluations. The City will negotiate final compensation with the highest ranked firm or consultant. If an agreement cannot be reached, the City will then negotiate with the next highest ranked firm or consultant.
- 3) The final scope of services agreed upon may not be identical to the scope of work set forth in the "Scope of Work" section in the invitation.

C) Cancellation of Award

- 1) The City 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 against the City.

VI) EXTRAS

- A) Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the same has been ordered, in writing, by the City of Rochester.

VII) DEFAULT AND TERMINATION OF CONTRACT

- A) Cause - Any of the following reasons, but not limited to, may be cause for termination of the contract or agreement entered into between the City and Consultant.
 - 1) Fails to begin work under Contract within the time specified in the notice to proceed.

- 2) Fails to perform the work in such a manner as to assume prompt completion of said work.
- 3) Performs the work unsuitably or neglects or refuses to redo the work.
- 4) Discontinues the execution of work.
- 5) Fails to resume work, which has been discontinued, within a reasonable time after notice to do so.
- 6) Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency.
- 7) Makes an assignment for the benefit of creditors.
- 8) For any other causes whatsoever, fails to carry on the work in an acceptable manner the City of Rochester will give notice, in writing to the Consultant for such delay, neglect and default.
 - (a) If the Consultant does not proceed in accordance with the notice, then the City of Rochester will have the full power and authority without violating the Contract to take the prosecution of the work out of the hands of the Consultant. The City of Rochester may enter into an agreement for the completion of said Contract according to the terms and conditions thereof, or use such other methods as in the City's opinion will be required for the completion of said Contract in an acceptable manner.
 - (b) All extra costs and charges incurred by the City of Rochester as a result of such delay, neglect or default, together with the cost of completing the work under the Contract will be deducted from any monies due or which may become due to said Consultant. If such expenses exceed the sum which would have been payable under the Contract, then the Consultant shall be liable and shall pay to the City of Rochester the amount of such excess.

VIII) OBTAINING BID RESULTS

- 1) Bid results for the Statement of Qualifications will be posted 48 hours after opening on the City website at www.rochesternh.net or will be available by request via email at purchasing@rochesternh.net.

CITY OF ROCHESTER, NEW HAMPSHIRE
STATEMENT OF QUALIFICATIONS FORM

“Facility Energy Assessment Services”

Bid # 10-24

(To be filled out completely and attached to qualifications packet)

Legal Business Name: _____

Address: _____

Phone: _____

Email: _____

Print Name and Title: _____

Authorized Signature: _____

Date: _____

Are you proposing to use other companies or firms in this project as a partnership? If yes, please list them below with contact names.

CITY OF ROCHESTER, NEW HAMPSHIRE

PRICE PROPOSAL BID FORM

“Facility Energy Assessment Services”

Bid # 10-24

(To be filled out completely and sealed separately from qualifications)

Legal Business Name: _____

Address: _____

Phone: _____

Email: _____

PRICE PROPOSAL BASE AMOUNT (based on Scope of Work)

Price Proposal in words: _____

Price Proposal in figures: \$_____

Project completion date: _____

Print name and title: _____

Authorized Signature: _____

Date: _____

Please describe in detail what is included for this price proposal listed above (may be typed or written on this form or an attached sheet of paper and initialed)

PRICE PROPOSAL ALTERNATE:

Please provide details of recommended alternates, if any, to the price proposal along with time and cost additions or deductions. This is to be included with bid submittal if changes are recommended.

List description below:

PRICE PROPOSAL ALTERNATE AMOUNT:

Addition to price proposal in words: _____

In figures: \$_____

Deduction to price proposal in words: _____

In figures: \$_____

Project completion date: _____

Authorized Signature: _____

Date: _____