CITY OF ROCHESTER, NH 31 Wakefield St. Rochester, NH 03867 INVITATION TO BID

City of Rochester, NH is soliciting a competitive bid;

- 1. <u>BID</u>: **Bid 24-38 Fire Sprinkler Service**
- 2. BID Submission Options-Hardcopy, or Electronically:
 - a) Submit Hardcopy via USPS, FEDEX, or UPS: City of Rochester, NH, Purchasing Agent 31 Wakefield St. Rochester, NH 03867. Reference **Bid 24-38** on package. In-person drop-offs are to go to the Finance Office at City Hall, 31 Wakefield Street, Rochester, NH 03867.
 - b) Submit Electronically via Email: RFP24-38@rochesternhet.onmicrosoft.com
 Included in Email subject line: **Bid 24-38.** An automated email confirmation will be generated to bidder once bid has been received. It is bidder's responsibility to ensure proper email submission of bid, and to monitor for the confirmation email.
- 3. <u>Bid Receipt Date & Time:</u> No later than **June 5, 2024,** at **5:00pm.**
- 4. <u>Bid Opening Date & Time:</u> **June 6, 2024 at 2:30pm** Opening will be conducted in per in Councilor Chambers, 31 Wakefield Street, Rochester, NH 03867.
- 5. <u>Bid Specifications</u>, <u>Questions & Addendums (Q&A)</u>: Can be obtained by visiting https://rochesternh.net/bids see **OPEN BIDS** section. Or contact City of Rochester, NH Purchasing Agent 31 Wakefield St. Rochester, NH 03867, purchasing@rochesternh.net, 603-335-7602. Note Q&A updates will end one week prior to bid opening.
- 6. <u>Bid Results:</u> Results can be obtained at https://rochesternh.net.bids, in **CLOSED BIDS** section. Select the specific bid to see all results, or contact Purchasing Agent.

BID SPECIFICATIONS FOR FIRE SPRINKLER INSPECTION SERVICE CONTRACT

The City of Rochester is requesting bids on building fire sprinkler inspections, testing and maintenance services. This is a three (3) year price commitment with annual contract for the three years, starting July 1, 2024 through June 30, 2027 and will be renewable each year. The minimum specifications are listed below. No subcontractors shall be utilized unless written approval is given by the City of Rochester in advance.

The following outlines the names, addresses, and phone numbers for associated work groups.

Public Works Department

Buildings and Grounds Division-Michael Riley 209 Chestnut Hill Road Rochester, NH 03867 603-332-4096

Wastewater Treatment Plant

Superintendent-Wastewater System, David Green 245 Pickering Road Gonic, NH 03839

Water Treatment Plant

Superintendent-Water System, Ian Rohrbacher 64 Strafford Road Rochester, NH 03867

- 1. The selected vendor will provide inspection, testing and maintenance services for fire sprinkler systems at various building locations listed below in accordance to NFPA 25, the "Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.
- 2. The vendor shall notify the City's alarm monitoring station before and after any and all testing. Records must be available upon request of the Rochester Fire Department.
- 3. At a minimum, the vendor quote must contain fixed pricing for annual inspection, testing and maintenance activities discussed below. Any other work that needs to be done should be in writing with the cost estimate.
- 4. The vendor will supply all labor, vehicles, tools, testing equipment and parts which satisfy the manufacturer's applicable requirements.
- 5. In addition, the vendor will be responsible for maintaining a schedule governing all sprinkler system maintenance and inspection activities, i.e., the specific periodic tasks to be performed for each building.
- 6. A copy of the schedule must be submitted to the department of Public Works 1 week prior to the start date of work.
- 7. The vendor will be responsible for providing advance notification to the facility managers of any inspection or maintenance activities.

- 8. The vendor will establish a logbook for each location, which documents the inspection or maintenance activity. The log book is to be delivered to the Department Works within 2 weeks of completion of annual inspections.
- 9. In addition, the vendor quote should specify.
 - a. Labor billing rate for repair activities not covered under the fixed price activitiesinclude straight time and overtime rates, and under what circumstances overtime rates are charged.
 - b. Mileage charges for repair activities not covered under the fixed price activities.
 - c. Policies if any, on pricing of replacement parts not covered under the fixed price activities.
 - d. A list of current customers with contract names and phone numbers that your company currently provides fire sprinkler system maintenance and inspection services for.

REQUIRED INSPECTION, TESTING AND MAINTENANCE ACTIVITY LISTING

Service Frequency

Annual maintenance activities is to be performed approximately every 12 calendar months, plus or minus 30 days.

ANNUAL

Perform Fire Sprinkler System Inspection, Testing and Maintenance as required:

Item	Activity	
Wet & dry pipe systems	Inspection	
Preaction valves	Inspection	
Control valves	Inspection	
Alarm devices	Inspection, Test	
Hydraulic nameplate	Inspection	
Fire department connections	Inspection	
Main Drain	Test	
Buildings	Inspection	
Sprinklers	Inspection	
Spare sprinklers	Inspection	
Valves (all types)	Inspection, Maintenance	
Antifreeze solution	Test	

INVENTORY OF FIRE SPRINKLERED BUILDINGS

City Hall

31 Wakefield Street, Rochester, NH

Installed in 1997 by John L. Carter Sprinkler Co.

Wet Pipe System with a Baby Dry Pipe, with 407 heads

Community Center

150 Wakefield Street, Rochester, NH

Installed in 2013 by Iron Works Fire Protection

Wet System

Rochester Police Station

23 Wakefield Street, Rochester, NH

Installed in 2004 by Superior Fire Protection Inc.

Dry Pipe System

Basement 1st floor with 213 heads, 2nd floor attic with 201 heads

Library

65 South Main Street, Rochester, NH

Installed in 1996 by Hampshire Fire Protection

Dry Pipe System, with 86 heads

Rochester Central Fire Station

37 Wakefield Street Rochester, NH

Installed 2010by Iron Works Fire Protection Dry System in attic

Wet system in heated area

Rochester Fire Station No. 2

74 Main Street, Gonic, NH

Installed in 2000 by Capital Fire Sprinkler Co.

Dry pipe system, with 145 heads

Wastewater Treatment Plant

245 Pickering Road, Gonic, NH

Installed in 2000 by Capital Fire protection

Dry pipe systems with heads

INVOICING FOR SERVICES

- 1. A checklist/summary documenting the extent of each required inspection/ maintenance to be completed by vendor and submitted to City of Rochester, the Department of Public Works within 30 working days of performance.
- 2. A logbook of the inspection/maintenance activities shall be kept at each building location for the City's review.
- 3. Failure to comply with the inspection/maintenance logbook requirements specified above constitutes a breach of contract and service shall be terminated.
- 4. All invoices require the approval of the Director of the Department of Public Works.
- 5. Any repairs must be approved by the City's representative.

INSTRUCTION TO BIDDERS

- I. PREPARATION OF BID PROPOSAL
- II. **IRREGULAR PROPOSALS**
- III. **DELIVERY OF PROPOSALS**
- IV. **ELECTRONIC BID FORMAT**
- V. WITHDRAWAL OF BID PROPOSAL
- VI. PUBLIC OPENING OF BID PROPOSAL
- VII. DISQUALIFICATION OF BIDDERS
- VIII. CONSIDERATION OF PROPOSALS
- IX. AWARD OF CONTRACT
- X. **CANCELLATION OF AWARD**
- XI. **BID EVALUTAION**
- XII. LAWS, PERMITS & REGULATIONS
- XIII. INSURANCE & LEGAL BUSINESS ENTITY
- XIV. DEFAULT & TERMINATION OF CONTRACT
- XV. OPENING BID RESULTS
- XVI. BID FORM

I. PREPARATION OF BID PROPOSAL

- 1. The Bidder shall submit her/his proposal upon the form(s) furnished by the City (attached). The bidder shall specify a unit price for each pay item. All figures shall be in ink or typed.
- 2. If a unit price or lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it, and initialed by the bidder, also with ink. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.
- 3. The bidder's proposal must be signed with ink by an individual authorized by company to execute the proposal. Required information shall be name of authorized individual, title of individual, legal business name, address, email, and telephone number.
- 4. All questions shall be submitted in writing to and received by the Purchasing Agent at the above address, a minimum of 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 known prospective bidders.

II. IRREGULAR PROPOSALS

Bid proposals will be considered irregular and may be rejected for any of the following reasons:

- 1. If the proposal is on a form other than that furnished by the Owner or if the form is altered or any part thereof is detached.
- 2. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- 3. 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.
- 4. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items.

III. DELIVERY OF BID PROPOSALS

When sent by mail, the sealed proposal shall be addressed to the City of Rochester, Purchasing Agent, 31 Wakefield Street, Rochester, NH 03867. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened. Emailed or faxed bid proposals are not acceptable.

IV. ELECTRONIC BIDS: Due to Covid-19 the City of Rochester has incorporated an electronic bid process. If an electronic format is to be utilized specific submission instructions will be identified in the bid cover page.

V. WITHDRAWAL OF BID PROPOSALS

A bidder will be permitted to withdraw his proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.

VI. PUBLIC OPENING OF BID PROPOSALS

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.

VII. DISQUALIFICATION OF BIDDERS

Either of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of her/his bid proposal(s):

- 1. Evidence of collusion among bidders.
- 2. Failure to supply complete information as requested by the bid specifications.

VIII. CONSIDERATION OF PROPOSALS

- 1. Bids will be made public at the time of opening and may be reviewed only after they have been properly recorded. In case of discrepancy between the prices written in words and those written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.
- 2. The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the City, the best interest of the City of Rochester will be promoted thereby.
- 3. Bid results will be available on the website at www.rochesternh.net within 48 hours of the bid opening.

IX. AWARD OF CONTRACT

The City holds the right, in its judgment, to award the contract to the bidder, which it feels is in the best interest of the City. If a contract is to be awarded, the Contractor/Vendor selection shall be based in part on possession of the necessary experience, organization, technical and professional qualifications, skills and facilities, reference checks, project understanding, approach, ability to comply with proposed or required time to completion or performance, licensing or certification, in good standing with Federal, State and Local agencies, possession of satisfactory record of performance, cost and to a responsible and qualified bidder whose proposal complies with all the requirements prescribed as soon as practical after the bid opening. No bid shall be withdrawn for a period of (60) sixty days subsequent to the opening of bids without the consent of the City of Rochester. The successful bidder will be notified, by the form mailed to the address on his proposal, that his bid has been accepted and that he has been awarded the contract.

X. CANCELLATION OF AWARD

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 or other claim against the City.

XI. BID EVALUATION

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

- 1. The bidder's ability, capacity, and skill to perform within the specified time limits.
- 2. The bidder's experience, reputation, efficiency, judgment, and integrity.
- 3. The quality, availability and adaptability of the supplies and materials sold.
- 4. The bidder's past performance.
- 5. The sufficiency of bidder's financial resources to fulfill the contract.
- 6. The bidder's ability to provide future maintenance and/or services.
- 7. Any other applicable factors as the City determines necessary and appropriate (such as compatibility with existing equipment).

XII. LAWS, PERMITS AND REGULATIONS

- 1. The Contractor shall obtain and pay for all licenses and permits as may be required of him by law, and shall pay for all fees and charges for connection to outside services, and use of property other than the site of the work for storage of materials or other purposes.
- 2. The Contractor shall comply with all State and Local laws, ordinances, regulations and requirements applicable to work hereunder, including building code requirements. If the Contractor ascertains at any time that any requirement of this Contract is at variance with applicable laws, ordinances, regulations or building code requirements, she/he shall promptly notify the City of Rochester in writing.

XIII. INSURANCE & LEGAL BUSINESS ENTITY

1. Contractor and any related subcontractors will carry appropriate liability insurance, and be a legal business entity authorized to conduct business in the State of New Hampshire.

XIV. DEFAULT AND TERMINATION OF CONTRACT

If the Contractor:

- 1. Fails to begin work under Contract within the time specified in the notice to proceed; or
- 2. Fails to perform the work with sufficient workers and equipment, or with sufficient materials to assume prompt completion of said work; or

- 3. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
- 4. Discontinues the prosecution of the work; or
- 5. Fails to resume work, which has been discontinued, within the time frames included in specifications; or
- 6. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency; or
- 7. Makes an assignment for the benefit of creditors; or
- 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 Contractor for such delay, neglect, and default.

If the Contractor does not proceed in accordance with the Notice, then the City of Rochester will have full power and authority without violating the Contract to take the prosecution of the work out of the hands of the Contractor. 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.

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 Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the City of Rochester the amount of such excess.

XV. OBTAINING BID RESULTS

Bid results will be available on the website at www.rochesternh.gov within 48 hours of the bid opening.

Parts, Percent Markup

Bid Form Fire Sprinkler Service

Inspections due September 2nd Year Annual Item # Description 1st Year Annual 3rd Year Annual Service Service Service 1 City Hall 2 Police Station 3 Library 4 Central Fire Station 5 Gonic Fire Station 6 Community Center 7 Wastewater Treatment Plant 8 Straight Time 9 Overtime Rate 10 Mileage Charges 11

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the Contract Documents, he will accept compensation as stipulated therein. In an event both parties agree the award may be extended for one additional year.

Representative Printed Na	ame:		
Vendor Name:			
Address:			
Phone:	E-mail:	Fax	
Prices Good through date: _			
Signature:		Date:	

Bid results will be posted after 48 hours on the City of Rochester's web site: www.rochesternh.gov or will be available by request via e-mail at the following address: purchasing@rochesternh.gov