

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

City of Rochester, NH is soliciting a competitive bid;

1. **BID: Bid 23-05 Drinking Water Compliance Lab Services**
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 23-05** on package.  
No in-person drop offs.
  - b) Submit Electronically via Email: [RFP23-05@rochesternhnet.onmicrosoft.com](mailto:RFP23-05@rochesternhnet.onmicrosoft.com)  
Include in Email subject line: **Bid 23-05**. 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. **Bid Receipt Date & Time:** No later than **August 30, 2022 at 5:00pm.**
4. **Bid Opening Date & Time:** **August 31, 2022 at 2:45pm.** Opening will be conducted virtually via City of Rochester's Government Channel Video on Demand-Live Stream broadcast <https://rochesternh.viebit.com/?folder=ALL>. Select Live Stream top center. Local broadcast will also occur on Atlantic Broadband cable government channel #26.
5. **Bid Specifications, Questions & Addendums (Q&A):** 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](mailto:purchasing@rochesternh.net), 603-335-7602. Note Q&A updates will end one week prior to bid opening.
6. **Bid Results:** 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.

**SCOPE OF SERVICES FOR DRINKING WATER COMPLIANCE AND GENERAL SYSTEM EVALUATION SAMPLING**

1. The Contractor shall be a NELAP accredited laboratory approved by the State of New Hampshire for Drinking Water Analysis, and at the request of the City shall perform all required analyses for the Rochester Water Department, PWSID NH2001010 and the Rochester Consecutive Water System, PWSID NH2001030 to comply with the Federal and NH State Safe Drinking Water Act. Analyses include but are not limited to those listed on the respective NHDES Master Sampling Schedules as well as additional diagnostic or compliance samples, including repeat sampling, as requested. Analytes include IOC/SOC/VOC/UCMR/PFAS/LCR samples. Said bid proposal is incorporated herein by reference and is attached as Table 1.
2. The Contractor shall perform all analyses requested by the City. If the Contractor's laboratory sample capacity precludes the contractor from sampling and analyzing the requested samples within hold times, the Contractor may subcontract the sampling and/or analysis to another NELAP accredited laboratory at no additional cost to the City.
3. The Contractor shall provide all materials for sampling and analysis. The containers shall be clean and conform to the US Environmental Protection Agency (EPA) and NELAP quality control requirements and procedures.
4. The Contractor shall provide occasional consultation on collection methods and interpretation of reports at no additional cost to the City. This consultation shall include occasional testimony at litigation proceedings.
5. The Contractor shall follow and maintain all EPA protocol and NELAP chain-of-custody procedures. Chain-of-custody must be submitted with each lab report.
6. The Contractor shall provide sample pickup and transportation of all required samples (courier service). Samples shall generally be picked up between the hours of 7:00AM and 2:00PM Monday through Friday, excluding holidays, or as agreed upon by both parties. For samples determined to be priority samples by the City, the Contractor shall conduct pick-ups no later than twenty-four (24) hours after request by the City. Express mail carrier service for sample pick up may be used; however, the Contractor must provide all shipping containers and assume responsibility for all mailing costs. Sample transport shall be in iced containers and follow all EPA and NELAP protocols for sample transport and chain- of-custody.
7. The Contractor shall provide the City with one (1) complete electronic report of its analyses as required under the scope of work to be performed. Analytical reports shall be formatted in accordance with NELAP standards and an electronic submission is also required for all

- permit monitoring data that is formatted in accordance with NHDES' Environmental Monitoring Database (EMD) guidance requirements.
8. The Contractor shall perform emergency or priority analyses on certain samples, as determined by the City; verbal reports shall be required in less than 3 working days of receipt of such samples.
  9. The Contractor shall be responsible for the disposal of samples at no additional cost to the City. Such disposal shall be conducted in accordance with all applicable federal and state regulations.
  10. The Contractor shall perform all Quality Assurance/Quality Control (QA/QC) measures as per the requested method and per the New Hampshire Laboratory Accreditation Program and NELAP. Full documentation of QA/QC is not required with the final data package unless specified by the City in advance of sample submission. QA/QC documentation shall be provided at no additional cost to the City.
  11. The Contractor shall make available Quality Assurance/Quality Control data at the request of the City. This information must be retrievable from the Contractor's Laboratory Information Management System for a period not less than 5 years and be available for inspection at any time by the City. The contractor shall be subject to any Federal, State or City Quality Assurance/Quality Control audits and inspections by the Federal, State or City. All QA/QC Federal or State audits and inspection reports shall be forwarded to the City within 30 days of receipt.
  12. The Contractor must conduct analyses in accordance with the EPA Standard Methods and NH DES Administrative Rules.
  13. Preference will be made to New Hampshire based companies using skilled local workers. When possible companies that are within forty five (45) miles of the treatment facilities will be used for direct drop-off of both routine and emergency samples. Preference will be made to companies with local couriers.
  14. Contractor will be held responsible for any violations or fines assessed by regulatory agencies, public or private companies due to late laboratory analysis submittal; incorrect or inaccurate laboratory data, methods, or holding times or falsification of records, etc.
  15. The City may require additional analyses for constituents or methods not listed in Table 1. Additional analyses and their costs shall receive prior approval by the City.
  16. If, through any cause, the Contractor fails to fulfill in a timely manner, or in an adequate manner, as determined by the City, the obligations under this contract, the City reserves the right to terminate this contract upon thirty (30) days written notice to the Contractor.

17. Notwithstanding anything to the contrary contained in this contract, it is understood and agreed by the Contractor and the City that the payment of all compensation specified in this contract and the performance of the City of all its obligations hereunder are contingent upon the availability of funds to the City for the termination of funds, the City shall have a right to terminate this agreement, in whole or in part, immediately.

## **SCOPE OF SAMPLING AND ANALYSIS**

### **WORK TO BE PERFORMED BY THE CONTRACTOR:**

The Contractor shall be capable of performing sampling and analyses set forth in the following documents and if any current methods are revised or new methods are approved during this contract.

1. New Hampshire Code of Administrative Rules, Drinking Water Rules Env-Dw 701 through 715.
2. Methods for Organic Chemical Analysis of Water and Wastes, EPA-40 CFR, Part 136, Appendix A.
3. Standard Methods for the Examination of Water and Wastewater, Current Approved Edition
4. Methods for Chemical Analysis of Water and Wastes, EPA-600/4-79-020, revised March 1983.
5. ASTM Standards, Current Edition.
6. National Environmental Laboratory Accreditation Conference Constitution, Bylaws, and Standards, EPA600/R-99/068, Approved July 1999.
7. EPA Approved Methods
8. NH-ELAP Accreditation.
9. NELAP Accreditation.

## **LABORATORY SAMPLING AND ANALYTICAL SERVICES**

### SERVICES TO BE PERFORMED

The City of Rochester, New Hampshire Department of Public Works (Department) will enter into an agreement to have a contractor perform analytical services as necessary to comply with the requirements of the Federal and State Safe Drinking Water Acts and corresponding administrative rules.

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 contracted Contractor/Vendor shall be based in part on possession of the necessary experience, organization, technical and professional qualifications, skills and facilities, reference checks, project understanding, experience with similar projects successfully completed on time and within budget, approach, ability to comply with proposed or

required time to complete 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. The right is reserved to reject any and all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the City, the best interest of the City will be promoted thereby.

**TERMS OF CONTRACT:** The contract must be approved by the Finance Director, the Director of City Services and shall become effective on July 1, 2022 and expire on July 1, 2025. This is a three (3) year bid. The bid shall remain in effect for three (3) years, and may be renewed for two additional terms based upon the following: 1) Satisfactory performance of the selected contractor as determined by the Finance Director, the Director of City Services, the Water System Primary Operator, and the Purchasing Agent for the City of Rochester; and 2) mutual agreement between both the City of Rochester and the Contractor selected. The contractor agrees that for extra work, if any, performed in accordance with the terms and provisions of the contract documents, they will accept compensation as stipulated herein. Upon mutual agreement by both parties; the City has the sole right to extend said contract with selected Contractor beyond the 3 year period, without rebidding, as long as original terms and conditions of contract are met.

**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 against the City.

#### PAYMENT AND INVOICING

The contract price per sampling & analysis event/parameter and financial arrangements for the aforementioned services shall be as follows:

**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 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 contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his name and post office address must be shown, by a partnership the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each 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 addresses of the President, Secretary, and Treasurer.
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. Faxed bid proposals are not acceptable please see coversheet for instructions on emailed bids.

**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](http://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.net](http://www.rochesternh.net) within 48 hours of the bid opening.

## **CONTRACT-with Tables**

1. The CITY agrees to pay the Contractor up to the price per sampling & analysis as specified in Table 1.
2. Additional charges for mileage, labor, postal costs, sample re-runs, sample disposal costs, etc. are not permitted. All costs must be included in the price per analysis.
3. The Contractor agrees that for extra work, if performed in accordance with the terms and provisions of the contract documents, they will accept compensation as stipulated herein.
4. All invoices must be submitted showing unit prices. Payment will be made no later than 30 days after completion of services or after an invoice has been received at the Department's business office, whichever is later. Invoices shall be mailed to City of Rochester, Accounts Payable, 31 Wakefield St, Rochester, NH 03867, who will then forward them to the appropriate office.
5. The total amount of all payments made to the Contractor by the City shall not exceed the amount set forth in this contract unless the City in accordance with Director of Public Works approves said increases.

### BIDDER QUALIFICATION REQUIREMENTS

1. Bidder must be in good standing and currently listed on the New Hampshire list of municipal and private laboratories accredited for the analysis of drinking water and wastewater.
2. Bidder must submit a statement of qualifications relevant to the analytical specification that includes; equipment inventory, facility description, resumes of key personnel, analytical capacity, experience references, PE programs, certifications and deliverables, and current Method Detection Limit (MDL) studies. CD in pdf format is acceptable.
3. Bidder must submit an example of what is included in a standard deliverables package, and a listing of standard turnaround times and communications measures taken when a QC or hold time problem is encountered. CD in pdf format is acceptable.
4. Bidders must be qualified to provide analytical services necessary to comply with sampling and analysis required by the Federal and State Safe Drinking Water Acts. Bidders must be able to satisfactorily demonstrate to the Department their capabilities to perform all of the services required herein and to perform said services in accordance with the Department's time and quality requirements as set forth in this bid form. Bidders shall also be able to demonstrate their capability to perform said services in accordance with the provisions of the attached standard contract.
5. The Contractor shall also provide a Certificate of Good Standing or a Certificate of Authority issued by the Secretary of State for the State of New Hampshire.

**Table 1**

QUOTATION SUMMARY	FY2023 (July 1 2022-June 30th 2023)					TOTAL TESTS	Amount per Test	Total Price
	WTP 2001010 / 001&002	Well 2001010/503	Distribution 2001010	Consecutive System 2001030				
Bacteria (P/A)		-	300	12		312		
Nitrate/Nitrite (each)	1	1	-	-		2		
VOC	1	1	-	-		2		
IOC	1	1	-	-		2		
SOC	1	1	-	-		2		
Combined Radium 226/228	-	-	-	-		0		
Compliance Gross Alpha with Uranium	-	-	-	-		0		
Radon Water	-	-	-	-		0		
Total Organic Carbon	24	-	-	-		24		
Haloacetic Acids		-	48	1		49		
Total Trihalomethanes		-	48	1		49		
Raw Alkalinity	12	-		-		12		
Fluoride	12	12		-		24		
Copper/Lead	-	-	-	-		-		
PFAS LONG LIST (3 sites ANNUALLY)	2	1	-	-		3		
						481	<b>Grand Total</b>	

**Table 2**

QUOTATION SUMMARY	FY2024 (July 1 2023-June 30th 2024)				TOTAL TESTS	Amount per Test	Total Price
	WTP 2001010 / 001&002	Well 2001010/503	Distribution 2001010	Consecutive System 2001030			
Bacteria (P/A)		-	300	12	312		
Nitrate/Nitrite (each)	1	1	-	-	2		
VOC	1	1	-	-	2		
IOC	1	1	-	-	2		
SOC	1	1	-	-	2		
Combined Radium 226/228	-	-	-	-	0		
Compliance Gross Alpha with Uranium	-	-	-	-	0		
Radon Water	-	-	-	-	0		
Total Organic Carbon	24	-	-	-	24		
Haloacetic Acids		-	48	1	49		
Total Trihalomethanes		-	48	1	49		
Raw Alkalinity	12	-	-	-	12		
Fluoride	12	12	-	-	24		
Copper/Lead	0	-	35	-	35		
PFAS LONG LIST (3 sites ANNUALLY)	2	1	-	-	3		
					516	<b>Grand Total</b>	

**Table 3**

QUOTATION SUMMARY	FY2025 (July 1 2024-June 30th 2025)					TOTAL TESTS	Amount per Test	Total Price
	WTP 2001010 / 001&002	Well 2001010/503	Distribution 2001010	Consecutive System 2001030				
Bacteria (P/A)		-	300	12		312		
Nitrate/Nitrite (each)	1	1	-	-		2		
VOC	1	1	-	-		2		
IOC	1	1	-	-		2		
SOC	1	1	-	-		2		
Combined Radium 226/228	1	-	-	-		1		
Compliance Gross Alpha with Uranium	1	-	-	-		1		
Radon Water	0	-	-	-		0		
Total Organic Carbon	24	-	-	-		24		
Haloacetic Acids		-	48	1		49		
Total Trihalomethanes		-	48	1		49		
Raw Alkalinity	12	-	-	-		12		
Fluoride	12	12				24		
Copper/Lead	0	-	-	10		10		
PFAS LONG LIST (3 sites ANNUALLY)	2	1	-	-		3		
UCMR%	4	2	-	-		6		
						499	<b>Grand Total</b>	

### Bid Form

If both parties are in agreement, bid may be extended as long as contract terms and conditions are met.

OFFER: The undersigned hereby offers to perform services for the City of Rochester, NH as specified at the prices quoted in attached tables, 1 through 3 and in complete accordance with the provision set forth in this bid document.

Business Name: \_\_\_\_\_ Representative \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

ACCEPTED: CITY OF ROCHESTER, NEW HAMPSHIRE

\_\_\_\_\_ Date \_\_\_\_\_