

City of Portsmouth
Portsmouth, New Hampshire
Public Works Department

RFP #54-17
Clean Agent Fire Suppression System

REQUEST FOR PROPOSALS

The City of Portsmouth is seeking to purchase and have installed a clean agent fire suppression system in a newly renovated document storage area comprised of two rooms located in the basement of City Hall.

Sealed proposals, **plainly marked** “City of Portsmouth Clean Agent Fire Suppression System – RFP #54-17” **on the outside of the envelope**, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until **May 15, 2017 at 2:30 p.m.**

A mandatory pre-proposal meeting will be held at **10:00 a.m., May 4, 2017**. Bidders are to meet in the lobby of City Hall, 1 Junkins Ave., Portsmouth NH.

The Request for Proposal is available at <http://www.cityofportsmouth.com/finance/purchasing.htm> or by contacting the Finance/Purchasing Department at the following number: (603) 610-7227. Questions may be directed to Jimmy Dumont Facilities/Solid Waste Foreman at jdumont@cityofportsmouth.com. The deadline for questions is **4:30 p.m., May 8, 2017**. Addenda to this proposal, if any, including written answers to questions, will be posted on the City’s website under the project heading by **4:00 p.m., May 11, 2017**.

The City of Portsmouth reserves the right to reject any or all Proposals, to waive technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of the City.

INTRODUCTION

The intent of the project is to furnish and install a clean agent fire suppression system to protect a new document storage area comprised of two rooms divided by a door located in the basement of City Hall.

A mandatory pre-proposal meeting will be held at **10:00 a.m., May 4, 2017**. Bidders are to meeting in the City Hall Lobby, 1 Junkins Ave., Portsmouth NH.

SCOPE OF WORK

The vendor shall be responsible for furnishing and installing the clean agent fire suppression system in the storage area comprised of two rooms divided by a door.

- The two rooms combined: Maximum cubic feet 8,875
- Ambient temperature in degrees Fahrenheit: Minimum 60; Maximum 85; Normal 75
- Elevation: Less than 3000' above sea level

The vendor shall provide all labor and materials needed to connect the fire suppression system panel to the building fire alarm.

The vendor shall modify the sprinkler system to accommodate the change in the room.

SUBMITTAL REQUIREMENTS

Each Company shall submit two (2) copies of its proposal. Proposals shall include:

- Transmittal letter - Introduce the company, provide contact information, and identify the person who will be in charge of the installation.
- Project Proposal - Summarize the company's proposal. Proposal should identify the material to be used, proposed schedule for completing the work.
- Price Proposal Form – Submit the completed Price Proposal Form.
- References - Provide the name, title, locations and phone number of persons who can substantiate the company's referenced experiences.
- Additional Information – Include such additional information as may be helpful for the City to evaluate the proposal.

Delivery of Proposals - When sent by mail, the sealed proposal shall be addressed to the owner at the address and in the care of the official in whose office the proposals are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for proposals. Proposals received after the time for opening of the proposals will be returned to the firm, unopened. Faxed proposals are not acceptable.

SELECTION CRITERIA AND CONTRACT

The City will review and evaluate the written responses to this Request for Proposals. The City reserves the right to interview and request additional information from proposers. The evaluation of the proposal will be based on the following criteria:

- Adequacy of design, and functionality of equipment to meet the intent of the solicitation;
- Price;
- Schedule;
- Experience and referrals; and
- Such other criteria as is in the best interest of the City.

Using the criteria, the City will identify the highest ranking proposal and attempt to negotiate a contract with that company. A sample form of the contract is attached. If negotiations are not successful, the City may proceed to enter into negotiations with the next highest ranked company for services.

RESERVATION OF RIGHTS

The City of Portsmouth reserves the right to reject any and all proposals, to waive technical or legal deficiencies, to make such investigation as it deems necessary to evaluate the company's qualifications, to accept any proposal that may be deemed in the best interest of the City and to negotiate terms and conditions of any proposal leading to acceptance and final execution of a contract for services.

PRICE PROPOSAL FORM

Total Proposal for equipment and installation: \$ _____

Amount in Figures

\$ _____

Amount in Words

Identify any additional services/costs, if any: \$ _____

The undersigned agrees that he/she on behalf of proposer has read the proposal documents and agrees to the terms and conditions set forth herein. Proposal price shall be company for at least 30 days.

Proposer further agrees that this proposal is not made jointly or in conjunction, cooperation or collusion with any person, firm, corporation or other legal entity.

Proposer agrees no officer, agent or employee of the Owner is directly or indirectly interested in this Proposal.

Submitted by Authorized Agent:

(Print Name & Title)

Signature: _____

Date: _____

Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax: _____

Email: _____

Once awarded, the agreement to execute the work will likely have the following form:

A G R E E M E N T

This AGREEMENT is entered into this ____ day of _____, 2017, by and between the City of Portsmouth, NH, (hereinafter referred to as Owner) and _____ (hereinafter referred to as Contractor), with a principal place of a business located at _____.

1. **Scope of Work** - Contractor shall carry out the scope of work as outlined in Owner's RFP 54-17 and as described in Contractor's proposal dated _____, 2017 attached hereto as Exhibit 1. Contractor shall provide, at his expense, all labor, materials, equipment and incidentals that may be necessary for the expeditious and proper execution of this project.

Upon commencement of work, the Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions necessary to ensure the safety of employees on the site and the public, and other property at the site or adjacent thereto. The Contractor shall provide erect, and maintain all necessary barricades, lights, signs and other control devices for the protection of the work and safety of the public.

2. **Payment** - Contractor will be paid a lump sum of \$_____ upon final acceptance of the work and settlement of all claims.

Before final acceptance of the work, the contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, temporary utility connections, temporary structures, barricades and signs. All parts of the work shall be left in a neat and presentable condition. On all areas used or occupied by the contractor, regardless of the contract limits, the bidder shall clean-up all sites and storage grounds.

3. **Time for Performance** - Contractor shall commence work no later than _____, 2017 and shall complete work within forty-five (45) days of commencement date. Contractor shall give owner at least three (3) days notice prior to commencing work.
4. **Coordination and Owner's Representative** – The Owner's representative on the project shall be the James Dumont, Facilities/Solid Waste Coordinator or his designee. Contractor shall coordinate installation with the Owner to ensure that there is no/limited disruption to the operation of City Hall.

The Contractor shall not store materials or equipment on site unless approved by Owner's Representative. The Owner shall provide the Contractor with reasonable access to toilet facilities for the use of workers employed on the project. The Owner shall provide the Contractor with reasonable access to water and electricity for construction operations.

5. Indemnification and Proof of Insurance - The Contractor agrees to hold the Owner and any of its officers, agents and employees harmless from any and all claims arising out of or in any way connected with the performance by the Contractor, its officers, agents, or employees of the work referenced above. The Contractor agrees to maintain, at a minimum, the level and types of coverage in the certificate of liability insurance attached as Exhibit 2 throughout the duration of the Agreement.
6. Governing Law - The validity and interpretation of this Agreement shall be governed by the laws of the State of New Hampshire.
7. Conflict of Interest - Contractor warrants by execution of this Agreement that no officer, employee or agent of the City, or any other person who exercises any functions or responsibilities in connection with the City, has or shall have any personal or financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
8. Compliance - The Contractor will secure at its expense all permits and consents required by law as necessary to perform the work and will otherwise comply with applicable municipal ordinances and applicable state and federal laws, rules and regulations.

IN WITNESS WHEREOF, each of the Owner and Contractor has caused this Agreement to be executed and delivered in its name and its behalf by its authorized officer as of the day and year first written above.

City of Portsmouth, New Hampshire

BY: _____
John P. Bohenko, City Manager

BY: _____

Title: _____

Insurance Requirements

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

AMOUNT OF INSURANCE

- A) Comprehensive General Liability:
Bodily injury or Property Damage - \$1,000,000/\$2,000,000
Per occurrence and general aggregate
- B) Automobile and Truck Liability:
Bodily Injury or Property Damage - \$1,000,000/\$2,000,000
Per occurrence and general aggregate

Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A) Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of New Hampshire.
- B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.