

*Town of Atkinson*

**REQUEST FOR PROPOSALS FOR  
THIRD PARTY REVIEW & EVALUATION  
ATKINSON WATER SUPPLY & ISO REVIEW**

**Project Understanding**

The Town of Atkinson is seeking proposals from qualified consulting firms for a Fire Department Water Supply and ISO Assessment. This Assessment and Report will be used as a Road Map for long-term Master Planning of the Towns Fire Protection Water Supply.

**Community Demographics**

Approximately 11.2 sq miles

Approximately 2,900 residential housing units

Approximately 40% of Town area containing pressure hydrants provided by a private 3rd party company

Further information can be located on the Town of Atkinson Website: <http://www.town-atkinsonnh.com>

**Scope of Services**

The Town is requesting the following:

1. Evaluate the capabilities of existing fire protection water supply sites. This will include an inspection and flow test of each dry hydrant and a usability assessment of each static water source. A written assessment will be provided for all sources evaluated.
2. Provide a written assessment of what actions are needed to sustain and/or improve the existing fire protection water supply sites listed in Item #1. This assessment will include a description of any environmental issues, the type of work needed, and the expected costs of that work.
3. Evaluate the capabilities and expected dependability of the pressurized fire protection hydrant system. This should include selected flow testing up to 25% of pressure hydrants (approximately 85 total), review of system design and maintenance program.
4. Provide a written assessment of what actions are needed to sustain and/or improve the existing fire protection pressurized hydrant system listed in Item #3. This assessment will include a description of any suggested expansion of the system and coverage area, the type of work needed, and the expected benefit of that work.
5. Perform an ISO assessment of the five, largest target hazards in the Town and develop an estimated Needed Fire Flow (NFF) for each hazard based upon ISO's NFF formula.

6. Based upon the NFFs developed in Item #5, provide written recommendations on methods to be used to provide those flows relating to the current staffing, equipment, training, and operational procedures of the fire companies serving the Town.
7. Review the most recent ISO Public Protection Classification for the Town and provide a written assessment of how the fire department currently meets the elements of the ISO's Fire Protection Rating Schedule (FPRS).
8. Provide a written assessment of fire department apparatus related to the fire protection water supply delivery process in the Town. This assessment will address elements present in the ISO Fire Protection Rating Schedule, the NFFs developed in Item #5, the staffing complement of the fire departments, and apparatus design and function. The assessment will include recommendations for immediate improvements in apparatus function as well as considerations for future apparatus purchase and replacement.
9. Provide a written summary of the fire protection water supply delivery system (which includes fire department operations) in the Town with a focus on existing strengths and deficiencies, possible delivery alternatives, and considerations for the future.
10. All work will be completed by or supervised by a Certified Fire Protection Specialist.
11. The final written report will include all the written assessments listed above. The successful bidder shall supply Atkinson Fire Department with two (2) color printed copies of the report and one electronic copy in pdf format. The final written report will be submitted to the Town of Atkinson no later than November 30, 2022.

## **Submission Requirements**

All applicants shall provide the following information in a Statement of Qualifications:

1. Names and qualifications of the Firm's principal and/or project manager to be assigned to the Town of Atkinson.
2. A description of the Firm's proposed approach for providing third party review services to the Town. This should include estimated time for completing the requested work.
3. A narrative highlighting the Firm's professional experience as well as the individuals to be assigned to the Town. If the firm is proposing to use subcontractors for specialized engineering disciplines, then the Firm shall identify the sub-contractor and provide the requisite narrative.
4. A statement of the Firm's recent work experience for other NH municipalities referencing the individual assigned by the Firm with responsibility for the project by client.
5. A list of references familiar with both the Firm and the individuals to be assigned to the Town.

The Town will review the submitted statements of qualifications and may schedule interviews with those firms / individuals it deems to be best qualified to serve the needs of the Town. The Fire Chief or his designee shall determine who is qualified to perform this work.

Once the Town has determined that a firm is qualified to perform the work the Town will then review their Bid Response Form. If the Town is satisfied with the price proposals, then the Town may award the contract to the consultant who the town feels best suits the needs of the community.

The Town reserves the right to:

1. Retain copies of all statements of qualifications submitted.
2. Evaluate all submissions in accordance with criteria herein or on the bid response form.
3. Accept those statements from firms it deems best qualified and beneficial to the Town's interests.
4. Reject any or all firms.
5. Waive, or modify any of the requirements detailed in this document.

**Additional Information**

Proposals are due in the Selectmen's Office, 19 Academy Avenue, Atkinson, NH 03811, on or before noon on Tuesday, June 24, 2022, clearly labeled "Water Supply/ISO Study RFP". E-mail will not be accepted. For additional information, please contact Brian Murray, Fire Chief at [bmurray@atkinson-nh.gov](mailto:bmurray@atkinson-nh.gov). Also available on Town of Atkinson Web Site at <http://www.town-atkinsonnh.com>.

The Town reserves the right to discuss further work in addition to the original proposal selected.

*Town of Atkinson*

**Bid Response Form**

To: The Town of Atkinson

The undersigned proposes to furnish all labor, materials and services required for Third Party Review & Evaluation for Atkinson Water Supply & ISO Review in the Town of Atkinson in accordance with the Contract Documents and/or RFP for the Contract price below:

The proposed Contract Price for the \_\_\_\_\_ is: \$ \_\_\_\_\_  
\_\_\_\_\_dollars and \_\_\_\_\_Cents.

The undersigned agrees that if selected as the accepted proposal, they will within five (5) business days excluding weekends and legal holidays after presentation thereof by the Town of Atkinson, execute a contract in accordance with the terms and conditions of this proposal.

The undersigned agrees that, if selected as the accepted proposal, they will on or prior to November 30, 2022 provide the final report. The Contractor also agrees that all work will be scheduled (weather permitting) within a time mutually agreed upon excluding weekends and legal holidays, after being awarded the bid.

The undersigned agrees that all personnel employed by the Contractor will be paid in accordance with all applicable laws and to comply with all applicable rules and regulations stipulated under any and all such laws.

The undersigned hereby certifies that he/she is able to furnish any and all such labor, materials and or services required under this proposal.

The undersigned further certifies under the penalties of perjury that this proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned is not presently debarred from doing work or supplying any type of services to the Town of Atkinson or the State of New Hampshire.

The undersigned agrees that all Applications for payment shall be on a form acceptable to Town, based on a schedule of values for the various portions of the Work approved by Town prior to submission of the first application, and accompanied by such documentation, affidavits, waivers of liens and releases as the Town may require. Contractor shall submit each application for payment no later than the 15<sup>th</sup> and 30<sup>th</sup> day of the month unless the Town has specified otherwise.

The undersigned agrees that Certificates of insurance must be filed with the Selectmen's Office prior to the start of the project. No requisitions for change orders will be recognized that have yet to be executed by the Selectmen's office.

The undersigned agrees that the Town shall make payments within thirty (30) days after receipt of application for payment for the work. Faxed or emailed applications will be not considered valid for payment. Only original applications will be considered.

The undersigned agrees that in addition to the requirements or any other provisions, final payment shall not become due until the proposal is fully completed and accepted by the Town.

The undersigned agrees that no payment, including final, made under or in connection with this project shall be evidence of the performance of such Work, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty, or improper work or materials nor shall it release Contractor from any of its obligations.

The undersigned agrees to supply the following with their proposal:

Current Certificates of Liability and Workers' Compensation Insurances, with umbrella policy in accordance with the Town's requirements (see attached).

The undersigned agrees that, if required, all personnel shall submit to a background check. Only individuals who successfully pass the background check will be permitted access to this project.

The undersigned agrees that prior to starting Work, any Subcontractor shall obtain and maintain insurance from a responsible insurer satisfactory to Contractor. Subcontractor's insurance shall apply to any Work furnished by or through Subcontractor for Contractor at any Project. It shall name Contractor as an additional insured on a primary and non-contributory basis to any other insurance carried by Contractor, under the subcontractor's General Liability, Auto Liability and Umbrella Liability coverages. This additional insured status shall also apply to completed operations coverage, and provide at least the following coverages and minimum limits:

Insurance Requirements

*Coverages Required*

*Minimum Limits Required*

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000
Occurrences	
Claims Made	

Workers Compensation

NH Statutory including Employers Liability -

Each Accident/Disease-Policy Limit/Disease-Each Employee \$100,000/\$500,000/\$100,000

Town of Atkinson must be named as Additional Insured

The undersigned further agrees that prior to starting Work, Contractor shall furnish to Town a current Certificate of Insurance, issued directly from the insurer, showing coverage and limits meeting or exceeding the minimum requirements and that Town or anyone else required are named as additional insureds. The Certificate of Insurance shall also specify that no part of such insurance shall be modified, canceled, or allowed to expire until at least 60 days after written notice is given to Town.

Agreed to, Acknowledged and Accepted:

By: \_\_\_\_\_

Company: \_\_\_\_\_

Printed Name of Authorized Signer: \_\_\_\_\_

Signature: \_\_\_\_\_

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

City/State: \_\_\_\_\_

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

e-mail: \_\_\_\_\_

***Note: If bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if partnership, give full names and residential addresses of all partners, and if individual, give residential address it different from business address.***

## **CONSULTING FOR WATER SUPPLY ASSESSMENT AND ISO PREPARATION**

Certificates of Insurance in a form acceptable to Town Counsel, will be submitted by the successful bidder upon written or verbal notification that the proposal has been accepted. Required insurance must be maintained for the duration of the contract.

Terms of payment, except when specified in the proposal, will be net **45 days** after receipt of approved invoice. The Town of Atkinson is exempt from taxes imposed by the Federal and State Governments including the Federal Transportation Tax. Such taxes should not be included in your proposal. Where applicable, freight charges, setup charges and any other charges are to be included in the total price to the Town.

Equipment supplied and work performance must be in conformance with all OSHA regulations and all vehicles must meet Federal and State Department of Transportation rules and regulations governing their use in New Hampshire. All equipment will be maintained in a safe clean working condition as intended by the manufacturer. Violation of this provision may result in immediate termination of contract.

When applicable, the Contractor assumes responsibility to conform to all local ordinances and to obtain all necessary permits before start of work.

The Town of Atkinson reserves the right to reject any or all bids or any portion thereof. The Town also reserves the right to ascertain which products or services best meet its needs and requirements. Price, delivery, quality, and service will be considered.

### **GENERAL INFORMATION TO ALL RESPONDENTS**

- The first page of each BID must be clearly labeled with the proposer's name, the name of a contact person within the proposer's organization, and the proposer's mailing address, telephone number, fax number, webpage address and email address.
- To be considered, a vendor must submit a complete BID that satisfies all requirements and addresses all information requested or specified in this RFP.
- The Town reserves the right to amend or withdraw this Request for BIDs at any time prior to the deadline date for submission of proposals. If this BID is amended, the Town will notify each proposer in writing, via email.
- When quantities are listed in these specifications they may be increased or decreased by the Town of Atkinson, depending upon its actual requirements.
- The Town of Atkinson is an equal opportunity employer, and we advise you of our intent to negotiate business only with other equal opportunity employers. All Contractors and subcontractors with whom we contract are obligated to provide equal opportunity without regard to race, creed, color, national origin, age, sex or handicap.

- Bids must be submitted on proposal forms attached hereto. Bids received later than the time and date specified will not be considered.
- No bid shall be accepted from, or contract awarded to any person who is in arrears to the Town of Atkinson on any tax, debt, or contract.
- **Price is not the sole determining factor used to determine award. The Contractor past history and work performance on previous Town of Atkinson projects as well as references received or submitted for past work other than the Town of Atkinson will be considered when making awards. The Town of Atkinson reserves the right to award work to the most qualified contractor based upon its evaluation regardless of proposed price.**

### **BID TERMS AND CONDITIONS**

- All bid prices must include prepaid delivery, assembly and/or installation (ready for operation and/ or use) of all equipment and/or materials to the individual location(s) as designated by the Town of Atkinson. All bid prices are to be submitted on the sheets provided on this bid. Quantities and pricing are to be listed in accordance with these sheets.
- Bidders offering(s) under this bid must meet and be in compliance with all local, state and federal specifications, regulations and requirements pertaining to the work, materials, equipment or items requested in the bid.
- The successful bidder, vendor and/or contractor must protect all property of the Town of Atkinson, (i.e., all floors, furniture, grass, land, etc.) from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense.
- At the completion of the work the vendor and/or contractor must remove from the premises all surplus materials and all debris created by him. He must leave the premises in a clean and finished condition acceptable to the owner or its agents. It is the responsibility of the VENDOR to document before and after conditions.
- **Default - It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when he/she has not delivered the item(s) within the time constraints listed in this document. Bidders providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document and/or they have ceased work on the project for a period of fifteen (15) working days cumulative or consecutive.**
- Samples that are forwarded by the bidder will be returned to the bidder at his request and at his expense. Samples not returned to the bidder will be disposed of at the discretion of the Town of Atkinson or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within thirty (30) days of bid opening date. Items not picked up within thirty (30) days of bid opening will be disposed of by the Town of Atkinson.
- Any and all references to trade names, types, styles, models or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and/or



materials that will be satisfactory. Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his bid exactly what he intends to furnish, and to furnish with his bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitutes that might be offered are guaranteed by the bidder to be of equal or better quality than is requested in the bid. The item(s) offered must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to ensure that the items received are in fact the items offered in the bid. WHEN RECEIVED, SHOULD ITEMS/MATERIALS PROVE TO BE DIFFERENT IN ANY WAY, THE BIDDER AGREES TO THE RETURN OF THE ITEMS AND AGREES TO SUPPLY THE CORRECT ITEMS (PER BID SPECIFICATIONS) AT THE BIDDER'S EXPENSE.

- Bidders are cautioned that surplus, seconds, factory rejects, close-outs or distressed items are not acceptable and shipment of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor's expense.
- The quantities and/or material listed in the specifications may be increased or decreased by the Town of Atkinson or its designated representative based on actual need at the time the orders are placed.
- The Town of Atkinson or its designated representative reserves the right to reject any proposal in whole or part offering equipment and/or materials and/or services that in his/her opinion does not meet the quality standards desired. Such decision will be considered final and not subject to further recourse by the bidder.
- The Town of Atkinson or its designated agent reserves the right to award or reject by item, or part thereof, groups of items, or parts thereof, or all items of the bid and to award contracts to one or more bidders submitting identical proposals as to price, to reject any and all bids in whole or in part, to waive technical defects, irregularities and omissions if, in his/her judgment the best interest of the town will be served.
- The Town of Atkinson specifically reserves the right to reject any and all bids until a purchase order and/or contract has been awarded, no bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders that the contract has been awarded.
- It is the intent to award this bid by line item; however, the Town of Atkinson reserves the right to award the bid in total if it is deemed by the Town of Atkinson that the award in total would be in the best interest of the Town. In addition, bidders should be advised that should budgetary constraints dictate, part and/or all the items listed in this bid may be rejected. This decision(s) shall be considered final and not subject to recourse by the bidder.

- In determining the lowest or highest responsible bidder, the Town of Atkinson reserves the right to consider, in addition to price, the compatibility, the quality, the cost of maintenance and availability of parts, the experience of the bidder, the sufficiency of the financial resources of the bidder as relates to the offerings, as well as the ability of the bidder to provide future maintenance and service.

***WHERE A PERFORMANCE BOND IS REQUIRED, IT IS TO BE SUBMITTED AFTER  
AWARD OF BID AND PRIOR TO CONTRACT EXECUTION.***

- Performance Bond - the bidder whose proposal shall be accepted shall file a performance bond and execute said contract within fifteen (15) days from the date of notification of such award. The bond furnished must be in favor of the Town of Atkinson and executed by a surety company authorized to transact business in the State of New Hampshire and acceptable and approved by the Town of Atkinson. It shall be for not less than one hundred per cent (100%) of the total contract price but in no case less than one thousand dollars (\$1,000).
- The Town of Atkinson reserves the right to require successful bidder(s) to enter into such security arrangements as are deemed necessary to protect the Town of Atkinson property and goods.
- Facsimile Transmissions - Submission of this bid or any portion of this bid and/or any documents relating to the bid by means of Facsimile Transmission (fax machine) is unacceptable and will not be considered in the bid process.
- The bidder agrees to obtain all work/building permit(s) as might be required. The cost of obtaining said permit(s) shall be included in the bid price(s). In addition, it shall be understood where property lines are to be considered, bidders are to verify said lines/measurements with proper Town Officials prior to commencement of work.
- In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin.
- The successful bidder shall not employ any subcontractor to fulfill any of the duties as herein specified without express, prior written approval of the Town of Atkinson or its designated representative.
- Material Safety Data Sheet (MSDS) - the successful bidder must warrant that any chemicals supplied hereunder will contain appropriate warning labels, cautioning instructions and notices. In addition, any chemical products supplied in bulk and/or used in the execution of this bid and/or its content, bidder agrees to furnish as directed, sufficient copies of the products MSDS and a supply of labels and cautionary instruction notices to be used in the plant(s).
- The successful bidder must warrant that he has supplied all appropriate information that he is aware of concerning any potential hazards involved in the use, handling, transportation, labeling, storage or disposal of any/all chemicals and/or materials supplied and/or used in the execution of this bid and/or its contents.

- The successful bidder must warrant that he has supplied any data on the possible toxic or harmful effect the chemicals provided and/or used may have and the precautions the Town of Atkinson should take to eliminate or minimize those risks.
- When the State of New Hampshire Prevailing Wage Rate is applicable to the bid, it is to be known by the prospective bidders that a Certified Payroll Record must be forwarded prior to any request and/ or invoice for payment(s).
- Machines and/or Equipment (lockout/tag out) - In an effort to comply with OSHA's final rule on control of hazardous energy sources, vendors must warrant that any and all machines and/or equipment as is covered under this bid will be supplied and/or installed equipped with lockout/tag out devices as prescribed by OSHA.
- All energy isolating devices must be designed to accept a lockout device, as required by OSHA lockout/tag out requirements, 29 C.F.R. 1910.147(C)(2)(iii). 54 Fed. Reg. 36681, 36688 (September 1, 1989). For this purpose, an "energy isolating device" is a mechanical device that physically prevents the transmission or release of energy (such as a valve), and "lockout device" is a device that uses a positive means, such as a lock, to hold an energy isolating device in the safe position and prevent the energizing of a machine or equipment.
- The successful bidder shall agree that any award resulting from this bid will be extended to any/ all departments and agencies of the Town of Atkinson and that the successful vendor shall invoice said Town agency and/or department separately.
- The terms and contents of these general bid terms and conditions are made a part of this bid.