

## INVITATION TO BID

The City of Rochester, New Hampshire, will accept sealed bids for a 4-wheel drive sidewalk tractor for the City of Rochester. Bids must be submitted in a sealed envelope plainly marked:

"Sealed Bid: **4-WHEEL DRIVE SIDEWALK TRACTOR**"

**Bid #07-13**

City of Rochester, New Hampshire

31 Wakefield St.

Rochester, NH 03867

Attn: Purchasing Agent

All bids must be received no later than August 31, 2006 at 2:30 PM. No late bids, telephone, faxed, or emailed bids will be accepted. The Bid specifications, appendices and proposal forms may be obtained by visiting [www.rochesternh.net](http://www.rochesternh.net), or emailing [purchasing@rochesternh.net](mailto: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 proposals must be made on the bid proposal forms supplied, and the bid proposal forms must be fully completed when submitted.

**4 WHEEL DRIVE SIDE WALK TRACTOR****BID FORM****BID #07-13**

VENDOR: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

FAX # \_\_\_\_\_

The City of Rochester is requesting the following two pieces of equipment be considered for trade with the purchase of this vehicle.

1. A 1996 Trackless MT 5 with sander and plow be used as a trade-in on the new tractor. This vehicle has approximately 4027 hours of use registered.
2. A 1996 Boom flail, model 5A710

Bidders may come to the DPW @ 45 Old Dover Rd. Rochester NH 03867, between the hours of 7AM and 3PM to inspect and appraise value of trade in vehicle.

Amount for new tractor: \_\_\_\_\_

Amount of trade item #1: \_\_\_\_\_

Amount of trade item #2 \_\_\_\_\_

**Bid price** (new less both trade-ins): \_\_\_\_\_

Bid price in written words: \_\_\_\_\_

To include delivery to 45 Old Dover Road

DELIVERY FOB DEPARTMENT OF PUBLIC WORKS, 45 OLD DOVER ROAD, ROCHESTER, NH. DELIVERY SHALL BE BETWEEN THE HOURS OF 8 AM AND 1 PM. EQUIPMENT SHALL BE RECEIVED NO LATER THAN **SIXTY (60) DAYS** FOLLOWING NOTICE OF AWARD.

### **MINIMUM SPECIFICATIONS**

It is the intent of this specification to describe a 4-wheel drive articulating, oscillating, rubber tired; diesel powered multi-purpose Sidewalk Tractor. It shall be designed for year round work, and supplied with snow blade, snow blower, mower, dump body and salt and sand spreader. The unit shall be new, unused, of current production, design and source from an established, recognizable manufacturer. Standard items in the manufacturers published literature, furnished by the bidder, and shall be included in the bid. A copy of the specifications for the unit being proposed shall be included with the bid. Any exceptions, variations, and/or deletions must be noted or the bid may be rejected.

The vehicle shall meet the following minimum specifications:

#### **WEIGHT**

1. 5360 lbs with 11,800 lb GVW

#### **ENGINE**

1. 110 SAE net H.P. @2500 RPM with torque of 293 lb. Ft @1500 4 cylinder turbo diesel, thermal-starting aid for cold weather starts.
2. Block heater
3. The engine must have quick-change air filter with precleaner mounted outside engine compartment; precleaner will have clear sight bowl.
4. Engine must have warning, buzzer and automatic engine shut down system activated from low oil pressure and high water temperature. The shut down feature must include adjustable gauge for each to be mounted in engine compartment. The shut down system must have 30-second delay after alarm sounds to allow operator to get tractor out of harms way.
5. The engine compartment access, the hood and side doors shall be hinged and open independently. Quick and easy access to engine dipstick is required.
6. The engines cooling system shall be water-cooled by the means of an 18" fan and radiator; the fan must be enclosed in wire cage.

#### **FUEL TANK**

1. The tank will have 19-gallon capacity.

#### **DRIVE TRAIN**

1. Hydrostatic Transmission – The Tractor shall be propelled by an Eaton hydrostatic transmission and controlled by a single pedal
2. Mechanical – the tractor shall have a 2 speed mechanical transmission, which provides a low-speed range of 0-12 km/hr and a high-speed range of 0-32 km/hr with hand shifter.
3. The axles shall be Dana model 60 full float with trac-lok limited slip differentials front and rear. The axles are to have a rated capacity of 5900 lb each and total allowable GVW of 11,800.

**TIRES**

1. 9.50 R16.5 LT MS Goodyear Workhorse extra grip radial studded, load range E, shall include 1 spare rim and tire for winter operations.

**BRAKES**

1. Hydraulic service brake on all 4 wheels.
2. Secondary parking brake.
3. Hydrostatic braking through transmission.

**HYDRAULIC SYSTEM**

1. Standard SAE hose and fittings.
2. Pump flow 18 gpm @ 3000-psi minimum.
3. Pump shall be driven off engine timing gear.
4. Hydraulic couplers: 4 coupler in front of tractors (2 pair) to be supplied to operating controls features of various attachments. 2 coupler (1 pair) capable of 12 GPM to power attachments. The rear of tractor must have 2 coupler (1 pair) capable of 12 GPM to power attachments.
5. The hydraulic systems must have a filter and hydraulic cooler; the cooler is a cross flow heat exchanger in design.

**PTO**

1. The PTO drives system to be mechanical by way of clutch, 11 1/2" over center type. Must have electric over hydraulic actuation with indicator light. The front PTO shaft shall be 1 3/8" diameter 6 spline 540 PTO rpm @ 2160 engine rpm, with a minimum of 90 PTO hp. Must have shear bolts with easy access from cab.

**IMPLEMENT HITCHES**

1. The front hitch shall be a quick hitch with dual; double acting lifting cylinders and spring loaded lift latches. Must be capable of attaching all supplied equipment.

**SNOW BLOWER**

1. Shall be manufactured complete by the same company as the tractor.
2. Net weight of blower shall be 1050 lbs.
3. Controls shall be raising/lowering, chutes rotation, and chute deflector controlled hydraulically from inside cab.
4. The blower shall be driven mechanically through a sheared pin protected PTO and shear pin protected auger drive.
5. The throat opening shall be 51" wide x 38" high, dimension of center of front axle to front of body sideplates be not to exceed 65". The end plates of the body shall be 3/8" steel. There shall be 2 spiral type, 13" diameter augers with ice picks. The impeller shall be 6" x 24 " with 4 blades, the impeller housing shall be replaceable with 2 piece liner.

6. The chute rotation shall be by hydraulic motor and chain and the chute must rotate on 15" bearing. The chute must have a minimum throat clearance of 87".
7. The cutting edge shall be ½" x 6" hardened steel and reversible. The cutting edge height shall be adjusted by top link.

#### **SNOW PLOW BLADE**

1. The plow shall be a Cote model KL 6000 series.
2. The blade length shall be 60"; the blade height shall be 23"
3. Shall have replaceable cutting edge ½" x 6" hardened steel.
4. Full edge trip
5. The blade shall be power angling to 30 degrees in either direction by 2 single action cylinders with a cushion valve to protect the plow system.
6. The plow must be able to operate with hydraulic down pressure and in float
7. The plow must attach to tractor.
8. The plow must match in color to tractor.

#### **SALT AND SAND SPREADER**

1. The spreader shall be a rear mounted spreader and hydraulic drive and operated from cab and drop style in design.
2. The overall width 45", capacity is to be ½ cubic yard and a spreader width of 41".
3. The spreader shafts shall be greaseable.
4. The spread distance for spreader shall be 3 to 8 miles.
5. The light on rear of spreader shall be stop, tail and turn and have a weatherproof electrical connector.
6. The spreader will be rigid mounted and have 3 screw jacks to aid in installation and removal of spreader.

#### **DUMP BODY**

1. The dump body shall be hydraulic operated from cab.
2. The body shall be 35" wide, 67" long and 13" high.
3. The side panels and bottom panel shall be 14 gauge with ¼" reinforcements in all critical areas.
4. The tailgate shall be 10 gauge.
5. The hydraulic cylinders shall be 2" bore by 14" stroke.
6. The body shall lift to 42 degrees and dump into spreader.

#### **ELECTRICAL SYSTEM**

1. The system shall be 12 volt, negative ground.
2. The battery shall be a 12 volt 950 cca group 31.

3. The alternator to be rated at 95 amps.
4. The tractor will have a master main breaker switch to protect electrical system.
5. The cab will have fully illuminated electric gauges—tachometer, hour meter, coolant temperature, engine oil pressure, hydraulic oil temperature, volt meter and fuel level.
6. Tractor lighting system shall be 2 headlights and 1 rear back-up light – all 3 to be adjustable, halogen and identical. There shall be 2 taillights with stop, turn, brake and 4 way flashers. There shall be a strobe light with guard to protect light from damage, and to maintain full visibility.
7. Electric 12-volt horn in steering column.

### **CAB**

1. The cab shall be “ROPS Certified” to J1040-C SAE specifications and bear a certification label so stating.
2. Air ride seat, cloth fabric covered with arm rest and lumbar support.
3. Three-point seatbelt, lap and shoulder belts.
4. Heater/defroster – 3 speed.
5. Front wiper – 2 speed.
6. Cab door, both sides tinted safety glass.
7. Directional lights
8. Interior light with switch.
9. Floor heat
10. Mirrors inside cab and outside cab for rear view.
11. Tilt steering column.

### **OTHER EQUIPMENT**

1. Fire Extinguisher.
2. First Aid Kit.
3. AM/FM Stereo Radio.
4. Complete set of factory parts & service manuals.

## **INSTRUCTION TO BIDDERS**

### **PREPARATION OF BID PROPOSAL**

1. The Bidder shall submit her/his proposal upon the forms furnished by the City (attached). The bidder shall specify a unit price, both in words and figures if requested, for each pay item for which a quantity is given. All words and 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 the Purchasing Agent. The Purchasing Agent will then forward both the question and the City's response to the question to all prospective bidders.

### **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 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.

### **DELIVERY OF BID 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 bids are to be received. 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.

### **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.

### **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.

### **DISQUALIFICATION OF BIDDERS**

Either of the following reason may be considered as being sufficient for the disqualification of a bidder and the rejection of his proposal of proposals:

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

### **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.

### **AWARD OF CONTRACT**

If a contract is to be awarded, the award will be made to the lowest 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.

### **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.

### **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. bidder's last performance
5. sufficiency of bidder's financial resources to fulfill the contract
6. bidder's ability to provide future maintenance and/or services
7. Other applicable factors as the City determines necessary of appropriate (such as compatibility with existing equipment.)

#### **CONDITIONS AT SITE**

Bidders must visit the site and shall be responsible for having ascertained pertinent local conditions, such as: location, accessibility and general character of the site of the building. The character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of his bid.

#### **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, he shall promptly notify the City of Rochester in writing.

#### **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**

1. The Contractor shall deliver at the time of execution of the Contract, certificates of all insurance required hereunder and shall be reviewed prior to approval by the City of Rochester. The certificates of insurance shall contain the description of the Project, and shall state that the companies issuing insurance will endeavor to mail to the City of Rochester ten (10) days notice of cancellation, alteration or material change of any listed policies. The Contractor shall keep in force the insurance required herein for the period of the Contract. At the request of the City of Rochester, the Contractor shall promptly make available a copy of any and all listed insurance policies. The requested insurance must be written by a Company licensed to do business in New Hampshire at the time the policy is issued.
2. The City of Rochester, NH shall be listed as additional insured on all the Certificates of Insurance.
3. The Contractor shall require each Subcontractor employed on the Project to maintain the coverage listed below unless the Contractor's insurance covers activities of the Subcontractor on the Project

4. No operations under this Contract shall commence until certificates of insurance attesting to the below listed requirements have been filed with and approved by the Department of Public Buildings & Grounds, and the Contract approved by the City Manager

Workmen's Compensation Insurance

- a. Limit of Liability - \$100,000.00 per accident
- b. Commercial General Liability  
Limits of Liability
  - Bodily Injury: \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate
  - Property Damage: \$500,000.00 per occurrence, \$500,000.00 aggregate
  - Combined Single Limit, Bodily Injury and Property Damage:
    - \$1,500,000.00 per occurrence, \$1,500,000.00 aggregate
- c. Automobile Liability  
Limits of Liability
  - \$500,000.00 per accident

5. The Contractor shall indemnify, defend, and save harmless the City of Rochester and its agents and employees from and against any suit, action or claim of loss or expenses because of bodily injury. Including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, whether caused by or contributed to by said City of Rochester, its agents, employees or others.

## ACCIDENT PROTECTIONS

It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to the Contract. That a Contractor and any Subcontractors shall not require any laborer or mechanic employed in the performance of the Contract to work in surroundings or under working conditions which are unsanitary hazardous or dangerous to health or safety. As determined by construction safety and health standards of the Occupational Safety and Health Administration, United States Department of Labor, which standards include, by reference, the established Federal Safety and Health regulations for Construction. These standards and regulations comprise Part 1910 and Part 1926 respectively of Title 29 of the Code of Federal Regulations and are set forth in the Federal Register. In the event any revisions in the Code of Federal Regulations are published, such revisions will be deemed to supersede the appropriate Part 1910 and Part 1926, and be effective as of the date set forth in the revised regulation.

## SUBCONTRACTS

1. Nothing contained in the Specifications or Drawings shall be construed as creating

any contractual relationship between any Subcontractor and the City of Rochester. The Division or Sections of the Specifications are not intended to control the Contractor in dividing the work among Subcontractors or to limit the work performed by any trade.

2. The Contractor shall be as fully responsible to the City of Rochester for the acts and omissions of Subcontractors and of persons employed by him, as he is responsible for the acts and omissions of persons directly employed by him.

#### **PROTECTION OF WORK AND PROPERTY**

The Contractor shall, at all times, safely guard the City's property from injury or loss in connection with this Contract. He shall, at all times, safely guard and protect his own work and that of adjacent property from damage. All passageways, guard fences, lights and other facilities required for protection by State or Municipal laws, regulations and local conditions must be provided and maintained.

#### **USE OF PREMISES AND REMOVAL OF DEBRIS**

The Contractor expressly undertakes at his own expense:

1. To take every precaution against injuries to persons or damage to property;
2. To comply with the regulations governing the operations of premises which are occupied and to perform his Contract in such a manner as not to interrupt or interfere with the operation of the Institution;
3. To perform any work necessary to be performed after working hours or on Sunday or legal holidays without additional expense to the City, but only when requested to do so by the City;
4. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;
5. Daily to clean up and legally dispose of (away from the site), all refuse, rubbish, scrap materials and debris caused by his operation. Including milk cartons, paper cups and food wrappings left by his employees, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
6. All work shall be executed in a workmanlike manner by experienced mechanics in accordance with the most modern mechanical practice and shall represent a neat appearance when completed.

#### **MATERIALS AND WORKMANSHIP**

Unless otherwise specified, all materials and equipment incorporated into the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in their respective trades.

Where the use of optional materials or construction method is approved, the requirements for workmanship, fabrication and installation indicated for the prime material or construction method shall apply wherever applicable. Required and

necessary modifications and adjustments resulting from the substitution or use of an optional material or construction method shall be made at no additional cost to the City.

## **STANDARDS**

1. Materials specified by reference to the number, symbol or title of a specific standard, such as a Commercial Standard, a Federal Specification, Department's Standard Specifications, a trade association standard or other similar standard. Shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of advertisement, except as limited to type, class or grade or modified in such reference.
2. Reference in the Specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. In such cases the Contractor may, at his option, use any articles, device, product, material fixture, form or type of construction which, in the judgment of the City expressed in writing to all Bidders before opening of bids as an addendum, is an acceptable substitute to the specified.
3. Substitution During Bid Time: Whenever any particular brand or make of material or apparatus is called for in the Specifications, a Bidder's Proposal must be based upon such material or apparatus, or upon a brand or make which has been specifically approved as a substitution in an Addendum issued to all Bidders during the bidding time.
4. The intent is that the brand or make of material or apparatus which is called for herein establishes a standard of excellence which, in the opinion of the Consultant and Engineer, is necessary for this particular Project.
5. Substitution After Bid Opening: No substitutions will be considered after bids have been opened unless necessary due to strikes, lockouts, bankruptcy or discontinuance of manufacture, etceteras. In such cases, the Contractor shall apply to the City, in writing within ten (10) days of his realizing his inability to furnish the article specified, describing completely the substitution he desires to make.

## **EXTRAS**

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 Director of Public Works.

## **GUARANTEE OF WORK**

1. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects result in from the use of inferior materials, equipment or workmanship for one (1) year from the Date of Final Acceptance.
2. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
3. In any case, wherein fulfilling the requirements of the Contract or of any guarantee, should the Contractor disturb any work guaranteed under another contract, the

Contractor shall restore such disturbed work to a condition satisfactory to the Director of Public Works. And guarantee such restored work to the same extent as it was guaranteed under such other contracts.

4. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the City of Rochester may have the defects corrected and the Contractor shall be liable for all expense incurred.
5. All special guarantees applicable to definite parts of the work that may be stipulated in the Specifications or other papers forming a part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

#### **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 workmen 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 a new 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 a reasonable time after notice to do so; 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 his 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.

### **OBTAINING BID RESULTS**

Bid results will be posted after 48 hours on the City of Rochester's web site: [www.rochesternh.net](http://www.rochesternh.net) or will be available by request via e-mail at the following address: [purchasing@rochesternh.net](mailto:purchasing@rochesternh.net)