

## INVITATION TO BID

The City of Rochester, New Hampshire, will accept sealed bids for new vehicles for the Department of Public Works. Bids must be submitted in a sealed envelope plainly marked as follows:

DPW Vehicle Bid #07-21  
City of Rochester, New Hampshire  
31 Wakefield St.  
Rochester, NH 03867  
Attn: Purchasing Agent

All bids must be received no later than October 12, 2006 at 3:00PM. No late bids, telephone, faxed or e-mailed bids will be accepted. The bid specifications, appendices and proposal forms may be obtained by visiting [www.rochesternh.net](http://www.rochesternh.net), or e-mailing [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 (e-mail 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.

## Vehicle Bid Form

Bid # 07-21

1 of 2 Pages to be submitted

**Description:**

- Please quote cost for the following bid items; space has been made for 2006 or 2007 model years. Please specify model being quoted. Bidder may quote both.
- Please include a specification sheet for each vehicle quoted
- All vehicles quoted must be new, no used or program vehicles will be considered
- A complete set of factory parts and service manuals will be provided upon delivery of vehicle.
- If requested, vendor will provide training for vehicle or equipment maintenance.
- The bid price shall be a delivered price and shall include all costs associated with the purchase of the specified vehicles, including but not limited to shipping, handling, any document and title fees, ect.
- All vehicles must be delivered with-in 60 days of purchase order being issued.

**Business Name:** \_\_\_\_\_**Bidder Name:** \_\_\_\_\_**Address:** \_\_\_\_\_**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_**Signature:** \_\_\_\_\_**Item # 1** $\frac{3}{4}$  Ton Pick-up Truck

Bid Amount: \_\_\_\_\_

Make/ Model/Year \_\_\_\_\_

**Item # 2**

Small Pick-up Truck with extended cab

Bid Amount: \_\_\_\_\_

Make/ Model/Year \_\_\_\_\_

**Item # 3**

One Ton Pick-up with rack body

Bid Amount: \_\_\_\_\_

Make/ Model/Year \_\_\_\_\_

**Item # 4**

6 Wheel Dump Truck

Bid Amount: \_\_\_\_\_

Make/ Model/Year \_\_\_\_\_

Vehicle Bid Form  
Bid # 07-21  
2 of 2 Pages to be submitted

**Item # 5**

6 Wheel Dump Truck Body & Plow Package

Bid Amount: \_\_\_\_\_

Make/ Model/Year \_\_\_\_\_

**Item # 6**

10 Wheel Dump Truck

Bid Amount: \_\_\_\_\_

Make/ Model/Year \_\_\_\_\_

**Item # 7**

10 Wheel Dump Truck Body & Plow Package

Bid Amount: \_\_\_\_\_

Make/ Model/Year \_\_\_\_\_

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)

**Item #1****¾ Ton Pick-up Truck****2006/2007**

Please quote price for a 2006 or 2007 4-wheel drive pick up with an approximate GVW of 8600 and with the following specifications: Deviations from specified limits should show in dealer supplied spec sheet and will be evaluated.

**Specifications:**

Cab	Regular
Bed	8'bed
Exterior	White
Interior	Gray
Engine	Gasoline 5.4L (minimum)
Transmission	Automatic
Brakes	Power, ABS, All Wheel
Air Conditioning	Yes, manufacturer installed
Suspension	Heaviest available
Axle	3.73 Ratio limited slip
Steering	Power
Heavy Duty Battery	600CCA (minimum)
Heavy Duty Alternator	105 AMP (minimum)
Tires,	All Season Radial, Full Size Spare
Radio/Speakers	AM/FM (minimum)
Seat	Front Split/bench
Wipers	intermittent
Mirrors	Camper style/fold away, manual
Front Bumper	Standard
Rear Bumper	Step & Tow
Trailer Hitch	2" Receiver Type, Class IV
	Wired for Electric Trailer Brakes

**Item # 2****Small Four Wheel Drive, Pick-up Truck with extended cab****2006 / 2007**

Please quote price for a 2006 or 2007 4-wheel drive small pick up with an extended cab and with the following specifications: Deviations from specified limits should show in dealer supplied spec sheet and will be evaluated.

**Specifications:**

Cab	Extended cab 2 small doors
Exterior	White
Interior	Gray
Engine	4 Cylinder / Gasoline
Transmission	Automatic
Brakes	Power, ABS, All Wheel
Air Conditioning	Yes, manufacturer installed
Steering	Power
Tires,	All Season Radial, Full Size Spare
Radio/Speakers	AM/FM (minimum)
Seat	front bench
Wipers	intermittent
Front & Rear Bumper	Standard

**Item # 3****One Ton Truck with rack body****2006 / 2007**

Please quote price for a 2006 or 2007 1 Ton two wheel drive truck with a rack body and with the following specifications: A minimum GVW of 11,400 is required. Deviations from specified limits should show in dealer supplied spec sheet and will be evaluated

**Specifications:**

Cab	Regular
Exterior	White
Interior	Gray
Engine	6.6 Turbo Diesel
Fuel Tank	30 Gallon
Alternator	105 AMP Minimum
Transmission	Automatic, Allison 1000, 6 speed with internal cooler
Brakes	Power, ABS, All Wheel
Air Conditioning	Yes, manufacturer installed
Suspension	Heaviest available
Axle	3.73 Ratio limited slip
Steering	Power
Heavy Duty Battery	600CCA (minimum)
Heavy Duty Alternator	105 AMP (minimum)
Tires,	All Season Radial, Full Size Spare
Radio/Speakers	AM/FM (minimum)
Seat	Front Split/bench
Wipers	intermittent
Mirrors	Camper style/fold away, manual
Front Bumper	Standard
Rear Bumper	Step & Tow, 400lb tongue wt
Trailer Hitch	Manufacturer Standard
Utility Rack Body	Knapheide Value Master PVMXT, Length 9'3", Width 96", with 40" high stake racks Interlocking clip style rack connectors
Lift Gate	Ultron Model DL 169736A with 1600lb capacity and Sprocket drive. Tail lights built into housing.

**Item # 4**  
**6 Wheel Dump Truck**  
**2006 / 2007**

Please quote price for a 2006 or 2007 6-wheel dump truck with the following specifications:  
 Deviations from specified limits should show in dealer supplied spec sheet and will be evaluated.

**Specifications:**

Vehicle Type:	Truck
Description:	Med. Dump Truck
Service:	Snow Plow
Application:	Max 10% Off-Highway
Terrain:	Typical Highway
Road Surface:	120,000 PSI Outside Full Channel reinforced
Frame	Steel, 50 Gallon, mounted on Drivers side
Fuel Tank	Batteries, 2, 96 Amp 900 CCA Grp 31
Batteries/Boxes/Cables	WB 152" ,CA 84",
Wheel Base	

**SUSPENSION SPECIFICATIONS**

Gross Vehicle Weight	Minimum 37,600 lbs
Front Axle	14,600 lb capacity
Rear Axle	23,000 lb capacity, min. rear suspension 23,500 lb, W/4500 lb 4 leaf Auxiliary Multi-leaf spring
Axle Ratio	6:14 No Slip
Front Tire Size	Tubeless Radial 11R22.5 Load Range H
Rear Tire Size	Tubeless Radial 11R22.5 Load Range H Aggressive Traction Tread
Front Wheel	22.5 x 8.25 285.75 MM Bolt Circle Steel Disk 10-Hole Hub Pilot Front
Rear Wheel	22.5 x 8.25 285.75 MM Bolt Circle Steel Disk 10 Hole Hub Pilot Front
Spare Rim & Tire	Front and Back (one each)

**AXLE EQUIPMENT/DRIVELINE SPECIFICATIONS**

Brake Drums, Full Cast, Front & Rear  
 King Pin Bushings – Bronze  
 Differential, No Spin  
 Drag Link & Tie Rods, Greasable  
 Hubs, Ductile Iron, Front & Rear  
 Magnetic Traps, Rear Axle, Drain & Fill  
 Power Steering  
 Wheel Seals, Front, Wet Type, Oil  
 Wheel Seals, Rear, C.R. Scotseal  
 Rear Stabilizer Bar

**BRAKES & AIR SYSTEM SPECIFICATIONS**

Brakes:	Air Brakes Front Cam 16.5" x 6"
	Air Brakes Rear Cam 16.5" x 7"
	Type 12 Front Air Brake Chambers
Air System:	Drain Cocks – Manual
	Brake Dust Shields Front and Back
	Air Dryer, Bendix AD-9 Heated
	Air compressor, 13.2 CFM Bendix Tu-Flo 550
	Steel Air Reservoir
	Slack Adjusters Front and Rear Auto Gunitite 5.5
	Parking Brake, Maxi II Spring Set RA

**TRANSMISSION SPECIFICATIONS**

Type:	Allison Automatic 3000 RDS Series (Close Ratio)
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**CAB SPECIFICATIONS**

Paint	White
Exterior Equipment:	Horn, Small, Electric
	Horn, Dual Air Single Base
	Windshield Wipers, Interval, Electrical
	Turn Signals, Hood Mounted (Horizontal) & Side Marker
	Combo Lamps
	Tail Lights, 2, Mounted Inside Frame Rails
	Lights, Cab Marker, 5
	Headlights, Halogen, Rectangular, 2
	Emergency Flashers Lights, 4-Way
	Cab Mount, Rear, Conventional Rubber
	Grills, Painted, Radiator Mounted

Interior Equipment:	Oil Pressure Gauge
	Coolant Temperature Gauge
	Fuel Gauge
	Voltmeter
	Speedometer
	Air Cleaner Restriction Indicator I/P Gauge
	Dome Light, Center Mounted
	Tachometer
	Turn Signal Switch, Self-canceling
	Warning Light & Buzzer – Air Brakes
	Warning Lights/Chime: Low Oil Pressure, Low Coolant
	Emergency Light Flasher Switch – 4 way
	Auto Circuit Breakers In Lieu of Fuses
	Circuits, Customer Access, IP Fuse Panel
	Circuits, Access Circuits Connector



Mirrors S  
Tinted Glass All Around  
Windshield Tinted Laminated Glass

Heater Fresh Air w/All Weather Ventilation  
Air Conditioning  
Radio Electronic AM/FM Stereo  
Radio Hot Post and Ground  
Steering Wheel 18" Diameter  
Heater Fresh Air w/All Weather Ventilation  
Tilt Steering

Seating:

Cup Holders  
Seatbelts – Lap & Shoulder  
Air Suspension, Driver & Passenger, High Back Design

#### ENGINE SPECIFICATIONS

Type:

250 HP (Minimum) Diesel  
Caterpillar C7 Electronic Diesel, or equivalent

Equipment:

Air Cleaner, Donaldson Single Stage  
Air Intake Heater, Engine, Block Heater  
Anti-Freeze Tag- for STD 50/50 Solution  
Coolant Filter, Conditioner Fleetguard  
Fan Clutch, Eaton 660  
Oil Filter, One 2.6 Qt. Or Equivalent Minimum  
Fuel/Water Separator  
Heater, Air Intake  
Oil Cooler, Integral  
Power Take-Off, Crankshaft – Driven Damper, Adapter  
plate bolted to crankshaft. Frame cross member cut out  
3" to allow propshaft clearance  
Starter, Delco 12-Volt  
Throttle, Hand-Control, Vernier Type  
Alternator, Alt 115 Amp Delco Internally Regulated  
Exhaust, Horizontal Muffler & Horizontal Outlet

**Item # 5****6 Wheel Dump Truck Body & Plow Package****FRONT PLOW AND WING**

Front plow shall be a reversible polymer moldboard plow 11 feet long. It shall come equipped with a rubber flap the length of the plow

Wing shall be an Everest Model ACPF/ACP36/ST62 wing system. Right hand unit 11 feet long. Plow and wing shall have AASHO 12-inch center punch with carbide cutting edge with cover blade.

Both front plow and wing shall be ORANGE.

Plow frame shall be an Everest model PT Custom Power Tilt Front hitch with DA nitride lift cylinder.

Horizontal wing post supports shall be 6"x 4"x 3/8" structural tubing.

Front slide and full trip hinge shall be extra heavy-duty structural tube, horizontal and vertical with heavy-duty bracing.

**HYDRAULICS**

Commercial front pump of proper size driven by a Spicer driveline.

Thirty (30) gallon hydraulic tank with filter and sight gauge.

Commercial section valve for all functions activated from the cab via aircraft stainless steel cables.

2 FFL 12 sander valve shall be plumbed from power beyond end section to back of truck with dust caps.

All controls shall be labeled.

Unit to be installed and pressure tested prior to delivery.

**DUMP BODY**

Shall be an Everest KBS extra heavy duty 10 foot 5-7 yard dump body w/30 inch cab shield, 3/16" high tensile construction throughout boxed top rail.

1 1/2" flame cut upper tailgate hardware.

Tailgate shall have three coal doors.

Tailgate chains shall have protective wrap.

One piece floor.

4" I-beam cross members on 12" centers.

6" I-beam long members.

Four sander tie downs welded in place.

ICC lights

Reflectors

Front and rear mud flaps.

Backup alarm.

Safety brace

Body up light.

Fold up ladder.

Whelan in body strobe light system to include stop, tail and backup lights.  
Everest model UB1821 Class 50 single cylinder twin arm hoist. Installed and painted one color.  
Pioneer model G1500 D coverall with a white 8 foot –11 foot Dacron cover.

#### INSTALLATION

Plow, wing and dump body to be installed on new vehicle.  
All equipment to be installed on new vehicle within thirty days from delivery of the vehicle to successful bidder.

**Item # 6**  
**10 Wheel Dump Truck**  
**2006 / 2007**

Please quote price for a 2006 or 2007 10-wheel dump truck with the following specifications:  
 Deviations from specified limits should show in dealer supplied spec sheet and will be evaluated.

**Specifications:**

Vehicle Type:	Truck
Description:	Truck
Service:	Heavy Dump Truck
Application:	Snow Plow
Terrain:	Max 10% Off-Highway
Road Surface:	Typical Highway
Frame	120,000 PSI Outside Full Channel reinforced
Fuel Tank	Steel, 70 Gallon, mounted on Drivers side
Batteries/Boxes/Cables	Batteries, 1950 CCA total
Wheel Base	WB 195" , CA 120",

**SUSPENSION SPECIFICATIONS**

Gross Vehicle Weight	Minimum 60,400 lbs
Front Axle	20,000 lb capacity
Rear Axle	23,000 lb capacity, min. rear suspension 46,000 lb, with lube oil pump and driver controlled locking differentials in forward and rear axles
Axle Ratio	6:14 No Slip
Front Tire Size	Tubeless Radial 12R24.5 Load Range H
Rear Tire Size	Tubeless Radial 11R22.5 Load Range H Aggressive Traction Tread
Spare Rim & Tire	Front and Back (one each)

**AXLE EQUIPMENT/DRIVELINE SPECIFICATIONS**

Brake System, Air Dual System for Straight Truck Applications  
 Brakes, Front, Air Cam 16.5" x 6", includes 24 Sqin long stroke chambers  
 Brake chamber spring (4) rear  
 Brake lines color coded nylon  
 Dust shields front and rear  
 Slack adjusters front and rear (automatic)  
 Parking brake valve, color coded, located on instrument panel  
 Drain valve (twist type)  
 Spring valve modulator valve  
 Drain valve manual with pull chain for air tank  
 Air brake ABS, full wheel control system (4-channel)  
 Air Dryer (Bendix) with heater

Brakes rear, air cam 16.5" x 7", includes MGM TR3030 long stroke brake chamber and heavy duty spring actuated parking brake

#### BRAKES & AIR SYSTEM SPECIFICATIONS

Brakes:	Air Brakes Front Cam 16.5" x 6"
	Air Brakes Rear Cam 16.5" x 7"
	Type 12 Front Air Brake Chambers
Air System:	Drain Cocks – Manual
	Brake Dust Shields Front and Back
	Air Dryer, Bendix AD-IP Heated
	Air compressor, 18.7 CFM (Cummins)
	Steel Air Reservoir
	Slack Adjusters Front and Rear Auto
	Parking Brake

#### TRANSMISSION SPECIFICATIONS

Type:	Allison Automatic 4800 RDS P Series (Wide Ratio) 6-speed with double overdrive, includes oil level sensor with PTO provision
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#### CAB SPECIFICATIONS

Paint	White
Exterior Equipment:	Horn, Small, Electric
	Horn, Dual Air Single Base
	Windshield Wipers, Interval, Electrical
	Turn Signals, Hood Mounted (Horizontal) & Side Marker
	Combo Lamps
	Tail Lights, 2, Mounted Inside Frame Rails
	Lights, Cab Marker, 5
	Headlights, Halogen, Rectangular, 2
	Emergency Flashers Lights, 4-Way
	Cab Mount, Rear, Conventional Rubber
	Grills, Painted, Radiator Mounted
Interior Equipment:	Oil Pressure Gauge
	Coolant Temperature Gauge
	Fuel Gauge
	Voltmeter
	Speedometer
	Air Cleaner Restriction Indicator I/P Gauge
	Dome Light, Center Mounted
	Tachometer
	Turn Signal Switch, Self-canceling
	Warning Light & Buzzer – Air Brakes
	Warning Lights/Chime: Low Oil Pressure, Low Coolant

## Seating:

Emergency Light Flasher Switch – 4 way  
Auto Circuit Breakers In Lieu of Fuses  
Circuits, Customer Access, IP Fuse Panel  
Circuits, Access Circuits Connector  
Mirrors  
Mirrors S  
Tinted Glass All Around  
Windshield Tinted Laminated Glass  
Heater Fresh Air w/All Weather Ventilation  
Air Conditioning  
Radio Electronic AM/FM Stereo  
Radio Hot Post and Ground  
Steering Wheel 18" Diameter  
Heater Fresh Air w/All Weather Ventilation  
Tilt Steering  
Cup Holders  
Seatbelts – Lap & Shoulder  
Air Suspension, Driver & Passenger, High Back  
Design

## ENGINE SPECIFICATIONS

## Type:

Cummings ISM 425V 50 state 410 hp @ 2100 RPM  
Governed speed, 1550 ft-lb torque@1200 RPM, 425  
peak HP (MAX) or equivalent

## Equipment:

Air Cleaner, single stage  
Air Intake Heater, Engine, Block Heater  
Anti-Freeze Tag- for STD 50/50 Solution  
Coolant Filter, Conditioner Fleet guard  
Fan Clutch, Eaton 660  
Oil Filter, One 2.6 Qt. Or Equivalent Minimum  
Fuel/Water Separator  
Heater, Air Intake  
Oil Cooler, Integral  
Power Take-Off, Crankshaft – Driven Damper,  
Adapter plate bolted to crankshaft. Frame cross  
member cut out 3" to allow prop shaft clearance  
Starter, leece-neville MS2 12-Volt,less thermal over  
crank protection  
Throttle, Hand-Control, Vernier Type  
Alternator, Alt 115 Amp Delco Internally Regulated  
Exhaust, Horizontal Muffler & Horizontal Outlet

**Item # 7****10 Wheel Dump Truck Body & Plow Package****FRONT PLOW AND WING**

Front plow shall be a reversible polymer moldboard plow 11 feet long, Shall come equipped with a rubber flap the length of the plow

Wing shall be an Everest Model ACPF/ACP36/ST62 wing system. Right hand unit 11 feet long. Plow and wing shall have AASHO 12-inch center punch with carbide cutting edge with cover blade.

Both front plow and wing shall be ORANGE.

Plow frame shall be an Everest model PT Custom Power Tilt Front hitch with DA nitride lift cylinder.

Horizontal wing post supports shall be 6"x 4"x 3/8" structural tubing.

Front slide and full trip hinge shall be extra heavy-duty structural tube, horizontal and vertical with heavy-duty bracing.

**HYDRAULICS**

Commercial front pump of proper size driven by a Spicer driveline.

Thirty (30) gallon hydraulic tank with filter and sight gauge.

Commercial section valve for all functions activated from the cab via aircraft stainless steel cables.

2 FFL 12 sander valve shall be plumbed from power beyond end section to back of truck with dust caps.

All controls shall be labeled.

Unit to be installed and pressure tested prior to delivery.

**DUMP BODY**

Shall be an Everest KBS extra heavy duty 14 foot 10 yard dump body w/60 inch head sheet shield, 3/16" high tensile construction throughout boxed top rail.

1 1/2" flame cut upper tailgate hardware.

Tailgate chains shall have protective wrap.

One piece floor.

4" I-beam cross members on 12" centers.

6" I-beam long members.

Four sander tie downs welded in place.

ICC lights

Reflectors

Front and rear mud flaps.

Backup alarm.

Safety brace

Body up light.

Fold up ladder.

Whelan in body strobe light system to include stop, tail and backup lights.

Everest model UB1821 Class 50 single cylinder twin arm hoist. Installed and painted one color.  
Pioneer model G1500 D coverall with a white 8 foot X 16 foot Dacron cover.

#### INSTALLATION

Plow, wing and dump body to be installed on new vehicle.

All equipment to be installed on new vehicle within thirty days from delivery of the vehicle to successful bidder.



## **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 if 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.

**AWARD AND EXECUTION OF CONTRACT****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.
  1. 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.
  2. 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.
    - a. Workmen's Compensation Insurance  
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

3. 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 there from, 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)