

## **INVITATION TO BID**

The City of Rochester, New Hampshire is accepting sealed bids for "Elevator Service and Maintenance" Bids must be submitted to the City at the address below in a sealed envelope plainly marked as follows:

### **"Sealed Bid, Elevator Service and Maintenance**

#### **"Bid # 12-50"**

City of Rochester  
31 Wakefield Street  
Rochester, NH 03867  
Attn: Purchasing Agent

All bids must be received no later than **"June 21, 2012"** at **2:15 PM**. Actual bid opening will be at Rochester City Hall, 31 Wakefield Street in Rochester NH, at **2:30 PM**. No late bids, faxed, e-mailed or telephone bids will be accepted. Bid proposals and specifications 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.

## **BID SPECIFICATIONS**

### **SCOPE OF WORK**

The contractor shall perform an annual inspection of all city maintained elevators and bi-monthly periodic inspections and services on each city maintained elevator and associated machinery in accordance with the elevator manufacturer's recommendations and shall include the applicable items listed under preventative maintenance. The contractor will provide 24-hour emergency call out service to make repairs as required. All work to be accomplished in accordance with American Society of Mechanical Engineers (ASME) standard A17.1 and all federal, state and local laws.

### **PREVENTATIVE MAINTENANCE**

The contractor will provide bi-monthly inspections, maintenance and equipment adjustment service (preventative maintenance) and will report all findings in writing to Bruce Young the Municipal Service Supervisor, Buildings and Grounds Division within 24 hours.

### **BI-MONTHLY SERVICE**

Contractor shall, on a bi-monthly basis, examine, adjust, lubricate and repair or replace the items that warrant replacement. The contractor will be responsible for providing advance notification, at a minimum of 24 hours, to the Municipal Service Supervisor of any inspection or maintenance activities. Contractor shall perform all preventative maintenance during regular working hours 7:00 am to 3:00 pm Monday through Friday, excluding holidays.

### **BI-MONTHLY ITEMS TO BE INSPECTED OR REPAIRED**

- **CONTROLLERS:** including relays, contacts, coils, timers, printed circuit boards, microprocessor boards, controller wiring, travel cable wiring, and hoist way wiring.
- **SELECTOR:** including electrical or mechanical drive components, cams, contacts, relays, resistors, leads, transformers, and solids state components.
- **FIXTURES:** including car and hall button stations, master indicator control panels, all signal fixtures including contacts, buttons, key switches, locks, lamps and sockets.
- **MOTOR:** including gears, bearings, brakes and related parts, brushes, windings, commutators, rotating equipment, contacts coils, and resistors for motor circuits, V-belts, sheaves and wring.
- **PUMP:** including sheaves, screens, filters hoses, or any pares thereof
- **Clean:** elevator machine including pump, valves, and motor.

- VALVES: complete, including relief valve, leveling valves, check valve strainers, springs, gaskets, or any parts thereof
- JACK UNIT: including plunger, guide bearing, packing and packing gland.
- GOVERNOR: including sheave, bearings, shafts, contacts and governor jaws.
- CAR: including power door operator, door protective devices, car door operator, hangers, car door contact, load weighing equipment, car safety devices, car guide shoes, and sub flooring. Ride the elevator each visit, checking floor levels, door operation and checking all signal fixture lamps (replacing when needed).
- ACCESSORY EQUIPMENT: including all accessory elevator equipment installed prior to commencement of this contract, unless other wise noted.
- HOISTWAY: including deflector sheave, secondary sheaves, buffers, governor tension assemblies, limit switches, compensating sheave assemblies, compensating chain or cables, traveling cables, hoistway and machine room wiring, hoistway door interlocks, hoistway door hangers and gibs and auxiliary closer. Included shall be the periodic brush down and vacuum of the hoistway, divider beams, door hangers car top and bottom, doorsills (beyond opening) and pit.
- GUIDE RAILS: Keep the guide rails properly lubricated, except where roller guides are used, and when necessary to renew guide shoe inserts, or roller guides when used, to promote smooth and quiet operation.
- WIRE ROPES: will be renewed as often as necessary to maintain an adequate factor of safety and equalize the tension on all hoisting ropes.
- ALL OTHER MAINTANCE FEATURES OR PRACTICES NOT CITED ABOVE WHICH ARE CONSIDERED ROUTINE IN ELEVATOR MAINTENANCE IN GENERAL.
- FURNISH LUBRICANTS: compounded to specifications and selected to give the best performance. Lubricate pumps, pump motors, couplings, valve control equipment , guides or guide rollers, interlocks, automatic door operator and its linkage parts.
- FURNISH AND MAINTAIN: hydraulic fluid at proper operating level.
- FURNISH AND MAINTAIN parts and supplies necessary to the preventative maintenance and corrective repair of items described above.

## **PERIDOC TESTS**

The contractor will perform periodic testing in accordance with elevator Codes to ensure the elevators meet safety and maintenance requirements. Qualified personnel must complete all tests. The contractor will ensure that all applicable tests are completed on a timely basis and rescored on

the Department of Labor and Industries Elevator Test Log Form. The contractor will also apply tags to equipment where applicable.

### **EMERGENCY WORK AND UNSCHEDULED REPAIRS**

The contractor will provide all necessary repairs and emergency on-call services to maintain the elevators. The contractor must provide a 24-hour contact number and provide a qualified repairperson on site within 1 hour of being notified. A written report of all findings and actions will be sent to Bruce Young the Municipal Service Supervisor for Buildings and Grounds Division in a timely manner.

### **MAINTENANCE INFORMATION**

- 1) At a minimum, the contractor quote must contain fixed pricing for performing the bi-monthly, and annual maintenance activities discussed.
- 2) The vendor will supply all labor, vehicles, tools, testing equipment and parts, which satisfy manufacturer's applicable requirements.
- 3) A copy of the schedule must be submitted to the Public Works Department for review and approval within 30 days of award of bid.
- 4) The vendor will be responsible for providing advance notification, at a minimum of 24 hours, to the facility managers of any inspection or maintenance activities.
- 5) The contractor will establish a logbook for each location, which documents the inspection or maintenance activity;.
- 6) The contractor must provide the City with a list of telephone numbers, pager numbers, and cell phone numbers where a qualified service technician can be reached at all times in the event of an emergency.
- 7) In addition, the contractor quote should specify;
  - a) Labor billing rate for repair activities not covered under the fixed price activities- include straight time and overtime rates, and under what circumstances overtime rates are charged.
  - b) Mileage charges for repair activities not covered under the fixed price activities.
  - c) Policies if any, on pricing of replacement parts not covered under the fixed price activities.
  - d) A list of five (5) customers with contract names and phone numbers that your company provides elevator maintenance and inspection services to with like equipment (size, models, etc.).

Bidders are requested to hold their bid prices for two years with no price adjustment.

<b>Location:</b>	<b>Car Number</b>	<b>Make</b>	<b>Capacity (lbs)</b>	<b>Conveyance Number</b>	<b>Year Installed</b>
City Council Chambers 31 Wakefield Street	1	CH	00450	000004831	2002
City Hall 31 Wakefield Street	1	PA	02000	000002482	1988
Community Center 150 Wakefield Street	1	PA	02000	1315	1988
Community Center 150 Wakefield Street	1	PA	3000	5704	2007
Library 65 South Main Street	1	PA	2100	3551	1997
Historical Society 58 Hanson Street	1	CH	750	6275	2010
Police Station 23 Wakefield Street	1	PA	02500	000004989	2004
Police Station 23 Wakefield Street	1	CH	00750	000005071	2004
Police Station 23 Wakefield Street	1	CH	00750	000005072	2004

**BID PROPOSAL FORM**  
1 of xx to be submitted with bid

**Maintenance Service**

Department	Annual Service 1 <sup>st</sup> Year	Annual Service 2 <sup>nd</sup> Year	Bi-monthly preventive Service 1 <sup>st</sup> Year	Bi-monthly preventive Service 2 <sup>nd</sup> Year
City Council Chamber #4831				
City Hall #2482				
Community Center #1315				
Community Center #5704				
Library #3551				
Historical Society #				
Police Department #4989				
Police Department #5071				
Police Department #5072				

**Time and Materials Rates for Maintenance & Service**

Description	Price per Hour 1 <sup>st</sup> year	Price per Hour 2 <sup>nd</sup> year
Straight Time óLabor rate, not covered under fixed price activities		
Overtime, labor rate, not covered under fixed price activities, and include any policy		
Mileage Charges, for repair activities not covered under the fixed activities, include any minimum mileage charges policy		
Parts, Percent Markup, for repair activities not covered under the fixed activities		

Vendor Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax # \_\_\_\_\_ E-mail \_\_\_\_\_

Prices Good through date: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name &amp; Title: \_\_\_\_\_

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

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)

## **INSTRUCTION TO BIDDERS**

### **PREPARATION OF BID PROPOSAL**

1. The Bidder shall submit her/his proposal upon the form(s) furnished by the City (attached). The bidder shall specify a unit price for each pay item. All figures shall be in ink or typed.
2. If a unit price or lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it, and initialed by the bidder, also with ink. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.
3. The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his name and post office address must be shown; by a partnership the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business addresses of the President, Secretary, and Treasurer.
4. All questions shall be submitted in writing to and received by the Purchasing Agent at the above address, a minimum of 7 days prior to the scheduled bid opening. The Purchasing Agent, will then forward both the question and the city's response to the question to all known prospective bidders.

### **IRREGULAR PROPOSALS**

Bid proposals will be considered irregular and may be rejected for any of the following reasons:

1. If the proposal is on a form other than that furnished by the Owner or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items.

### **DELIVERY OF BID PROPOSALS**

When sent by mail, the sealed proposal shall be addressed to the City of Rochester, Purchasing Agent, 31 Wakefield Street, Rochester, NH 03867. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened. Emailed or 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 reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of her/his bid proposal(s):

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

## CONSIDERATION OF PROPOSALS

1. Bids will be made public at the time of opening and may be reviewed only after they have been properly recorded. In case of discrepancy between the prices written in words and those written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.
2. The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the City, the best interest of the City of Rochester will be promoted thereby.
3. Bid results will be available on the website at [www.rochesternh.net](http://www.rochesternh.net) within 48 hours of the bid opening.

## AWARD OF CONTRACT

The City holds the right, in its judgment, to award the contract to the bidder, which it feels is in the best interest of the City. If a contract is to be awarded, the Contractor/Vendor selection shall be based in part on possession of the necessary experience, organization, technical and professional qualifications, skills and facilities, reference checks, project understanding, approach, ability to comply with proposed or required time to completion or performance, licensing or certification, in good standing with Federal, State and Local agencies, possession of satisfactory record of performance, cost and to a responsible and qualified bidder whose proposal complies with all the requirements prescribed as soon as practical after the bid opening. No bid shall be withdrawn for a period of (60) sixty days subsequent to the opening of bids without the consent of the City of Rochester. The successful bidder will be notified, by the form mailed to the address on his proposal, that his bid has been accepted and that he has been awarded the contract.

## CANCELLATION OF AWARD

The City reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability or other claim against the City.

## BID EVALUATION

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

1. The bidder's ability, capacity, and skill to perform within the specified time limits.



2. The bidder's experience, reputation, efficiency, judgment, and integrity.
3. The quality, availability and adaptability of the supplies and materials sold.
4. The bidder's past performance.
5. The sufficiency of bidder's financial resources to fulfill the contract.
6. The bidder's ability to provide future maintenance and/or services.
7. Any other applicable factors as the City determines necessary and appropriate (such as compatibility with existing equipment).

#### CONDITIONS AT SITE

Bidders shall be responsible for having ascertained pertinent local conditions, such as: location, accessibility and general character of the site. 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 her/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, she/he shall promptly notify the City of Rochester in writing.

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

1. The Contractor shall deliver with bid documents; certificates of all insurance required hereunder. The certificate 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 Works, 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, \$200,000.00 aggregate

Combined Single Limit, Bodily Injury and Property Damage:

\$2,000,000.00 aggregate

c. Automobile Liability

Limits of Liability - \$500,000.00 per accident.

- d. 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 her/him, as she/he is responsible for the acts and omissions of persons directly employed by her/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. She/he shall, at all times, safely guard and protect her/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

1. 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.
2. 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 that, 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 that is called for herein establishes a standard of excellence that, 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 Director of Public Works has ordered the same, in writing.

#### GUARANTEE OF WORK

1. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting 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 workers and equipment, or with sufficient materials to assume prompt completion of said work; or
3. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or

4. Discontinues the prosecution of the work; or
5. Fails to resume work, which has been discontinued, within the time frames included in specifications; or
6. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency; or
7. Makes an assignment for the benefit of creditors; or
8. For any other causes whatsoever, fails to carry on the work in an acceptable manner the City of Rochester will give notice, in writing, to the Contractor for such delay, neglect, and default.

If the Contractor does not proceed in accordance with the Notice, then the City of Rochester will have full power and authority without violating the Contract to take the prosecution of the work out of the hands of the Contractor. The City of Rochester may enter into an agreement for the completion of said Contract according to the terms and conditions thereof, or use such other methods as in the City's opinion will be required for the completion of said Contract in an acceptable manner.

All extra costs and charges incurred by the City of Rochester as a result of such delay, neglect or default, together with the cost of completing the work under the Contract will be deducted from any monies due or which may become due to said Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the City of Rochester the amount of such excess.

#### OBTAINING BID RESULTS

Bid results will be available on the website at [www.rochesternh.net](http://www.rochesternh.net) within 48 hours of the bid opening.