

CITY OF ROCHESTER, NH
31 Wakefield St. Rochester, NH 03867
INVITATION TO BID

City of Rochester, NH is soliciting a competitive bid;

1. **BID: Bid 23-11 TriCities Willand Road Warming Center Services**
2. **BID Submission Options-Hardcopy**
 - a) Submit Hardcopy via USPS, FEDEX, UPS or Drop off in person to: City of Rochester, NH, Purchasing Agent, 31 Wakefield St, Rochester NH 03868 and reference Bid 23-11 on package.
3. **Bid Receipt Date & Time:** No later than **September 27, 2022 at 5:00pm.**
4. **Bid Opening Date & Time:** **September 28, 2022 at 2:00 pm.** Opening will be conducted in person at the City Hall Council Chambers, 31 Wakefield St, Rochester NH 03867
5. **Bid Specifications, Questions & Addendums (Q&A):** Can be obtained by visiting <https://rochesternh.net/bids> see **OPEN BIDS** section. Or contact City of Rochester, NH Purchasing Agent 31 Wakefield St. Rochester, NH 03867, purchasing@rochesternh.net, 603-335-7602. Note Q&A updates will end one week prior to bid opening.
6. **Bid Results:** Results of bids can be obtained at <https://rochesternh.net/bids>, in **CLOSED BIDS** section. Select the specific bid to see all results, or contact Purchasing Agent.

TriCities Mayors Request for Proposals for TriCities Willand Road Warming Center Services

for Strafford County

Introduction

In an effort to protect the life safety of our most vulnerable neighbors normally residing in Strafford County who are in need of a place to go during times of extreme winter weather conditions, the TriCities Mayors, in collaboration with the Strafford County Commissioners, are issuing this Request for Proposals (RFP) to qualified entities for the operation of a low barrier warming facility. This RFP is for pre-planning and operation of up to 60 beds at the TriCities Willand Road Warming Center in Somersworth, NH during the period November 14, 2022 through March 31, 2023.

The TriCities Willand Road Warming Center (WC) will open to provide temporary overnight protection at the direction of the TriCities Emergency Management Directors (EMDs) when extreme winter weather is predicted to pose a significant threat to life safety for unsheltered residents.

The TriCities EMD's will collaboratively determine when the WC will open, and every effort will be made by the TriCities EMDs to provide the shelter operator and community partners with a minimum of 24 hours' notice for each request for warming center activation. The Dover EMD will serve as the single point-of-contact representing the TriCities for the operator of the WC.

The determination to open by the EMD's will be based upon a set of weather conditions pre-determined by the TriCities Mayors and will be based upon temperature, windchill, precipitation and other weather-related conditions. Respondents to this RFP are encouraged to offer suggested WC weather related opening conditions as part of RFP response proposals.

The successful bidder to this RFP will be determined by a team representing the cities of Dover, Rochester, and Somersworth as well as Strafford County. This team reserves the right to reject all submittals and to waive irregularities and informalities in the RFP submittal and evaluation process.

This RFP does not obligate the TriCities to pay any costs incurred by respondents in the preparation and submission of proposals in response to this RFP. Furthermore, this RFP does not obligate the TriCities or their respective representatives to accept or contract for any expressed or implied services.

Successful applicants will work with the TriCities Willand Road Warming Center RFP evaluation team to negotiate a formal contract/MOU with specific deliverables, timelines, and outcomes.

The TriCities RFP evaluation team will be responsible for monitoring performance to ensure alignment with contract/MOU requirements and deliverables. Contracts may be structured to offer an opportunity to evaluate and revise as necessary.

Applications may be submitted via e-mail, mail, or in person to:

Angie Gray
Purchasing Office
31 Wakefield Street
Rochester, NH 03867
Phone: 603-335-7602
Email: angie.gray@rochesternh.net

Applications and related materials must be received no later than **__September 27th__** at **5:00 p.m.** to be considered. The applicant assumes full responsibility for the delivery method chosen. Applications must be clearly marked with WILLAND ROAD WARMING CENTER RFP.

Any questions related to this application may be directed to:

Angie Gray
Purchasing Office
31 Wakefield Street
Rochester, NH 03867
Phone: 603-335-7602
Email: angie.gray@rochesternh.net

Application process and instructions

The TriCities Mayors are requesting proposals from eligible entities to lead pre-planning and operation of the Willand Road Warming Center for the contract period **November 14, 2022 – March 31, 2023**. The Scope of Services for this RFP includes (but may not be limited to) the Essential Duties and Responsibilities listed in Exhibit A of this RFP.

Contracts may include the option to renew at the end of the term contingent on performance and deliverable review. Applicants must submit a Project Application (Exhibit B) that includes a narrative that describes capacity to meet eligibility criteria identified in Part 1, operational elements identified in Part 2, and a budget.

Part 1 – Eligibility Criteria

- Eligible entities include registered nonprofit organizations (including faith based), private for-profit entities, behavioral health providers, government entities, and/or federally recognized Indian tribes.
- Applicant entities must be in good standing with all grantors/funders and required authorities. A NH Certificate of Good Standing must be provided if applicable.
- Demonstrated capacity to operate the program on a primarily cost-reimbursement basis.
- Fiscal management system compliant with government accounting systems.
- Ability to comply with the insurance requirements of the contract.

Part 2 - Scoring Criteria

All proposals will be evaluated based on the following criteria:

- Organizational experience working with vulnerable populations with emphasis on unsheltered or co-occurring SUD populations. (0-20 points)
- Stability/flexibility/redundancy of staffing plan for Warming Center needs (0-20 points)
- Comprehensiveness of budget projections (0-20 points)
- Experience coordinating with local medical, behavioral health, and social service providers. (0-20 points)
 - Includes knowledge of HMIS (Homeless Management Information System) and Coordinated Entry systems.
- Community outreach and engagement experience including volunteer training (0-10 points)
- Experience/Capacity to assess individual needs and prioritize referrals for services (0-10 points)

Part 3: Proposal Components

The following are the required documents for all RFP submissions. A submission without all 3 components will be considered incomplete.

- A completed Application using the guidance provided in Exhibit B.
- A proposed project Budget with expenses clearly categorized per the template included in Exhibit B.
- Signed affidavit (Exhibit D) reflecting acceptance of Exhibit A: Scope of Services and conditions in Exhibit C: Assumptions & Assurances.

EXHIBIT A

Scope of Services

GENERAL DESCRIPTION

The selected Vendor/ Contractor will operate a low-barrier overnight emergency response effort to protect life-safety in extreme winter weather at the Willand Road Warming Center in Somersworth, NH. The selected vendor will practice harm reduction best practices, enforce warming center rules and regulations in a professional and hospitable manner, and ensure a safe and respectful environment across all elements within the scope of this contract.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Preparation/Planning for Willand Road Warming Center.

- Identify at least one organizational representative as the designated Shelter Coordinator to participate in regular planning meetings with the TriCities representatives upon contract execution. Please see [Exhibit C](#) for minimum expectations for the Shelter Coordinator role.
- Hold at least three community volunteer training events prior to November 14, 2022. Volunteer Training must include (but is not limited to): Supportive Sheltering for Vulnerable Populations, De-Escalation Skills, Narcan Administration & Covid-19 Safety. Technical Assistance is available to support community volunteer training.

2. Operation of Willand Road Warming Center

- Operate the Willand Road Warming Center overnight during extreme winter weather from 4pm-10am, with 4p-5p and 9a-10a for administrative/training/set-up time and 5p-9a for services to guests with 24-hour notice (whenever possible).
- Provide Warming Center staffing on the following schedule with a minimum of 75% of time fully staffed (i.e., at least 13.5 hours of every 18-hour shift must be fully staffed per the guidance below)
 - 4pm-5pm: 2 staff for set-up [minimum of 1 paid staff member]
 - 5pm-9pm: 4 staff [minimum of 2 paid staff members]
 - 9pm-7am: 3 staff [minimum of 1 paid staff member]
 - 7am-9am: 4 staff [minimum of 2 paid staff members]
 - 9am-10am: 2 staff for cleaning and resupply [minimum of 1 paid staff member]

**Unpredictable extreme weather may require extended hours of operation as determined by the TriCities EMD's. Some capacity for staffing flexibility is expected.*

- Greet and sign each guest in to the facility using person-first language that reflects knowledge of people skills that are appropriate for individual styles, personalities, cultures, the nature of the work, and the environment in which the work is being done.

- Collect de-identified demographic information daily from each guest to include *usual community of residence* and *morning destination*.
- Assess/survey each guest for acute and ongoing health, behavioral health, or social service concerns or needs.
- Provide guests with appropriate recommendations/referrals (and convey referral information to appropriate agency as indicated) during business hours in response to guest-identified needs.
- Complete hourly indoor/outdoor facility rounds to assess for safety and cleanliness.
- Provide or facilitate the provision of evening and morning food/nutrition services.
- Maintain a stock of appropriate snacks and beverages for any-time guest consumption.
- Manage all communication and logistics related to community donations.
- Provide conflict resolution using de-escalation and crisis intervention techniques. Use appropriate problem-solving behavior to settle conflicts, including de-escalation and crisis intervention.
- Provide written updates to include guest and staff census and an operations summary to the TriCities Mayors team upon Warming Center closure each day.
- Provide a licensed and insured driver to transport Warming Center guests to and from (at a minimum) a Rochester site and/or the Dover Transportation Center each evening and morning in a vehicle provided by the City of Dover to reduce transportation barriers to warming center access.
- Complaints pertaining to the operations of the WC from clients and any other stakeholders will be directed to the Dover EMD for review and resolution by the TriCity EMD's.
- The Vendor/ Contractor will designate/ identify a single point of contact/ responsible party to address fire and life safety code compliance, City of Somersworth ordinance compliance, and related inspections.
- The successful respondent selected as the vendor to operate the WC will be requested to submit additional operational policies & procedures which will be reviewed for approval and implementation by the TriCities EMD's.
- Document any/ all unacceptable behaviors or actions of clients served and the sanctions applied. Said documentation to be provided to the Tri-Cities EMD's after each Operational Period.

3. Demobilization of Willand Road Warming Center

- After Each Operational Period: Clean the facility. Organize any non-perishables. Distribute any perishables, prioritizing needs of vulnerable populations. Provide a summary operational report to the TriCities Mayors Team.
- Upon selection of a successful bidder (Vendor/ Contractor) the parties will mutually develop a Closure Plan to be followed at the end of the season (March 31, 2023) stipulating end-of-year cleaning, inventorying of equipment & supplies and packing for long term storage.
- Within 30 days of the March 31, 2023, closure of the facility, the Vendor/ Contractor shall submit an After Action Report/ Operational Summary Report. Upon selection of a successful bidder (Vendor/ Contractor), the parties will discuss the format & content of said After Action Report/ Operational Summary Report.

4. Insurances

a. Successful bidder (Vendor/ Contractor) shall secure and maintain for the duration of the resulting Agreement a General Liability Insurance policy or policies at no cost to the Tri-Cities Municipalities. The coverage of said insurance policy shall be in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. An insurance certificate shall be supplied to the Tri-Cities Municipalities within 10 days of entering into the Agreement, as well as proof of an endorsement or policy additional insured provisions confirming the Tri-Cities Municipalities' additional insured status. The Tri-Cities Municipalities shall be named as an additional insured on said general liability insurance policy, which coverage shall apply on a primary and noncontributory basis, and, subject to the dollar amounts specified above, cover the Tri-Cities Municipalities with the same scope of coverage provided to Vendor/ Contractor under the general liability policy without subjecting the Tri-Cities Municipalities to any different or additional terms, conditions, limitations or exclusions. A condition of the insurance coverage shall be thirty (30) days' notice to the Tri-Cities Municipalities prior to cancellation of the policy. Vendor/ Contractor shall also provide the Tri-Cities Municipalities certificates of renewal and, if requested, proof of an endorsement or policy additional insured provisions for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy. For purposes of the insurance required by this paragraph, to the extent the Tri-Cities Municipalities and Vendor/ Contractor are insured or covered by the same insurer or risk pool with respect to a claim, then the parties hereby agree that, as between the Tri-Cities Municipalities and Vendor/ Contractor, whichever party is or may be found to be primarily at fault for any asserted claim shall bear the adverse impact (or experience factor) for purposes of future insurance or risk pooling underwriting, risk rating, costs, or premium determinations.

b. Vendor/ Contractor shall secure and maintain for the duration of this Agreement Automobile Liability Insurance covering the operation of all motor vehicles, including those hired and borrowed, used by Vendor/ Contractor in connection with this Agreement at no cost to the Tri-Cities Municipalities. The coverage of said insurance policy shall be in the amount of not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of at least One

Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence. An insurance certificate shall be supplied to the Tri-Cities Municipalities by Vendor/ Contractor. Vendor/ Contractor shall also provide the Tri-Cities Municipalities certificates of renewal for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy. For purposes of the insurance required by this paragraph, to the extent the Tri-Cities Municipalities and Vendor/ Contractor are insured or covered by the same insurer or risk pool with respect to a claim, then the parties hereby agree that, as between the Tri-Cities Municipalities and Vendor/ Contractor, whichever party is or may be found to be primarily at fault for any asserted claim shall bear the adverse impact (or experience factor) for purposes of future insurance or risk pooling underwriting, risk rating, costs, or premium determinations.

c. By signing the resultant Agreement, Vendor/ Contractor agrees, certifies, and warrants that Vendor/ Contractor is in compliance with, or exempt from, the requirements of New Hampshire RSA Chapter 281-A, regarding workers' compensation insurance. The Vendor/ Contractor shall maintain statutory workers' compensation insurance coverage for all of its employees as required by said law.

Indemnification.

Vendor/ Contractor, as a condition of operating the Willand Road Warming Center, shall defend (with counsel acceptable to the Tri-Cities Municipalities), indemnify, and hold harmless the Tri-Cities Municipalities and their public officials, officers, employees, agents, and/or contractors (collectively "Indemnitees") for any injury, bodily injury, property damage, accident, fire, loss, theft or other casualty of any kind whatsoever, including but not limited to injuries or damages caused by or to clients or prospective clients of the Willand Road Warming Center together with any manner of property damage or injury to the Tri-Cities Municipalities, which occurs or is alleged to have occur in relation to and/or arising out of the preparation and/or operation and/ or close down of the Willand Road Warming Center by Vendor/ Contractor and/or Vendor/ Contractor's agents, employees, volunteers, contractors, vendors, and/or consultants. The Indemnitees shall promptly, and no later than thirty (30) days after receiving actual notice of a claim, notify Vendor/ Contractor in writing of said claim. Thereafter, Vendor/ Contractor shall promptly provide a defense to the Indemnitees with counsel reasonably acceptable to the Indemnitees. The Indemnitees shall cooperate with Vendor/ Contractor in defending any claims for which indemnification is sought and make available witnesses, documents and materials as may be reasonably necessary for the defense of the indemnified matter. Vendor/ Contractor's obligations to defend, indemnify, and hold harmless the Indemnitees provided herein shall endure and continue to and until the last to occur of (i) the last date permitted by law for the bringing of any claim or action with respect to which indemnification may be claimed or (ii) the date on which all claims or actions for which indemnification may be claimed are fully and finally resolved and, if applicable, with respect to each such claim and action, any compromise thereof or judgment or award thereon is paid in full by Vendor/ Contractor, and the Indemnitees are reimbursed for any amounts paid and compromised thereof or upon a judgment or award thereon and in defense of such action or claim.

EXHIBIT C

Assumptions & Assurances

The TriCities Mayors provide the following Assumptions for respondent consideration related to

1. Low-Barrier Access
2. Covid-19 Precautions
3. Shelter Coordinator Role Expectations

1. ACCESS to the Willand Warming Center shelter will NOT be denied due to:

- housing status
- community of residence
- sobriety status **
- mental/physical health or disability status **
- family status
- race/ethnicity
- justice involvement status/history
- gender identification/sexual orientation
- immigration/documentation status
- age
- religious affiliation

* Every person served by the Willand Road Warming Center must be mobile, able to self-care and can be safely released into unsheltered conditions upon demobilization or they are to be transported to appropriate medical facilities.

** The selected vendor/ contractor is expected to demonstrate and document every effort made to provide support and de-escalation strategies to facilitate a safe environment for all staff and guests in response to any incidents or events that result in sanctions or alteration of operations. All such incidents or events will be reviewed by the TriCities Mayors Team daily to identify opportunities to provide additional training, resources, or support to the selected vendor.

2. COVID-19 Precautions/Preparations

Guests and staff at the Willand Warming Center must *always* have access to soap & running water for handwashing and hand sanitizer for hand hygiene.

During periods of increased Community Transmission, the TriCity EMDs will provide ongoing guidance regarding any adjustment to operational practice to reduce the risk of Covid-19 (or other transmissible disease).

3. Shelter Coordinator Role & Responsibilities

- Serves as Shelter Coordinator to open/staff/manage/demobilize Willand Warming Center upon municipal Emergency Management Director request.
- Conducts/Facilitates Initial & Ongoing Volunteer Training for Willand Warming Center volunteers
- Reviews Volunteer Applications, Vets, Orients, Trains & Maintains Volunteer Roster for Willand Road Warming Center.
- Schedules and manages Volunteer & Paid per diem staff for Willand Road Warming Center.
- Manages and coordinates requests/donations for supplies, food (snacks/meals), and other community contributions
- Coordinates referrals and collaborates with other community partners, including attendance at Community Care Team meetings when possible

- Develops & maintains event, volunteer, and participant forms and records to a standard identified by the TriCities team and consistent with good administrative oversight and care coordination practices.

EXHIBIT D

Affidavit Accepting Scope of Services, Assumptions & Assurances

In submitting this proposal, the submitting entity affirms and acknowledges the following:

- Acceptance of the scope of services identified in Exhibit A of the published RFP, including Essential Duties and Responsibilities.
- Acceptance of the Assumptions and Assurances identified in Exhibit C.
- Acknowledgment that this proposal and any information submitted in support of it may be made public in part or in the entirety.
- Any funding award associated with this proposal does not guarantee support or funding in future fiscal years.

Signature

Date

Printed Name

INSTRUCTION TO BIDDERS

I. Preparation of Bid Proposal

- A. 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, for each pay item for which a quantity is given and shall also show the products of the respective unit prices and quantities written in figures in the column provided for that purpose and the total amount of the proposal obtained by adding the amount of several items. All words and figures shall be in ink or typed.
- B. 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.
- C. 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/her 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.

II. Irregular Proposals

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

- A. 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.
- B. If there are unauthorized additions, conditional or alternated bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- C. 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.
- D. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized altered 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.

III. 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.

IV. 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.

V. 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:

- A. Evidence of collusion among bidders.
- B. Failure to supply complete information as requested by the bid specifications.

AWARD AND EXECUTION OF CONTRACT

I. Consideration of Proposals

- A. 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.
- B. 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/her bid has been accepted and that he/she has been awarded the contract.

II. 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:

- A. The bidder's ability, capacity, and skill to perform within the specified time limits
- B. The bidder's experience, reputation, efficiency, judgment, and integrity
- C. The quality, availability and adaptability of the supplies and materials sold
- D. Bidder's last performance
- E. Sufficiency of bidder's financial resources to fulfill the contract
- F. Bidder's ability to provide future maintenance and/or services
- G. Other applicable factors as the City determines necessary or appropriate (such as compatibility with existing equipment.)

CONDITIONS AT SITE OR BUILDING

Bidders 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/her bid.

LAWS, PERMITS AND REGULATIONS

1. 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/she shall promptly notify the City of Rochester in writing.

PROJECT COMPLETION

The project is to be completed within 30 days from the date of acceptance of bid.

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

- a. 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.
- b. 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/her, as he is responsible for the acts and omissions of persons directly employed by him/her.

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/she shall, at all times, safely guard and protect his/her 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.

STANDARDS

1. 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.

EXTRAS

Except as otherwise herein provided, no charge for any extra work or material will be allowed.

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. 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.
3. 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 section 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 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 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 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.