INVITATION TO BID

The City of Rochester, New Hampshire, is accepting sealed bids for **"Lab Services".** Bids must be submitted in a sealed envelope plainly marked:

"Sealed Bid, Lab Services"

"Bid # 14-43"
City of Rochester
31 Wakefield Street
Rochester, NH 03867
Attn: Purchasing Agent

All bids must be received no later than **"June 19. 2014"** at **1:15 PM.** Actual bid opening will begin at **1:30 PM**.. No late bids, faxed, emailed or telephone bids will be accepted. Bid proposals and specifications may be obtained by visiting www.rochesternh.net, or emailing 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.

EXHIBIT A

SCOPE OF SERVICES FOR WWTF, COLLECTION SYSTEM, NPDES PERMIT, IPP AND GROUNDWATER SAMPLING PROGRAM

1. The Contractor shall be a NELAC accredited laboratory and at the request of the City shall perform sampling and analytical services as necessary to identify and quantify toxic substances, hazardous constituents, or hazardous characteristics of air samples, soil samples, hazardous waste samples, sludge samples, leachate samples, and aqueous samples from the Wastewater Treatment Plant, Collection System, NPDES Permit, Industrial Pretreatment Program, and Groundwater Sampling Program as specified in the City's bid proposal. Said bid proposal is incorporated herein by reference and is attached as Tables 1 through 6.

2. The Contractor shall perform all sampling and analyses requested by the City. If the Contractor's laboratory sample capacity precludes the contractor from sampling and analyzing the requested samples within hold times, the Contractor may subcontract the sampling and/or analysis to another NELAC accredited laboratory at no additional cost to the City.

3. The Contractor shall provide all materials for sampling and analysis; such as sample containers, filters, bottles, vials, wipe samples, tubing or air sampling media for collecting the samples. The containers shall be clean and conform to the US Environmental Protection Agency (EPA) quality control requirements and procedures.

4. The Contractor shall provide occasional consultation on collection methods and interpretation of reports at no additional cost to the City. This consultation shall include occasional testimony at litigation proceedings.

5. The Contractor shall follow and maintain all EPA protocol and NELAC chain-of-custody procedures. Chain-of-custody must be submitted with each lab report.

6. The Contractor shall provide sample collection and transportation of all required samples. Samples shall be collected by the Contractor per permit / program requirement. For samples determined to be priority samples by the City, the Contractor shall conduct pick-ups no later than twenty-four (24) hours after request by the City. Express mail carrier service for sample pick up may be used; however, the Contractor must provide all shipping containers and assume responsibility for all mailing costs. Sample transport shall be in iced containers and follow all EPA protocols for sample transport and chain of custody.

7. The Contractor shall provide the City with a complete written report of its analyses as required under the scope of work to be performed. Analytical reports shall be formatted in accordance with NELAC standards. Written analytical reports shall be prepared by the Contractor and returned or mailed to the City within 3 working days after completion of analysis of samples, but not to exceed a two (2) calendar week turn-around time. Five- (5) day turn-around time is required for all NPDES testing parameters. Turn-around time shall be five (5) days from date sample is received at laboratory to the date analytical report is sent, with a copy of the report to be faxed or e-mailed to the City immediately.

8. The Contractor shall perform emergency or priority analyses on certain samples, as determined by the City; verbal reports shall be required in less than 3 working days of receipt of such samples.

9. The Contractor shall retain samples for a period of thirty (30) days following the date of submission of report. The Contractor shall be responsible for the disposal of samples at no additional cost to the City. Such disposal shall be conducted in accordance with all applicable federal and state regulations adopted pursuant to the federal Resource Conservation and Recovery Act and NH RSA 147-A.

10. The Contractor shall perform all Quality Assurance/Quality Control (QA/QC) measures as per the requested method and per the New Hampshire Laboratory Accreditation Program and NELAC. Full documentation of QA/QC is not required with the final data package unless specified by the City in advance of sample submission. QA/QC documentation shall be provided at no additional cost to the City.

11. The Contractor shall make available Quality Assurance/Quality Control data at the request of the City. This information must be retrievable from the Contractor's Laboratory Information Management System for a period not less than 5 years and be available for inspection at any time by the City. The contractor shall be subject to any State or City Quality Assurance/Quality Control audits and inspections by the State or City.

12. All samples will be analyzed to the lowest possible detection limits.

13. Preference will be made to New Hampshire based companies using skilled local workers. When possible companies that are within forty five (45) miles of the treatment facilities will be used for direct drop-off of both routine and emergency samples.

14. SAMPLING TYPE & FREQUENCY – examples:
    a) Quarterly sampling & analysis at WWTF and six (6) local industries.
    b) Groundwater sampling & analysis at four (4) wells at the WWTF.
    c) Local Limits Plan sampling & analysis as required by the State of NH and EPA.
    d) River sampling & analysis (site specific) as required.
    e) Ammonia testing: Influent TKN and effluent ammonia as N.
    f) Wastewater Treatment Facility NPDES Permit Parameters.
    g) Sludge testing as required.
    h) Additional sampling & analysis as required.
    i) Provide preprinted chains-of-custody

15. Contractor will be required to set up a sampling & analysis schedule for all events and parameters to ensure that the City will stay in compliance with the NPDES Permit, Industrial Pretreatment Program, and Groundwater Permit.

16. Contractor will be held responsible for any violations or fines assessed by regulatory agencies, public or private companies due to late laboratory analysis submittal; incorrect or inaccurate laboratory data, methods, or holding times or falsification of records, etc.

17. Quarterly samples for Industrial Pretreatment Program must have a minimum of two (2) weeks difference between the city sampling event and the Industry's sampling event. Industrial Pretreatment Program quarterly sampling, Influent and Effluent quarterly sampling events must be performed during the first two (2) weeks of January, April, July and October. Groundwater sampling events must be performed during the first week in April and November.

18 Contractor must perform EPA DMR Performance Evaluation at own expense and submit results to the City and required agencies.

19. The City may require additional analyses for constituents or methods not listed in Tables 1 through 6. Additional analyses and their costs shall receive prior approval by the City.

20. If, through any cause, the Contractor fails to fulfill in a timely manner, or in an adequate manner, as determined by the City the obligations under this contract, the City reserves the right to terminate this contract upon thirty (30) days written notice to the contractor.

21. Not withstanding anything to the contrary contained in this contract, it is understood and agreed by the Contractor and the City that the payment of all compensation specified in this contract and the performance of the City of all its obligations hereunder are contingent upon the availability of funds to the City for the termination of funds, the City shall have a right to terminate this agreement, in whole or in part, immediately.

SCOPE OF SAMPLING AND ANALYSIS
WORK TO BE PERFORMED BY THE CONTRACTOR:

The Contractor shall be capable of performing sampling and analyses set forth in the following documents and if any current methods are revised or new methods are approved during this contract.

1. Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, EPA SW-846, Third Edition.
2. Methods for Organic Chemical Analysis of Water and Wastes, EPA-40 CFR, Part 136, Appendix A.
3 Standard Methods for the Examination of Water and Wastewater, Current Approved Edition
4. Methods for Chemical Analysis of Water and Wastes, EPA-600/4-79-020, revised March 1983.
5. Methods for Organic Chemical Analysis of Municipal and Industrial Wastewater, EPA-600/4-82-057 July, 1982.
6. ASTM Standards, Current Edition.
7. National Environmental Laboratory Accreditation Conference Constitution, Bylaws, and Standards, EPA600/R-99/068, Approved July 1999.
8. City of Rochester, Wastewater Treatment Facility, National Pollutant Discharge Elimination System (NPDES) #NH0100668 Permit Parameters
9. City of Rochester Industrial Pretreatment Program
10. City of Rochester, State of NH Groundwater Permit, Wastewater Treatment Facility Permit #GWP-198405011-R-005.
11. New Hampshire Code of Administrative Rules, Sludge Management Env-Ws 800
12. Federal Register, Vol. 55, No. 61, June 29, 1990 VOC Analysis, TCLP
13. US EPA Method 1669: Sampling Ambient Water Quality for Trace Metals at EPA Water Quality Criteria Levels, EPA 821-R-95-034, April 1995.

BID FORM / CONTRACT

1of 3 pages to be included with Quotation Summary and Tables 1-6

LABORATORY SAMPLING AND ANALYTICAL SERVICES

SERVICES TO BE PERFORMED

The City of Rochester, New Hampshire Department of Public Works (Department) will enter into an agreement to have a contractor perform analytical services as necessary to identify and quantify toxic substances, hazardous constituents, or hazardous waste samples, sludge samples, leachate samples, and aqueous samples from the Wastewater Treatment Plant, Collection System, NPDES Permit, Industrial Pretreatment Program, and Groundwater Sampling Program as specified in the City's bid proposal. Samples shall be analyzed for metals, polynuclear aromatic hydrocarbons, pesticides/herbicides, polychlorinated biphenyls, volatile organic compounds, hazardous wastes characteristics, inorganic constituents, semi-volatile organics, or for any combination of the preceding as specified by the Department. Analysis shall be by US Environmental Protection Agency (EPA) methods, or other methods as specified/authorized by the State of NH or City of Rochester.

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 contract Contractor/Vendor shall be based in part on possession of the necessary experience, organization, technical and professional qualifications, skills and facilities, reference checks, project understanding, experience with similar projects successfully completed on time and within budget, approach, ability to comply with proposed or required time to complete 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. The right is reserved to reject any and all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the City, the best interest of the City will be promoted thereby.

Questions concerning services to be provided or the bid process should be directed to the Purchasing Agent (603) 335-7602.

TERMS OF CONTRACT: The contract must be approved by the Finance Director and shall become effective on July 1, 2014 and expire on July 1, 2017. This is a three (3) year bid, renewable each year. The bid shall remain in effect for one (1) year, and may be renewed for two additional years based upon the following: 1) Satisfactory performance of the selected contractor as determined by the Finance Director and the Purchasing Agent for the City of Rochester; and 2) mutual agreement between both the City of Rochester and the vendor selected. The contractor agrees that for extra work, if any, performed in accordance with the terms and provisions of the contract documents, they will accept compensation as stipulated herein.

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.

PAYMENT AND INVOICING

The contract price per sampling & analysis event/parameter and financial arrangements for the aforementioned services shall be as follows:

BID FORM / CONTRACT

2of 3 pages to be included with Quotation Summary and Tables 1-6

1. The CITY agrees to pay the Contractor up to the price per sampling & analysis as specified in Tables 1 through 6.
1. Additional charges for mileage, labor, postal costs, sample re-runs, sample disposal costs, etc. are not permitted. All costs must be included in the price per analysis.
2. The Contractor agrees that for extra work, if performed in accordance with the terms and provisions of the contract documents, they will accept compensation as stipulated herein.
3. All invoices must be submitted showing unit prices. Payment will be made no later than 30 days after completion of services or after an invoice has been received at the Department's business office, whichever is later. Invoices shall be mailed to Accounts Payable, 31 Wakefield St, Rochester, NH 03867, who will then forward them to the appropriate office.

The total amount of all payments made to the Contractor by the City shall not exceed the amount set forth in this contract unless the City in accordance with Director of Public Works approves said increases.

BIDDER QUALIFICATION REQUIREMENTS

1. Bidder must be in good standing and currently listed on the New Hampshire list of municipal and private laboratories accredited for the analysis of drinking water and wastewater.
2. Bidder must submit an effective Laboratory Quality Assurance Program at the time of bidding including: a Laboratory Quality Systems Manual, a copy of all standard operating procedures (SOPs) with revision dates and method references for all procedures listed in Exhibit A and in Tables 1-6. A copy of all related technical and non-technical laboratory SOPs with revision dates, which will be used to support the performance of the analytical specification including sample chain of custody, sample receipt, glassware washing, data management, data verification, completeness check, etc must be included.
3. Bidder must submit a statement of qualifications relevant to the analytical specification that includes; equipment inventory, facility description, resumes of key personnel, analytical capacity, experience references, PE programs, certifications and deliverables, and current Method Detection Limit (MDL) studies.
4. Bidder must submit an example of what is included in a standard deliverables package, and a listing of standard turn around times and communications measures taken when a QC or hold time problem is encountered.
5. Bidders must be qualified to provide analytical services necessary to identify hazardous waste under the State of New Hampshire's Hazardous Waste Rules Env-Wm 400 and Sludge Management Rules Env-Wq 800. Bidders must be able to satisfactorily demonstrate to the Department their capabilities to perform all of the services required herein and to perform said services in accordance with the Department's time and quality requirements as set forth in this bid form. Bidders shall also be able to demonstrate their capability to perform said services in accordance with the provisions of the attached standard contract.
6. The Contractor shall also provide a Certificate of Good Standing or a Certificate of Authority issued by the Secretary of State for the State of New Hampshire.

BID FORM / CONTRACT

3of 3 pages to be included with Quotation Summary and Tables 1-6

OFFER: The undersigned hereby offers to perform services for the City of Rochester, NH as specified at the prices quoted in attached tables, 1 through 6 and as complete in accordance with the provisions set forth in this bid document and the preceding Attachment A

Return one copy of the bidder qualification requirements materials together with two sealed copies of this 3 page BID FORM / CONTRACT with Quotation Summary and TABLES 1 THROUGH 6 attached. They must be in a sealed envelope addressed as specified in the invitation to bid.

Business Name:_____Representative:_____
(printed name)

Authorized Signature: _____Date:_____

Address: _____

Telephone # _____Fax#_____

ACCEPTED: CITY OF ROCHESTER, NEW HAMPSHIRE

_____Date_____
Dan Fitzpatrick, City Manager

QUOTATION SUMMARY

Description	Events/yr	FY 2014/2015 Cost/event	FY 2015/2016 Cost/event	FY 2016/2017 Cost/event	Total Cost: Sum of 3 yrs
Table 1: WWTF Lagoon Semi-Annual-April & Nov Per Well/Analytical Cost 2 Per Well/Sampling Cost 2	2/Analytical	$	$	$	$
	2/Sampling	$	$	$	$
Table 2: NPDES Treatment Plant Inf/Eff Quarterly-Jan, April, July,Oct Quarterly/Analytical Cost 4 Quarterly/Sampling Cost 4	8/Analytical	$	$	$	$
	8/Sampling	$	$	$	$
Table 3: Total Ammonia as NH3 - NPDES Three (3) times per week Per Sample/Analytical Cost 156	156/Analytical				
	NA/Sampling	$	$	$	$
Table 4A: Lydall-Rochester Quarterly-Jan, Apr, July, Oct Quarterly/Analytical Cost 4 Quarterly/Sampling Cost 4	4/Analytical	$	$	$	$
	4/Sampling	$	$	$	$
Table 4B: Thompson Investment Casting Quarterly-Jan, Apr, July, Oct Quarterly/Analytical Cost 4 Quarterly/Sampling Cost 4	4/Analytical	$	$	$	$
	4/Sampling	$	$	$	$
Table 4C: Turnkey Quarterly-Jan, Apr, July, Oct Quarterly/Analytical Cost 4 Quarterly/Sampling Cost 4	4/Analytical	$	$	$	$
	4/Sampling	$	$	$	$
Table 4D: Bacon Felt Company Quarterly-Jan, Apr, July, Oct Quarterly/Analytical Cost 4 Quarterly/Sampling Cost 4	4/Analytical	$	$	$	$
	4/Sampling	$	$	$	$

QUOTATION SUMMARY

Description	Events/yr	FY 2014/2015 Cost	FY 2015/2016 Cost	FY 2016/2017 Cost	Total Cost Sum of 3 yrs
Table 4E: Frisbie Memorial Hospital Semi-Annual-April & Nov Per Well/Analytical Cost 4 Per Well/Sampling cost 4	4/Analytical	$	$	$	$
	4/Sampling	$	$	$	$
Table 4F: Albany Engineered Composites – Building 1 Quarterly-Jan, April, July, Oct Quarterly/Analytical Cost 4 Quarterly/Sampling Cost 4	8/Analytical	$	$	$	$
	8/Sampling	$	$	$	$
Table 4G: Albany Engineered Composites – Plant 1 Quarterly-Jan, April, July, Oct Quarterly/Analytical Cost 4 Quarterly/Sampling Cost 4	8/Analytical				
	8/Sampling	$	$	$	$
Table 5: TCLP-Influent & Vortex Grit Quarterly-Jan, Apr, July, Oct Quarterly/Analytical Cost 1 Quarterly/Sampling Cost 1	1/Analytical	$	$	$	$
	1/Sampling	$	$	$	$
Table 6: Sludge As Required Per/Event/Analytical Cost (as required) Per Event/Sampling Cost (as required)	1/Analytical	$	$	$	$
	1/Sampling	$	$	$	$

Table 1

WWTP LAGOON GROUNDWATER SAMPLING/ANALYSIS

The following sampling and analytical services are required. A quotation must be provided for each analysis listed. Price shall be quoted for sample collection, filed measurement and analysis of the City of Rochester Wastewater Treatment Facility's four (4) Groundwater Monitoring wells on a semi-annual basis, during the first week of April and November. If a subcontractor will be used for these analyses, this must be indicated with the final cost quoted.

Project: Lagoon Groundwater Monitoring Wells, Permit # GWP-198495011-R-005

Sampling/Analysis Costs Fiscal Year July 1-June 30

TABLE 1

Parameter	Detection	Units	Method/Reference	FY 2014/2015 Analytical Price/Well	FY 2015/2016 Analytical Price/Well	FY 2016/2017 Analytical Price/Well
pH (field)	0.05	su	150.1 EPA 600/4/79/020	$	$	$
Cadmium, Dissolved	0.001	mg/L	200.8 EPA	$	$	$
Chromium, Dissolved	0.001	mg/L	200.8 EPA	$	$	$
Lead, Dissolved	0.003	mg/L	200.8 EPA	$	$	$
Silver, Dissolved	0.001	mg/L	200.8 EPA	$	$	$
Total Kjeldhal Nitrogen	0.1	mg/L as N	SM 4500-Norg C	$	$	$
Chloride	5	mg/L	300 EPA	$	$	$
Nitrate	0.05	mg/L as N	SM 4500-NO3 F	$	$	$
Conductance @ 25 C	0.1	umhos/cm	120.1 EPA 600/4/79/020	$	$	$
Temperature (field)	1	C	SM 20th Ed. 2550 B	$	$	$
Arsenic, Dissolved	0.003	mg/L	200.8 EPA	$	$	$
Antimony, Dissolved	0.003	mg/L	200.8 EPA	$	$	$
Barium, Dissolved	0.0005	mg/L	200.8 EPA	$	$	$
Beryllium, Dissolved	0.0005	mg/L	200.8 EPA	$	$	$
Mercury, Dissolved	0.01	ug/l	245.7 EPA	$	$	$

Table 1 (continued)

Parameter	Detection	Units	Method/Reference	FY 2014/2015 Analytical Price/Well	FY 2015/2016 Analytical Price/Well	FY 2016/2017 Analytical Price/Well
Nickel, Dissolved	0.001	mg/L	200.8 EPA	$	$	$
Thallium, Dissolved	0.008	mg/L	200.8 EPA	$	$	$
Selenium, Dissolved	0.005	mg/L	200.8 EPA	$	$	$
Nitrite	0.05	mg/L as N	SM 4500-NO3 F	$	$	$
VOC's Petroleum & Hazardous Waste Remediation Full List of Analytes	2	ug/L	EPA SW 846, 3rd Edition Method 8260	$	$	$
Biochemical Oxygen Demand (BOD5)	5	mg/L	SM 5210 B	$	$	$
E.coli Bacteria		CFU/100mL	1603 EPA, SM9213 D	$	$	$
Static Water Level Elevation (ft)				$	$	$
Sampling Services/Per Well				$	$	$
Total per Well Cost Sampling/Analytical Cost:				$	$	$

Authorized Signature_____

Date

Table 2

QUARTERLY & WEEKLY SAMPLING

The following sampling and analytical services are required. A quotation must be provided for each analysis listed. Price shall be quoted for sample collection & field measurement & analysis of the City of Rochester Wastewater Treatment Facility's influent and effluent, and seven (7) industrial outfalls on a quarterly basis, and weekly effluent ammonia.

In the event that an industry violates its permit limit, a resample/retest must be performed within thirty (30) days for those parameters only. If a subcontractor will be used for these analyses, it must be indicated for each analyte with the final cost quoted.

Project: Quarterly Influent & Effluent-Sampling/Analytical Costs

Grab Samples

Fiscal Year July 1-June 30

FY 2014/2015 FY 2015/2016 FY 2016/2017

Parameter	Detection	Units	Method/Reference	Analytical Price/Event	Analytical Price/Event	Analytical Price/Event
Oil and Grease, Total Recoverable	5	mg/L	EPA Method 1664	$	$	$
Cyanide, Total	0.005	mg/L	SM4500-CN C	$	$	$
Hexavalent Chromium	0.005	mg/L	SM 3500-Cr D	$	$	$
Total Suspended Solids	5	mg/L	SM 2540D	$	$	$
pH (field)	0.05	su	150.1 EPA 600/4/79/020	$	$	$
Chloride	5	mg/L	300 EPA	$	$	$
Total Phosphorus	0.005	mg/L	SM 4500-P E	$	$	$
Cadmium, Total	0.001	mg/L	200.8 EPA	$	$	$
Copper, Total	0.002	mg/L	200.8 EPA	$	$	$
Lead, Total	0.002	mg/L	200.8 EPA	$	$	$
Silver, Total	0.002	mg/L	200.8 EPA	$	$	$
Zinc, Total	0.002	mg/L	200.8 EPA	$	$	$
Biochemical Oxygen Demand	5	mg/L	SM 5210 B	$	$	$
Carbonaceous Biochemical Oxygen Demand	5	mg/L	SM 5210 B	$	$	$
Total Kjeldahl Nitrogen	0.1	mg/L as N	SM 4500-Norg C	$	$	$
Temperature (field)	1	C	SM 20th Ed. 2550 B	$	$	$
Sulfate	0.01	mg/L	EPA 300	$	$	$
Sulfide	0.04	mg/L	SM 4500 S 2 D	$	$	$

Table 2 (continued)

Parameter	Detection	Units	Method/Reference	FY 2014/2015 Analytical Price/Event	FY 2015/2016 Analytical Price/Event	FY 2016/2017 Analytical Price/Event
Total Phenol	0.05	mg/L	420.1 EPA	$	$	$
Ammonia-N	0.1	mg/L as N	SM 4500-NH3 G	$	$	$
Mercury, Total	0.01	ug/L	245.7 EPA	$	$	$
Arsenic, Total	0.005	mg/L	200.8 EPA	$	$	$
Beryllium, Total	0.001	mg/L	200.8 EPA	$	$	$
Boron, Total	0.03	mg/L	200.8 EPA	$	$	$
Calcium, Total	0.03	mg/L	200.8 EPA	$	$	$
Chromium, Total	0.002	mg/L	200.8 EPA	$	$	$
Aluminum, Total	0.05	mg/L	200.8 EPA	$	$	$
Iron, Total	0.005	mg/L	200.8 EPA	$	$	$
Manganese, Total	0.005	mg/L	200.8 EPA	$	$	$
Nickel, Total	0.003	mg/L	200.8 EPA	$	$	$
Selenium, Total	0.005	mg/L	200.8 EPA	$	$	$
Sodium, Total	1	mg/L	200.8 EPA	$	$	$
Copper, Dissolved	0.002	mg/L	200.8 EPA	$	$	$
Lead, Dissolved	0.005	mg/L	200.8 EPA	$	$	$
Zinc, Dissolved	0.002	mg/L	200.8 EPA	$	$	$
Nitrate	1	mg/L as N	SM 4500-NO3 F	$	$	$
Nitrite	0.05	mg/L as N	SM 4500-NO3 F	$	$	$
Nitrate plus nitrite-N	0.05	mg/L as N	SM 4500-NO3 F	$	$	$
Total Nitrogen (calculation)						
Orthophosphate Phosphorus	0.005	mg/L	SM 4500-PE	$	$	$
Dissolved Inorganic Nitrogen				$	$	$
Organic Nitrogen				$	$	$
Chlorophyll a	0.1	ug/L		$	$	$
Volatile Organics	5	ug/L	EPA Method 624	$	$	$
Element Sample Preparation				$	$	$
Sampling Services Quarterly Cost						
Total Quarterly Sampling/Analytical Cost:				$	$	$

Authorized Signature_____

Date

Table 3

Project: Weekly Ammonia (3 samples per week)

Analytical Costs: Fiscal Year July 1-June 30

					FY 2014/2015	FY 2015/2016	FY 2016/2017
Parameter	**Samples per week**	**Detection Limit**	**Units**	**Method/Reference**	**Analytical Price/week**	**Analytical Price/week**	**Analytical Price/week**
Ammonia-N-distilled	3	0.1	mg/L	SM 4500-NH3 G	$	$	$
Annual Total (52 weeks/year):					$	$	$

Authorized Signature_____

Date

Table 4A

Project: Lydall-Rochester, Industrial Site-Sampling/Analytical Costs

Grab & Composite Samples

Fiscal Year July 1- June 30

				FY 2014/2015	FY 2015/2016	FY 2016/2017
Parameter	**Detection**	**Units**	**Method/Reference**	**Analytical Price/Event**	**Analytical Price/Event**	**Analytical Price/Event**
Oil and Grease	5	mg/L	EPA Method 1664	$	$	$
Total Suspended Solids	2.5	mg/L	SM 2540D	$	$	$
pH (field)	0.05	su	150.1 EPA 600/4/79/020	$	$	$
Total Phosphorus	0.05	mg/L	SM 4500-P E	$	$	$
Cadmium, Total	0.001	mg/L	200.8 EPA	$	$	$
Copper, Total	0.002	mg/L	200.8 EPA	$	$	$
Lead, Total	0.005	mg/L	200.8 EPA	$	$	$
Silver, Total	0.002	mg/L	200.8 EPA	$	$	$
Zinc, Total	0.002	mg/L	200.8 EPA	$	$	$
Biochemical Oxygen Demand	5	mg/L	SM 5210 B	$	$	$
Total Kjeldahl Nitrogen	0.2	mg/L as N	SM 4500-Norg C	$	$	$
Temperature (field)	1	C	SM 20th Ed. 2550 B	$	$	$
Semi-volatile Organics	5	ug/L	EPA 625	$	$	$
Volatile Organics	5	ug/L	EPA Method 624	$	$	$
Turbidity	0.05	ntu	SM 2130 B	$	$	$
Sampling Services Quarterly Cost				$	$	$
Total Quarterly Sampling/Analytical Cost:				$	$	$

Table 4B

Project: Thompson Investment Casting, Industrial Site-Sampling/Analytical Costs

Grab & Composite Samples

Fiscal Year July 1- June 30

FY 2014/2015 FY 2015/2016 FY 2016/2017

Parameter	Detection	Units	Method/Reference	Analytical Price/Event	Analytical Price/Event	Analytical Price/Event
Oil and Grease	5	mg/L	EPA Method 1664	$	$	$
Total Cyanide	0.005	mg/L	SM 4500-CN C	$	$	$
pH (field)	0.05	su	150.1 EPA 600/4/79/020	$	$	$
Total Phosphorus	0.005	mg/L	SM 4500-P E	$	$	$
Cadmium, Total	0.001	mg/L	200.8 EPA	$	$	$
Chromium, Total	0.002	mg/L	200.8 EPA	$	$	$
Copper, Total	0.002	mg/L	200.8 EPA	$	$	$
Lead, Total	0.005	mg/L	200.8 EPA	$	$	$
Nickel, Total	0.003	mg/L	200.8 EPA	$	$	$
Silver, Total	0.001	mg/L	200.8 EPA	$	$	$
Zinc, Total	0.002	mg/L	200.8 EPA	$	$	$
Total Kjeldhal Nitrogen	0.1	mg/L as N	SM 4500-Norg C	$	$	$
Temperature (field)	1	C	SM 20th Ed. 2550 B	$	$	$
Volatile Organics	5	ug/L	EPA Method 624	$	$	$
Sampling Services Quarterly Cost				$	$	$
Total Quarterly Sampling/Analytical Cost:				$	$	$

TABLE 4C

Project: Turnkey Recycling & Environmental Enterprises, Industrial Site

Grab & Composite Samples

Sampling/Analytical Costs Fiscal Year July 1- June 30

Parameter	Detection	Units	Method/Reference	Analytical Price/Event FY 2014/2015	Analytical Price/Event FY 2015/2016	Analytical Price/Event FY 2016/2017
Oil and Grease	5	mg/L	EPA Method 1664	$	$	$
pH (field)	0.05	su	150.1 EPA 600/4/79/020	$	$	$
Mercury, Total	0.01	ug/L	245.7 EPA	$	$	$
Arsenic, Total	0.005	mg/L	200.8 EPA	$	$	$
Cadmium, Total	0.001	mg/L	200.8 EPA	$	$	$
Copper, Total	0.002	mg/L	200.8 EPA	$	$	$
Lead, Total	0.005	mg/L	200.8 EPA	$	$	$
Chromium, Total	0.002	mg/L	200.8 EPA	$	$	$
Silver, Total	0.002	mg/L	200.8 EPA	$	$	$
Zinc, Total	0.002	mg/L	200.8 EPA	$	$	$
Nickel, Total	0.003	mg/L	200.8 EPA	$	$	$
Total Cyanide	0.005	mg/L	SM 4500-CN C	$	$	$
Total Phosphorus	0.005	mg/L	SM 4500-P E	$	$	$
Total Kjeldhal Nitrogen	0.1	mg/L as N	SM 4500-Norg C	$	$	$
Biochemical Oxygen Demand	5	mg/L	SM 5210 B	$	$	$
Total Suspended Solids	5	mg/L	SM 2540 D	$	$	$
Temperature (field)	1	C	SM 20th Ed. 2550 B	$	$	$
Nitrate plus nitrite-N	0.05	mg/L as N	SM 4500-NO3 F	$	$	$
UV Absorbance @ 254nm	0.005	Abs/cm	SM 5910 B	$	$	$
% Transmittance (calculation)						
Sampling Services Quarterly Cost				$	$	$
Total Quarterly Sampling/Analytical Cost:				$	$	$

TABLE 4D

Project: Bacon Felt Company, Industrial Site-Sampling/Analytical Costs

Grab Samples

Sampling/Analytical Costs Fiscal Year July 1- June 30

FY 2014/2015 FY 2015/2016 FY 2016/2017

Parameter	Detection	Units	Method/Reference	Analytical Price/Event	Analytical Price/Event	Analytical Price/Event
Oil and Grease	5	mg/L	EPA Method 1664	$	$	$
pH (field)	0.05	su	150.1 EPA 600/4/79/020	$	$	$
Cadmium, Total	0.001	mg/L	200.8 EPA	$	$	$
Copper, Total	0.002	mg/L	200.8 EPA	$	$	$
Lead, Total	0.005	mg/L	200.8 EPA	$	$	$
Silver, Total	0.002	mg/L	200.8 EPA	$	$	$
Zinc, Total	0.002	mg/L	200.8 EPA	$	$	$
Temperature (field)	1	C	SM 20th Ed. 2550 B	$	$	$
Sampling Services Quarterly Cost				$	$	$
Total Quarterly Sampling/Analytical Cost:				$	$	$

TABLE 4E

Project: Frisbie Memorial Hospital, Industrial Site-Sampling/Analytical Costs

Grab Samples

Sampling/Analytical Costs Fiscal Year July 1- June 30

FY 2014/2015 FY 2015/2016 FY 2016/2017

Parameter	Detection	Units	Method/Reference	Analytical Price/Event	Analytical Price/Event	Analytical Price/Event
Oil and Grease	5	mg/L	EPA Method 1664	$	$	$
pH (field)	0.05	su	150.1 EPA 600/4/79/020	$	$	$
Temperature (field)	1	C	SM 20th Ed. 2550 B	$	$	$
Sampling Services Quarterly Cost				$	$	$
Total Quarterly Sampling/Analytical Cost:				$	$	$

TABLE 4F

Project: Albany Engineered Composites, Industrial Site-Sampling/Analytical Costs

112 Airport Drive – Building 1

Grab Samples

Fiscal Year July 1- June 30

FY 2014/2015 FY 2015/2016 FY 2016/2017

Parameter	**Detection**	**Units**	**Method/Reference**	**Analytical Price/Event**	**Analytical Price/Event**	**Analytical Price/Event**
Oil and Grease	5	mg/L	EPA Method 1664	$	$	$
pH (field)	0.05	su	150.1 EPA 600/4/79/020	$	$	$
Total Kjeldhal Nitrogen	0.1	mg/L as N	SM 4500-Norg C	$	$	$
Temperature (field)	1	C	SM 20th Ed. 2550 B	$	$	$
Biochemical Oxygen Demand	5	mg/L	SM 5210 B	$	$	$
Total Suspended Solids	5	mg/L	SM 2540 D	$	$	$
Mercury, Total	0.01	ug/L	245.7 EPA	$	$	$
Arsenic, Total	0.005	mg/L	200.8 EPA	$	$	$
Cadmium, Total	0.001	mg/L	200.8 EPA	$	$	$
Chromium, Total	0.002	mg/L	200.8 EPA	$	$	$
Copper, Total	0.002	mg/L	200.8 EPA	$	$	$
Lead, Total	0.005	mg/L	200.8 EPA	$	$	$
Nickel, Total	0.003	mg/L	200.8 EPA	$	$	$
Silver, Total	0.002	mg/L	200.8 EPA	$	$	$
Zinc, Total	0.002	mg/L	200.8 EPA	$	$	$
Total Cyanide	0.005	mg/L	SM 4500-CN C	$	$	$
Total Phosphorus	0.005	mg/L	SM 4500-P E	$	$	$
Nitrate plus nitrite-N	0.05	mg/L	SM 4500-NO3 F	$	$	$
Sampling Services Quarterly Cost				$	$	$
Total Quarterly Sampling/Analytical Cost:				$	$	$

Table 4G

Project: Albany Engineered Composite, Industrial Site Sampling/Analytical Costs

85 Innovation Drive – Plant 1

Grab Samples

Sampling/Analysis Costs Fiscal Year July 1-June 30

				FY 2014/2015	**FY 2015/2016**	**FY 2016/2017**
Parameter	**Detection**	**Units**	**Method/Reference**	Analytical Price/Event	Analytical Price/Event	Analytical Price/Event
Oil and Grease	5	mg/L	EPA Method 1664	$	$	$
pH (field)	0.05	su	150.1 EPA 600/1/79/020	$	$	$
Total Kjeldhal Nitrogen	0.1	mg/L as N	SM 4500-Norg C	$	$	$
Temperature (field)	1	C	SM 20th Ed. 2550 B	$	$	$
Biochemical Oxygen Demand	5	mg/L	SM 5210 B	$	$	$
Total Suspended Solids	5	mg/L	SM 2540 D	$	$	$
Mercury, Total	0.01	ug/L	245.7 EPA	$	$	$
Arsenic, Total	0.05	mg/L	200.8 EPA	$	$	$
Cadmium, Total	0.001	mg/L	200.8 EPA	$	$	$
Chromium, Total	0.002	mg/L	200.8 EPA	$	$	$
Copper, Total	0.002	mg/L	200.8 EPA	$	$	$
Lead, Total	0.005	mg/L	200.8 EPA	$	$	$
Nickel, Total	0.003	mg/L	200.8 EPA	$	$	$
Silver, Total	0.002	mg/L	200.8 EPA	$	$	$
Zinc, Total	0.002	mg/L	200.8 EPA	$	$	$
Total Cyanide	0.005	mg/L	SM 4500-CN C	$	$	$
Total Phosphorus	0.005	mg/L	SM 4500-P E	$	$	$
Nitrate plus nitrite-N	0.05	mg/L	SM 4500-NO3	$	$	$
Sampling Services Quarterly Cost				$	$	$
Total Quarterly Sampling/Analytical Cost:				$	$	$

Authorized Signature _____

Date

Table 5

ANNUAL TCLP

The following sampling and analytical services are required. A quotation must be provided or each analysis listed. Price shall be quoted for sample collection, field measurement and analysis of the City of Rochester Wastewater Treatment Facility's Influent and Vortex Grit TCLP testing on an annual basis. If a subcontractor will be used for these analyses, this must be indicated with the final cost quoted.

Project: Annual TCLP for Influent & Grit Vortex

Sampling/Analysis Cost Fiscal Year July 1-June 30

				FY 2014/2015	FY 2015/2016	FY 2016/2017
Parameter	**Detection**	**Units**	**Method/Reference**	**Analytical Price/Event**	**Analytical Price/Event**	**Analytical Price/Event**
pH (field)	0.05	su	150.1 EPA 600/4/79/20	$	$	$
Flashpoint	1	F	1010 SW846 3rd Ed.	$	$	$
Free Liquids	0.1	%	SW846-9095A	$	$	$
Reactive Cyanide	0.05	ug/g dry wt	335.2 EPA 600/4/79/020	$	$	$
Reactive Sulfide	0.05	ug/g dry wt	SM 20th Ed. 4500- S F	$	$	$
TCLP Arsenic	0.05	mg/L	SW 846 6010	$	$	$
TCLP Barium	0.1	mg/L	SW 846 6010	$	$	$
TCLP Cadmium	0.01	mg/L	SW 846 6010	$	$	$
TCLP Chromium	0.02	mg/L	SW 846 6010	$	$	$
TCLP Lead	0.05	mg/L	SW 846 6010	$	$	$
TCLP Mercury	0.03	mg/L	SW 846 6010	$	$	$
TCLP Selenium	0.2	mg/L	SW 846 6010	$	$	$
TCLP Silver	0.01	mg/L	SW 846 6010	$	$	$
TCLP 1,2- dichloroethane	0.01	mg/L	SW 846 8260	$	$	$
TCLP 1,1-dichloroethene	0.01	mg/L	SW 846 8260	$	$	$
TCLP 1,4-dichlorobenzene	0.01	mg/L	SW 846 8260	$	$	$
TCLP Benzene	0.01	mg/L	SW 846 8260	$	$	$
TCLP carbon tetrachloride	0.01	mg/L	SW 846 8260	$	$	$

Table 5

Parameter	Detection	Units	Method/Reference	FY 2014/2015 Analytical Price/Event	FY 2015/2016 Analytical Price/Event	FY 2016/2017 Analytical Price/Event
TCLP chlorobenzene	0.01	mg/L	SW 846 8260	$	$	$
TCLP chloroform	0.01	mg/L	SW 846 8260	$	$	$
TCLP methyl ethyl ketone	0.03	mg/L	SW 846 8260	$	$	$
TCLP tetrachloroethene	0.01	mg/L	SW 846 8260	$	$	$
TCLP trichloroethene	0.01	mg/L	SW 846 8260	$	$	$
TCLP vinyl choride	0.01	mg/L	SW 846 8260	$	$	$
TCLP 0-cresol	0.004	mg/L	EPA SW 846 Method 8270C	$	$	$
TCLP m-cresol	0.004	mg/L	EPA SW 846 Method 8270C	$	$	$
TCLP p-cresol	0.004	mg/L	EPA SW 846 Method 8270C	$	$	$
TCLP cresol	0.004	mg/L	EPA SW 846 Method 8270C	$	$	$
TCLP 2,4-dinitrotoluene	0.004	mg/L	EPA SW 846 Method 8270C	$	$	$
TCLP hexachlorobenzene	0.004	mg/L	EPA SW 846 Method 8270C	$	$	$
TCLP hexachloro-1,3-butadiene	0.004	mg/L	EPA SW 846 Method 8270C	$	$	$
TCLP hexachloroethane	0.004	mg/L	EPA SW 846 Method 8270C	$	$	$
TCLP nitrobenzene	0.004	mg/L	EPA SW 846 Method 8270C	$	$	$
TCLP pentachlorophenol	0.004	mg/L	EPA SW 846 Method 8270C	$	$	$
TCLP pyridine	0.015	mg/L	EPA SW 846 Method 8270C	$	$	$
TCLP 2,4,5-trichlorophenol	0.004	mg/L	EPA SW 846 Method 8270C	$	$	$
TCLP 2,4,6-trichlorophenol	0.004	mg/L	EPA SW 846 Method 8270C	$	$	$
TCLP Endrin	0.005	mg/L	SW 846 8081A	$	$	$
TCLP Heptachlor	0.005	mg/L	SW 846 8081A	$	$	$
TCLP Heptachlor epoxide	0.005	mg/L	SW 846 8081A	$	$	$
TCLP Lindane	0.005	mg/L	SW 846 8081A	$	$	$
TCLP Methoxychlor	0.05	mg/L	SW 846 8081A	$	$	$
TCLP Toxaphene	0.005	mg/L	SW 846 8081A	$	$	$
TCLP Chlordane	0.005	mg/L	SW 846 8081A	$	$	$
Annual Sampling/Analytical Cost:				$	$	$

Authorized Signature _____

Date

Table 6

SLUDGE

Section A. Volatile Organic compounds METHOD USED:_____

	FY 2014/2015	FY 2015/20016	FY 2016/2017
ANALYTICAL COST:	$_____	$_____	$_____
SAMPLING COST: :	$_____	$_____	$_____

Compound	Det Limit mg/kg		Compound	Det Limit mg/kg
Dichlorodifluoromethane	1		Chloromethane	0.7
Vinyl chloride	0.4		Bromomethane	0.3
Chloromethane	1		Trichlorofluoromethane	1
Diethyl ether	5		Acetone	5
1,1-Dichloroethene	0.5		Methylene chloride	0.1
Carbon disulfide	0.2		Methyl-tert-butyl ether	2
Trans-1,2-Dichloroethene	1		1,1-Dichloroethane	1
2-Butanone	1		2,2-Dichloropropane	1
Cis-1,2-Dichloroethene	1		Chloroform	0.1
Bromochloromethane	1		Tetrahydrofuran	1
1,1,1-Trichloroethane	1		1,2-Dichloropropene	1
Carbon tetrachloride	1		1,2-Dichloroethane	0.08
Benzene	0.3		Trichloroethene	0.8
1,2-Dichloropropane	0.1		Dichlorobromomethane	0.02
Dibromomethane	1		4-Methyl-2-pentanone	1
Cis-1,3-Dichloropropene	0.5		Toluene	1
Trans-1,3-Dichloropropene	0.5		1,1,2-Trichloroethane	0.1
2-Hexanone	5		1,3-Dichloropropane	1
Tetrachloroethene	1		Dibromochloromethane	0.01
1,2-Dibromoethane	0.09		Chlorobenzene	1
1,1,1,2-Tetrachloroethane	1		Ethylbenzene	1
M&p-Xylene	10		0-Xylene	5
Styrene	1		Bromoform	0.1

Table 6 (continued)

Compound	Det Limit mg/kg		Compound	Det Limit mg/kg
Isopropylbenzene	5		1,1,2,2-Tetrachloroethane	0.02
1,2,3-Trichloropropane	1		n-Propylbenzene	5
Bromobenzene	1		1,3,5-Trimethylbenzene	5
2-Chlorotoluene	1		4-Chlorotoluene	1
Tert-Butylbenzene	4		1,2,4-Trimethylbenzene	5
Sec-Butylbenzene	5		p-Isopropyltoluene	5
1,3-Dichlorobenzene	5		1,4-Dichlorobenzene	5
n-Butylbenzene	5		1,2-Dichlorobenzene	5
1,2-Dibromo-3-chloroprop	0.02		1,2,4-Trichlorobenzene	2
Hexachlorobuadiene	0.2		1,2,4-Trichlorobenzene	2
1,2,3-Trichlorobenzene	2		Naphthalene	5

Section B. Semi-volatile Compounds METHOD USED:_____

	FY 2014/2015	FY 2015/2016	FY 2016/2017
ANALYTICAL COST:	$ _____	$ _____	$ _____
SAMPLING COST:	$_____	$_____	$ _____

Compound	Det Limit mg/kg		Compound	Det Limit mg/kg
1,2-Diphenylhydrazine	1.7		2,4,5-Trichlorophenol	5
2,4,6-Trichlorophenol	1.7		2,4-Dichlorophenol	1.7
2,4-Dimethylphenol	2		2,4-Dinitrophenol	12
2,4-Dinitrotoluene	1.7		2,6-Dinitrotoluene	1.7

Table 6 (continued)

Section C. Pesticides METHOD USED:_____

	FY 2014/2015	FY 2015/2016	FY 2016/2017
ANALYTICAL COST:	$_____	$_____	$_____
SAMPLING COST:	$_____	$_____	$_____

Compound	Det Limit mg/kg		Compound	Det Limit mg/kg
Aldrin	0.09		Gamma-BHC (Lindane)	0.09
Alpha-BHC	0.06		Delta-BHC	0.09
Beta-BHC	0.06		Chlordane	0.08
4,4'-DDT	0.09		4,4'-DDE	0.07
4,4'-DDD	0.07		Alpha-Endosulfan	0.07
Beta-Endosulfan	0.07		Endosulfan sulfate	0.07
Endrin	0.7		Endrin aldehyde	0.07
Heptachlor	.02		Heptachlor epoxide	.07
Toxaphene	0.08			

Section D. PCB's METHOD USED:_____

	FY 2014/2015	FY 2015/2016	FY 2016/2017
ANALYTICAL COST:	$_____	$_____	$_____
SAMPLING COST:	$_____	$_____	$_____

Compound	Det Limit mg/kg		Compound	Det Limit mg/kg
PCB-1242	0.7		PCB-1254	0.7
PCB-1221	0.7		PCB-1232	.07
PCB-1248	.07		PCB-1260	0.7

Table 6 (continued)

Section E. Metals METHOD USED:_____

	FY 2014/2015	FY 2015/2016	FY 2016/2017
ANALYTICAL COST:	$_____	$_____	$_____
SAMPLING COST:	$_____	$_____	$_____

Metals*	Det Limit mg/kg		Metals*	Det Limit mg/kg
Total Arsenic	10		Total Cadmium	1
Total Chromium	10		Total Copper	10
Total Lead	11		Total Mercury	0.05
Total Molybdenum	18		Total Nickel	10
Total Antimony	8		Total Zinc	0.01
Total Silver	4		Total Thallium	10
*Metals price per sample must include required digestion.				
Section F. Additional Analyses				

Section F. Dioxins METHOD USED:_____

	FY 2014/2015	FY 2015/2016	FY 2016/2017
ANALYTICAL COST:	$_____	$_____	$_____
SAMPLING COST:	$_____	$_____	$_____

Compound	Det Limit		Compound	Det Limit mg/kg
2,3,7,8 TCDF	5		Remaining congeners of 2,3,7,8 TCDD	5

Table 6 (continued)

Section G. Total Cyanide METHOD USED:_____

	FY 2014/2015	FY 2015/2016	FY 2016/2017
ANALYTICAL COST:	$_____	$_____	$_____
SAMPLING COST:	$_____	$_____	$_____

Section H. Additional Analyses

ANALYTICAL COSTS

Parameter	Det Limit mg/kg	Method	FY 2014/2015	FY 2015/2016	FY 2016/2017
pH			$	$	$
Percent Solids			$	$	$
Nitrate-nitrite	30		$	$	$
Total Kjedahl Nitrogen	300		$	$	$
Ammonia Nitrogen	30		$	$	$
Total Organic Carbon			$	$	$
Potassium	15		$	$	$
Phosphorus	15		$	$	$
Sampling Service Cost			$	$	$
Total Sampling/Analytical Cost for Full Exhibit A-4 Sludge Analysis:			$	$	$

Authorized Signature _____

Date

ATTACHMENT A - 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 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. <u>Workmen's Compensation Insurance</u>

    Limit of Liability - $100,000.00 per accident

    b. <u>Commercial General Liability</u>

    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 data 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 within 48 hours of the bid opening.