

INVITATION TO BID

The City of Rochester, New Hampshire is accepting sealed bids for a new 4x4 Backhoe Loader” Bids must be submitted to the City at the address below in a sealed envelope plainly marked as follows:

“Sealed Bid, New Backhoe Loader

“Bid # 15-03”

City of Rochester

31 Wakefield Street

Rochester, NH 03867

Attn: Purchasing Agent

All bids must be received no later than **“July 17, 2014”** at **2:15 PM** Actual bid opening will be at Rochester City Hall, 31 Wakefield Street in Rochester NH, at **3:00 PM**. No late bids, faxed, e-mailed or telephone bids will be accepted. Bid proposals and specifications may be obtained by visiting www.rochesternh.net, 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. Bidders are to monitor website for addendums, and postings of all bid questions and answers. All bid proposals must be made on the bid proposal forms supplied, and the bid proposal forms must be fully completed when submitted.

**CITY OF ROCHESTER NH
4 x 4 LOADER BACKHOE SPECS**

OPERATING WEIGHT: Minimum of 20,000 pounds.

ENGINE: Turbo charged, four cylinder 102 horsepower Tier 4i diesel engine with 12-volt electric starter, cold weather starting aid (glow plugs preferred), engine block heater. Engine to be protected with extended life anti-freeze. Unit shall have Auto-Idle feature.

TRANSMISSION:
Torque Converter Drive, full powershift 5-speeds forward, 3-speeds reverse transmission with overspeed protection and Auto Shift feature.

REAR AXLE, DIFFERENTIAL AND BRAKES:
Rear axle and differential shall be heavy duty with outboard planetary final drives, with rear differential lock. Service brakes shall be hydraulic multiple wet disc, four wheel braking preferred. Parking brake shall be manual or hydraulically operated disc.

FRONT WHEEL DRIVE:
Mechanical front wheel drive, with engage on the fly. Switch to be located in cab. Drive shaft guard.

ELECTRICAL:
12 volt electrical system. Alternator shall be a minimum of 150 amp., Dual Batteries shall be a minimum of 880 CCA. Unit must have horn and back-up alarm. Unit must have internal/external 12 volt powerpoints.

LIGHTS: Unit shall have a minimum of 4 front halogen work/headlights and 4 rear/side/work lights, 2 front directional lights, 2 rear stop/tail/directional lights.

TIRES:
Front tires shall be 12.5/80-18 Traction type. Rear tires shall be 19.5L-24 Traction type.

CAB:
Deluxe cab, with dual doors, HVAC, AM/FM Radio, Tilt steering column, Air suspension seat, front/rear wipers/washers, interior rear view mirror.

HYDRAULIC SYSTEM:
Load sensing, axial piston pump, closed center hydraulic pump, 43 gallons per minute minimum. Auxiliary hydraulic function to the front of the machine, with the ability to engage the hydraulics without holding the lever. Controls for e-stick and Tilt Bucket/Thumb shall be located on the joysticks, foot controls will not be accepted. Swapping between the thumb and the tilt bucket shall be done by an electric diverter valve located in the cab.

BACKHOE & EXTENDAHOE:

Unit shall have an extendable outerbox dipper stick. Unit shall have anti-swing cushion valve. Unit shall have Electric over Hydraulic excavator style controls, with in cab backhoe to excavator control changer. Unit shall have reversible stabilizer pads, with auto-up feature. Unit shall have anti-drift system on boom, dipperstick as well as extendahoe. 13,800 pounds of bucket dig force with e-stick extended minimum. 7,100 pounds of dipper stick force with e-stick extended. Unit shall have the correct amount of front counter weight to compensate for the e-stick/swinger.

Unit shall have a wedge lock coupler, with 12" and 24" digging buckets as well as a 48" tilting ditching bucket, with BOE. Unit shall also have a hydraulic thumb that rotates on the main dipperstick pin.

LOADER:

Unit shall have a CAT IT style quick coupler (integrated style preferred, parallel style boom lift preferred). Unit MUST pick up all other CAT IT attachments. 8,100 pound minimum lift capacity. 11,400 pound minimum breakout force. Unit shall have return to dig feature. Loader Bucket shall be a 1.4 cubic yard multi-purpose bucket with bolt on cutting edge.

OTHER FEATURES:

Unit shall have Rear Fenders.

Unit shall have Ride Control

WARRANTY:

Unit shall have a 7 Year/4000 Hour Powertrain and Hydraulics Warranty

BID FORM
BID #15-03
NEW 4X4 BACKHOE /LOADER

Vendor Name: _____

Address: _____

Phone: _____ Fax# _____ E-mail _____

Prices Good: _____

Date Submitted: _____

Contact Person: _____

Authorized Signature: _____

The City of Rochester will purchase 2 Trucks, one white, one dark blue. Please note if the color will change price.

Description	Year	Brand	Amount
4x4 Backhoe/Loader			

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

INSTRUCTION TO BIDDERS

PREPARATION OF BID PROPOSAL

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

STANDARDS

1. Materials specified by reference to the number, symbol or title of a specific standard, such as a Commercial Standard, a Federal Specification, Department's Standard Specifications, a trade association standard or other similar standard. Shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of advertisement, except as limited to type, class or grade or modified in such reference.
2. Reference in the Specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.

In such cases the Contractor may, at his option, use any articles, device, product, material fixture, form or type of construction that, in the judgment of the City expressed in writing to all Bidders before opening of bids as an addendum, is an acceptable substitute to the specified.

3. Substitution During Bid Time: Whenever any particular brand or make of material or apparatus is called for in the Specifications, a Bidder's Proposal must be based upon such material or apparatus, or upon a brand or make which has been specifically approved as a substitution in an Addendum issued to all Bidders during the bidding time.
4. The intent is that the brand or make of material or apparatus that is called for herein establishes a standard of excellence that, in the opinion of the Consultant and Engineer, is necessary for this particular Project.
5. Substitution After Bid Opening: No substitutions will be considered after bids have been opened unless necessary due to strikes, lockouts, bankruptcy or discontinuance of manufacture, etceteras. In such cases, the Contractor shall apply to the City, in writing within ten (10) days of his realizing his inability to furnish the article specified, describing completely the substitution he desires to make.

EXTRAS

Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the Director of Public Works has ordered the same, in writing.

GUARANTEE OF WORK

1. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the Date of Final Acceptance.
2. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
3. In any case, wherein fulfilling the requirements of the Contract or of any guarantee, should the Contractor disturb any work guaranteed under another contract, the Contractor shall restore such disturbed work to a condition satisfactory to the Director of Public Works. And guarantee such restored work to the same extent as it was guaranteed under such other contracts.
4. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the City of Rochester may have the defects corrected and the Contractor shall be liable for all expense incurred.
5. All special guarantees applicable to definite parts of the work that may be stipulated in the Specifications or other papers forming a part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

DEFAULT AND TERMINATION OF CONTRACT

If the Contractor:

1. Fails to begin work under Contract within the time specified in the notice to proceed;
or

2. Fails to perform the work with sufficient workers and equipment, or with sufficient materials to assume prompt completion of said work; or
3. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
4. Discontinues the prosecution of the work; or
5. Fails to resume work, which has been discontinued, within 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 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.