

**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 22-46 Field Instrumentation Maintenance and Calibration Services**
2. **BID Submission Options-Hardcopy, or Electronically:**
  - a) Submit Hardcopy via USPS, FEDEX, or UPS: City of Rochester, NH, Purchasing Agent 31 Wakefield St. Rochester, NH 03867. Reference **Bid 22-46** on package.  
No in-person drop offs.
  - b) Submit Electronically via Email: [RFP22-46@rochesternhnet.onmicrosoft.com](mailto:RFP22-46@rochesternhnet.onmicrosoft.com)  
Include in Email subject line: **Bid 22-46**. An automated email confirmation will be generated to bidder once bid has been received. It is bidder's responsibility to ensure proper email submission of bid, and to monitor for the confirmation email.
3. **Bid Receipt Date & Time:** No later than **June 7, 2022 at 5:00pm.**
4. **Bid Opening Date & Time:** **June 8, 2022 at 2:30pm.** Opening will be conducted virtually via City of Rochester's Government Channel Video on Demand-Live Stream broadcast <https://rochesternh.viebit.com/?folder=ALL>. Select Live Stream top center. Local broadcast will also occur on Atlantic Broadband cable government channel #26.
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](mailto:purchasing@rochesternh.net), 603-335-7602. Note Q&A updates will end one week prior to bid opening.

**Bid Results:** Results can be obtained at <https://rochesternh.net/bids>, in **CLOSED BIDS** section. Select the specific bid to see all results, or contact CITY OF ROCHESTER, NEW HAMPSHIRE

## **BID SPECIFICATIONS FOR INSTRUMENTATION & CALIBRATION SERVICES**

This contract must be approved by the Director of City Services and shall be effective on July 1, 2022 and expires July 1, 2025. This is a (3) three-year bid, renewable each year. Minimum specifications are listed below.

- Work to include maintenance, service and calibration for water & sewer equipment. Work to include all materials, labor, tools and equipment to complete the work.
- There is one department with two separate divisions participating in this bid, the Water Division and the Sewer Division. The following outlines the contact names, addresses, phone and fax numbers and associated work groups.
- **There will be a one-time non-mandatory walk through on Wednesday at 9:00 AM. Contractors will meet at the Wastewater Treatment Facility, 245 Pickering Road, Gonic, and will proceed to the Water Treatment Facility at 64 Stafford Road, Rochester.**

### **Public Works Department**

209 Chestnut Hill Road  
Rochester, NH 03867  
603-332-4096

### **Wastewater Group contact person**

David Green, Chief Plant Operator  
603-332-8950 - Fax 603-335-6940

### **Water Treatment Group contact person**

Ian Rohrbacher, Chief Plant Operator  
603-335-4291 - Fax 603-335-9286

1. The selected contractor will provide maintenance and calibration services for water & sewer instrumentation and equipment.
2. At a minimum, the contractor bid must contain fixed pricing for performing the annual calibration activities, straight time hourly rate, overtime hourly rate, mileage, parts percent markup described below.
3. The contractor will supply all labor, vehicles, tools, testing equipment and parts, which satisfy manufacturer's applicable service and calibration requirements.
4. The contractor will be responsible for providing advance notification, a minimum of 24 hours, to the facility managers of any scheduled service or maintenance activities.

5. In the event that during the period of this contract the Water Treatment Facility, the Water Well Site, the Wastewater Treatment Facility or the Water and Wastewater Pump Stations expand, upgrade, and/or add additional instrumentation and/or equipment the contractor agrees that for extra work, if performed in accordance with the terms and provisions of the contract document, they will accept compensation as stipulated herein.
6. Prior to any extra work a proposal to include, scope, cost, and total labor hours, timeframe to complete project and mileage shall be submitted by the contractor to the Director of City Services for review and approval. Contractor shall follow fixed price costs quoted for all additional time and material (T&M) extra work projects.
7. The owner reserves the right to require a specific Instrumentation Specialist, as long as said Specialist is employed by the contractor.
8. The contractor shall provide a list of telephone numbers, pager numbers, and cellular phone numbers where an Instrumentation Specialist can be reached at all times in the event of an emergency. Maximum thirty (30) minute call back time is required.
9. It is required that the Annual Calibration Service be performed for all equipment and instrumentation during the months of August or September of each year.
10. In addition, the bid should specify:
  - a. Labor billing rate for repair activities not covered under the Annual Calibration Service activities – include straight time and overtime rates, mileage and percent make-up.
11. Qualified repair personnel shall be available and capable of reaching the facilities within a twenty-four (24) hour period for non-emergency services and shall be available and capable of reaching the facilities within a three (3) hour period for emergency services.

## **1. CONTRACTOR CAPABILITIES – QUALITY ASSURANCE**

**A.** All bidders shall supply evidence of having personnel, who will be performing the actual services, with at least five (5) years experience on this type of instrumentation and other equipment covered by this contract. The experience demonstrated shall include the names of at least five (5) customers whom the contractor and/or contractor's personnel has similar contracts and details of instrumentation.

**B.** The contractor shall have a minimum of two (2) full-time employees available and capable of configuring, installing, calibrating, troubleshooting, testing and repairing instrumentation and equipment specified herein. Qualified Repair Personnel shall respond to all phone calls received from the City within one-half (1/2) hour of notification and shall have personnel on-site within three (3) hours of notification if deemed to be an urgent/emergency nature by the City.

**C.** Actual installation of instrumentation or additional equipment need not be performed by the contractor's employee's; however, the contractor shall be responsible for the on-site technical supervision of the installation and for all warranties on equipment and labor required under this contract. Written approval must be given by the City for any subcontractors.

**D.** The contractor shall submit a statement of qualifications, relevant to the specifications proposed for this bid that includes; equipment inventory, facility description, resumes of key personnel that will be actually performing the services, experience, references and certifications.

**E.** The contractor shall provide a list of telephone numbers, pager numbers and cellular numbers where Qualified Repair Personnel can be reached at all times in the event of an emergency. Maximum one-half (1/2) hour call back time is required.

## **2. TEST EQUIPMENT**

The following type of test, calibration, and troubleshooting devices (or equivalent) are expected to be used in the execution of this contract and must be documented by the bidder or contractor prior to this bid, must comply with manufacturer's applicable requirements,

1. DRUCK Model DPI 603 pressure calibrator
2. TRANSMATION Model 1045 current generator
3. FOXBORO Intelligent Field Device Configurator Software
4. FISCHER & PORTER Model 55XC4000 Mag calibrator
5. FISCHER & PORTER MAG-X Mag calibrator

## **3. SCOPE OF WORK**

### **a) ANNUAL CALIBRATION SERVICE**

The scope of work under this contract shall include annual calibration of all equipment listed in SCHEDULE "A" for wastewater and SCHEDULE "B" for water. To be conducted during the months of August or September of each year. All work to be scheduled between the normal work hours of 7:00 AM and 3:00 PM, Monday through Friday (excluding holidays). Payment for this work shall be based on time and material (T&M) figures quoted in this bid, including labor and

any expenses for the three (3) year period. It is required that estimated hours to complete calibrations service be provided as part of this bid. Certificate of Calibration is required for each piece of equipment and is to be submitted within 30 days of performing the service. It is required that as part of this service, all sensors and batteries be replaced for all listed gas monitoring devices and the price for such must be included (with required calibration gas) as part of the annual calibration service. Annual replacement of gaskets on both end covers of all Foxboro transmitters is required.

**b) Definition of Regular and Overtime Hours**

Regular hours are defined as any hours worked between 7:00 a.m. and 5 p.m., Monday through Friday. Overtime hours are defined as any work performed outside “Regular hours”, which may include holidays.

On-Call Emergency Response is defined as: the contractor shall provide twenty-four (24) hour on-call emergency service. For emergency purposes, the contractor is to be on-call 24-hours a day, 7 days a week, and 365 days a year for the duration of the contract. Depending on the situation, an immediate response may be requested and the contractor will be expected to oblige. For the purpose of this contract, an emergency is defined as any condition that will affect an essential service(s) as determined by the City.

**c) DEMAND SERVICES – STRAIGHT TIME**

Included under this contract is an hourly rate for service work requested by the City.

**d) EMERGENCY SERVICE – OVERTIME**

Included under this contract is an hourly rate for service work requested by the City for times outside of normal working hours (nights, weekends, holidays). The contractor agrees to provide one-half (1/2) hour call back time and on-site within three (3) hours of notification.

**e) Time and Material Hours:**

Quotes for any work (emergency work, quotes may be waived) shall include a cost breakdown submitted by the contractor as follows: labor rate, quantity of hours, time frame to complete project, materials, wholesale cost (with evidence of same), and markup, at applicable quoted rates. Each call shall generate a separate invoice detailing the labor charge, time that technician was on site, the parts/materials and service technician(s) field report as outlined above. All invoices are required to include the proper purchase order or requisition number, which can be obtained by calling the requesting utility. Lump sum Option: depending upon the size and scope of project if mutually agreed upon by both

parties, City and contractor lump sum agreements are allowed under this contract.

**f) Hourly Labor Rates**

The City does not guarantee any minimum number of hours and will pay only the actual number of hours authorized and worked. The labor rate shall include all travel time. No additional travel will be honored.

**g) PARTS**

Any parts required and authorized by the City will be subject to the maximum percent (%) markup as noted in the bid document. The contractor shall offer to provide the owner with maintenance services nor identified on equipment list on specification form to include all water and sewer sites. The contractor shall honor costs quoted in this contract, i.e labor rates, mileage, and percent (%) markup. The owner shall have the right to purchase parts directly from equipment manufacturer(s) or through the contractor, there shall be no markup of City supplied materials allowed. In such case where the contractor is authorized to furnish new parts, either for repair or 100% replacement, the owners cost shall be limited to a value equal to the contractor's actual cost, including freight and other applicable miscellaneous charges plus the percent (%) profit margin/markup noted on the Bid Quotation Form. Percent (%) markup charge shall not include freight costs.

All materials shall be invoiced at actual wholesale cost plus percent (%) markup. Copies of contractors own purchase invoice reflecting actual costs shall accompany each invoice to the City. Supplier audits maybe conducted by the City.

Ownership of supplies, materials, and repair components and operating system upgrades (software and hardware) shall be transferred to the City upon acceptance of installation/repair by the City. All parts furnished under this contract shall be new and unused.

The City owns the rights to all used materials, parts, metals, wiring, scrap materials, etc. this it would like to keep. All used unwanted items, materials, equipment, machinery, oils, liquids, etc. that are removed/replaced as part of this contract is the responsibility of the contractor to legally dispose of offsite.

**h) GUARANTEE**

The contractor shall guarantee all workmanship of parts furnished and installed under this contract against defect for one (1) year beginning after acceptance by

the City, including all labor, parts, system operating changes, and travel. Defects and/or faulty work will be repaired, corrected or replaced at no charge to the City.

#### **4. TERM OF CONTRACT**

This contract must be approved by the Director of City Services and shall become effective on July 1, 2022 and expire on July 1, 2025.

This is a three (3) year bid, renewable each year. The bid shall remain in effect for one year, and may be renewed for two additional years based upon the following: 1) Satisfactory performance of the selected contractor as determined by the Director of City Services, and 2) Mutual agreement between both the City of Rochester and the contractor selected.

#### **5. PAYMENT**

Two invoices for the ANNUAL CALIBRATION SERVICE, one for water and one for wastewater, described in paragraph 3.a shall be submitted upon the completion of this work.

Invoices for DEMAND SERVICE, EMERGENCY SERVICE, and PARTS described in this bid shall be submitted upon completion of this work.

A full written report, to be submitted within 10 days of the completion of services, must be provided for each visit and must be submitted prior to payment of invoice. This report shall include but is not limited to, the reason for the visit, all pieces of equipment serviced, results of troubleshooting activities and diagnosis, all changes that were made, equipment repairs with part numbers, service technician(s) name(s) that completed the work, breakdown of hours travel/field and mileage.

- **Page 7-9 Schedule “ A” Wastewater Treatment Facility & Pump Station Instruments**
- **Page 10-11 Schedule “B” Water Treatment Facility/Coheco Well/Lift Stations**

**Bid proposal to be submitted on page 19.**

SCHEDULE "A" SEWER  
WASTEWATER TREATMENT FACILITY & PUMP STATION INSTRUMENT

#	Tag #	Manufacturer	Model #	Serial #	EGU	URL	LRU	DP Range	Location/Process
1	AIT- 0102	ATi	7810-1748-5	N/A	25%H2S PPM	25%	0	N/A	SCREENINGS BLDG
2	AIT	ATi	D12 w/ IR Sens	N/A	50% LEL	50%	0	N/A	SCREENINGS BLDG
3	FI-2-15-1A	MAGNIHELIC	N/A	N/A	SCFM	305	0	0-37.52"	SIDE WALL AIR
4	FI-2015-1B	MAGNIHELIC	N/A	N/A	SCFM	305	0	0-37.52"	SIDE WALL AIR
5	FI-2015-1C	MAGNIHELIC	N/A	N/A	SCFM	305	0	0-37.52"	SIDE WALL AIR
6	FI-2015-1D	MAGNIHELIC	N/A	N/A	SCFM	305	0	0-37.52"	SIDE WALL AIR
7	FI-2015-2A	MAGNIHELIC	N/A	N/A	SCFM	305	0	0-37.52"	SIDE WALL AIR
8	FI-2015-2B	MAGNIHELIC	N/A	N/A	SCFM	305	0	0-37.52"	SIDE WALL AIR
9	FI-2015-2C	MAGNIHELIC	N/A	N/A	SCFM	305	0	0-37.52"	SIDE WALL AIR
10	FI-2-15-2D	MAGNIHELIC	N/A	N/A	SCFM	305	0	0-37.52"	SIDE WALL AIR
11	FIT-200S-1	FOXBORO	IDP-10	99280123	SCFM	315	0	0-35.75"	BASIN #1 Selector
12	FIT-2--2-2	FOXBORO	IDP-10	99280133	SCFM	315	0	0-35.75"	BASIN #2 Selector
13	FIT-2--4	FOXBORO	IDP-10	99280129	SCFM	315	0	0-4.86"	BLOWER ROOM
14	FIT-3-3	FOXBORO	8230DP	N/A	SCFM	6000	0	0-10.00"	INFLUENT AIR FLOW
15	FIT-6013	MILLTRONICS	HYDRO RANGER	N/A	MGD	16	0	N/A	DFFLUENT PARSHALL FLUME
16	FIT-6020-1	FOXBORO	IDP-10	99280130	SCFM	250	0	0-5.48"	BLOWER ROOM
17	FIT-6020-2	FOXBORO	IDP-10	99280131	SCFM	250	0	0-5.48"	BLOWER ROOM
18	FIT-7007	FOXBORO	SERIES 9300	99232422	GPM	5000	0	N/A	RAS FLOW
19	FIT-7008	FOXBORO	SERIES 9300	99232421	GPM	5000	0	N/A	INTERMEDIATE FLOW
20	FIT-7009	FOXBORO	SERIES 9300	99232420	GPM	1000	0	N/A	WAS FLOW
21	FIT-7010	FOXBORO	SERIES 9300	99232423	GPM	7500	0	N/A	RECYCLE FLOW
22	PIT-205	FOXBORO	IAP-10	99280135	PISA	30	0	N/A	BLOWER ROOM
23	PIT-2017	FOXBORO	IAP-1-	99280135	PISA	25	0	N/A	BLOWER ROOM
24	PIT-2032	FOXBORO	IAP-10	99280137	PISA	25	0	N/A	BLOWER ROOM
25	TIT-2016	FOXBORO	RTT-2-	99280276	DEGF	150	0	N/A	BLOWER ROOM



26	TIT-2018	FOXBORO	RTT-20	99280277	DEGF	150	0	N/A	BLOWER ROOM
27	TIT-2031	FOXBORO	RTT-20	99270278	DEGF	200	0	N/A	BLOWER ROOM
28	FIT-1-1	FOXBORO	SERIES 9300	99232419	GPM	7000	0	N/A	INFLUENT FLOW
29	LIT-5008-1	MILLTRONICS	HYDRO RANGER	N/A	FEET	9.5	0	N/A	MUD WELL #1
30	LIT-5008-2	MILLTRONICS	HYDRO RANGER	N/A	FEET	9.5	0	N/A	MUD WELL #2
31	LIT-1-11	SIEMENS	Radar Level	N/A	FEET	2 to 12.25	0	N/A	SODA ASH SILO
32	LIT-0200-A	MILLTRONICS	HYDRO RANGER	N/A	FEET	12	0	N/A	LAGOON #1
33	LIT-0200-B	MILLTRONICS	HYDRO RANGER	N/A	FEET	12	0	N/A	LAGOON #2
34	LIT-1-20-1	MILLTRONICS	HYDRO RANGER	N/A	FEET	15	0	N/A	HEADWORK'S WET-WELL #1
35	LIT-1-20-2	MILLTRONICS	HYDRO RANGER	N/A	FEET	15	0	N/A	HEADWORK'S WET-WELL #2
36	LIT-4005	MILLTRONICS	HYDRO RANGER	N/A	FEET	5.25	0	N/A	GRIT VORTEX BYPASS WEIR
37	-	INDUSTRIAL SCL	VENTIS MX4	MULTI-GAS GENIH2S; CO) MONITOR (4 GASES: OXY					PORTABLE
38	-	INDUSTRIAL	VENTIS MX4	MULTI-GAS GENIH2S; CO)					PORTABLE
39	-	INDUSTRIAL SCI	VENTIS MX4	MULTI-GAS MONITOR ( MONITOR (4 GASES: OXY GENIH2S; CO)					PORTABLE
40		MILLTRONICS	HYRDO RANGER		FEET		0		Clarifier Scum Decant
41	-	MILLTRONICS	HYRDO RANGER		FEET				

42	FIT	SIERRA	205i	V1006325	GPM	100,050	0	N/A	HEADWORK'S STATION FLOW
43	FIT	KRONE	Mag Meter		GPM				WASHINGTON ST PUMP STATION
44	FIT	KRONE	Mag Meter		GPM				FRONT ST PUMP STATION
45	FIT	KRONE	Mag Meter		GPM				SOUTH MAIN ST PUMP STATION #1
46	FIT	KRONE	Mag Meter		GPM				SOUTH MAIN ST PUMP STATION #2
47	FIT	KRONE	Mag Meter		GPM				NEW ROUTE 125 PUMP STATION
48	FIT	KRONE	Mag Meter		GPM				WESTERN AVE PS
49	FIT	KRONE	Mag Meter		GPM				RTE 11 PS
50	FIT	KRONE	Mag Meter		GPM				TARA ESTATES PS
51	FIT	KRONE	Mag Meter		GPM				RIVER ST PS
52	FIT	SIERRA	640S	217916	SCFM			2400	Mass Flow Meter AB
53	FIT	SIERRA	640S	217917	SCFM			2400	Mass Flow Meter AB
54	FIT	SIERRA	640S	217915	SCFM			2400	Mass Flow Meter AB

**SCHEDULE "B"**  
**WATER TREATMENT FACILITY/COCHECO WELL/LIFT STATIONS**

#	TAG #	MANUFACTURER	MODEL#	SERIAL#	EGU	URL	LRU	DP RANGE	LOCATION/PORCESS
1	-	GAS DETECTOR	M40						OFFICE WATER TREATEMENT PLANT
2	-	SIEMENS	4" MAGNETIC FLOW METER SITRANS FM						SAND FILTER BACKWASH FLOW
3	-	SIEMENS	4" MAGNETIC FLOW METER SITRANS FM						SAND FILTER WASHWATER FLOW
4	-	SIEMENS	4" MAGNETIC FLOW METER SITRANS FM						CARBON FILTER BACKWASH FLOW
5	-	SIEMENS	4" MAGNETIC FLOW METER SITRANS FM						CARBON FILTER WASHWATER FLOW
6	-	MILLTRONICS	HYDRORANGER 200						SAND FILTER
7	-	MILLTRONICS	12" MAGNETIC FLOW METER						CARBON FILTER
8	-	FISCHER & PORTER	12" MAGNETIC FLOW METER						RAW WATER FLOW
9	-	FISCHER & PORTER	12" MAGNETIC FLOW METER						FINISH WATER FLOW
10	-	FISCHER & PORTER	12" MAGNETIC FLOW METER						CARBON FILTER EFF. FLOW
11	-	PRATT VALVE		FINISHED WATER					WATER TREATMENT BASEMENT
12	-	PRATT VALVE		RAW WATER					INTAKE BUILDING
13	-	SIEMENS	HYDRORANGER 200						COCHECO WELL CLEARWELL
14	-	SIGMA CONTORLS	PRESSURE						COCHECO WELL PIPE GALEERY
15	-	FORCE FLOW	SOLO G2 FLUORIDE SCALE						COCHECO WELL FLUORIDE ROOM
16	-	KRONE	NL-3313 LC	RAW WATER MAGNETIC FLOW METER					COCHECO WELL PIPE GALLERY
17	-	KRONE	NL-3313 LC	FINISH WATER MAGNETIC FLOW METER					COCHECO WELL PIPE GALLERY
18	-	AIRSENSE	310E	CO2 DETECTOR					COCHECO WELL PROCESS ROOM
19	-	ATI	Q45P	PH METER					COCHECO WELL LAB
20	-	ATI	Q45P	PH METER					COCHECO WELL LAB

21	-	MILLTRONICS	HYDRORANGER 200						(3) for aluminum sulfate bulk tanks
22	-	MILLTRONICS	HYDRORANGER 200						(3) for sodium hydroxide bulk tanks
23	-	MILLTRONICS	HYDRORANGER 200						(3) for sodium hypochlorite bulk tanks
24	-	MILLTRONICS	HYDRORANGER 200						Pot/perm mix tank Intake Building
25	-	MILLTRONICS	HYDRORANGER 200						Phosphate mix tank
26	-	MILLTRONICS	HYDRORANGER 200						Carbon Filter

## **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 award or reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the City, the best interest of the City of Rochester will be promoted thereby.
3. Bid results will be available on the website at [www.rochesternh.net](http://www.rochesternh.net) within 48 hours of the bid opening.

## **AWARD OF CONTRACT**

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

## **CANCELLATION OF AWARD**

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

## **BID EVALUATION**

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

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

### **CONDITIONS AT SITE**

Bidders shall be responsible for having ascertained pertinent local conditions, such as: location, accessibility and general character of the site. The character and extent of existing work within or adjacent to the site and any other work being performed thereon at the time of the submission of her/his bid.

### **LAWS, PERMITS AND REGULATIONS**

1. The Contractor shall obtain and pay for all licenses and permits as may be required of him by law, and shall pay for all fees and charges for connection to outside services, and use of property other than the site of the work for storage of materials or other purposes.
2. The Contractor shall comply with all State and Local laws, ordinances, regulations and requirements applicable to work hereunder, including building and electrical 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 and electrical code requirements, she/he shall promptly notify the City of Rochester in writing.
3. Any job/project exceeding ten thousand dollars (\$10,000) shall be submitted to the Department of Public Works for review and approval. The City reserves the right to place out to bid any job/project that is estimated to go over this amount or any job/project that it deems to be in its best interest to do so regardless of cost estimate.
4. The City has developed and enforces a smoke free policy. The wastewater and water facility sites are considered smoke free work zones and smoking is only allowed in designed areas during scheduled break times. The contractor and its employees/subcontractors are expected and required to follow this policy while on site.

### **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.

5. 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.
6. No operations under this Contract shall commence until certificates of insurance attesting to the below listed requirements have been filed with and approved by the Department of Public Works, and the Contract approved by the City Manager.
  - a. Workmen's Compensation Insurance  
Limit of Liability - \$100,000.00 per accident
  - b. Commercial General Liability  
Limits of Liability  
Bodily Injury: \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate  
Property Damage: \$500,000.00 per occurrence, \$200,000.00 aggregate  
Combined Single Limit, Bodily Injury and Property Damage:  
\$2,000,000.00 aggregate
  - c. Automobile Liability  
Limits of Liability - \$500,000.00 per accident.
  - d. The Contractor shall indemnify, defend, and save harmless the City of Rochester and its agents and employees from and against any suit, action or claim of loss or expenses because of bodily injury. Including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, whether caused by or contributed to by said City of Rochester, its agents, employees or others.

### ACCIDENT PROTECTIONS

It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to the Contract. That a Contractor and any Subcontractors shall not require any laborer or mechanic employed in the performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety, as determined by construction safety and health standards of the Occupational Safety and Health Administration, United States Department of Labor, which standards include, by reference, the established Federal Safety and Health regulations for Construction. These standards and regulations comprise Part 1910 and Part 1926 respectively of Title 29 of the Code of Federal Regulations and are set forth in the Federal Register. In the event any revisions in the Code of Federal Regulations are published, such revisions will be deemed to supersede the appropriate Part 1910 and Part 1926, and be effective as of the date set forth in the revised regulation.

### SUBCONTRACTS

1. Nothing contained in the Specifications or Drawings shall be construed as creating any contractual relationship between any Subcontractor and the City of Rochester. The Division or Sections of the Specifications are not intended to control the Contractor in dividing the



work among Subcontractors or to limit the work performed by any trade.

2. The Contractor shall be as fully responsible to the City of Rochester for the acts and omissions of Subcontractors and of persons employed by her/him, as she/he is responsible for the acts and omissions of persons directly employed by her/him.

### **PROTECTION OF WORK AND PROPERTY**

The Contractor shall, at all times, safely guard the City's property from injury or loss in connection with this Contract. She/he shall, at all times, safely guard and protect her/his own work and that of adjacent property from damage. All passageways, guard fences, lights and other facilities required for protection by State or Municipal laws, regulations and local conditions must be provided and maintained.

### **USE OF PREMISES AND REMOVAL OF DEBRIS**

The Contractor expressly undertakes at his own expense:

1. To take every precaution against injuries to persons or damage to property;
2. To comply with the regulations governing the operations of premises which are occupied and to perform his Contract in such a manner as not to interrupt or interfere with the operation of the Institution;
3. To perform any work necessary to be performed after working hours or on Sunday or legal holidays without additional expense to the City, but only when requested to do so by the City;
4. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;
5. Daily to clean up and legally dispose of (away from the site), all refuse, rubbish, scrap materials and debris caused by his operation. Including milk cartons, paper cups and food wrappings left by his employees, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
6. All work shall be executed in a workmanlike manner by experienced mechanics in accordance with the most modern mechanical practice and shall represent a neat appearance when completed.

### **MATERIALS AND WORKMANSHIP**

1. Unless otherwise specified, all materials and equipment incorporated into the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in their respective trades.
2. Where the use of optional materials or construction method is approved, the requirements for workmanship, fabrication and installation indicated for the prime material or construction method shall apply wherever applicable. Required and necessary modifications and adjustments resulting from the substitution or use of an optional material or construction method shall be made at no additional cost to the City.

## STANDARDS

1. Materials specified by reference to the number, symbol or title of a specific standard, such as a Commercial Standard, a Federal Specification, Department's Standard Specifications, a trade association standard or other similar standard. Shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of advertisement, except as limited to type, class or grade or modified in such reference.
2. Reference in the Specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. In such cases the Contractor may, at his option, use any articles, device, product, material fixture, form or type of construction that, in the judgment of the City expressed in writing to all Bidders before opening of bids as an addendum, is an acceptable substitute to the specified.
3. Substitution During Bid Time: Whenever any particular brand or make of material or apparatus is called for in the Specifications, a Bidder's Proposal must be based upon such material or apparatus, or upon a brand or make which has been specifically approved as a substitution in an Addendum issued to all Bidders during the bidding time.
4. The intent is that the brand or make of material or apparatus that is called for herein establishes a standard of excellence that, in the opinion of the Consultant and Engineer, is necessary for this particular Project.
5. Substitution After Bid Opening: No substitutions will be considered after bids have been opened unless necessary due to strikes, lockouts, bankruptcy or discontinuance of manufacture, etceteras. In such cases, the Contractor shall apply to the City, in writing within ten (10) days of his realizing his inability to furnish the article specified, describing completely the substitution he desires to make.

## EXTRAS

Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the Director of City Services 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 City Services. And guarantee such restored work to the same extent as it was guaranteed under such other contracts.
4. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the City of Rochester may have the defects corrected and the Contractor shall be liable for all expense incurred.

5. All special guarantees applicable to definite parts of the work that may be stipulated in the Specifications or other papers forming a part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

#### **DEFAULT AND TERMINATION OF CONTRACT**

##### **If the Contractor:**

1. Fails to begin work under Contract within the time specified in the notice to proceed; or
2. Fails to perform the work with sufficient workers and equipment, or with sufficient materials to assume prompt completion of said work; or
3. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
4. Discontinues the prosecution of the work; or
5. Fails to resume work, which has been discontinued, within the time frames included in specifications; or
6. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency; or
7. Makes an assignment for the benefit of creditors; or
8. For any other causes whatsoever, fails to carry on the work in an acceptable manner the City of Rochester will give notice, in writing, to the Contractor for such delay, neglect, and default.

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

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

#### **OBTAINING BID RESULTS**

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

**BID FORM  
1 OF 1 PAGES TO BE SUBMITTED**

<b>Times &amp; Material Rates for Maintenance &amp; Service</b>	<b>YEAR ONE PRICING FY 2023</b>	<b>YEAR TWO PRICING FY2024</b>	<b>YEAR THREE PRICING FY 2025</b>
<b>Annual Calibration Service Wastewater Schedule A (see attached) – T&amp;M; Estimated hours x straight time hourly rate.</b>	<b>Est Hrs:</b> <b>Hourly Rate: \$</b> <b>Est. Total:</b>	<b>Est Hrs:</b> <b>Hourly Rate: \$</b> <b>Est. Total: \$</b>	<b>Est Hrs:</b> <b>Hourly Rate: \$</b> <b>Est. Total: \$</b>
<b>Annual Calibration Service Water Schedule B (see attached) – T&amp;M; Estimated hours x straight time hourly rate.</b>	<b>B) Est Hrs:</b> <b>Hourly Rate: \$</b> <b>Est Total: \$</b>  <b>C) Est Hrs:</b> <b>Hourly Rate: \$</b> <b>Est Total:</b>	<b>B) Est Hrs:</b> <b>Hourly Rate: \$</b> <b>Est Total: \$</b>  <b>C) Est Hrs:</b> <b>Hourly Rate: \$</b> <b>Est Total: \$</b>	<b>B) Est Hrs:</b> <b>Hourly Rate: \$</b> <b>Est Total: \$</b>  <b>C) Est Hrs:</b> <b>Hourly Rate: \$</b> <b>Est Total: \$</b>
<b>Demand Services (straight time) – unit price</b>			
<b>Emergency services (overtime) – unit price</b>			
<b>Mileage Charge – unit price</b>			
<b>Parts, Percent Markup</b>			

Bid results will be posted after 48 hours on the City of Rochester’s web site: [www.rochesternh.net](http://www.rochesternh.net) or will be available by request via e-mail at the following address: [purchasing@rochesternh.net](mailto:purchasing@rochesternh.net)

Was site visit attended, Yes or No: \_\_\_\_\_

Bidder Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Fax#: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_