

B21-07

City of Concord, New Hampshire

Purchasing Department

BOILER REPLACEMENTS

Prepared for, and in coordination with the

**COMMUNITY DEVELOPMENT DEPARTMENT
COMMUNITY PLANNING DIVISION**

Contract
Bid Documents
Specifications

Firm: _____

BID DUE DATE/TIME: OCTOBER 12, 2006 NOT LATER THAN 2:00 PM

City of Concord, New Hampshire



PURCHASING DIVISION

CITY HALL 41 GREEN STREET

CONCORD, NH 03301

603-225-8530 FAX: 603-230-3656

INVITATION FOR BIDS

The **Purchasing Division, 1st Floor, City Hall, 41 Green Street, Concord, New Hampshire 03301**, will receive sealed Bids for replacement of gas fired boilers at Island Shores Estates and Mast Yard West in Penacook, NH until **2:00 PM on October 12, 2006** at which time and place they will be opened and publicly read. The sealed envelope should be plainly marked:

“B21-07, BOILER REPLACEMENTS”

Bids may be issued only by the Purchasing Agent to authorized firms and are not transferable unless authorized by the Purchasing Agent.

Copies of B21-07 may be obtained from the Purchasing Division, City Hall, 41 Green Street, Concord, NH 03301 (603) 225-8530 or on-line at www.onconcord.com/Purchasing.

Interested contractors are encouraged to arrange, by appointment, to view a representative condominium unit in both Island Shores Estates and Mast Yard West. The points of contact for arranging an appointment for each location are:

Island Shores Estates: Theresa Robinson: (603) 731-3226
Mast Yard West: Ken Shepard: (603) 228-2151 x307

Each bid shall be accompanied by a certified check, cash, check drawn by a New Hampshire bank, or bid bond for and subject to conditions provided in the Instruction to Bidders. The amount of such bid deposit shall be five percent (5%) of the total bid, made payable to the City of Concord, New Hampshire.

The successful bidder will be required to furnish a Performance bond and a separate Payment Bond, each in the amount of one hundred percent (100%) of the contract price.

The City of Concord reserves the right to reject any or all bids or any part thereof, to waive any formality, informality, information and/or errors in the bidding, to accept the bid considered to

be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

Failure to submit all information as detailed on the Bid Submission Checklist on Page 24 and/or submission of an unbalanced bid are sufficient reasons to declare a bid as non-responsive and subject to disqualification.

All bids are advertised in the Concord Monitor and periodically in other various publications, on Concord Cable Channel 17, and are posted publicly at the: (1) City of Concord, City Hall, 1st Floor, 41 Green Street, Concord, NH 003301 and (2) City of Concord website, www.onconcord.com/purchasing/bids.

APPROVED:

Douglas B. Ross, Purchasing Agent
Date: _____

Bid Due Date/Time: October 12, 2006 not later than 2:00 PM

GENERAL TERMS AND CONDITIONS

PREPARATION OF BIDS:

Bids shall be submitted on the forms provided and must be signed by the Bidder or the Bidder's authorized representative. The person signing the bid shall initial any corrections to entries made on the bid forms.

Bidders must quote on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form or in the special provisions allowed for partial bids. Failure to quote on all items may disqualify the bid. When bids on all items are not required, bidders shall insert the words "no bid" where appropriate.

Alternative bids will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to, sample(s), if requested, and specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base bid response, i.e. it shall not be a separate document which could be construed as a second bid.

Unless otherwise stated in the Request, the bidder agrees that the bid shall be deemed open for acceptance for **sixty (60) calendar days** subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Agent no later than seven (7) calendar days before the Request for Bids due date to be considered. Any changes to the Request for Bids will be provided to all bidders of record.

The bidder shall not divulge, discuss or compare this bid with the bid of any other bidders and shall not collude with any other bidder or parties to a bid whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of materials shall be allowed. Any such violation will result in the cancellation and/or return of materials, as applicable, and the removal from Bid List).

The name of manufacturer, trade name, or catalog number mentioned in this request for bids description is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory. Proposals will be considered for any brand that meets or exceeds the quality of the specifications listed. On all such proposals, the bidder shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.

When samples are required, they must be submitted free of cost and will be returned unless otherwise specified.

Items left for demonstration purposes shall be delivered and installed free of charge and shall be removed by the vendor at no cost to the City. Said demonstration units shall not be offered to the City as new equipment unless mutually agreed to.

The vendor may be required to supply proof of compliance with bid specifications. When requested, the vendor must immediately supply the City with certified test results or certificates of compliance. Where none are available, the City may require independent laboratory testing. All costs for such testing, certified test results or certificates of compliance, shall be the responsibility of the vendor.

Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted. Each shipment shall be identified by Purchase Order and/or Bid number, commodity description and packing list. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification.

SUBMISSION OF BIDS:

Bids must be submitted as directed in the Invitation for Bids, and on the forms provided unless otherwise specified. Bids must be typewritten or printed in ink. Bids must be mailed or delivered in person. Bids that are faxed or e-mailed will not be accepted.

WITHDRAWAL OF BIDS:

Bids may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the bidder to the Purchasing Agent. Negligence on the part of the bidder in preparing this bid shall not constitute a right to withdraw bid subsequent to the bid opening. Bids may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one bid is offered by any one party, or by any person or persons representing a party, all such bids shall be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a direct bid in its own behalf.

RECEIPT AND OPENING OF BIDS:

Bids shall be submitted prior to the time fixed in the Invitation for Bids. Bids received after the time so indicated shall be returned unopened. Bids must be mailed or delivered in person. Bids that are faxed or e-mailed will not be accepted.

PRESENCE OF BIDDERS AT OPENING:

At the time and place fixed for opening bids, the contents of all bids will be made public for the information of all bidders and other interested parties who may be present in person or by representative.

BID EVALUATION:

In an attempt to determine if a bidder is responsible, the City, at its discretion, may obtain technical support from outside sources. Each bidder will agree to fully cooperate with the personnel of such organizations.

BID RESULTS:

Bidders may secure information pertaining to the results of a bid by visiting the Purchasing office weekdays between the hours of 8:30 AM and 4:00 PM; or by enclosing a self-addressed envelope along with a two-dollar (\$2.00) handling fee to receive the results by mail.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE BIDS:

When identical low bids are received, with respect to price, delivery and quality, award may be made by a toss of coin, with the following exception: When a tie bid exists between a local (a business establishment within City limits) bidder and an out-of-town bidder, preference will be given to the local bidder. Any bidder having a local agent who is a bona fide resident of the City is considered a local bidder. If a tie bid exists between two local bidders, or two out-of-town bidders, the decision may be made by a toss of coin.

LIMITATIONS:

This bid document does not commit the City to award a contract, to pay any costs incurred in the preparation of a bid response, or to procure or contracts for goods, services or supplies. The City reserves the right to accept or reject any or all bids received as a result of this request, or to cancel in part or in its entirety this bid document, if it is in the best interests of the City to do so.

AWARD OF CONTRACT:

The contract may be awarded to the lowest responsive and responsible bidder as soon as practical after the bid opening unless otherwise stated, but generally not before ten (10) working days from the bid opening.

It is the policy of the City that contracts are awarded only to responsive and responsible bidders. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of this bid and provide all documentation required of this bid

It is requested that interested parties refrain from making inquiries during this period. A “Letter of Award” and accompanying “Notice of Award” will announce the contract award. The City of Concord reserves the right to waive any formality, informality, information and/or errors in the bids submitted and the right to reject any or all bids at its discretion and to accept the bid which will be in the best interest of the City; or to purchase on the open market if it is considered in the best interest of the City to do so. In case of error in the extension of prices, the unit prices bid shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the bidder, except for the return of the bid bond, at any time before a contract has been fully executed by all parties and is approved by the City.

MODIFICATIONS AFTER AWARD:

The City reserves the right to incorporate minor modifications that may be required by it. The Contractor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request if it can prove that the timing or extent of the modifications implies a major effort on its part.

RETURN OF BID BOND:

All bid bonds, except that of the lowest bidder, will be returned after the City has awarded a contract. The successful bidder’s bid bond will be returned as soon as an agreement has been fully executed.

REQUIREMENTS OF SURETY BONDS:

At the time of the execution of the agreement, the successful bidder shall furnish the City with surety bonds, which have been fully executed by the bidder, guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor’s performance of the work. The surety and the form of the bonds shall be acceptable to the City.

Unless otherwise specified, the surety bonds shall be in the sum equal to the full amount of the agreement.

INSURANCE:

The successful bidder shall procure and maintain insurance, in the amounts and coverage detailed by the bid documents, acceptable to the City, at the bidder's sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or bidder's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the City.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the bidder's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by the City, the bidder shall, or shall cause any carrier engaged by the bidder, to insure all shipments of goods for full value.

If the agreement with the bidder involves the performance of work by the bidder's employees at property owned or leased by the City, the bidder shall furnish such additional insurance as the City may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the bidder be deemed to be the employees of, or under the direction or control of the City for any purpose whatsoever.

WORKER'S COMPENSATION:

All bidders and subcontractors at every tier under the bidder will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

CONTRACT:

The contract between the City and the Contractor shall consist of (1) the bid documents and any amendments there to and (2) the Contractor's bid. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the bid documents shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor and such written clarification shall govern in case of conflict with the applicable requirements contained in the bid documents and the Contractor's bid. In all other matters, not affected by written clarification, if

any, the bid documents shall govern. The bidder is cautioned that this bid shall be subject to acceptance without further clarification.

EXECUTION OF AGREEMENT:

The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the City, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement and surety bonds that have been fully executed by the successful bidder, the owner shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a Notice to Proceed and a City purchase order, to the Contractor shall constitute the City's approval to be bound by the successful bidder's proposal and the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful bidder to execute the agreement and/or furnish acceptable surety bonds within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder shall be just cause for cancellation of the award and forfeiture of the bid bond, not as a penalty, but as liquidation of damages to the City.

DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the City, the State of New Hampshire or the Federal Government.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any agreement shall be deemed to have been executed. No action at law, or equity or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

TERMINATION OF CONTRACT FOR CAUSE:

If through any cause, the Contractor shall fail to furnish, in a timely and proper manner, its obligations under any contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of any contract, the City shall thereupon have the right to terminate any contract by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all

finished or unfinished work, documents, plans, data programs and reports prepared by the Contractor under any contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract, and the City may withhold any payments until such time as the exact amount of damages due the City is determined.

TERMINATION FOR THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, documents, plans, data programs and reports prepared by the Contractor under any contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

SAFETY DATA SHEET (Right to Know):

Any vendor who receives an order resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to RSA 277-A when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to RSA 277-A. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with that purchase order. Failure to submit MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the State. All vendors furnishing substances or mixtures subject to RSA 277-A are cautioned to obtain and read the law referenced above.

PATENT PROTECTION:

The successful bidder agrees to indemnify and defend the City of Concord from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the City of Concord harmless from any liability arising under RSA 382-A, 2-312 (3). (Uniform Commercial Code).

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Concord and the successful bidder shall belong exclusively to the City.

ASSIGNMENT PROVISION:

The successful bidder hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Concord.

DELIVERY:

Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices, without extra charge for packing or containers.

Deliveries that do not conform to the specifications or are not in good condition upon receipt; shall be replaced promptly. Deliveries shall be inside the building, and accepted weekdays between the hours of 8:30 AM and 3:30 PM unless otherwise stated. Delivery arrangements must be made with requesting department prior to delivery.

INVOICING:

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage a summary statement in the following format will be provided with each invoice:

Original Contract Amount	\$\$\$\$\$\$\$\$
Plus/minus Change Orders	\$\$\$\$\$\$\$\$
Total Adjusted Contract Amount	\$\$\$\$\$\$\$\$
Work Completed to Date	\$\$\$\$\$\$\$\$
Less Previous Invoices	\$\$\$\$\$\$\$\$
Less Retainage (if any)	\$\$\$\$\$\$\$\$
Equals: Balance due this Invoice	\$\$\$\$\$\$\$\$
Balance Remaining on Contract	\$\$\$\$\$\$\$\$

All invoices must reference a valid City of Concord Purchase Order Number

PROGRESS PAYMENTS AND RETAINAGE:

Progress Payments: On not later than the last day of every month, the Contractor shall prepare and submit an invoice covering the total quantities of work that have been completed from the start of the job up to and including the last day of the preceding month together with such supporting evidence as required by the City.

Retainage: On not later than the last day of the subsequent month, the City shall, after deducting previous payments made, pay to the Contractor 90% of the amount of the estimate as approved by the City. **The 10% retained percentage shall be held by the City until final inspection and acceptance and written proof is provided by the Contractor that all related labor and supply obligations have been paid in full. This retainage shall be held in a non-interest bearing account.**

PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the completion of delivery of all items or service, in acceptable condition, to the City and receipt of invoice, whichever is later.

ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.

TAX:

The City is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please bill less these taxes.

FUNDING OUT:

The City of Concord's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

ASSIGNMENT OR SUB-CONTRACTING:

None of the work or services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City. If subcontractors are used a list including name, address and secretary of state license # is required.

EXCLUSIVITY:

This contract will be for the goods/services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these goods/services from any other vendor.

PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material and transportation costs, and any discounts offered. No additional fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the vendor to make available at the vendor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and/or work performed under contract for the purposes of audit by the City of Concord.

INSPECTION & EVALUATION:

The City of Concord reserves the right to inspect the vendor's facilities during operating hours to determine that the level of inventory is adequate for the City's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

FUGITIVE DUST AND PUBLIC NUISANCE ORDINANCES

All work shall be conducted in conformance with Title I, General Code

1. Chapter 11, Public Nuisances, Article 11-3 Fugitive Dust: and
2. Chapter 13, Public Health, Article 13-6-8 Public Nuisance

WARRANTY:

Boiler and associated parts:	Minimum ten (10) years;
Contractor labor and travel:	Minimum of one (1) year.

Warranty's shall commence upon inspection and acceptance of all boiler installations.

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

ENERGY STAR® COMPLIANCE

The vendor shall provide products that earn the Energy Star® and meet the Energy Star® specifications for energy efficiency. The vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

NON-RECRUITMENT OF PERSONNEL

During the term of the Agreement and for twenty-four (24) months thereafter, the City and the successful vendor agree not to solicit or hire current or former employees of the other without the other's prior written consent.

DEFINITIONS:

Bid shall also mean quotation, proposal, offer, qualification/experience statement, and services.

Bidders shall also mean vendors, offerers, Contractors or any person or firm responding to an invitation for bids.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

FAILURE TO ACKNOWLEDGE THIS BID MAY RESULT IN WITHDRAWAL FROM THE BID LIST FOR THIS COMMODITY OR SERVICE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

INSTRUCTIONS TO BIDDERS:

Project Name: B21-07, Boiler Replacements

1) EXPLANATION TO BIDDERS:

Any explanation regarding the meaning or interpretation of contract drawings, specifications or other contract documents must be requested in writing with sufficient allowance of time for receipt of reply before the time of the bid opening, i.e. at least seven (7) calendar days. Any such explanations or interpretations shall be made in the form of an addendum to the documents and shall be furnished to all bidders who shall submit all addenda with their bids. Oral explanations and interpretations made prior to the bid opening shall not be binding. Requests for explanations should be addressed to:

Douglas Ross, Purchasing Agent
City Hall
41 Green Street
Concord, NH 03301
(603) 225-8530
(603) 230-3656 (Fax)
dross@onconcord.com

2) BIDDERS UNDERSTANDING:

Bidders should visit the work site to familiarize themselves with pertinent local conditions such as location, character, and accessibility of the site, availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc. A submitted bid shall be considered as evidence that the bidder has done so. The City of Concord shall make available to all prospective bidders, previous to the receipt of bids, information that it may have as to the extraordinary site conditions at the work site. Such information shall be given, however, as the best factual information available without the assumption of responsibility for its accuracy or for any conclusions that the contractor might draw therefrom.

3) BID BOND REQUIREMENT:

Five percent (5%) bid bond security must be submitted with the bid and failure to submit same may be cause for rejection. The bidder, at his option, shall furnish a certified check drawn by a New Hampshire bank, cash, or a bid bond as security in the amount required. Security deposited by unsuccessful bidders will be returned as soon as practicable after the opening.

4) LIQUIDATED DAMAGES:

In case the contractor fails to satisfactorily complete the entire work contemplated and provided for under this contract on or before the date of completion determined as described herein, the owner shall deduct from the payments due the contractor each month, the sum of (\$500.00) plus engineering charges per day for each calendar day of delay, which sum is agreed upon not as a penalty but as fixed and subject to no deduction. If the payments due the contractor are less than the amount of the liquidated damages said damages shall be deducted from any other monies due or to become due the contractor, the contractor or his surety shall pay the balance to the owner.

5) CONTRACTS, BONDS, INSURANCE:

The successful bidder shall enter into a written contract with the City of Concord within the time specified by the proposal. A performance bond and a separate payment bond in the amount of 100 percent (100%) of the contract price shall be furnished at the time of signing the formal Agreement. The Contractor shall secure and maintain the insurance policies required by B02-07 (see Insurance Requirements for all Contractors).

6) INSPECTION FEES:

The Contractor (or subcontractor if used) shall not be assessed fees for layout or inspection of work by City of Concord personnel, when such layout and/or inspection is required as part of the Specifications for the project. If, however, additional layout and/or re-establishment of bench marks, etc. is required due to negligence or failure of the Contractor to conform to the Specifications and Standards, then charges shall be made to the Contractor, and shall not be reimbursable by the City. The Contractor may be assessed the additional expense for inspection work during overtime or weekend hours should these hours be solely at the convenience of the Contractor.

7) INTEREST OF THE CONTRACTOR:

The Contractor hereby covenants that, at the time of execution of an Agreement with the City, the Contractor shall have no interest, and shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed pursuant to the Agreement. The Contractor further covenants that in the performance of this work, no person having any such interest shall be employed.

8) EXTRAS:

Except as otherwise provided herein, no payment for extras shall be made unless and until such extras and the price thereof have been authorized in writing by the City.

9) OPPORTUNITIES FOR RESIDENTS:

The Contractor covenants and agrees that in the work to be performed under this Contract, the Contractor will take affirmative action to insure that residents of the City of Concord are given maximum opportunity for employment and that business concerns located in, or owned in substantial part by, residents of the City of Concord are to the greatest extent feasible, awarded contracts.

The City may request, in which case the Contractor shall provide, such information as the Owner shall determine is necessary to ascertain the Contractor's conformance with the provisions of this section.

10) EXTRA WORK:

The Contractor shall do any work incidental to the proper completion of the contract not herein otherwise provided for when and as ordered in writing by the City. The amount of compensation to be paid to the Contractor for extra work as so ordered, shall be determined by the City to be one of the following:

By such applicable unit prices, if any, as set forth in the Contract; or

If no such unit prices are so set forth, then by unit prices or by a lump sum mutually agreed to by the City and the Contractor; or

If no such unit prices are so set forth and if the parties cannot agree upon unit prices or a lump sum, then by the actual net cost in money to the Contractor as approved by the City of the materials and of the wages of applied labor required for such extra work, plus such rental of plant and equipment (other than small tools) required and approved for such extra work, plus ten percent (10%). No extra work will be paid for unless specifically ordered as such by the City in writing.

In the case of extra work performed by subcontractors, whether under the specific contract item provided herein, or otherwise approved by the City, the ten percent (10%) added to the reasonable cost of the work will be allowed only to the subcontractor. On such work, an additional five percent (5%) of the reasonable cost (before addition to the ten percent -10%) will be paid to the Contractor for his work in directing the operations of the subcontractor and for any overhead involved.

11) NON-DISCRIMINATION:

Contracts for work under this proposal will obligate the Contractor and the Subcontractors not to discriminate in employment practices. Statements as to non-discriminatory practices may be requested from successful bidders.

12) QUALIFICATIONS OF BIDDER:

The City of Concord may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

13) THE COMMUNITY DEVELOPMENT DEPARTMENT TO DECIDE:

The Community Development Director, or his designee, shall decide all questions which may arise as to the performance, continuity and acceptability of work to be done and all materials to be furnished under this contract, and shall decide all questions which may arise as to the interpretation of plans and specifications used and as to the fulfillment of this contract on the part of the Contractor and as to defects in the Contractor's work. The order, progress and methods of construction shall at all times be satisfactory to the Community Development Director, or his designee. The Contractor shall vie his/her attention constantly to the faithful prosecution of the work, and shall keep the same under his/her personal control.

14) TIME AND MANNER OF DOING THE WORK:

Before any work is begun, the Contractor shall discuss fully with the Community Development Director, or his designee, the order and manner of doing the work and the operating procedure shall at all items comply with the requirements of Community Development Director. Care should be taken to keep private and commercial entrance (i.e. service roads and walkways) interruptions to a minimum and advance notice should be given the occupant when such interruptions are anticipated.

15) GENERAL PROVISIONS:

Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders may be given by the Community Development Director, or his designee, and shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which orders are given.

16) LAWS AND REGULATIONS:

The Contractor shall be fully informed of all state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction authority over the same. If any

discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any such laws, ordinances, regulations, orders or decrees, the Contractor shall forthwith report the same to the Community Development Director, or his designee, in writing. The Contractor shall at all times observe and comply with and shall cause all of the Contractor's agents and employees to observe and comply with such laws ordinances, regulations, orders and decrees; and shall protect and indemnify the City and its officers, agents and servants against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, order or decrees, whether by the Contractor or the Contractor's employees or subcontractors.

17) EXISTING STRUCTURES:

The Contractor shall take full responsibility for maintaining and restoring all existing structures encountered by the Contractor's construction operations, including paving, catch basins, drains, electric light power, telephone poles, gas mains and any other structures encountered above or below ground. Damage to utilities will be repaired by the respective utility and the Contractor will pay all cost of repairs and/or damage incurred. The Contractor shall receive no additional compensation for maintaining, supporting protecting, restoring, and relocating if necessary, all electric light power and telephone poles and lines, and gas mains which are encountered in the Contractor's work.

18) MAINTAIN STREETS PASSABLE:

Unless otherwise specifically permitted by the proper authorities of the City, the Contractor shall at all times maintain the streets passable on which the Contractor's work is being performed. The Contractor shall maintain access to all houses, garages, etc., with the least possible interruption and shall conduct work so that the inconvenience to all property owners adjacent to the work will be at a minimum. All property owners shall be notified in advance if access to their property is to be temporarily interrupted in case of any hardship resulting therefrom, the Contractor shall make suitable arrangements with the property owner to the satisfaction of the Community Development Director or his designee.

19) PERMITS:

The Contractor shall secure all necessary permits from the state and city authorities having jurisdiction in the streets or highways and all other necessary building and construction operations requiring permits, and the Contractor will be required to repair any damage caused by the Contractor's operations to any street, highway or existing structure either above or below ground surface.

20) PERMIT REQUIRED TO EXCAVATE IN OR OPEN A PUBLIC WAY

All applications for a permit to excavate in or open a public way shall include for each permit applied for the fee listed in Schedule I of Article 1-5. An additional fee, as listed in Schedule I of Chapter 1-5, shall be charged for work performed in a public way when the City Engineer determines that the excavation or opening work should have been completed by the date agreed

to in the project schedule established prior to commencement of work. Reference: City Code of Ordinances, Hapter 5, Article 5-1-4.

21) USE OF HIGHWAYS:

The use of state, city and town highways for hauling construction equipment or materials involved in the work will be subject to the rules and regulations of the state highway department, city or town governing such use by contractors and the Contractor shall comply with all such rules and regulations.

22) BARRICADES, DANGER, WARNING AND DETOUR SIGNS:

The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient warning lights, danger signals and signs, provide flaggers in numbers as required, and shall take all necessary precautions for the protection of the work and the safety of the public. The Contractor will be required to conduct all operations so as to keep traffic moving steadily and to avoid traffic tie-ups. Highways closed to traffic shall be protected by adequate barricades on which suitable and acceptable warning and detour signs shall be placed and maintained.

As a further precaution, the Contractor shall keep, from any city land or easements at the site of work, all persons not directly connected with the work or authorized by the Community Development Director, or his designee, to be in the work area.

23) ACCESS TO WORK:

Authorized agents and employees of the city may, at any time and for any purpose, enter upon the work and premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefor. Other contractors of the Community Development Department, federal, state and city officials and landowners may also, for all the purposes which may be required by their agreements and contracts, enter upon the work and premises used by the Contractor and other contractors of the Community Development Department, state or landowners in regard to their work as determined by the Community Development Department.

24) SITE MANAGEMENT, DUST CONTROL, ETC.:

The Contractor shall maintain the site of the work in a reasonable condition, shall avoid or promptly remove accumulations of dirt, debris, etc., from highways and storage areas, shall control the creation of a dust nuisance, shall limit noise, and vibration and take such other measures as may be reasonable or proper to avoid undue nuisance to surrounding property owners.

25) ALL WORK TO BE INSPECTED:

Proper notice shall be given the Community Development Director, or his designee, by the Contractor of the times and places the Contractor intends to do work. All work is subject to inspection by the Community Development Director or his designee. Any work which is done contrary to the direction of the Community Development Director, or his designee, shall be considered unauthorized. If such unauthorized work is not accepted by the Community Development Director, or his designee, the Contractor shall agree to remove and replace such unauthorized work at the Contractor's own expense to the satisfaction of the Community Development Director, or his designee, when directed to do so.

26) CLEANING UP OR RESTORATION WORK:

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's employees or work, or the employees or work of any of the Contractor's subcontractors.

27) EMERGENCY REPAIRS, ETC.:

If, in the opinion of the Community Development Director, or his designee, at any time while the Contractor is responsible for the work or maintenance thereof, any emergency exists because of the Contractor's work, the Community Development Director, or his designee, may direct the Contractor or the Contractor's representative to remedy the difficulty immediately. If the Contractor or Contractor's representative is not present or is not immediately available or able to receive such orders or to perform the emergency services needed, or fails to act following such notice, the Community Development Director, or his designee,, acting for the City, may cause such defects to be corrected by such person(s) or means as he/she may elect, and the Contractor shall reimburse the City of any expense incurred by it in performing such work. The City may deduct from any sum or sums due or to become due to the Contractor such sum or sums as may be proper to reimburse the City of such expense(s), or may collect the costs of such work by other means.

28) ACT OR FAILURE TO ACT ON PART OF COMMUNITY DEVELOPMENT DIRECTOR DOES NOT REDUCE LIABILITY OF CONTRACTOR:

Given notice, or failure to give notice, or acting as authorized in the preceding sections, or failure to so act on the part of the Community Development Director, or his designee, or any questions as to the adequacy of the notice by the Community Development Director, or his designee,, or of his acts or those of the City as provided in those sections shall not in any way relieve the Contractor from any part of the Contractor's responsibility or liability for performing any and all of the acts and assuming any and all of the risks, duties and liabilities which the Contractor is obligated to perform or assume.

29) OSHA REGULATIONS:

The Contractor shall follow and shall maintain all safety standards as prescribed by OSHA without exception. The Community Development Director, or his designee, shall require strict adherence to all safety rules and regulations. The Federal Register Number for Contractor reference is Vol. 37, Part 262 (or the most current number). The Federal Register Number for construction work for reference is Vol. 37, Part 243 (or the most current number).

Island Shores and Mast Yard West Boiler Replacement Program

BACKGROUND AND SPECIFICATIONS

Program Background

Recent fires in the condominium complexes have been linked to the older wall mounted boilers currently in place. With the aid of a Federal Community Development Block Grant the City will be assisting homeowners with the cost to replace the boilers. Owners may pay all or only a portion of the new boiler cost. The City will provide administrative oversight for the project. **Contract award shall be contingent upon approval of the grant.**

Type and Number of Housing Units

Contractor's are to assume that every housing unit is the same as the sample units provided for inspection. Any deviations will be addressed per change order once the contract is awarded. We expect there to be at least 35 boilers replaced and if funding allows as many as 70. Payment shall be made for each existing boiler removed and disposed of and delivery and installation of each new gas fired boiler.

The average unit size in Island Shores Estates is 1,098 square feet and the average unit size in Mast Yard West is 824 square feet.

The points of contact to visit a sample unit in each location are:

Island Shores Estates: Theresa Robinson: (603) 731-3226; and
Mast Yard West: Ken Shepard: (603) 228-2151 x307

Specifications

Remove existing wall mounted boilers and dispose of to code legal landfill. Install new gas fired boiler, appropriately sized to heat the housing unit. Connect to existing heat loops. Installation shall include all power and control wiring needed for operation, circulation pump, water supply, gas supply and venting to meet local Code. All permits are the responsibility of the contractor. System must be able to maintain 70 degrees F indoor temperature when outside temperature is -10 degrees F. The minimum AFUE rating shall be 85, carry a manufacturers warranty of at least 10 years and contractor warranty for labor of one year from the date installed.

BID SUBMISSION CHECKLIST

In order to be considered responsive, each prospective contractor must submit the following documents, **in one (1) original and one (1) identical copy**, as part of his/her bid:

1. Bid Sheet
2. 5% Bid Bond
3. Specifications Exception Form
4. Alternate W9 Form
5. City of Concord Indemnification Agreement
6. Qualification Statement

The successful contractor must submit, prior to contract signing, the following documentation:

1. 100% Payment Bond
2. 100% Performance Bond
3. Insurance Certificate (Naming the City of Concord as an **Additional Insured**) that meets the minimum requirements for coverage

CITY OF CONCORD, NEW HAMPSHIRE
BID SHEET
B21-07, BOILER REPLACEMENTS

THE UNDERSIGNED HEREBY OFFERS TO REMOVE AND DISPOSE OF EXISTING WALL MOUNTED BOILERS AND PROVIDE, DELIVER AND INSTALL THE FOLLOWING NEW GAS FIRED BOILERS IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN B21-07, FOR THE FOLLOWING NOT-TO-EXCEED PRICES:

1. COSTS FOR A TOTAL OF 1-35 NEW GAS FIRED BOILERS AT ISLAND SHORES ESTATES AND MAST YARD WEST:

A. COST PER EACH FOR NEW GAS FIRED BOILERS AT ISLAND SHORES ESTATES:

_____ DOLLARS \$ _____
TOTAL PROPOSAL PRICE WRITTEN FIGURES

B. COST PER EACH FOR NEW GAS FIRED BOILERS AT MAST YARD WEST:

_____ DOLLARS \$ _____

2. INCREMENTAL COST FOR EACH ADDITIONAL NEW GAS FIRED BOILER BETWEEN 36 AND 70 AT ISLAND SHORES ESTATES AND MAST YARD WEST:

A. COST PER EACH FOR NEW GAS FIRED BOILERS AT ISLAND SHORES ESTATES:

_____ DOLLARS \$ _____
TOTAL PROPOSAL PRICE WRITTEN FIGURES

B. COST PER EACH FOR NEW GAS FIRED BOILERS AT MAST YARD WEST:

_____ DOLLARS \$ _____

3. DETAILED INFORMATION ABOUT GAS FIRED BOILERS AT ISLAND SHORES ESTATES:

MANUFACTURER OF GAS FIRED BOILER AT ISLAND SHORES ESTATES:

MODEL OF GAS FIRED BOILER AT ISLAND SHORES ESTATES: _____

LENGTH OF MANUFACTURER'S WARRANTY PERIOD FOR GAS FIRED BOILERS AT ISLAND SHORES ESTATES:_____MONTHS

WARRANTY COVERAGE FOR GAS FIRED BOILERS AT ISLAND SHORES ESTATES (i.e. Parts, Labor, Travel etc):

LENGTH OF WARRANTY PERIOD FOR CONTRACTOR'S LABOR AT ISLAND SHORES ESTATES:_____MONTHS.

4. DETAILED INFORMATION ABOUT GAS FIRED BOILERS AT MAST YARD WEST:

MANUFACTURER OF GAS FIRED BOILER AT MAST YARD WEST:

MODEL OF GAS FIRED BOILER AT MAST YARD WEST:_____

LENGTH OF MANUFACTURER'S WARRANTY PERIOD FOR GAS FIRED BOILERS AT MAST YARD WEST:_____MONTHS

WARRANTY COVERAGE FOR GAS FIRED BOILERS AT MAST YARD WEST (i.e. Parts, Labor, Travel etc):

LENGTH OF WARRANTY PERIOD FOR CONTRACTOR'S LABOR AT MAST YARD WEST:_____MONTHS.

5. MOBILIZATION REQUIREMENTS:

NUMBER OF CALENDAR DAYS NEEDED BEFORE BOILER INSTALLATIONS AT ISLAND SHORES ESTATES AND MAST YARD WEST CAN BEGIN AFTER RECEIPT OF ORDER (ARO) FROM THE CITY:_____

NUMBER OF CALENDAR DAYS NEEDED TO COMPLETE BOILER INSTALLATIONS AT ISLAND SHORES ESTATES AFTER WORK BEGINS: _____

NUMBER OF CALENDAR DAYS NEEDED TO COMPLETE BOILER INSTALLATIONS AT MAST YARD WEST AFTER WORK BEGINS: _____

6. OTHER ITEMS:

1. LOCATION WHERE WARRANTY SERVICE WILL BE DISPATCHED FROM: _____

2. VALUE ADDED SERVICES OFFERED AT NO ADDITIONAL COST TO THE CITY:

3. CONTRACTOR AGREES TO EXTEND THE SAME BID PRICES AND TERMS AND CONDITIONS TO RESIDENTS OF BOTH LOCATIONS WHO ARE NOT INCOME ELIGIBLE FOR SUBSIDIZED FUNDING: _____YES; _____NO. THIS WOULD BE DONE BY SEPARATE CONTRACT BETWEEN THE HOMEOWNER AND CONTRACTOR.

4. IF THE ANSWER TO #3 ABOVE IS NO, WHAT PRICING AND TERMS AND CONDITIONS WILL THE CONTRACTOR EXTEND TO RESIDENTS OF BOTH LOCATIONS NOT ELIGIBLE FOR SUBSIDIZED FUNDING? _____

THE UNDERSIGNED ACKNOWLEDGES:

1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE VENDOR SUBMITTING THIS BID
2. THE RECEIPT OF THE FOLLOWING ADDENDA _____
3. THE FIRM SUBMITTING THIS BID HAS NEVER DEFAULTED ON ANY MUNICIPAL, COUNTY, STATE, FEDERAL OR PRIVATE CONTRACT

COMPANY: _____

SIGNED BY: _____

PRINTED OR TYPED NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

CELL PHONE NUMBER: _____ PAGER: _____

PRIMARY POINT OF CONTACT: _____

PAYMENT TERMS AND CONDITIONS: _____

PLEASE FILL OUT, SIGN AND RETURN TO:

The City of Concord
Douglas B. Ross, Purchasing Agent
41 Green Street
Concord, NH 03301
603-225-8530
603-230-3656 (Fax)
dross@onconcord.com

Due Date/Time: October 12, 2006 Not Later Than 2:00 PM

IN AN EFFORT TO BETTER REACH ALL PROSPECTIVE VENDORS, PLEASE ASSIST US BY PROVIDING AND RETURNING, WITH YOUR BID, THE FOLLOWING INFORMATION:

HOW DID YOU LEARN ABOUT THIS INVITATION FOR BIDS (IFB)? PLEASE CHECK ALL THAT APPLY:

- _____ LEGAL NOTICE IN THE CONCORD MONITOR
- _____ PURCHASING PAGE OF THE CITY INTERNET WEB SITE
- _____ ADVERTISEMENT ON CONCORD CABLE TV (CCTV-Channel 17)
- _____ POSTING ON CITY HALL BULLETIN BOARD
- _____ SUBSCRIPTION TO A CONSTRUCTION REPORTING SERVICE
- _____ Please identify the reporting service:_____
- _____ CITY SENT THE IFB TO MY FIRM
- _____ OTHER, PLEASE IDENTIFY:_____

THANK YOU FOR YOUR ASSISTANCE.

CITY OF CONCORD, NEW HAMPSHIRE
SPECIFICATIONS EXCEPTION FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Concord to ferret out information concerning the materials which you intend to furnish.

If your proposal does not meet all of our specifications you **must** so state in the space provided below:

Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your proposal bond, if submitted.

Signed: _____
I DO meet specifications

Signed: _____
I DO NOT meet specifications as listed in this proposal; exceptions are in the space provided.

Failure to submit this form with your Bid may result in your Bid being rejected as unresponsive.

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/>	Exempt from backup withholding <input type="checkbox"/>
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	City of Concord Finance Department 41 Green Street Concord NH 03301
List account number(s) here (optional)	

Part I	Taxpayer Identification Number (TIN)
---------------	--------------------------------------

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number –	Employer identification number –
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Part II	Certification
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Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Sign Here	Signature of U.S. Person	Date:
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Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

CITY OF CONCORD, NEW HAMPSHIRE

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE,
AND IS
HEREBY A
PROVISION OF ANY CONTRACT**

The successful contractor agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY_____

TAXPAYER IDENTIFICATION NUMBER_____

AUTHORIZED SIGNATURE_____

ADDRESS_____

TELEPHONE_____

TOLL-FREE NUMBER_____

FAX NUMBER_____

E-MAIL ADDRESS_____

Failure to submit this form with your Bid may result in your Bid being rejected as unresponsive.

QUALIFICATION STATEMENT

The undersigned submits answers to the following questions to enable the City of Concord to judge experience and ability in, and facilities for, the work proposed to be done.

1. The work, if awarded to you, will have the resident personal supervision of whom?

State his/her name, title, and their special qualifications:

2. Describe equipment you propose to furnish. (a) your own; (b) rented:

a.

b.

3. How many years has your organization been in business as a contractor under the name in which you propose to execute this contract?

4. Has your present organization ever failed to complete any work awarded to it? If so, state when, where and

why: _____

5. Provide three (3) references (to include name, address, telephone number and point of contact) for contracts that you currently have or have completed with a scope of work similar to that detailed by RFP21-07:

City of Concord, New Hampshire
B21-07, BOILER REPLACEMENTS
Insurance Requirements for All Contractors

Additional Coverage is Required if Checked Minimum
Limits Required

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000

- Occurrence
- Claims Made

Additional Coverage to Include

- Owners & Contractors' Protective – Limit NA
- Underground/Explosion and Collapse

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
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- Any Auto, Symbol 1
- Include Employees as Insured

Additional Coverage to include:

- Garage Liability NA
- Garage Keepers Legal Liability NA

Workers Compensation

NH Statutory including Employers Liability
 - Each Accident/Disease-Policy Limit/Disease-Each Employee
 \$100,000/\$500,000/\$100,000

Commercial Umbrella

May be substituted for higher limits required above	NA
<input type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

Other

- 1. Professional/Errors & Omissions NA
- 2. Builders Risk – Renovation Form
 - All Risk completed value form including Collapse NA
 - Sublimit for Soft Cost Coverage NA
- 3. Installation Floater (Equipment) NA
- 4. Riggers Liability NA
- 5. Environmental – Pollution Liability NA
- 6. Aviation Liability NA
- 7. Watercraft – Protection & Indemnity NA

The City of Concord must be named as Additional Insured

NOTICE OF AWARD

Dated _____, 2006

TO: _____

ADDRESS: _____

CITY'S PROJECT NO.: B21-07

PROJECT: BOILER REPLACEMENTS

CITY'S CONTRACT NO.: B21-07

CONTRACT FOR: BOILER REPLACEMENTS

You are notified that your Bid dated _____, 2006 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract to remove and dispose of existing wall mounted boilers and provide, deliver and install _____ gas fired boilers. All terms, conditions, specifications and prices shall be in accordance with the CITY'S bid documents, B21-07, Boiler Replacements, and the CONTRACTOR'S bid opened and publicly read on September 22, 2006.

The not-to-exceed lump sum contract Price of your contract shall be:

_____ Dollars (\$) _____).

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, which is by _____, 2006. You must deliver to the CITY:

1. One fully executed counterpart of the Agreement.
2. The Contract Security (100 % Payment and Performance Bonds) and Insurance Certificate(s) as specified in the Notice to Contractors and General Conditions.

Failure to comply with these conditions within the time specified will entitle the CITY to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) calendar days after you comply with those conditions, the **CITY** will return to you one fully signed counterpart of the Agreement, a purchase order and Notice to Proceed and return your bid bond security.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

Douglas B. Ross, Purchasing Agent
(NAME/TITLE)

Copy to COMMUNITY DEVELOPMENT DEPARTMENT

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2006 by and between The City of Concord, New Hampshire, hereinafter called “**CITY**” and _____ doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called “**CONTRACTOR**”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** will commence and to remove and dispose of all existing wall mounted boilers and provide, deliver and install _____ new, gas fired boilers at Island Shores Estates and Mast Yard West. All terms, conditions, specifications and prices shall be in accordance with the **CITY’S** bid documents (B21-07, Boiler Replacements) and the **CONTRACTOR’S** bid opened and publicly read on September 22, 2006.
2. The **CONTRACTOR** will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the **WORK** as detailed by B21-07.
3. The **CONTRACTOR** will commence the work required by the **CONTRACT DOCUMENTS** within _____ calendar days after the date of the **NOTICE TO PROCEED**. Completion time for the project will be not later than _____ calendar days thereafter.
4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** for a total of _____ gas fired boilers and comply with the terms therein for the following not-to-exceed price:

_____ Dollars (\$ _____)
Written Figures

Payment shall be made for each existing boiler removed and disposed of and each new boiler provided, delivered and installed.

5. The term “**CONTRACT DOCUMENTS**” means and includes the following:
 - (A) ADVERTISEMENT FOR BIDS
 - (B) INVITATION FOR BIDS
 - (C) GENERAL TERMS AND CONDITIONS
 - (D) INSTRUCTIONS TO BIDDERS

- (E) BACKGROUND AND SPECIFICATIONS
- (F) BID SUBMISSION CHECKLIST
- (G) BID SHEET
- (H) SPECIFICATIONS EXCEPTION FORM
- (I) ALTERNATE FORM W-9
- (J) INDEMNIFICATION AGREEMENT
- (K) INSURANCE CERTIFICATE
- (L) BID BOND
- (M) PERFORMANCE AND PAYMENT BONDS
- (N) LETTER OF AWARD
- (O) NOTICE OF AWARD
- (P) AGREEMENT
- (Q) NOTICE TO PROCEED
- (R) CITY OF CONCORD PURCHASE ORDER
- (S) ADDENDA:

No. _____, dated _____, 2006
 No. _____, dated _____, 2006

6. The **CITY** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Terms and Conditions such amounts as required by the **CONTRACT DOCUMENTS**. Retention from progress payments will be in accordance with the General Terms and Conditions.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS HEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

CITY:

CITY OF CONCORD, NEW HAMPSHIRE

BY _____

Name/Title: Douglas B. Ross, Purchasing Agent

(SEAL)

ATTEST:

Name _____

Title _____

CONTRACTOR:

By _____

Name _____

(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____

(Please Type)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY'S PROJECT NO.: B21-07

PROJECT: BOILER REPLACEMENTS

CITY'S CONTRACT NO.: B21-07

CONTRACT FOR: BOILER REPLACEMENTS

(Name of Contractor)

You are notified that the Contract Time under the above contract will commence to run upon receipt of this Notice to Proceed. You are to start performing your obligations under the Contract Documents within _____ calendar days of the date of this Notice to Proceed. In accordance with the Agreement, the boiler installations shall be complete within _____ calendar days thereafter.

Before you may start any Work at the site the General Terms and Conditions provides that you must deliver to the CITY:

1. Certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.
2. A Payment Bond in the amount of 100% of the bid price.
3. A Performance Bond in the amount of 100% of the bid price.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

By _____
(Authorized Representative)

Douglas B. Ross, Purchasing Agent
(NAME/TITLE)

COPY TO COMMUNITY DEVELOPMENT DEPARTMENT

Finance Department

Purchasing Division

**CITY HALL 41 GREEN STREET Concord, NH 03301
(603)225-8530 FAX(603)230-3656**

City of Concord, New Hampshire



Reference: B21-07

If you choose not to bid, please complete the questionnaire below and return it with your response by the bid opening date. Your assistance in helping us to analyze no bid rationale is very much appreciated. Thank you.

* * * * * No Bid Questionnaire * * * * *

A no bid is submitted in reply to the City of Concord Invitation for Bids, B21-07, Boiler Replacements for the following reasons:

- _____ Item not supplied by our company.
- _____ Bid specification (give reason(s), e.g., too restricted, not clear, etc.): _____
- _____ Profit margin on municipal bids too low.
- _____ Past experience with City of Concord (give specifics, e.g., payment delay, bid process, administrative problems, etc) _____
- _____ Insufficient time allowed to prepare and respond to bid request.
- _____ Bid requirement too large _____ or too small _____ for our company.
- _____ Priority of other business opportunities limit time/other resources available to deliver or perform according to bid specifications.
- _____ Other reason(s), please specify: _____

Company Name and Address: _____

Phone: () _____

(Signature)

(Typed/Printed Name & Title)