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**Town of New Durham, New Hampshire**  
**Invitation to Bid**  
**New Durham Highway Department Road Agent Truck**

The Town of New Durham, NH is soliciting a competitive bid;

1. Bid: 4 WD Truck, with V-Plow
2. Bid Submission Options- Hard Copy, or Electronically;
  - a. Submit Hardcopy via USPS, FEDEX, UPS, or by hand: Town of New Durham Highway Garage, 56 Tash Road, PO Box 207, New Durham NH 03855. Clearly labeled "Town of New Durham DPW Road Agent Truck" on package.
  - b. Submit Electronically via email: [nddpw@newdurhamnh.us](mailto:nddpw@newdurhamnh.us) Include email subject line "Town of New Durham DPW Road Agent Truck" It is the bidder's responsibility to ensure proper email submission of bid.
3. Bid Receipt Date & Time: No later than Thursday, September 8, 2022, at or before 3:00 PM
4. Bid Opening Date: Bids will be opened and publicly read on Monday September 12<sup>th</sup>, 2022, at the Town Hall, 4 Main Street at 1pm.
5. Bid Specifications, Questions, Addendums (Q&A): Bid specifications can be viewed from the Town's website at [www.newdurhamnh.us](http://www.newdurhamnh.us) or picked up at the Highway Garage located at 56 Tash Road New Durham, NH 03855. Questions can be answered by calling Road Agent Will Cardinal at (603) 859-8000 or by emailing [nddpw@newdurhamnh.us](mailto:nddpw@newdurhamnh.us). Appointments with the Road Agent for questions or to discuss the bid specifics must be made at least 24 hours ahead of time.
6. Bid Results: Bid will be Selected at the September 15, 2022, Select Board Meeting at 6:00PM located at Town Hall and viewable on Town Hall Streams. The Town of New Durham reserves the right to accept, reject, modify, or negotiate any and/or all proposals or any portion thereof in the best interest of the Town of New Durham.

**Town of New Durham, New Hampshire  
Invitation to Bid**

**New Durham Highway Department Road Agent Truck**

The Town of New Durham, New Hampshire is accepting bids for a Highway Department 4WD Truck, with V-Plow with minimum specifications below or equivalent. Pages 1-3 must be completed and returned.

| <b>To include all manufacturer's standard features</b>                                  | YES | NO |
|-----------------------------------------------------------------------------------------|-----|----|
| 1. Pickup Box Length 8-foot Styleside                                                   |     |    |
| 2. Automatic Transmission                                                               |     |    |
| 3. Power, ABS, All Wheel Brakes                                                         |     |    |
| 4. Power Steering                                                                       |     |    |
| 5. Axel-Auto Locking Front Hubs (Shift on the fly) – 4WD only                           |     |    |
| 6. Air Conditioning (Factory)                                                           |     |    |
| 7. Cruise Control (Factory)                                                             |     |    |
| 8. Intermittent Wipers                                                                  |     |    |
| 9. AM/FM Radio                                                                          |     |    |
| 10. Floor Mats/Cover (Factory) – Vinyl                                                  |     |    |
| 11. Tires—All Seasonal Radial, 16/LT235 with Matching Spare                             |     |    |
| 12. Daytime Running Lights                                                              |     |    |
| 13. Seats—Front Bench—Vinyl – 40-20-40 or Driver's Seat & Dual Occupant Folding Forward |     |    |
| 14. Seats—Rear Seat for Extended/Crew – Vinyl – Belts and Head Restraints               |     |    |
| 15. Mirrors—Outside Right and Left—Low Mount Minimum 5" x 7"                            |     |    |
| 16. Suspension—Manufacturer's Standard                                                  |     |    |
| 17. Bumpers—Front Standard, Painted—Rear Step                                           |     |    |
| 18. Heavy Duty Battery—Minimum 500 CCA                                                  |     |    |
| 19. Heavy Duty Alternator—Minimum 95 AMP                                                |     |    |
| 20. Axle Ratio—Gasoline—between 3.42 to 3.73:1; Diesel—between 3.31 to 3.73             |     |    |
| 21. Fuel Capacity Minimum 26 Gallons                                                    |     |    |
| 22. Plow Prep Package for 4WD                                                           |     |    |

| <b>To include specifications for V-Plow:</b>                | YES | NO |
|-------------------------------------------------------------|-----|----|
| 1. Blade Width: 8' 6"                                       |     |    |
| 2. Blade Height: 29" at Center, 31" at End                  |     |    |
| 3. Blade Gauge: 14                                          |     |    |
| 4. Trip Springs: 4                                          |     |    |
| 5. Ribs: 12                                                 |     |    |
| 6. Lift Cylinder: 1.5" x 10"                                |     |    |
| 7. Angling Rams: 1.75" x 11"                                |     |    |
| 8. Plowing Width: 7'5" Full Angle, 7'1" Scoop, 7' 7" Full V |     |    |
| 9. Approximate Weight: 899 lbs.                             |     |    |
| 10. Cutting Edge: 3/8" x 6"                                 |     |    |
| 11. Mount Type: Minute Mount                                |     |    |

**Town of New Durham, New Hampshire  
 Invitation to Bid  
 New Durham Highway Department Road Agent Truck  
 Bid Conditions**

The Bidder understands that the Town reserves the right to reject any and all bids and to waive any informality in the Bidding for any reason which the Town determines to be in the best interest of the Town. The Bidder agrees that the Bid shall be valid and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids. Upon receipt of written notice of acceptance of this Bid, the Bidder shall execute the formal Contract, and deliver the Contract to the Town within 10 days. This Bid may be accepted by the Town at any time within 60 days of the opening of Bids. In case this Bid shall be accepted by the Town, and the undersigned shall fail to execute the Contract within 10 days from the date of Notice of Award of the Contract, the undersigned shall forfeit the bid.

**Vendor Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Total should include price of vehicle, attachments, and accessories.**

| Option | Vehicle Make | Vehicle Model | Vehicle Year | Total Bid Amount | Notes |
|--------|--------------|---------------|--------------|------------------|-------|
| 1      |              |               |              |                  |       |
| 2      |              |               |              |                  |       |
| 3      |              |               |              |                  |       |

**Vehicle will be available for \*delivery or pick-up on this date:** \_\_\_\_\_

**\*If fee for delivery, total fee:** \_\_\_\_\_

**Location of vehicle for pick-up:** \_\_\_\_\_

**Additional Warranties:** \_\_\_\_\_

\_\_\_\_\_

**Bid results will be available by request via email at the following address: [nddpw@newdurhamnh.us](mailto:nddpw@newdurhamnh.us)**

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## General Provisions

1. Each bid shall be submitted in a sealed envelope clearly identified with the Bidder's name and marked "Town of New Durham DPW Road Agent Truck" and will be received in the Highway Garage, 56 Tash Road, PO Box 207, New Durham NH 03855, at or before 3PM, Thursday September 1<sup>st</sup>, 2022.
2. There are no accurate estimates of the quantities of work to be performed under this Contract, and any variation in quantities shall not be as valid grounds for any claim for damages or loss of profits or change orders. The Town specifically reserves the right to contract any quantity of item if desirable, to keep expenditures within available funds. The quantity of work as given for each item in the proposal attached thereto are only approximate and are assumed solely for the comparison of proposals.
3. Bids will be opened and publicly read on Monday September 5<sup>th</sup> at the Town Hall, 4 Main Street at 1pm. Bids when opened shall be irrevocable for a period of 60 calendar days following the bid-opening date. Following a review of the bids by staff, the Board of Selectmen will award the bid at a regular public meeting on Thursday, September 15, 2022.
4. The Town of New Durham reserves the right to accept, reject, modify, or negotiate any and/or all proposals or any portion and to waive defects in form of minor irregularities thereof in the best interest of the Town of New Durham.
5. The bid price shall not include Federal or State taxes. If such are applicable, the successful Bidder shall furnish the Town with the necessary tax-exempt forms in triplicate upon submission of the invoice.
6. The Bidder shall not, directly, or indirectly, enter into any agreements, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with this bid.
7. The successful Bidder shall not use the name of the Town in any advertising without first obtaining written permission from the Board of Selectmen.
8. Any changes to the provisions or specifications of this Bid shall be made by written addendum issued no later than 4 working days prior to the bid opening date. Prospective Bidders shall have complete responsibility for being aware of all addenda.
9. The Bidder's attention is drawn to the fact that they shall observe and comply with all applicable Federal and State Laws and Regulations, Town Ordinances and the Town's purchasing policy, and these shall apply to the contract the same as though written out herein in full, and the Contractor shall indemnify the Town and its representative against any claim or liability arising from or based on any such law, ordinance, rules and regulation by themselves or by their employees. The successful Bidder shall notify the Town immediately if these bid documents are at variance with any laws or regulations.
10. The Town may make such investigations as it may deem necessary to determine the ability of the Bidder to perform the services to provide goods, and the Bidder shall furnish the Town all such information for this purpose that the Town may request. The Town reserves the right to reject all bids if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

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11. The Contractor shall secure and pay for all permits and licenses for the work in accordance with the bid documents, contract and specifications required for a complete finished job.

12. The Contractor acknowledges that it is an independent Contractor responsible for its own acts and performance under the Contract, including the acts of its employees and performance of its equipment. In addition to maintaining the required insurance under this Contract, the Contractor to the fullest extent permitted by law, shall protect, indemnify, save, defend and hold harmless and exempt the Town, its officers, officials, agents, volunteers and employees (“Indemnified Parties”) from and against any and all liabilities, obligations, claims, damages, penalties, causes of actions, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated by reason of any accident, bodily injury, personal injury, death of person, or loss of or damages to property, arising indirectly or directly under, in connection with, or as a result of this agreement or the activities of the contractor and even if caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties. In addition, and regardless of respective fault, the Contractor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and Approved 2012 liabilities arising out of a claim, charge or determination that the Contractor’s officers, employees, contractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

13. The Bidder shall, in the employment of labor, comply with the laws of the State of New Hampshire, including but not limited to Chapter 275, RSA, as amended, “Hours of Labor”, Chapter 279, RSA as amended, “Minimum Wage Law”.

14. Insurance: At the time of the execution of the Contract, the Contractor shall present to the Board of Selectmen, proof of the required Liability Insurance Coverage. The Contractor shall provide proof of commercial general liability insurance, including completed operations coverage, with limits of \$1,000,000.00 per occurrence and \$5,000,000.00 aggregate, and shall add the Town to the policy as an additional insured by way of amendatory endorsement and certificate or insurance. The liability insurance shall contain contractual liability coverage applicable to the indemnification obligations of the contractor. Contractor shall provide proof of acceptable automobile insurance applicable to activities in connection with the project, as well as workers compensation insurance applicable to its employees. The Town shall not be required to indemnify or insure the contractor.

15. The Bidder is to submit Proposal on attached “Bid Sheet” for “Unit Prices”.

16. Upon receipt of written notice of acceptance of their bid, the successful Bidder shall execute and deliver the formal contract, attached, within ten calendar days to the Town.

17. Work on this project shall commence as soon as the Town has roads prepared and after signing of the contract and shall be completed in its entirety prior to October 30, 2022.

18. Each Bid must be accompanied by Bid Security, payable to the Town of New Durham, in the amount of \$300.00 (three hundred dollars). Acceptable types of Bid Security include, but are not limited to: Bid Bonds, guaranteed by a surety acceptable to the Town, certified check or money order, cash, or letters

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of credit in a form acceptable to the Town. Such Bid Security will be returned to all Bidders within five working days after the Town and the accepted Bidder have executed the Contract, or if no Contract is executed, within sixty calendar days after the date of opening the bids, upon demand of the bidder at any time thereafter, so long as they have not been notified of the acceptance of their bid.

19. Prior to starting the work, the successful Contractor must deliver to the Town an executed Performance Bond as security in the amount of 100% of the contract price, as security for the faithful performance of his Contract and the payment of all persons performing labor or furnishing materials in connection therewith, prepared in the form of a Performance & Payment Bond attached hereto, and having a surety thereon such surety company or companies are as approved by the Town, and as are authorized to transact business in the State of New Hampshire. Such bond shall acknowledge and permit and occupancy of the project or any portion thereof prior to formal acceptance by the Town.

20. The successful Bidder, upon their failure or refusal to execute and deliver the Contract and security, if required, within ten calendar days after they have received notice of the acceptance of their bid, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposited with their bid.

21. The Bidder will guarantee the work and materials and the work and materials of all subcontractors for a period of one year from the date of acceptance of the work by the Town and agree to leave the work in perfect order at completion. Neither the final certificate of payment nor any provision in the Contract documents shall relieve them of responsibility for negligence, or faulty materials, or workmanship within the extent and period provided by law, and upon written notice they shall remedy any defaults due thereto and pay all expenses for any damage to work resulting there from. It is hereby specifically agreed and understood that this guarantee shall not include any cause or causes other than defective work or materials. It is further understood that the Board of Selectmen shall be the final judge as to whether any defect is a defect in workmanship and/or materials, which is the Bidder's responsibility.

22. The Contract Documents shall include, may not be limited to: the "Invitation to Bid"; "General Provisions"; "Specifications"; "Bid Security"; "Performance Bond"; "Bid Sheet"; "Proposal" "Change Orders"; "Drawings" (if any); "Notice to Proceed"; "Notice of Award"; any issued addenda and the final executed "Contract Agreement". Approved 2012 The intent of these documents is to include all labor, materials, appliances, and services of every kind necessary for the proper execution of the work and the terms and conditions of payments shall be as binding as if called for by all.

23. A complete understanding of the conditions as they exist is required by a careful personal examination of the work at the site. The Contractor also shall carefully examine the Specifications and the Contract forms of the work contemplated. The Contractor shall not, at any time after the execution of the Contract, set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall it claim any misunderstanding in regard to the nature, conditions, or character of the work to be performed under this contract, and it shall assume all risks resulting from any change in the conditions which may occur during the progress of the work.

24. The Town shall make payment on account of the Contract as follows: The Contractor shall invoice the Town for the work completed. After receipt of the Contractor's invoice by the Town, the Town's agent shall inspect the premises and if the work has been completed in accordance with the Contract

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Documents, the Town will make payment on or within thirty days of the approved amount of the invoice. Before final payment is made to the Contractor, it shall submit evidence satisfactory to the Board of Selectmen that all payrolls, material bills and other indebtedness connected with the work have been paid.

25. After execution of the Contract, there shall be no changes in the Bid Documents except by a written amendment executed in the same manner as the Contract or by Change Order as described below:  
Change Orders: A. The Town, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum, and the Contract time being adjusted accordingly. All such changes in the work shall be executed under the applicable conditions of the Contract Documents. B. A change order is a written order to the Contractor signed by the Board of Selectmen or their designee and the Contractor, after execution of the Contract, authorizing a change in the work and/or an adjustment in the Contract time. C. The terms of any change order shall be mutually agreed to by the Contractor and the Board of Selectmen.

26. The entire work contemplated by the Contract shall be under the supervision of the Board of Selectmen, or their agents so designated, and all questions concerning the prosecution of the work shall be referred to and decided by them.

27. Determination and Extension of Contract Time: It is an essential part of the Contract that the Contractor shall perform fully, entirely and in an acceptable manner, the work under Contract within the time stated in the Contract. If the Contractor finds it impossible for reasons beyond its control to complete the work within the Contract time, it shall make a written request to the Board of Selectmen for an extension of time setting forth the reasons which it believes will justify the granting of its request. The Contractor's plea that insufficient time was specified is not a valid reason for an extension of time. If the Board of Selectmen finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, including but not limited to acts of God, utility relocations, strikes, delays in delivery of critical materials, and work requiring specialists for whose starting time a reasonable latitude must be allowed, the Board of Selectmen may extend the time for completion in such amounts as conditions justify. When extension of the Contract time is required due to delays in the delivery of critical materials, sufficient evidence must be furnished to the Town at the time the delay occurs showing that such delay results from the materials being unavailable by reason of unusual market conditions such as industry-wide strike, natural disaster or an area-wide shortage which arises after bids are taken and which prevents the procurement of materials within the allowable time of limitations. Delays due to slow delivery from a source of supply when the required materials are available elsewhere will not be considered as justification for an extension of time.

28. Failure to Complete on Time: For each day that any work shall remain uncompleted after the Contract time specified for completion of the work, including extensions, the fixed daily charge specified below will be deducted from any money due the Contractor, not as a penalty, but as liquidated damages. Permitting Approved 2012 the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Town of any of its rights under the Contract. The Board of Selectmen may waive such portions of the liquidated damages as may occur after the work is in condition for safe and convenient use. The fixed, agreed liquidated damages shall be \$500.00 per day.

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29. The Town may withhold any amount of money otherwise due the Contractor to offset such liquidated damages and the Contractor and its Surety shall be liable to the Town for all additional liquidated damages as provided herein.

30. Assignment: The Contractor shall not assign, sublet, or transfer its interest in this agreement without written consent of the Town of New Durham.

31. The Contractor shall commence work under this Contract as specified in the Notice to Proceed at those locations specified by the Town. And the work shall be completed by the date specified in the Notice to Proceed. The Contractor shall not commence work until a conference has been held at which representatives of the Contractor and the Town is present.