

City of Portsmouth
Portsmouth, New Hampshire
Department of Public Works

Public Works Uniform Rental/Cleaning Services

INVITATION TO BID

Sealed bid proposals, **plainly marked**, Public Works Uniform Rental/Cleaning Services Bid Proposal # **29-14 on the outside of the mailing envelope as well as the sealed bid envelope**, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until **December 16, 2013 @ 2:00 p.m.** at which time all bids will be publicly opened and read aloud.

This bid is available at <http://www.cityofportsmouth.com/finance/purchasing.htm> or by contacting the Finance/Purchasing Department at the following number: (603) 610-7227.

Questions may be directed to the Finance/Purchasing Department. Addenda to this proposal, if any, including written answers to questions, will be posted on the City of Portsmouth website under the project heading.

The City of Portsmouth reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the City.

INSTRUCTIONS TO BIDDERS

BIDDING REQUIREMENTS AND CONDITIONS

1. Special Notice to Bidders

The Public Works Department requires uniform rental and cleaning services for its employees.

Appended to these instructions is a complete set of bidding and general contract forms. These forms may be detached and executed for the submittal of bids. The specifications and other documents in the proposal form will be considered as part of the proposal, whether attached or not.

Bidders must submit a statement of bidder's qualifications.

Addenda to this bid document, if any, including written answers to questions, will be posted on the City of Portsmouth website at <http://www.cityofportsmouth.com/finance/purchasing.htm> under the bid title. Addenda and updates will NOT be sent directly to vendors. Vendors submitting a bid should check the web site daily for addenda and updates after the release date. Vendors should print out, sign and return addenda with the proposal. Failure to do so may result in disqualification.

2. Interpretation of Quantities in Bid Schedules

The number of employees requiring uniforms is approximately 90 people, more or less. Payment to the contractor will be made only for actual work performed and accepted in accordance with the contract. Any scheduled item of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided, and no claim for loss, anticipated profits or costs incurred in anticipation of work not ultimately performed will be allowed due to such increase or decrease.

3. Examination of Specifications

The bidder is expected to examine carefully the bid specifications and contract forms before submitting a proposal. The submission of a bid proposal shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to the requirements for performing the work and as to the requirements of the contract. It will be conclusive evidence that the bidder has also investigated and is satisfied with the sources of supply for all materials.

4. Familiarity with Laws

The bidder is assumed to have made himself or herself familiar with all federal and state laws and all local by-laws, ordinances and regulations which in any manner affect those engaged or employed on the work or affect the materials or equipment used in the work or affect the conduct of the work, and the bidder, if awarded the contract, shall be obligated to perform the work in conformity with said laws, by-laws, ordinances and regulations notwithstanding its ignorance thereof. If the bidder shall discover any provision in the plans or specifications which is in conflict with any such law, by-law, ordinance or regulation the bidder shall forthwith report it to the City in writing.

5. Preparation of Proposal

- a) The bidder shall submit its proposal upon the forms furnished by the Owner. All words and figures shall be in ink or typed. If a price entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it and initialed by the bidder, also with ink. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.
- b) The bidder's proposal must be signed with ink by the individual, by one or more general partners of a partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, by one or more members (if member-managed) or managers (if manager-managed) of a limited liability company, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his or her name and street address must be shown, by a partnership the name and street address of each general and limited partner must be shown; as a joint venture, the name and street address of each venturer must be shown; by a corporation, the name of the corporation and its business address must be shown.

6. Nonconforming Proposals

Proposals will be considered nonconforming and may be rejected in the Owner's sole discretion for any of the following reasons:

- If the proposal is on a form other than that furnished by the Owner, or if the form is altered or any portion thereof is detached;
- If there are unauthorized additions, conditional or altered bids, or irregularities of any kind which may tend to make the proposal or any portion thereof incomplete, indefinite or ambiguous as to its meaning;
- If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award; or
- If the proposal does not contain a price for each pay item listed.

7. Delivery of Proposals

When sent by mail, the sealed proposal shall be addressed to the Owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened.

8. Withdrawal of Proposals

A bidder will be permitted to withdraw his or her proposal unopened after it has been submitted if the Owner receives a request for withdrawal in writing prior to the time specified for opening the proposals.

9. Public Opening of Proposals

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.

10. Disqualification of Bidders

Any of the following reasons may be deemed by Owner in its sole discretion as being sufficient for the disqualification of a bidder and the rejection of the proposal:

- More than one proposal for the same work from an individual, firm, or corporation under the same or different name;
- Evidence of collusion among bidders;
- Failure to submit all required information requested in the bid specifications;
- Reputation for poor work product or service;
- Financial instability of bidder;
- Default or unsatisfactory performance on previous contracts; or
- Such disqualification would be in the best interests of the Owner.

11. Material Guaranty and Samples

Before any contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition and manufacture and a sample of any or all uniforms to be furnished to the owner under this contract. Owner may, in its sole discretion, reject the bid based on the statement or samples.

AWARD AND EXECUTION OF CONTRACT

1. Consideration of Bids

- a) After the bids are opened and read, they will be compared on the basis of the prices for Item One and Item Two combined. The Optional Item prices shall be firm for the entirety of the contract to allow employees to purchase these items throughout the contract period.
- b) The results of such comparisons will be made available to the public. In case of a discrepancy between the prices written in words and those written figures, the prices written in words shall govern.
- c) The City reserves the right to reject any or all bids, to waive technicalities or to advertise for new proposals, if in the sole discretion of the Owner the best interest of the City of Portsmouth will be promoted thereby.

2. Award of Contract

Within 30 calendar days after the opening of bids, if a contract is to be awarded, the award will be made to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The award will be based on the combined prices submitted for Item One and Item Two of the bid proposal. The successful bidder will be notified, in writing, mailed to the address on his or her proposal, that his or her bid has been accepted and that the bidder has been awarded the contract. The contract shall be awarded contingent upon annual funding appropriations by the City Council.

The award shall not be considered official until such time that a Purchase Order, fully executed contract or an award letter has been issued by the Finance Director. No presumption of award shall be made by the bidder until such documents are in hand. Verbal notification of award is not

considered official. Any action by the bidder to assume otherwise is done so at his/her own risk and the City will not be held liable for any expense incurred by a bidder that has not received an official award.

Should the City find it necessary to terminate the award to the lowest responsible and qualified bidder after a contract is entered into, the City reserves the right to rebid or contract with the next lowest bidder that originally responded to the bid proposal.

3. Cancellation of Award

The Owner reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability of the Owner.

BID SPECIFICATIONS

The City of Portsmouth, NH is requesting pricing information for uniform rental and cleaning services to be used by the Public Works Department. Specifications and general information is as follows:

The City of Portsmouth, NH shall enter into a three-year contract contingent upon funding appropriation by the City Council. The Contract may be renewed for an additional two years, at the rates submitted in the proposal, for a total contract period not to exceed five years. Contract renewal will be at the discretion of the Owner and is contingent upon funding appropriation by the City Council. Contract period shall be February 1, 2014 to January 31, 2017. The City shall provide written notice of election to extend no later than December 31, 2016.

Please see the Bid Proposal form for the multiple type of uniforms (both required and optional) to be bid and the number of uniforms requested. Bidder must complete all sections of Bid Proposal.

Rental – Contractor shall furnish new shirts, pants and jackets, and other optional uniform items as requested. Contractor shall repair garments as necessary or replace garment if worn, badly stained or excessively repaired as determined by the City. First name and department emblem for each shirt and jacket issued shall be furnished and sewn on to the garment by the contractor. Emblems, similar to existing must be approved by the City prior to affixing to garments. Contractor must be able to provide a large selection of colors and styles.

Cleaning – Contractor shall clean garments in accordance with modern standard practices. Any garment deemed to be unsatisfactorily cleaned, will be recleaned at no additional charge to the City. Garments to be cleaned shall be picked up and returned weekly. Each person's cleaned garment shall be identified to facilitate issuing of uniforms. Contractor shall provide suitable containers for soiled garments for each uniform delivery location. The contractor shall also provide a uniform work- station for each drop off site. The workstation shall have complaint

forms / repair order tickets and information for the employee to facilitate communications with Contractor.

BID SPECIFICATIONS Cont'd

Cleaning Cycle - This contract shall be for the **cleaning and rental of uniforms per week**, per person as follows:

Clean	Long sleeve / short sleeve shirt (per season)	Five (5)
	Pants	Five (5)
	Jacket w/long sleeve and insulated liner	One (1)
Rent	Long sleeve shirt/(short sleeve in season)	Eleven (11)
	Pants	Eleven (11)
	Jacket w/long sleeve and insulated liner	Three (3)

Please note: The employees shall have the option to wear long or short sleeved shirts throughout the year. A minimum of 11 shirts shall be retained per employee. Some employees may require several additional shirts which shall be provided at cost.

Employee’s Termination, Leave, New Hire or Transfers - The City of Portsmouth shall notify Contractor of termination, employee leave, new hires or employee transfers by verbal or written notice. Garments of terminated employees shall be returned to Contractor within two (2) weeks of notice. Contractor shall not assess any charges for the rental of a terminated employee’s uniforms once notified. No charges shall be made for employees on consecutive leave in excess of three (3) weeks when Contractor is notified. Uniforms for new hires shall be added under all terms and conditions of this contract without any start-up charge. No charges shall be made for transferred employees requiring uniform color and emblem changes.

Invoices – Invoices are to be submitted monthly. Each invoice shall provide listing of charges by Division. The selected vendor shall work with the City to provide necessary details on the invoices. All invoices to be sent to: Portsmouth Public Works Department, 680 Peverly Hill Road, Portsmouth, NH 03801.

Uniform Specifications:

General - All uniforms shall bear a sewn-in mill label showing the mill name and fabric content. Red Kap SP 1 and SP 24 industrial shirt and pant are indicative of type and quality desired, but not restricted thereto. All uniforms shall be capable of withstanding industrial laundry care for not less than one (1) year. **No additional charges will be assessed based on the size of the uniform.**

Maintenance Garage – The maintenance garage employees require fire/chemical retardant 100% cotton clothing. In addition, a small number of employees from the Water or Wastewater Departments may require fire/chemical retardant 100% cotton clothing.

Trousers - Color shall be selected by the City; minimum 7.5 oz., 65% poly / 35% cotton permanent press twill; heavy-duty brass zipper and bartacks at points of stress.

Shirts - Long sleeve shirt color shall be selected by the City; minimum 5.0 oz., 65% poly / 35% cotton permanent press poplin; long tails, two (2) pocket button-through. Seven (7) button front, top closure can be snapped on.

Jacket - Color shall be selected by the City; minimum 7.5 oz., 65% poly / 35% cotton permanent press twill. Eisenhower style with solid brass zipper, two (2) breast pockets and button through flap, liner 100% polyester quilted to 1/8" parathion foam. Contractor shall provide options such as 3/4 length jackets and insulated vest. The employee shall be allowed to pick from all three choices, for a total of three outer garments.

Short Sleeve Shirts - Shirt shall be same specifications as the long sleeve shirts. The shirts shall be used during the period from about May 1 to September 30. It is understood that the long sleeve shirts be on rental, but do not have to be cleaned during this period. The short sleeve shirts will be on rental but not cleaned during the period that the long sleeve shirts are being used. The City shall give the contractor two (2) weeks notice prior to the changeover.

Safety Striping - Uniform shirts of personnel working in the street shall require safety striping. Striping shall conform to ANSI Class II specification.

Executive Uniforms - Rent and clean executive uniforms to include long and short sleeve shirts with at least one (1) pocket; material used to be a cotton/poly blend, color to be various. Standard specifications as outlined above shall set the standard for executive uniforms.

Optional Uniforms - The following outlines optional uniforms that City or Employee may wish to rent or purchase. Rental of six sets each, employer and employee names stitched on each shirt, repairs and replacement as needed. The contractor shall also provide silk screening or embroidery for city seal.

Sweatshirt, minimum 9 oz.

Polo shirt, 50/50, Red Kap or equal

Pant, canvas

Shirt, long sleeve, 65/35

Shirt, long sleeve, cotton

Tee Shirt, 50/50, Beefy T or equal

Pant, 65/35, Red Kap or equal

Pant, 100% cotton, minimum 7.5 oz.

Shirt, short sleeve, 65/35

Shirt, short sleeve, cotton

Samples - The City of Portsmouth may request samples of uniforms to be furnished under this contract. Samples furnished shall be at no cost to the City. Samples shall be returned once a contract is entered into.

BID SPECIFICATIONS Cont'd

Measurements - Contractor shall be responsible for taking measurements of employees and shall make arrangements with the supervisors listed below for a mutually agreed upon time.

- **Highway** – Todd Croteau, Highway General Foreman, Public Works Office Building, 603-766-1428.
- **Highway** - Larry Forkum, Fleet Maintenance Foreman, Maintenance Garage, 603-766-1423.
- **Water/Sewer Maintenance** - Mike Jenkins, Water General Foreman, Public Works Office Building, 603-766-1438.
- **Water Plant** - Steve Scotton – Madbury Water Treatment Plant, 603-740-1431
- **Wastewater Plant** – Paula Anania, Pierce Island, 603-427-1553

Uniform Delivery Locations - The following sites are where uniforms shall be delivered and picked up.

- **Highway** - Public Works Office Building, 680 Peverly Hill Road, Portsmouth, NH
- **Highway** “Custodial Services” - City Hall, 1 Junkins Avenue, Portsmouth, NH
- **Maintenance Garage** - 680 Peverly Hill Road, Portsmouth, NH
- **Water Distribution** – 680 Peverly Hill Road, Portsmouth, NH
- **Wastewater Treatment Plant** - 250 Pierce Island Road, Portsmouth, NH
- **Water Treatment Plant** - Freshet Road, Madbury, NH

**City of Portsmouth
Public Works Uniform Rental/Cleaning Services**

BID PROPOSAL

To the City of Portsmouth, New Hampshire, herein called the Owner.
The undersigned, as Bidder, herein referred to as singular and masculine declares as follows:

1. All interested in the Bid as Principals are named herein.
2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
3. No officer, agent or employee of the Owner is directly or indirectly interested in this Bid.
4. The bidder has carefully read and examined the Bid Documents and other Contract Documents and knows and understands the terms and provisions thereof;
5. The bidder understands that the bidder will supply or perform all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the Contract Documents in the manner and within the time therein set forth, and that the bidder will take in full payment therefor the following item prices as set forth below.

ITEM ONE - Base Cost Uniform rental and cleaning service for ninety (90) people, more or less. Cost per person for rental of eleven (11) shirts (short sleeve in season, otherwise 11 long sleeve), eleven (11) pants and three (3) jackets, and cleaning of five (5) shirts, five (5) pants and one (1) jacket weekly.

Cost per person per week in words	Cost per person per week in figures
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Option 1 - Add On Cost to Item One for Fire / Chemical Retardant Uniforms (100% Cotton)

Cost per person per week in words	Cost per person per week in figures
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Option 2 - Add On Cost to Item One for Sewn on Safety Striping

Cost per person per week in words	Cost per person per week in figures
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ITEM TWO – Base Cost Executive Uniform rental and cleaning service for seven (7) people, more or less. Cost per person for rental of eleven (11) shirts (short sleeve in season, otherwise 11 long sleeve), eleven (11) pants and three (3) jackets, and cleaning of five (5) shirts, five (5) pants and one (1) jacket weekly.

Cost per person per week in words	Cost per person per week in figures
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BID PROPOSAL Cont'd

OPTIONAL ITEMS: Prices shall remain firm for the duration of the contract period

Rental or Purchase per Set of Six.

Rental or purchase of six sets each, employer and employee names stitched on each shirt, repairs and replacement as needed. The contractor shall also provide silk screening or embroidery for city seal.

Description	Rental	Purchase
	Cost per Set of Six per week in figures	Cost per Set of Six in figures
Sweatshirt, minimum 9 oz.	\$	\$
Polo shirt, 50/50, Red Kap or equal	\$	\$
Pant, canvas	\$	\$
Shirt, long sleeve, 65/35	\$	\$
Shirt, long sleeve, cotton	\$	\$
Tee Shirt, 50/50, Beefy T or equal	\$	\$
Pant, 65/35, Red Kap or equal	\$	\$
Pant, 100% cotton, minimum 7.5 oz.	\$	\$
Shirt, short sleeve, 65/35	\$	\$
Shirt, short sleeve, cotton	\$	\$

_____ Date

_____ Company

By: _____
Print Name

By: _____
Signature

Title: _____

Business Address _____

City, State, Zip Code _____

Telephone: _____

The Bidder has received and acknowledged Addenda No. _____ through _____.

All Bids are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Project name as it appears at the top of the Proposal Form.

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets if necessary. **This statement to be submitted with Bid.**

1. Name of Bidder
2. Permanent Main Office Address
3. Form of Entity
4. When Organized
5. Where Organized
6. How many years have you been engaged in the Work Uniform Rental/Cleaning business under your present name; also state names and dates of previous firm names, if any.
7. Have you ever defaulted or been a party to litigation or arbitration on a uniform rental/cleaning contract?
_____(no)_____(yes) If so, explain.
8. Please list on a separate sheet of paper the most important uniform rental/cleaning contracts to which you have been a party in the last three years.
9. Please provide three references. Include contact name, name of business or entity, telephone number and address.
10. Please describe in a separate attachment any of bidder's quality control methods for ensuring that uniforms are clean and in good repair.
11. Please describe in a separate attachment bidder's policies regarding the replacement of uniforms that may be worn or damaged (i.e. how is the replacement initiated and how soon can a replacement be anticipated).

Bidder consents to the City undertaking such investigations as it deems necessary to investigate and verify Bidder's qualifications, reputation and experience. Bidder may be requested to execute releases. Failure to execute a release for information, if requested by the City, may result in disqualification.

STATEMENT OF BIDDER'S QUALIFICATIONS (Continued)

Name of Bidder: _____

BY: _____

TITLE _____

State of _____

County of _____

_____ being duly sworn, deposes and

says that the bidder is _____ of _____
(Name of Organization)

and answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this ____ day of _____, 20__.

Notary of Public

My Commission expires _____

INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain, until completion of the work, insurance of the limits and types specified below from an insurance company approved by the Owner.

EVIDENCE OF INSURANCE

As evidence of insurance coverage, the Owner may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified below are in force for the specified period. The Contractor shall submit evidence of insurance to the Owner at the time of execution of the Agreement. Written notice shall be given to the City of Portsmouth, NH at least thirty (30) days prior to cancellation or non-renewal of such insurance coverage.

FORMS OF INSURANCE

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

AMOUNT OF INSURANCE

- A) Comprehensive General Liability:
Bodily injury or Property Damage -- \$1,000,000/\$2,000,000
each occurrence and general aggregate
- B) Automobile and Truck Liability:
Bodily Injury or Property Damage -- \$1,000,000/\$2,000,000
each occurrence and general aggregate

TYPES OF INSURANCE

Purchase and maintain the following types of insurance:

- A) Full Workers Comprehensive Insurance coverage for all people employed by the contractor to perform work on this contract. This insurance shall be in strict accordance with the requirements of the most current laws of the State of New Hampshire.
- B) Bodily Injury and Property Damage Insurance covering the operation of all motor vehicles and equipment, whether or not owned by the Contractor, being operated in connection with the prosecution of the work under this Contract.
- C) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- D) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

CONTRACT AGREEMENT

Public Works Work Uniform Rental/Cleaning Services

THIS AGREEMENT made as of the ____ day of ____ in the year **2013** by and between the City of Portsmouth, New Hampshire (hereinafter call the Owner) and _____ (hereinafter called the Contractor),

WITNESSETH; that the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I- WORK - The Contractor shall perform all services described in the Contract Documents for a period of three years. The Contractor shall provide, at its expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of all uniform rental/cleaning services.

ARTICLE II - CONTRACT TIME - The initial contract period will commence February 1, 2014 for a period of three years ending January 31, 2017. At the discretion of the Owner the contract may be renewed for an additional two years if the Contractor agrees to perform the work at the rates submitted in the bid proposal. The City shall provide written notice of election to extend no later than December 31, 2016.

ARTICLE III - CONTRACT PRICE AND PAYMENT- Owner shall pay Contractor for performance of the work in accordance with the Bid Proposal. Invoices are to be submitted monthly. Each invoice shall provide listing of charges by Division. The selected vendor shall work with City to provide necessary details on the invoices. All invoices to be sent to: Public Works Department, 680 Peverly Hill Road, Portsmouth, NH 03801.

ARTICLE IV - CONTRACT DOCUMENTS - The Contract Documents which comprise the contract between Owner and Contractor are attached hereto, made a part hereof and consist of the following:

- 8.1 This Agreement
- 8.2 Contractor's Bid Proposal Form
- 8.3 Notice of Award
- 8.4 All Bid Documents for Bid#29-14 including Bid Specifications, Insurance Requirements, and Instructions to Bidders

ARTICLE V – TERMINATION FOR CAUSE - If the Contractor refuses, neglects, or otherwise fails to supply a sufficient number of quality uniforms or otherwise fails to perform any of its obligations set forth in this Agreement, Owner may, at its election, terminate this Contract. Contractor is advised that if, on more than one occasion, Contractor fails to perform Owner shall consider that failure grounds for termination for cause. A quality uniform is one that: meets all of the specifications, protects an employee from physical discomfort, such as cold in the winter months; is clean and without significant staining; and in good repair. Should the City elect to terminate this Agreement the City will give Contractor twenty (20) days written notice of its intent.

ARTICLE VI - INDEMNIFICATION OF OWNER - Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys’

fees) arising in any way out of the Contractor's negligent acts or omissions or failure to perform its obligations under this Contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorneys' fees, and will satisfy any judgment rendered against Owner in such action.

ARTICLE VII - PERMITS - The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the contract and will give all notices and pay all fees and otherwise comply with all applicable City, State, and Federal laws, ordinances, rules and regulations.

ARTICLE VIII - INSURANCE - The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the Contract Documents.

ARTICLE IX – FUNDING -This Contract is contingent on funding from the City Council over the course of the contract period. Should funding not be available, Owner will give 20 days notice of termination.

ARTICLE X - MISCELLANEOUS -

1. Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.
2. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
3. The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.
4. This Contract shall be governed by and construed in accordance with law of the State of New Hampshire.

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

Contractor: _____

BY: _____

TITLE: _____

CITY OF PORTSMOUTH, N.H.

BY: _____
John P. Bohenko
City Manager

NOTICE OF INTENT TO AWARD

Date:

TO:

IN AS MUCH as you were the low responsible bidder for work entitled:

Public Works Work Uniform Rental/Cleaning Services
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In the City of Portsmouth, New Hampshire, you are hereby notified that the City intends to award the aforesaid project to you.

You are further instructed to immediately take the necessary steps for execution of the Contract within ten (10) calendar days from the date of this Notice.

Prior to starting work you must deliver to the Owner certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents. The City reserves the right to revoke this Notice if you fail to take the necessary steps to execute this Contract.

City of Portsmouth
Portsmouth, New Hampshire