

City of Portsmouth
Portsmouth, New Hampshire
Recreation Department
Bid#06-20
HDPE Duralife Lockers
or Equivalent Brand Lockers
for
Indoor Swimming Pool

INVITATION TO BID

Sealed bid proposals, plainly marked “Bid#06-20 New Lockers for Indoor Swimming Pool” on the outside of the envelope, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until 2:00 p.m., September 12, 2019 at which time all bids will be publicly opened and read aloud.

The City of Portsmouth is seeking contractors to furnish and install new HDPE Duralife Lockers or equivalent brand lockers at the indoor swimming pool located at 48 Andrew Jarvis Drive, Portsmouth, NH 03801. The City in its sole discretion will determine if an equivalent brand locker proposed is considered equal to the HDPE Duralife Lockers.

There will be a non-mandatory pre-bid at 1:30 p.m., September 5, 2019 at the Indoor Pool, located at 48 Andrew Jarvis Drive, Portsmouth, NH. Bidders are encouraged to attend.

Questions regarding this bid should be directed to Alexandra van Binsbergen, Pool Supervisor at AvanBinsbergen@cityofportsmouth.com and copied to Lori MacGinnis, Purchasing Coordinator at purchasing@cityofportsmouth.com.

Bid specifications are available at <http://www.cityofportsmouth.com/finance/purchasing.htm>. Hard copies of these documents are not available.

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 project heading. Addenda and updates will NOT be sent directly to vendors.

Each Bidder shall furnish a bid security in the amount of ten percent (10%) of the bid. The Bid Security may be in the form of a certified check drawn upon a bank within the State of New Hampshire or a bid bond executed by a surety company authorized to do business in the State of New Hampshire, made payable to the City of Portsmouth, N.H.

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.

INSTRUCTION TO BIDDERS

I. Preparation of Bid Proposal

- A. The Bidder shall submit its proposal upon the form furnished by the City (attached). Prices shall be given in both words and figures.
- B. Corrections made to amounts or information requested on the bid form should be made by crossing out the error and entering the new price or information above or below it. The correction must be initialed. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.
- C. The bidder's proposal must be signed by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his/her name and post office address must be shown, by a partnership the name and post office address if each partnership member must be shown; as a joint venture, the name and post office address of each must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business addresses of the President, Secretary, and Treasurer.
- D. All words, figures, corrections shall be in ink or typed. All signatures shall be in ink.
- E. Addenda to this proposal, 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 project heading. Addenda and updates will NOT be sent directly to firms. Bidders submitting a proposal should check the web site for addenda and updates after the release date. Bidders should print out, sign and return addenda with the proposal. Failure to do so may result in disqualification.

II. Delivery of Bid 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. Faxed bid proposals are not acceptable.

III. Withdrawal of Bid Proposals

A bidder will be permitted to withdraw his/her proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.

IV. Public Opening of Bid Proposals

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

V. Irregular Proposals and Disqualification of Bidders

Bid proposals that are irregular may be rejected. Irregular bid proposals include the following:

- A. Failure to use the bid form provided or alteration of the form.
- B. Unauthorized additions, conditional or alternated bids, incomplete bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- C. The addition of any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

Bidders may be disqualified and the bid proposal rejected for the following reasons:

- A. More than one proposal for the same work from an individual, firm, or corporation under the same or different name;
- B. Evidence of collusion among bidders;
- C. Failure to submit all required information requested in bid specifications;
- D. Bidder is not qualified or able to provide the services or product(s) described in the bid specifications; or
- E. Disqualification is in the best interest of the City of Portsmouth.

AWARD

I. Consideration of Proposals and Award

After the proposals are opened and read, bid results will be available to the public. In case of discrepancy between the prices written in words and those written figures, the prices written in words shall govern.

Within 30 calendar days after the opening of proposals, if an award is made, it will be made to the lowest, responsible, qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by mail at the address indicated on the proposal.

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.

III. Reservation of Rights

The City reserves the right to cancel the award at any time before final notification of the successful bidder without any liability against the City. 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.

**Bid Specifications
HDPE Duralife
Lockers (or Equivalent)**

The City of Portsmouth is seeking a contractor to furnish and install HDPE Duralife Lockers or equivalent brand lockers at the indoor swimming pool located at 48 Andrew Jarvis Drive, Portsmouth, NH 03801.

The City in its sole discretion will determine if an equivalent brand locker proposed is considered equal to the HDPE Duralife Lockers.

Locker Specifications

HDPE DURALIFE Lockers:

- **COLOR: Blueberry**
- **Door Style: Horizontal**

- **Locker Dimensions:**

Width:	12”
Depth:	12”
Height:	72”

Number of Lockers to be installed:

Women’s Locker Room
24-2 Tier with sloped top
20-1 Tier with sloped top
4 end panels

Men’s Locker Room
24-2 Tier with sloped top
20-1 Tier with sloped top
4 end panels

Total number of lockers: 48 -2 Tier with sloped top
40-1 Tier with sloped top
8 end Panels

Lockers are to be installed on the existing footing.

Bidders are to include the locker specifications with their bid proposals.

INSURANCE: Contractor must provide insurance in accordance with the requirements set forth in the bid document as Exhibit A attached.

Before acceptance of the work, the contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, temporary buildings, barricades and signs. All parts of the work shall be left in a neat and presentable condition. On all areas used or occupied by the contractor, regardless of the contract limits, the bidder shall clean-up all sites and storage grounds.

Exhibit A:
Insurance Requirements

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
Per occurrence and general aggregate
- B) Automobile and Truck Liability:
Bodily Injury or Property Damage - \$1,000,000/\$2,000,000
Per occurrence and general aggregate

Additionally, the Contractor shall 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 project. This insurance shall at a minimum meet the requirements of the most current laws of the State of New Hampshire.
- B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

DELIVERY: Bidder must state approximate number of days from award for delivery and installation. Not to exceed 60 days.

Approximate Number of days for delivery and installation: _____.

The undersigned agrees that he/she on behalf of Bidder has read the bid proposal documents, the instruction to bidders' specifications and agrees to the terms and conditions set forth herein.

Bidder further agrees that this bid is not made jointly or in conjunction, cooperation or collusion with any person, firm, corporation or other legal entity.

Bidder agrees no officer, agent or employee of the Owner is directly or indirectly interested in this Bid.

Submitted by Authorized Agent:

(Print Name & Title)

Signature: _____

Date: _____

Company: _____

Address: _____

City/State/Zip: _____

E-mail address: _____

Telephone: _____

Fax: _____

The Bidder acknowledges 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.

BID SECURITY BOND

(This format provided for convenience, actual Bid Bond is acceptable in lieu of, if compatible.)

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

_____, as Principal, and

_____, as Surety, are hereby

held and firmly bound unto _____

IN THE SUM OF _____

as liquidated damages for payment of which, well and truly to be made we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted to the

A CERTAIN Bid attached hereto and hereby made a part hereof to enter into a contract in writing, hereinafter referred to as the "AGREEMENT" and or "CONTRACT", for

NOW THEREFORE,

- (a) If said Bid shall be rejected or withdrawn as provided in the INFORMATION FOR BIDDERS attached hereto or, in the alternative,
- (b) If said Bid shall be accepted and the Principal shall duly execute and deliver the form of AGREEMENT attached hereto and shall furnish the specified bonds for the faithful performance of the AGREEMENT and/or CONTRACT and for the payment for labor and materials furnished for the performance of the AGREEMENT and or CONTRACT,

then this obligation shall be void , otherwise it shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation.

BID SECURITY BOND (continued)

The Surety, for value received, hereby agrees that the obligation of said surety and its bond shall be in no way impaired or affected by any extensions of the time within such BID may be accepted, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the parties hereto have duly executed

this bond on the _____ day of _____, 20__.

(Name of Principal) L.S.

(SEAL)

BY _____

(Name of Surety)

BY _____

Bid 06-20
HDPE Duralife Lockers or
Equivalent Brand Lockers
for
Indoor Swimming Pool

THIS AGREEMENT made as of the _____ in the year 2019 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 work as specified or indicated in the bid specifications to supply and install the new lockers at the Portsmouth Indoor Pool men's and women's locker rooms.. The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of the Project.

ARTICLE II – Engineer -The Recreation Department Director, Rus Wilson or his authorized representative will act as City Engineer in connection with completion of the Project in accordance with the Contract Documents.

ARTICLE III - CONTRACT TIME - The work shall commence in accordance with the Notice to Proceed. Hours of work will be Monday through Friday 7:30 AM to 5:00PM. Work will not be allowed on weekends unless the City grants permission.

Work shall be completed within sixty (60) days of the Notice to Proceed. Once work commences, work shall continue day-to-day until completed. Start date shall be coordinated with the Indoor Pool Supervisor Alexandra van Binsberger. The City must be notified by the Contractor when the lockers have been received and are ready for installation to allow the Recreation Department time to put out a shutdown notification.

ARTICLE IV - CONTRACT PRICE - Owner shall pay Contractor for performance of the work in accordance with the Contact Documents as shown under the total bid price in the Bid Proposal.

ARTICLE V - PAYMENT - Partial payments will not be made. Upon final acceptance of the work and settlement of all claims, Owner shall pay the Contractor the total amount of the Contract Price, subject to additions and deductions provided for in the Contract Documents.

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

- 6.1 This Agreement
- 6.2 Contractor's Bid and Bonds
- 6.3 Notice of Award, Notice to Proceed
- 6.4 Instruction to Bidders
- 6.5 Insurance Requirements

ARTICLE VII – TERMINATION FOR DEFAULT – Should contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work with promptness and diligence, or fail to perform any of its obligations set forth in the Contract, Owner may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election, and enter on the premises and take possession, for the purpose of completing the work included under this Agreement, of all the materials, tools and appliances belonging to Contractor, and to employ any other persons to finish the work and to provide the materials therefore at the expense of the Contractor.

ARTICLE VIII – INDEMNIFICATION OF OWNER – Contractor shall defend, indemnify and hold harmless Owner and its officials and employees from and against all suits, claims, judgments, awards, losses, costs or expenses (including without limitation attorneys’ fees) to the extent arising out of or relating to Contractor’s alleged negligence or breach of its obligations or warranties under this Contract. Contractor shall defend all such actions with counsel satisfactory to Owner at its own expense, including attorney’s fees, and will satisfy any judgment rendered against Owner in such action.

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

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

ARTICLE XI – MISCELLANEOUS –

- A. 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.
- B. 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.
- C. 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.
- D. The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof.
- E. Venue for any dispute shall be the Rockingham County Superior Court unless the parties otherwise agree.

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

BIDDER:

BY: _____

TITLE: _____

CITY OF PORTSMOUTH, N.H.

BY: _____
John P. Bohenko

TITLE: City Manager

NOTICE OF INTENT TO AWARD

Date:

TO:

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

HDPE Duralife Lockers or Equivalent Brand Lockers for Indoor Swimming Pool

You are hereby notified that the City intends to award the aforesaid project to you.

Immediately take the necessary steps to execute the Contract and to provide required bonds and proof of insurance within (10) calendar days from the date of this Notice.

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

Judie Belanger,
Director of Finance
& Administration

NOTICE TO PROCEED

DATE:

PROJECT: HDPE Duralife Lockers, or Equivalent Brand Lockers for Indoor Swimming Pool

TO:

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK IN ACCORDANCE

WITH THE AGREEMENT DATED,

ALL WORK SHALL BE COMPLETED PRIOR TO INSERT DATE

CITY OF PORTSMOUTH, N.H.

BY: Rus Wilson

TITLE: Recreation Department Director

ACCEPTANCE OF NOTICE

RECEIPT OF THE ABOVE NOTICE TO
PROCEED IS HEREBY ACKNOWLEDGED BY

This the _____ day of _____ 20__

By: _____

Title: _____

CONTRACTOR'S AFFIDAVIT

STATE OF _____:

COUNTY OF _____:

Before me, the undersigned, a _____
(Notary Public, Justice of the Peace)

in and for said County and State personally appeared, _____
(Individual, Partner, or duly authorized representative of Corporate)

who, being duly sworn, according to law deposes and says that the cost of labor, material, and equipment and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract between

CITY OF PORTSMOUTH, NEW HAMPSHIRE

and _____
(Contractor)

of _____

Dated: _____

has been paid in full for Supply and Installation of lockers at the Indoor Pool, Bid#06-20.

(Individual, Partner, or
duly authorized
representative of
Corporate Contractor)

Sworn to and subscribed
before me this _____ day
of _____ 20 ____
