

**CITY OF ROCHESTER, NH**  
**31 Wakefield St. Rochester, NH 03867**  
**INVITATION TO BID**

City of Rochester, NH is soliciting a competitive bid;

1. **BID: Bid 23-29 Basketball Court Lighting**
2. **BID Submission Options-Hardcopy, or Electronically:**
  - a) Submit Hardcopy via USPS, FEDEX, or UPS: City of Rochester, NH, Purchasing Agent 31 Wakefield St. Rochester, NH 03867. Reference **Bid 23-29** on package.  
In-person drop offs are to go to the Finance Office at City Hall, 31 Wakefield Street, Rochester, NH 03867.
  - b) Submit Electronically via Email: [RFP23-29@rochesternhnet.onmicrosoft.com](mailto:RFP23-29@rochesternhnet.onmicrosoft.com)  
Include in Email subject line: **Bid 23-29**. An automated email confirmation will be generated to bidder once bid has been received. It is bidder's responsibility to ensure proper email submission of bid, and to monitor for the confirmation email.
3. **Bid Receipt Date & Time:** No later than **January 18, 2023 at 5:00pm.**
4. **Bid Opening Date & Time:** **January 19, 2023 at 2:45pm.** Opening will be conducted in person in Council Chambers, 31 Wakefield Street, Rochester, NH 03867.
5. **Bid Specifications, Questions & Addendums (Q&A):** Can be obtained by visiting <https://rochesternh.gov/bids> see **OPEN BIDS** section. Or contact City of Rochester, NH Purchasing Agent 31 Wakefield St. Rochester, NH 03867, [purchasing@rochesternh.gov](mailto:purchasing@rochesternh.gov), 603-335-7602. Note Q&A updates will end one week prior to bid opening.
6. **Bid Results:** Results can be obtained at <https://rochesternh.gov/bids>, in **CLOSED BIDS** section. Select the specific bid to see all results, or contact Purchasing Agent.

**A mandatory site visit to review the requirements for the proposed Basketball Court Lighting at Hanson Pines Park will be held on Wednesday January 4, 2023 at 11:00 am at Hanson Pines Basketball, 4 Yeagley Way, Rochester, NH 03867. All prospective Bidders are required to attend.**

## SCOPE OF WORK

The City of Rochester is requesting bids to complete exterior lighting for 2 basketball courts located at the Hanson Pines Park. **This project will include a donated design, LED fixtures and controls for the project from Affinity Lighting.** The approved contractor will work with a representative from Affinity Lighting to obtain the correct light poles, bases, head mounts and all other equipment required to complete the project. The contractor will be required to supply labor and all material except the items noted above donated from Affinity Lighting needed to complete the project. Affinity Lighting will be on site during the walkthrough to answer questions of bidding contractors.

### Minimum Requirements

- All site work will be performed by contractor including trenching, backfilling, grading, loam and seeding of any disturbed area.
- Dig Safe inspection of area must be completed.
- Contractor will be responsible for the purchase and installation of all materials and labor required to complete the project except for items noted above.
- 4 poles will be mounted on precast concrete bases, bases will be constructed and installed in accordance to light pole manufacture.
- Poles will be galvanized steel poles and built to designed specification for proper lighting of basketball courts.
- Poles and fixtures will be guaranteed to withstand winds of 100 MPH
- Contractor is responsible for set up of safety containment around the work zone.

All work shall conform to City of Rochester Code requirements, as can be found at the weblink below:

<http://www.rochesternh.gov/building-zoning-and-licensing-services/pages/codes-currently-enforced>

Please note references to New Hampshire State Building Code (2009 IBC w/ NH amendments), National Electric code 2014, and Life Safety Code NFPA 101, 2009 Edition.

**INSTRUCTION TO BIDDERS**

- I. PREPARATION OF BID PROPOSAL**
- II. IRREGULAR PROPOSALS**
- III. DELIVERY OF PROPOSALS**
- IV. ELECTRONIC BID FORMAT**
- V. WITHDRAWAL OF BID PROPOSAL**
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- XIII. INSURANCE & LEGAL BUSINESS ENTITY**
- XIV. DEFAULT & TERMINATION OF CONTRACT**
- XV. OPENING BID RESULTS**
- XVI. BID FORM**

## **I. PREPARATION OF BID PROPOSAL**

1. The Bidder shall submit her/his proposal upon the form(s) furnished by the City (attached). The bidder shall specify a unit price for each pay item. All figures shall be in ink or typed.
2. If a unit price or lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it, and initialed by the bidder, also with ink. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.
3. The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his name and post office address must be shown, by a partnership the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business addresses of the President, Secretary, and Treasurer.
4. All questions shall be submitted in writing to and received by the Purchasing Agent at the above address, a minimum of 7 days prior to the scheduled bid opening. The Purchasing Agent, will then forward both the question and the city's response to the question to all known prospective bidders.

## **II. IRREGULAR PROPOSALS**

Bid proposals will be considered irregular and may be rejected for any of the following reasons:

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

## **III. DELIVERY OF BID PROPOSALS**

When sent by mail, the sealed proposal shall be addressed to the City of Rochester, Purchasing Agent, 31 Wakefield Street, Rochester, NH 03867. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened. Faxed bid proposals are not acceptable please see coversheet for instructions on emailed bids.

**IV. ELECTRONIC BIDS:** Due to Covid-19 the City of Rochester has incorporated an electronic bid process. If an electronic format is to be utilized specific submission instructions will be identified in the bid cover page.

**V. WITHDRAWAL OF BID PROPOSALS**

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

**VI. 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.

**VII. DISQUALIFICATION OF BIDDERS**

Either of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of her/his bid proposal(s):

1. Evidence of collusion among bidders.
2. Failure to supply complete information as requested by the bid specifications.

**VIII. CONSIDERATION OF PROPOSALS**

1. Bids will be made public at the time of opening and may be reviewed only after they have been properly recorded. In case of discrepancy between the prices written in words and those written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.
2. The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the City, the best interest of the City of Rochester will be promoted thereby.
3. Bid results will be available on the website at [www.rochesternh.net](http://www.rochesternh.net) within 48 hours of the bid opening.

**IX. AWARD OF CONTRACT**

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

**X. CANCELLATION OF AWARD**

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

**XI. BID EVALUATION**

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

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

**XII. LAWS, PERMITS AND REGULATIONS**

1. The Contractor shall obtain and pay for all licenses and permits as may be required of him by law, and shall pay for all fees and charges for connection to outside services, and use of property other than the site of the work for storage of materials or other purposes.
2. The Contractor shall comply with all State and Local laws, ordinances, regulations and requirements applicable to work hereunder, including building code requirements. If the Contractor ascertains at any time that any requirement of this Contract is at variance with applicable laws, ordinances, regulations or building code requirements, she/he shall promptly notify the City of Rochester in writing.

**XIII. INSURANCE & LEGAL BUSINESS ENTITY**

1. Contractor and any related subcontractors will carry appropriate liability insurance, and be a legal business entity authorized to conduct business in the State of New Hampshire.

**XIV. DEFAULT AND TERMINATION OF CONTRACT****If the Contractor:**

1. Fails to begin work under Contract within the time specified in the notice to proceed; or
2. Fails to perform the work with sufficient workers and equipment, or with sufficient materials to assume prompt completion of said work; or
3. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
4. Discontinues the prosecution of the work; or
5. Fails to resume work, which has been discontinued, within the time frames included in specifications; or
6. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency; or
7. Makes an assignment for the benefit of creditors; or

8. For any other causes whatsoever, fails to carry on the work in an acceptable manner the City of Rochester will give notice, in writing, to the Contractor for such delay, neglect, and default.

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

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

#### **XV. OBTAINING BID RESULTS**

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

### Bid Form

Business Name: \_\_\_\_\_ Representative \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Total Bid Amount for complete exterior lighting for 2 basketball courts located at the Hanson Pines Park. This project will include the design and installation for perimeter LED lighting including all materials, electrical, controls and site work.**

\$ \_\_\_\_\_