

City of Portsmouth, New Hampshire
“Annual Chemicals for City Swimming Pools”

INVITATION TO BID

Sealed bid proposals, plainly marked, Annual Chemicals for City Swimming Pools Bid #34-07 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 2:00 p.m. March 16, 2007 at which time all bids will be publicly opened and read aloud.

Scope: To establish annual agreements to supply and deliver chemicals the City’s swimming pools.

Specifications and bid proposal forms may be obtained from www.cityofportsmouth.com, the Finance/Purchasing Department on the third floor at the above address, or by calling 603-610-7227.
Continue below for the complete bid specifications.

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.

If you have any questions please contact the Finance/Purchasing Department at the following number: 603-610-7227.

**City of Portsmouth, New Hampshire
Annual Chemicals**

Instruction to Bidders

Intention:

It is the intent of this proposal to establish annual agreements to supply and deliver chemicals used in the operation of three municipal swimming pools (two indoor, one outdoor).

Special Instructions:

Any quantity specified is an estimate only. The City of Portsmouth will purchase just the quantities necessary, at various times, to perform the intended operation. The purchased quantities may be equal to, less than, or greater than, the estimate.

Bid prices shall be firm for 60 days from bid opening. Successful bidders (known as "suppliers") shall be expected to perform (i.e. make deliveries) through March 15, 2008 at the bid price. Bid prices shall be inclusive of all taxes, charges or other fees.

All bid prices shall be FOB delivered to the specific municipal destination. No added freight or handling charges will be allowed. Minimum orders which are greater than estimated delivery quantities are not acceptable.

Deposits for cylinders, pallets, or other containers shall be refundable and incidental to the award of bids.

Each chemical will be awarded separately. This proposal does not require any bidder to submit an "all-or-nothing" bid. The City anticipates awards to multiple suppliers.

Each item bid shall include the chemical analysis and the origin of manufacture. Any variation between these specifications and bid must be listed separately. Each bidder shall submit a **Certificate of Compliance** for each chemical bid.

Samples may be required for testing purposes. No charges for these samples will be allowed. All unused trial chemicals and their containers must be removed from the test site, at no cost to the City within 10 working days of the trial.

General Instructions:

1. Preparation of Bid Proposal
 - a) The bidder shall submit her/his proposal upon the form furnished by the City (attached). All figures shall be in ink or typed. Corrections shall be in ink or typed, and initialed.
 - b) 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. If by a partnership the name and post office address of each partnership member must be shown. If as a joint venture, the name and post office address of each must be shown. If 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.

**Instruction to Bidders
(Continued)**

2. Disqualification

Bid proposals may be disqualified and rejected for any of the following reasons:

- a) If the proposal is on a form other than that furnished by the City or if the form is altered;
- b) If the proposal contains unauthorized additions, conditions or altered bids;
- c) Evidence of collusion among bidders;
- d) Failure to submit all required information as requested in the specifications;
- e) Product fails to meet specifications/testing/performance certificate;
- f) Disqualification is in the best interest of the City.

3. 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.

4. Withdrawal of Bid Proposals

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

Award:

After the bids are opened and read, the lowest, responsible and qualified bidders for each chemical will be identified. Responsible and qualified bidders are those that have: the ability, capacity, and skill to perform within the specified time limits; the quality, availability and adaptability of the supplies; the financial resources to fulfill the contract; successfully conducted jar tests prior to bid (as may be applicable) and successfully conducted bench tests within time specified (as may be applicable). Bid results will be available to the public.

Within 60 calendar days after the opening of bids, awards will be made separately for each chemical to the lowest responsible and qualified bidder whose bid complies with all the requirements prescribed. Bidders will be notified by mail, that the bid has been accepted and that an award has been made.

If the award is contingent upon successful bench testing of the chemical(s), the bidder will be notified by mail, and shall have 15 days from the date of notification to perform tests. Failure to perform the testing within 15 days will result in disqualification.

Reservation of Rights:

The City reserves the right to reject any or all proposals, to waive technicalities and to advertise for new proposals, if in the judgment of the City, the best interest of the City of Portsmouth will be promoted thereby.

**Instruction to Bidders
(Continued)**

Terms of Award:

Those successful bidders ("suppliers") to whom an award is made shall be required to meet the performance standards outlined in the bid specifications and as described below.

1. Transportation of chemicals shall be done only in vehicles capable of handling the material in accordance with State and Federal transportation handling and safety requirements. Supplier shall, if requested by the City, produce documentation to demonstrate compliance with such requirements. Vehicles shall be capable of loading and unloading the chemicals as described for each chemical in the bid specifications. It shall be the contractor's responsibility to have the proper fittings to connect to the existing fittings at each delivery site.
2. Deliveries shall be made upon order as described in the Bid Specifications.
3. Supplier shall be capable of receiving orders by fax.
4. Chemicals shall meet all specifications and perform per City requirements and needs.
5. All suppliers shall notify the City, i.e., Municipal Indoor Swimming Pool, Municipal Outdoor Swimming Pool, Spinnaker Point Adult Recreation Swimming Pool, with delivery date and a faxed confirmation including name of driver who will deliver the chemicals.
6. All invoices will have a reference number that matches to the delivery slip and shall indicate the chemical (specifying the percentage in liquid form as described in the bid specifications) and the unit of measurement shall be in accordance with the bid unit price.
7. The City reserves the right to deduct up to five percent (5%) from the total invoice for missed and late deliveries, or to deduct its expenses incurred such as overtime, whichever may be greater, when such failures to perform are not due to extremes in weather or other conditions that are not reasonably foreseeable or within the control of the supplier. Such late penalty shall not be construed as the sole remedy for the supplier's failure to perform timely. Failure to perform may lead to cancellation.
8. The City of Portsmouth reserves the right to negotiate a one or two year extension of the award beyond the expiration date for each individual chemical if it is in the best interest of the City.

Cancellation of Award:

The City reserves the right to cancel the award should the supplier fail to perform in accordance with the terms of this award. If the City cancels the award, the City reserves the right to solicit the chemical from the next lowest bidder or other available sources as may be necessary to meet needs. Any expense incurred from this action may be the responsibility of the supplier who did not meet the requirements.

**City of Portsmouth, New Hampshire
Annual Chemicals**

Annual Chemicals Delivery Locations

Municipal Indoor Swimming Pool

50 Andrew Jarvis Drive
Portsmouth, New Hampshire
Phone: 603-427-1546
Fax: 603-433-8819

Municipal Outdoor Swimming Pool

99 Peirce Island
Portsmouth, New Hampshire
Phone: 603-433-0039
Fax: 603-433-8819

Spinnaker Point Adult Recreation Facility

30 Spinnaker Way
Portsmouth, NH 03801
Phone: 603-766-1484
Fax: 603-766-1483

**Bid Specifications
Annual Chemicals**

PLEASE NOTE ESTIMATED QUANTITIES ARE BASED ON ANNUAL USAGE UNLESS OTHERWISE STATED

- 1) **Diatomaceous Earth**

<u>Estimated quantity</u>	2400 pounds
<u>Delivery locations</u>	Municipal Indoor Swimming Pool
<u>Description</u>	Celite Diatomite, delivered. Quantities delivered at one time will vary between 10-36 50lb. pails . Delivery truck/trailer must have power tailgate. Deliveries are to be made within 5 business days from date of order. All deliveries must be received between the hours of 8:00am and 2:00pm, Monday through Friday.

- 2) **Sodium Bicarbonate**

<u>Estimated Quantity</u>	250 lbs -650 lbs.
<u>Delivery location</u>	Municipal Indoor Pool/Outdoor Pool/Spinnaker Point Indoor Pool
<u>Description</u>	Used to balance alkalinity. Delivered in 50lb. pails , 5 pails per delivery. Delivery truck/trailer must have power tailgate. Deliveries are to be made within 5 business days from date of order. All deliveries must be received between the hours of 8:00am and 2:00pm, Monday through Friday.

- 3) **Calcium Chloride**

<u>Estimated Quantity</u>	2150 lbs
<u>Delivery location</u>	Municipal Indoor Pool/Outdoor Pool/Spinnaker Point Indoor Pool
<u>Description</u>	Used to balance calcium hardness. 77% - 80% Flake. Delivered in 50lb pails , 5-10 pails per delivery. Delivery truck/trailer must have power tailgate. Deliveries are to be made within 5 business days from date of order. All deliveries must be received between the hours of 8:00am and 2:00pm, Monday through Friday.

- 4) **Sodium Thiosulfate**

<u>Crystal</u>	Formula Na 2 S2 O3
<u>Estimated quantity</u>	300 lbs - 700 lbs
<u>Delivery location</u>	Municipal Indoor Pool/Outdoor Pool/Spinnaker Point Indoor Pool
<u>Description</u>	Used to reduce the level of free available chlorine after shocking the pool. Requesting this be supplied

Bid #34-07

in **50lb. pails.** Delivery truck/trailer must have power tailgate. All deliveries are to be made within 5 business days from date of order. All deliveries must be received between the hours of 8:00am and 2:00pm, Monday through Friday.

**CITY OF PORTSMOUTH
PORTSMOUTH, NEW HAMPSHIRE
Bid Proposal Form (1 of 2)**

- 1) **Diatomaceous Earth** (MISP) \$ _____/lb
- 2) **Sodium Bicarbonate** (MI/OSP/SP) \$ _____/lb
- 3) **Calcium Chloride** (MI/OSP/SP) \$ _____/lb
- 4) **Sodium Thiosulfate, Crystal** (MI/OSP/SP) \$ _____/lb

MISP (Municipal Indoor Swimming Pool)
MI/OSP (Municipal Indoor/Outdoor Swimming Pool)
SP (Spinnaker Point Adult Recreation Indoor Pool)

**CITY OF PORTSMOUTH
PORTSMOUTH, NEW HAMPSHIRE
Bid Proposal Form continued (2 of 2)**

The undersigned agrees that he/she on behalf of Bidder has read the bid proposal documents, including the instructions to bidders, terms of award and bid specifications and agrees to the terms and conditions set forth therein.

At all times the undersigned agrees to maintain insurance coverage as described in Exhibit A. The City reserves the right to request insurance certificates demonstrating proof of coverage. The undersigned also agrees that Bidder will indemnify the City against all suits, claims, judgements, awards, loss, cost or expense (including without limitation attorneys' fees) arising in any way out of the Bidder's performance of its obligation under this award. Bidder will defend all such actions with counsel satisfactory to the City at its own expense, including attorneys' fees, and will satisfy any judgment rendered against the City in such action.

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: _____
(Print Name & Title)

Signature: _____

Date: _____

Company: _____

Address: _____

City/State/Zip: _____

Telephone: (____) _____

Fax No: _____

CONTACT NAME FOR ORDERING PURPOSES: _____

**EXHIBIT A
INSURANCE REQUIREMENTS**

General

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

At a minimum, the Contractor shall purchase and maintain, during the term of the award, insurance of the limits and types specified below:

- A) Comprehensive General Liability:
 - Bodily injury or Property Damage -- \$1,000,000/\$2,000,000
 - Single Limit/aggregate

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

- C) 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 minimum requirements of the most current laws of the State of New Hampshire.
 - Coverage requirements may be satisfied by an excess/umbrella policy.
 - Contractor shall obtain and maintain such pollution riders and other coverage as may be necessary to insure against risks specifically related to the transportation and delivery of chemicals.
 - The Contractor agrees to pay on the behalf of and hold harmless the City of Portsmouth for all claims arising in whole or in part from its work on behalf of the City.
 - The Contractor's insurance shall be primary in the event of a loss.

Evidence of Insurance

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