



# INVITATION FOR BID

SULLIVAN COUNTY COMPLEX

103 County Farm Road  
UNITY, NH 03743

## CHAIN LINK FENCE

**RESPONSES ARE DUE NO LATER THAN  
MAY 23, 2019 AT 2:00 PM**

**AT ADDRESS ABOVE OR EMAILED TO:**

Mary Bourque, Director of Facilities and Operations  
mbourque@sullivancountynh.gov

Sullivan County seeks bids from well qualified firms for:

**Project Description:** Provide and install 198 FT of 5' high galvanized chain link fence.  
9 gauge with 2" mesh  
40wt commercial grade pipe  
2 3/8 inch terminal and gate posts  
1 7/8 inch line posts  
1 5/8 inch top rail and gate frame.  
All posts to be installed in ground with concrete.  
Install (1) 4ft wide gate.  
Install black bottom lock privacy slats.

**Project Information:** Additional information about the requirements and this Invitation to Bid, including setting up an appointment to tour the project, can be provided by Mary Bourque who can be reached at 603-542-9511, extension 273 or mbourque@sullivancountynh.gov All requests for information and tours of the project must be completed by Monday, May 20<sup>th</sup>.

**Bidding Requirements:**

Responses to this Invitation for Bid must include the following information:

- Detailed proposed fee detailing the cost of materials and labor for the work to be performed.
- Include anticipated start date after award of contract and estimated time to complete the scope of services.

Contractors are expected to familiarize themselves with the site and scope before submitting a bid. The submission of a bid shall be deemed to represent that a contractor has reviewed and is satisfied with the conditions to be encountered in performing the work. Contractors must determine for themselves as to the methods and quantities of materials necessary. No allowances will be made for loss of anticipated profits or unanticipated expenses due to any errors or inaccuracies in the estimated quantities or project expenses incurred by the contractor.

Contractors are expected to be thoroughly familiar and comply with applicable laws, rules and regulations pertaining to the work required as part of this project, including but not limited to federal and state laws regarding worker safety, building codes, and licensing requirements.

Contractors shall assume all costs and expenses associated with preparation and submission of a bid.

**Prices:** Prices are to remain in effect for a period of sixty (60) days from submission and are to remain firm once project is awarded to the successful Contractor.

**Project Award:** It is anticipated that the Board of Commissioners will award this project during a regular public business meeting generally held the first or third Monday of each month. The following factors will be considered as the basis for award of the bid, with priority to be determined solely by the County:

1. Contractor Qualifications, Experience, Reputation and References
2. Compliance with Invitation for Bid Requirements
3. Ability to Meet Service Requirements
4. Contract Cost
5. Exclusions and Limitations
6. Warranty
7. Location of Business

Sullivan County reserves the right to accept or reject any bids and to waive any minor bid defects bid as may be in the County's best interest, and to request additional information from any bidder prior to issuing a notice of award or soliciting new bids. The County reserves the right to award the project as one or more contracts, to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in Sullivan County's sole judgment, the best interest of Sullivan County will be served.

**Agreement:** The successful contractor will be required to comply with all terms and conditions as set forth in this IFB and County's Agreement (Attachment A), except as may be specifically exempted by the County in writing, and to execute a written contract using the attached Agreement. Failure to execute a contract within 14 days of written notification from the County may constitute cause for cancellation of the bids acceptance and award.

Sullivan County is aware of the time and effort required to prepare responses and invites contractors to let us know of any bidding requirements that are unclear and/or create difficulty in responding.

Sincerely,



Mary Bourque  
Director of Facilities and Operations

**Attachments**

Attachment 1 – Sample Agreement

**ATTACHMENT 1**  
**AGREEMENT for SERVICES**

**THIS AGREEMENT** made as of the \_\_\_\_\_ in the year \_\_\_\_, by and between Sullivan County (hereinafter called 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:

1. **WORK** - The Contractor shall perform \_\_\_\_\_ as specified or indicated Scope of Services (Attachment A) and Contractor's Proposal (Attachment B), together herein called the Work, for the duration of the contract time. 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 work.
2. **CONTRACT TIME** - The initial term of this Agreement shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_ (the "Term").
3. **CONTRACT PRICE and PAYMENT**- Upon completion of the work, Owner shall pay the Contractor a sum of \_\_\_\_\_ \$ \_\_\_\_\_ with term of net 30 days after invoice date. Project completion shall be defined as all materials being completely and permanently installed in accordance with the contract documents, including completion of a punch list, and the site being broom-clean and free from hazards. When work has been performed, Contractor shall invoice at intervals no longer than 30 days during term of this Agreement.
4. **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 in accordance with the schedule of completion approved by Owner, 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.
5. **INDEMNIFICATION OF OWNER** – To the fullest extent permitted by law, the Contractor shall protect, indemnify, save, defend and hold harmless the Owner and its officials, agents, volunteers and employees from and against any and all liabilities, obligations, claims, demands, damages, penalties, causes of action, loss of services, compensation, costs and expenses, including but not limited to reasonable attorney and paralegal fees, which the Owner and its officials, agents, volunteers and employees may become obligated by reason of any accident, bodily injury, death of a person or loss of or damage to tangible property, which may in any way arise directly or indirectly in connection with or out of the services performed by Contractor or anyone directly or indirectly employed by Contractor or any other person or company retained in any way to carry on all or any portion of the services necessary to abide by the terms of the Agreement, including but not limited to any negligent, intentional, or wrongful act or omission by the Contractor or its officers, employees, or agents.
6. **INSURANCE** – The Contractor shall secure and maintain general liability coverage in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, vehicle liability coverage for bodily injury and property damage in an amount of not less than \$1,000,000 combined single limit, and workers compensation coverage as required by state law. Contractor shall furnish to the Owner a Certificate of Insurance and an endorsement prior to commencing work, demonstrating that the County and its officials, agents, volunteers and employees are named as an additional insured on the general liability and automobile liability insurance coverage.
7. 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.

8. 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.
9. Agreement between Owner and Contractor and may only be altered, amended, or repealed by a duly executed written notice.
10. The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof.
11. Contractor will provide the required services and will not subcontract or assign the services without the Owner's written approval. Contractor will not hire any Owner employee for any of the required services without the Owner's written approval.
12. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

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

**CONTRACTOR:**

**OWNER:**

**SULLIVAN COUNTY, NEW HAMPSHIRE**

Board of Commissioners

24 Main Street

Newport, NH 03773

BY:

BY:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

Duly authorized to enter into this agreement  
by vote of the Board of Commissioners on  
DATE