

## INFORMATION FOR BIDDERS

### 1. Receipt and Opening of Bids

The Pease Development Authority (herein called the Owner or PDA) invites sealed bids for the leasing of a Seasonal Event Tent for use May 1, 2024 through October 20, 2024, with two (2) one (1) year options to extend, at the Pease Golf Course at the Pease International Tradeport. Bids must be submitted on the forms provided and will be received at the office of the PDA, 55 International Drive, Pease International Tradeport, Portsmouth, New Hampshire until **10:00 a.m., Thursday, February 22, 2024**, at which time they will be publicly opened and read aloud.

The mailing address is:  
Pease Development Authority  
Attn. Golf Course  
55 International Drive  
Portsmouth, N.H. 03801

Bids shall be enclosed in two sealed (2) envelopes (inner and outer) to prevent premature opening. Both envelopes shall be **sealed and clearly labeled, "Seasonal Event Tent and Service Agreement Bid, Submitted by (Company's Name), Attention: Golf Course."**

The owner reserves the right to reject any and all bids to waive any informality, and/or to accept the bid determined to be in its best interests. Any bid may be withdrawn prior to the above scheduled bid opening, or authorized postponement thereof. Any bids received after the date and time specified shall not be considered. No company may withdraw its bid within 60 days following the opening.

### 2. Description of Bid

This request for bids seeks a lease agreement for the installation, servicing, and removal of a 40' x 60' JTrac Frame Seasonal Event Tent with SR Sliding Keeder window walls and Café String Lights with on off switch, for one (1) year. The Seasonal Event Tent must be secured in place consistent with manufacturer specifications, and in accordance with all permits and applicable laws.

In addition, the PDA is seeking pricing for Single Day Event Tent rental of: 1) a 30' x 50' pole tent with sides; and 2) a 40' x 60' pole tent with sides. Single Day Event Tent rental must be secured in place consistent with manufacturer specifications, and in accordance with all permits and applicable laws.

The Seasonal Event Tent shall be delivered to and installed by the successful bidder by May 1, 2024, to the Pease Golf Course, Portsmouth, New Hampshire, complete with all options as specified herein. All tent servicing and maintenance is the responsibility of the successful bidder. The successful bidder shall remove the tent on or after October 20, 2024, or at the end of each golf season (as determined by the Owner), unless another date is requested by the Owner.

3. Preparation of Bid

Bids must be submitted in ink and on the original prescribed forms. Bidder shall make no stipulations on the bid form nor qualify the bid in any manner. No conditional bids will be accepted. Each bid must be prepared in strict accordance with the requirements of these specifications.

PDA will require the successful bidder to use PDA's lease form. No deviations from the form will be permitted. Any agreements which bidder intends to enter into with a financing entity will be subject and subordinate to PDA's lease agreement in the first instance. It is incumbent upon the bidder to ensure that the PDA's lease is acceptable to any entity providing financing to a bidder. To the extent bidder's financing documents are inconsistent or incompatible with PDA's lease form, PDA reserves the right to reject the bid and award the bid to the next lowest qualifying bidder. PDA will not review sample financing documents in advance of the bid.

4. Addenda and Interpretations

No interpretation of the meaning of the specifications or other bid documents will be made orally.

Every request for such interpretation should be made in writing addressed to Pease Golf Course and to be given consideration, must be received no less than ten (10) working days prior to the date fixed to the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents and noted on the bid form.

5. Laws and Regulations

The bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances (including but not limited to the requirement for any permits), and the rules and regulations of all authorities having jurisdiction over the bid shall apply to the Contract throughout, and they are deemed to be included in the Contract the same as though herein written in full.

6. Execution of Contract

The successful bidder shall sign the necessary agreements and enter into a contract with the Owner and return the same to the office of the Owner within ten (10) calendar days after the Contract is mailed.

7. Equipment Catalogues

All bidders shall include a catalogue (or literature) in the bid marked to indicate the standard factory equipment included with the Seasonal Event Tent and the Single Day Event Tents, as well as any required installation procedures/methods.

8. Specification Variations

The Owner reserves the right to waive minor variations of the specifications if they do not significantly affect the equipment performance or alter the intent of the specifications.

9. Payment

The lease amount will be remitted in May each season following scheduled delivery and installation of the Seasonal Event Tent. Payment for the provision of any Single Day Event Tent shall be made within thirty (30) days of receipt of an invoice.

10. Delivery Time

Seasonal Event Tent, sides and lighting will be delivered and installed no later than May 1, 2024, unless conditions warrant an otherwise agreeable date to the Owner as agreed to in writing. The Seasonal Event Tent shall be serviced monthly and remain in place through October 20, 2024, or at the end of each golf season (as determined by the Owner), unless another date is requested by the Owner.

11. Award and Agreement

It is the intent of the Owner to award a contract to the lowest responsible Bidder for one (1) season, with two (2) one (1) year options to extend in connection with the proposal Owner selects, provided the bid has been submitted in accordance of the requirements of the bidding documents and does not exceed the available funds. The Owner shall have the right to waive informalities or irregularities and to accept the bid, which, in the Owner's judgment is in the Owner's best interest.

The agreement shall be prepared by the Owner, a copy of which is included with these bid documents. No substantive changes to the proposed agreement will be permitted after the notice of award of the contract to the successful bidder.

12. Insurance

A. Contractor to Provide and maintain during the term of any agreement:

1. Comprehensive General Liability Insurance, on an occurrence basis (including vendor's coverage) in an amount of no less than \$2,000,000.00 each occurrence, \$2,000,000.00 products aggregate, and \$2,000,000.00 general aggregate.
2. Automobile Liability Insurance with at least \$1,000,000.00 combined single limit.
3. Evidence of umbrella liability to the extent CGL coverage limits need to meet \$2,000,000.00 per occurrence threshold minimum limit.

4. Evidence of Workman's Compensation coverage for all personnel performing work under the contract as required by state law (state law exclusion from coverage for proprietors/partners/executive officers not permitted).

B. PDA as Additional Insured.

1. All policies of insurance (except Workers' Compensation) shall name the PDA as additional insured which names the PDA as an additional insured, contains a waiver of subrogation in favor of the PDA, and is primary and non-contributory with regards to any insurance carried by the PDA.

INTENT

It is the Owner's intent to choose a bid that is in the best interests of the Owner as determined in its sole discretion.

SEASONAL EVENT TENT GENERAL SPECIFICATIONS

40' X 60' White JTrac Frame @ 8' EH  
SR Sliding keeder window walls  
Café String Lighting 56 Ft LED minimum with on/off switch  
Installation per manufacturer specifications and any applicable permits/laws

ADDITIONAL SINGLE DAY EVENT TENT GENERAL SPECIFICATIONS

30' x 50' White Pole tent @ 8' EH  
White side panels  
Installation per manufacturer specifications and any applicable permits/laws

40' X 60' White Pole Tent @ 8' EH  
White side panels  
Installation per manufacturer specifications and any applicable permits/laws

FULL MAINTENANCE

Dealer shall be responsible for all maintenance, repairs, parts, labor and other services required keeping equipment in safe and good working condition during the entire term of the agreement. Lessor agrees to complete repairs or provide a "loaner" Seasonal Event Tent within two (2) business days of receiving the Lessee's phone call to the Lessor of need for event tent repairs. Lessor further agrees to provide periodic inspections and routine servicing of the Seasonal Event Tent throughout each golf season.

WARRANTY

Manufacturer's warranty, a copy of which shall be provided with the bid.

**AGREEMENT**

**THIS AGREEMENT**, made effective this \_\_\_\_\_, 2024, between the **PEASE DEVELOPMENT AUTHORITY** (“PDA” or “Owner”), an agency of the State of New Hampshire established pursuant to N.H. RSA 12-G:1 et. seq. with a principal place of business at 55 International Drive, Pease International Tradeport, Portsmouth, New Hampshire 03801 and \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (“Contractor”).

- (A) Agreement
- (B) Advertisement for Bids
- (C) Information for Bidders
- (D) Contractor’s Bid
- (E) Contractor’s Insurance Certificate(s)

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned:

1) The Contractor will provide Seasonal Event Tent to Pease Development Authority at Pease Golf Course in accordance with the PDA’s specifications and directions and the Contractor’s \_\_\_\_\_ proposal dated \_\_\_\_\_, 202\_\_\_\_ which meet or exceed the requirements of the Contract Documents, as that term is defined in Section 4 of this Agreement (the “Project”). Additionally the contractor shall supply Single Day Event Tent(s) as needed at the prices set forth in the contract documents

2) The Contractor will commence work in accordance with the time frames and schedules set forth in the Contract Documents.

3) The Contractor agrees to comply with the terms of the Agreement and to perform all of the work described in the Contract Documents for the sum not to exceed \$\_\_\_\_\_ for one (1) season (May 1, 2024 through October 20, 2024) (the “contract amount”).

4. The term “Contract Documents” means and includes the following:

5. The Contractor will furnish all of the materials, supplies, tools, equipment, labor, supervision and other items and services necessary for the completion of the Project, except as otherwise set forth in the Contract Documents.

6. Payment to Contractor will be made in accordance with Section 9 of the Information for Bidders form.

7. This Agreement is not assignable by the Contractor and any attempt at assignment is void.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

9. This Agreement is executed in a number of counterparts, each of which is an original and constitutes the entire agreement between the parties. This Agreement shall be construed according to the laws of the State of New Hampshire. This Agreement shall not be amended or modified except by an agreement in writing signed by the parties.

**10. Insurance.**

a. The Contractor agrees to take out and maintain during the term of this Agreement at its expense adequate insurance coverage with an insurance company or companies acceptable to the Owner to cover the liability accepted by the Contractor in the indemnity provisions

of this Agreement unless otherwise agreed including but not limited to:

(1) comprehensive general liability insurance, including but not limited to general operation and completed operations liability insurance and vendor's coverage, on an occurrence basis, against claims for bodily injury, death or property damage occurring upon, in or about the Project including any buildings thereon adjoining sidewalks, streets and passageways, to a limit of not less than \$2,000,000 each occurrence, \$2,000,000 per project aggregate, and \$2,000,000 general aggregate with no deductible or such deductible amount as may be approved by the Owner;

(2) workers' compensation and employer's liability insurance in an amount and form which meets all applicable requirements of State and Federal law and which specifically covers all personnel performing work under the Contract (state law exclusion coverage for proprietors, partners or executive officers not permitted);

(3) automobile liability insurance, if applicable, in an amount not less than \$500,000 combined single limit against liability for bodily injury or property damage arising out of the acts or omissions by or on behalf of the Contractor or any insured or underinsured person or organization or involving any owned, non-owned, leased or hired automotive equipment in connection with the Contractor's activities.

b. All such policies of insurance shall be effected under valid and enforceable policies, in such forms and amounts as may, from time to time, be required under

this Agreement, issued by insurers of recognized responsibility which are authorized to transact such insurance coverage in the State of New Hampshire, and which have been approved in writing by the Owner which approval shall not be withheld unreasonably. All such policies of insurance (other than workers' compensation insurance) shall name the Owner and the State of New Hampshire as additional insureds. All such policies of insurance shall contain a description of the Project. Upon the execution of this Agreement (and thereafter not less than fifteen (15) days prior to the expiration date of each policy pursuant to this clause) a certificate of insurance, which delineates requisite coverages, reasonably satisfactory to the Owner bearing a notation evidencing the payment of the premium or accompanied by other evidence reasonably satisfactory to the Owner of such payment shall be delivered by the Contractor to the Owner.

c. Each such policy or certificate therefor issued by the insurer shall to the extent obtainable contain: (i) a provision that no act or omission of Contractor, or any employee, officer or agent of the Contractor which would otherwise result in forfeiture or reduction of the insurance therein provided shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained; (ii) an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days prior written notice by registered mail to the Owner; (iii) provide that the insurer shall have no right of subrogation against Owner and the State of New Hampshire; and (iv) provide that the insurance carried by the Contractor shall be primary and non-contributing with respect to any insurance coverage carried by the PDA.

d. The Contractor shall observe and comply with the requirements of all policies of insurance at any time in force with respect to this Agreement and shall also perform and satisfy the requirements of the companies writing such policies so that at all times companies of good standing reasonably satisfactory to the Owner shall be willing to write or to continue such insurance.

e. The Contractor shall either (i) require each of its subcontractors to procure and to maintain during the life of said subcontract the type and amounts of insurance specified above or (ii) insure the activities of its subcontractor in the Contractor's policy.

#### 11. Indemnification.

The Contractor shall indemnify, hold harmless and defend the Owner and the State of New Hampshire, their officers, board members, agents and employees (the "Indemnitees") from and against all losses, suits, claims, liabilities, penalties, fines, judgments, costs and expenses, including without limitation attorneys' fees, consultants' fees and experts' fees arising out of, or in any manner predicated upon personal injury, death or property damage resulting from, related to, caused by or arising out of (or which may be claimed to arise out of) the Contractor's performance of its obligations under this Agreement; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, its subcontractors, anyone directly or indirectly employed by either the Contractor or its subcontractors, or anyone for whose acts any of the foregoing may be liable.

In any and all claims against the Indemnitees or any one of the Indemnitees by any employee of the Contractor, its subcontractors, anyone directly or indirectly employed by an employee or subcontractor of

the Contractor, or anyone for whose acts of such employees and subcontractors may be liable, the indemnification obligation shall not be limited in any way by a limitation on the amount of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefits acts.

In the event that any action or proceeding is brought against the Indemnitees or any one of the Indemnitees by reason of any matter for which the Contractor has hereby agreed to indemnify, hold harmless and defend, the Contractor, upon notice from the Indemnitees or any one of them, covenants to resist or defend such action or proceeding with counsel acceptable to the Indemnitees or any one of them as the case may be.

Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of the sovereign immunity of the Owner or State of New Hampshire which is hereby reserved to the Owner and the State of New Hampshire.

The provisions of this indemnification shall survive the expiration or termination of this Agreement, and the Contractor's obligations hereunder shall apply whenever any one of the Indemnitees incur costs or liabilities described above.

#### 12. Default and Termination.

If the Contractor:

- b) fails to begin work under this Agreement within the time specified in the notice to proceed;
- c) fails to perform the work with sufficient workers and equipment or with sufficient materials to assume prompt completion of said work;
- d) performs the work unsuitably, or neglects or refuses to remove material



- or to perform a new such work as may be rejected as unacceptable or unsuitable;
- e) discontinues the prosecution of the work;
  - f) fails to resume work which has been discontinued, within a reasonable time after notice to do so;
  - g) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency;
  - h) makes an assignment for the benefit of creditors; or
  - i) for any other cause whatsoever, fails to carry on the work in an acceptable manner,

the Owner will give notice in writing to the Contractor for such delay, neglect or default. If the Contractor does not proceed in accordance with said notice, then the Owner will, upon written notification from its Representative of the fact of such delay, neglect or default and the Contractor's failure to comply with such notice, have full power and authority without violating this Agreement, to take the delivery of services out of the hands of the Contractor. The Owner may enter into an agreement for the completion of this Agreement according to the terms and conditions hereof, or use such other methods as in its opinion will be required for the completion of said Agreement in an acceptable manner.

All extra costs and charges incurred by the Owner as a result of such delay, neglect or default, together with the cost of completing the services under this Agreement will be deducted from any monies due or which may become due to Contractor. If such expense exceeds the sum which would have been payable under this Agreement then the Contractor shall be liable and shall pay to the Owner the amount of such excess within thirty (30) days of notice from Owner.

[Reserved].

#### Termination Without Fault.

Notwithstanding the default provisions of Section 12, the Owner, for any cause, including but not limited to an order of any federal authority or petition of the Contractor due to circumstances beyond its control, may by written notice to the Contractor terminate this Agreement or any portion thereof subject to condition (a) provided below.

Notwithstanding anything to the contrary contained in these conditions, it is understood and agreed by the parties hereto that all obligations of the Owner hereunder, including the continuance of payments, are contingent upon the availability and continued appropriation of State funds, and in no event shall Owner be liable for payments hereunder in excess of such available or appropriated funds. In the event of a reduction, termination or failure to appropriate any or all such available funds or appropriations or a reduction of expenditure of State funds, the Owner may, by written notice to the Contractor, immediately terminate this Agreement in whole or in part in accordance with the following conditions:

- a. When this Agreement, or any portion thereof, is terminated before completion of all items of work therein, payment will be made for the actual items of work completed. Payment of items of work not completed at time of termination shall be the greater of the following amounts: (1) a percentage of completion of the particular item at time of termination. No claim for loss of anticipated profits on items or units of work not completed will be allowed.

#### 15. Required Contract Provisions for FAA Obligated Airports and/or Airport Improvement Program Projects as may be Applicable.

\*as may be updated by the FAA from time to time.

[https://www.faa.gov/airports/aip/procurement/federal\\_contract](https://www.faa.gov/airports/aip/procurement/federal_contract)

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract, effective on the date first above written.

Pease Development Authority

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Paul E. Brean, Executive Director

\_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

