

**THE CITY OF LACONIA
NEW HAMPSHIRE**



**REQUEST FOR BID
BID No. B26-02-01**

Parks and Recreation Portable Toilets

Due date: February 27, 2026 – 2:30pm

City of Laconia
Purchasing Office
45 Beacon Street East
Laconia, NH 03246

Date: 02/12/2026
Bid#: B26-02/01
Bid Due Date: 02/27/2026
Bid Due By (Opening): 2:30pm

Please direct any questions regarding this Bid Conditions to: Gina Mastine at 603-524-3877 or by email to gmastine@laconianh.gov

BID INVITATION FOR: Parks and Recreation Portable Toilet

Unless specifically amended or deleted, by the Purchasing Office, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

GENERAL TERMS AND CONITIONS:

BIDS. Bids must be received at the Purchasing Office before the date and time specified for the opening. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law. Bids will be made available to the public after the time of award. Bid results will be given by mail only if requested in writing and accompanied by a self addressed, stamped business size envelope.

SPECIFICATIONS. Vendors must submit on items as specified. Any changes in specifications must be noted on the "Specifications Exception Form". Vendors shall be notified in writing if any changes to the specifications are made.

AWARD. The award will be made to the responsible vendor submitting a conforming Bid meeting specifications at the lowest cost unless other criteria are noted in the Request for Bid. Unless otherwise noted, the award may be made by individual items. If there is a discrepancy between the unit price and the extension, the unit price will prevail. When identical low bids are received the award will be made to the local vendor. If identical low bids are received by local vendors, or non-local vendors, the award will be determined by the toss of a coin. Discounts will not be considered in making award but may be offered on the invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of invoice, whichever is later.

ASSIGNMENT PROVISION. The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the city under this contract if so requested by the City of Laconia.

CITY'S OPTIONS. The City of Laconia reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the City, and to waive irregularities that it considers not material to the bid.

PUBLIC INFORMATION. The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (including but not limited to fees, contracts, agreements, and prices) are subject to the laws of the State of New Hampshire regarding public information.

PERSONAL LIABILITY. The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the City of Laconia shall incur no liability of any kind.

PROOF OF COMPLIANCE. The responding vendor may be required to supply proof of compliance with bid/proposal specifications. When requested, the responding vendor must immediately supply the Purchasing Office with certified test results or certificates of compliance. Where none are available, the City of Laconia may require independent laboratory testing. All costs for such testing, certified test results or certificates of compliance shall be the responsibility of the responding vendor.

FORM OF CONTRACT. The terms and conditions set forth in any additional Terms and Conditions by the Purchasing Office are part of the bid and will apply to any contract awarded to the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

OFFER. The undersigned hereby offers to sell to the City of Laconia the commodities or services indicated in the following page(s) of this Bid at the price(s) quoted in complete accordance with all conditions of this Bid.

Company Name: _____

Address: _____

Phone#: _____ **E-mail#:** _____

Authorized Signature: _____

Printed Name: _____

This document must be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all City of Laconia terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to City of Laconia contract and purchase order terms and conditions.

City of Laconia, New Hampshire
Insurance Requirements for All Vendors

<u><i>Additional Coverage is Required if Checked</i></u>	<u><i>Minimum Limits Required</i></u>
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Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medica Expense (Any One Person)	\$ 5,000

☐ Occurrence

☐ Claims Made

Additional Coverage to Include

<input type="checkbox"/> Owners & Contactors' Protective – Limit	N/A
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☐ Underground/Explosion and Collapse

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
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☐ Any Auto, Symbol 1

☐ Include Employees as Insured

Additional Coverage to include

<input type="checkbox"/> Garage Liability	N/A
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<input type="checkbox"/> Garage Keepers Legal Liability	N/A
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Workers Compensation

NH Statutory including Employers Liability

-Each Accident/Disease-Policy Limit/Disease-Each Employee	\$100,000/\$500,000/\$100,000
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Commercial Umbrella

May be substituted for higher limits required above	\$1,000,000
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☐ Follow Form Umbrella on All requested Coverage

(X) **The City of Laconia must be named as Additional Insured on a Primary and Non-Contributory Basis with respect to General and Automobile Liability**

Proposer's Signature

**CITY OF LACONIA
REQUEST FOR BIDS**

**RFB No. B26-02-01
Parks and Recreation Portable Toilets**

The City of Laconia Parks and Recreation Department requests sealed competitive bids to provide portable toilets for four (4) locations. All locations, delivery and pick-up times are included within this bid document. The City seeks four (4) standard units and two (2) accessible units for the summer. Additionally, three (3) standard units and one (1) accessible unit for July 4, 2026, celebration, twenty-eight (28) standard units and six (6) accessible units for the Pumpkin Festival in October.

Sealed bids clearly marked **“Parks and Recreation Portable Toilets”** will be received by the City of Laconia Purchasing Office, 45 Beacon Street East, Laconia, NH 03246 by **2:30pm, February 27, 2026**, where bids will be publicly opened and read aloud.

The selected firm will be expected to provide a Certificate of Insurance satisfactory to the City of Laconia for Auto, Workers Compensation and General Liability in the amount of \$1m per occurrence and \$2m general aggregate. The Certificate must name the City of Laconia as an “Additional Insured.”

The City of Laconia reserves the right to accept or reject any and all bids or any part thereof, to waive any formality in the bidding process, and to accept the bid considered to be in the best interest of the City. Failure to submit all information called for herein may be sufficient grounds for disqualification. The City reserves the right to cancel this bid request at any time for any reason.

After the first year is completed based solely on the determination of the Director of Recreation and Facilities the City may extend the contract for additional one-year terms, for up to four consecutive years. Any extension depends on available funding, mutual agreement between the contractor and the Director of Recreation and Facilities, and discretion of the City Manager.

Compensation payable to the Contractor for extension years may be adjusted upward or downward to reflect changes in the Consumer Price Index (“CPI”) published by the U. S. Department of Labor. Adjustments will be made based on CPI for All Urban Consumers, Not Seasonally Adjusted for the Boston-Brockton-Nashua, MA-NH-ME-CT Area for All Items. The percentage of adjustment, if any, to be made in the Contractor’s compensation at the beginning of any contract extension year shall be the same percentage by which the CPI change between February 1, 2026, of the preceding calendar year and January 31, 2027, of the calendar year in which the adjustment is to take effect. For example, if between February 1, 2026, and January 31 of 2027 the CPI increased by five (5) percent, then the compensation to be paid to the Contractor from May 1,

2027, through October 30, 2027, shall be increased by five (5) percent over the amount paid in the previous contract year.

BID SUBMISSIONS

Sealed bids must be clearly marked **“Parks and Recreation Portable Toilets”**

Bids shall be delivered to: City of Laconia – Finance Department (2nd Floor) Attn: Purchasing Specialist 45 Beacon Street East Laconia, NH 03246.

Deadline: **2:30pm February 27, 2026**, Bids will be publicly opened and read aloud at that time.

PREPARATION OF BIDS

- Bids must be submitted on the forms provided.
- Each bid must be signed by the bidder or an authorized representative.
- Unless otherwise specified, all prices shall remain firm for the duration of the contract.

EVALUATION CRITERIA

The City will evaluate bids based on:

- Vendor qualifications
- Relevant experience
- Reputation of the firm
- Proposed cost

INFORMATION AVAILABLE

Attachment A – Example Contract

Questions regarding this bid may be directed to:

Gina Mastine gmastine@laconianh.gov

Laconia Parks & Recreation
2026 Portable Toilet Location, Delivery & Pick up Times

Location:

Delivery & Pick up Times:

1 Standard Unit & 1 Accessible Unit
Opechee Park
North Main Street
Laconia, NH 03246

First week of May through the last week of
October 2026

1 Standard Unit
Messer Street – Boat Launch
184 Messer Street
Laconia, NH 03246

First week of May through the last week of
October 2026

1 Standard Unit
Bartlett Beach
150 Winnisquam Avenue
Laconia, NH 03246

First week of May through the last week of
June 2026
First week of September through the last week of
October 2026

1 Standard Unit & 1 Accessible Unit
Weirs Beach Parking Lot
17 Endicott Street, North (Route 3)
Laconia, NH 03246

First week of May through the end of
October 2026

****Additional**

4th of July celebration July 4, 2026
3 Standard Units & 1 Accessible Unit
Opechee Park
North Main Street
Laconia, NH 03246

Drop off Thursday July 3, 2026,
pick up July 6, 2026

Pumpkin Festival
24 Standard and 6 Accessible Units
will be strategically placed throughout
the downtown area.

Drop Off Friday October 23, 2026,
pick up October 26, 2026

BID SHEET
BID No. B26-02-01
Parks and Recreation Portable Toilets

1. All portable toilets shall be “state of the art” units in good working condition, not more than three (3) years old, with effective odor-control and cleanliness features including hand sanitizer dispensers. All toilets are to be delivered and serviceable through the dates and times provided.
2. Units shall be serviced as required to maintain usability or as requested by the City’s representative.
3. Professionally trained personnel qualified to perform the assigned tasks shall be appointed by the Contractor to supply the necessary maintenance of the toilets.
4. The successful bidder must meet with the Director of Recreation and Facilities prior to drop off to discuss the placement of the units and the maintenance plan that will be used to guarantee that the toilets will be usable at all times. It is anticipated that the toilets will require service once a week.
5. Units must attach to a provided post or fence so the units cannot be tipped over or moved.
6. Units must be in reasonable working condition (doors function properly, dispensers operate, no broken elements).
7. Each unit must have a cleaning log in it documenting when the unit was cleaned.

(I) (We) quote the following:

Opechee

First week of May through the last week of October 2026 May-October 2026

Number of standard units (1) x unit price: _____ each = \$ _____ total

Number of accessible units (1) x unit price: _____ each = \$ _____ total

Messer Street

First week of May through the last week of October 2026 May-October 2026

Number of standard units (1) x unit price: _____ each = \$ _____ total

Bartlet

First Week of May through the end of June 2026 May-June 2026

Number of standard units (1) x unit price: _____ each = \$ _____ total

First week of September through the end of October 2026 September-October 2026

Number of standard units (1) x unit price: _____ each = \$ _____ total

Weirs Beach Parking Lot

First week of May through the last week of October 2026

May-October 2026

Number of standard units (1) x unit price: _____ each = \$ _____ total

Number of accessible units (1) x unit price: _____ each = \$ _____ total

Opechee Park fourth of July celebration July 4, 2026.

July 3, 2025 – July 6, 2026

Number of standard units (3) x unit price: _____ each = \$ _____ total

Number of accessible units (1) x unit price: _____ each = \$ _____ total

The toilets shall be delivered by Thursday July 3, 2026, and picked up July 6, 2026, after the celebration.

Pumpkin Festival October 2026

October 23, 2026 – October 25, 2026

Number of standard units (24) x unit price: _____ each = \$ _____ total

Number of accessible units (6) x unit price: _____ each = \$ _____ total

The toilets shall be delivered by Friday October 23, 2026, and picked up October 25, 2026, when the festival has ended.

Total amount of Bid

\$ _____ TOTAL

Deliver on the date of your first billing cycle and pick up at the end of your billing cycle to avoid any confusion.

(I) (We) hereby certify that (I) (We) have read each and every part of this bid and advertisement, and (I) (We) understand that failure to comply with any statement, part or request of this bid will be casus for rejection thereof.

Signed: _____

Printed Name: _____

Title: _____

Company Name: _____

CITY OF LACONIA, NEW HAMPSHIRE

SPECIFICATIONS EXCEPTIONS FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Laconia to interpret information concerning the materials which you intend to furnish.

If your bid/quotation does not meet all our specifications, you must state so in the space provided below:

Bids on equipment, vehicles, supplies, service, and materials not meeting specifications may be considered by the City, however all deviations must be listed above.

If your bid does not meet our specifications, and your exceptions are not listed above, the City of Laconia may claim forfeiture of your bid bond if submitted.

I DO meet specifications.

Signed: _____ Date _____

I DO NOT meet the specifications listed in this bid. EXCEPTIONS ARE NOTED ABOVE.

Signed: _____ Date _____

YOUR BID MAY BE REJECTED IF YOU DO NOT SIGN AND SUBMIT THIS PAGE.

CITY OF LACONIA, NEW HAMPSHIRE

CERTIFICATION OF NON-COLLUSION

The contractor/vendor hereby agrees that it will assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which affect the price of goods or services obtained by the state under this contract if so, requested by the State of New Hampshire.

The undersigned bidder, having fully informed himself regarding the accuracy of the statements made herein, further certifies that:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other vendor or materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bid or its surety on any bond furnished with the bid and will not be communicated to any person prior to the official opening of the bid.

The undersigned bidder further certifies that this statement is executed for the purpose of inducing the City of Laconia to consider the bid and make an award in accordance therewith.

Legal Name of Bidder _____

Business Address _____

Bidder's E.I. Number* _____

Signature of Person Authorized to Sign** _____

Date _____ and Title _____

* Enter the Federal Social Security Identification Number of the Bidder (the number used on Employer's Quarterly Federal Tax Return; U.S. Treasury Department form 941).

** Statement shall be signed by the bidder if he is an individual, by a partner if the bidder is a partnership, or by an officer or employee of the corporation having the power to sign on its behalf if the bidder is a corporation.

CITY OF LACONIA, NEW HAMPSHIRE

BUSINESS AND TAXPAYER IDENTIFICATION INFORMATION

(T I N)

1. THIS BUSINESS IS A: (Please check one)

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Corporation

☐ Non-Profit Entity

☐ Other (please describe): _____

2. LICENSED OR OTHERWISE AUTHORIZED TO DO BUSINESS BY THE STATE
OF: _____

3. TAXPAYER IDENTIFICATION NO. (TIN): _____ - _____ - _____
OR
SOCIAL SECURITY NUMBER _____ - _____ - _____

LEGALLY ISSUED IN THE NAME OF: _____

DOING BUSINESS AS (DBA): _____

ADDRESS: _____

CITY/TOWN, STATE, ZIP: _____

NOTES:

YOUR BID MAY BE REJECTED IF YOU DO NOT COMPLETE AND SUBMIT THIS PAGE
WITH YOUR BID.

CHECKS IN PAYMENT OF OBLIGATIONS BY THE CITY WILL BE MADE PAYABLE TO
YOUR LEGALLY ISSUED NAME UNLESS YOU STATE A D/B/A (DOING BUSINESS AS).
FEDERAL TAX REPORTING, IF REQUIRED, WILL ALSO BE IN YOUR LEGAL NAME.

**FAILURE TO PROVIDE A T.I.N. WILL SUBJECT YOU TO 20% FEDERAL BACK-UP
WITHHOLDING.**