RFP 25-11

City of Concord, New Hampshire

Purchasing Division

REFURBISH THE CITY'S AUTOMOTIVE REFUELING STATION 311 NORTH STATE STREET, CONCORD, NH

Prepared for and in coordination with the

GENERAL SERVICES DEPARTMENT
EQUIPMENT SERVICES DIVISION

Contract Documents
Proposal Documents
Specifications

Firm:_____

PROPOSAL DUE DATE/TIME: MARCH 3, 2011 NOT LATER THAN 2:00 PM
NON-MANDATORY PRE-PROPOSAL MEETING DATE/TIME: FEBRUARY 8, 2011 AT 10:00 AM
LOCATION: 311 NORTH STATE STREET., CONCORD, NH

City of Concord, New Hampshire

PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY
311 NORTH STATE STREET
CONCORD, NH 03301

(603) 225-8530 FAX: (603) 230-3656

www.concordnh.gov

REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified private firm to refurbish the City's automotive refueling station and provide and/or install replacement equipment as described later in this Request for Proposals. The location of this refueling station is 311 N. State Street, Concord, NH 03301.

Proposals must be received no later than **2:00 PM on March 3, 2011** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted in a sealed envelope which is clearly marked,

"RFP 25-11
REFURBISH THE CITY'S AUTOMOTIVE REFUELING STATION
311 NORTH STATE STREET, CONCORD, NH"

Requests for Proposals may be issued only by the Purchasing Manager, or his designee, to authorized firms, and are not transferable unless authorized by the Purchasing Manager, or his designee.

Copies of RFP25-11 are available from the Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 (603-225-8530) or on-line at www.concordnh.gov/purchasing.

A **non-mandatory** pre-proposal meeting shall be held on **February 8, 2011 at 10:00 am** in the Conference Room at the Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301. A site walk to review the project location will follow a brief project summary.

Each proposal shall be accompanied by a certified check, cash, check drawn by a New Hampshire bank or proposal bond for and subject to the conditions provided in this RFP. The amount of such proposal deposit shall be 10 percent (10%) of the total proposal and made payable to the City of Concord, New Hampshire.

The successful proposer will be required to furnish a performance bond and a separate payment bond in the amount of one hundred percent (100%) of the contract price.

Progress Payments: On not later than the last day of every month, the Contractor shall prepare and submit an invoice covering the total quantities of work that have been completed from the start of the job up to and including the last day of the preceding month together with such supporting evidence as required by the City.

Retainage: The City shall retain a portion of the progress payments, each month, in accordance with the following procedures:

1. Until work is 50% complete, as determined by the City, retainage shall be 10% of the monthly payments claimed. The computed amount of retainage shall be deposited in a non-interest bearing account established by the City.
2. After the work is 50% complete, and provided the Contractor has satisfied the City in quality and timeliness of the work, and provided further that there is no specific cause for withholding additional retainage no further amount shall be withheld.
3. Upon substantial completion, the amount of retainage shall be reduced to 2% of the total contract price plus an additional retainage based on the City's estimate of the fair value of the punch list items and the cost of completing and/or correcting such items of work, with specified amounts for each incomplete or defective item of work. As these items are completed or corrected, they shall be paid out of the retainage until the entire project is declared completed. The final 2% retainage shall be held, in the non-interest bearing account, during the one/two year warranty period and released only after the City has accepted the project.

Liquidated Damages: In the event that the Contractor fails to satisfactorily complete the work contemplated and provided for under this contract, on or before the date of completion, the City shall deduct from the payments due the Contractor each month, the sum of five hundred dollars ($500.00) plus engineering charges per day for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay, to be paid in full and subject to no deduction. If the payments due the Contractor are less than the amount of such liquidated damages said damages shall be deducted from any other monies due, or to become due the Contractor, or shall be paid by the Contractor's surety.

All proposals received will be considered confidential and not available for public review until after a vendor has been selected.

The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

Failure to submit all information as detailed on the Proposal Submission Checklist and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

All proposals are advertised, at the City's discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
City of Concord, NH	Posted on City Website and in City Hall Lobby	41 Green Street, Concord NH 033301	603.225.8530 603.230.3656(fax)	purchasing@onconcord.com www.onconcord.com/purchasing
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	plansroom@agcnh.org http://nh.agc.org
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856 603.627.4524(fax)	info@constructionsummary.com www.constructionsummry.com
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	bids@bidocean.com www.bidocean.com
McGraw Hill Construction	Bid House	880 Second Street, Manchester NH 03102	603.645.6554 603.645.6714(fax)	Priscilla_littlefield@mcgraw-hill.com www.construction.com
New England Construction News - CDC News	Bid House	100 Radnor Rd S-102, State College, PA 16801	1.800.652.0008 1.888.285.3393(fax)	mweaver@cdcnews.com www.cdcnews.com

CITY OF CONCORD, NH

Douglas B. Ross, Purchasing Manager
Date: 1/24/11

PROPOSAL DUE DATE/TIME: MARCH 3, 2011 NOT LATER THAN 2:00 PM
NON-MANDATORY PRE-PROPOSAL MEETING DATE/TIME: FEBRUARY 8, 2011 AT 10:00 AM
LOCATION: 311 NORTH STATE STREET, CONCORD, NH

REQUEST FOR PROPOSALS

INSTRUCTIONS TO PROPOSERS

REFURBISH THE CITY'S AUTOMOTIVE REFUELING STATION
311 NORTH STATE STREET, CONCORD, NH

1. GENERAL:

The City of Concord, New Hampshire (hereafter referred to as the CITY), is seeking the services of a company (hereafter referred to as the Firm) lawfully engaged in the practice of refurbishing automotive refueling stations in the State of New Hampshire. Interested firms should respond to this request on or before the time due for submission.

A detailed proposal in compliance with the designated format outlined herein is required. It is the intent of the CITY to select one or more companies to provide the required refurbishment services.

Trade secrets or proprietary information submitted by a proposer, offeror, or CONTRACTOR in connection with a procurement transaction shall not be subject to public disclosure under the New Hampshire Freedom of Information Act, however, the bidder, offeror, or CONTRACTOR must invoke the protection of this section prior to or upon submission of the information or other materials, and must identify the data or other materials to be protected, and state the reasons why protection is necessary. Disposition of material after award is made should be stated by the proposer, offeror, or CONTRACTOR.

Emphasis in selecting a firm shall be placed on the firm's experience with providing the services requested herein or similar to those which the CITY anticipates needing.

2. PROPOSAL SUBMISSION:

In order to be considered responsive, proposals must be submitted in **one (1) original and one (1) identical copy** to Mr. Douglas B. Ross, Purchasing Manager, Finance Department, Purchasing Division, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301.

The City must receive proposals no later than **2:00 PM on March 3, 2011** to be eligible for consideration. Each proposal shall be submitted in a sealed envelope, which is clearly marked:

"RFP 25-11
REFURBISH THE CITY'S AUTOMOTIVE REFUELING STATION
311 NORTH STATE STREET, CONCORD, NH"

3. GUIDELINES FOR PROSPECTIVE CONTRACTORS:

It is the policy of the CITY that contracts are awarded only to responsive and responsible firms. In order to qualify as responsive and responsible, a prospective firm must meet the following standards as they relate to this request:

a) Have the adequate financial resources for performance or have the ability to obtain such resources as required during performance;

b) Have the necessary experience, organization, technical and professional qualifications, skills, and facilities;

c) Be able to comply with the proposed or required time of completion or performance schedule;

d) Have a demonstrated satisfactory record of performance; and

e) Adhere to the specifications and City of Concord contract agreement provisions of this proposal and provide all documentation required of this proposal.

GENERAL TERMS AND CONDITIONS

PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all items appearing on the proposal forms unless specific directions in the advertisement, on the proposal form or in the special provisions allowed for partial Proposals. Failure to quote on all items may disqualify the proposal. When proposals on all items are not required, Proposers shall insert the words "no proposal" where appropriate.

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to, sample(s), if requested, and specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base proposal response, i.e. it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in the Request for Proposal (RFP), the proposer agrees that the proposal shall be deemed open for acceptance for Sixty (60) calendar days subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Agent no later than seven (7) calendar days before the Request for Proposals due date to be considered. Any changes to the Request for Proposals will be provided to all Proposers of record.

The Proposer shall not divulge, discuss or compare this proposal with other Proposers and shall not collude with any other Proposer or parties to a proposal whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery materials are allowed. Any such violation will result in the cancellation and/or return of materials, as applicable, and the removal from Proposal List).

The name of manufacturer, trade name, or catalog number mentioned in this Request for Proposal is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory. Proposals will be considered for any brand which meets or exceeds the quality of the specifications listed. On all such proposals, the Proposer shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.

When samples are required, they must be submitted free of cost and will be returned unless otherwise specified.

Items left for demonstration purposes shall be delivered and installed free of charge and shall be removed by the vendor at no cost to the City. Said demonstration units shall not be offered to the City as new equipment unless mutually agreed to.
The vendor may be required to supply proof of compliance with proposal specifications. When requested, the vendor must immediately supply the City with certified test results or certificates of compliance. Where none are available, the City may require independent laboratory testing. All costs for such testing, certified test results or certificates of compliance, shall be the responsibility of the vendor.

Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted.
Each shipment shall be identified by Purchase Order and/or RFP number, commodity description and packing list. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification.

SUBMISSION OF PROPOSALS:

Proposals must be submitted as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the Proposer to the Purchasing Agent. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:

If more than one proposal is offered by any one party, or by any person or persons representing a party, all such proposals shall be rejected. A party who has quoted prices to a Proposer is not thereby disqualified from quoting prices to other Proposers or from submitting a direct proposal in its own behalf.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS:

All proposals received shall be considered confidential and not available for public review until after a vendor has been selected. All proposals shall be subject to negotiations prior to the award of a contract.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE PROPOSALS:

When identical Proposals are received, with respect to price, delivery, financial resources, experience, ability to perform and quality, award may be made by a toss of coin, with the following exception: When a tie proposal exists between a local (a business establishment within City limits) Proposer and an out-of-town Proposer, preference will be given to the local Proposer. Any Proposer having a local agent who is a bona fide resident of the City is considered a local Proposer. If a tie proposal exists between two local Proposers, or two out-of-town Proposers, the decision may be made by a toss of coin.

LIMITATIONS:

This Request for Proposal (RFP) does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the City to do so.

PROPOSAL EVALUATION:

In an attempt to determine if a proposer is responsible, the City, at its discretion, may obtain technical support from outside sources. Each proposer will agree to fully cooperate with the personnel of such organizations.

AWARD OF CONTRACT:

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. It is the policy of the City that contracts be awarded, among other considerations, only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;

- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible proposer based on the qualifications and experience of the proposer, the quality of the equipment/product/service to be provided, the proposer's ability to provide ongoing technical support, the proposer's timeframe for providing the equipment/product/service and the proposer's fee/price proposal. **See the proposal evaluation sheet for more detail concerning how each proposal shall be evaluated.** The proposer selected will be the most qualified and not necessarily the proposer with the lowest price.

The City of Concord reserves the right to waive any formality, informality, information and/or errors in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the City; or to purchase on the open market if it is considered in the best interest of the City to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

MODIFICATIONS AFTER AWARD:

The City reserves the right to incorporate minor modifications, which may be required by it. The Vendor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request of it can prove that the timing or extent of the modifications implies a major effort on its part.

CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the proposer, except for the return of the proposal bond, at any time before a contract has been fully executed by all parties and is approved by the City.

CONTRACT:

Any Contract between the City and the Vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the Vendor's proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the Vendor's proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that this proposal shall be subject to acceptance without further clarification.

RETURN OF PROPOSAL BOND:

All proposal bonds, except that of the successful proposer, will be returned after the City has awarded a contract. The successful proposer's proposal bond will be returned as soon as an agreement has been fully executed.

REQUIREMENTS OF SURETY BONDS:

At the time of the execution of the agreement, the successful proposer shall furnish the City with surety bonds, which have been fully executed by the proposer, guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the vendor's performance of the work. The surety and the form of the bonds shall be acceptable to the City. Unless otherwise specified, the surety bonds shall be in the sum equal to the full amount of the agreement.

INSURANCE:

The successful proposer shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents, acceptable to the City, at the proposer's sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or proposer's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the City.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the proposer's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by the City, the proposer shall, or shall cause any carrier engaged by the proposer, to insure all shipments of goods for full value.

If the agreement with the proposer involves the performance of work by the proposer's employees at property owned or leased by the City, the proposer shall furnish such additional insurance as the City may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the proposer be deemed to be the employees of, or under the direction or control of the City for any purpose whatsoever.

WORKER'S COMPENSATION:

All proposers and subcontractors at every tier under the proposer will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

EXECUTION OF AGREEMENT:

The successful proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the City, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement and surety bonds that have been fully executed by the successful proposer, the owner shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a Notice to Proceed and a City purchase order, to the Contractor shall constitute the City's approval to be bound by the successful proposer's proposal and the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful proposer to execute the agreement and/or furnish acceptable surety bonds within ten (10) calendar days from the date mailed or otherwise delivered to the successful proposer shall be just cause for cancellation of the award and forfeiture of the proposal bond, not as a penalty, but as liquidation of damages to the City.

DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the City, the State of New Hampshire or the Federal Government.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any agreement shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

TERMINATION OF CONTACT FOR CAUSE:

If, through any cause, the Vendor shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the Vendor shall violate any of the covenants, agreements or stipulations of any Contract, the city shall thereupon have the right to terminate any Contract by giving written notice to the Vendor of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the Vendor under this Contract shall become the City's property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of any contract, and the City may withhold any payments until such time as the exact amount of damages due the City is determined.

TERMINATION FOR THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the City's property. If any Contract is terminated by the City as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

SAFETY DATA SHEET (Right to Know):

Any vendor who receives an order resulting from this Request for Proposal agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to RSA 277-A when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to RSA 277-A. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with that purchase order. Failure to submit MSDS and/or labels on each container may result in civil or criminal penalties, including proposal debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the City. All vendors furnishing substances or mixtures subject to RSA 277-A are cautioned to obtain and read the law referenced above.

PATENT PROTECTION:

The successful proposer agrees to indemnify and defend the City of Concord from all claims and losses resulting from alleged and actual patent infringements and further agree to hold the City of Concord harmless from any liability arising under RSA 382-A, 2-312 (3). (Uniform Commercial Code).

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Concord and the successful proposer shall belong exclusively to the City.

ASSIGNMENT PROVISION:

The successful proposer hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Concord.

DELIVERY:

Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices, without extra charge for packing or containers.

Deliveries, which do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly. Deliveries shall be inside the building, and accepted weekdays between the hours of 8:30 AM and 3:30 PM unless otherwise stated. Delivery arrangements must be made with requesting department prior to delivery.

INVOICING:

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage a summary statement in the following format will be provided with each invoice:

Original Contract Amount	$$$$$$$$
Plus/minus Change Orders	$$$$$$$$
Total Adjusted Contract Amount	$$$$$$$$
Work Completed to Date	$$$$$$$$
Less Previous Invoices	$$$$$$$$
Less Retainage (if any)	$$$$$$$$
Equals: Balance due this Invoice	$$$$$$$$
Balance Remaining on Contract	$$$$$$$$

All invoices must reference a valid City of Concord Purchase Order Number.

PROGRESS PAYMENTS AND RETAINAGE:

Progress Payments: On not later than the last day of every month, the Contractor shall prepare and submit an invoice covering the total quantities of work that have been completed from the start of the job up to and including the last day of the preceding month together with such supporting evidence as required by the City.

Retainage: The City shall retain a portion of the progress payments, each month, in accordance with the following procedures:

4. Until work is 50% complete, as determined by the City, retainage shall be 10% of the monthly payments claimed. The computed amount of retainage shall be deposited in a non-interest bearing account established by the City.
5. After the work is 50% complete, and provided the Contractor has satisfied the City in quality and timeliness of the work, and provided further that there is no specific cause for withholding additional retainage no further amount shall be withheld.
6. Upon substantial completion, the amount of retainage shall be reduced to 2% of the total contract price plus an additional retainage based on the City's estimate of the fair value of the punch list items and the cost of completing and/or correcting such items of work, with specified amounts for each incomplete or defective item of work. As these items are completed or corrected, they shall be paid out of the retainage until the entire project is declared completed. The final 2% retainage shall be held, in the non-interest bearing account, during the minimum one (1) year warranty period and released only after the City has accepted the project.

PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the completion of delivery of all items or service, in acceptable condition, to the City and receipt of invoice, whichever is later.

ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.

TAX:

The City is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please bill less these taxes.

FUNDING OUT:

The City of Concord's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

ASSIGNMENT OR SUB-CONTRACTING:

None of the work or services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.

EXCLUSIVITY:

This contract will be for the goods/services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these goods/services from any other vendor.

PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material and transportation costs, and any discounts offered. No fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the vendor to make available at the vendor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and/or work performed under contract for the purposes of audit by the City of Concord.

INSPECTION & EVALUATION:

The City of Concord reserves the right to inspect the vendor's facilities during operating hours to determine that the level of inventory is adequate for the City's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

FUGITIVE DUST AND NOISE ORDINANCES

All work shall be conducted in conformance with Title I, General Code

1. Chapter 11, Public Nuisances, Article 11-3 Fugitive Dust: and
2. Chapter 13, Public Health, Article 13-6 Noise

GUARANTEES & WARRANTY:

All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the contractor must inform the City, in writing, prior to the delivery of an item or any work being performed. Non-guaranteed work must be offered at a discount rate from the proposal prices. **Inspection, testing and final determination of non-warranty work shall be performed at no cost to the City.**

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or the inability to enforce a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

PROVISION REQUIRED BY LAW DEEM INSERTED:

Each and every provision and clause required by law to be inserted in this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposals and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Request for Proposals and/or Contract shall forthwith be physically amended to make such insertion or correction.

Liquidated Damages: In the event that the Contractor fails to satisfactorily complete the work contemplated and provided for under this contract, on or before the date of completion, the City shall deduct from the payments due the Contractor each month, the sum of five hundred dollars ($500.00) plus engineering charges per day for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay, to be paid in full and subject to no deduction. If the payments due the Contractor are less than the amount of such liquidated damages said damages shall be deducted from any other monies due, or to become due the Contractor, or shall be paid by the Contractor's surety.

DISADVANTAGED BUSINESS ENTERPRISES

The City hereby notifies all Vendors that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

NON-DISCRIMINATION

Contracts for work resulting from this Request for Proposals shall obligate the Vendor/Contractor and the Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s)/Contractor(s).

RSA 277:5-a

Effective 7/1/08 any person/vendor signing a contract to work on a construction, reconstruction, alteration, remodeling, installation, demolition, maintenance, or repair of any public work or building for the City of Concord with a total project cost of $100,000 or more must be in compliance with RSA 277:5-a.

ELECTION DAY CONSTRUCTION POLICY

All City contracts that entail any element of construction in the public right of way shall prohibit work during the hours in which Concord is holding a primary, general or special election as determined by the Concord City Clerk. A copy of the complete Election Day Construction Policy can be viewed on-line at www.concordnh.gov/Purchasing.

DEFINITIONS:

Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services.

Proposers shall also mean vendors, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.
FAILURE TO ACKNOWLEDGE THIS PROPOSAL MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

REFURBISH THE CITY'S AUTOMOTIVE REFUELING STATION
311 NORTH STATE STREET, CONCORD, NH

SCOPE OF SERVICES

The City of Concord, New Hampshire wishes to engage the services of a qualified private firm to refurbish the City's automotive refueling station and provide and/or install replacement equipment as described below. The location of this refueling station is 311 N. State Street, Concord, NH 03301.

As the City has a limited amount of funds for this project, we will be asking for certain tasks to be priced out independently of other tasks. The reasoning behind this "a la carte" approach is to allow the City to get the most amount of the project completed if funding is insufficient to complete all tasks.

Overview

1) Prepare any needed drawings aimed at securing State approval (if needed) for this project.
2) Prepare submittals of specified products for City approval. When possible, these will be conveyed electronically.
3) Obtain a State of New Hampshire Department of Environmental Services construction permit (if required). Any other permits or approvals will be the City's responsibility.
4) Work to be performed under the guidance of an International Code Council (*ICC)* licensed person.
5) Note that this facility is compliant with Stage I Vapor Recovery and exempt from Stage II Vapor Recovery (due to low volume).
6) Note that this project does **not** entail replacement of the underground storage tanks.
7) As this is an active fueling facility, work will be performed with the minimum amount of downtime and disruptions to vehicle refueling operations.

Scope Of Work

A) PUMPS

1) Replace three (3) in tank 1½ HP product pumps

a) Option: Supply but not install one (1) or more in tank 1½ HP product pumps.

B) METER/DISPENSERS, SUMPS and FUEL MANAGEMENT SYSTEM

1) Remove three (3) existing single product, twin hose meter/dispensers.

2) Remove sufficient concrete from where the meter/dispensers sat in order to install a sump with sufficient capacity. .
3) This will include three dispenser pump sumps with entry boots and fittings.
4) Seal the three (3) existing A.O. Smith fiberglass double-wall pipes into the three (3) sumps thus qualifying as double-walled piping.
5) All piping and sumps to be tested and inspected as required.
6) Note that all piping pitches downward from the pumps to the meter/dispensers.
7) Provide and install a leak detection system for the three (3) under dispenser sumps with its control box and alarm located in the existing "gas shack".
8) Provide and install three (3) new, single product, twin hose, mechanical, commercial (gallons only) meter/dispensers.
   Include decals on both sides of each meter/dispenser indicating product type and other decals as appropriate (Ultra Low Sulphur Diesel, E-10 Gasoline, etc).
   Install normal miscellaneous valves and fittings.
   The electrical will include tying on to existing conduit in the meter/dispenser area and using the existing electrical distribution equipment.
   Calibrate meters.
9) All meter/dispensers to have stainless steel cabinets with lights and pulsers for each meter. They shall also be equipped with slow down valves
10) Each meter to be tied into the existing "Gasboy" Fuel Management System.
11) Each meter/dispenser to be equipped with two (2) 14 foot long product hoses (six in total) and each product hose shall include a breakaway fitting, filter, swivel joint and automatic nozzle.
12) Four (4) diesel fuel hoses and accessories to be 1 inch diameter.
13) Two (2) gasoline fuel hoses and accessories to be ¾ inch diameter.
14) Repair or replace six (6) existing hose retractors.
15) Return any disturbed area of asphalt pavement, concrete, soil or lawn to its pre-construction condition.

a) Option: Completely replace the three (3) double-wall pipes which run from the tanks to the meter/dispensers in lieu of reusing the existing pipes, including new entry boots and fittings. (This also includes the requirement to return any disturbed area of asphalt pavement, concrete, soil or lawn to its pre-construction condition.)

b) Option: Completely replace the existing "Gasboy" Fuel Management System with a new, six (6) hose Fuel Management System, including all required wiring, radio frequency equipment, etc. This option shall also include all required hardware, software and user training required to make the system fully functional. Also included in this option are 500 "reader" keys, cards or medallions and the required key, card or medallion encoding equipment.

C) UNDERGROUND STORAGE TANK (UST) LEAK DETECTION and INVENTORY MONITORING SYSTEM

1) Replace existing Omntec ELP21L2PD4 six (6) channel leak monitoring system with a completely new system which provides inventory monitoring in addition to leak detection. (Note that current system monitors for tank leakage and for sump/piping leakage on three (3) USTs but does not offer inventory monitoring.) New console/alarm panel to be located where the existing unit is, in the main building. New system to include main console, input and output modules, ethernet module, tank probes, leak sensors, installation kits and all other required materials. Unit to be installed and fully operational.

   (Note that the existing tanks/sumps to be protected are three (3) 10,000 gallon Owens-Corning double wall fiberglass tanks, model DWT-2(8), using interstitial brine solution. Two are used for Diesel Fuel and one for Gasoline).

a) Option: Integrate option B 7, above, (under dispenser sump leak detection system) with this new UST leak detection and inventory monitoring system.

D) UNDERGROUND STORAGE TANK WORK

1) "Clean" the insides of three (3) existing storage tanks (to be completed without emptying the tanks of their contents).

2) Replace three (3) existing overfill prevention drop tubes with "flapper valves". Bottom opening of drop tubes to be within 6 inches of the tank bottoms. Flapper setting such as to allow no more than 95% of full tank.

3) Install new vent caps; One (1) Pressure/vacuum and two (2) atmospheric.

4) Replace two (2) existing spill containers with new, stainless steel, replaceable spill containers with manual pump-outs and replace any disturbed concrete.

5) Reset three (3) existing in-tank pumps to enable further draw down. (Currently set at approximately 14 inches off the bottom.)

E) FIRE ALARM SYSTEM

1) Replace existing, non-functioning, Harrington Fire Alarm Control Panel with a new, state of the art, intelligent, addressable fire alarm control panel.
   To include power supply, back-up battery(s), cabinet, annunciator, etc.
   Use existing field equipment to the reasonable extent possible in order to save cost.
   To the extent necessary, relocate existing sensors so as not to be easily "tripped" by Smoke and/or heat from truck exhaust stack output.
   Contractor to include and install all other components, pieces, parts, modules, etc, in order to have a fully functional, up to date system.

To include all necessary permits, installation, 100% testing and inspection with the Concord Fire Department. (Note that the existing system is or was connected to the existing [and still functioning] Pyrotrol fire alarm control panel located in the main building of this facility.)

F) FIRE SUPPRESSION SYSTEM

1) Return the existing, non-functioning fire suppression system to good working order. This scope of work should include, at a minimum, the following:
Maintenance, hydrostatic testing and painting (or simply replacing) all existing IND 25 and IND 50 cylinders.
Charging or recharging of all cylinders.
190 degree electric thermal detector.
Removal of ground sweeps and re-piping once ground work is completed.
Inspection of existing copper actuation lines and distribution piping.
Securing permits and/or drawings for fire department (non-engineered).
New nozzles.
To the extent necessary, relocate existing sensors so as not to be easily "tripped" by Smoke and/or heat from truck exhaust stack output.
Contractor to include and install all other components, pieces, parts, modules, etc, in order to have a fully functional, up to date system.
To include full installation and 100% testing and inspection with the Concord Fire Department.

General

Contractors are encouraged to include alternatives and options as they deem fit.

Although the City would like to see one contractor act as a general contractor for this entire scope of work, it is understood that not all contractors may be able to secure suitable sub-contractors for certain aspects of this work. Therefore, contractors need not submit a proposal on every option if they so choose.

The City reserves the right to retain any and all old components as it sees fit. This may include, but is not limited to, pumps, meter/dispensers/ hoses, nozzles, etc.

Contractors submitting proposals shall include specifications for and a description of the materials they will be using, such as manufacturer and model of pumps, meter/dispensers, fuel management systems, alarm systems, etc. Brochures and product literature are welcome.

As this is an active refueling facility which operates 24/7, contractors must ensure minimum disruptions to the City's operations. Any such disruptions shall be coordinated by the contractor with the City's designated project manager.

Any contractor wishing to examine the facility should contact the City's Fleet Manager, Robert R. LeBreux, at 603-228-2742.

Provide the estimated number of calendar days from award of contract until commencement of work.

Provide the estimated number of calendar days from commencement of work until project completion.

NON-MANDATORY PRE-PROPOSAL MEETING AND SITE REVIEW:

A non-mandatory pre-proposal meeting and site review is scheduled as follows:

DATE:	February 8, 2011
TIME:	10:00 A.M.
PLACE:	Combined Operations & Maintenance Facility 311 North State Street Concord, NH 03301

PROPOSAL SUBMISSION CHECKLIST

The following is a list of items, which must be submitted, in **one (1) original and one (1) identical copy** as proposal documents, by each firm:

1. Proposal Sheet
2. Specifications for and description of materials to be used. Brochures and product literature are welcome.
3. Specifications Exception Form
4. Alternate Form W-9
5. City of Concord Indemnification Agreement
6. Qualifications Statement

The successful firm must submit, prior to contract signing:

1. His/her firm's insurance certificate (naming the City of Concord as an <u>Additional Insured)</u> that meets the minimum required types and levels of coverage;

2. Payment bond equal to 100% of the contract price; and

3. Performance bond equal to 100% of the contract price.

CITY OF CONCORD, NEW HAMPSHIRE
PROPOSAL SHEET

RFP25-11
REFURBISH THE CITY'S AUTOMOTIVE REFUELING STATION
311 NORTH STATE STREET, CONCORD, NH

PRICING:

A) PUMPS

1) Replace three (3) in tank 1½ HP product pumps cost $_____each

a) Option: Supply but not install one (1) or more in tank 1½ HP product pumps.

cost $_____ each

B) METER/DISPENSERS, SUMPS and FUEL MANAGEMENT SYSTEM

1) Remove three (3) existing single product, twin hose meter/dispensers.
2) Remove sufficient concrete from where the meter/dispensers sat in order to create a sump with sufficient capacity.
3) This will include three dispenser pump sumps with entry boots and fittings.
4) Seal the three (3) existing A.O. Smith fiberglass double-wall pipes into the three (3) sumps thus qualifying as double-walled piping.
5) All piping and sumps to be tested and inspected as required.
6) Note that all piping pitches downward from the pumps to the meter/dispensers.
7) Provide and install a leak detection system for the three (3) under dispenser sumps with its control box and alarm located in the existing "gas shack".
8) Provide and install three (3) new, single product, twin hose, mechanical, commercial (gallons only) meter/dispensers.
   Include decals on both sides of each meter/dispenser indicating product type and other decals as appropriate (Ultra Low Sulphur Diesel, E-10 Gasoline, etc).
   Install normal miscellaneous valves and fittings.
   The electrical will include tying on to existing conduit in the meter/dispenser area and using the existing electrical distribution equipment.
   Calibrate meters.
9) All meter/dispensers to have stainless steel cabinets with lights and pulsers for each meter.
10) Each meter to be tied into the existing "Gasboy" Fuel Management System.
11) Each meter/dispenser to be equipped with two (2) 14 foot long product hoses (six in total) and each product hose shall include a slow down valve, breakaway fitting, filter, swivel joint and automatic nozzle.

12) Four (4) diesel fuel hoses and accessories to be 1 inch diameter.
13) Two (2) gasoline fuel hoses and accessories to be ¾ inch diameter.
14) Repair or replace six (6) existing hose retractors.
15) Return any disturbed area of asphalt pavement, concrete, soil or lawn to its pre-construction condition.

cost $_____

a) Option: Completely replace the three (3) double-wall pipes which run from the pumps to the meter/dispensers in lieu of reusing the existing pipes, including new entry boots and fittings. (This also includes the requirement to return any disturbed area of asphalt pavement, concrete, soil or lawn to its pre-construction condition.)

cost $_____

b) Option: Completely replace the existing "Gasboy" Fuel Management System with a new, six (6) hose Fuel Management System, including all required wiring, radio frequency equipment, etc. This option shall also include all required hardware, software and user training required to make the system fully functional. Also included in this option are 500 "reader" keys, cards or medallions and the required key, card or medallion encoding equipment.

cost $_____

C) UNDERGROUND STORAGE TANK (UST) LEAK DETECTION and INVENTORY MONITORING SYSTEM

1) Replace existing Omntec ELP21L2PD4 six (6) channel leak monitoring system with a completely new system which provides inventory monitoring in addition to leak detection. (Note that current system monitors for tank leakage and for sump/piping leakage on three (3) USTs but does not offer inventory monitoring.) New console/alarm panel to be located where the existing unit is, in the main building. New system to include main console, input and output modules, ethernet module, tank probes, leak sensors, installation kits and all other required materials. Unit to be installed and fully operational.
(Note that the existing tanks/sumps to be protected are three (3) 10,000 gallon Owens-Corning double wall fiberglass tanks, model DWT-2(8), using interstitial brine solution. Two are used for Diesel Fuel and one for Gasoline).

cost $_____

a) Option: Integrate option B 7, above, (under dispenser sump leak detection system) with this new UST leak detection and inventory monitoring system.

cost $_____

D) UNDERGROUND STORAGE TANK WORK

1) "Clean" the insides of three (3) existing storage tanks (to be completed without emptying the tanks of their contents).

cost $_____

2) Replace three (3) existing overfill prevention drop tubes with "flapper valves". Bottom opening of drop tubes to be within 6 inches of the tank bottoms. Flapper setting such as to allow no more than 95% of full tank.

cost $_____

3) Install new vent caps; One (1) Pressure/vacuum and two (2) atmospheric.

cost $_____

4) Replace two (2) existing spill containers with new, stainless steel, replaceable spill containers with manual pump-outs and replace any disturbed concrete.

cost $_____

5) Reset three (3) existing in-tank pumps to enable further draw down. (Currently set at approximately 14 inches off the bottom.)

cost $_____

E) FIRE ALARM SYSTEM

1) Replace existing, non-functioning, Harrington Fire Alarm Control Panel with a new, state of the art, intelligent, addressable fire alarm control panel.
To include power supply, back-up battery(s), cabinet, annunciator, etc.
Use existing field equipment to the reasonable extent possible in order to save cost.
To the extent necessary, relocate existing sensors so as not to be easily "tripped" by Smoke and/or heat from truck exhaust stack output.
Contractor to include and install all other components, pieces, parts, modules, etc,

in order to have a fully functional, up to date system.
To include all necessary permits, installation, 100% testing and inspection with the Concord Fire Department. (Note that the existing system is or was connected to the existing [and still functioning] Pyrotrol fire alarm control panel located in the main building of this facility.)

cost $_____

F) FIRE SUPPRESSION SYSTEM

1) Return the existing, non-functioning fire suppression system to good working order. This scope of work should include, at a minimum, the following:
Maintenance, hydrostatic testing and painting (or simply replacing) all existing IND 25 and IND 50 cylinders.
Charging or recharging of all cylinders.
190 degree electric thermal detector.
Removal of ground sweeps and re-piping once ground work is completed.
Inspection of existing copper actuation lines and distribution piping.
Securing permits and/or drawings for fire department (non-engineered).
New nozzles.
To the extent necessary, relocate existing sensors so as not to be easily "tripped" by Smoke and/or heat from truck exhaust stack output.
Contractor to include and install all other components, pieces, parts, modules, etc, in order to have a fully functional, up to date system.
To include full installation and 100% testing and inspection with the Concord Fire Department.

cost $_____

TIME TO MOBILIZE/COMPLETE WORK, WARRANTY, VALUE ADDED SERVICES

1. NUMBER OF CALENDAR DAYS NECESSARY TO MOBILIZE AND BE ON-SITE TO PERFORM REFURBISHMENT AFTER RECEIPT OF ORDER (ARO):_____

2. NUMBER OF CALENDAR DAYS NECESSARY TO COMPLETE THE REFURBISHMENT AFTER WORK COMMENCES:_____

3. LENGTH OF WARRANTY PERIOD:_____.

4. WARRANTY INLCUDES ALL LABOR, MATERIALS AND EQUIPMENT TO CORRECT ANY DEFECTIVE WORK DURING THE WARRANTY PERIOD:

_____YES _____NO

5. WARRANTY PERIOD SHALL COMMENCE AFTER FINAL INSPECTION AND ACCEPTANCE OF THE WORK BY THE CITY:

_____YES _____NO

6. VALUE ADDED SERVICES OFFERED AT NO ADDITIONAL COST TO THE CITY:

_____

_____

_____

_____

_____

_____

THE UNDERSIGNED ACKNOWLEDGES:
1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE CONTRACTOR SUBMITTING THIS PROPOSAL
2. THE RECEIPT OF THE FOLLOWING ADDENDA_____
3. THE CONTRACTOR SUBMITTING THIS PROPOSAL HAS NEVER DEFAULTED ON ANY MUNICIPAL, COUNTY, STATE, FEDERAL OR PRIVATE CONTRACT

COMPANY: _____

SIGNED BY: _____

PRINTED OR TYPED NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____FAX NUMBER: _____

TOLL FREE NUMBER: _____E-MAIL: _____

CELL PHONE NUMBER:_____PAGER:_____

PRIMARY POINT OF CONTACT:_____

PROMPT PAY DISCOUNT TERMS:_____

THE CITY'S STANDARD PAYMENT TERMS ARE NET 30 DAYS AFTER RECEIPT OF INVOICE.

PLEASE FILL OUT, SIGN AND RETURN TO:

The City of Concord
Douglas B. Ross, Purchasing Manager
311 North State Street
Concord, NH 03301
603-225-8530
603-230-3656 (Fax)
dross@onconcord.com

Due Date/Time: March 3, 2011 Not Later Than 2:00 PM

CITY OF CONCORD, NEW HAMPSHIRE
SPECIFICATIONS EXCEPTION 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 Concord to ferret out information concerning the materials with which you intend to furnish.

If your bid/quotation does not meet all of our specifications you **must** so state 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 Concord may claim forfeiture on your bid bond, if submitted.

Signed:_____
I DO meet specifications

Signed: _____
I DO NOT meet specifications as listed in this RFP; exceptions are in the space provided.

Failure to submit this form with your proposal response may result in your proposal being rejected as unresponsive.

lternate Form W-9 (rev 01/08)	**Request for Taxpayer Identification Number and Certification**	Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited Liability Company – Enter the tax classification (**D**=Disregard entity, **C**= Corporation, **P**= Partnership ☐
☐ Other

Exempt from backup withholding ☐

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester's name and address (optional)
City of Concord
41 Green Street
Concord NH 03301

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number –	**Employer identification number –**

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Sign Here	**Signature of U.S. Person**	**Date:**

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether of not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED**

CITY OF CONCORD, NEW HAMPSHIRE

RFP25-11
REFURBISH THE CITY'S AUTOMOTIVE REFUELING STATION
311 NORTH STATE STREET, CONCORD, NH

THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS HEREBY A
PROVISION OF ANY CONTRACT

The successful firm agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation which may be injured or damaged by the firm in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY_____

TAXPAYER IDENTIFICATION NUMBER_____

AUTHORIZED SIGNATURE_____

ADDRESS_____

TELEPHONE_____

TOLL-FREE NUMBER_____

FAX NUMBER_____

E-MAIL ADDRESS_____

Failure to submit this form with your proposal response may result in your proposal being rejected as unresponsive.

City of Concord, New Hampshire
RFP25-11
REFURBISH THE CITY'S AUTOMOTIVE REFUELING STATION
311 NORTH STATE STREET, CONCORD, NH

Insurance Requirements for All Firms

Additional Coverage is Required if Checked	*Minimum Limits Required*
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
Medical Expense (Any One Person)	$ 10,000
☐ Occurrence	
☐ Claims Made	
Additional Coverage to Include	
☒ Owners & Contractors' Protective – Limit	$1,000,000
☒ Underground/Explosion and Collapse	$1,000,000
Commercial Automobile Liability	
Combined Single Limit	$1,000,000
☐ Any Auto, Symbol 1	
☐ Include Employees as Insured	
Additional Coverage to include:	
☐ Garage Liability	NA
☐ Garage Keepers Legal Liability	NA
Workers Compensation	
NH Statutory including Employers Liability	
- Each Accident/Disease-Policy Limit/Disease-Each Employee	$100,000/$500,000/$100,000
Commercial Umbrella	
May be substituted for higher limits required above	$1,000,000
☐ Follow Form Umbrella on ALL requested Coverage	
Other	
☐ 1. Professional/Errors & Omissions	NA

(X) **The City of Concord must be named as Additional Insured**

QUALIFICATIONS STATEMENT

The proposer submits answers to the following questions to enable the City of Concord to judge the experience, capabilities and resources of your firm.

1. The work, if awarded to you, will have the resident personal supervision of whom? State his/her name, title, and their special qualifications.

_____

_____

_____

_____

2. Describe your project approach (attach additional pages as needed): _____:

_____

_____

_____

_____

_____

_____

3. How many years has your organization been in business as a vendor under the name in which you propose to provide?

_____

4. Has your present organization ever failed to complete any work awarded to it? If so, state when, where and why.

_____

_____

_____

5. Please provide references, to include the name, address and telephone number of a knowledgeable point of contact, for at least three (3) projects of similar scope.

NOTICE OF AWARD

Date: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP25-11_____

PROJECT: Refurbish the City's Automotive Refueling Station, 311 North State Street, Concord, NH 03301

CITY CONTRACT NO.: RFP25-11_____

CONTRACT FOR: Refurbish the City's Automotive Refueling Station, 311 North State Street, Concord, NH 03301

You are notified that your Proposal received on _____, 2011 for the above Contract has been considered and accepted for you to provide refurbishment services for the City's automotive refueling station located at the Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301. All terms, conditions, specifications and prices shall be in accordance with the **CITY'S** Request for Proposals (RFP25-11 and all addenda) and the **CONTRACTOR'S** proposal opened on March 3, 2011.

The **CITY** shall pay to the **CONTRACTOR**, the following not-to-exceed firm, fixed price:

_____**Dollars ($_____)**

One (1) original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, which is by _____.

By this date, you must deliver to the **CITY**:

1. One fully executed counterpart of the Agreement;

2. Your firm's insurance certificate(s), naming the **CITY** as an additional insured, meeting the minimum required types and levels of coverage; and

3. Separate payment and performance bonds, each in the amount of the final contract price.

Failure to comply with these conditions within the time specified will entitle the **CITY** to consider your proposal abandoned, to annul this Notice of Award and to declare your proposal bond security as forfeited.

Within ten (10) calendar days after you comply with these conditions, the **CITY** will return to you one fully signed counterpart of the Agreement and your bid bond security and issue a Notice to Proceed and purchase order. **To ensure prompt payment the correct purchase order number must be referenced on all packing slips and invoices.**

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER_____
(TITLE)

Copy to GENERAL SERVICES DEPARTMENT, EQUIPMENT SERVICES DIVISION

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ by and between The City of Concord, New Hampshire, hereinafter called the **"CITY"** and _____, doing business as (an individual) or (a partnership) or (a corporation) or (a limited liability company), hereinafter called the **"CONTRACTOR".**

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

1. The **CONTRACTOR** will commence to provide refurbishment services for the **CITY'S** automotive refueling station located at the Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301. All terms, conditions, specifications and prices shall be in accordance with the **CITY'S** Request for Proposals, RFP25-11 and all addenda and the **CONTRACTOR'S** proposal response opened on March 3, 2011.

2. The **CONTRACTOR** will furnish all of the material, supplies, tools, equipment, labor and other services necessary to provide the required refueling station refurbishment services detailed by RFP25-11 and all addenda.

3. The **CONTRACTOR** will commence the work required by the **CONTRACT DOCUMENTS** within _____ calendar days of the date of the **NOTICE TO PROCEED.** Completion time for the project shall be no longer than _____ calendar days thereafter.

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the fixed fees for services provided with the cost proposal submitted by the **CONTRACTOR**. The contract price shall be the following not-to-exceed fixed, firm fee:

   _____Dollars ($_____)

5. The term **"CONTRACT DOCUMENTS"** means and includes the following:

   (A) REQUEST FOR PROPOSALS RFP25-11
   (B) RFP25-11 PROPOSAL RESPONSE DATED _____
   (C) CITY OF CONCORD REQUIRED CONTRACT FORMS
      1. SPECIFICATIONS EXCEPTION FORM
      2. ALTERNATE FORM W-9
      3. INDEMNIFICATION AGREEMENT
      4. INSURANCE CERTIFICATE

5. BID BOND SECURITY
6. PAYMENT BOND
7. PERFORMANCE BOND

(F) LETTER OF AWARD DATED_____
(D) NOTICE OF AWARD DATED_____
(E) AGREEMENT
(F) NOTICE TO PROCEED
(G) PURCHASE ORDER
(H) ADDENDA NO._____DATED_____

The contract between the **CITY** and the **CONTRACTOR** shall consist of (1) the Request for Proposals (RFP) documents and any amendments there to and (2) the **CONTRACTOR'S** proposal. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP documents shall govern. However, the **CITY** reserves the right to clarify any contractual relationship in writing with the concurrence of the **CONTRACTOR** and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP documents and the **CONTRACTOR'S** proposal. In all other matters, not affected by written clarification, if any, the RFP documents shall govern.

6. The **CITY** will pay the **CONTRACTOR** in the manner and at such times as set forth in the General Terms and Conditions such amounts as required by the **CONTRACT DOCUMENTS.**

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

IN WITNESS HEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

CITY:

CITY OF CONCORD, NEW HAMPSHIRE

BY _____

Name/Title: Douglas B. Ross, Purchasing Manager

(SEAL)

ATTEST:

_____

Name _____

Title _____

CONTRACTOR:

_____

By _____

Name _____
(Please Type)

Address _____

_____

(SEAL)

ATTEST:

_____

Name _____
(Please Type)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP25-11

PROJECT: Refurbish the City's Automotive Refueling Station, 311 North State Street, Concord, NH 03301

CITY CONTRACT NO.: RFP25-11

CONTRACT FOR: Refurbish the City's Automotive Refueling Station, 311 North State Street, Concord, NH 03301

You are notified that the Contract Time under the above contract will commence to run within _____ calendar days of the date of this Notice to Proceed. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of completion for this contract shall be not later than _____ calendar days thereafter.

Before you may start any Work the General Terms and Conditions provides that you must deliver to the CITY:

1. Certificates of insurance, naming the CITY as additional insured, which you are required to purchase and maintain in accordance with the Contract Documents; and
2. Separate payment and performance bonds each in the amount of the final contract price.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER
(TITLE)

Copy to GENERAL SERVICES DEPARTMENT, WASTEWATER TREATMENT DIVISION

Finance Department

Purchasing Division

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET

Concord, NH 03301

(603)225-8530 FAX(603)230-3656

www.concordnh.gov

City of Concord, New Hampshire

Reference: RFP25-11

If you choose not to propose, please complete the questionnaire below and return it with your response by the proposal opening date. Your assistance in helping us to analyze no proposal rationale is very much appreciated. Thank you.

* * * * No Proposal Questionnaire * * * *

A no proposal is submitted in reply to the City of Concord Request for Proposals (RFP25-11), for the following reasons:

_____ Item/Service not supplied by our company.
_____ Proposal specification (give reason(s), e.g., too restricted, not clear, etc,).
_____
_____ Profit margin on municipal proposals too low.
_____ Past experience with City of Concord (give specifics, e.g., payment delay, proposal process, administrative problems, etc.). _____
_____
_____ Insufficient time allowed to prepare and respond to proposal request.
_____ Proposal requirement too large_____ or too small _____ for our company.
_____ Priority of other business opportunities limit time/other resources available to deliver or perform according to proposal specifications.
_____ Other reason(s), please specify: _____
_____
_____

Company Name and Address:_____
_____
_____

Phone: (____) _____

_____ _____
(Signature) (Typed/Printed Name & Title)

ATTACHMENT A
PROPOSAL EVALUATION SHEET
RFP25-11
REFURBISHMENT OF THE CITY'S AUTOMOTIVE REFUELING STATION

Reviewer: _____ Date: _____

Categories	**Possible Points**	**Points Awarded**
Submission of all Required Documents *(proposal submission checklist)*	5	
Project Cost *(proposal sheet)*	30	
Pertinent Experience, Qualifications, Resources & Record of Satisfactory Performance of Company *(related completed projects)*	20	
Project Approach *(surface prep, materials proposed)*	20	
Warranty *(length, coverage and commencment of warranty period offered)*	15	
Proposed Project Schedule *(number of days to commence and complete)*	10	
GRAND TOTAL	100	

Comments: