

RFP 32-12

City of Concord, New Hampshire

Purchasing Division

EVERETT ARENA PRO SHOP CONCESSION

Prepared for, and in coordination with the

**GENERAL SERVICES DEPARTMENT
PUBLIC PROPERTIES DIVISION**

Contract Documents
Proposal Documents
Specifications

Firm: _____

**PROPOSAL DUE DATE/TIME: JULY 20, 2012
NO LATER THAN 2:00 PM**



City of Concord, New Hampshire

PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET

CONCORD, NH 03301

(603) 230-3664 FAX: (603)230-3656

www.concordnh.gov/purchasing

REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified private firm to provide pro shop concession services for the City's Everett Ice Arena. Awards will not be made to any person, firm and/or corporation that has defaulted upon a contract with the City, the State of New Hampshire or the Federal Government within the past 5 years. Awards will not be made to any principal owner or officers that have a 10% or greater interest in a firm or corporation that has defaulted upon a contract with the City, the State of New Hampshire or the Federal Government within the past 5 years.

An overview and detailed specifications are provided later in the Request for Proposals (RFP).

Proposals must be received **not later than 2:00 PM on July 20, 2012** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted to the **Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North Street, Concord, NH 03301** in a sealed envelope which is clearly marked,

"RFP 32-12 EVERETT ARENA PRO SHOP CONCESSION"

Requests 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.

Complete copies of RFP 32-12 are available from the Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 (603-230-3664) or on-line at www.concordnh.gov/purchasing.

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@concordnh.gov www.concordnh.gov/purchasing
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	plansroom@agcnh.org www.agcnh.com
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)	plans@cdcnews.com www.cdcnews.com

CITY OF CONCORD, NEW HAMPSHIRE



Douglas B. Ross, Purchasing Manager

Date: 6/26/12

Proposal Due Date/Time: July 20, 2012 not later than 2:00 PM

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 Manager (603-230-3656: Fax; dross@concordnh.gov) 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 is 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.
- 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.

CONTRACT AWARD PROTEST POLICY AND PROCEDURE:

The City's Contract Award Protest Policy and Procedure can be viewed on-line at www.concordnh.gov/Purchasing.

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 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.

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 that has 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 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.

DISQUALIFICATION:

Awards will not be made to any person, firm and/or corporation that has defaulted upon a contract with the City, the State of New Hampshire or the Federal Government within the past 5 years. Awards will not be made to any principal owner or officers that have a 10% or greater interest in a firm or corporation that has defaulted upon a contract with the City, the State of New Hampshire or the Federal Government within the past 5 years.

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.

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 shall reference a valid City of Concord Purchase Order Number.

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 the contract for the pro shop concession 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 the City's Code of Ordinances, Title I, General Code:

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

The City's Code of Ordinances can be viewed on-line at www.concordnh.gov.

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.

ENERGY STAR® COMPLIANCE

The vendor shall provide products that earn the Energy Star® and meet the Energy Star® specifications for energy efficiency. The vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

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 online at www.concordnh.gov/Purchasing.

ACCESS TO PUBLIC MEETINGS

All City of Concord public meetings are accessible for persons with disabilities. Any person who feels that he or she may be unable to participate in a City of Concord public meeting due to a disability should, to the extent possible, call (603) 225-8570 at least 48 hours prior to the meeting so that a reasonable accommodation can be arranged.

For meetings held in the City Council Chambers, any person who is unable to access the upper level of the Council Chambers to address the City Council or any other public body may use the podium and/or microphone located at the lower level of the Council Chambers. Other reasonable accommodations may be available upon request.

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.

RFP 32-12
EVERETT ARENA PRO SHOP CONCESSION
SPECIFICATIONS

ADVERTISING:

No signs or other matter may be placed on the premises without the written consent of the City. The concessionaire may advertise the establishment in any of the media or by mailings and other communications with prior approval of the City. The Concessionaire may not use his connection with the Everett Arena in any advertisement for any other business in which he is involved.

BUILDING AND PLANT:

Capital improvements will be the responsibility of the City, but shall only be done at its discretion. Repair and maintenance to the premises under the exclusive control of the Concessionaire shall be the responsibility of the Concessionaire.

EQUIPMENT:

The City owns no equipment for the operation of the pro shop concession. The Concessionaire shall install at the Concessionaire's own expense, the equipment which is necessary for the successful operation of the pro shop concession. All such equipment shall be considered personal property of the Concessionaire and may be removed upon termination of the Concession, or at any earlier termination of the service by the Concessionaire unless amounts are due and owed for unpaid rent. It is understood that the removal of such equipment and fixtures will be accomplished in such a way as to cause no damage to the building.

EVALUATION OF PROPOSALS:

The City has not estimated the potential gross income per year from the operation of the Pro Shop. The City shall utilize the evaluation criteria detailed on Attachment A for the purpose of making an award.

FINAL AUTHORITY:

In order to guarantee a high quality of service and merchandise provided to the public, any questions relating to policies, prices, quality, cleanliness, level of service or general operation of the Pro Shop must be settled to the satisfaction of the City.

FINANCIAL STATEMENTS:

On or before April 15 of each year that an agreement for the operation of the pro shop concession is in force, the Concessionaire shall provide, to the Superintendent of Public Properties, a copy of the following previous tax year's financial statements, as they pertain to the operation of the pro shop concession: 1. Balance Sheet and 2. Profit and Loss Statement

INSPECTION BY THE CITY:

The Concessionaire shall allow the City access to the premises at all reasonable hours for the purpose of examining said premises and making necessary building repairs or for any other purpose not unduly affecting the operation of the Concessionaire's business. The Concessionaire shall be responsible for ensuring that the Pro Shop meets all City code requirements.

INSURANCE:

The successful bidder shall furnish to the City of Concord, prior to the opening of the concession, insurance certificate(s) in conformance with the Insurance Requirements for all Concessionaires.

JANITORIAL SERVICES:

The Concessionaire shall be responsible for the cleaning, picking up, disinfecting and exterminating services in all areas under the Concessionaire's control; including trash removal as required by the Arena management.

MEETINGS:

Meetings shall be held, as determined by the City, at a time and place mutually agreed upon by the City and Concessionaire, for the purpose of discussing current operational issues, the presentation of official requests for changes in schedules, prices, portions, products or policies, and any other issue/concern deemed pertinent.

MODIFICATIONS OR EXTENSIONS:

The Request for Proposals (RFP), the proposal from the successful Concessionaire & subsequent contract documents shall be considered to contain all understandings, covenants, and agreements between the parties and the provisions therein shall not be modified or amended except by written agreement, duly executed by both parties. No waiver or default by the City of any terms, covenants hereof to be performed, kept and observed by the Concessionaire shall be construed as acting as a waiver of any subsequent default, and the acceptance of rent during, or after, a default shall not be deemed as a waiver of any right on the part of the City.

NOTICES:

Notice to the City shall be sufficient, if addressed to the Everett Arena, 15 Loudon Road, Concord, NH 03301, and sent by certified mail, postage prepaid. The Concessionaire shall supply in writing the name and address to which notices may be sent by certified mail and considered sufficient if so addressed. The Concessionaire shall, within ten (10) calendar days of the date of the City's Notice of Award, execute an agreement incorporating the terms of this Request for Proposals.

PAYMENTS UNDER THE CONTRACT:

Payments shall be made to the treasurer, City of Concord, New Hampshire or directly to the Everett Arena Manager by check, made payable to the City of Concord on a monthly basis as set forth by RFP 32-12.

PERSONNEL:

The Concessionaire shall, at all times maintain an adequate staff of employees for the efficient operation of the Pro Shop. All employees of the Concessionaire shall be dressed in neat and clean attire. The Concessionaire shall employ only competent and satisfactory workers in the Pro Shop. Whenever the City shall notify the Concessionaire, in writing, that any employee working for the Concessionaire in the Pro Shop, is, in the City's opinion, incompetent, disorderly, unsanitary, or otherwise unsatisfactory, such a person shall not be employed at the Everett Arena Pro Shop without the written consent of the City.

SECURITY:

The Concessionaire shall deposit with the City of Concord, the sum of five hundred dollars (\$500.00) to be held by the City of Concord in a non-interest bearing account as security for any damage which may be sustained by acts attributable to and the responsibility of the Concessionaire. At the

termination of the contract, the funds remaining in this account shall be returned to the Concessionaire after the City has inspected the Pro Shop and is satisfied with it's condition.

STATUTES, ORDINANCES AND REGULATIONS:

The Concessionaire shall comply with all applicable statutes, ordinances, and regulations of all federal, state, county, and municipal governments and procure all necessary licenses and permits required in connection with the operation of the Pro Shop as detailed by RFP 32-12.

SURVEY BY PROPOSERS:

Potential proposers are urged to visit the premises to view in detail the premises offered by the City. Contact Jeff Bardwell, Arena Manager, at (603) 225-8525 to schedule a visit. All questions shall be submitted in writing to the Purchasing Manager no later than seven (7) calendar days prior to the due date and time for the submission of proposals.

TERMS OF AGREEMENT:

The Concessionaire shall operate the Concession for a period of two (2) years commencing on September 10, 2012. The agreement may be renewed for up to three (3) additional one (1) year periods upon the mutual agreement of the City and the Concessionaire. The Concessionaire shall notify the Arena Manager, no later than the 15th day of January next, of the Concessionaire's intent to renew or not renew. The City of Concord/Everett Arena reserves the right to exclude the Concessionaire from operating the Pro Shop during the period that the ice is out for events, such as the Kiwanis Trade Fair and others.

TERMINATION OF AGREEMENT:

In order to guarantee the highest quality of service and merchandise are provided to the public, any questions relating to policies, prices, quality, cleanliness, level of service or general operation of the Pro Shop must be settled to the satisfaction of the City. If the City determines that the Concessionaire is failing to perform satisfactorily, the City shall notify the Concessionaire, in writing, of the unsatisfactory performance and provide a reasonable amount of time for the Concessionaire to remedy the issue. If the Concessionaire fails to remedy the situation to the satisfaction of the City the City shall have the right to terminate the agreement. Upon such notification of termination, the Concessionaire shall promptly vacate the premises, leaving it in good condition (ordinary wear and tear accepted) and surrender any City property.

UTILITIES:

The Everett Arena shall pay for all utilities within the Pro Shop, to include natural gas and electricity. In case of any interruption of utility service, the City shall not be responsible but shall make every effort to restore services as soon as possible.

RFP 32-12
PRO SHOP SCOPE OF SERVICES

SPACE

The pro shop space is approximately 175 SF located on the west side of the building.

SERVICES OFFERED

1. Skate Sharpening
2. Skate Rentals
3. Convenience items such as hockey tape, hockey laces, mouth guards, etc.

DATES OF OPERATION

The arena will be open for ice operations from 9/10/2012 to 3/17/2013 and follows a similar schedule subsequent years.

MINIMUM HOURS OF OPERATION:

The Pro Shop is to be operational for all scheduled games, events, Youth Hockey games and practices and high school games and practices, tournaments and skating lessons and school skating parties.

The Pro Shop minimum hours of operation during ice operations are as follows:

Monday through Friday from 11:00 AM to 1:00 PM & 4:30 PM to 9:00 PM (2:30 PM to 9:00 PM during high school season). During holidays and holiday weeks from 11:00 AM to 9:00 PM.

Saturday's 7:00 AM to 9:00 PM

Sunday's 7:00 AM to 8:00 PM

SKATE SHARPENING

Skate sharpening will be offered at the pro shop during the minimum hours of operation. Pro shop staff will be trained and proficient at this task.

SKATE RENTALS

The pro shop vendor shall supply a fleet of rental skates of at least 125 pair from youth size 8 up through adult 13. All rental skates shall be new or like new at the beginning of this contract. All rental skates shall be maintained in good working order from year to year. Good working order is defined as rental skates that are: sharp, laces in good condition, boot in good condition, no missing eyelets or hooks, properly sanitized. The City and the Pro Shop operator shall review the condition of all rental skates as determined by the City. After any review, the City shall decide which, if any, rental skates need to be taken out of service and replaced.

PRICING

All prices shall be legibly posted on a bulletin board furnished by the Concessionaire. Pricing on all goods and services shall be competitive with other pro shops at similar facilities

PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each prospective vendor must submit the following documents, in **one (1) original and one (1) identical copy** no later than 2:00 pm on July 20, 2012:

1. Proposal Sheet
2. Specifications Exception Form
3. Alternate Form W-9
4. City of Concord Indemnification Agreement
5. Qualifications Statement and Questionnaire

The successful concessionaire must submit, prior to contract signing:

1. **Its insurance certificate (naming the City of Concord as an Additional Insured) that meets the minimum required types and levels of coverage.**

**CITY OF CONCORD, NEW HAMPSHIRE
PROPOSAL SHEET
RFP32-12, EVERETT ARENA PRO SHOP CONCESSION**

Pursuant to and in compliance with the terms, conditions and specifications of RFP 32-12, the undersigned proposes to operate the pro shop concession located at the Everett Ice Arena and to pay to the City of Concord, the following annual fee for this operation:

Figures: _____

Written: _____ Dollars

THE RENTAL FEE IS INCLUSIVE OF GAS AND ELECTRICITY UTILITIES.

THE FIRST YEAR OF THE CONTRACT SHALL BE SEPTEMBER 10, 2012 – MARCH 17, 2013. EACH SUBSEQUENT CONTRACT YEAR SHALL BE FOR A SIMILAR CONTRACT PERIOD (UP TO A MAXIMUM OF FIVE (5) YEARS.

The agreed upon annual rent shall be payable in twelve (12) monthly installments, billed, on the first business day of each month. A minimum bid of \$5,000.00 per year will be required.

List the charge for sharpening one pair of skates for the period September 10, 2012 – March 16, 2014:

\$ _____

List the quantity discount to one customer for the same period: _____

List the maximum percentage (%) increase in the charge for sharpening one pair of skates for the period September 8, 2014 – March 15, 2015. _____%

List the maximum percentage (%) increase in the charge for sharpening one pair of skates for the period September 7, 2015 – March 14, 2016. _____%

List the maximum percentage (%) increase in the charge for sharpening one pair of skates for the period September 6, 2016 – March 13, 2017. _____%

THE UNDERSIGNED ACKNOWLEDGES:

1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE VENDOR
SUBMITTING THIS BID
2. THE RECEIPT OF THE FOLLOWING
ADDENDA _____
3. CONFORMANCE WITH THE DISQUALIFICATION CLAUSE DETAILED BY
THE GENERAL TERMS AND CONDITIONS

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: _____

PLEASE FILL OUT, SIGN AND RETURN TO:

The City of Concord
Douglas B. Ross, Purchasing Manager
Combined Operations & Maintenance Facility
311 North State Street
Concord, NH 03301
603-230-3664

Due Date/Time: July 20, 2012 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 which you intend to furnish.

If your proposal does not meet all of our specifications you **must** so state in the space provided below:

Proposals 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 proposal does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your proposal bond, if submitted.

Signed: _____
I DO meet specifications

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

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

Alternate 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: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company – Enter the tax classification (D=Disregard entity, C= Corporation, P= Partnership) <input type="checkbox"/> <input type="checkbox"/> Other	Exempt from backup withholding <input type="checkbox"/>
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	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 or 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
RFP 32-12, EVERETT ARENA PRO SHOP CONCESSION
THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A
PROVISION OF ANY CONTRACT**

The successful contractor 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 contractor 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_____

DATE_____

ADDRESS_____

TELEPHONE_____

TOLL-FREE NUMBER_____

FAX NUMBER_____

E-MAIL ADDRESS_____

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

QUALIFICATIONS STATEMENT AND QUESTIONNAIRE

1. NAME OF ORGANIZATION (Specify type – whether an individual, partnership, corporation or other legal entity) _____

2. BUSINESS ADDRESS _____

3. IF A CORPORATION – Give names and addresses of corporate officers and amount of stock owned by each, either legally or equitably, and the name and address of each stockholder. Also indicate when and where incorporated and if qualified to do business in the State of New Hampshire. Give names and addresses of the Board of Directors. List names and addresses of all persons having financial interest, direct, or indirect in the corporation.

4. IF A PARTNERSHIP OR OTHER NON-CORPORATE ENTITY – Give names and addresses of all partners or all persons having any financial interest, direct or indirect, in the organization, and specify the nature of such interest.

5. State the number of years that the organization, under its present name, has been in the pro shop concession business: _____

QUALIFICATIONS OF PROPOSER AND QUESTIONNAIRE – (Cont'd)
(Confidential)

6. State the experience, qualifications and background of all persons having management control of the organization in the pro shop concession business.

7. List chronologically the concession operation or similar business presently or heretofore operated by the organization, or by persons having management control of the organization.

8. List all pertinent information indicating the ability of the organization and its management personnel to operate a successful pro shop concession on the premises of the Everett Ice Arena.

9. References:

A. Bank _____

B. Suppliers _____

QUALIFICATIONS OF PROPOSER AND QUESTIONNAIRE – (Cont'd)
(Confidential)

10. Do you intend to expand on the minimum hours of operation?
Yes _____ No _____ If answer is yes, please list below hours and dates you propose.

11. List your staffing plan indicating number of people, experience and hours and days for each.

12. Do you intend to make improvements to the concession area? Yes _____; No _____

If yes, please indicate what the improvements will be: _____

SIGNATURE: _____

COMPANY: _____

PLEASE COMPLETE, SIGN AND RETURN WITH YOUR PROPOSAL

City of Concord, New Hampshire
RFP 32-12, EVERETT ARENA PRO SHOP CONCESSION
Insurance Requirements for All Concessionaires

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)	\$ 5,000

- Occurrence
- Claims Made

Additional Coverage to Include

- | | |
|---|----|
| <input type="checkbox"/> Owners & Contractors' Protective – Limit | NA |
| <input type="checkbox"/> Underground/Explosion and Collapse | |

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
<input type="checkbox"/> Any Auto, Symbol 1	
<input type="checkbox"/> Include Employees as Insured	

Additional Coverage to include:

- | | |
|---|----|
| <input type="checkbox"/> Garage Liability | NA |
| <input type="checkbox"/> 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	NA
<input type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

Other

- | | |
|---|----|
| <input type="checkbox"/> 1. Professional/Errors & Omissions | NA |
| <input type="checkbox"/> 2. Builders Risk – Renovation Form | |
| All Risk completed value form including Collapse | NA |
| Sublimit for Soft Cost Coverage | NA |
| <input type="checkbox"/> 3. Installation Floater (Equipment) | NA |
| <input type="checkbox"/> 5. Environmental – Pollution Liability | NA |
| <input type="checkbox"/> 6. Aviation Liability | NA |
| <input type="checkbox"/> 7. Watercraft – Protection & Indemnity | NA |

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

NOTICE OF AWARD

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP 32-12

PROJECT: Everett Arena Pro Shop Concession

CITY CONTRACT NO.: RFP 32-12

CONTRACT FOR: Everett Arena Pro Shop Concession

You are notified that your Proposal opened on July 20, 2012 for the above Contract has been considered and accepted for you to provide pro shop concession services at the Everett Ice Arena. All terms, conditions, specifications and prices shall be in accordance with the CITY'S Request for Proposals (RFP 32-12 and all addenda) and the CONCESSIONAIRE'S proposal opened on July 20, 2012.

The CONCESSIONAIRE shall pay to the CITY, in twelve (12) equal payments (due on the 1st business day of each month), the annual sum of:

_____ Dollars (\$ _____).

One 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 _____, 2012. You must deliver to the CITY:

1. One fully executed counterpart of the Agreement;
2. Your insurance certificate(s), naming the CITY as an additional insured, meeting the minimum required levels of coverage; and

Failure to comply with these conditions within the time specified will entitle the CITY to consider your proposal abandoned and to annul this Notice of Award.

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 issue a Notice to Proceed.

CITY OF CONCORD, NH
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING AGENT
(TITLE)

Copy to GENERAL SERVICES DEPARTMENT/PUBLIC PROPERTIES DIVISION

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ by and between The City of Concord, New Hampshire, hereinafter called “**CITY**” and _____ doing business as a _____ hereinafter called “**CONCESSIONAIRE**”.

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

1. The **CONCESSIONAIRE** will commence and provide the pro shop concession services at the Everett Ice Arena. All terms, conditions, specifications and prices shall be in accordance with the **CITY’S** Request for Proposals (RFP 323-12 and all addenda) and the **CONCESSIONAIRE’S** proposal response opened on July 20, 2012.
2. The **CONCESSIONAIRE** will furnish all of the material, supplies, tools, equipment, labor and other services identified by RFP 32-12 and all addenda and necessary for the complete operation of the pro shop concession services at the Everett Ice Arena as described herein.
3. The **CONCESSIONAIRE** will commence the work required by the **CONTRACT DOCUMENTS** on September 10, 2012. The **CONCESSIONAIRE** shall operate the Concession until March 16, 2014. This **CONTRACT** may be renewed, by mutual consent of the **CITY** and **CONCESSIONAIRE**, for up to three (3) additional one (1) year periods (through March 13, 2017).
4. The **CONCESSIONAIRE** agrees to provide all of the **SERVICES** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the annual fee, payable to the **CITY** in twelve (12) equal installments. Each installment shall be due no later than the first business day of each month. The total annual payment by the **CONCESSIONAIRE** to the **CITY** shall be:

_____ **Dollars**
(\$ _____)

5. The term “**CONTRACT DOCUMENTS**” means and includes the following:
 - (A) REQUEST FOR PROPOSALS, RFP 32-12
 - (B) RFP 32-12 PROPOSAL RESPONSE
 - (C) CITY OF CONCORD REQUIRED CONTRACT FORMS
 1. SPECIFICATIONS EXCEPTION FORM

2. ALERNATE FORM W-9
 3. INDEMNIFICATION AGREEMENT
 4. INSURANCE CERTIFICATE IN CONFORMANCE WITH RFP REQUIREMENTS
 5. QUALIFICATION STATEMENT AND QUESTIONNAIRE
- (D) LETTER OF AWARD
(E) NOTICE OF AWARD
(F) AGREEMENT
(G) NOTICE TO PROCEED
(H) ADDENDA # _____ DATED _____
-

The contract between the **CITY** and the **CONCESSIONAIRE** shall consist of (1) the Request for Proposals (RFP) documents and any amendments there to and (2) the **CONCESSIONAIRE'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 **CONCESSIONAIRE** and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP documents and the **CONCESSIONAIRE'S** proposal. In all other matters, not affected by written clarification, if any, the RFP documents shall govern.

6. The **CONCESSIONAIRE** shall pay the **CITY** in conformance with the terms and conditions of RFP 332-12.

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 _____

Address _____

(SEAL)

ATTEST:

Name _____

(Please Type)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP 32-12

PROJECT: Everett Arena Pro Shop Concession

CITY CONTRACT NO.: RFP 32-12

CONTRACT FOR: Everett Arena Pro Shop Concession

You are notified that the Contract Time under the above contract will commence to run on **September 10, 2012**. 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 **March 16, 2014**. However, by mutual agreement, this contract may be renewed for up to three (3) additional one (1) year periods (through March 13, 2017).

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

CITY OF CONCORD, NH
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING AGENT
(TITLE)

Copy to GENERAL SERVICES DEPARTMENT/PUBLIC PROPERTIES DIVISION

City of Concord,
New Hampshire



Finance Department

Purchasing Division

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET

Concord, NH 03301

(603)230-3664 FAX(603)230-3656

Reference: RFP 32-12

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 (RFP 32-12, Everett Arena Pro Shop Concession) 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 FORM

FIRM: _____ DATE: _____

PROJECT: RFP 32-12, EVERETT ARENA PRO SHOP CONCESSION

DEPARTMENT/DIVISION: General Services Department, Public Properties Division

RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Proposal:</u>			
Meets Stated Requirements-Submitted All Requirements	5		
Rental Payments	15		
Staffing schedule	10		
Concession Manager Availability	10		
<u>Concessionaire</u>			
Relevant Experience	10		
Qualifications and Financial Resources	10		
Record of Satisfactory Performance	10		
Total:			

Rating Scale: Rate Each Category on a Score of 0-10 - Unacceptable 0, Average 5, Excellent 10

Score: Multiply the Weight by the Rating to determine the Score for each Category. Add the Scores for all Categories to determine the Total Score. The vendor with the highest Total Score is awarded the contract.