

RFP24-07

City of Concord, New Hampshire

Purchasing Division

CRACK SEAL AND RE-COAT CITY BASKETBALL AND TENNIS COURTS

Prepared for, and in coordination with the

**GENERAL SERVICES DEPARTMENT
GROUNDS DIVISION**

Contract Documents
Proposal Documents
Specifications

Firm: _____

**PROPOSAL DUE DATE/TIME: NOVEMBER 21, 2006 NOT LATER
THAN 2:00 PM**



City of Concord, New Hampshire

PURCHASING DIVISION

41 GREEN STREET

CONCORD, NH 03301

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

www.onconcord.com/purchasing

REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified private firm to provide crack seal and re-coating services for the City's basketball and tennis courts located in Rolfe, Rollins and White Parks. The firm must be lawfully engaged in providing the required crack sealing and re-coating services in the State of New Hampshire.

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

Proposals must be received **not later than 2:00 PM on November 21, 2006** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted to the **Purchasing Division, City of Concord, City Hall, 41 Green Street, Concord, NH 03301** in a sealed envelope which is clearly marked,

"RFP24-07

CRACK SEAL AND RE-COAT CITY BASKETBALL AND TENNIS COURTS"

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

Complete copies of RFP24-07 are available from the Purchasing Division, City of Concord, City Hall, 41 Green Street, Concord, NH 03301 (603-225-8530) and on-line at www.onconcord.com/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 on Page 19 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 in the Concord Monitor and periodically in other various publications, on Concord Cable Channel 17, and are posted publicly at (1) City of Concord, City Hall, 1st Floor, 41 Green Street, Concord, NH 03301 and (2) on the City of Concord web site at www.onconcord.com/purchasing.

CITY OF CONCORD, NEW HAMPSHIRE

Douglas B. Ross, Purchasing Agent

Date: _____

Proposal Due Date/Time: November 21, 2006 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 requested services unless specific directions in the advertisement, on the proposal form or in the special provisions allow for partial proposals. Failure to quote on all services may disqualify the proposal. When proposals on all services 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 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 the proposal of any 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 of services is allowed. Any such violation will result in the rejection of the offender's proposal or termination of the offender's contract, as applicable, and removal from the Proposal List).

The vendor may be required to supply proof of compliance with proposal specifications. All costs for such proof 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 and fee 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 cost, service delivery, quality of service and an institution's financial adequacy 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 are awarded 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, experience and work plan of the Proposer, the Proposer's ability to provide ongoing technical support, the Proposer's timeframe for providing the requested 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 if 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 or company in default of a contract with the City, the State of New Hampshire or the Federal Government.

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.

ASSIGNMENT PROVISION:

The contractor/vendor 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.

OWNERSHIP OF REPORTS:

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

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 estimate covering the total quantities under each item of work that have been completed from the start of the job up to and including the last day of the preceding month, and the value of the work so completed determined in accordance with the schedule of unit prices for such items together with such supporting evidence as may be required by the CITY.

Retainage: On not later than the last day of the month, the CITY shall, after deducting previous payments made, pay to the CONTRACTOR 90% of the amount of the estimate as approved by the CITY Engineer. The 10% retained percentage shall be held by the CITY until final inspection and acceptance. At such time, the retainage may be reduced to 5% of the total value of the contract and this amount shall be held during the 12-month warranty period. The warranty shall include all parts, labor and travel and shall commence upon substantial completion. All retainage shall be held in a non-interest bearing account.

PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, 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 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 services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.

COSTS:

Unless otherwise specified all costs listed are firm for the term of the contract and shall include all labor, material, transportation and discounts. 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 PUBLIC NUISANCE 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 13-6-8 Public Nuisance

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 unenforceability of 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 any subsequent Contract shall be deemed to be inserted herein and the 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 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.

NON-RECRUITMENT OF PERSONNEL

During the term of the Agreement and for twenty-four (24) months thereafter, the City and the successful vendor party agree not to solicit or hire current or former employees without the other's prior written consent

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.

INSTRUCTIONS TO CONTRACTORS

RFP24-07, CRACK SEAL AND RE-COAT CITY BASKETBALL AND TENNIS COURTS

1. EXPLANATION TO CONTRACTORS

Any explanation regarding the meaning or interpretation of the proposal must be requested in writing with sufficient allowance of time for receipt of reply before the time of proposal opening. Any such explanations or interpretations shall be made in the form of addenda to the documents and shall be furnished, by the Purchasing Agent, to all CONTRACTORS who shall acknowledge all addenda with their proposals. Oral explanations and interpretations made prior to the proposal opening shall not be binding. Requests for explanations should be addressed to: Douglas B. Ross, Purchasing Agent, City of Concord, 41 Green Street, Concord, New Hampshire 03301; phone: (603) 225-8530, Fax: (603) 230-3656, Email: dross@onconcord.com.

2. CONTRACTORS' UNDERSTANDING

CONTRACTORS shall visit the work site to familiarize themselves with pertinent local conditions such as location, character, and accessibility of the site, availability of facilities, location, character, size and condition of existing work sites, labor conditions, etc. The City of Concord shall make available to all prospective CONTRACTORS, previous to the receipt of proposals, information that it may have as to extraordinary site conditions at the work site. Such information shall be given, however, as the best factual information available without the assumption of responsibility for its accuracy or for any conclusions that the CONTRACTOR might draw there from.

CONTRACTOR shall visit the locations of all work to be performed, and a submitted proposal shall be considered as evidence that the CONTRACTOR has done so.

3. PROPOSAL REQUIREMENTS

Bonds (proposal, payment and performance) shall not be required for the work detailed by RFP24-07.

4. TIMETABLE

It is the intent of the City that all proposals be reviewed within ten (10) calendar days of the advertised submittal date. It is anticipated that a Contractor will be selected and a contract will be signed within ten (10) calendar days thereafter.

5. TECHNICAL EVALUATION

In the evaluation of the proposals, the CITY, at its discretion, may obtain technical support from outside sources. The CONTRACTORS will agree to fully cooperate with the personnel of any such organization.

6. SIGNATURE

The proposal shall be signed by an official authorized to bind the CONTRACTOR and shall contain a statement to the effect that the proposal is a firm offer for a sixty (60) day period. The proposal shall also contain the following information:

Name, title, address, and telephone number of the individual(s) with authority to contractually bind the company, and also who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.

7. INSPECTION FEES

The CONTRACTOR (or sub-contractor if used) shall not be assessed fees for layout or inspection of work by General Services Department and General Services staff, when such layout and/or inspection is required as part of the Specifications for the project. If, however, additional layout and/or re-establishment of bench marks, etc. is required due to negligence or failure of the CONTRACTOR to conform to the Specifications and Standards, then charges shall be made to them, and shall not be reimbursable by the CITY. The CONTRACTOR may be assessed the additional expense for inspection work during overtime or weekend hours should these hours be solely at the convenience of the CONTRACTOR.

8. INTEREST OF THE CONTRACTOR

The CONTRACTOR hereby covenants that he/she has at the time of execution of this Agreement, no interest, and that he/she shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed pursuant to this Agreement. The CONTRACTOR further covenants that in the performance of this work, no person having any such interest shall be employed.

9. EXTRAS

Except as otherwise provided herein, no payment for extras shall be made unless and until the CITY thereof has authorized such extras and the price in writing.

10. OPPORTUNITIES FOR RESIDENTS

The CONTRACTOR covenants and agrees that in the work to be performed under this contract, the CONTRACTOR will take affirmative action to ensure that residents of the City of Concord are given maximum opportunity for employment and that business concerns located in, or owned in substantial part by, residents of the City of Concord are to the greatest extent feasible, awarded contracts. The OWNER may request, in which case the CONTRACTOR shall provide, such information as the owner shall determine is necessary to ascertain the CONTRACTOR'S conformance with the provisions of this section.

11. EXTRA WORK

The CONTRACTOR shall do all work incidental to the proper completion of the contract not herein otherwise provided for when and as ordered in writing by the CITY. The amount of compensation to be paid to the CONTRACTOR for extra work, as so ordered, shall be determined by the CITY to be one of the following:

By such applicable unit prices, if any, as set forth in the contract; or

If no such unit prices are so set forth, then by unit prices or by a lump sum mutually agreed to by the CITY and the CONTRACTOR; or

If no such unit prices are so set forth and if the parties cannot agree upon unit prices or a lump sum, then by the actual net cost in money to the CONTRACTOR as approved by the CITY of the

materials and of the wages of applied labor required for such extra work, plus such rental of plant and equipment (other than small tools) required and approved for such extra work, plus ten (10%). No extra work will be paid for unless specifically ordered as such by the CITY in writing.

In the case of extra work performed by subcontractors, whether under the specific contract item provided herein, or otherwise approved by the CITY, the ten percent (10%) added to the reasonable cost of the work will be allowed only to the subcontractor. On such work, an additional five percent (5%) of the reasonable cost (before addition to the ten percent (10%)) will be paid to the

CONTRACTOR for its work in directing the operations of the subcontractor and for any overhead involved.

12. NON-DISCRIMINATION

Contracts for work under this proposal will obligate the CONTRACTOR and the subcontractor not to discriminate in employment practices. Statements as to non-discriminatory practices may be requested from successful bidders.

13. QUALIFICATIONS OF CONTRACTOR

The City of Concord may make such investigations as it deems necessary to determine the ability of the Contractor to perform the work, and the Contractor shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject and proposal if the evidence submitted by, or investigation of such Contractor fails to satisfy the City that such Contractor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

14. THE DIRECTOR OF GENERAL SERVICES DEPARTMENT TO DECIDE

The Director of General Services, or his designee, shall decide all questions which may arise as to the performance, continuity and acceptability of work to be done and all materials to be furnished under this contract, and shall decide all questions which may arise as to the interpretation of plans and specifications used and as to the fulfillment of this contract on the part of the Contractor and as to defects in the Contractor's work. The order, progress and methods of construction shall at all times be satisfactory to the Director of General Services, or his designee. The contractor shall vie his attention constantly to the faithful prosecution of the work, and shall keep the same under his personal control.

15. TIME AND MANNER OF DOING THE WORK

Before any work is begun, the Contractor shall discuss fully with the General Services Department, Grounds Superintendent the order and manner of doing the work and the operating procedure shall at all items comply with the requirements of the Director of General Services.

16. GENERAL PROVISIONS

Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders may be given by the General Services Director or his designee and shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which orders are given.

17. LAWS AND REGULATIONS

The Contractor shall keep himself fully informed of all state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction authority over the same. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any such laws, specifications or contract for the work in relation to any such laws, ordinances, regulations, orders or decrees, he shall forthwith report the same to the General Services Director, or his designee, in writing. He shall at all times himself observe and comply with such laws and ordinances and shall cause all his agents and employees to observe and comply with such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the City and its officers, agents and servants against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, order or decrees, whether by himself or his employees or subcontractors.

18. EXISTING STRUCTURES

The Contractor shall take full responsibility for maintaining and restoring all existing structures encountered by his construction operations, including paving, catch basins, drains, electric light power, telephone poles, gas mains, water gate valve boxes, water mains and any other structures encountered above or below ground. Damage to utilities will be repaired by the respective utility and the Contractor will pay all cost of repairs and/or damage incurred. The Contractor shall receive no additional compensation for maintaining, supporting protecting, restoring, and relocating if necessary, all electric light power and telephone poles and lines, and gas mains which are encountered in his work.

19. BARRICADES, DANGER, WARNING AND DETOUR SIGNS

The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient warning lights, danger signals and signs, and shall take all necessary precautions for the protection of the work and the safety of the public. As a further precaution, the Contractor shall keep from any City land or easements at the site of work, all persons not directly connected with the work or authorized by the General Services Director, or his designee, to be in the work area.

20. ACCESS TO WORK

Authorized agents and employees of the city may, at any time and for any purpose, enter upon the work and premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefore. Other contractors of the General Services Department, federal, state and city officials and landowners may also, for all the purposes which may be required by their agreements and contracts, enter upon the work and premises used by the Contractor.

21. SITE MANAGERMENTS, DUST CONTROL, ETC.

The Contractor shall maintain the site of the work in a reasonable condition, shall avoid or promptly remove accumulations of dirt, debris, etc., from roadways and storage areas, shall control the creation of a dust nuisance by liquid chloride treatment, shall limit noise, and vibration and take such other measures as may be reasonable or proper to avoid undue nuisance to surrounding property owners.

22. ALL WORK TO BE INSPECTED

Proper notice shall be given the General Services Director, or his designee, by the Contractor of the times and places he intends to do work. All work is subject to inspection by the General Services Director, or his designee. Any work which is done contrary to the direction of the General Services Director, or his designee, shall be considered unauthorized. If such unauthorized work is not accepted by the General

Services Director, or his designee, the Contractor shall agree to remove and replace such unauthorized work at his own expense to the satisfaction of the director when directed to do so.

23. CLEANING UP OR RESTORATION WORK

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his employees or work, or the employees or work of any of his subcontractors.

24. EMERGENCY REPAIRS, ETC.

If, in the opinion of the General Services Director, or his designee, at any time while the Contractor is responsible for the work or maintenance thereof, any emergency exists because there are not adequate barricades, lights, signs, etc. to warn and protect the public and/or persons or property in the vicinity of the work, or that the work under construction, or other adjacent streets, ground or structures are in acute danger of damage or injury by reason of inadequate drainage protection or other proper precautions which it is the duty of the Contractor to provide or to have provided; or that a street, road, walk or other premises are unsafe by reason of any settlement of any filling placed by the Contractor, the General Services Director, or his designee, may direct the Contractor or the Contractor's representative to remedy the difficulty immediately to furnish and erect the needed barricades, lights, or signs; to provide set adequate sheeting, shoring and bracing to provide adequate pumps and drainage facilities; to fill settlements; to smooth roads, streets, walks or grounds; or to perform similar urgently needed services. If the Contractor or his representative is not present or is not immediately available or able to receive such orders or to perform the emergency services needed, or fails to act following such notice, the General Services Director, or his designee, acting for the City, may cause such defects to be corrected; roads and walks made unsafe etc. by such person(s) or means as it may elect, and the Contractor shall reimburse the city of any expense incurred by it in performing such work. The City may deduct from any sum or sums due or to become due to the Contractor such sum or sums as may be proper to reimburse the city of such expense(s), or may collect the costs of such work by other means.

25. ACT OR FAILURE TO ACT ON PART OF DIRECTOR DOES NOT REDUCE LIABILITY OF CONTRACTOR

Given notice, or failure to give notice, or acting as authorized in the preceding sections, or failure to so act on the part of the General Services Director, or his designee, or any questions as to the adequacy of the notice by the General Services Director, or his designee, or of his acts or those of the City as provided in those sections shall not in any way relieve the Contractor from any part of his responsibility or liability for performing any and all of the acts and assuming any and all of the risks, duties and liabilities which the Contractor is obligated to perform or assume.

26. OSHA REGULATIONS

The Contractor shall follow and shall maintain all safety standards as prescribed by OSHA without exception. The General Services Director, or his designee, shall require strict adherence to all safety rules and regulations. The Federal Register Number for Contractor reference is Vol. 37, Part 262. The Federal Register Number for construction work for reference is Vol. 37, Part 243.

27. TECHNICAL SPECIFICATIONS

As per the attached.

RFP24-07

CRACK SEAL AND RE-COAT CITY BASKETBALL AND TENNIS COURTS

SPECIFICATIONS

1. The work covered by these specifications includes the basketball and tennis courts located in Rollins, Rolfe and White Parks.
2. Each court will have all significant cracks filled with crack filler or court patch binder.
3. The binder or crack filler must set for 24 hours before any other material is applied
4. Each court will have applied to it one (1) coat of acrylic resurfacer and two (2) coats of Plexipave.
5. The new Plexipave Color Coats will match the existing colors on the tennis or basketball courts.
6. The lines on the courts will be painted White with Plexicolor Line Paint. This paint shall be suitable for use over all types of bituminous surfaces and, when applied over emulsified asphalt, it shall not cause lifting, crazing, peeling, or other damage to the base.

All work shall begin anytime after April 15, 2007 (weather permitting) and must be complete not later than June 1, 2007.

The City reserves the right to increase or decrease the amount of work detailed by this Request for Proposals.

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** as part of his/her proposal:

1. Proposal Sheet
2. Specifications Exception Form
3. Alternate W9 Form
4. City of Concord Indemnification Agreement
5. Qualifications Statement

The successful vendor must submit, prior to contract signing, his/her insurance certificate (naming the City of Concord as an Additional Insured) that meets the minimum required levels of coverage

THE UNDERSIGNED ACKNOWLEDGES:

1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE VENDOR SUBMITTING THIS PROPOSAL
2. THE RECEIPT OF THE FOLLOWING ADDENDA _____
3. THE FIRM 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: _____

PLEASE FILL OUT, SIGN AND RETURN TO:

The City of Concord
Douglas B. Ross, Purchasing Agent
41 Green Street
Concord, NH 03301
603-225-8530
603-230-3656 (Fax)
dross@onconcord.com

Due Date/Time: November 21, 2006 Not Later Than 2:00 PM

IN AN EFFORT TO BETTER REACH ALL PROSPECTIVE VENDORS, PLEASE ASSIST US BY PROVIDING AND RETURNING, WITH YOUR PROPOSAL, THE FOLLOWING INFORMATION:

HOW DID YOU LEARN ABOUT THIS REQUEST FOR PROPOSALS (RFP)? PLEASE CHECK ALL THAT APPLY:

- _____ LEGAL NOTICE IN THE CONCORD MONITOR
- _____ PURCHASING PAGE OF THE CITY INTERNET WEB SITE
- _____ ADVERTISEMENT ON CONCORD CABLE TV (CCTV-Channel 17)
- _____ POSTING ON CITY HALL BULLETIN BOARD
- _____ SUBSCRIPTION TO A CONSTRUCTION REPORTING SERVICE
Please identify the reporting service:_____
- _____ CITY SENT THE RFP TO MY FIRM
- _____ OTHER, PLEASE IDENTIFY:_____

THANK YOU FOR YOUR ASSISTANCE.

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.

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 <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/>	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 Finance Department 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

**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 _____

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.

City of Concord, New Hampshire
RFP24-07, Crack Seal and Re-Coat City Basketball and Tennis Courts
Insurance Requirements for All Contractors

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
<input type="checkbox"/> Occurrence	
<input type="checkbox"/> Claims Made	

Additional Coverage to Include

- Owners & Contractors' Protective – Limit
- 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:

- 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 NA
- Follow Form Umbrella on ALL requested Coverage

Other

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

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

QUALIFICATION STATEMENT

The undersigned submits answers to the following questions to enable the City of Concord to judge experience and ability in, and facilities for, the required crack sealing and re-coating work.

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 equipment you propose to furnish. (a) your own; (b) rented:

a. _____

b. _____

3. How many years has your organization been in business as a contractor under the name in which you propose to execute this contract?

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

5. Provide three (3) references (to include name, address, telephone number and point of contact) for contracts that you currently have or have completed with a scope of work similar to that detailed by RFP24-07:

City of Concord,
New Hampshire



Finance Department

Purchasing Division

CITY HALL 41 GREEN STREET

Concord, NH 03301

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

Reference: RFP24-07

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 (RFP24-07, Crack Seal and Re-Coat City Basketball and Tennis Courts) 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)

NOTICE OF AWARD

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP24-07

PROJECT: Crack Seal and Re-Coat City Basketball and Tennis Courts

CITY CONTRACT NO.: RFP24-07

CONTRACT FOR: Crack Seal and Re-Coat City Basketball and Tennis Courts

You are notified that your Proposal for the above Contract has been considered and accepted for you to provide crack sealing and re-coating services for the CITY’S basketball and tennis courts located in Rollins, Rolfe and White Parks. All terms, conditions, specifications and prices shall be in accordance with the CITY’S Request for Proposals (RFP24-07) and the **CONTRACTOR’S** proposal opened on November 21, 2006.

The **CITY** shall pay to the **CONTRACTOR**, the not to exceed 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 _____. 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.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)
PURCHASING AGENT, TITLE

Copy to GENERAL SERVICES DEPARTMENT, GROUNDS 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) hereinafter called the “**CONTRACTOR**”.

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

1. The **CONTRACTOR** will commence and provide the crack sealing and re-coating services for the **CITY’S** basketball and tennis courts located at Rollins, Rolfe and White Parks. All terms, conditions, specifications and prices shall be in conformance with the **CITY’S** Request for Proposals (RFP24-07) and the **CONTRACTOR’S** proposal response opened on November 21, 2006.
2. The **CONTRACTOR** will furnish all of the material, supplies, tools, equipment, labor and other services necessary to provide the crack sealing and re-coating services described herein.
3. The **CONTRACTOR** will commence the work required by the **CONTRACT DOCUMENTS** on **April 15, 2007 (weather permitting)**. Completion time for this Agreement shall be not later than **June 1, 2007**.
4. The **CONTRACTOR** agrees to provide all the **SERVICES** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the not-to-exceed fee for services provided with the cost proposal submitted by the **CONTRACTOR**.
5. The term “**CONTRACT DOCUMENTS**” means and includes the following:
 - (A) REQUEST FOR PROPOSALS RFP24-07
 - (B) RFP24-07 PROPOSAL RESPONSE
 - (C) CITY OF CONCORD REQUIRED CONTRACT FORMS
 1. SPECIFICATIONS EXCEPTION FORM
 2. ALTERNATE FORM W-9
 3. INDEMNIFICATION AGREEMENT
 4. INSURANCE CERTIFICATE
 - (D) LETTER OF AWARD
 - (E) NOTICE OF AWARD
 - (F) AGREEMENT
 - (G) NOTICE TO PROCEED
 - (H) ADDENDA NO. _____, DATED _____.
 - (I) CITY PURCHASE ORDER

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**. Retention from progress payments will be in accordance with the General Terms and Conditions.

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 Agent

(SEAL)

ATTEST:

Name _____

Title _____

CONTRACTOR:

By _____

Name _____

(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____

(Please Type)

NOTICE TO PROCEED

Dated: _____

TO:

ADDRESS:

CITY PROJECT NO. RFP24-07

PROJECT: Crack Seal and Re-Coat City Basketball and Tennis Courts

CITY CONTRACT NO.: RFP24-07

CONTRACT FOR: Crack Seal and Re-Coat City Basketball and Tennis Courts

(Name of Contractor)

You are notified that the Contract Time under the above contract will commence to run on **April 15, 2007 (weather permitting)**. 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 **June 1, 2007**.

Before you may start any Work the General Terms and Conditions provides that you must deliver to the CITY your firm's Certificates of insurance, naming the CITY as additional insured, which you are required to purchase and maintain in accordance with the Contract Documents.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY

(AUTHORIZED SIGNATURE)

PURCHASING AGENT
(TITLE)

Copy to GENERAL SERVICES DEPARTMENT, GROUNDS DIVISION

FIRM: _____

DATE: _____

PROJECT: RFP24-07, CRACK SEAL AND RE-COAT CITY BASKETBALL AND TENNIS COURTS

DEPARTMENT/DIVISION: GENERAL SERVICES DEPARTMENT, GROUNDS DIVISION

RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Proposal:</u>			
Adherence to Specifications and Submission of all Required Documents	5		
Cost	10		
Warranty	10		
<u>Contractor:</u>			
Experience, Organization, Technical and Professional Skills and Facilities	10		
Qualifications	10		
Ability to Comply with City's Schedule	10		
Record of Satisfactory Performance	10		
Adequate Financial Resources for Performance	5		
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.