

**RFP-15-07**

City of Concord, New Hampshire

Purchasing Division

**ENVIRONMENTAL SITE ASSESSMENT, HAZARDOUS BUILDING MATERIALS  
SURVEY, AND DEMOLITION ESTIMATING SERVICES  
FOR  
NINE SOUTH COMMERCIAL STREET LLC. (FORMER AGWAY),  
TSUNIS HOLDINGS INC. (HOLIDAY INN)  
AND  
NHDOT ESCHEATED RIGHTS  
PROPERTIES**

Prepared for, and in coordination with the

**COMMUNITY DEVELOPMENT DEPARTMENT  
BUSINESS DEVELOPMENT DIVISION**

Contract  
Proposal Documents  
Specifications

Firm: \_\_\_\_\_

**Proposal Due Date/Time: August 30, 2006 Not Later Than 2:00 PM  
Mandatory Pre-Proposal Meeting: August 16, 2006 at 2:00 PM**



# City of Concord, New Hampshire

## PURCHASING DIVISION

41 GREEN STREET

CONCORD, NH 03301

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

## REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified private firm to provide the City with environmental site assessment, hazardous building survey, and demolition estimating services for Nine South Commercial Street (Former Agway) (Tax Map 55, Block 6, Lot 2) 9 South Commercial Street, Tsunis Holdings Inc. (Holiday Inn) and NHDOT Escheated Rights (Tax Map 46, Block 5, Lot 3), Storrs Street, Concord, New Hampshire. The firm must be lawfully engaged in the service of providing environmental assessment services in the State of New Hampshire.

Proposals must be received **not later than 2:00 PM on August 30, 2006** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted in a sealed envelope that is clearly marked,

**“RFP15-06, ENVIRONMENTAL SITE ASSESSMENT, HAZARDOUS BUILDING MATERIALS SURVEY, AND DEMOLITION ESTIMATING SERVICES FOR NINE SOUTH COMMERCIAL STREET LLC. (FORMER AGWAY), TSUNIS HOLDINGS INC. (HOLIDAY INN) AND NHDOT ESCHEATED RIGHTS PROPERTIES”**

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

Copies of RFP15-07 are available from the Purchasing Division, City of Concord, City Hall, 41 Green Street, Concord, NH, 03301, (603-225-8530) or on-line at [www.onconcord.com/Purchasing](http://www.onconcord.com/Purchasing).

A **mandatory** pre-proposal meeting, for the purpose of viewing the property and reviewing specifications within this RFP, will be conducted on August 16, 2006 at 2:00 PM at City Hall, 2<sup>nd</sup> Floor Conference Room, 41 Green Street, Concord, NH 03301.

All statements received will be considered confidential and not available for public review until after a contractor 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 by the Submittal Requirements on Pages 30 & 31 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, 1<sup>st</sup> Floor, 41 Green Street, Concord, NH 03301 and (2) on the City of Concord web site at [www.onconcord.com/Purchasing](http://www.onconcord.com/Purchasing).

CITY OF CONCORD, NEW HAMPSHIRE

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Douglas B. Ross, Purchasing Agent

**Proposal Due Date/Time: August 30, 2006 not later than 2:00 PM**  
**Mandatory Pre-Proposal Meeting: August 16, 2006 at 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 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 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**

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](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

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 FOR PROPOSERS  
ENVIRONMENTAL SITE ASSESSMENT, HAZARDOUS BUILDING  
MATERIALS SURVEY, AND DEMOLITION ESTIMATING SERVICES  
FOR  
NINE SOUTH COMMERCIAL STREET LLC. (FORMER AGWAY),  
TSUNIS HOLDINGS INC. (HOLIDAY INN) AND  
NHDOT ESCHEATED RIGHTS PROPERTIES**

1. GENERAL

The City of Concord seeks the services of qualified environmental engineering firms, industrial hygienists, and structural / civil engineering firms to provide environmental site assessment, hazardous building material survey, and demolition cost estimating services for two properties located within downtown Concord. For more information about services requested, please see “Scope of Services” section of this RFP. A summary description of the subject properties for which services are requested is as follows:

**Nine Commercial Street LLC. (Former Agway) Tax Map 55-6-2**

This 1.6-acre parcel was formerly occupied by Agway’s retail store and by their commercial fertilizer mixing and distribution warehouse. The retail operation moved to a new store on Route 106 in 2000. The warehouse and mixing operation was acquired by Howard Pearl, a farmer/businessman from Loudon to assure that he and other area farmers would be able to continue to get bulk fertilizer without traveling great distances. He bought the entire property in 2001. It is one of two properties the City either needs to own if the City is to build a connection street from South Commercial/Constitution Avenue to Storrs Street/Stickney Avenue in accordance with the recommendations of the “Opportunity Corridor Master Plan”.

The property contains three buildings.

- The former retail building has 6,436 square feet which is currently used as office, equipment rental, and storage.
- The fertilizer mixing building has 10,484 square feet which is still used for fertilizer mixing, warehousing and distribution.
- There is a small 256 square foot building that appears unused; two rail sidings and an underground storage tank.

Buildings at the premises appear to be structurally sound and maintained. They are however, inconsistent with the recommendations of the “Opportunity Corridor Master Plan” and with the redeveloped properties to the north known as Page Belting Horseshoe Pond Place and Corporate Park at Horseshoe Pond.

## **Tsunis Holdings Inc. (Holiday Inn) and NHDOT Escheated Rights Tax Map 46-5-3**

The City has a long history with this 4-acre parcel. In the late 1980's the City assisted Tsunis Holding, Inc. in the friendly acquisition of Lots A (a 3.483 acre parcel) and B (a .553 acre parcel) for a total of 4.036 acres of land East of Storrs Street from Guilford Transportation (also known as Boston and Maine Corporation) by using the power of eminent domain to clear very cloudy titles to the properties. The purposes of the acquisitions were to allow Tsunis Holding Inc. to expand the hotel, build a conference center, and develop sufficient parking. Tsunis Holding, Inc. purchased and had delivered to this site the structural steel intended for the construction of the expansion. Their plans were abruptly stopped when FDIC seized Amoskeag Bank, their source of financing. The site has since sat dormant providing outside storage to the piles of stockpiled structural steel, which were removed over the past year. There are no buildings on the property.

Lots A and B are comprised of fifteen smaller lots assembled by Guilford Transportation acquisitions over a number of years. Nine of the fifteen assembled parcels did not have heirs to claim ownership to the title so the ownership of those nine parcels escheated to the State of NH.

Tsunis Holding, Inc. bought these parcels directly from the State at the appraised fair market value. The Governor and Council imposed a reversionary clause in the deed that stated if Tsunis Holding, Inc. did not develop in five years the ownership reverted back to the State. The first five years was extended to a second five years, which expired in May of 2003.

Tsunis Holding, Inc. also bought a railroad "Permanent Grade Crossing Right and Easement" from Boston and Maine Corporation when it acquired Lots A and B from Guilford Transportation.

## 2. **EXPLANATION TO PROPOSERS**

Any explanation regarding the meaning or interpretation of any project documents must be requested in writing with sufficient allowance of time for receipt of reply before the time of the proposal opening (not later than seven (7) calendar days). Any such explanations or interpretations shall be in the form of addenda to the documents and shall be furnished by the Purchasing Agent to all proposers of record who shall acknowledge all addenda with their proposal. Oral explanations and interpretations made prior to the bid opening shall not be binding. Requests for explanations should be addressed to: Douglas B. Ross, Purchasing Agent, City of Concord, City Hall, 41 Green Street, Concord, NH 03301, Tel (603) 225-8530; [dross@onconcord.com](mailto:dross@onconcord.com).

3. PROPOSERS UNDERSTANDING

Proposers should visit the work site to familiarize themselves with the pertinent local conditions such as location, character and accessibility of the site, availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc. A submitted proposal shall be considered as evidence that the proposer has done so. The City of Concord shall make available to all prospective proposers, previous to the receipt of proposals, information that it may have as to the extraordinary site conditions. Such information shall be given, however, as the best factual information without the assumption of responsibility for its accuracy or for any conclusions that the contractor might draw therefrom.

4. GUIDELINES FOR PROSPECTIVE CONTRACTORS

Contracts shall be awarded only to responsive and responsible offerers. In order to qualify as responsive and responsible, a prospective contractor must show proof that she/he meets the following standards as they relate to this Request for Proposals:

- A. Have adequate financial resources for performance;
- B. Have the necessary experience, organization, technical qualifications, skills, and facilities;
- C. Be able to comply with the proposed time schedule;
- D. Have a demonstrated satisfactory record of performance; and
- E. Adhere to the specifications of this proposal and provide all documentation required of this proposal

5. PROPOSAL PREPARATION

In order to facilitate evaluation of the proposals, the offerer is instructed to follow the outline provided in the Scope of Services, Section V, Submittal Requirements for responding. Proposals that do not follow the outline, or do not contain the required information may be considered as unresponsive proposals. Additional and more detailed information may be annexed to the main body of the reply.

6. PROPOSAL SUBMISSION

In order to be considered responsive, proposals must be accompanied by all required certifications and representations, and must be submitted in one (1) original and nine (9) identical copies to the Purchasing Division, City Hall, 41 Green Street, Concord, New Hampshire, 03301.

Proposals must be received **not later than August 30, 2006, at 2:00 PM** to be eligible for consideration. Each proposal shall be submitted in a sealed envelope, which is clearly marked:

**"RFP15-07, ENVIRONMENTAL SITE ASSESSMENT, HAZARDOUS BUILDING MATERIALS SURVEY AND DEMOLITION ESTIMATING SERVICES FOR NINE SOUTH COMMERCIAL STREET LLC. (FORMER AGWAY), TSUNIS HOLDINGS INC. (HOLIDAY INN) AND NHDOT ESCHEATED RIGHTS PROPERTIES"**

A mandatory pre-proposal meeting for the purpose of reviewing the proposal specifications will be conducted on **August 16, 2006 at 2:00 PM** in City Hall, 2<sup>nd</sup> Floor Conference Room, 41 Green Street, Concord, NH 03301.

7. CONTRACT AWARD

The City may award a contract, based on offers received, without additional submissions from the offerer. Accordingly, each offer should be submitted on the most favorable terms from a price and technical standpoint that the offerer can submit. However, the City reserves the right to request additional data, or oral discussion, or presentation in support of written proposals.

Any contract awarded as a result of the Request for Proposals will contain the special and general provisions made a part of this Request for Proposals.

Project shall commence on the signing of the contract, and be completed no later than dates as identified within the scope of services section of this document.

8. INSURANCE REQUIREMENTS - SEE ATTACHED SHEET

9. PAYMENT SCHEDULE

Invoices are due in duplicate and payable by the second Friday after receipt.

10. SCOPE OF SERVICES - SEE NEXT SECTION

11. FEES AND COMPENSATION

Offerers are reminded that all costs and charges including those for travel are to be shown in a detailed cost breakdown as well as providing a lump sum amount.

12. PROPOSAL EVALUATION

Each proposal, that is deemed by the CITY to be responsive and responsible, shall be evaluated using the following criteria:

- A. Successful experience of the designated project manager and of the firm in completing similar efforts.
- B. The professional capability, reputation, and past performance record of the project manager and the firm(s).
- C. Soundness of approach and use of appropriate methodology in responding to each item in the Request for Proposals.
- D. The firm's ability to perform the stated work within the required time limits, considering current and projected work load. A statement in this regard should be made by the offerer.

**A lengthy proposal is not required. Clarity and conciseness, demonstrating knowledge in the field and a clear understanding of the problem and solution, are desired.**

13. INTEREST OF THE CONTRACTOR

The Contractor hereby covenants that he has at the time of execution of the Agreement, no interest, and that he 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.

14. EXTRAS

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

15. 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 insure 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 City 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.

16. EXTRA WORK

The Contractor shall do any 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:

1. By such applicable unit prices, if any, as set forth in the Contract; or
2. 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
3. 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 percent (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 his work in directing the operations of the subcontractor and for any overhead involved.

17. NON-DISCRIMINATION

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

18. QUALIFICATIONS OF PROPOSER

The City of Concord may make such investigations as it deems necessary to determine the ability of the proposer to perform the work, and the proposer 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 any proposal if the evidence submitted by, or investigation of such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

19. THE BUSINESS DEVELOPMENT COORDINATOR TO DECIDE

The Business Development Coordinator 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 abatement and demolition shall at all times be satisfactory to the Business Development Coordinator. The contractor shall vie his attention constantly to the faithful prosecution of the work, and shall keep the same under his personal control.

20. TIME AND MANNER OF DOING THE WORK

Before any work is begun, the Contractor shall discuss fully with the Business Development Coordinator the order and manner of doing the work and the operating procedure shall at all items comply with the requirements of the Business Development Coordinator of Community Development. Care should be taken to keep private and commercial entrance (i.e. service roads and walkways) interruptions to a minimum and advance notice should be given the occupant when such interruptions are anticipated.

21. 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 Business Development Coordinator 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.

22. 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 Business Development Coordinator 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.

23. 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.

24. MAINTAIN STREETS PASSABLE

Unless otherwise specifically permitted by the proper authorities of the City, the Contractor shall at all times maintain the streets passable adjacent to where he is conducting his work. The Contractor shall maintain access to all buildings, etc., with the least possible interruption and shall conduct his work so that the inconvenience to all property owners adjacent to the work will be at a minimum. All property owners shall be notified in advance if access to their property is to be temporarily interrupted in case of any hardship resulting therefrom, the Contractor shall make suitable arrangements with the property owner to the satisfaction of the Director.

25. USE OF HIGHWAYS

The use of state, city and town highways for hauling construction equipment or materials involved in the work will be subject to the rules and regulations of the state highway department, city or town governing such use by contractors and the Contractor shall comply with all such rules and regulations.

26. 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, provide flaggers in numbers as required, and shall take all necessary precautions for the protection of the work and the safety of the public. The Contractor will be required to conduct his operations so as to keep traffic moving steadily and to avoid traffic tie-ups. Highways closed to traffic shall be protected by adequate barricades on which suitable and acceptable warning and detour signs shall be placed and maintained.

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 Business Development Coordinator to be in the work area.

27. 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 Community Development 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 and other contractors of the Community Development

Department, state or landowners in regard to their work shall be adjusted and determined by the Business Development Coordinator of Community Development.

28. 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 highways and storage areas, shall control the creation of a dust nuisance by sprinkling or 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.

29. ALL WORK TO BE INSPECTED

All work is subject to inspection by the Business Development Coordinator. Any work that is done contrary to the direction of the Business Development Coordinator shall be considered unauthorized. If the Business Development Coordinator does not accept such unauthorized work, the Contractor shall agree to remove and replace such unauthorized work at his own expense and to the satisfaction of the Business Development Coordinator when directed to do so.

30. EMERGENCY REPAIRS, ETC.

If, in the opinion of the City, 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 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, the Business Development Coordinator 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 Director, acting for the City, may cause such defects to be corrected; 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.

31. ACT OR FAILURE TO ACT ON PART OF BUSINESS DEVELOPMENT COORDINATOR 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 Director; or any questions as to the adequacy of the

notice by the Director, 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.

32. OSHA REGULATIONS

The Contractor shall follow and shall maintain all safety standards as prescribed by OSHA without exception. The Business Development Coordinator 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.

33. TECHNICAL SPECIFICATIONS

As per the attached.

**RFP15-07**  
**ENVIRONMENTAL SITE ASSESSMENT, HAZARDOUS BUILDING MATERIALS**  
**SURVEY AND DEMOLITION ESTIMATING SERVICES FOR NINE SOUTH**  
**COMMERCIAL STREET LLC (FORMER AGWAY), TSUNIS HOLDINGS INC.**  
**(HOLIDAY INN) AND NHDOT ESCHEATED RIGHTS PROPERTIES**

**SCOPE OF SERVICES**

**I. OBJECTIVES**

To complete the following:

1. Comprehensive Level I & Level II Environmental Site Assessments (ESA) and hazardous building materials surveys of #9 South Commercial Street (Former Agway), City of Concord Tax Map 55, Block 6, Lot 2;
2. Comprehensive Level I & Level II Environmental Site Assessments (ESA) of property located at Storrs Street (known as Tsunis Holdings Inc. / Holiday Inn) and NHDOT Escheated Rights (Tax Map 46, Block 5, Lot 3),;
3. Provide comprehensive cost estimates for all environmental remediation and cleanup activities (“soft” and “hard” costs); and,
4. Provide comprehensive costs estimate (“soft” and “hard costs) for demolition and removal of all structures at both properties (buildings, parking areas, above and below ground utilities, and associated miscellaneous debris) as well as site stabilization (loam and seed).

Environmental Site Assessments shall be in accordance with ASTM requirements and accepted industry standards.

The City will use these assessments and associated cost estimates to determine the potential liabilities and costs of acquiring the property through appraisals and negotiations. The City is considering acquisition of these properties for future extension of Storrs Street to Commercial Street, as well as possible commercial, office, and retail development.

## II. PROJECT

### **Nine Commercial Street LLC. (Former Agway), 9 South Commercial Street, Concord, Tax Map 55-6-2, Block 6, Lot 2**

This 1.6-acre parcel was formerly occupied by Agway's retail store and by their commercial fertilizer mixing and distribution warehouse. The retail operation moved to a new store on Route 106 in 2000. The warehouse and mixing operation was acquired by Howard Pearl, a farmer/businessman from Loudon to assure that he and other area farmers would be able to continue to get bulk fertilizer without traveling great distances. Mr. Pearl acquired the entire property in 2001. It is one of two properties the City either needs to own if the City is to build a connection street from South

Commercial/Constitution Avenue to Storrs Street/Stickney Avenue in accordance with the recommendations of the "Opportunity Corridor Master Plan".

The property contains the following buildings:

- 6,436 SF former retail building currently used as office, equipment rental, and storage;
- 10,484 SF fertilizer mixing building which is currently used for fertilizer mixing, warehousing and distribution.
- Miscellaneous structures including a 256 SF storage building (vacant), two rail sidings, and an underground storage tank.

Buildings at this property appear to be structurally sound and in fair condition. However, the City would demolish these buildings in order to implement recommendations of the 2004 "Opportunity Corridor Master Plan" .

### **Tsunis Holdings Inc. (Holiday Inn) and NHDOT Escheated Rights, Storrs Street (behind the Holiday Inn), Concord, Tax Map 46, Block 5, Lot 3**

The City has a long history with this 4-acre parcel. In the late 1980's the City assisted Tsunis Holding, Inc. in the friendly acquisition of Lots A (a 3.483 acre parcel) and B (a .553 acre parcel) for a total of 4.036 acres of land East of Storrs Street from Guilford Transportation (also known as Boston and Maine Corporation) by using the power of eminent domain to clear very cloudy titles to the properties. The purposes of the acquisitions were to allow Tsunis Holding Inc. to expand the hotel, build a conference center, and develop sufficient parking. Tsunis Holding, Inc. purchased and had delivered to this site the structural steel intended for the construction of the expansion. Their plans were abruptly stopped when FDIC seized Amoskeag Bank, their source of financing. The site has since sat dormant providing outside storage to the piles of stockpiled structural steel, which were removed over the past year. There are no buildings on the property.

Lots A and B are comprised of fifteen smaller lots assembled by Guilford Transportation acquisitions over a number of years. Nine of the fifteen assembled parcels did not have heirs to claim ownership to the title so the ownership of those nine parcels escheated to the State of NH.

Tsunis Holding, Inc. bought these parcels directly from the State at the appraised fair market value. The Governor and Council imposed a reversionary clause in the deed that stated if Tsunis Holding, Inc. did not develop in five years the ownership reverted back to the State. The first five years was extended to a second five years, which expired in May of 2003.

Tsunis Holding, Inc. also bought a railroad “Permanent Grade Crossing Right and Easement” from Boston and Maine Corporation when it acquired Lots A and B from Guilford Transportation.

### III. WORK TASKS

The consultant’s responsibility will be to work with the Community Development Director, appropriate staff, to complete the required following tasks for the properties located at 35 East Street (Map P1 Block 7 Lot 6) in the Village of Penacook.

#### **TASK #1: ENVIRONMENTAL ASSESSMENT SERVICES & REPORT**

1. Obtain and Review Existing Documentation: The Consultant shall obtain and review existing documentation from all public and private sources which may be pertinent to the environmental conditions at both properties. Such documentation will include, at a minimum, City records from Assessing, Code Enforcement, Building, Planning, Engineering, and General Services Departments, as well as New Hampshire Department of Environmental Services and US Environmental Protection Agency.
2. Level I & Level II ESA: The Consultant will complete a Level I and Level II Environmental Site Assessment (ESA) of the subject properties in accordance with ASTM standards. The work to be performed for this task shall include:
  - A. Coordinate and review commercially available databases searches of selected state and Environmental Protection Agency (EPA) lists regarding the possible presence of petroleum products or other hazardous substances at the subject site or adjacent environs.
  - B. Contact officials of the City of Concord and New Hampshire Department of Environmental Services (NHDES) for updated information pertaining to

present and historical environmental conditions at the site and adjacent environs.

- C. Determine what, if any, environmental clean up activities may have occurred at the subject properties.
- D. Perform a site reconnaissance to update the observations of surficial and general environmental conditions at the subject properties and adjacent environs for evidence of past or present waste handling or storage activities that may pose a hazard to the environment. Qualified environmental professionals shall perform the site reconnaissance. Appropriate documentation including photographs shall be obtained and included in the report.
- E. Secure and analyze samples from existing ground water monitoring wells. Also, work with the City to determine if additional ground water monitoring wells should be installed. If determined necessary, the Consultant would identify the total quantity of wells required as well as locations to install wells. The Consultant will be responsible for installing such wells and taking samples thereof and obtaining laboratory results as required.
- F. Prepare a report summarizing the results of the updated assessment and provide professional opinion on the possible presence of, or potential for, hazardous wastes at the site. The report will include pertinent findings, photographs, and other necessary documentations.

## **TASK #2: HAZARDOUS BUILDING MATERIALS SURVEY**

1. Hazardous Materials Survey: The Consultant shall complete a comprehensive hazardous materials survey of all building and structures located at the subject properties. The survey shall include, but not be limited to, lead paint, asbestos, PCB contaminated materials, pigeon guano, and all other potential contaminants which shall require special handling and/or disposal during demolition activities. The objective of the survey will be to locate, identify, and estimate the quantities of hazardous materials as well as the cost of removing and disposing of said materials in accordance with applicable laws, rules, and regulations. The survey shall also include an opinion of cost to abate, remove, and dispose of identified hazardous materials. Cost estimates shall include unit rates and lump sum totals for each category of material identified.

Testing for hazardous materials shall be conducted in accordance with accepted practices and applicable New Hampshire Department of Environmental Services (NHDES) and United States Environmental Protection Agency (EPA) standards and regulations.

The Consultant shall prepare a summary report of its findings for use by the City. The summary report shall include a description of activities performed and provide estimates of quantities, types, and locations of asbestos containing materials (ACMs), lead paint, cooling units identified, and fixtures containing PCBs within the site building(s), as well as other hazardous materials which may be identified. The report shall include tabulated analytical results and necessary site sketches identifying asbestos and lead paint sample locations within the site buildings. A copy of the laboratory reports shall be submitted with the report. Recommendations for consideration by demolition contractors and for developing specifications will be included in the report.

### **TASK #3: DEMOLITION COST ESTIMATE**

The Consultant shall perform the following work tasks:

1. Visit the site for the purpose of performing a visual investigation of the condition of the structural components of the existing buildings located at 9 South Commercial Street to determine the extent of cost involved in demolishing buildings and structures at the premises, as well as capping or disconnecting public and private utilities associated therewith. Structural components that must be reviewed by the consultant shall include, but not be limited to, the foundations, masonry bearing walls, load bearing columns, slabs on grade, flooring systems, and roofing systems. The consultant shall provide a brief written report with comprehensive, detailed, itemized “opinion of cost” for the following activities. If necessary, the consultant shall discuss pricing with a qualified abatement and demolition contractor in an effort to get as realistic pricing as possible.
  - Demolition of all buildings and structures;
  - Environmental abatement (i.e. removal and disposal of asbestos contaminated materials, fluorescent light ballasts and bulbs which contain PCBs, and all other items identified within the building and onsite which will need to be addressed in order to facilitate demolition in accordance with Federal, State, and Local laws, regulations, rules, and ordinances);
  - Disconnection / capping of utilities;
  - Removal of all structural systems, including foundation walls and slabs.
  - Back filling of foundation holes to match existing grade using common fill per New Hampshire Department of Transportation Construction Specifications; and,
  - Estimated time frame to complete demolition.

**TASK #4: MISCELLANEOUS MEETINGS & TECHNICAL ASSISTANCE ALLOWANCE**

The Consultant shall include an allowance for attendance of meeting and on-going technical assistance as the City moves forward with clean up, demolition, or redevelopment of these properties.. At a minimum, the consultant should allocate at least twenty (20) hours for this task.

**TASK #5 ADD ALTERNATE: ENVIRONMENTAL ABATEMENT & DEMOLITION BID SPECIFICATIONS**

The City, at its option, may require the Consultant to prepare bid specifications, contractual documents, and bid package elements for abatement of hazardous materials for these properties. The specifications shall include, but not be limited to, provisions for removal of the following hazardous materials:

- asbestos containing materials
- lead paint
- electrical transformers which may contain PCBs
- cooling units potentially containing refrigerants
- underground storage tanks,
- contaminated soils, and
- other observed hazardous materials to be reported in the summary report.

Demolition specifications shall include provisions for securing of the property, disconnection / relocation of all utilities, dismantling and disposal of all buildings and structures (including foundation walls and slabs) and associated debris, back filling of foundations holes, grading, as well as stabilization of the premises to prevent erosion. .

The abatement and demolition specifications shall be based on generally accepted abatement / demolition procedures. The methods and means for the abatement work will not be dictated although the contractors will be required to comply with appropriate regulations relating to hazardous materials abatement and obtaining necessary permits and approvals for appropriate local, state, and federal agencies.

The Consultant will coordinate with the City to produce a format acceptable to the City for incorporation into the potential demolition and/or renovation specification. A bid specification package will be developed for soliciting bids from qualified abatement / demolition contractors by the City based upon the summary report. The bid package will be provided to the City for review prior to issuance of the bid package.

The RFP will not be issued for solicitation of bids until the City staff and City Council have reviewed the negotiated purchase prices and the cost to demolish the buildings and remediate the environmental contamination.

**IV: PROJECT SCHEDULE / DEADLINES**

Scheduling is extremely important for this project. Because the City is having appraisals prepared and will be negotiating the purchase of these properties subject to the cost of demolition and environmental remediation, the City wants to expedite the project schedule as much as possible so as it may proceed with negotiation as soon as possible. Therefore, Tasks 1 - 4 shall be delivered in accordance with the following schedule:

<b>TASK</b>	<b>TITLE</b>	<b>DUE DATE</b>
Task #1	Level I & II Environmental Site Assessments	60 Days after issuance of Notice to Proceed
Task #2	Hazardous Building Materials Surveys	60 Days after issuance of Notice to Proceed
Task #3	Demolition Estimates	60 Days after issuance of Notice to Proceed
Task #4	Miscellaneous Meeting Allowance	Note Applicable
Task #4	Add Alternate: Environmental Abatement & Demolition Bid Specifications	45 Days after written authorization to proceed to be issued after Tasks 1, 2, and 3 are completed.

**V. SUBMITTAL REQUIREMENTS**

Consultants responding to this Request for Proposals (RFP), in addition to other documentation and information as required herein, shall provide the following:

- 1) A summary understanding of the project.
- 2) A summary approach to tasks, including general methodology.
- 3) A summary of qualifications, including name of company (and all former names within last 10 years), and list of comparable projects that the firm has completed within the past 5 years.
- 4) Description of the project team, including the names and resumes of all principals as well as lead and support personnel. Provide an overview their experiences with comparable projects listed as required above and their current commitments.
- 5) Experience and Qualifications:
  - A. Describe the firm’s preparedness and capabilities to meet the expectations of this project’s primary objectives;

- B. List categories of work that your firm normally performs;
- C. Description of experience with similar project(s). Highlight experience that meets the minimum qualifications listed above. Please provide name, address, and telephone number of owner's project manager / representative for all comparable projects; and,
- D. Proposed sub-consultants and outside associates proposed for the project team, including responsibilities and resumes of lead personnel.

6) Fee Proposal: The fee proposal shall be broken down between the Nine South Commercial Street and Tsunis properties to include itemized and lump sum costs (see Proposal Sheet).

7) Required City Forms: The following City Forms must be submitted with the Proposal:

- a. Specifications Exception Form;
- b. Alternate Form W-9
- c. Indemnification Agreement

**The successful vendor will be required to submit, prior to contract signing, its Insurance Certificate, meeting the minimum required levels of coverage, that names the City as additional insured.**

## VI. GENERAL CONDITIONS:

The following general conditions shall apply to all responses to this RFP.

- 1) Local, State, and Federal Laws, Ordinances, and Regulations: The successful developer shall abide by all Federal, State, and Local rules, regulations, codes, ordinances, laws, during all phases of the project.
- 2) Federal, State, & Local Fees and Permits: Unless otherwise noted, the Contractor shall be responsible for securing all necessary Federal, State, and Local permits and fees associated therewith.
- 3) Unless otherwise noted, the contractor shall be responsible for the professional and technical accuracy and coordination of all specifications, cost, time estimates, and other work done by it or subcontractors and consultants hired by them. Exceptions or extensions to the submission deadline **will not** be permitted.

- 4) All work completed by the Contractor, and all Subcontractors, shall be completed in a professional, quality, workman like manner acceptable to the City or its designees.
- 5) All information and materials generated as a result of this RFP shall become the property of the City of Concord and may be used by the City at its discretion without obtaining the permission or consent of the development team and at no additional cost to the City.
- 6) Offerers must attend a **mandatory** pre-proposal meeting to be held by the City on **August 16 at 2:00 PM** at City Hall, 2<sup>nd</sup> Floor Conference Room, 41 Green Street, Concord, NH 03301. Those who want to tour the sites automatically release the City from any liability or damages that may occur as a result of touring the properties.
- 7) Any and all questions must be submitted in writing, via fax or email, to the City Purchasing Agent. City staff will collect questions and provide written responses in the form of addenda to all Contractors of record. Responses to questions will be issued at the City's earliest convenience. The deadline for submitting questions is **2:00 PM, August 23, 2006**. Questions received after the deadline will not be answered. All questions may be directed to:

Douglas B. Ross  
Purchasing Agent  
41 Green Street  
Concord, NH 03301  
Phone: (603) 225-8530  
Fax: (603) 230-3656  
Email: [dross@onconcord.com](mailto:dross@onconcord.com)

- 8) Expenses incurred for the development and submission of responses to this RFP shall be borne by respondents. Expenses shall not be chargeable to, or reimbursed by, the City of Concord.
- 9) The City retains the right to negotiate terms of the final contract with the respondent of its choosing, as determined through the selection process as outlined in this RFP.

Proposals received after the deadline for submission will be returned unopened to the offerer. Proposals received by facsimile or other form of electronic transmission will not be accepted

**Task # 1: Level I & Level II Environmental Site Assessment**

#1 A: # 9 Commercial Street (former Agway Property)	1	Lump Sum	N/A	\$ _____
# 1B: Tunis Property / NHDOT Escheated Rights	1	Lump Sum	N/A	\$ _____

*Notes: Consultant should include installation of up to 10 monitoring wells, up to 2 rounds of groundwater sampling, up to 10 soil borings and associated sampling, and providing 10 complete copies of combined Level I & II report for both properties in lump sum proposal for each property.*

*Task 1 Add Alternates (if required)*

Installation of Additional Monitoring Wells	1	Per Day of Drilling	\$ _____	\$ _____
Additional Sampling Round for Monitoring Wells	1	Per Monitoring Well	\$ _____	\$ _____
Additional Soil Borings	1	Per Day of Drilling	\$ _____	\$ _____
Additional Soil Sampling	1	Per Boring	\$ _____	\$ _____

**Task # 2: Hazardous Building Materials Survey**

# 2A: # 9 Commercial Street (former Agway Property)	1	Lump Sum	N/A	\$ _____
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*Notes: Consultant should include installation of up to 30 asbestos samples and 30 lead paint samples in lump sum proposal for said property.*

*Task 2 Add Alternates (if required)*

Additional Asbestos Samples	N/A	Per Sample	\$ _____ / Sample	\$ Not Applicable
Additional Lead Paint Samples	N/A	Per Sample	\$ _____ / Sample	\$ Not Applicable

**Task # 3: Demolition & Environmental Cleanup Estimate**

# 3A: 9 Commercial Street (Former Agway)	N/A	Lump Sum	N/A	\$ _____
# 3B : Tunis Property / NHDOT Escheated Rights	N/A	Lump Sum	N/A	\$ _____

**Task # 4: Add Alternate: Miscellaneous Meetings & Technical Assistance**

20	Hours	\$ _____ / HR	\$ _____
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**Task # 5: Add Alternate: Environmental Abatement & Demolition Bid Specifications**

# 3A: 9 Commercial Street (Former Agway)	N/A	Lump Sum	N/A	\$ _____
# 3B : Tunis Property / NHDOT Escheated Rights	N/A	Lump Sum	N/A	\$ _____

<b>Total Bid (Tasks 1, 2, 3 ONLY)</b>				\$ _____
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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: \_\_\_\_\_

PAYMENT TERMS AND CONDITIONS: \_\_\_\_\_

LENGTH OF WARRANTY PERIOD: \_\_\_\_\_

WARRANTY COVERAGE, i.e. Parts, Labor, Travel: \_\_\_\_\_

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](mailto:dross@onconcord.com)

**Due Date/Time: August 30, 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:

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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

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 of Concord Finance Department 41 Green Street Concord NH 03301
City, state, and ZIP code	
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).

<b>Social Security number –</b>	<b>Employer identification number –</b>
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**Part II** Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number, and
- 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
- 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.

<b>Sign Here</b>	Signature of U.S. Person	Date:
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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.

**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  
RFP15-07  
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 \$1,000,000  
 Follow Form Umbrella on ALL requested Coverage

**Other**

- |   |             |
|---|-------------|
| <input type="checkbox"/> 1. Professional/Errors & Omissions     | \$1,000,000 |
| <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"/> 4. Riggers Liability                   | 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. RFP15-07

PROJECT: Environmental Site Assessment, Hazardous Building Materials Survey and Demolition Estimating Services for Nine South Commercial Street LLC (Former Agway), Tsunis Holdings Inc. (Holiday Inn) and NHDOT Escheated Rights Properties

CITY CONTRACT NO.: RFP15-07

CONTRACT FOR: Environmental Site Assessment, Hazardous Building Materials Survey and Demolition Estimating Services for Nine South Commercial Street LLC (Former Agway), Tsunis Holdings Inc. (Holiday Inn) and NHDOT Escheated Rights Properties

You are notified that your Proposal received and opened on August 30, 2006 for the above Contract has been considered and accepted for you to provide the environmental site assessment, hazardous building materials survey and demolition estimating services for Nine South Commercial Street LLC (former Agway), Tsunis Holdings Inc. (Holiday Inn) and NHDOT Escheated Rights Properties. All terms, conditions, specifications and prices shall be in accordance with the **CITY'S** Request for Proposals (RFP15-07) and the **FIRM'S** proposal response.

The Contract Price of your contract is not to exceed

\_\_\_\_\_ 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 naming the **CITY** as an additional insured.

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 days after you comply with those 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 COMMUNITY DEVELOPMENT DEPARTMENT, BUSINESS  
DEVELOPMENT 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 “**FIRM**”.

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

1. The **FIRM** will commence and provide the environmental site assessment, hazardous building materials survey and demolition estimating services for Nine South Commercial Street LLC (Former Agway), Tsunis Holdings Inc. (Holiday Inn) and NHDOT Escheated Rights Properties. All terms, conditions, specifications and prices shall be in accordance with RFP15-07 and the **FIRM’S** proposal response opened on August 30, 2006.
2. The **FIRM** will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the services required and detailed by RFP15-07..
3. The **FIRM** will commence the work required by the **CONTRACT DOCUMENTS** within ten (10) calendar days of the date of the **NOTICE TO PROCEED**. Completion time for the project will be not longer than sixty (60) calendar days thereafter.
4. The **FIRM** agrees to perform all of the **WORK** 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 **FIRM**. The contract price shall be:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

5. The term “**CONTRACT DOCUMENTS**” means and includes the following:
  - (A) REQUEST FOR PROPOSALS RFP15-07
  - (B) RFP15-07 PROPOSAL RESPONSE DATED
  - (C) CITY OF CONCORD REQUIRED CONTRACT FORMS
    1. SPECIFICATIONS EXCEPTION FORM
    2. ALTERNATE FORM W-9

- 3. INDEMNIFICATION AGREEMENT
- 4. INSURANCE CERTIFICATE
- (F) LETTER OF AWARD DATED \_\_\_\_\_
- (D) NOTICE OF AWARD DATED \_\_\_\_\_
- (E) AGREEMENT
- (F) NOTICE TO PROCEED
- (G) PURCHASE ORDER
- (H) ADDENDA NO. \_\_\_\_\_ DATED \_\_\_\_\_

- 6. The **CITY** will pay the **FIRM** in the manner and at such times as set forth in the General Terms and Conditions such amounts as required by the **CONTRACT DOCUMENTS**.
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, Executors, administrators, successors and assigns.

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

**CITY:**  
CONCORD, NEW HAMPSHIRE

BY \_\_\_\_\_

Name/Title: Douglas B. Ross, Purchasing Agent

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**FIRM:**

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

(Please Type)

Address \_\_\_\_\_

\_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_

(Please Type)

\_\_\_\_\_

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY PROJECT NO. RFP15-07

PROJECT: Environmental Site Assessment, Hazardous Building Materials Survey and Demolition Estimating Services for Nine South Commercial Street LLC (Former Agway), Tsunis Holdings Inc. (Holiday Inn) and NHDOT Escheated Rights Properties

CITY CONTRACT NO.: RFP15-07

CONTRACT FOR: Environmental Site Assessment, Hazardous Building Materials Survey and Demolition Estimating Services for Nine South Commercial Street LLC (Former Agway), Tsunis Holdings Inc. (Holiday Inn) and NHDOT Escheated Rights Properties

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(Name of Firm)

You are notified that the Contract Time under the above contract will commence to run within ten (10) calendar days of the date of this Notice to Proceed. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of completion for this contract shall be no later than Sixty (60) calendar days thereafter.

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

1. Certificates of insurance, naming the CITY as additional insured, which you are required to purchase and maintain in accordance with the Contract Documents.

CITY OF CONCORD, NEW HAMPSHIRE  
(CITY)

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(AUTHORIZED SIGNATURE)

PURCHASING AGENT  
(TITLE)

Copy to COMMUNITY DEVELOPMENT DEPARTMENT, BUSINESS  
DEVELOPMENT DIVISION

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: RFP15-07

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 (RFP15-07) 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)