



CITY OF LEBANON
DEPARTMENT OF PUBLIC WORKS

193 Dartmouth College Highway
Lebanon, NH 03766

REQUEST FOR PROPOSALS
2012 Pavement Markings

1. **General:**

The City of Lebanon, New Hampshire (hereafter referred to as the CITY) is seeking the services of a Pavement Marking Company (hereafter referred to as the CONTRACTOR) lawfully engaged in the practice of these services in New Hampshire for installation of pavement markings. Interested CONTRACTOR should respond to this request on or before the time due for submission.

Following the receipt of the proposals, City staff shall evaluate the proposals and review for selection.

Emphasis in selecting a CONTRACTOR shall be placed on the CONTRACTOR's ability to complete the work in the time frame requested.

2. **Statement Submission:**

In order to be considered responsive, proposals must be submitted to Mr. Earl LaBonte, Lebanon Public Works, Maintenance Services Manager, 193 Dartmouth College Highway, Lebanon, New Hampshire, 03766, telephone (603) 448-3112.

Proposals must be received no later than 2:00 PM on Tuesday, April 3, 2012 to be eligible for consideration by the City. Proposals shall be submitted in a sealed envelope, which is clearly marked "**2012 Pavement Markings**".

3. **Guidelines for Prospective CONTRACTOR:**

It is the policy of the CITY that Contracts be awarded only to responsible CONTRACTORS. In order to qualify as responsible, a prospective CONTRACTOR must meet the following standards as they relate to this request:

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

- b. Have the necessary experience, organization, technical and professional qualifications, skills, equipment and facilities;
- c. Be able to comply with the proposed or required time of completion or performance schedule;
- d. Have a satisfactory record of performance and documented successful completion of similar projects.

4. Timetable:

Proposals: Due 2:00 PM on Tuesday, April 3, 2012
Selection: On or about April 18, 2012
Work Schedule: Pavement markings will be completed prior to May 27, 2012.

5. Limitations:

This Request for Proposals 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 Request for Proposals, if in the best interest of the CITY to do so.

6. Revisions to the Request for Proposals:

Any questions or inquiries must be submitted in writing and must be received by the Maintenance Services Manager no later than seven (7) calendar days before the proposal date in order to be considered. Any changes to the work scope will be provided to all CONTRACTORS of record.

Sections 7 through 15 are shown for the information of the proposed CONTRACTOR, and will be part of the Terms and Conditions governing the Contract.

7. Insurance:

Per the attached sheet (please refer to page 7).

8. Contract Award:

Any Contract entered into by the CITY shall be in response to the proposal and subsequent discussions. The award shall be based on adequate financial resources for performance, or ability to obtain such resources, possession of the necessary experience, organization, technical and professional qualifications, skills, equipment and facilities, ability to comply with proposed or required time of completion or performance, possession of a satisfactory record of performance and cost. ***The Contract shall be a Not to Exceed without prior written approval.***

9. Modifications After Award:

The CITY reserves the right to incorporate quantity modifications which may be required. The CONTRACTOR will incorporate these changes at no additional fee cost, but may protest such action and not be bound by any such request if he can prove that the timing or extent of the modification implies a major effort on his part.

10. Payment Schedule:

Invoices are due in duplicate and payable monthly by the third Friday of the following month. Invoices are to be for the actual dollar value of the services provided.

Unless otherwise stated, payment will be net thirty (30) days after the receipt of a correct invoice for reasonable work allocable to the contract or after date of acceptance of work that meets contract requirements.

11. Arbitration:

Any controversy arising out of or relating to this Contract or the breach thereof shall be settled by arbitration. The parties shall select an arbitrator. The arbitrator shall adopt appropriate arbitration rules similar to the American Arbitration Association or any other arbitration procedure. The place of arbitration shall be in Lebanon, New Hampshire. The arbitration hearing shall be held within thirty (30) days after the notice of arbitration is delivered by one party to the other party. In the event the parties are unable to agree on the arbitrator then application can be made to the Grafton County Superior Court under RSA Chapter 542. The arbitrator shall also have the power to determine the interpretation of any provision of the Contract contained herein.

12. Termination of Contract by the City:

In the event the CONTRACTOR shall fail to perform as required under this Contract, the CITY shall then give notice to the CONTRACTOR in writing describing the default, the action to cure the default and the time within which the default is to be cured. If the CONTRACTOR does not cure the default within the time prescribed by the CITY, then the CITY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR of the termination and specifying the effective date. In the event of the termination, all finished or unfinished documents, data, programs and reports prepared by the CONTRACTOR shall, at the option of the CITY, become its property. If the contract is terminated by the CITY, the CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the services covered by the Contract, less payments previously made and less payments made by the CITY to another contractor to complete the Contract.

13. Termination for Convenience of the CITY:

The CITY may terminate the Contract at any time by giving written notice to the CONTRACTOR 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 documents and materials, at the option of the CITY become its property. If the Contract is terminated by the CITY as provided herein, the CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the services covered by the Contract, less payments previously made by the CITY.

14. Indemnification:

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and its agents or employees, from and against all claims, damages, losses, expenses, actions or liabilities of every kind or character, either direct or indirect, at law or in equity, including but not limited to attorney's fees, arising out of or resulting from the performance of this Contract, regardless of negligence. None of the foregoing provisions shall deprive the CITY of any action, right or remedy otherwise available to it under law. In the event that the CONTRACTOR is requested but refuses to honor the indemnity obligations hereunder, then the CONTRACTOR shall, in addition to all other obligations, pay to the CITY the cost of bringing any action at law or in equity, including but not limited to attorney's fees, to enforce this indemnity.

The CONTRACTOR's obligation to indemnify as provided herein shall survive the termination or expiration of this Contract, and said obligation of indemnification shall not be limited or diminished by the presence or absence of insurance required hereunder, or otherwise.

15. Contract:

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

16. Project Timetable:

Work shall be completed prior to Memorial Day. Projected work schedule to be provided with submission.

17. Scope of Services:

It is recommended a site visit be made. The City will not provide traffic control; traffic

control should be included in the proposal given. This should be taken into consideration when submitting.

All markings must meet **NH State Specifications**. Handicapped Symbols will be a blue painted square with a white border and white symbol, and priced as a single complete item. Arrow pricing is per arrow shaft not head.

The City requests a proposal option for the installation of Speed Table markings. This item should be proposed with the option of award being either paint or Thermoplastic.

The City hereby notes that seventeen (17) specific crosswalks have been identified as Priority Crosswalks in the Comprehensive Travel Plans for three Lebanon elementary schools and have been approved for reimbursement through the NH Department of Transportation's Safe Routes to School program. These seventeen (17) Priority Crosswalks shall be repainted using Thermoplastic material and the pricing proposal for "Crosswalks Thermoplastic" on the form below shall be used to determine billing and reimbursement amounts by the City for these Priority Crosswalks. This line item must be tracked on your work sheets and be a separate line item on the billing invoice.

18. Preparation of Proposals:

Proposals shall be submitted on the forms provided and must be signed by the CONTRACTOR or his authorized representative.

CONTRACTOR must provide a proposal on all items appearing on the proposal form unless specific directions in the advertisement or on the proposal form allow for partial bids. Failure to include on all items may disqualify the proposal.

Unless otherwise stated in the proposal, prices identified shall remain in effect for a period of thirty (30) days after the date and initial time for receipt of proposals.

2012 Pavement Markings

Proposal Form

Estimated Quantity	Item Description	Unit Price	Total Price
10,000 lf	Crosswalks: Painted	_____	_____
	Long Lines (4" Centerline / 4" Edge line)		
400,000 lf	Long Lines: Painted Center Line	_____	_____
80,000 lf	Long Lines: Painted Edge lines	_____	_____
32,220 lf	Long Lines: Painted Broken Lane	_____	_____
	Stop Bars: (12" Wide)		
3,200 lf	Stop Bars: Painted	_____	_____
26 ea	Arrow: Painted	_____	_____
150 ea	Arrow: Thermoplastic	_____	_____
16 ea	"ONLY" Legend (all letters Thermoplastic)	_____	_____
36 ea	"ONLY" Legend (all letters Paint)	_____	_____
30 ea	Handicapped Symbol: Paint - Blue/White	_____	_____
850 ea	Parking Stalls: White Paint	_____	_____
10 ea	Sets of Speed Table Markings	_____	_____
4,000 lf	Crosswalks Thermoplastic	_____	_____
1,250 lf	Priority Crosswalks Thermoplastic	_____	_____

Proposal Submitted By: _____

Proposal Submission Deadline:

Company:

Tuesday; April 3, 2012 by 2:00 PM

Contact:

Address:

Phone / Fax #'s:

CERTIFICATE OF INSURANCE

ISSUE DATE(MM/DD/YY)

Producer:

COMPANIES AFFORDING COVERAGE

- (A)
- (B)
- (C)
- (D)
- (E)

Insured:

COVERAGES:

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE (MM/DD/YY)	POLICY EXPIRATION (MM/DD/YY)	LIMITS
	Commercial General Liability				\$500,000 each person \$2,000,000 aggregate \$1,000,000 Project aggregate
	Comprehensive Automobile Liability				\$500,000 each person \$500,000 each occurrence
	Umbrella or Excess Liability				\$1,000,000 Aggregate
	Workers' Compensation and Employers Liability				Statutory

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

CERTIFICATE HOLDER NAMED AS A NAMED INSURED:

City of Lebanon
51 North Park Street
Lebanon, NH 03766

CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left.

AUTHORIZED REPRESENTATIVE:

Note: The expiration date of the policy should be after the completion of the project or event, as applicable. Note: Thirty (30) day cancellation notice required