



**REQUEST FOR PROPOSAL**

**RFP No. 2025-01**

**MALCOLM ROTCH TENNIS COURTS  
CRACK SEALING AND RESURFACING**

**Due Friday , January 24, 2025**  
**No later than 10:00 am**

**Deliver to:**  
**Department of Public Works**  
**289 South Street**  
**Milford, NH 03110**  
**Attn: Leo Lessard, Public Works Director**

**Tel.: 603-249-0685**  
**Fax: 603-673-2273**

**[llessard@milford.nh.gov](mailto:llessard@milford.nh.gov)**

**[www.milford.nh.gov](http://www.milford.nh.gov)**

The Town of Milford, NH, is inviting qualified companies to submit bids for the crack sealing and resurfacing of the Malcolm Rotch Tennis Courts. Sealed bids will be accepted at the Department of Public Works, located at 289 South Street, Milford, NH 03110, until 10:00 AM on **Friday January 24, 2025**. At that time, all bids will be publicly opened and read.

The Bid shall be submitted in a sealed envelope, address to the Town of Milford NH, Department of Public Works and clearly marked in the lower left-hand corner “TOM 2025-01 Malcolm Rotch Tennis Courts Crack Sealing and Resurfacing Project”.

The Bid document will be available at the Department of Public Works at the above address, as well as online on the town web site, [www.milford.nh.gov](http://www.milford.nh.gov) beginning on January 6, 2025.

All questions or requests for clarification regarding the Bid must be received in writing, via email, to [llessard@milford.nh.gov](mailto:llessard@milford.nh.gov) by **Tuesday January 21, 2025**. Answers to all questions received will be published in an addendum on [www.milford.nh.gov](http://www.milford.nh.gov) no later than **January 23, 2025**.

The Town of Milford reserves the right to accept or reject any or all Bids or any part thereof, and to waive any minor informalities as it deems to be in the best interest of the Town. The Town reserves the right to conduct reasonable negotiations with low bidders and sole bidders. The Town also reserves the right to cancel the award because of non-performance by winning bidder related to any of the terms, conditions, and specifications identified in the Bid. Failure to submit all information may declare a Bid as non-responsive and subject to disqualification.

***Please note that this bid will not be awarded until after March 11, 2025. Funding for the project is contingent upon the approval of the 2025 Town budget during the Town Vote on March 11, 2025. Bidders must ensure that their bid amounts remain valid beyond this date.***

## **SCOPE OF WORK**

The Town of Milford Public Works Department, hereinafter referred to as "the Owner," is seeking bids from qualified professional tennis court contractors for crack sealing and resurfacing of the four tennis courts located at Keys Park, 41 Elm Street, Milford, NH. The Owner expects the following scope of work:

1. **Preparation:** Sand, scrape, and power wash the entire court surface to remove dirt, stains, debris, mildew, and loose materials. Rout and blow clean all structural cracks (approximately 1,100 feet) with compressed air, then fill each crack to its full depth with acrylic patch binder. Follow this with the RITEWAY TRUBOUNCE CRACK REPAIR SYSTEM on all cracks, feathering and sanding to ensure evenness with the adjacent court surface. Total repaired areas will receive three (3) coats of Premier Sports Resurface in black, applied according to the manufacturer's instructions and recommendations, to fill surface voids and act as a prime coat for the color system.
2. **Net Anchors:** Remove all post and center strap net anchors and furnish and install new center strap net anchors.
3. **Larger Cracks:** For larger cracks, overlay with a manufactured crack repair system in accordance with the manufacturer's instructions.
4. **Resurfacing:** Install three (3) coats of Premier Sports Resurface in black according to the manufacturer's instructions and recommendations, filling surface voids and serving as a prime coat for the color system.
5. **Tennis Lines:** Apply four (4) sets of hand-painted regulation tennis lines using white textured Premier Sports-Line paint.
6. **Pickleball and Tennis Lines:** Courts 3 & 4 will receive both pickleball and tennis court lines in a color family matching the 78' court. The pickleball lines and blended tennis lines should both be in a color in the same family as the main part of the court, but different from each other. Colors to be determined before project begins with textured Premier Sports-Line paint of a color recommended by Public Works Director. The contractor shall provide and install regulation playing lines using WHITE TEXTURED PREMIER SPORTS-LINE paint in accordance with the Rules of Tennis.
7. **Line Installation:** Lines shall be installed using masking tape that is primed to seal the edges and minimize bleed under the tape. All lines must be crisp and straight; fuzzy lines will not be accepted. All playing lines will be installed with textured line paint using brush or roller methods, not sprayed.
8. **Blended Playing Lines:** The contractor shall provide and install blended playing lines for 10-and-Under tennis on courts 1 & 2, following USTA recommendations for installation.

9. **Net Posts:** Install two tennis net posts on each court according to USTA guidelines (see attached drawing).
10. **Cleanup:** The contractor will remove all materials, equipment, barrels, etc., from the site and restore the area to an acceptable condition.

The texture coat must contain an appropriate amount of sand to ensure durability. The top coat should contain the proper pigment for a long-lasting and attractive surface. All materials must be manufactured by California Sports Surfaces.

Texture coat to contain the proper amount of sand to provide a tough wearing base. Top coat to contain proper amount of pigment to give a long lasting and attractive surface.  
Material manufactured by California Sports Surfaces.

All applicators shall be properly licensed and experienced. The contractor shall contact the Public Works Director at (603) 249-0685 forty-eight (48) hours prior to any application. Pre-notifications and posting will be performed in accordance with applicable regulations and manufactures label. Applications shall be made by proper equipment so as to minimize damage to the surrounding areas and fence.

## **GENERAL REQUIREMENTS**

### **FAMILIARITY WITH THE WORK**

Each bidder is considered to have examined the work to fully acquaint themselves with the exact existing conditions relating to the work and has fully informed themselves as to the work involved and the difficulties and restrictions attending the performance of this Bid. Failure to do so will not relieve a bidder of their obligation to furnish all aspects of the work as specified herein for the consideration set forth in this Bid. The submission of a Bid will be considered as conclusive evidence that the bidder has made such examination.

### **CARE AND PROTECTION OF PROPERTY**

The Contractor shall take particular care to avoid damages to all private and public property. They shall make good any damages to the satisfaction of the Town. There shall be no additional compensation for the repair or restoration of private or public property improvements.

The contractor will provide adequate signage for the work area included but not limited to closing the courts, and notifying the public of wet surfaces.

### **COMPLIANCE WITH FEDERAL, STATE AND LOCAL CODES**

The Contractor shall be responsible for full compliance with any Federal, State and/or Local codes, laws, regulations and standards of the USTA details as applicable.

**INSURANCE**

The Contractor shall be responsible for maintaining insurance coverage in force for the life of the contract. The Contractor at his own cost and expense shall procure and maintain all insurance required.

The Contractor shall provide Owner with Certificates of Insurance that lists the Town of Milford as an additional insured for coverages below and all endorsements affecting coverage required by the Contract within ten (10) calendar days after the Owner issues the Notice of Award. The Certificate of Insurance shall be signed by an authorized representative of the insurance company and providing that the insurer shall give the Owner written notice at least thirty (10) days in advance of any termination, expiration, or any and all change in coverage. These shall include general liability, vehicle, pollution, liability, workers comprehensive liability and property damage.

Contractor's Public Liability and Property Damage Insurance – The Contractor shall procure Comprehensive General Liability Insurance in an amount not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate on Combined Single Limit basis (Bodily Injury and Property Damage).

Vehicle Liability Insurance – The Contractor shall procure Vehicle Liability Insurance for all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 for each accident, on a Combined Single Limit basis.

**WORK IN INCLEMENT WEATHER**

During storm or inclement weather no work shall be performed.

**WORKING HOURS**

The Contractor shall comply with all local ordinances including noise ordinances pertaining to work. All work shall be performed on Monday through Friday between 7:00 AM and 5:00 PM prevailing time, except legal holidays.

**SCHEDULE OF WORK**

The timeframe for completing the Malcolm Rotch Tennis Courts Crack Sealing and Resurfacing Project is anticipated for the spring of 2025.

The Owner fully recognizes that weather will have a significant impact on the proposed schedule. As such, the contractor must fully understand and by submission of your Bid agrees to the intent of this schedule. When weather delays are encountered, and the proposed schedule is altered, the contractor agrees that the Owner will be promptly notified and an amicable rescheduling will be established.

The Contractor shall also be aware that special circumstances may arise due to court use/events such that the schedule may need modification. In submitting a Bid, the contractor agrees to work with the Owner such that accommodations are made.

**SITE INSPECTION**

Each potential bidder shall inspect the site to determine for themselves the nature of the work required. Failure of any contractor to inspect any or all sites shall not exempt the contractor from fulfilling all the terms of this contract should they be awarded the bid.

**QUALITY ASSURANCE**

The Owner reserves the right to inspect and require samples of material being applied. Samples may be tested by the Owner for quality assurance. Should at anytime a tested sample result indicate that the products applied fail to meet the required specification the Owner shall withhold payment for those services affected until such time that the contractor has remedied the condition to the satisfaction of the Owner, at no additional charge to the Owner.

**DISQUALIFICATION**

Awards will not be made to any person, firm or company in default of a contract with the Town.

**SAFETY DATA SHEET (Right to know)**

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

**PATENT PROTECTION**

The seller agrees to indemnify and defend the Town of Milford from all claims and losses resulting from the alleged and actual patent infringements and further agrees to hold the Town of Milford harmless from any liability arising under RSA 382-A, 2-313  
(3). (Uniform Commercial Code)

**ASSIGNMENT PROVISION**

The contractor/vendor hereby agrees that it will assign to the Town of Milford all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combination or contracts in restraint of trade which affect the price goals or services obtained by the Town under this contract if so, requested by the Town.

## **EQUIPMENT AND OPERATION**

The contractor shall utilize only commercial grade equipment for this work. The contractor shall provide an acceptable amount of personnel for each day of operation in order to meet the desired schedule. Contractor will be held responsible for all repairs to areas damaged by contractor's equipment and/or operation.

## **THE BIDS**

When identical low Bids are received, with respect to price, delivery and quality, the award may be made that is deemed to be in the best interest of the Town. When a tie Bid exists between a local and out-of-town bidder, preference will be given to the local bidder. Any bidder having a local agent who is a bona fide resident of the Town is considered a local bidder.

## **AWARD OF CONTRACT**

The Contract may be awarded to the lowest responsible bidder (net total amount) as soon as approved and awarded by Town Board of Selectmen after Bid opening. The Town of Milford reserves the right to waive any formality in Bids submitted and the right to reject any or all Bids at its discretion and to accept the Bid, which will be in the best interest of the Town. **The proposed project completion date is an important part of the project bid award.**

In case of error in the extension of prices, the unit prices Bid 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.

## **PAYMENT**

Payment for services will be made after 30 days of receipt of an approved invoice.

## **TAX**

The Town is exempt from all sales and Federal Excise Taxes. Exemption certificates will be furnished upon request, covering taxable items. Please bill less these taxes.

## **SEVERABILITY**

If any of the GENERAL 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 CONDITIONS.

## **DEFINITIONS**

Bid shall also mean proposal, offer, qualification/experience statements, and services. Bidders shall also mean vendors, offerers, or any person or firm responding to a request for bids.

**GOVERNING LAW**

All contracts entered into by the Town of Milford shall be governed by the Laws of the State of New Hampshire.

**APPROPRIATE CLAUSE**

This Contract may be subject to the annual appropriation of sufficient funds at the Budgetary Town Meeting to cover the said annual payment(s) when due. Should the annual appropriation by vote at Budgetary Town Meeting not be approved, this Contract shall become null and void, and the vehicles and/or equipment, etc. purchased shall be returned to the financing institution and furthermore, the Town shall have no further obligation in the Contract. The Contract will be underwritten for a specified period of time.

**REFERENCES**

Bidders are required to submit a list of references along with a list of equipment and personnel that is planned to be used for this contract. References shall be included with the submitted Bid. The Owner is seeking Bids from firms that have experience with municipal and school tennis and court resurfacing projects and/or large projects similar in size and scope to the work outlined in this Bid. The Owner reserves the right to reject any Bid that does not have sufficient experience/equipment as the Owner deems appropriate.



**BID FORM**

ITEM #	DESCRIPTION	UNIT PRICE	QUANTITY	TOTAL (Unit Price x Quantity)
1.	Malcolm Rotch Tennis Courts (4) Crack Sealing & Resurfacing	\$ _____	1 Unit	\$ _____
TOTAL COST				\$ _____

The above price includes all work, mobilization, insurance and incidentals for performing all work as listed in the specifications.

The Total will be used for comparison of Bids; however, it is expressly understood that the actual cost will depend on work completed. The Owner reserves the right to accept or reject any or all Bids and to waive minor informalities as it deems to be in the best interest of the Town.

**Proposed completion date:** July 25, 2025

Bidder agrees to hold the Bid open for 30 days.

Date: \_\_\_\_\_ seal (if corporation)

Signature: \_\_\_\_\_  
(owner/proprietor/authorized representative)

Name & Title (print): \_\_\_\_\_

Business Name (print): \_\_\_\_\_

Business Address (print): \_\_\_\_\_

\_\_\_\_\_

Contact Phone #: \_\_\_\_\_

**BID FORM, continued****REFERENCES**

**The Bidder is required to fill out the following form to enable the Town to make inquiries and judgment as to the Bidder's experience, skill, and business standing. The completed reference sheet is to be included with submission of the Bid form.**

A. Number of years the Bidder has been in business: \_\_\_\_\_

B. List three (3) projects similar in nature to the project described herein that the Bidder has completed along with the approximate annual cost. Include the name, address and telephone number of a reference for each project.

1. Project/Location: \_\_\_\_\_ Annual Cost: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_

2. Project/Location: \_\_\_\_\_ Annual Cost: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_

3. Project/Location: \_\_\_\_\_ Annual Cost: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_

C. List all manufacturer's product information that will be used for this project:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BID FORM, continued**

**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 Town of Milford to ferret out information concerning the materials which you intend to furnish.

If your Bid does not meet all our specifications, you must state it in the space provided below:

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Bids on equipment, vehicles, computers, supplies, services and materials not meeting specifications may be considered by the Town, however, all deviations must be listed above.

If your Bid does not meet our specifications, and your exceptions are not listed above, the Town of Milford may claim forfeiture on your Bid, if submitted.

Signed \_\_\_\_\_

**I DO** meet specifications

Signed \_\_\_\_\_

**I DO NOT** meet specifications as listed in this Bid; exceptions are in the space provided.

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

**BID FORM, continued****NON-COLLUSION STATEMENT**

The Undersigned certifies under penalties of perjury that this Bid in all respects is bonafide, fair and made without collusion or fraud with any other person. As used in this paragraph, the "PERSON" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Title \_\_\_\_\_

Signature \_\_\_\_\_

Company \_\_\_\_\_

**INDEMNIFICATION AGREEMENT**

The successful vendor agrees to indemnify, investigate, protect, defend and save harmless the Town of Milford , NH, it's 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, equipment 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 vendor in the performance of this contract. In any case, the forgoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

Company \_\_\_\_\_

Taxpayer ID Number \_\_\_\_\_

Authorized Signature and Date \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

E-Mail \_\_\_\_\_

**How did you learn about this bid?** \_\_\_\_\_



























































































