

B10-10

City of Concord, New Hampshire

Purchasing Division

CONTRACT ONE

SNOW PLOWING AND REMOVAL, SALTING, SANDING,
SWEEPING MUNICIPAL PARKING LOTS

- PRINCE STREET PARKING LOT
- STORRS STREET PARKING LOT
- POLICE DEPARTMENT, CITY HALL & LIBRARY PARKING LOTS
- PRINCE STREET
- THEATRE STREET PARKING LOT
- MCKEE SQUARE PARKING LOT
- PENACOOK SQUARE PARKING LOT

CONTRACT TWO

SNOW PLOWING, SNOW AND ICE REMOVAL, SANDING AND SWEEPING

- MUNICIPAL PARKING GARAGES

Prepared for, and in coordination with the

**POLICE DEPARTMENT
PARKING ENFORCEMENT DIVISION**

Contract
Bid Documents
Specifications

Firm: _____

BID DUE DATE/TIME: SEPTEMBER 25, 2009 NOT LATER THAN 2:00 PM

City of Concord, New Hampshire

PURCHASING DIVISION

311 NORTH STATE STREET
CONCORD, NH 03301
(603) 225-8530 FAX: (603) 230-3656
www.onconcord.com

INVITATION FOR BIDS

The Purchasing Division, located at the Combined Operations & Maintenance Facility, 311 North State Street, Concord, New Hampshire 03301, will receive sealed Bids for:

**"B10-10,
CONTRACT ONE: SNOW PLOWING AND REMOVAL, SALTING, SANDING AND SWEEPING
MUNICIPAL PARKING LOTS;**

AND

**CONTRACT TWO: SNOW PLOWING, SNOW AND ICE REMOVAL, SANDING AND
SWEEPING MUNICIPAL PARKING GARAGES"**

until **2:00 PM on September 25, 2009** at which time and place they will be opened and publicly read. The sealed envelope should be plainly marked:

**"B10-10
SNOW PLOWING/REMOVAL CONTRACTS ONE AND TWO, "**

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

Each bid shall be accompanied by a certified check, cash check drawn by a New Hampshire bank, letter of credit or bid bond for and subject to the conditions provided in the Instructions to Bidders. The amount of such bid deposit shall be **\$400.00** made payable to the City of Concord, New Hampshire.

The successful bidder will be required to furnish a Performance Bond and Payment Bond in the amount of **\$4,000.00**.

Complete copies of B10-10 may be obtained from the Purchasing Division, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 (603) 225-8530 or on-line at www.onconcord.com/Purchasing.

The City reserves the right to reject any or all bids or any part thereof, to waive any part thereof, to waive any formality, informality, information and/or errors in the bidding, to accept the bid considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

Failure to submit all information as detailed on the Bid Submission Checklist and/or submission of an unbalanced bid are sufficient reasons to declare a bid as non-responsive and subject to disqualification.

All bids are advertised, at the City's discretion, in various publications and are posted publicly as detailed below:

| Name | Advertising Medium | Address | Phone/Fax | Email and Web Address |
|--|---|--|---------------------------------------|--|
| City of Concord, NH | Posted on City Website and in City Hall Lobby | 41 Green Street, Concord NH 033301 | 603.225.8530 603.230.3656(fax) | purchasing@onconcord.com www.onconcord.com/purchasing |
| Associated General Contractors | Bid House | 48 Grandview Drive, Bow NH 03304 | 603.225.2701 603.226.3859(fax) | plansroom@agcnh.org http://nh.agc.org |
| Construction Summary of NH | Bid House | 734 Chestnut St, Manchester NH 03104 | 603.627.8856 603.627.4524(fax) | info@constructionsummary.com www.constructionsummry.com |
| Bid Ocean | Bid House | PO Box 40445, Grand Junction, CO 81501 | 866.347.9657 877.356.9704(fax) | bids@bidocean.com www.bidocean.com |
| McGraw Hill Construction | Bid House | 880 Second Street, Manchester NH 03102 | 603.645.6554 603.645.6714(fax) | Priscilla_littlefield@mcgraw-hill.com www.construction.com |
| New England Construction News - CDC News | Bid House | 100 Radnor Rd S-102, State College, PA 16801 | 1.800.652.0008 1.888.285.3393(fax) | mweaver@cdcnews.com www.cdcnews.com |

CITY OF CONCORD, NEW HAMPSHIRE


 Douglas B. Ross,
 Purchasing Manager

BID DUE DATE/TIME: SEPTEMBER 25, 2009 NOT LATER THAN 2:00 PM

GENERAL TERMS AND CONDITIONS

PREPARATION OF BIDS:

Bids shall be submitted on the forms provided and must be signed by the Bidder or the Bidder's authorized representative. The person signing the bid shall initial any corrections to entries made on the bid forms.

Bidders must quote on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form or in the special provisions allowed for partial bids. Failure to quote on all items may disqualify the bid. When bids on all items are not required, bidders shall insert the words "no bid" where appropriate.

Alternative bids will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to, sample(s), if requested, and specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base bid response, i.e. it shall not be a separate document which could be construed as a second bid.

Unless otherwise stated in the Request, the bidder agrees that the bid 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 Bids due date to be considered. Any changes to the Request for Bids will be provided to all bidders of record. The Purchasing Agent may be reached at (603) 225-8530; (603) 230-3656 (Fax); or dross@onconcord.com Monday-Friday, 8:00 am – 5:00 pm.

The bidder shall not divulge, discuss or compare this bid with the bid of any other bidders and shall not collude with any other bidder or parties to a bid whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of materials shall be allowed. Any such violation will result in the cancellation and/or return of materials, as applicable, and the removal from Bid List).

The name of manufacturer, trade name, or catalog number mentioned in this request for bids description is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory. Proposals will be considered for any brand that meets or exceeds the quality of the specifications listed. On all such proposals, the bidder shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.

When samples are required, they must be submitted free of cost and will be returned unless otherwise specified.

Items left for demonstration purposes shall be delivered and installed free of charge and shall be removed by the vendor at no cost to the City. Said demonstration units shall not be offered to the City as new equipment unless mutually agreed to.

The vendor may be required to supply proof of compliance with bid specifications. When requested, the vendor must immediately supply the City with certified test results or certificates of compliance. Where none are available, the City may require independent laboratory testing. All costs for such testing certified test results or certificates of compliance shall be the responsibility of the vendor.

Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted. Each shipment shall be identified by Purchase Order and/or Bid number, commodity description and packing list. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification.

SUBMISSION OF BIDS:

Bids must be submitted as directed in the Notice to Bidders/Contractor, and on the forms provided unless otherwise specified. Bids must be typewritten or printed in ink. Bids must be mailed or delivered in person. Bids that are faxed or e-mailed will not be accepted.

WITHDRAWAL OF BIDS:

Bids may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the bidder to the Purchasing Agent. Negligence on the part of the bidder in preparing this bid shall not constitute a right to withdraw bid subsequent to the bid opening. Bids may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one bid is offered by any one party, or by any person or persons representing a party, all such bids shall be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a direct bid in its own behalf.

RECEIPT AND OPENING OF BIDS:

Bids shall be submitted prior to the time fixed in the Notice to Bidders. Bids received after the time so indicated shall be returned unopened. Bids must be mailed or delivered in person. Bids that are faxed or e-mailed will not be accepted.

PRESENCE OF BIDDERS AT OPENING:

At the time and place fixed for opening bids, the contents of all bids will be made public for the information of all bidders and other interested parties who may be present in person or by representative.

BID EVALUATION:

In an attempt to determine if a bidder is responsible, the City, at its discretion, may obtain technical support from outside sources. Each bidder will agree to fully cooperate with the personnel of such organizations.

BID RESULTS:

Bidders may secure information pertaining to the results of a bid by visiting the Purchasing office weekdays between the hours of 8:30 AM and 4:00 PM; or by visiting the City website at www.onconcord.com/Purchasing.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE BIDS:

When identical low bids are received, with respect to price, delivery and quality, award may be made by a toss of coin, with the following exception: When a tie bid exists between a local (a business establishment within City limits) bidder and an 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 City is considered a local bidder. If a tie bid exists between two local bidders, or two out-of-town bidders, the decision may be made by a toss of coin.

LIMITATIONS:

This bid document does not commit the City to award a contract, to pay any costs incurred in the preparation of a bid response, or to procure or contracts for goods, services or supplies. The City reserves the right to accept or reject any or all bids received as a result of this request, or to cancel in part or in its entirety this bid document, if it is in the best interests of the City to do so.

AWARD OF CONTRACT:

The contract may be awarded to the lowest responsive and responsible bidder as soon as practical after the bid opening unless otherwise stated, but generally not before ten (10) working days from the bid opening.

It is the policy of the City that contracts are awarded only to responsive and responsible bidders. 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 bid and provide all documentation required of this bid

It is requested that interested parties refrain from making inquiries during this period. A "Letter of Award" and accompanying "Notice of Award" will announce the contract award. The City of Concord reserves the right to waive any formality, informality or information in the 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 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 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.

CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the bidder, except for the return of the bid bond, at any time before a contract has been fully executed by all parties and is approved by the City.

MODIFICATIONS AFTER AWARD:

The City reserves the right to incorporate minor modifications that may be required by it. The Contractor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request if it can prove that the timing or extent of the modifications implies a major effort on its part.

RETURN OF BID BOND:

All bid bonds, except that of the lowest bidder, will be returned after the City has awarded a contract. The successful bidder's bid bond will be returned as soon as an agreement has been fully executed.

REQUIREMENTS OF SURETY BONDS:

At the time of the execution of the agreement, the successful bidder shall furnish the City with surety bonds, which have been fully executed by the bidder, guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bonds shall be acceptable to the City. Unless otherwise specified, the surety bonds shall be in the sum equal to the full amount of the agreement.

INSURANCE:

The successful bidder shall procure and maintain insurance, in the amounts and coverage detailed by the bid documents, acceptable to the City, at the bidder'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 bidder'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 bidder's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by the City, the bidder shall, or shall cause any carrier engaged by the bidder, to insure all shipments of goods for full value.

If the agreement with the bidder involves the performance of work by the bidder's employees at property owned or leased by the City, the bidder 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 bidder be deemed to be the employees of, or under the direction or control of the City for any purpose whatsoever.

WORKER'S COMPENSATION:

All bidders and subcontractors at every tier under the bidder 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.

CONTRACT:

The contract between the City and the Contractor shall consist of (1) the bid documents and any amendments there to and (2) the Contractor's bid. 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 bid documents shall govern. However, the City 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 contained in the bid documents and the Contractor's bid. In all other matters, not affected by written clarification, if any, the bid documents shall govern. The bidder is cautioned that this bid shall be subject to acceptance without further clarification.

EXECUTION OF AGREEMENT:

The successful bidder 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 and surety bonds that have been fully executed by the successful bidder, 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 bidder's proposal and the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful bidder to execute the agreement and/or furnish acceptable surety bonds within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder shall be just cause for cancellation of the award and forfeiture of the bid bond, not as a penalty, but as liquidation of damages to the City.

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.

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 CONTRACT FOR CAUSE:

If through any cause, the Contractor shall fail to furnish, in a timely and proper manner, its obligations under any contract, or if the Contractor 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

Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished work, documents, plans, data programs and reports prepared by the Contractor under any contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the 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 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 work, documents, plans, data programs and reports prepared by the Contractor under any contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

SAFETY DATA SHEET (Right to Know):

Any vendor who receives an order 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 that 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 the vendor from 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 successful bidder agrees to indemnify and defend the City of Concord from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the City of Concord harmless from any liability arising under RSA 382-A, 2-312 (3). (Uniform Commercial Code).

OWNERSHIP OF REPORTS:

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

ASSIGNMENT PROVISION:

The successful bidder hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Concord.

DELIVERY:

Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices, without extra charge for packing or containers.

Deliveries that do not conform to the specifications or are not in good condition upon receipt; shall be replaced promptly. Deliveries shall be inside the building, and accepted weekdays between the hours of 8:30 AM and 3:30 PM unless otherwise stated. Delivery arrangements must be made with requesting department prior to delivery.

INVOICING:

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage a summary statement in the following format will be provided with each invoice

| | |
|----------------------------------|------------------|
| Original Contract Amount | \$\$\$\$\$\$\$\$ |
| Plus/minus Change Orders | \$\$\$\$\$\$\$\$ |
| Total Adjusted Contract Amount | \$\$\$\$\$\$\$\$ |
| Work Completed to Date | \$\$\$\$\$\$\$\$ |
| Less Previous Invoices | \$\$\$\$\$\$\$\$ |
| Less Retainage-(if any) | -\$\$\$\$\$\$\$ |
| Equals: Balance due this Invoice | \$\$\$\$\$\$\$\$ |
| Balance Remaining on Contract | \$\$\$\$\$\$\$\$ |

All invoices 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 delivery of all items or service, in acceptable condition, to the City and receipt of invoice, whichever is later.

ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.

TAX:

The City is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please bill less these taxes.

FUNDING OUT:

The City of Concord's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

ASSIGNMENT OR SUB-CONTRACTING:

None of the work or services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.

EXCLUSIVITY:

This contract will be for the goods/services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these goods/services from any other vendor.

PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material and transportation costs, and any discounts offered. No additional 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 and other records pertaining to purchases made under contract for the purposes of audit by the City of Concord.

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

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.

GUARANTEES & WARRANTY:

All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the Contractor must inform the City, in writing, prior to the delivery of an item or any work being performed. Non-guaranteed work must be offered at a discount rate from the bid prices. **Inspection, testing and final determination of non-warranty work shall be performed at no cost to the City.**

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

PROVISION REQUIRED BY LAW DEEMED 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.

DISADVANTAGED BUSINESS ENTERPRISES

The City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this Invitation for Bids, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

NON-DISCRIMINATION

Contracts for work resulting from this Invitation for Bids shall obligate the Contractor and the Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful bidder(s).

DEFINITIONS:

Bid shall also mean quotation, proposal, offer, qualification/experience statement, and services.

Bidders shall also mean vendors, offerers, Contractors or any person or firm responding to an invitation for bids.

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 BID MAY RESULT IN WITHDRAWAL FROM THE BID LIST FOR THIS COMMODITY OR SERVICE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

Specific Terms and Conditions

Contracts One and Two

Guidelines For Prospective Contractors:

It is the policy of the City of Concord, New Hampshire (Hereinafter to be referred to as the City) that contracts be awarded only to responsive and responsible contractors. In order to qualify as responsive and responsible, a prospective Contractor must meet the following standards as they relate to this Invitation for Bids (IFB):

- A. Have adequate financial resources for performance, or have the ability to obtain such resources as required during performance;
- B. Have the necessary experience, organization, technical qualifications, skills and equipment;
- C. Be able to comply with the performance schedule;
- D. Have a satisfactory record of performance;
- E. Be otherwise qualified and eligible to receive an award under applicable laws and regulations; and
- F. Adhere to the specifications of this IFB and provide all documentation required of this IFB

Limitations:

This request for bids does not commit the City to award a contract, to pay for 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 bids received as a result of this request, or to cancel in part or in its entirety, this request for bids if it is in the best interest of the City to do so.

Bid Preparation:

In order to facilitate evaluation of the bids, the Contractor is instructed to follow the outline below in responding. **Bids that do not follow the outline, or do not contain the required information may be considered as unresponsive.**

A. *QUALIFICATION STATEMENT*

Submit a qualification statement, as provided in this bid document, for Contracts One and Two.

B. *PRICING AND CONTRACT CONSIDERATION:*

Will contain the firm and fixed price, on the bid sheet, and consideration such as special contract terms and conditions of the Contractor not covered in the request for bids.

C. *SIGNATURE:*

The bid shall be signed by an official authorized to bind the Contractor and shall contain a statement to the effect that the bid is a firm offer open for acceptance for a **sixty (60)** calendar day period. The bid shall also contain the following:

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

D. PRE-BID REQUIREMENTS:

Before submitting a bid, each Contractor (or its qualified representative) shall visit the sites to familiarize themselves with 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. City representatives should accompany the bidder on the site visits. Please contact Dave Florence, Police Department, Parking Division at (603) 230-3742 to arrange a site visit. The act of submitting a bid is to be considered full acknowledgement that the Contractor has inspected the locations and is familiar with conditions and requirement of these specifications.

Bid Submissions:

In order to be considered responsive, bids must be accompanied by all required certifications and representations and must be submitted in **one original** to Douglas B. Ross, Purchasing Manager, Purchasing Division, Combined Operations & Maintenance Facility, 311 North State Street, Concord, New Hampshire 03301, Telephone (603)225-8530.

Contract Award:

The City may award a contract, based on bids received, without additional submission from the Contractor. Accordingly, each bid should be submitted on the most favorable terms, from a price standpoint, which the Contractor can submit to the City. However, the City reserves the right to request additional data, oral discussions or presentations in order to clarify submitted bids. Any contract awarded as a result of this request for bid will contain all special and general provisions included in this IFB.

The contracts shall commence upon signing and issuance of a Notice to Proceed and purchase order by the City and shall be for the 2009-2010 winter season. The contract may be renewed, by mutual agreement, for up to three (3) additional one-year periods ending with the 2012-2013 winter season.

The City reserves the right to award, or not award, Contract One, the Contract One and Contract Two separately if it is in the best interests of the City to do so.

Bid Security:

Bid security in the amount of four hundred dollars (\$400.00) shall be submitted with the bid and failure to submit security may be cause for rejection. The Contractor, at his option, shall furnish a certified check, cash, check drawn by a New Hampshire bank, or bid bond as security in the amount required.

Security submitted by unsuccessful bidders will be returned as soon as practical after the bid opening date. Security submitted by the successful bidder shall be returned as soon as practical after a contract is signed and a Notice to Proceed and purchase order are issued by the City.

Performance and Payment Security:

The Contractor will be required to furnish a performance and payment bond in the amount of five thousand dollars (\$4,000.00) within ten (10) days of notice of award. The Contractor, at it's option, shall furnish a certified check, cash, check drawn by a New Hampshire bank, letter of credit or bid bond as security in the amount required. All checks or cash shall be deposited in a non-interest bearing account.

Insurance:

The successful bidder shall furnish to the City prior to the start of any work, an insurance certificate for comprehensive general liability, automobile liability, Worker's Compensation and commercial umbrella in accordance with the Insurance Requirements for All Contractors detailed in this Invitation for Bids. The City shall be named as **Additional Insured** with respect to general liability coverage.

Termination of Contract For Cause:

See General Terms and Conditions

Termination For Convenience of the City:

See General Terms and Conditions

Conditions of Work:

Each bidder must become fully informed concerning the conditions relating to the location and labor under which the work is being or will be performed. Failure to do so will not relieve a successful bidder of their obligation to furnish all materials and labor necessary to carry out the provisions of the contract documents and specifications contained herein and to complete the contemplated work set forth in their bid. Insofar as possible, the Contractor, in carrying out their work, must employ such methods or means as will not cause any interruption or interference with the use of the sites.

The Contractor shall keep themselves fully informed and comply with all existing and future laws, ordinances and regulations of Federal, State and Municipal work or the equipment used or employed in the work.

Obligations and Liability of the Contractor:

The Contractor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. They shall complete the entire work to the satisfaction of the Police Department/General Services Department, Public Properties Division and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor, and equipment to be done and furnished under this contract, shall be done and furnished strictly pursuant to, and in conformity with the attached specifications, and the directions of the City as given from time to time during the progress of the work, under the terms of this contract.

The Contractor shall conduct his work with a minimum of interference with private, business and public travel. The Contractor shall, at the Contractor's own expense, wherever necessary or required, furnish safety devices and take other such precautions as may be necessary to protect life and property.

The Contractor shall take all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work sites. The Contractor shall, in no way, be relieved of any responsibility by any right of the City to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the City to give such permission or issue such orders. The Contractor shall bear all losses resulting to the Contractor or to the City due to the amount or character of the work, or because of the nature of the area in or on which the work is done if differed from what was estimated or expected or due to the weather, elements or other causes. The Contractor shall assume the defense of all claims of whatsoever character against officers or agents, against all claims arising out of injury or damage to persons, corporations or property, whether said claims arise out of negligence or not; whether said claims are for unavoidable damage or not; and from all claims relating to labor and equipment furnished for the work.

It is distinctly agreed and understood that any changes made in the specifications for this work, whether such changes increase or decrease the amount thereof, or any change in the manner or time of payments made by the City to the Contractor, shall be in no way annul, release or affect the liability and surety or the bond given by the Contractor.

The City reserves the right to hire equipment other than from the Contractor if the Contractor's equipment does not report, ready for service, within one (1) hour of the time ordered. When such equipment, other than the Contractor's is employed, any expense incurred above the contract price shall be born by the Contractor and such additional expense shall be deducted from any money due the Contractor.

Interpretation of Contract as to Limitations of Work:

Should it be deemed necessary, in the execution of the work, by reason of any condition or circumstances arising or discovered after the making of the contract, to make any minor variations desirable or necessary for the stability, safety, economy or betterment of the work, which variations increase or decrease the quantities of the work specified, or change the location thereof to an extent not unreasonably affecting the condition of the work other than those called for by the contract, the Contractor shall, upon written notice order from the responsible City official, make such minor variations. If such minor variations diminish the quantity of the work to be done, no claim for damages or for anticipated profits on the work that may be dispensed with shall thereby accrue to the Contractor, and the value of the work dispensed with will not be included in any payments made to the Contractor. If such minor variations increase the amount of work, the value of such increase shall be determined and fixed by the Police Department/General Services Department, Public Properties Division in accordance with the quantity of such work actually done, and at the unit prices stipulated in the contract.

Such alterations or changes as mentioned in this section, shall not violate or annul the obligations of the Contractor or the agreement for the work.

Pre-Plowing Conference:

The Contractor shall not commence work until a conference between representatives of the Contractor and the City has been held. The conference will be arranged by the City of Concord at a time and place convenient for the City and the Contractor.

Disposal Site:

The General Services Department will provide a dump site for snow removed from City lots only. The snow plow dump(s) shall be located, whenever possible, within a two and one half mile radius of City Hall. Currently this dumpsite is located at the corner of Old Turnpike Road and Manchester Street (Route 3)

Emergency Twenty-four Hour Telephone Number:

The Contractor will be required to supply the Police Department with the name and telephone number of the Contractor's representative who will be on call twenty-four (24) hours a day.

DETAILED SPECIFICATIONS

B10-10, CONTRACT ONE

SNOW PLOWING AND REMOVAL, SALTING, SANDING AND SWEEPING MUNICIPAL METERED PARKING LOTS; CITY HALL, LIBRARY AND PRINCE STREET

GENERAL:

It is the intent of this invitation for bids to obtain the services of a Contractor to take full responsibility for plowing, removal of snow, salting and sanding as needed, in order to have the pavement bare as the weather will permit, and provide access to parking meters and parking spaces during the normal hours of use. Bids will only be considered from Contractors that have the equipment necessary to perform the task and a satisfactory record of performance. The removal of snow must be accomplished after hours when parking lots and City offices and lots are not in use.

METHOD OF PAYMENT:

The Contractor shall be paid in five (5) equal payments; the first payment shall be due **December 15, 2009** and monthly thereafter. The last payment will be held until after the spring clean up is accomplished. In order for payment to be made, the Contractor shall submit each invoice in duplicate to the Police Department, Parking Enforcement Division, 35 Green Street, Concord, NH 03301 to the attention of Mr. David Florence.

INFORMATION FOR BIDDERS:

For the information of bidders, parking lots are in use Monday through Sunday from 8:00 AM to 5:00 and Friday until 11:00 PM. City Hall hours are Monday through Friday 7:30 AM to 5:00 PM. Library hours are Monday through Wednesday, 9:00 AM to 8:30 PM, Thursday: 11:00 AM to 5:30 PM, Friday and Saturday 9:00 AM to 5:30 PM and Sunday 1:00 PM to 5:30 PM. Prince Street is accessible twenty-four hours per day. The hours of operation are subject to change and the Contractor shall be advised as they occur.

CONTRACT ONE LOCATIONS:

This contract encompasses the following locations:

- Prince Street Parking Lot
- Storrs Street Parking Lot (under Loudon Road Bridge)
- Reserved Parking and Metered Lots Behind Police Dept., City Hall and Library
- Prince Street Plowing and Snow Removal
- Theatre Street Parking Lot (formerly Chandler Street Parking Lot)
- McKee Square Parking Lot (including walkway between City & Citizen Bank Parking Lots)
- Penacook Square Parking Lot

SNOW PLOWING AND REMOVAL, SALTING, SANDING & SWEEPING:

Plowing is to be started within one (1) hour after the accumulation is greater than two (2) inches (2"). This includes the plowing of drive lanes in the Municipal Lots

Removal is to be accomplished after the hours of use and after the closing of City Hall and the Library. All snow accumulations around the parking meters is to be removed within eight (8) hours after the end of the

storm. If the storm is of such intensity as to require removal during the hours of operation of the parking lots; the Contractor may do so after the approval of the Concord Police Department.

Salting and sanding is to be accomplished as needed or upon request. The Contractor shall maintain a bare pavement policy for all areas. This should be accomplished with the use of road salt or other acceptable methods as approved by the General Service Department.

Power sweeping shall be accomplished once as directed by the City.

Snow removal on Prince Street shall be accomplished after 10:00 PM and before 6:00 AM or as ordered by the Concord Police Department.

The above work shall be performed in a manner so as not to encumber walkways, entrances and exits or streets. Accumulated snow must be removed prior to the start of the use of the parking lots and the hours of operation of City Hall and Library.

STORAGE OF EQUIPMENT:

The Contractor shall not store the equipment on the parking lot sites.

CONTRACT ONE EQUIPMENT AND LABOR REQUIREMENTS:

The Contractor shall furnish trucks, a rubber tired front-end loader, a salt and sand spreader, power sweeper and other equipment, i.e., frame, hoists, plows and chains on drive wheels as specified herein suitable for snow plowing, snow removal and salting/sanding together with the necessary drivers for the same.

The Contractor shall furnish trucks and equipment in numbers herein specified or as may be required from time to time for snow plowing or snow removal purposes. The Contractor shall furnish with each separate piece of equipment, capable licensed drivers in sufficient numbers to ensure they are operated safely and efficiently. The Contractor shall furnish additional drivers to relieve the regular drivers when extended periods of work require it..

The equipment, before being accepted for actual work, must be in proper mechanical condition, fully equipped as required for efficient operation, properly registered and insured in accordance with the laws of the State of New Hampshire and must be equipped with accessories such as traction chains, etc. to meet the existing traffic conditions.

MINIMUM EQUIPMENT REQUIRED:

1. Four two-axle trucks with a min. GVW of 12,000# and at least 1-3 cubic yard body.
2. One two-axle truck, two or four wheel drive with a minimum GVW of 10,000# and two cubic yard body.
3. One rubber tired front-end loader w/minimum two cubic yard capacity body.
4. One rubber tired front end loader w/minimum $\frac{3}{4}$ cubic yard bucket.
5. One mechanical salt/sand spreader, minimum two cubic yard.
6. One power sweeper.
7. Or any combination acceptable to the City.

All equipment shall be garaged within ten (10) miles of Concord.

The Contractor shall employ and use only competent people in the execution of this contract. Whenever the City notifies the Contractor that any person employed by the Contractor for the execution of this contract is incompetent, unfaithful, unsafe, disorderly or otherwise performing in an unsatisfactory manner, such person shall be replaced and not used again, for work covered by the contract, without the consent of the City.

B10-10, CONTRACT ONE

SNOW PLOWING AND REMOVAL, SALTING, SANDING AND SWEEPING MUNICIPAL METERED PARKING LOTS; CITY HALL, LIBRARY AND PRINCE STREET

QUALIFICATIONS STATEMENT

List of equipment proposed to be furnished by the undersigned on this proposal for snow plowing, snow and ice removal and salting and sanding.

| <u>TRUCKS</u> | <u>QUANTITY</u> | <u>YEAR</u> | <u>MAKE</u> | <u>CAP. SIZE</u> | <u>BLADE</u> | <u>REG. #</u> | <u>ADDRESS</u> <u>GARAGED</u> <u>DURING</u> <u>CONTRACT</u> |
|--|-----------------|-------------|-------------|------------------|--------------|---------------|--|
| GVW 12,000 LBS TRUCK | | | | | | | |
| GVW 10,000 LBS TRUCK | | | | | | | |
| RUBBER TIRED FRONT END LOADERS, 2 CY | | | | | | | |
| RUBBER TIRED FRONT END LOADERS, ¾ CY | | | | | | | |
| SALT/SAND SPREADER | | | | | | | |

CONTRACT ONE QUALIFICATIONS STATEMENT (Continued)

Name, address and telephone number on Contractor's agent who is on twenty-four (24) hour call.

NAME _____

ADDRESS _____

TELEPHONE _____

List three references and contact person that your firm has performed similar work for.

1. _____

2. _____

3. _____

COMPANY BACKGROUND AND MATERIALS: Provide information concerning the background, experience (include the number of years in business) and reputation of the Contractor.

PLEASE FILL IN, SIGN AND RETURN WITH YOUR BID NLT SEPTEMBER 25, 2009 AT 2:00 PM

DETAILED SPECIFICATIONS

B10-10, CONTRACT TWO

SNOW PLOWING, SNOW AND ICE REMOVAL, SANDING AND SWEEPING MUNICIPAL PARKING GARAGES

GENERAL:

It is the intent of this IFB to obtain the services of a Contractor to take full responsibility for plowing, removal of snow and ice, sanding and sweeping as needed, in order to have the pavement bare as the weather will permit, and provide access to parking meters and spaces during the normal hours of use. Bids will only be considered from Contractors that have the equipment necessary to perform the task and a satisfactory record of performance. The removal of snow must be accomplished after 9:00 PM and before 6:00 AM.

METHOD OF PAYMENT:

The Contractor shall be paid in five (5) equal payments; the first payment shall be due **December 15, 2009** and monthly thereafter. The last payment will be held until after the spring clean up is accomplished. In order for payment to be made, the Contractor shall submit each invoice in duplicate to the Police Department, Parking Enforcement Division, 35 Green Street, Concord, NH 03301 to the attention of Mr. David Florence.

INFORMATION FOR BIDDERS:

For the information of bidders, the parking garages are in use Monday through Sunday from 8:00 AM to 9:00 PM.

The garage top decks shall be plowed and cleared of snow after 9:00 PM and before 6:00 AM. All other snow deposited in the garages, ramps, entrances and exits, shall be plowed and removed one hour before operation. **Any and all snow piled or stored on the garage top deck shall be removed within 24 hrs. ALL SNOW REMOVAL EQUIPMENT UTILIZED IN THE PARKING GARAGE SHALL BE EQUIPPED WITH RUBBER TIPPED OR RUBBER COVERED BLADES.**

CONTRACT TWO LOCATIONS:

Concord Municipal Parking Garage, No. State Street, Concord, NH

Durgin Block Parking Garage, Warren Street, Concord, NH

Capital Commons Parking Garage/Plaza, 75 Storrs Street, Concord, NH

SNOW PLOWING, SNOW AND ICE REMOVAL, SANDING & SWEEPING:

Plowing is to be started within one (1) hour after the accumulation is greater than two (2) inches (2").

Removal is to be accomplished between the hours of 9:00 PM and 6:00 AM. If the storm is of such intensity as to require removal during the hours of operation of the parking garages, the Contractor may do so after the approval of the Concord Police Department.

While Contractor shall maintain a “bare pavement” policy, they **shall not use sodium chloride (NaCl2) on the concrete decks.**

The Contractor shall be responsible for the removal of snow from all exterior stairs and pedestrian walkways in a manner so as not to encumber the walkways, entrances and exits or streets. Accumulated snow must be removed prior to the start of the use of the parking garage.

The Contractor shall be responsible for the plowing and removal of snow from all garage entrances as well as daily maintenance of the stairways. During Snow Storms this may require multiple passes to ensure the stairways and entrances are assessable.

Hand and power sweeping of all decks and stairways and entrances and removal of all sand, debris, etc. shall be accomplished once as ordered by the City at the end of the snow season.

STORAGE OF EQUIPMENT:

The Contractor shall not store any equipment on the parking garage sites, without prior authorization from the City of Concord.

EQUIPMENT AND LABOR REQUIREMENTS:

The Contractor shall furnish four wheeled drive trucks, a rubber tired front-end loader, a sand spreader, power sweeper sand and other equipment, i.e., frame hoists, plows suitable for snow plowing, snow removal sanding and sweeping together with the necessary drivers for the same.

The Contractor shall furnish trucks and equipment in numbers as may be required from time to time for snow plowing or snow removal purposes. The Contractor shall furnish with each separate piece of equipment, capable licensed drivers in sufficient numbers to ensure they are operated safely and efficiently. The Contractor shall furnish additional drivers to relieve the regular drivers when extended periods of work require it.

The equipment, before being accepted for actual work, must be in proper mechanical condition fully equipped as required for efficient operation, be properly registered and insured in accordance with the laws of the State of New Hampshire and must be equipped with accessories such as traction chains, etc. to meet the existing conditions.

MINIMUM EQUIPMENT REQUIRED:

1. One or more trucks, 4-wheel drive, with minimum 8,500# and body.
2. One rubber tired front end loader w/minimum two cubic yard capacity body.
3. One mechanical salt/sand spreader, minimum two cubic yard capacity
4. One power sweeper.

All equipment furnished shall not exceed seven feet (7') in height for work within the garages. **ALL SNOW REMOVAL EQUIPMENT UTILIZED IN THE PARKING GARAGE SHALL BE EQUIPPED WITH RUBBER TIPPED OR RUBBER COVERED BLADES.**

All equipment shall be garaged within ten (10) miles of Concord.

The Contractor shall employ and use only competent people in the execution of this contract. Whenever the City notifies the Contractor that any person employed by the Contractor for the execution of this contract is incompetent, unfaithful, unsafe, disorderly or otherwise performing in an unsatisfactory manner, such person shall be replaced and not used again, for work covered by this contract, without the consent of the City.

B10-10, CONTRACT TWO

SNOW PLOWING, SNOW AND ICE REMOVAL, SANDING AND SWEEPING
MUNICIPAL PARKING GARAGES

QUALIFICATIONS STATEMENT

List of equipment proposed to be furnished by the undersigned on this proposal for snow plowing, snow and ice removal and salting and sanding.

| <u>TRUCKS</u> | <u>QUANTITY</u> | <u>YEAR</u> | <u>MAKE</u> | <u>CAP.</u> | <u>BLADE</u> | <u>SIZE</u> | <u>REG. #</u> | <u>ADDRESS</u> <u>GARAGED</u> <u>DURING</u> | <u>CONTRACT</u> |
|---------------|-----------------|-------------|-------------|-------------|--------------|-------------|---------------|---|-----------------|
|---------------|-----------------|-------------|-------------|-------------|--------------|-------------|---------------|---|-----------------|

GVW 12,000
LBS TRUCK

GVW 10,000
LBS TRUCK

RUBBER TIRED
FRONT END
LOADERS, 2 CY

RUBBER TIRED
FRONT END
LOADERS, 3/4 CY

SALT/SAND
SPREADER

CONTRACT TWO QUALIFICATIONS STATEMENT (Continued)

Name, address and telephone number on Contractor's agent who is on twenty-four (24) hour call.

NAME _____

ADDRESS _____

TELEPHONE _____

List three references and contact person that your firm has performed similar work for.

1. _____

2. _____

3. _____

COMPANY BACKGROUND AND MATERIALS: Provide information concerning the background, experience (include the number of years in business) and reputation of the Contractor.

PLEASE FILL IN, SIGN AND RETURN WITH YOUR BID NLT SEPTEMBER 25, 2009 AT 2:00 PM

BID SUBMISSION CHECKLIST

In order to be considered responsive, each bidder must submit, in **one original**, the following:

1. Bid Sheets (Contract One and Contract Two)
2. Bid Bond (\$400.00)
3. Specifications Exception Form
4. Alternate Form W-9
5. City of Concord Indemnification Agreement
6. Qualifications Statements (Contract One and Contract Two)

The successful Contractor shall submit, prior to contract signing, the following:

- 1. Contractor's insurance certificate, meeting the minimum required types and levels of coverage, naming the City as an additional insured;**
- 2. Payment and Performance Bond in the amount of \$4,000**

THE UNDERSIGNED ACKNOWLEDGES:

1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE VENDOR SUBMITTING THIS BID
2. THE RECEIPT OF THE FOLLOWING ADDENDA _____
3. THE FIRM SUBMITTING THIS BID HAS NEVER DEFAULTED ON ANY MUNICIPAL, 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: _____

PLEASE FILL OUT, SIGN AND RETURN TO:

The City of Concord, Douglas B. Ross, Purchasing Manager, Combined Operations & Maintenance Facility,
311 North State Street, Concord, NH 03301 603-225-8530

Bid Due Date/Time: September 25, 2009 Not Later Than 2:00 PM

THE UNDERSIGNED ACKNOWLEDGES:

1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE VENDOR SUBMITTING THIS BID
2. THE RECEIPT OF THE FOLLOWING ADDENDA _____
3. THE FIRM SUBMITTING THIS BID HAS NEVER DEFAULTED ON ANY MUNICIPAL, 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: _____

PLEASE FILL OUT, SIGN AND RETURN TO:

The City of Concord
Douglas B. Ross
Purchasing Manager
Combined Operations & Maintenance Facility
311 North State Street
Concord, NH 03301
(603) 225-8530

BID DUE DATE/TIME: SEPTEMBER 25, 2009 NOT LATER THAN 2:00 PM

CITY OF CONCORD, NEW HAMPSHIRE
SPECIFICATIONS EXCEPTION FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Concord to ferret out information concerning the materials which you intend to furnish.

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

Bids 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 bid does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your bid bond, 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 may result in your Bid being rejected as unresponsive.

Alternate Form
W-9
(rev 01/08)

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

| | |
|---|---|
| Name (as shown on your income tax return) | |
| Business name, if different from above | |
| Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company -- Enter the tax classification (D=Disregard entity, C= Corporation, P= Partnership) <input type="checkbox"/> <input type="checkbox"/> Other | Exempt from backup withholding <input type="checkbox"/> |
| Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| City, state, and ZIP code | City of Concord 41 Green Street Concord NH 03301 |
| List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

| | |
|---------------------------|-----------------------------------|
| Social Security number -- | Employer identification number -- |
|---------------------------|-----------------------------------|

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

| | | |
|------------------|---------------------------------|--------------|
| Sign Here | Signature of U.S. Person | Date: |
|------------------|---------------------------------|--------------|

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

CITY OF CONCORD, NEW HAMPSHIRE
B10-10, SNOW PLOWING AND REMOVAL CONTRACTS ONE AND TWO
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 Bid may result in your Bid being rejected as unresponsive.

**City of Concord, New Hampshire
B10-10, SNOW PLOWING AND REMOVAL
Insurance Requirements for Contractors**

| <u>Coverage is Required if Checked</u> | <u>Minimum Limits Required</u> |
|---|--|
| (X) <u>Commercial General Liability</u> | |
| Form CG0001 or equivalent including Products/ Completed Operations, Independent Contractors, Personal & Advertising Injury Per location/Per aggregate Occurrence Form | () \$500,000/1,000,000 (X) \$1,000,000/\$2,000,000 () Other \$ _____ |
| Additional Coverage to include: | |
| () 1. Owners and Contractors Protective \$ _____ | |
| () 2. Underground/Explosion and Collapse | |
| (X) <u>Commercial Automobile Liability</u> | |
| Business Automobile Policy or equivalent Any Automobile – Symbol 1 Coverage Include Employees as Insured | () \$ 500,000 CSL (X) \$1,000,000 CSL () Other \$ _____ |
| Additional Coverage to include: | |
| () 1. Garage Liability \$ \$ _____ | |
| () 2. Garage Keepers Legal Liability \$ _____ | |
| (X) <u>Workers Compensation</u> | |
| NH Statutory including Employers Liability | (X) \$100/\$500/\$100 () Other \$ _____ |
| (X) <u>Commercial Umbrella</u> | |
| May be substituted for higher limits required above Follow Form Umbrella on ALL requested Coverage | (X) \$ <u>1,000,000</u> |
| () <u>Other</u> | |
| () 1. Professional/Errors or Omissions | \$ _____ |
| () 2. Builders Risk | |
| All Risk completed value form Including Collapse | \$ _____ |
| () 3. Installation Floater (Equipment) | \$ _____ |
| () 4. Riggers Liability (Moving Equipment) | \$ _____ |
| () 5. Environmental – Pollution Liability | \$ _____ |
| () 6. Aviation Liability | \$ _____ |
| () 7. Watercraft – Protection and Indemnity | \$ _____ |

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

NOTICE OF AWARD

Dated: _____

TO: _____

ADDRESS: _____

PROJECT: B10-10

PROJECT: Contract One: Snow Plowing and Removal, Salting, Sanding and Sweeping Municipal Parking Lots

PROJECT: Contract Two: Snow and Ice Removal, Sanding and Sweeping Municipal Parking Garages

CONTRACT NO.: B10-10

CONTRACT FOR: Contract One: Snow Plowing and Removal, Salting, Sanding and Sweeping Municipal Parking Lots

CONTRACT FOR: Contract Two: Snow and Ice Removal, Sanding and Sweeping Municipal Parking Garages

You are notified that your Bid dated _____ for the above Contracts has been considered. You are the apparent successful bidder and have been awarded a contract to provide snow plowing and removal, salting, sanding and sweeping of municipal parking lots and garages (Contracts One and Two) in accordance with the terms, conditions, specifications and prices of the CITY'S bid documents (B10-10) and the CONTRACTOR'S response opened and publicly read on September 25, 2009.

The Contract Price for Contract One is: _____ Dollars (\$_____).

The Contract Price for Contract Two is: _____ Dollars (\$_____).

One (1) original copy of the proposed Contract Documents accompanies this Notice of Award.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, which is by _____, 2009. You must deliver to the CITY:

1. One (1) fully executed counterparts of the Agreement
2. A Performance Bond and a Payment Bond in the amount of \$4,000.
3. Your insurance certificate, meeting the minimum required levels of coverage, naming the CITY as an additional insured.

Failure to comply with these conditions within ten (10) calendar days will entitle the CITY to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) calendar days after you comply with these conditions, the CITY will return to you one fully signed counterpart of the Agreement, a Notice to Proceed, a purchase order and return your bid bond security.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY

(AUTHORIZED SIGNATURE)

Douglas B. Ross, Purchasing Manager
(NAME/TITLE)

Copy to Police Department

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2009 by and between

The City of Concord, New Hampshire, hereinafter called the “**CITY**” and

_____ doing business as a _____

hereinafter called the “**CONTRACTOR**”.

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

1. The **CONTRACTOR** will commence to provide snow plowing and removal, salting, sanding and sweeping municipal parking lots (Contract One) and snow plowing, snow and ice removal, sanding and sweeping municipal parking garages (Contract Two) in accordance with the terms, conditions, specifications and prices of the **CITY’S** bid documents (B10-10) and the **CONTRACTOR’S** response opened and publicly read on September 25, 2009.
2. The **CONTRACTOR** will furnish all of the material, supplies, tools, equipment, labor and other services necessary for completion of the work as described herein.
3. The **CONTRACTOR** will commence the work as required by the **CONTRACT DOCUMENTS** after the receipt of the **NOTICE TO PROCEED**. Completion time for this contract shall be the end of the 2009 - 2010 winter season. This contract may be extended, by mutual agreement, for up to-three (3) additional one-year periods.
4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the sum of \$ _____.
5. The term “**CONTRACT DOCUMENTS**” means and includes the following:
 - (A) ADVERTISEMENT FOR BIDS
 - (B) B10-10 AND ALL RELATED DOCUMENTS
 - (C) BID SHEETS FOR CONTRACTS ONE AND TWO
 - (D) BID BOND
 - (E) CITY OF CONCORD REQUIRED CONTRACT FORMS
 1. SPECIFICATION EXCEPTION FORM
 2. ALTERNATE FORM W-9
 3. INDEMNIFICATION AGREEMENTS
 4. INSURANCE CERTIFICATE
 5. QUALIFICATION STATEMENT
 - (F) PERFORMANCE AND PAYMENT BOND
 - (G) NOTICE OF AWARD
 - (H) AGREEMENT
 - (I) NOTICE TO PROCEED
 - (J) CITY PURCHASE ORDER
 - (K) ADDENDA: No. _____, dated : _____
6. The **CITY** shall pay to the **CONTRACTOR** in the manner and at such times as set forth in B10-10 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:
CITY OF CONCORD

BY _____

Name/Title: Douglas B. Ross, Purchasing Manager

(SEAL)

ATTEST:

Name _____

Title _____

CONTRACTOR:

By _____

Name _____

Address _____

(SEAL)

ATTEST:

Name _____

Title: _____

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

PROJECT: B10-10

PROJECT: Contract One: Snow Plowing and Removal, Salting, Sanding and Sweeping Municipal Parking Lots

PROJECT: Contract Two: Snow and Ice Removal, Sanding and Sweeping Municipal Parking Garages

CONTRACT NO.: B10-10

CONTRACT FOR: Contract One: Snow Plowing and Removal, Salting, Sanding and Sweeping Municipal Parking Lots

CONTRACT FOR: Contract Two: Snow and Ice Removal, Sanding and Sweeping Municipal Parking Garages

(Name of Contractor)

You are notified that the Contract Time under the above contract will commence to run upon receipt of this Notice to Proceed. By that date, you are to start performing your obligations under the Contract Documents. The date of completion shall be the conclusion of the 2009-2010 winter season. This contract may be extended, by mutual agreement, for up to an additional three (3) one-year periods.

Before you may start any Work you must provide to the CTIY:

1. A Performance and Payment Bond in the amount of \$4,000;
2. Your insurance certificate which you are required to purchase and maintain throughout the contract period in accordance with the requirements of B10-10.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

Douglas B. Ross, Purchasing Manager
(NAME/TITLE)

Copy to Police Department



City of Concord, NH
 Finance Department
 Purchasing Division
 41 Green Street
 Concord, NH 03301
 603-225-8530 (Fax) 603-230-3656

Reference: B10-10

If you choose not to bid, please complete the questionnaire below and return it with your response by the bid opening date. Your assistance in helping us to analyze no bid rationale is very much appreciated. Thank you.

* * * * * No Bid Questionnaire * * * * *

A no bid is submitted in reply to the City of Concord Invitation for Bids, B10-10, for the following reasons:

- _____ Item not supplied by our company.
- _____ Bid specification (give reason(s), e.g., too restricted, not clear, etc.):

- _____ Profit margin on municipal bids too low.
- _____ Past experience with City of Concord (give specifics, e.g., payment delay, bid process, administrative problems, etc) _____
- _____ Insufficient time allowed to prepare and respond to bid request.
- _____ Bid 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 bid specifications.
- _____ Other reason(s), please specify: _____



Company Name and Address: _____

 Phone: () _____

 (Signature)

 (Typed/Printed Name & Title)