

RFP 05-10

City of Concord, New Hampshire

Purchasing Division

UTILITY TRACTOR

Prepared for, and in coordination with the

**GENERAL SERVICES DEPARTMENT
EQUIPMENT SERVICES DIVISION**

Contract Documents
Proposal Documents
Specifications

Firm: _____

**PROPOSAL DUE DATE/TIME: SEPTEMBER 8, 2010
NOT LATER THAN 2:00 PM**



City of Concord, New Hampshire

PURCHASING DIVISION

41 GREEN STREET
CONCORD, NH 03301
(603) 225-8530 FAX: (603)230-3656
www.onconcord.com/purchasing

REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to purchase one (1) new utility tractor as detailed by the technical specifications included in this Request for Proposals. Each vendor submitting a proposal must be the manufacturer's authorized dealer (sales and service in the State of New Hampshire) for the utility tractor proposed. The successful vendor must provide and deliver the utility tractor, in "work ready" condition, to the General Services Department, Equipment Services Division, 311 North State Street, Concord, NH 03301.

An overview and detailed specifications are provided later in this Request for Proposals (RFP).

Proposals must be received **not later than 2:00 PM on September 8, 2009** from interested firms, to be eligible for consideration by the City. Each proposal shall be submitted to the **City of Concord, Finance Department, Purchasing Division, Combined Operations and Maintenance Facility, 311 North State Street, Concord, NH 03301** in a sealed envelope which is clearly marked,

"RFP 05-10 UTILITY TRACTOR"

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

Copies of RFP 05-10 are available from the Purchasing Division, City of Concord. Please call (603-225-8530) or email (bvirgin@onconcord.com or dross@onconcord.com) in advance as we are moving our office from 41 Green Street, Concord, NH 03301 to 311 North State Street, Concord, NH 03301 during the week of August 24 – 28, 2009. Copies are also available on-line at www.onconcord.com/Purchasing.

All proposals received will be considered confidential and not available for public review until after a vendor has been selected.

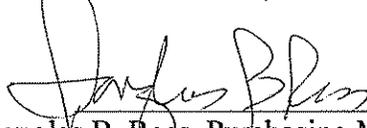
The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest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

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

All proposals are advertised, 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.constructionsummary.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
 Date: 8/25/09

Proposal Due Date/Time: September 8, 2009 not later than 2:00 PM

GENERAL TERMS AND CONDITIONS

PREPARATION OF PROPOSALS:

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

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

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to, 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 proposal response, i.e. it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in the Request for Proposal (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for Sixty (60) calendar days subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Agent (**603-230-3656: Fax; dross@onconcord.com**) no later than seven (7) calendar days before the Request for Proposals due date to be considered. Any changes to the Request for Proposals will be provided to all Proposers of record.

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

The name of manufacturer, trade name, or catalog number mentioned in this Request for Proposal 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 which meets or exceeds the quality of the specifications listed. On all such proposals, the Proposer 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 proposal 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 RFP number, commodity description and packing list. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification.

SUBMISSION OF PROPOSALS:

Proposals must be submitted as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

WITHDRAWAL OF PROPOSALS:

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

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:

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

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS:

All proposals received shall be considered confidential and not available for public review until after a vendor has been selected. All proposals shall be subject to negotiations prior to the award of a contract.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE PROPOSALS:

When identical Proposals are received, with respect to price, delivery, financial resources, experience, ability to perform and quality, award may be made by a toss of coin, with the following exception: When a tie proposal exists between a local (a business establishment within City limits) Proposer and an out-of-town Proposer, preference will be given to the local Proposer. Any Proposer having a local agent who is a bona fide resident of the City is considered a local Proposer. If a tie proposal exists between two local Proposers, or two out-of-town Proposers, the decision may be made by a toss of coin.

LIMITATIONS:

This Request for Proposal (RFP) does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the City to do so.

PROPOSAL EVALUATION:

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

AWARD OF CONTRACT:

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. It is the policy of the City that contracts be awarded, among other considerations, only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance.
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible Proposer by Letter of Award and accompanying purchase order. **See the proposal evaluation sheet (page 30) for more detail concerning the weighted criteria to be used to evaluate each proposal.** The Proposer selected will be the most qualified and not necessarily the Proposer with the lowest price.

The City of Concord reserves the right to waive any formality, informality, information and/or errors in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the City; or to purchase on the open market if it is considered in the best interest of the City to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

MODIFICATIONS AFTER AWARD:

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

CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the Proposer at any time before a contract has been fully executed by all parties and is approved by the City.

CONTRACT:

Any Contract between the City and the Vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the Vendor's proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the

RFP shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the Vendor's proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that this proposal shall be subject to acceptance without further clarification.

EXECUTION OF AGREEMENT:

The successful Proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the City, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the successful Proposer, the owner shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a Notice to Proceed and a City purchase order, to the Contractor shall constitute the City's approval to be bound by the successful Proposer's proposal and the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful Proposer to execute the agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the City, the State of New Hampshire or the Federal Government.

INSURANCE:

The successful proposer shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents, acceptable to the City, at the proposer's sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or proposer's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the City.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the proposer's obligation under any provision hereof.

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

If the agreement with the proposer involves the performance of work by the proposer's employees at property owned or leased by the City, the proposer shall furnish such additional insurance as the City may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment

compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the proposer be deemed to be the employees of, or under the direction or control of the City for any purpose whatsoever.

WORKER'S COMPENSATION:

All proposers and subcontractors at every tier under the proposer will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any agreement shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

TERMINATION OF CONTACT FOR CAUSE:

If, through any cause, the Vendor shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the Vendor shall violate any of the covenants, agreements or stipulations of any Contract, the City shall thereupon have the right to terminate any Contract by giving written notice to the Vendor of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the Vendor under this Contract shall become the City's property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of any contract, and the City may withhold any payments until such time as the exact amount of damages due the City is determined.

TERMINATION FOR THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the City's property. If any Contract is terminated by the City as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

SAFETY DATA SHEET (Right to Know):

Any vendor who receives an order resulting from this Request for Proposal 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 proposal debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the City. 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 proposer agrees to indemnify and defend the City of Concord from all claims and losses resulting from alleged and actual patent infringements and further agree 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 proposer shall belong exclusively to the City.

ASSIGNMENT PROVISION:

The successful proposer 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, which 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 shall 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 fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the vendor to make available at the vendor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and /or work performed under contract for the purposes of audit by the City of Concord.

INSPECTION & EVALUATION:

The City of Concord reserves the right to inspect the vendor's facilities during operating hours to determine that the level of inventory is adequate for the City's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

FUGITIVE DUST AND NOISE 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 Noise

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 proposal 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 the inability to enforce a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposals and 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 Request for Proposals and/or Contract shall forthwith be physically amended to make such insertion or correction.

ENERGY STAR® COMPLIANCE

The vendor shall provide products that earn the Energy Star® and meet the Energy Star® specifications for energy efficiency. The vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

DISADVANTAGED BUSINESS ENTERPRISES

The City hereby notifies all Vendors that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request 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 Request for Proposals shall obligate the Vendor/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 Vendor(s)/Contractor(s).

RSA 277:5-a

Effective 7/1/08 any person/vendor signing a contract to work on a construction, reconstruction, alteration, remodeling, installation, demolition, maintenance, or repair of any public work or building for the City of Concord with a total project cost of \$100,000 or more must be in compliance with RSA 277:5-a.

DEFINITIONS:

Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services.

Proposers shall also mean vendors, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

FAILURE TO ACKNOWLEDGE THIS PROPOSAL MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.

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

UTILITY TRACTOR SCOPE AND SPECIFICATIONS

SCOPE

The City of Concord is interested in receiving proposals from qualified vendors to provide a new heavy duty **Utility Tractor** with attachments and accessories. Unless otherwise stated, proposals shall be for a brand new fully operational unit with all accessories “work ready”.

This tractor will be used for general grounds maintenance including, but not limited to, lawn mowing, snow removal, etc.

This tractor and its accessories shall include all manufacturer’s standard equipment except in the case of optional equipment replacing standard equipment. If any standard equipment is to be deleted, it must clearly state so in the proposal.

Vendor will deliver the tractor and all its accessories and implements to the City of Concord, Combined Operations and Maintenance Facility, 311 N. State St., Concord, NH 03301.

MINIMUM SPECIFICATIONS

- 4 wheel drive **utility tractor**
- Material Handling package

- 4 cylinder (wet sleeved) turbocharged **diesel engine**
- 81 (min) gross engine Horsepower
- Hand and foot throttle
- 120 volt engine block heater
- Anti-freeze protection to -34° F (min)
- 12 volt electrical system

- 12F/12R **transmission** with fingertip control power reverser
- Partial or full on-the-go shifting
- Park lock
- Differential lock

- Driven **front axle** with planetary final drives
- 8 position steel front wheels with
- (2) 12.5/80 - 18”, 12 PR Turf Titan R3 turf tires

- Driven, flanged **rear axle** with planetary final drives
- 8 position steel rear wheels with
- (2) 19.5L – 24”, 10 PR Turf Titan R3 turf tires
- Rear wheel weights, 95 pound (min)

- Hydrostatic **power steering**
- Speed knob on steering wheel

- Hydraulic wet **disk brakes**, self-equalizing & self-adjusting
- Open Center **hydraulic system**
- Tandem gear pump, 22.5 GPM (min)
- Hydraulic oil cooler
- Independent, live, 6 spline **power take off** shaft, 540 RPM
- Dual mid Selective Control Valves (SCVs) with joystick
- **Rear rock shaft**
- Category II / I balls
- Telescopic draft links
- Adjustable draw bar
- Full **instrumentation**, including:
 - Fuel gauge
 - Tachometer / hour meter
 - Coolant temperature gauge
 - Oil pressure indicator light
 - Alternator indicator light
 - Air restriction indicator light
 - Turn signal indicator light
 - High beam indicator light
 - PTO engagement indicator light
- Single **12 volt battery**, (min) 950 cca
- Two front halogen headlights
- Two turn signal / warning lights
- Two front and two rear roof mounted work lights
- Two front and two rear roof mounted warning lights
- Electric horn
- Back-up alarm
- Amber strobe beacon
- **Deluxe cab**
- Heater, defroster, **air conditioning**
- Mechanical seat with adjustable suspension
- Cup holder
- 12 volt power outlet
- AM-FM stereo radio with CD player
- Front windshield wiper(s)
- Rear windshield wiper(s)
- Left & right rear view mirrors
- **SMV emblem** on rear of machine
- Tool box
- Minimum **30 gallon** fuel tank
- **Standard loader**
- Tractor mounting frame
- Loader suspension system with operator station on / off switch

- Couplers & hoses for mid SCVs
- 85 inch bucket (global carrier) with bolt-on cutting edge
- Bucket capacity approximately $\frac{3}{4}$ cubic yard
- Extra (spare) cutting edge
- Small ballast box
- Hood guard
- Brush guard
- Fenders

- 90" **rotary grooming mower**, lift type, rear pto driven
- Complete set of **extra cutter blades**

- 9' wide boom mounted front **snow plow blade** (for Global carrier)
- Hydraulic power angle
- Extra (spare) cutting edge

OPTIONS

- 7' wide rear mount **flail mower** with offset table
- Rubber deflector shield
- Complete extra set of knives

- Floating **pallet fork** (for Global carrier)
- 48" tines rated for at least as much capacity as the loader can lift

- Rear mount **broadcast spreader** with deflector kit
- 600 pound (min) hopper capacity

- One complete set (4) extra **R4 Industrial type tires & wheels**
- 12.5/80 - 18", 12 PR front (2)
- 19.5L - 24", 10 PR rear (2)

- **loading (2) rear R3 tires** (non-corrosive liquid)

- **loading (2) rear R4 tires** (non-corrosive liquid)

- **Extended warranties:** describe coverage and list cost

Vendors should feel free to offer any other options (and associated costs) which they feel may be of interest to the City of Concord:

MISCELLANEOUS

- **Manuals**
- One complete set of service, repair and parts manuals, both electronic format and hard copy, for base machine as well as accessories and implements
- Two hard copies of owner's manual

- Training

- Vendor will provide (min) 2 hours operational training and 2 hours service and maintenance training upon delivery. City to designate location for said training and said training will cover both the base machine as well as accessories and implements.

- Warranty

- Vendor to state full warranty terms, limits, coverage, etc.

- Literature

- Vendor to include current edition of manufacturer's literature for the machine being proposed

- Value added

- Vendor to state any value added benefits to the City, e.g.: extra discount on parts, free extended warranties, no cost travel time on service visits, free use of a loaner unit whenever ours is down for repairs, etc.

PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each Vendor must submit the following list of documents, in **one (1) original and one (1) identical copy**:

1. Proposal Sheet
2. Specifications Exception Form
3. Alternate Form W-9
4. City of Concord Indemnification Agreement
5. Manufacturer's Sales and Specifications Literature for Utility Tractor, All Required Equipment and Options Proposed
6. Manufacturer's Standard and Extended Warranty Literature for the Utility Tractor, All Required Equipment and Options Proposed

**RFP 05-10
PROPOSAL SHEET**

THE UNDERSIGNED AGREES TO PROVIDE AND DELIVER ONE (1) NEW UTILITY TRACTOR WITH OPTIONS IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS OF RFP 05-10 FOR THE FOLLOWING FIRM, FIXED NOT-TO-EXCEED PRICES:

BASE UNIT PRICE (INCLUDING ALL REQUIRED EQUIPMENT AND THE LOADER, ROTARY MOWER AND SNOW PLOW- **DO NOT** INCLUDE OPTIONAL ITEMS):

_____ Dollars (\$ _____)
Written _____ Figures

MANUFACTURER: _____

MODEL #: _____

GROSS ENGINE HORSEPOWER: _____

MAXIMUM ROAD SPEED IN MPH: _____

OPERATING WEIGHT: _____

LENGTH OF STANDARD WARRANTY PERIOD: _____

STANDARD WARRANTY PROVIDES THE FOLLOWING COVERAGE (i.e. parts, labor, travel etc):

LENGTH OF EXTENDED WARRANTY PERIOD: _____

EXTENDED WARRANTY PROVIDES THE FOLLOWING COVERAGE (i.e. parts, labor, travel etc):

COST FOR EXTENDED WARRANTY: _____

PROVIDE MANUFACTURER'S LITERATURE DETAILING THE WARRANTY PACKAGES AVAILABLE FOR THE UTILITY TRACTOR, ALL REQUIRED EQUIPMENT AND OPTIONS PROPOSED.

PLEASE ITEMIZE THE UNIT COST FOR THE FOLLOWING OPTIONAL EQUIPMENT:

- 7' Wide Flail Mower: \$ _____
- Floating Pallet Fork: \$ _____
- Rear Mount Broadcast Spreader: \$ _____
- One Complete Set of four (4) Extra R4 Industrial Type Tires & Wheels: \$ _____

-Cost for Loading Two (2) Rear R3 Tires: Non-Corrosive: \$ _____

-Cost for Loading Two (2) Rear R4 Tires: Non-Corrosive: \$ _____

-Other (Itemize) _____ \$ _____

Depending upon available funds, the City, at its sole option, shall select any combination of itemized, optional equipment.

ALL itemized, optional equipment and or equivalent/superior equipment that are proposed must be submitted with the manufacturer's sales and specifications literature.

DELIVERY TIME IN CALENDAR DAYS AFTER RECEIPT OF ORDER (ARO): _____

LOCATION OF REPAIR PARTS INVENTORY: _____

LOCATION WHERE WARRANTY AND OUT-OF-WARRANTY SERVICE TO BE PROVIDED:

VALUE ADDED SERVICES TO BE PROVIDED AT NO ADDITIONAL COST TO THE CITY: _____

THE UNDERSIGNED ACKNOWLEDGES:

1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE VENDOR SUBMITTING THIS PROPOSAL
2. THE RECEIPT OF THE FOLLOWING ADDENDA _____
3. THE FIRM SUBMITTING THIS PROPOSAL HAS NEVER DEFAULTED ON ANY MUNICIPAL, COUNTY, STATE, FEDERAL OR PRIVATE CONTRACT

COMPANY: _____

SIGNED BY: _____

PRINTED OR TYPED NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

CELL PHONE NUMBER: _____ PAGER: _____

PRIMARY POINT OF CONTACT: _____

PAYMENT TERMS AND CONDITIONS: _____

PLEASE FILL OUT, SIGN AND RETURN TO:

The City of Concord
Douglas B. Ross, Purchasing Manager
Combined Operations and Maintenance Facility
311 North State Street
Concord, NH 03301
603-225-8530
603-230-3656 (Fax)
dross@onconcord.com

Due Date/Time: September 8, 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 proposal does not meet all of our specifications you **must** so state in the space provided below:

Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your proposal bond, if submitted.

Signed: _____
I DO meet specifications

Signed: _____
I DO NOT meet specifications as listed in this proposal; exceptions are in the space provided.

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

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 IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

CITY OF CONCORD, NEW HAMPSHIRE

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A
PROVISION OF ANY CONTRACT**

The successful vendor 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 vendor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY _____

TAXPAYER IDENTIFICATION NUMBER _____

AUTHORIZED SIGNATURE _____

ADDRESS _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

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

City of Concord,
New Hampshire



Finance Department

Purchasing Division

CITY HALL 41 GREEN STREET

Concord, NH 03301

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

Reference: RFP 05-10

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

* * * * No Proposal Questionnaire * * * *

A no proposal is submitted in reply to the City of Concord Request for Proposals (RFP 05-10, Utility Tractor) for the following reasons:

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

_____ Profit margin on municipal proposals too low.
_____ Past experience with City of Concord (give specifics, e.g., payment delay, proposal process, administrative problems, etc) _____

_____ Insufficient time allowed to prepare and respond to proposal request.
_____ Proposal requirement too large _____ or too small _____ for our company.
_____ Priority of other business opportunities limit time/other resources available to deliver or perform according to proposal specifications.
_____ Other reason(s), please specify: _____

.....
Company Name and Address: _____

Phone: () _____

(Signature)

(Typed/Printed Name & Title)

PROPOSAL/INTERVIEW EVALUATION FORM

FIRM: _____

DATE: _____

PROJECT: RFP 05-10, UTILITY TRACTOR

DEPARTMENT/DIVISION: GENERAL SERVICES DEPT/EQUIPMENT SERVICES

| RATING CATEGORY | WEIGHT | RATING | SCORE |
|---|--------|--------|-------|
| <u>Proposal:</u> | | | |
| Responsive-Provided Required Documents | 5 | | |
| Cost | 15 | | |
| Delivery Time | 10 | | |
| <u>Equipment</u> | | | |
| Meets/Exceeds Specifications | 10 | | |
| Warranties | 10 | | |
| | | | |
| <u>Firm:</u> | | | |
| Record of Satisfactory Performance | 10 | | |
| Dealer Proximity to Concord (for parts and service) | 10 | | |
| Responsible (Per RFP General Terms & Conditions) | 10 | | |
| Total: | | | |

Rating Scale: Rate Each Category on a Score of 0-10 - Unacceptable 0, Average 5, Excellent 10

Score: Multiply the Weight by the Rating to determine the Score for each Category. Add the Scores for all Categories to determine the Total Score. The vendor with the highest Total Score is awarded the contract.