

**RFP09-10**

City of Concord, New Hampshire

Purchasing Division

**LOADER BACKHOE**

Prepared for, and in coordination with the

**GENERAL SERVICES DEPARTMENT  
EQUIPMENT SERVICES DIVISION**

Proposal Documents  
Specifications

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

**Proposal Due Date/Time: September 18, 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](http://www.onconcord.com)

## REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified private firm to provide and deliver to the City two (2) new 15 to 16 foot class, 19,000 pound, 2 Wheel Drive loader backhoes with extendable rear dipper stick. The firm must be lawfully engaged as the manufacturer's representative/dealer for providing, delivering and servicing said equipment in the State of New Hampshire.

An overview and detailed specifications are provided later in the Request for Proposal (RFP).

Proposals must be received **no later than 2:00 PM on September 18, 2009** from interested qualified firms, to be eligible for consideration by the City. Each proposal shall be submitted in a sealed envelope which is clearly marked,

### "RFP09-10, LOADER BACKHOE "

Competitive solicitations may be issued only by the City's Purchasing Manager, or his designee, to authorized firms, and are not transferable unless authorized by the Purchasing Manager.

Complete copies of RFP09-10 are available from the Purchasing Division, City of Concord, Combined Operations and Maintenance Facility, 311 North State Street, Concord, NH 03301 (603-225-8530) or on-line at [www.onconcord.com/purchasing](http://www.onconcord.com/purchasing).

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

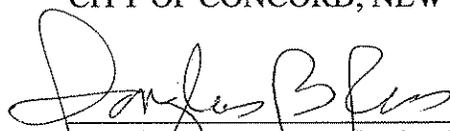
The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest 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)	<a href="mailto:purchasing@onconcord.com">purchasing@onconcord.com</a> <a href="http://www.onconcord.com/purchasing">www.onconcord.com/purchasing</a>
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	<a href="mailto:plansroom@agcnh.org">plansroom@agcnh.org</a> <a href="http://nh.agc.org">http://nh.agc.org</a>
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856 603.627.4524(fax)	<a href="mailto:info@constructionsummary.com">info@constructionsummary.com</a> <a href="http://www.constructionsummry.com">www.constructionsummry.com</a>
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	<a href="mailto:bids@bidocean.com">bids@bidocean.com</a> <a href="http://www.bidocean.com">www.bidocean.com</a>
McGraw Hill Construction	Bid House	880 Second Street, Manchester NH 03102	603.645.6554 603.645.6714(fax)	<a href="mailto:Priscilla_littlefield@mcgraw-hill.com">Priscilla_littlefield@mcgraw-hill.com</a> <a href="http://www.construction.com">www.construction.com</a>
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)	<a href="mailto:mweaver@cdcnews.com">mweaver@cdcnews.com</a> <a href="http://www.cdcnews.com">www.cdcnews.com</a>

CITY OF CONCORD, NEW HAMPSHIRE



Douglas B. Ross, Purchasing Manager

Date: 8/26/09

**Proposal Due Date/Time: September 18, 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 requested services unless specific directions in the advertisement, on the proposal form or in the special provisions allow for partial proposals. Failure to quote on all services may disqualify the proposal. When proposals on all services are not required, Proposers shall insert the words "no proposal" where appropriate.

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

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

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Agent no later than **seven (7) calendar days** before the Request for Proposals due date to be considered. Any changes to the Request for Proposals will be provided to all Proposers of record.

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

The vendor may be required to supply proof of compliance with proposal specifications. All costs for such proof or certificates of compliance shall be the responsibility of the vendor.

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

#### SUBMISSION OF PROPOSALS:

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

#### WITHDRAWAL OF PROPOSALS:

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

#### PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:

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

#### RECEIPT AND OPENING OF PROPOSALS:

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

#### PROPOSAL RESULTS:

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

**NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.**

#### TIE PROPOSALS:

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

### LIMITATIONS:

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

### PROPOSAL EVALUATION:

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

### AWARD OF CONTRACT:

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

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

The contract will be awarded to a responsive and responsible Proposer based on the qualifications, experience and work plan of the Proposer, the Proposer's ability to provide ongoing technical support, the Proposer's timeframe for providing the requested service and the Proposer's fee/price proposal. **See the proposal evaluation sheet for more detail concerning how each proposal shall be evaluated.** The Proposer selected will be the most qualified and not necessarily the Proposer with the lowest price.

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

MODIFICATIONS AFTER AWARD:

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

CANCELLATION OF AWARD:

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

CONTRACT:

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

EXECUTION OF AGREEMENT:

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

APPROVAL OF AGREEMENT:

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

FAILURE TO EXECUTE AGREEMENT:

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

DISQUALIFICATION:

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

INSURANCE:

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

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

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

If the agreement with the proposer involves the performance of work by the proposer's employees at property owned or leased by the City, the proposer shall furnish such additional insurance as the City may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the proposer be deemed to be the employees of, or under the direction or control of the City for any purpose whatsoever.

WORKER'S COMPENSATION:

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

DISAGREEMENTS AND DISPUTES:

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

TERMINATION OF CONTACT FOR CAUSE:

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

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

TERMINATION FOR THE CONVENIENCE OF THE CITY:

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

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

ASSIGNMENT PROVISION:

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

OWNERSHIP OF REPORTS:

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

INVOICING:

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

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

**All invoices must reference a valid City of Concord Purchase Order Number**

PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City and receipt of invoice, whichever is later.

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

TAX:

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

FUNDING OUT:

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

ASSIGNMENT OR SUB-CONTRACTING:

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

EXCLUSIVITY:

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

COSTS:

Unless otherwise specified all costs listed are firm for the term of the contract and shall include all labor, material, transportation and discounts. No fuel surcharges shall be allowed at any time.

AUDIT:

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

INSPECTION & EVALUATION:

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

FUGITIVE DUST AND 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

FORCE MAJEURE:

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

NOTIFICATION:

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

SEVERABILITY:

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

PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in 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 Contract shall forthwith be physically amended to make such insertion or correction.

ENERGY STAR® COMPLIANCE

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

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.*

**LOADER BACKHOE**  
**TECHNICAL SPECIFICATIONS**

**A. GENERAL**

The intent of these specifications is to detail functional requirements for a 15 to 16 foot class, 19,000 pound Loader Backhoe.

The vehicle is intended for operation on paved surfaces and unpaved surfaces throughout the city of Concord. Operation may also include but not limited to; public highways, city streets and unimproved terrain.

Equipment furnished under this specification shall be the standard products of manufactures' regularly engaged in the production of such equipment and shall be the manufactures' latest standard design and most current model.

Each bidder shall submit with the bid a complete list , in duplicate, of the material, fixtures, and equipment to be incorporated into the vehicle. The list shall include catalog numbers, cuts, diagrams, drawings and other descriptive data. Any materials, fixtures, or equipment listed which are not in accordance with the requirements of these specifications may be cause for rejection of the bid. All manufacturer's standard equipment for the particular model being bid shall be included and no such standard equipment shall be deleted unless so noted.

**B. INSPECTION AND TESTING**

The contractor shall make personnel (who are knowledgeable in the operation and maintenance of the vehicle and appurtenances) available at the delivery site for a sufficient time, to prove out any features, which may be in question. Failure of the demonstration machine to meet customer requirements may be cause for rejection of the bid.

All accessory equipment shall be mounted and tested in accordance with the manufacturer's specification and to the complete satisfaction of the owner.

The successful proposer may be required to provide a sample machine for the City to evaluate unless it has already done so prior to the close of this RFP.

**C. WARRANTY**

-The contractor shall provide the maximum standard warranty for this piece of equipment.

-In addition to the manufacturer's standard warranty, the contractor shall quote an extended (full machine) warranty (as an option). Bidder shall attach a copy of extended coverage at bid.

-The contractor selling this piece of equipment shall arrange for the performance of all warranty work so as to avoid the necessity for the City of Concord to deal directly with the manufacturer and manufacturer's authorized service outlets for the components not serviced directly by the vendor.

-Service provided under the manufacturer's warranty shall be performed at a location selected by the manufacturer and/or vendor with any and all transportation costs to be paid by the vendor.

## **D. MANUALS**

The successful bidder shall supply, upon delivery of the vehicles, the following manuals:

1. Operation Manual (2) hard copies
2. Service and Repair Manual (Shop Manual) [hard copy]
3. Service and Repair Manual – electronic format
4. Parts Manual. (With full illustration) [hard copy]
5. Parts Manual - electronic format.

## **E. TRAINING**

Successful bidder must provide 4 hours on-site operator and or Preventive Maintenance training at no additional cost to the city.

## **F. DELIVERY**

Units shall be delivered to the City of Concord fully serviced, operational and with a full tank of fuel. **Vendor shall specify delivery time frame as part of her/his proposal.**

A significant penalty fee (5% of the total contract price) **may** be administered if the unit is not delivered within the specified time frame mentioned above. The penalty fee **may** be waived per the City's discretion.

## **G. "VALUE ADDED" BENEFITS**

Other value added services offered at no cost to the city. Examples include :

Free loaner of a comparable sized unit when customer unit is down for more than 24 hrs.

On-site warranty administration. 24-hour technical assistance hotline. Additional discount on parts/service, etc.

## **H. UNIT SPECIFICATIONS**

All units shall be full cab EROPS units with:

Deluxe cab with 2 doors

Maximum allowable in cab noise level is 72 dB(A)

Heater & Air Conditioning

Tinted glass

AM/FM radio with weatherband

Two auxiliary power plugs (12 volt)

Interior rear view mirror

RH & LH mirrors

Front & Rear windshield wipers & washers

Front & rear fenders

Four corner strobe warning lights

Four Front & Four Rear work and driving lights

Interior dome light

Electric horn

Full instrumentation with gauges, warning lights & alarms  
Back-up alarm  
Swivel, air suspension fabric seat with armrest and lumbar support  
Cup holder  
Turbocharged, liquid cooled diesel engine, minimum 98 (net) Horsepower  
12 volt electrical system  
90 amp (minimum) alternator  
Dual 12 volt batteries  
Engine Block Heater (120 volt)  
Extended life engine coolant  
Anti-freeze coolant protection to (minimum) -34° F.  
Hand & Foot throttles

Minimum 42 gallon fuel tank

Power shift transmission with 4 forward and 3 or 4 reverse speeds

Road speed must be at least 25 MPH

Proportional, multi-disc wet brake with split pedal

Hydrostatic steering

Tilt Steering Wheel

Single lever loader controls

Loader auxiliary hydraulics (bi-directional)

General purpose 93" wide loader bucket with bolt-on cutting edge

Approximately 1.3 cubic yard heaped capacity

10,900 pounds (minimum) bucket breakout force

7,300 pounds lift capacity @ full height

Ride Control

Backhoe Pilot Controls

Hydraulically operated, remote control Quick Coupler for backhoe buckets

Backhoe bucket: heavy-duty 24 inch digging bucket, with teeth

14,700 pounds (minimum) bucket digging force

8,400 pounds (minimum) dipper digging force

Hydraulically extendable backhoe dipper stick (extend-a-hoe)

Backhoe auxiliary hydraulics (bi-directional)

Front counterweights commensurate with backhoe

The successful vendor shall include two (2) complete sets of service filters (one for each machine) which shall consist of all required fuel, oil, coolant, hydraulic and cabin air filters for a complete servicing.

## I. OPTIONS

Vendors shall offer and itemize the costs for the following attachments & options:

4 Wheel Drive machine in lieu of 2 Wheel Drive, including 14 X 17.5 10 ply front tires in lieu of 14.5/75 X 16.1 10 ply tires

Front (loader) "Tool Carrier" with hook-on bucket (hydraulic quick coupler) in lieu of pin on bucket

One set of material handling forks 48" long with a lifting capacity at least equal to the loader lifting capacity. Said material handling forks shall be compatible with the tool carrier and include all necessary attachment hardware

Additional (spare) cutting edges for loader bucket

Additional (spare) teeth for backhoe buckets

Extended Warranty – please state terms and costs

Spare digging bucket, 30 inch wide, with teeth and a spare set of teeth

Spare digging bucket, 18 inch wide, with teeth and a spare set of teeth

Spare digging bucket, 12 inch wide, with teeth and a spare set of teeth

Hydraulic plate compactor for use on backhoe

Two (2) spare front tires mounted on spare wheels of the same type, brand and size as what is on the machines

Two (2) spare rear tires mounted on spare wheels of the same type, brand and size as what is on the machines

List any other options which you believe would be of interest and value to the City:

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## PROPOSAL SUBMISSION CHECKLIST

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

1. Proposal Sheet
2. Specifications Exception Form
3. Alternate W-9 Form
4. City of Concord Indemnification Agreement
5. Manufacturers Sales and Specifications Literature on Loader Backhoe
6. Standard Warranty Literature
7. Extended Warranty Literature

CITY OF CONCORD, NEW HAMPSHIRE  
PROPOSAL SHEET  
RFP09-10, LOADER BACKHOE

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE AND DELIVER TWO (2) NEW LOADER BACKHOES (TO INCLUDE TRAINING, OPERATION, SERVICE/REPAIR AND PARTS MANUALS AND STANDARD WARRANTY) IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN RFP09-10, FOR THE LUMP SUM OF:

**TWO LOADER BACKHOES (WITHOUT OPTIONS):**

_____	DOLLARS	\$ _____	Each
PRICE PER UNIT (WRITTEN)		(FIGURES)	
		X (2) units	
		\$ _____	Total
		(FIGURES)	

TOTAL PROPOSAL PRICE FOR TWO UNITS (WRITTEN):

\_\_\_\_\_ DOLLARS

MANUFACTURER OF BACKHOE OFFERED: \_\_\_\_\_

MODEL OF BACKHOE OFFERED: \_\_\_\_\_

OPERATING WEIGHT (IN POUNDS): \_\_\_\_\_

DIGGING DEPTH (with extendable dipper stick retracted): \_\_\_\_\_

DIGGING DEPTH (with extendable dipper stick extended): \_\_\_\_\_

FRONT LOADER BUCKET CAPACITY (in cubic yards): \_\_\_\_\_

NET ENGINE HORSEPOWER: \_\_\_\_\_

MANUFACTURER'S STATED FUEL CONSUMPTION: \_\_\_\_\_

MAXIMUM ROAD SPEED (in MPH): \_\_\_\_\_

COUNTRY OF ORIGIN: \_\_\_\_\_

LENGTH OF STANDARD WARRANTY PERIOD FOR BACKHOE: \_\_\_\_\_

STANDARD WARRANTY COVERAGE FOR BACKHOE (i.e. Parts, Labor, Travel etc):  
\_\_\_\_\_

LENGTH OF EXTENDED WARRANTY PERIOD FOR BACKHOE: \_\_\_\_\_

EXTENDED WARRANTY COVERAGE FOR BACKHOE (i.e. Parts, Labor, Travel etc):  
\_\_\_\_\_

ANNUAL COST FOR EXTENDED WARRANTY PER UNIT: \$ \_\_\_\_\_

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

**Please note that the City may impose a penalty of 5% of the total contract price if this delivery time is not met.**

**ITEMIZED PRICES FOR OPTIONAL ATTACHMENTS/EQUIPMENT:**

1. 4 Wheel Drive (in lieu of 2 WD)     \$ \_\_\_\_\_ (per machine)
2. "Tool Carrier" type front bucket in lieu of pin on \$ \_\_\_\_\_ (per machine)
3. Material Handling forks \$ \_\_\_\_\_ (one set)
4. Additional cutting edge for loader bucket: \$ \_\_\_\_\_ (each)
5. Extra set of teeth for backhoe bucket: \$ \_\_\_\_\_ (each set)
6. Spare 30" digging bucket, with teeth and a spare set of teeth \$ \_\_\_\_\_ (per bucket)
7. Spare 18" digging bucket, with teeth and a spare set of teeth \$ \_\_\_\_\_ (per bucket)
8. Spare 12" digging bucket, with teeth and a spare set of teeth \$ \_\_\_\_\_ (per bucket)
9. Hydraulic Plate Compactor for use on backhoe \$ \_\_\_\_\_ (each)
10. Two (2) spare front tires & wheels \$ \_\_\_\_\_ (per pair)
11. Two (2) spare rear tires & wheels \$ \_\_\_\_\_ (per pair)
12. Other recommended options (itemize)::
  - a. \_\_\_\_\_ :                     \$ \_\_\_\_\_
  - b. \_\_\_\_\_ :                     \$ \_\_\_\_\_
  - c. \_\_\_\_\_ :                     \$ \_\_\_\_\_

**OTHER ITEMS:**

1. LOCATION WHERE SERVICE & PARTS CAN BE OBTAINED: \_\_\_\_\_

2. VALUE ADDED SERVICES OFFERED AT NO ADDITIONAL COST TO THE CITY:

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THE UNDERSIGNED ACKNOWLEDGES:

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

COMPANY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

PRINTED OR TYPED NAME: \_\_\_\_\_

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

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

TOLL FREE NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

CELL PHONE NUMBER: \_\_\_\_\_ PAGER: \_\_\_\_\_

PRIMARY POINT OF CONTACT: \_\_\_\_\_

**THE CITY'S STANDARD PAYMENT TERMS ARE NET 30 DAYS AFTER DELIVERY AND ACCEPTANCE.**

PLEASE FILL OUT, SIGN AND RETURN TO:

The City of Concord  
Douglas B. Ross, Purchasing Manager  
311 North State Street  
Concord, NH 03301  
603-225-8530  
603-230-3656 (Fax)  
[dross@onconcord.com](mailto:dross@onconcord.com)

**Due Date/Time: September 18, 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:

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

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

Signed: \_\_\_\_\_  
**I DO** meet specifications

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

Failure to submit this form with your proposal 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)	

<b>Part I</b>	<b>Taxpayer Identification Number (TIN)</b>
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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 —
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<b>Part II</b>	<b>Certification</b>
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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.

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

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. 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 vendors, 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 proposal may result in your proposal being rejected as unresponsive.

City of Concord,  
New Hampshire



**Finance Department**

**Purchasing Division**

CITY HALL 311 NORTH STATE STREET

Concord, NH 03301

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

www.onconcord.com

Reference: RFP09-10

**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 (RFP09-10, Loader Backhoe) 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)

**ATTACHMENT A**

**PROPOSAL EVALUATION FORM**

FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

PROJECT: RFP09-10, LOADER BACKHOE

DEPARTMENT/DIVISION: GENERAL SERVICES, EQUIPMENT SERVICES DIVISION

RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Proposal:</u>			
Responsive - Required Documents Submitted	5		
Cost	10		
Delivery Time After Receipt of Order	10		
<u>Equipment:</u>			
Meets/Exceeds Specifications	10		
Warranties	10		
Manufacturer's Stated Fuel Consumption	10		
Country of Origin (extra points for units made in USA)	5		
<u>Firm:</u>			
Record of Satisfactory Performance	10		
Dealer Proximity to Concord (for parts & service)	10		
Responsible (per RFP General Terms & Conditions)	5		
Total:			

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