

RFP17-12

City of Concord
Merrimack County
New Hampshire

Purchasing Division

**REQUEST FOR PROPOSALS
FOR LEASE
OF CITY OWNED PROPERTY
OFF OF WEST LOCKE ROAD, CONCORD, NH**

Prepared for and in coordination with the

COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

Proposal Documents
Specifications

Firm/Individual: _____

**PROPOSAL DUE DATE/TIME: FEBRUARY 17, 2012, NO LATER THAN 2:00 PM
NON-MANDATORY PRE-PROPOSAL INFORMATIONAL MEETING FEBRUARY 3,
2012, AT 10:00 AM LOCATED ON SITE, WEST LOCKE ROAD, CONCORD, NH**

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City of Concord, New Hampshire

PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET

CONCORD, NH 03301

(603) 230-3664 FAX: (603)230-3656

REQUEST FOR PROPOSALS

The Purchasing Division, located at the Combined Operations & Maintenance Facility, 311 North State Street, Concord, New Hampshire 03301, invites interested parties to submit to the City a proposal to lease approximately 80 acres of agricultural land located off of West Locke Road, Concord, New Hampshire.

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

Proposals must be received **no later than 2:00 PM on February 17, 2012**, from interested groups or individuals to be eligible for consideration by the City. Each statement shall be submitted in a sealed envelope which is clearly marked:

“RFP17-12, LEASE OF CITY-OWNED AGRICULTURAL PROPERTY OFF OF WEST LOCKE ROAD, CONCORD, NH”

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

Complete copies of RFP17-12 are available from the Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Concord, NH 03301 (603-230-3664) or on-line at www.concordnh.gov/Purchasing.

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

The successful proposal must provide **proof of a financing commitment within thirty (30) calendar days** of being selected as the successful proposer. The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, errors and/or information in the proposal, to accept the proposal considered to be in the best interest of the City, or to sell on the open market if it is considered in the best interest of the City to do so.

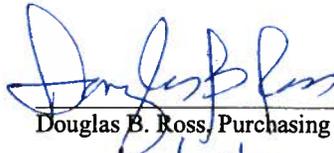
All interested proposers are encouraged to attend a non-mandatory on-site pre-proposal informational meeting at the property off of West Locke Road on February 3, 2012 at 10:00 AM to review the RFP and the land

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@concordnh.com www.concordnh.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)	plans@cdcnews.com www.cdcnews.com

APPROVED:



Douglas B. Ross, Purchasing Manager

Date: 1/18/12

INSTRUCTIONS TO PROPOSERS

1) OVERVIEW AND PROPERTY DESCRIPTION

The City of Concord is seeking proposals for the long-term lease of approximately 80 acres of agricultural land, (“Leased Area”) consisting mainly of prime agricultural soils. The prospective tenant may utilize the Leased Area for commercial agricultural purposes, including the raising of crops (such as vegetables), grain (such as corn, rye, etc.) and/or hay, sod, nursery stock, and other agricultural uses acceptable to the City.

The management and use of the Leased Area is subject to the terms of the Conservation Easements and Restrictive Easement Deeds held by the Society for the Protection of New Hampshire Forests and recorded with the Merrimack County Registry Deeds at Book 2759 and Page 642 and Book 3119 and Page 724, copies of which are attached to this RFP. The City is responsible for maintaining the property and wishes to facilitate the continuation of the agricultural use of the land by entering into a lease that is in keeping with the conservation purposes for which the land was protected, including protection of prime agricultural soils, wildlife habitat, scenic open spaces, and passive recreational use of the property. Public access can be restricted during certain times of the year to prevent conflicts with the agricultural operation.

The Leased Area is located off of West Locke Road in Concord, NH, as shown as “Agricultural Fields” on the plan entitled “Boundary Plat Land of Gold Star Sod Farms, Inc., Tax Map 121, Block 1, Lot 1, Old Locke Road, Concord, New Hampshire, Merrimack County” and recorded at the Merrimack County Registry of Deeds as Plan #17324, and the land shown as “Agricultural Fields” on the plan entitled “Plan showing Unutil Energy Systems, Inc. Power Transmission Line ‘Easement Right-of-way’ and additional acquired 30’ wide access easement across Tax Map No. 121, Lot No’s 1 and 3, Property at West Locke Road, Concord, NH 03301, Merrimack County” and recorded at the Merrimack County Registry of Deeds as Plan #19144.

2) PRICE

The proposal should include a price per tillable acre for the Leased Area. The lease agreement will include a provision that the price shall increase annually by the sum of any increase in the Bureau of Labor Statistics Consumer Price Index – All Urban Consumers – Northeast Region (the Northeast Region Consumer Price Index).

3) CONSERVATION PLAN & RIPARIAN BUFFER

The successful proposer shall be required to provide to the City of Concord, prior to the commencement of the lease, an operational Conservation Plan as required by Section 2.A.ii of the Conservation Easement. The Plan needs to be prepared in cooperation with the Natural Resources Conservation Services (NRCS) and approved by the Merrimack County Conservation District as required by the Easement. The Plan needs to provide a general

overview of farm operations, including crop types and rotations and shall address the following goals:

- Maintenance of soil volume and productivity in a manner that keeps soil loss at or below tolerable limits according to USDA standards for soil loss tolerance;
- Agricultural management conducted in accordance with NRCS, Department of Agriculture, UNH Cooperative Extension, and Markets and Food Manual of Agricultural Best Management Practices (BMP's);
- Protection of soil, water, air, plants, and animals as specified in the NRCS Field Office Technical Guide; and
- General overview of farm operations including crop types, crop rotations, cover cropping, diversions, irrigation water management, nutrient management, pest management, waste utilization, and protection of riparian zone.

The Conservation Easement contains specific provisions for a Riparian Buffer, which includes the land within 100 feet of the current mean annual high water mark of the Merrimack River. The land that is not currently in agricultural use or does not contain irrigation equipment needs to remain in a natural vegetated condition throughout the term of the lease. The Lease Area cannot be extended into the vegetated areas within the Riparian Buffer.

4) TERMS OF LEASE

The initial term of this lease will be for ten (10) years. Thereafter, the successful proposer or "Lessee" will have the right to renew the lease agreement, provided the lessee is not in default under the lease, for four (4) successive terms of five (5) years each for a total renewal period of (20) years.

The Lessee will be responsible for paying all real estate taxes, maintenance, and insurance on the Leased Area, and will also be responsible for the maintenance of reasonable access for vehicles and equipment, from Lock Road to the Leased Area via West Locke Road.

The Lessee will also have the right to sublease a portion of the Leased Area to a related agricultural business entity, with written consent of the City of Concord. The City will review the request and approve subject to the consistency with the Conservation Plan and terms of the Conservation Easement. The area to be subleased shall not exceed 30 acres, and the Lessee entering into the Lease agreement will be responsible for the payment of rent as specified in the lease.

5) PUBLIC ACCESS

The Leased Area shall be available for use by pedestrian and non-motorized vehicular public recreational access, consistent with the terms of the Conservation Easement. Recreational use within the Leased Area is generally limited to walking on the existing farm road. Public access

may be restricted during harvesting, pesticide/herbicide application, fertilizing, or other farming outlined in the Conservation Easement and/or Conservation Plan. The Lessee will agree to work in good faith to resolve any issues with respect to public recreational access to the Leased Area. The use of motorized vehicles by the general public within the Leased Area is prohibited.

6) EVIDENCE OF FINANCIAL CAPABILITY

The successful proposer must provide proof of a financial commitment within 30 days of being selected.

7) INSURANCE

The successful proposer will be required to procure and maintain insurance in the types and amounts as detailed on the enclosed Insurance Requirements for all Proposers and will be required to provide, prior to the commencement of the Lease, a certificate of general liability insurance naming the City of Concord as additional insured. The Lessee will be required to maintain such insurance coverage during the term of the Lease and shall be required to deliver to the City an updated certificate of insurance annually.

8) APPLICATION PROCESS

Timetable for Submission - Proposals will be accepted by the Purchasing Manager on or before 2:00 PM on February 17, 2012.

Receipt and Review of Proposals – One original and five (5) identical copies of the proposal shall be delivered to the Purchasing Manager, Combined Operations & Maintenance Facility, 311 North State Street, Concord, New Hampshire, 03301. A proposal will be selected based on the material contained in the proposal and any subsequent data requested by the City. After all of this information has been submitted and reviewed, a proposal will be selected contingent upon: (1) the submission of any additional documentation requested by the City; (2) execution of legally binding agreements requiring the proposer to honor the commitments made in his/her proposal. Please be advised that all proposals shall be considered confidential and not available for public review until after a proposer has been selected.

9) CONTENT OF PROPOSALS

One (1) original and five (5) identical copies of the proposal shall be submitted. It is the intent of the City that the lease of the property shall be awarded only to a responsive and responsible proposer. The following information must be included in the proposal in order for the proposer to be considered responsive:

A. Description of the proposer including:

- i. Legal name and address;
- ii. Primary business if not an individual;

- iii. Legal signature of individual or business principal;
- iv. Description of proposed agricultural uses and farming methods;
- v. Description of consistency of agricultural uses with the Conservation Easement; and
- vi. Reference for agricultural practices.

B. Description of the proposer's financial capabilities including:

- i. Names and addresses of any participants;
- ii. Personal financial statement;
- iii. Qualified references as to financial responsibility; and
- iv. Estimated time schedule for completing the acquisition.

C. Proposal Sheet

- i. The proposal should include a price per tillable acre for the Leased Area as detailed on the proposal sheet.

D. Required City Forms

- i. Specifications Exception Form
- ii. Alternate Form W-9
- iii. Indemnification Agreement
- iv. The successful proposer shall be required to provide his/her firm's insurance certificate, meeting the minimum required types and levels of coverage as detailed by this RFP, that names the City of Concord as additional insured.

E. The City of Concord reserves the right to waive any formality, informality, information, and/or errors in the proposals submitted and also reserves the right to reject any or all proposals at its discretion, to accept the proposal which may be in the best interest of the City, or to sell on the open market if it is considered in the best interest of the City to do so. Evaluation criteria will include:

- i. Responsiveness and clarity of the proposal;
- ii. Ability and willingness of the proposer to manage the land in manner that is consistent with the terms of the Conservation Easement;
- iii. Ability of the proposer to carry out the financial commitments of the proposal;
- iv. The commitment of the proposer to meet the goals specified in Section 4, Conservation Plan and Riparian Buffer; and
- v. Proposed Price and terms of proposer.

10) GUIDELINES FOR PROSPECTIVE PROPOSERS

It is the policy of the City that the Lease shall be awarded only to a responsive and responsible proposer. In order to qualify as responsible, a proposer must meet the following standards as they relate to this request:

- A. Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- B. Be able to provide a Conservation Plan and demonstrate a commitment to managing the land in manner that is consistent with the terms of the Conservation Easement;
- C. Have a demonstrated satisfactory record of performance; and
- D. Adhere to the specifications of this proposal and provide all documentation required of this proposal.

11) GENERAL TERMS AND CONDITIONS

PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the proposer or their 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 **ninety (90) 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 Division no later than **seven (7) calendar days** before the RFP due date to be considered. Any changes to the RFP will be provided to all Proposers of record.

The proposer shall not divulge, discuss, or compare his proposal with other proposers and shall not collude with any other proposers or parties to a proposal whatever. (Note: No premiums, rebates, or gratuities are 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 proposer 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.

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 Manager. Negligence on the part of the proposer in preparing a proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for a period of **ninety (90) calendar days** after the date of opening indicated herein or as modified by addenda.

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 Purchaser has been selected.

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 (with a current legal address 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 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;
- 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 and experience of the proposer and the proposer's price proposal. The proposer selected will be the most qualified and not necessarily the proposer with the highest price.

The City of Concord reserves the right to waive any formality, informality, information and/or errors in the proposals submitted and also reserves the right to reject any or all proposals at its discretion, to accept the proposal which will be in the best interest of the City, or to sell 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.

CONTRACT AWARD PROTEST POLICY AND PROCEDURE:

The City's Contract Award Protest Policy and Procedure can be viewed on-line at www.concordnh.gov/Purchasing.

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 proposer shall consist of the RFP and any amendments thereto and the proposer's proposal in response to the RFP. In the event of a conflict in language between the documents 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 proposer, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the proposer's proposal. In all other matters not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that his/her 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 within ten (10) calendar days from the date mailed or otherwise delivered to the successful proposer.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the successful proposer, the City shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the proposer. Delivery of the fully executed agreement to the proposer 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, at the date and time agreed upon by the City and the successful proposer shall be just cause for cancellation of the award and forfeiture of all deposits.

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. 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 proposer shall fail to furnish in a timely and proper manner its obligations under any contract, or if the proposer 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 proposer of such termination.

Notwithstanding the above, the proposer 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 proposer 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 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.

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.

PAYMENT:

The purchase price is payable at the time the Lease is executed.

TAX:

The proposer will be responsible for paying taxes on the Lease pursuant to RSA 72:23.

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.

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 States Postal Service or delivered in hand to the parties as stated in the contract.

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS are 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 any subsequent contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

DISADVANTAGED BUSINESS ENTERPRISES:

The City hereby notifies all Proposers that it will affirmatively insure that in any contract entered into pursuant to this RFP, 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 resulting from this Request for Proposals shall obligate the successful proposer 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 proposer.

DEFINITIONS:

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

Proposers shall also mean vendors, offerers, bidders, contractor, or any person or firm responding to a RFP.

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

PROPOSER'S SUBMISSION CHECKLIST

In order to be considered responsive, each prospective proposer must submit the following documents, in **one (1) original and five (5) identical copies** as part of his/her proposal:

1. Description of the Proposer
2. Description of the Proposer's Financial Capabilities
3. Proposal Sheet
4. Specifications Exception Form
5. Alternate Form W-9
6. City of Concord Indemnification Agreement

The successful proposer must submit, prior to contract signing, his/her firm's insurance certificate (naming the City of Concord as an Additional Insured) that meets the minimum required types and levels of coverage

PROPOSAL SHEET

RFP17-12, Lease of City Owned Property off of West Lock Road, Concord, NH

Lease - In consideration for the rights and privileges granted by the proposed Agreement, I/We, _____ agree to pay to the City of Concord the following:

Lease Price of \$ _____ per tillable acre (_____ dollars)
(Figures) (Written)

For the lease of 80 acres of agricultural land located off of West Locke Road, Concord, New Hampshire. The schedule of payments for the purchase price shall be determined during the negotiation of the Lease agreement.

Evidence of Financial Capability – The successful proposer must provide proof of a financing commitment within 30 days of being selected as the successful proposer.

THE UNDERSIGNED ACKNOWLEDGES:

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

IN WITNESS WHEREOF, the undersigned authorized agent of the proposer agrees to pay the above schedule of payments if selected to be the Lessee of property off of West Locke Road, Concord, New Hampshire.

Witness	Signature
Witness	Signature
Date	Name of person signing (Persons if Joint Ownership) Position/Title
	Name(s) (Printed)
	Telephone
	Address

**City of Concord, New Hampshire
RFP17-12, Lease of City Owned Land Off of West Locke Road, Concord, NH
Insurance Requirements for All Proposers**

Additional Coverage is Required if Checked **Minimum Limits Required**

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000

- Occurrence
- Claims Made

Additional Coverage to Include

- Owners & Contractors' Protective – Limit NA
- Underground/Explosion and Collapse

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
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- Any Auto, Symbol 1
- Include Employees as Insured

Additional Coverage to include:

- Garage Liability NA
- Garage Keepers Legal Liability NA

Workers Compensation

NH Statutory including Employers Liability	
- Each Accident/Disease-Policy Limit/Disease-Each Employee	\$100,000/\$500,000/\$100,000

Commercial Umbrella

May be substituted for higher limits required above	NA
<input type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

Other

- 1. Professional/Errors & Omissions NA
- 2. Builders Risk – Renovation Form NA
- All Risk completed value form including Collapse NA
- Sublimit for Soft Cost Coverage NA

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

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.
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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)
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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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Part II	Certification
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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.

Sign Here	Signature of U.S. Person	Date:
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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 proposer 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 proposer 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.

PROPOSER _____

TAXPAYER IDENTIFICATION NUMBER _____

AUTHORIZED SIGNATURE _____

DATE _____

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.



Finance Department
Purchasing Division
Combined Operations & Maintenance Facility
 311 NORTH STATE STREET
 Concord, NH 03301
 (603) 230-3664 FAX (603) 230-3656

Reference: RFP 17-12

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 (RFP17-12) dated _____, 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: _____

.....

Proposer Name and Address: _____

Phone: () _____

 (Signature) (Typed/Printed Name & Title)

PROPOSAL EVALUATION FORM-ATTACHMENT A

FIRM: _____ DATE: _____

PROJECT: RFP17-12, Lease of City Owned Property Off of West Locke Road, Concord, NH

DEPARTMENT/DIVISION: Community Development Department-Planning Division

RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Proposal:</u>			
Responsiveness and Clarity of Proposal	5		
Proposed Price and Terms	15		
Ability and Willingness of Proposer to Manage the Land in Manner Consistent with the Terms of the Conservation Easement	10		
Ability of Proposer to Carry Out Financial Commitments of the Proposal	10		
Commitment of Proposer to Meet Goals Specified in Section 4, Conservation Plan and Riparian Buffer	10		
<u>Developer:</u>			
Relevant Experience, Qualifications and Record of Satisfactory Performance	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.