

RFP52-07

City of Concord, New Hampshire

Purchasing Division

AERIAL LIFT TRUCK

Prepared for, and in coordination with the

**GENERAL SERVICES DEPARTMENT
EQUIPMENT SERVICES DIVISION**

Contract Documents
Proposal Documents
Specifications

Firm: _____

**PROPOSAL DUE DATE/TIME: JUNE 1, 2007
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 engage the services of a qualified private firm to provide and deliver one (1) new aerial lift truck (6 wheel, 4x2, cab & chassis and aerial lift device with dumping "chip" box) for the Equipment Services Division of the General Services Department, City of Concord, NH. The firm submitting a proposal must be the authorized dealer in the State of New Hampshire for the manufacturer of the cab & chassis, the aerial lift (bucket) device and the dumping "chip" box. This aerial lift (bucket) truck will be used by the City's tree crew in the course of their work.

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 June 1, 2007** 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, City Hall, 41 Green Street, Concord, NH 03301** in a sealed envelope which is clearly marked,

"RFP34-07 AERIAL LIFT TRUCK"

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

Complete copies of RFP52-07 are available from the Purchasing Division, City of Concord, City Hall, 41 Green Street, Concord, NH 03301 (603-225-8530) or 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 on Page 27 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 in the Concord Monitor and periodically in other various publications, on Concord Cable Channel 17, and are posted publicly at (1) City of Concord, City Hall, 1st Floor, 41 Green Street, Concord, NH 03301 and (2) on the City of Concord web site at www.onconcord.com/purchasing.

CITY OF CONCORD, NEW HAMPSHIRE

Douglas B. Ross, Purchasing Agent

Date: _____

Proposal Due Date/Time: June 1, 2007 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 based on the qualifications and experience of the Proposer, the quality of the equipment/product/service to be

provided, the Proposer's ability to provide ongoing technical support, the Proposer's timeframe for providing the equipment/product/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.

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.

NON-RECRUITMENT OF PERSONNEL

During the term of the Agreement and for twenty-four (24) months thereafter, the City and the successful vendor party agree not to solicit or hire current or former employees without the other's prior written consent

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).

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.

RFP52-07, AERIAL LIFT TRUCK

MINIMUM SPECIFICATIONS FOR

6 WHEEL TRUCK (4X2), CAB AND CHASSIS

SCOPE:

Unit will be utilized as a City tree trimming and maintenance truck. Proposals for One (1) cab & chassis is requested.

CHASSIS: FRAME

- Frame shall accommodate a conventional cab, material aerial bucket unit with a dumping “chip” box.
- Frame heat treated alloy steel (120,000 psi yield) with a minimum section modulus of 20.
- Tow hooks, (2) front mounted inside rail, frame mounted.
- Bumper, front full width, aerodynamic steel.
- Frame, rear must accommodate a 10-ton pintle hook.
- Wheelbase shall be of such length to produce a “cab to axle” (c.a.) dimension of 138 inches, ± 2 inches.
- Chassis shall be capable of a 35,000 lb. Gross Vehicle Weight Rating.

FRONT AXLE:

- Front axle I-beam type 14,000-lb capacity.
- Front suspension – Leaf type springs, 14,000-lb capacity, with shock absorbers and rubber auxiliary springs.

REAR AXLE:

- Rear axle: Single reduction 23,000-lb capacity
- Driver controlled locking rear differential and “R” wheel ends
- Gear ratio shall be 5.57:1
- Rear suspension: Vari-Rate 23,500-lb capacity, with 4500-lb auxiliary rubber spring.

BRAKE SYSTEM:

- Brake system, Air dual system for straight truck application.
- Front and rear S cam with spring brake chambers.
- Front and rear auto slack adjusters.
- Front and Rear dust shields.
- ABS 4 channel.
- Parking brake control with warning light.

AIR SYSTEM:

- Air compressor-Bendix Tu-Flo 550. Air supply line through filter.
- Dual air gauges.
- Air dryer – heated, auto discharge mounted left side under cab, as not to interfere with aerial

- outriggers or PTO provisions.
- Air holding tanks will have manual drains with remote pull cords, for easy of operation.

WHEELS AND TIRES:

- Front rims, 22.5 x 8.25 steel, hub piloted, painted white.
- Rear rims, 22.5 x 8.25 steel, hub piloted, painted white.
- Front tires, (2) 11R22.5 XZE (Michelin) load range H, 16 ply.
- Rear tires, (4) 11R22.5 XZY-3 (Michelin) load range H, 16 ply.
- Power Steering (factory installed).

TRANSMISSION:

- Allison: Automatic 3500 RDS P
- Transmission cooler: external
- Transmission shift controller-push button type
- Allison spare input/output for rugged duty series RDS general duty trucks
- PTO Control, dash mounted, for customer provided PTO; Includes PTO switch, piping and wiring. Example: International code 60ABE.
- Transmission to accommodate electric over hydraulic PTO.
- Synthetic transmission fluid (factory filled).
- Allison "DOC" Software with associated translator box & cables to be included.

ELECTRICAL:

- 12 Volt Electrical System.
- Data link connector and **software** to troubleshoot engine/cab codes.
- 12 volt, power supply (cigar lighter type).
- Alternator to be pad mount, brushless, 12V., 135 Amp (Delco 34-SI).
- Three (3) maintenance free batteries, minimum CCA of 1950 total.
- Two-way radio wiring effects.
- Heavy-duty electric wipers, 2 speed with intermittent feature.
- Color coded wiring, continuously numbered.
- AM/FM Radio with CD and dual speaker system.
- Back-up Alarm.
- Easy access battery compartment, which will not interfere with aerial outrigger setup.
- Remote mounted easy access jump start studs.
- Heavy duty wiring throughout. Example: International Code 08HAB.

MULTIPLEX WIRING SYSTEM:

- Switch, Body Circuits, MID for Bodybuilder with (6) switches in instrument panel; one power module with 6 channel, 20 amp max per channel and 80 amp max output. Switches control the power module through multiplex wiring. Mounted battery box, back of cab.
- Body builder package mounted to the back of the cab at left frame; to include (at a minimum) sealed connectors for lights, power and ground.
- Two (2) indicator lights 1 for boom out of stow and 1 for outriggers deployed, including (audible alarm and interlock to parking brake). Example: International code 60AJD

- Must also accommodate remote mounted engine throttle/engine emergency kill controls.
- Electric trailer brake/lights accommodation package to rear of frame. Example: International code 08HAG

ENGINE:

- 255 horsepower, 660 lb-ft @ 1400 RPM, 6 cylinder “wet sleeve type” engine, DT466 or equivalent.
- Electronic Cruise Control.
- Coolant protection to (-40) degrees Fahrenheit.
- Fan drive viscous screw on.
- Engine shall have an exhaust brake, electronically activated.
- Electronically computer controlled engine shall have controlling functions, including but not limited to.

Engine shutdown/de-rate system with light and buzzer for: coolant temperature and engine oil pressure.

Programmable RPM limit, PTO mode.

Programmable max engine RPM.

Programmable PTO ramp rate.

Programmable vehicle speed mode PTO.

Example: International Codes

60ABE PTO Switch;

60AJH Throttle Wire;

12VYC Remote Engine Speed Harness;

12VXU Set Engine to Preset Mode.

Engine shall also have:

- Remote air intake restriction indicator.
- Cold starting aid, manifold grid heater.
- Block heater (socket to be mounted below drivers door) 1250 Watt, 120V.
- Premium hoses, A/C, heater and cooling (to have constant pressure clamps)

FUEL SYSTEM:

- Engine fuel primer, hand pump.
- Fuel tank (1) 50 gallon capacity, Right Hand (passenger’s) side mounted under cab.
- Fuel water separator.

EXHAUST:

- Single horizontal after treatment device frame mounted under cab, including vertical tailpipe, on the Left Hand (driver’s) side.
- Switch for exhaust, 2 position, lighted & latching, ON/OFF type, mounted in I/P; inhibits diesel particulate filter regeneration as long as switch is in ON position.

CAB-BODY:

- Steel cab; conventional cab design.

- Heavy duty heat and integral air conditioning system with cab air filter.
- Standard interior trim (grey).
- 18 in. diameter steering wheel with “tilt – telescoping” adjustable steering column.
- front mud flaps/inner splashguards
- Front wheel well fenders
- Cab suspension – air bag type.
- Driver and Passenger heated mirrors “breakaway type” with separate convex mirrors 7-8 in. –
- Right side convex “look down” mirror.
- Single air horn, frame mounted.
- Electric horn.
- Two (2) sun visors driver and passenger.
- Driver and passenger grab handles interior and exterior both sides.
- Seat, Driver: Air suspension, vinyl covered, with lumbar support.
- Seat, Two Man Passenger, vinyl covered, with under-seat storage compartment.
- Front hood fiberglass with chrome grill.
- Complete dash mounted gauge package including dual air gauges, tachometer, speedometer, voltmeter, oil pressure, engine temperature, engine hour meter and PTO Hour meter.
- Cab floor black rubber insulated matting.

PAINT:

- Cab and body DuPont Imron or equivalent, color: Dark Green, base coat/clear coat.
- Frame: urethane, black

WARRANTY:

- The vendor shall itemize cost for **extended warranties**, 100% parts and labor, for both the **engine** and the **transmission**. The vendor shall include a cost matrix (if one is available) showing the cost of the extended warranty versus the length of coverage. Literature of coverage and cost must be attached with each bid.

OPTIONS:

- The vendor shall itemize the cost of a factory installed 3000 watt 120 volt inverter, with the inverter being installed in the battery box (example: International “PowerPack 3”). The vendor shall state how this option affects the battery and alternator options and account for the cost difference in the option cost of the inverter.

DOCUMENTATION / TRAINING MATERIAL NEEDS:

At least one (1) parts manual (hard copy and electronic format), Two (2) operational and one (1) complete set of shop manuals (hard copy and electronic format) for cab, chassis and its components (i.e.: engine, transmission, differential and ABS system.)

A minimum of 4hrs of operational and 4hrs of mechanical training are required on the cab and chassis.

Each proposal submitted shall provide literature on various warranty packages not previously specified in the RFP specifications.

RFP52-07, AERIAL LIFT TRUCK

MINIMUM SPECIFICATIONS FOR

60' MATERIAL AERIAL LIFT DEVICE
WITH A 10 FOOT HYDRAULIC LIFT
MOUNTED WITH A CHIP BOX BODY

SCOPE:

Specifications for 60' Aerial Lift Device with a 10' Hydraulic Lift mounted with a Dumping Chip Box Body and Tool Boxes.

Dumping Chip Box Body, Tool Boxes, Cab Guard, Additional Body Equipment, Electrical Equipment and Overcenter Material Handling Aerial Lift Device shall all be mounted and installed on the Cab & Chassis described in a previous section of this RFP.

DUMPING CHIP BOX BODY:

Chip Box to be 132" long.

95" wide.

Height: 60".

All G-60 galvanized Material (Zinc Coated, Resists Rust) One piece design in body sides.

All wiring in conduit Sealed lexan lens lights meet FMVSS 108 specs.

Anti-sail mud flaps.

Chipper Air Exhaust Vents.

Hydraulic hoist with power take off - Class "C".

Ladder/Pruner Compartment: Roadside built in ladder compartment 12" Wide x 25" High with rear roller and internal security chain. 11" High pole pruner compartment above ladder compartment, both with common rear locking door.

Tailgate: 22 1/2" High curbside hinged, solid tailgate - 270 degree swing w/provisions to hold gate open in dumping position. Hinges include grease zerks.

Tool Box:

Made with galvanized Steel.

48" wide.

50" high.

93" long.

26 1/2" deep.

Double Vertical doors left side.

Two individual doors right side.

Through Compartment in the rear section of the box.

All tool boxes to be lighted with switch in cab.

Cab Guard:

Expanded Metal full coverage Cab Guard.

Grip Strut steps incorporated in cab guard for access to top.

Curbside access ladder to top of cab guard.

Additional Body Equipment:

Two Wheel Chock Holders one left one right.

Two Outrigger Pad Holders one left one right.

Two wooden outrigger pads.

One Pull out operators platform curbside.

T100 Pintle Hook.

Two safety eyes.

Grab handles for access to top of cab guard.

NON Skid Ferrox on top of compartments.

All steel sections of Dumping Chip Box Body, Tool Boxes and Cab guard shall be painted (one color) to match cab, with epoxy type paint (Dupont Imron or equivalent).

1- Fire extinguisher, ship loose.

1 – Triangle reflector kit, ship loose.

2 - Folding traffic cone holders mounted on front bumper.

ELECTRICAL EQUIPMENT, MOUNTED AND WIRED IN FUSED CIRCUITS:

ALL Marker Lights are Truck Lite or Equal.

Identification Equipment:

2 Red Side/ Rear Marker Lights on rear side of body.

2 Red Reflectors on rear side of body.

2 Red Reflectors on rear of body.

3 Red Identification Lights on rear.

1- Reflectors

30200R clearance and marker light

1- Trailer Socket, 6 Prong .

2 – Recessed Stop tail and turn lights, 40202R

2 – Recessed Back up lights, 40204.

1 - 15011 license plate light and bracket mounted at rear.

1- Amber Strobe mounted on top of chip box, switch in cab.

1 – Back up alarm.

2 - Remote Controlled GO Lights mounted on brush guard, controlled from the cab and also with wireless remote controls.

2 – 60360-A strobes mounted at rear, (2) two 60360-A strobes mounted in or under the front bumper, and (2) two 60360-A strobes mounted at or near the top front corners of the cab guard.

Use International Chassis switches or equivalent OEM switches for all lights and strobes.

OVERCENTER MATERIAL HANDLING AERIAL LIFT DEVICE:

Aerial Lift Device shall be of the articulating type with an upper and lower boom, mounted on a hydraulic lift.

Telescopic or combination telescopic/articulating unit is unacceptable.

Booms to be side by side configuration for low overall travel height and easy basket access.

Unit mounted behind the cab.

Stability by means of one set of "A Frame" outriggers, mounted directly behind the cab.

Outrigger controls, individual control valves mounted, one right and one left.

Chip Box Dump control located right side of body.

Pedestal and turntable shall be mounted behind the cab bucket to store over the cab.

Continuous and Unrestricted Rotation.

Shear Ball Bearing Rotation Turntable.

Rotation by Worm Gear Box with extended shaft for manual rotation of the turntable if necessary.

With Hydraulic lift retracted Aerial Device height shall be **60 ft.** measured from ground to the bottom of the basket; a working height of **65 ft.**

With Hydraulic lift Extended unit will have **70 Ft.** from ground to the bottom of the basket; a working height of **75 ft**

Hydraulic lift mounted transverse to chassis frame; requires only 40", mounted directly behind the cab.

Hydraulic Lift raises 10 ft. and keeps centerline of rotation in center of chassis.

Booms will operate with lift stored, fully raised and any position in between.

Removable Safety Guard around the hydraulic lift.

Lift shall be capable of withstanding maximum torque output by aerial device.

There shall be an individual control at the bucket and at the lower control station.

Minimum horizontal reach with lower boom at maximum articulation and upper boom horizontal is 44.9 ft..

Minimum horizontal reach with booms flat out is 49.9 ft.

Minimum Lower Boom Articulation is 120 degree above horizontal.

Minimum Upper Boom Articulation is 245 degree.

Upper Boom to be actuated by dual direct hydraulic cylinders. Actuation by chain, cable or walking link is unacceptable.

All hydraulic cylinders to have pilot safety check valves.

Fiberglass upper boom and lower boom insert to be rectangular for low deflection.

Lower boom to have fiberglass insert providing 20" of clear insulation.

Upper Boom to be fiberglass providing 13.3 ft. of clear insulation.

Hydraulic System - Full Pressure, Open Center.

35 Gallon Oil Reservoir including 35 gallons DTE-13 Oil, Strainer, Dip Stick and Shut-off Valve.

Pump direct mounted to Power Take Off.

Heavy Duty Power Take-off with Hot shift for world Transmission.

Red Light on dash to indicate when power take-off is engaged.

Fiberglass Basket must be mounted on street side of upper boom.

Basket Size - 24" x 30" x 40". With one molded step.

Tilting Bucket, manually operated.

Minimum Basket Capacity Rating is 350 lbs. in any position.

Shock-absorbing Basket Rest at rear of body.

Basket leveling system to include chains and fiberglass rods. Cable is unacceptable.

Auxiliary Ground Controls must override bucket controls in case of emergency. Located on top of curbside cabinets. Separate selector valve overrides upper controls.

Top Controls - Full Pressure, Open Center, **Individual Levers** with safety interlock. Control valves equipped with grooved spools for pin point spotting.

Separate Emergency Hydraulic Dump Control located adjacent to and independent of bucket controls; dumps all hydraulic bucket functions at basket.

Auxiliary Emergency Power Let Down System.

Boom Tip - Hoses going to basket to be contained within the boom. Exposed hoses not acceptable.

All covers at boom tip to be flexible polyethylene.

Two Independent Hydraulic Tool Lines - at bucket equipped with 3 position valve - Neutral, Pressure, Release - to release trapped pressure which facilitates connecting tool couplers; equipped with disconnect fittings.

Upper Boom Hold-down Strap.

Lower Boom Support at rear of chip box.

Demand Throttle Control at bucket.

Bucket Cover.

Bucket Liner rated.

Safety Harness, lanyard and "D" Ring Attachment.

Complete unit must be stable per A.N.S.I. A92.2-1990

Aerial Unit must be a Category "C" Unit rated at 46 KV per A.N.S.I. A92.2-2001.

All steel sections of the Aerial Lift Device shall be painted (one color) to match cab, with epoxy type paint (Dupont Imron or equivalent).

All fiberglass and plastic sections of the Aerial lift Device shall be white.

Dielectric test unit after installation.

OPTIONS AND ITEMIZED COSTS:

Vendor shall itemize the cost of providing and installing (2) duplex style weatherproof 120 volt outlets, one on each side of truck, tool box mounted. Said outlets to be of the "Ground Fault Interrupter" (GFI) type and the vendor shall wire them into the factory installed 3000 watt inverter.

WARRANTY:

The vendor shall provide literature on warranties provided by the manufacturers of the body and Aerial devices. The vendor should also provide any information on extended warranties available with an itemized price list.

DOCUMENTATION / TRAINING MATERIAL NEEDS:

At a minimum, the successful vendor must provide:

- Two (2) hard copy Operator's manuals;
- One (1) hard copy Maintenance manual;
- One (1) electronic format Maintenance manual;
- One (1) hard copy Service manual; and
- One (1) electronic format Service manual

A Minimum of Two (2) hrs of operational and Two (2) hrs mechanical training are required on the aerial device.

TRADE-IN:

The City may or may not trade-in its existing Aerial Lift truck. Proposers are asked to itemize their trade-in allowance figure.

Description of trade-in candidate:

Unit number 0068
1990 International Model 4900
vin.: 1HTSDTVN4LH230121
DT466, 210HP Diesel Engine
FS5106-A 6 speed manual transmission
12,000 lb. Front Axle
22,000 lb. Rear Axle (single speed)
32,000lbs. GVWR
11R-22.5 Tires
Power Steering
Air Brakes
Versalift Model V050RM Aerial Lift Device
Arbortech Dumping Chip Box Body & Tool Box
Current mileage: 58,000 approx.

An appointment may be made to see the trade-in candidate by calling the City's Fleet Manager, Robert LeBreux, at 603-228-2742.

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. Cab and Chassis Literature
6. Aerial Unit and Chip Box Body Literature.
7. Standard and Extended Warranty Literature for Cab and Chassis (including a cost vs. length of coverage matrix-if available) and Aerial Lift Device.
8. Statement explaining how the optional 300 watt 120 volt inverter affects the battery and alternator options and account for the cost difference in the optional cost of the inverter.

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

The successful Vendor shall provide, upon delivery of the vehicle, the following:

1. Cab & Chassis:

- A. Two Operational Manuals;
- B. One Complete Service and Repair Manuals (Shop Manuals) for Cab, Chassis and Components;
- C. One Service and Repair Manual (Electronic format);
- D. One Parts Manual (Hard copy with full illustrations);
- E. One Parts Manual (Electronic format); and
- F. Minimum of 4 Hours Operational and 4 Hours Mechanical Training

2. Aerial Lift Device and Chip Box Body:

- A. Two Operators Manuals (Hard copy);
- B. One Maintenance Manual (Hard copy);

- C. One Maintenance Manual (Electronic format);
- D. One Service Manual;
- E. One Service Manual (Electronic format); and
- F. Minimum 2 Hours of Operational and 2 Hours of Mechanical Training

BODYMODEL: _____

BODY IS: _____ IN-STOCK UNIT; _____ ORDERED UNIT

BODY YEAR OF MANUFACTURE: _____

BODY FACTORY WARRANTY PERIOD: _____

BODY FACTORY WARRANTY COVERAGE (i.e. parts, labor and travel):

BODY EXTENDED WARRANTY PERIOD: _____

BODY EXTENDED WARRANTY COVERAGE (i.e. Parts, Labor Travel etc): _____

BODY EXTENDED WARRANTY COST: _____

AERIAL UNIT MANUFACTURER: _____

AERIAL UNIT MODEL: _____

AERIAL UNIT IS: _____ IN-STOCK; _____ ORDERED

AERIAL UNIT YEAR OF MANUFACTURE: _____

AERIAL UNIT FACTORY WARRANTY PERIOD: _____

AERIAL UNIT FACTORY WARRANTY COVERAGE (i.e. parts, labor and travel):

AERIAL UNIT EXTENDED WARRANTY PERIOD: _____

AERIAL UNIT EXTENDED WARRANTY COVERAGE (i.e. Parts, Labor, Travel etc): _____

AERIAL UNIT EXTENDED WARRANTY COST: _____

3. TOTAL PRICE: CAB & CHASSIS, AERIAL LIFT DEVICE and CHIP BOX BODY (with tool boxes and cab guard):

_____ DOLLARS \$ _____
TOTAL PRICE WRITTEN FIGURES

OPTIONS:

a. Cost for factory installed 3000 watt 120 volt inverter and associated changes to battery & alternator package:

_____ DOLLARS \$ _____
TOTAL WRITTEN PRICE FIGURES

b. Cost for vendor to provide and install (2) 120 volt (GFI) duplex outlets:

_____ DOLLARS \$ _____
TOTAL WRITTEN PRICE FIGURES

NUMBER OF CALENDAR DAYS REQUIRED TO DELIVER AERIAL LIFT TRUCK AFTER RECEIPT OF ORDER (ARO). FAILURE TO DELIVER WITHIN THIS TIME FRAME MAY RESULT IN A PENALTY AMOUNTING TO 5% OF THE PURCHASE PRICE: _____

TRADE-IN ALLOWANCE:

1990 International Aerial Lift Truck with Aerial Lift Device, Chip Box Body, Tool Boxes and Cab Guard:

\$ _____

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

LOCATION OF DEALERSHIP: _____

LOCATION WHERE WARRANTY SERVICE WILL BE PERFORMED:

THE UNDERSIGNED ACKNOWLEDGES:

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

COMPANY: _____

SIGNED BY: _____

PRINTED OR TYPED NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

CELL PHONE NUMBER: _____ PAGER: _____

PRIMARY POINT OF CONTACT: _____

PLEASE FILL OUT, SIGN AND RETURN TO:

The City of Concord
Douglas B. Ross, Purchasing Agent
41 Green Street
Concord, NH 03301
603-225-8530

Due Date/Time: June 1, 2007 Not Later Than 2:00 PM

IN AN EFFORT TO BETTER REACH ALL PROSPECTIVE VENDORS, PLEASE ASSIST US BY PROVIDING AND RETURNING, WITH YOUR PROPOSAL, THE FOLLOWING INFORMATION:

HOW DID YOU LEARN ABOUT THIS REQUEST FOR PROPOSALS (RFP)? PLEASE CHECK ALL THAT APPLY:

- _____ LEGAL NOTICE IN THE CONCORD MONITOR
- _____ PURCHASING PAGE OF THE CITY INTERNET WEB SITE
- _____ ADVERTISEMENT ON CONCORD CABLE TV (CCTV-Channel 17)
- _____ POSTING ON CITY HALL BULLETIN BOARD
- _____ SUBSCRIPTION TO A CONSTRUCTION REPORTING SERVICE
Please identify the reporting service:_____
- _____ CITY SENT THE RFP TO MY FIRM
- _____ OTHER, PLEASE IDENTIFY:_____

THANK YOU FOR YOUR ASSISTANCE.

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.

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: Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/>	Exempt from backup withholding <input type="checkbox"/>
Address (number, street, and apt. or suite no.)	Requester's name and address (optional) City of Concord Finance Department 41 Green Street Concord NH 03301
City, state, and ZIP code	
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
RFP52-07, AERIAL LIFT TRUCK
Insurance Requirements for All Contractors**

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)	\$ 10,000

- Occurrence
- Claims Made

Additional Coverage to Include

<input type="checkbox"/> Owners & Contractors' Protective – Limit	NA
<input type="checkbox"/> Underground/Explosion and Collapse	

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
-----------------------	-------------

- Any Auto, Symbol 1
- Include Employees as Insured

Additional Coverage to include:

<input type="checkbox"/> Garage Liability	NA
<input type="checkbox"/> 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

<input type="checkbox"/> 1. Professional/Errors & Omissions	NA
<input type="checkbox"/> 2. Builders Risk – Renovation Form	
All Risk completed value form including Collapse	NA
Sublimit for Soft Cost Coverage	NA
<input type="checkbox"/> 3. Installation Floater (Equipment)	NA
<input type="checkbox"/> 4. Riggers Liability	NA
<input type="checkbox"/> 5. Environmental – Pollution Liability	NA
<input type="checkbox"/> 6. Aviation Liability	NA
<input type="checkbox"/> 7. Watercraft – Protection & Indemnity	NA

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

NOTICE OF AWARD

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP52-07

PROJECT: Aerial Lift Truck

CITY CONTRACT NO.: RFP52-07

CONTRACT FOR: Aerial Lift Truck

You are notified that your Proposal for the above Contract has been considered and accepted for you to provide and deliver one (1) new aerial lift truck. All terms, conditions, specifications and prices shall be in accordance with the **CITY'S** Request for Proposals (RFP52-07) and the **VENDOR'S** proposal opened on **June 1, 2007**.

The Contract Price of your contract, shall be the following not-to-exceed price:

_____ Dollars (\$ _____)

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within **ten (10) calendar days** of the date of this Notice of Award, which is by _____. You must deliver to the **CITY**:

1. One fully executed counterpart of the Agreement;
2. Your insurance certificate, which meets the minimum required levels of coverage, naming the **CITY** as an additional insured.

Failure to comply with these conditions within the time specified will entitle the **CITY** to consider your proposal abandoned and to annul this Notice of Award.

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

CITY OF CONCORD, NEW HAMPSHIRE_____
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING AGENT_____
(TITLE)

Copy to: FLEET MANAGER

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ by
and between The City of Concord, New Hampshire, hereinafter called the “**CITY**” and
_____, doing business as (an individual) or (a partnership) or
(a corporation), hereinafter called the “**VENDOR**”.

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

1. The **VENDOR** will commence to provide and deliver one (1) new aerial lift truck to the **CITY’S** General Services Department. All terms, conditions, specifications and prices shall be in accordance with the **CITY’S** Request for Proposals (RFP52-07) and the **VENDOR’S** proposal response opened on **June 1, 2007**.
2. The **VENDOR** will furnish all of the material, supplies, tools, equipment, labor and other services necessary to provide and deliver the aerial lift truck as detailed by RFP52-07.
3. The **VENDOR** will commence the work required by the **CONTRACT DOCUMENTS** on _____. Completion time for this **AGREEMENT** shall be not later than _____ calendar days thereafter.
4. The **VENDOR** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the not-to-exceed prices provided with the cost proposal submitted by the **VENDOR**. The contract price for the aerial lift truck shall be the following not-to-exceed price:

_____ Dollars
(\$_____)

5. The term “**CONTRACT DOCUMENTS**” means and includes the following:
 - (A) REQUEST FOR PROPOSALS RFP52-07 DATED _____
 - (B) RFP52-07 PROPOSAL RESPONSE DATED _____
 - (C) CITY OF CONCORD REQUIRED CONTRACT FORMS
 1. SPECIFICATIONS EXCEPTION FORM
 2. ALTERNATE FORM W-9
 3. INDEMNIFICATION AGREEMENT
 4. INSURANCE CERTIFICATE
 - (F) LETTER OF AWARD DATED _____
 - (D) NOTICE OF AWARD DATED _____
 - (E) AGREEMENT

(F) NOTICE TO PROCEED
(G) **CITY PURCHASE ORDER**
(H) ADDENDA NO. _____ DATED _____

6. The **CITY** will pay the **VENDOR** in the manner and at such times as set forth in the General Terms and Conditions such amounts as required by the **CONTRACT DOCUMENTS**.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, Executors, administrators, successors and assigns.

IN WITNESS HEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

CITY:
CITY OF CONCORD, NEW HAMPSHIRE

BY _____

Name/Title: Douglas B. Ross, Purchasing Agent

(SEAL)

ATTEST:

Name _____

Title _____

VENDOR:

By _____

Name _____
(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____
(Please Type)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP52-07

PROJECT: Aerial Lift Truck

CITY CONTRACT NO.: RFP52-07

CONTRACT FOR: Aerial Lift Truck

(Name of Vendor)

You are notified that the Contract Time under the above contract will commence to run on _____ . By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of completion for this contract shall be no later than _____ calendar days thereafter.

Before you may start any Work the General Terms and Conditions provides that you must deliver to the CITY:

1. Certificates of insurance, naming the **CITY** as additional insured, which you are required to purchase and maintain in accordance with the Contract Documents.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING AGENT
(TITLE)

Copy to FLEET MANAGER

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: RFP52-07

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 (RFP52-07, Aerial Lift Truck) 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: RFP52-07, AERIAL LIFT TRUCK

DEPARTMENT/DIVISION: GENERAL SERVICES DEPT/EQUIPMENT SERVICES

RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Proposal:</u>			
Responsive-Provided Required Documents	5		
Cost (Base and Itemized)	15		
Delivery Time	10		
<u>Equipment</u>			
Meets/Exceeds Specifications	10		
Standard and Extended Warranty	10		
<u>Firm:</u>			
Record of Satisfactory Performance	10		
In-house Capabilities for Service	10		
Responsible (Per RFP General Terms & Conditions)	10		
Location	5		
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.