

**RFP 31-08**

City of Concord, New Hampshire

Purchasing Department

**CONCORD MUNICIPAL AIRPORT  
REQUEST FOR PRIVATE COMMERCIAL BUILDING DEVELOPMENT PROPOSALS  
FOR CITY OWNED LAND LEASE**

Prepared for, and in coordination with the

**COMMUNITY DEVELOPMENT DEPARTMENT  
BUSINESS DEVELOPMENT DIVISION**

Contract Documents  
Proposal Documents  
Specifications

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

**Proposal Due Date/Time: June 10, 2008 not later than 2:00 PM**

**Mandatory Pre-Proposal Meeting May 27, 2008 at 10:00am**



# City of Concord, New Hampshire

## PURCHASING DIVISION

41 GREEN STREET  
CONCORD, NH 03301  
(603) 225-8530 FAX: (603)230-3656

### REQUEST FOR PROPOSALS

The City of Concord, New Hampshire seeks a qualified private firm to submit to the City a proposal to lease land adjacent to the Concord Municipal Airport to develop private commercial building/s. The successful firm must be lawfully engaged in providing these development services in the State of New Hampshire.

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

Proposals must be received **no later than 2:00 PM on June 10, 2008** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted in a sealed envelope which is clearly marked,

“RFP31-08

#### CONCORD MUNICIPAL AIRPORT REQUEST FOR PRIVATE COMMERCIAL BUILDING DEVELOPMENT PROPOSALS FOR CITY OWNED LAND LEASE”

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 RFP31-08 are available from the Purchasing Division, City of Concord, City Hall, 41 Green Street, Concord, NH 03301 (603-225-8530).

All interested proposers are required to attend a **mandatory** on-site pre-proposal meeting and site walk at the New Hampshire Civil Air Patrol Offices at 51 Airport Road with Kenneth G. Lurvey, Business Development Coordinator at **10:00 A.M. on May 27, 2008**.

**All statements 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 called for and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive subject for disqualification.

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

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

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

CITY OF CONCORD, NEW HAMPSHIRE

\_\_\_\_\_  
Douglas B. Ross, Purchasing Agent  
Date: \_\_\_\_\_

**Proposal Due Date/Time: June 10, 2008 not later than 2:00 PM**

TABLE OF CONTENTS

<u>Item</u>	<u>Description</u>	<u>Page</u>
	Letter of Request for Proposals .....	2
I.	Overview ... ..	5
II.	Site Description .....	6
III.	Conditions of Offer .....	9
IV.	Aerial Approaches .....	10
V.	Appurtenant Privileges .....	10
VI.	Term of Lease.....	11
VII.	Default and Termination .....	11
VIII.	Assignment.....	12
IX.	Nondiscrimination .....	13
X.	Requirements of the United States .....	14
XI.	Non-Competition/Additional Permission Required .....	14
XII.	Disclaimer of Liability .....	14
XIII.	Indemnification .....	14
XIV.	Lessee as Independent Contractor .....	14
XV.	Payments .....	14
XVI.	Disagreements and Disputes .....	15
XVII.	Application Process.....	15
XVIII.	Content of Proposals .....	15
XIX.	Guidelines for Prospective Contractors.....	15
XX.	Limitations .....	17
XXI.	Revisions to the Request for Proposals .....	18
XXII.	Technical Evaluation.....	18

Enclosures:

1.	General Terms and Conditions.....	19
2.	Proposer’s Submission Checklist.....	27
3.	Proposal Sheet.....	28
4.	Specifications Exception Form .....	29
5.	Alternate Form W-2.....	30
6.	City of Concord Indemnification Agreement .....	31
7.	City of Concord Insurance Requirements .....	32
8.	Airport Plan Titled “Concord Municipal Airport Ultimate Airport Layout Plan..... Drawing of the Concord Municipal Airport Master Plan Update	33
9.	No-Proposal Questionnaire .....	34

CONCORD MUNICIPAL AIRPORT  
REQUEST FOR PROPOSALS

**I. OVERVIEW**

The City of Concord has certain lands available adjacent the Concord Municipal Airport upon which private commercial buildings may be constructed. The site has been identified by the Concord Airport Advisory Committee to be made available on a long-term lease basis to private individuals or corporations for the construction of a private commercial buildings and motor vehicle parking permitted by the City's "Zoning Ordinance adopted November 29, 2001 and as subsequently amended.

The City recently completed the construction extending Regional Drive to Route 106 to the East and to Airport Road and Old Turnpike Road to the West. This connection has created direct access from the Airport to Interstate 93 at Exit 13 and Interstate 393 via Route 106.

The New Hampshire Wing Civil Air Patrol currently leases 25,000 square feet of this land for the building they own which houses their headquarters and training facilities. The building is one story with 1,800 square feet on the first floor; 440 square feet of finished basement; 1,360 square feet unfinished basement and 85 square feet unfinished utility storage. Development proposals must address providing a long term affordable location for the New Hampshire Wing Civil Air Patrol Headquarters and Training Facilities either on site or off site. Potential Proposers should meet with Colonel Donald Davidson, Commander, Civil Air Patrol Inc. New Hampshire Wing, or his designee, 51 Airport Road, prior to submitting a proposal to assure the proposer understands the Civil Air Patrol space needs. Addressing the Civil Air Patrols space needs will be a critical factor in the City's selection of a developer for this site.

The site also contains a vacant one story brick building on approximately 30,000 square feet of land. The land is offered as part of the RFP. The successful proposer shall be responsible for all demolition and site clearance.

The site was identified in the May 2006 "Airport Master Plan Update" as future "turf parking lot for overflow automobile and fan parking lot". Proposals should address how this could be accomplished as turf or paved parking and be compatible with the proposed development.

The site contains approximately 8 acres of which about one-third is encumbered by the Airport Runway Protection Zone. No buildings can be obstructed within this land area, however, parking and

required zoning setbacks may be allowed. All building heights on the developable land will be limited to City Zoning and FAA air space restrictions.

The site also abuts the State Military Reservation located at 4 Pembroke Road. All security and setback requirements will need to be addressed in the proposal.

By offering this site for development, the City hopes to achieve the following goals:

- A. To increase commercial activity in and around the Concord Municipal Airport (CMA).
- B. To increase aircraft-related services at CMA.
- C. To maximize the contribution of CMA to the City’s economic base.
- D. To maximize private investment at CMA in order to increase the City tax base.
- F. To provide a long term affordable location for the New Hampshire Wing Civil Air Patrol Headquarters and Training Facilities.
- G. Create a turf or paved parking lot for overflow automobile and fan parking lot.
- F. To minimize conflicts between activities at CMA and the surrounding neighborhood.

**II. SITE DESCRIPTION**

Location ..... Northwesterly Quadrant at the corner of Airport Road and newly constructed Regional Drive adjacent to the Concord Municipal Airport. Please see attached map (Exhibit A) for more detail.

Site Plan of Existing Conditions... See attached map (Exhibit A) for a site plan of the existing conditions.

..... A digital copy of the site plan with the existing conditions with pertinent GIS data will be made available to all perspective proposers. The digital site plan contains the known existing conditions of the land offered for proposals including boundaries, buildings, fences, roads, water, sewer, and electric lines. It also depicts FAA required setbacks. The site plan is not to be construed as an accurate survey of existing conditions. The digital site plan is available for proposers to prepare conceptual plans to respond to the RFP. All locations and dimensions need to be confirmed by the proposer’s surveyor prior submitting subdivision and site plans to the Planning Board.

Mandatory Pre-proposal Meeting and Site Walk

..... All interested proposers are required to attend a mandatory on site pre-proposal meeting at the New Hampshire Wing Civil Air Patrol building and an on site walk with at **10:00 A.M. on Tuesday, May 27, 2008** to review the RFP and the site.

Size..... The site contains approximately 8 acres of which about one-third is encumbered by the Airport Runway Protection Zone. No buildings can be obstructed within this land area, however, parking and required zoning setbacks may be allowed. All building heights on the developable land will be limited to City Zoning and FAA air space restrictions.

Protection of Conservation Zones

..... (CZ) The City has a “Development and Conservation Agreement” with US Fish and Wildlife, NH Fish and Game and NH Natural Heritage Inventory that requires the City and all contractors at the Concord Municipal Airport to avoid any activity that would adversely effect the State and Federal Threatened and Endangered Species in the designated Conservation Zones (CZ). Construction equipment must not travel on or over, or in any way disturb the vegetation or habitat in the Conservation Zones that abut Development Zones 3 and 4. Contractors will be required to construct a temporary protective fence along the border of any construction that abuts a Conservation Zone.

Zoning..... Institutional District (IS)

Soil Type..... Sandy clay, generally dry to approximately 25 ft.

Access ..... Access to the site is from Airport Road. No access will be allowed from Regional Drive.

Utilities.....City Water and Sewer, as well as electric power, telephone, and fire alarm services are available adjacent to the site.

It shall be the responsibility of the developer to upgrade, construct additional or extend required utilities to the project site. Lessee

shall be responsible for all building services. Utilities shall be built to City of Concord construction standards.

Vehicle Parking.....Parking should be proposed in accordance with the City Zoning Ordinance for the specific development uses proposed and for a turf or paved parking lot for overflow automobile and fan parking lot for Airport functions and activities.

Building Height Limit All building heights on the developable land will be limited to City Zoning and FAA air space restrictions. The building height limit may be further restricted by the Airport Master Plan and Airport Layout Plan depending on the location of the proposed buildings to assure no structure penetrates any surface restrictions therein.

Setback Requirements..... All buildings and improvements must comply with the City's Zoning Ordinance.

Site Plan and Architectural Design Review  
..... All proposed improvements to the site will be subject to Site Plan review by the Concord Planning Board and its Architectural Design Review Committee. The successful proposers will submit the Site Plan for Planning Board approval. The Lessee shall be responsible for expenses occurred for City, State, Federal approvals and permits.

Subdivision.....Because a land lease needs to be approved by the Planning Board as a subdivision all proposers will be required to submit a surveyed plan meeting all the City's subdivision ordinance requirements if their proposal is accepted. Once approved by the Airport Advisory Committee and the City Council, the proposers will be responsible for submitting the Subdivision to the Planning Board.

F. A. A. Approval.....All structures to be constructed on leased site must be approved by the Federal Aviation Administration vis-à-vis radar reflectivity. The selected proposer shall submit F. A. A. Form 7460-1 (8-85), Notice of Proposed Construction or Alteration,

and receive approval from FAA prior to commencing construction.

Building Codes..... All construction shall be performed to the 2006 edition of the International Code Council (ICC) and to current, building, fire prevention, plumbing, mechanical NFPA, electrical, and life safety codes as applicable.

Construction Quality..... The proposed buildings shall be of a quality equal or greater than the existing Hangar # 4 as on Airport Ultimate Layout Plan as Number 5 or existing T-Hangars designated as on Airport Ultimate Layout Plan as Numbers 7 & 8.

Taxiway and Apron..... Construction to current standards of a paved taxiway connecting to the discontinued Runway 21 to a paved apron area for outside parking and aircraft maneuvering will be necessary at the expense of the proposer.

Multiple Proposals..... The site is large enough for five separate proposals to be developed if they all met the minimum lot size. Depending on the size of each proposal, multiple proposals may be approved if each meets the minimum standards and commit to pay fair market value for the land lease. Proposers are required to coordinate with other known proposers to avoid overlaps of the land to be developed, to assure access drives are compatible and to work out cost sharing for common infrastructure serving the sites.

**III. CONDITIONS OF OFFER**

A. Unless approved in writing by the Concord Airport Advisory Committee, all activities conducted on site will be limited to those permitted by the “Minimum Standards and Procedures for Concord, New Hampshire, Municipal Airport”, as amended on September 8, 1986, a copy of which is available from the Economic Development Office, City Hall, 41 Green Street (603-225-8595). Lessee will comply with all standards provided therein, including insurance requirements. Any future changes in use will also be in conformity with the Minimum Standards and Procedures then in effect.

B. The proposal shall be a building or buildings occupying no less than 20% of the land area leased.

C. Lessee, heirs or assigns, shall be responsible to pay all real estate taxes for the Municipal, School, County, and State Education on all land leased and buildings constructed based on the full ad

valorum(market value) assessed value regardless of private, public, or non-profit status of the tenants or owners of the property.

- D. Lessee, heirs or assigns, will be responsible for all City, County, State and Federal taxes and assessments, now or in the future, arising out of or as a consequence of any activity conducted on site and not to permit any other lien, including mechanic's liens, to further encumber the leased premises, without prior written approval of the City. Lessee further agrees to not incur, create, assume or suffer to exist any mortgage, pledge, lien charge or other encumbrance of any nature whatsoever on the leased premises, without approval of the City. In the event any lien or encumbrance is placed against the property, Lessee shall provide notice to the City of the existence of such a lien and shall within thirty (30) days thereafter see to it that such lien or encumbrance is released from the premises.
- E. All maintenance including, but not limited to, painting, plowing, mowing, striping, etc. of buildings, motor vehicle parking areas, and grass area leased and all other facilities constructed by the Lessee will be Lessee's sole responsibility. Failure to provide adequate maintenance will be cause for termination of the balance of the lease and removal of all private facilities constructed on the site at no cost to the City.
- F. Lessee will, within thirty (30) days of notice of an approved lease from the City, enter into said lease in accordance with this Request for Proposals (RFP) and pay to the City three (3) months rent. Said rent deposit shall be forfeited to the City as liquidated damages if the proposer fails, within one hundred and eighty (180) days, to initiate and continuously pursue construction of the facilities described in this proposal. Upon completion of construction of the facilities and issuance by the City's Code Administration Department of the Certificate of Occupancy, the deposit will be returned to the Lessee or applied as a credit against future rent due.
- G. Because of the limited space adjacent to the runways and taxiways at the Concord Municipal Airport, the City reserves the right to reclaim any unused side-yard areas, subject only to the abatement of any rent on such areas, if it should deem such action to be in the best interest of future Airport development.
- H. Lessee agrees to relocate and modify the existing airport fence adjacent to the facility as applicable and necessary to assure proper airport security.
- I. No aircraft fuel shall be stored, dispensed, or sold on the leased property.
- J. No aircraft maintenance services shall be offered for hire on the leased premises.

#### **IV. AERIAL APPROACHES**

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be

erected, any building or other structure on or adjacent to the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft, including interference with electronic communications and directional equipment (i.e. radar).

**V. APPURTENANT PRIVILEGES**

- A. Use of Airport Facilities - Lessee shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aids, terminal facilities and aircraft parking areas designated by Lessor.
- B. Signs - During the term of the proposed Agreement, Lessee shall have the right, at its expense, to place in or on the premises a sign or signs identifying Lessee. Said sign or signs shall be of a size, shape and design, and at a location or locations, approved by Lessor, the Planning Board and Design Review Committee and in conformance with the Concord Zoning Ordinance and any overall directional graphics or sign program established by Lessor. Lessor's approval shall not be withheld unreasonably. Notwithstanding any other provision of the proposed Agreement, said sign(s) shall remain the property of Lessee. Lessee shall remove, at its expense, all lettering, signs and placards so erected on the premises at the expiration of the term of the proposed Agreement.
- C. Non-Exclusive Right - It is not the intent of the proposed Agreement to grant to Lessee the exclusive right to provide any services at any time during the term of the proposed Agreement. Lessor reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport which are identical in part or in whole to those granted to Lessee.

**VI. TERM OF LEASE**

The term of the lease shall be proposed in the response and subject to the provisions of section XV. PAYMENTS, subsection B. Re-negotiations of Rents and Fees as specified on page 10 and as specified on the Payment Proposal Sheet on page 15.

**VII. DEFAULT AND TERMINATION**

- A. Termination by Lessee - The proposed Agreement shall be subject to termination by Lessee in the event of any one or more of the following events:
  - 1. The abandonment of the Airport as an airport or airfield for any type, class or category of aircraft.
  - 2. The default by Lessor in the performance of any of the terms, covenants or conditions of the proposed Agreement, and the failure of Lessor to remedy, or undertake to remedy, to Lessee's satisfaction, such default for a period of thirty (30) days after receipt of notice from Lessee to remedy the same.

3. Damage to or destruction of all or a material part of the premises or Airport facilities necessary to the operation of Lessee's business.
  4. The lawful assumption by the United States, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to restrict substantially Lessee from conducting business operations for a period in excess of ninety (90) days.
- B. Termination by Lessor - The proposed Agreement shall be subject to termination by Lessor in the event of any one or more of the following events:
1. The default by Lessee in the performance of any of the terms, covenants or conditions of the proposed Agreement, and the failure of Lessee to remedy, or undertake to remedy, to Lessor's satisfaction, such default for a period of thirty (30) days after receipt of notice from Lessor to remedy the same.
  2. Lessee files for a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated bankrupt or if a receiver is appointed for the property or affairs of Lessee and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- C. Exercise - Exercise of the rights of termination set forth in Paragraphs A and B, above, shall be by notice to the other party within thirty (30) days following the event giving rise to the termination.
- D. Removal of Property - Upon termination of the proposed Agreement for any reason, except recapture under Paragraph F hereafter, Lessee, at its sole expense, shall remove from the premises all signs, trade fixtures, furnishings, personal property, equipment and materials which Lessee was permitted to install or maintain under the rights granted herein. If Lessee shall fail to do so within thirty (30) days, then Lessor may effect such removal or restoration at Lessee's expense, said Lessee agrees to pay Lessor such expense promptly upon receipt of a property invoice therefore. In addition, in the event of termination, the Lessee shall have one hundred twenty (120) days to remove any structures from the leased area or transfer them to a new Lessee acceptable to the City. Failure to comply with this provision will result in forfeiture of all improvements to the City as liquidated damages.
- E. Causes of Breach: Waiver
1. Neither party shall be held to be in breach of the Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control; provided, however, that the foregoing provision shall not apply to failures by Lessee to pay fees, rents or other charges to Lessor.

2. The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any such subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

**VIII. ASSIGNMENT**

Neither the lease to be entered into, nor any part thereof, may be assigned, transferred or subleased by Lessee, by process or operation of law or in any other manner whatsoever without the prior written consent of Lessor, which consent shall not be withheld unreasonably; however, said consent shall grant the City the right to re-negotiate the sales price or rent and fees provided in this Agreement as well as any conditions the City deems necessary.

**IX. NONDISCRIMINATION**

Notwithstanding any other or inconsistent provision of the proposed Agreement, during its performance, Lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration for the proposed Agreement, will covenant and agree, as a covenant running with the land, that:

- A. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in, the use of the premises;
- B. In the construction of any improvements on, over or under the premises, and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;
- C. Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.
- D. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the proposed Agreement and to re-enter and repossess the premises and hold the same as if the proposed Agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 have been followed and completed, including expiration of appeal rights.

**X. REQUIREMENTS OF THE UNITED STATES**

The proposed Agreement shall be subject and subordinate to the provisions of any existing or future agreements between Lessor and the United States, or any agency thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the Airport; provided, however, that Lessor shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the right of Lessee and to the premises, and to compensation for the taking thereof, interference therewith and damage thereto, caused by such agreement or by actions of Lessor of the United States pursuant thereto.

**XI. NON-COMPETITION/ADDITIONAL PERMISSION REQUIRED**

Lessee shall not engage directly or indirectly in any of the activities described in the City's Standards for Fixed Base Operators, as set forth in the Minimum Standards and Procedures for Concord, New Hampshire Municipal Airport without permission of the City and compliance with said standards.

**XII. DISCLAIMER OF LIABILITY**

Lessor will disclaim, and Lessee will release Lessor from any and all liability, whether in contract or tort (including strict liability and negligence), for any loss, damage or injury to the aircraft or other property of Lessee that may be located or stored on the leased premises, unless such loss, damage or injury is caused by Lessor's gross negligence. The parties will agree that under no circumstances shall Lessor be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss of revenue or anticipated profits or other damage related to the leasing of space under the proposed Agreement.

**XIII. INDEMNIFICATION**

Lessee agrees to indemnify, investigate, protect, defend and save harmless the Lessor, 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 lease or the lessee's occupation or use of the leased premises 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 Lessee in the performance of this lease or the Lessee's occupation or use of the leased premises. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the Lessor for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Lessor or its employees. This indemnification shall survive the expiration or early termination of this contract.

#### **XIV. LESSEE AS INDEPENDENT CONTRACTOR**

In conducting its business, Lessee will act as an independent contractor and not as an agent of Lessor. The selection, retention, assignment, direction and payment of Lessee's employees shall be the sole responsibility of Lessee, and Lessor shall not attempt to exercise any control over the daily performance of duties by Lessee's employees.

#### **XV. PAYMENTS**

A. Rent and Fees - In consideration of the rights and privileges granted by the proposed Agreement, Lessee agrees to pay to Lessor during the proposed term of the proposed Agreement the amounts specified on the accompanying Payment Proposal Sheet.

(Enclosure 1).

1. A rental fee for all land area leased. Proposers should note that the FAA requires all new leases to be at fair market value. The City will have an appraisal prepared to determine the fair market lease value prior to entering into a land lease with the selected developer. The selected proposer shall be responsible for all cost associated with the appraisal.
2. A five (5) percent penalty fee for late payments shall be assessed after the fifteenth (15<sup>th</sup>) day after the payment is due plus 1.5% each month thereafter. One hundred and twenty (120) days in arrears shall be cause for termination.
3. Rental fees are payable in monthly installments in advance.

B. Re-negotiation of Rent and Fees - The Lessor may, at the end of each five (5) year period during this Agreement, upon notice to the Lessee given at least one hundred eighty (180) days prior to the end of the five (5) year period, re-negotiate during the last six (6) months for any adjustments in rents and fees for the succeeding five (5) year period. It is understood and agreed that the adjustment in any such fee stated in dollars and cents shall be no less than the total percentage adjustment in the Consumer Price Index (U. S. Dept. of Labor, Bureau of Labor Statistics, Consumer Price Index, Urban Index, all items) during the preceding five (5) year rental period.

#### **XVI. DISAGREEMENTS AND DISPUTES**

See General Terms and Conditions

#### **XVII. APPLICATION PROCESS**

Timetable for Submission - Proposals will be accepted by the Purchasing Agent not later than 2:00 PM on May 2, 2008. Review Proposals - Fifteen (15) copies of the proposal shall be delivered to the Purchasing Agent, First Floor, City Hall, 41 Green Street, Concord, New Hampshire, 03301. A project will be selected based on the material contained in the proposal, the information provided at the interview (should the proposal reach that stage of the evaluation), 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; and (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 vendor has been selected.

## **XVIII. CONTENT OF PROPOSALS**

Fifteen (15) copies of the proposal shall be submitted. It is the intent of the City that the land lease 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:
  - 1. Legal name and address;
  - 2. Primary business;
  - 3. Previous experience in airport hangar operation or similar business;
  - 4. Interest in submitting proposal to the City of Concord;
  - 5. Legal signature of business principal.
- B. Description of the proposer's financial capabilities including:
  - 1. Names and addresses of any participants;
  - 2. Personal financial statement;
  - 3. Qualified references as to financial responsibility.
- C. Description of proposed development including:
  - 1. Preliminary plans showing front elevation and layout of interior areas;
  - 2. Preliminary site plan including property boundaries, proposed building location and dimensions, setback requirements and setbacks proposed, apron area, taxiways, auto parking, landscaping, access drive, improvements necessary to public roads, water, sewer, telephone, electricity, relocation of the security fence and location of access gate (if necessary);
  - 3. Detailed estimation of cost of all the improvements proposed in item C, 2 above;
  - 4. Detailed breakdown of all costs the proposer will pay and all costs the proposer expects the City to pay;
  - 5. Identification of any additional municipal services that might be necessary to provide support for the improvements and the anticipated costs of those services as they pertain to the improvements;
  - 6. if the proposal calls for a new passage through the fence, a description of how the security fence's integrity will be maintained at all times;

7. any circumstances relative to this proposal that would require assistance from the City to resolve such as zoning, subdivision, large scale development, site plan, architectural design review, Airport Master Plan or Airport Layout Plan, N. H. Aeronautics Division, or Federal Aviation Administration requirements or other issues foreseen by the proposers;
  8. Proposed management and marketing plan as applicable;
  9. Proposed construction schedule;
  10. Estimated time schedule for occupying or renting or selling hangar units, if applicable;
- D. Rents and fees proposed to be paid and term proposed by the proposer in a format provided with the "Proposal Sheet".
- E. All required City forms to include:
1. Specifications Exception Form
  2. Alternate Form W-9
  3. City of Concord Indemnification Agreement
  4. Insurance Certificate, meeting the minimum required types and levels of insurance coverage, that names the City as an additional insured.
- F. 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 may 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. Evaluation criteria will include, in addition to the criteria for being responsive and responsible, the following:
1. Responsiveness and clarity of the proposal;
  2. Experience and ability of the proposer to carry out the proposed Scope of Services;
  3. Ability of the proposer to carry out the financial commitments of the proposal;
  4. The commitment of the proposer to the Concord Municipal Airport and the Concord area;
  5. Proposed lease rents, fee terms and term of lease;
  6. The extent the proposer will share in the cost of any necessary public improvements;
  7. The degree of reliability in the proposal to maintain constant airport security.

**XIX. GUIDELINES FOR PROSPECTIVE PROPOSERS**

It is the policy of the City that the Land 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. Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- C. Be able to comply with the proposed or required time of completion or performance schedule;
- D. Have a demonstrated satisfactory record of performance; and
- E. Adhere to the specifications of this proposal and provide all documentation required of this proposal

**XX. LIMITATIONS**

This Request for Proposals (RFP) does not commit the City to enter into an agreement, to pay any costs incurred in the preparation of a proposal 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.

**XXI. REVISIONS TO THE REQUEST FOR PROPOSALS**

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

**XXII. TECHNICAL EVALUATION**

In the evaluation of the proposals, the City, at its discretion, may obtain technical support from outside organizations. The proposers agree to cooperate fully with the personnel of such organizations.

## GENERAL TERMS AND CONDITIONS

### PREPARATION OF PROPOSALS:

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

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

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

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

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

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

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

**Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted.**

### SUBMISSION OF PROPOSALS:

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

### WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the Proposer to the Purchasing Agent. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may

not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

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

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

**RECEIPT AND OPENING OF PROPOSALS:**

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

**PROPOSAL RESULTS:**

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

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

**TIE PROPOSALS:**

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

**LIMITATIONS:**

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

**PROPOSAL EVALUATION:**

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

**AWARD OF CONTRACT:**

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

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

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

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

**MODIFICATIONS AFTER AWARD:**

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

**CANCELLATION OF AWARD:**

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

**CONTRACT:**

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

EXECUTION OF AGREEMENT:

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

APPROVAL OF AGREEMENT:

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

FAILURE TO EXECUTE AGREEMENT:

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

DISQUALIFICATION:

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

INSURANCE:

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

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

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

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

WORKER'S COMPENSATION:

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

DISAGREEMENTS AND DISPUTES:

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

TERMINATION OF CONTACT FOR CAUSE:

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

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

TERMINATION FOR THE CONVENIENCE OF THE CITY:

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

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

ASSIGNMENT PROVISION:

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

OWNERSHIP OF REPORTS:

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

ASSIGNMENT OR SUB-CONTRACTING:

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

EXCLUSIVITY:

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

COSTS:

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

AUDIT:

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

INSPECTION & EVALUATION:

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

FUGITIVE DUST AND NOISE ORDINANCES

All work shall be conducted in conformance with Title I, General Code

1. Chapter 11, Public Nuisances, Article 11-3 Fugitive Dust: and
2. Chapter 13, Public Health, Article 13-6 Noise

FORCE MAJEURE:

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

NOTIFICATION:

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

## SEVERABILITY:

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

## PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposals and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Request for Proposals and Contract shall forthwith be physically amended to make such insertion or correction.

## ENERGY STAR® COMPLIANCE

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

## DISADVANTAGED BUSINESS ENTERPRISES

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

## NON-DISCRIMINATION

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

## 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.*

## PROPOSER'S SUBMISSION CHECKLIST

In order to be considered responsive, the following list of items must be submitted, **in one (1) original and fifteen (15) identical copies** (see also pages 16 & 17):

1. Description of the Proposer
2. Description of the Proposer's Financial Capabilities
3. Description of how developer will provide a long term affordable location for the New Hampshire Wing Civil Air Patrol Headquarters and Training Facilities.
4. Description of the Proposed Development
5. Rents and Fees Proposed (Proposal Sheet)
6. Commitment to Pay Taxes
7. Specifications Exception Form
8. Alternate Form W-9
9. Business and Taxpayer Identification Information Form
10. City of Concord Indemnification Agreement
11. Insurance Certificate

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

Proposal Sheet  
 RFP31-08  
 Concord Municipal Airport  
 Request for Private Commercial Building Development Proposals  
 For City Owned Land Lease

A. RENTS AND FEES In consideration for the rights and privileges granted by the proposed Agreement, I/We, \_\_\_\_\_ agree to pay to the City of Concord during the term of the proposed Agreement the following:

1. A rental fee of \$\_\_\_\_\_per square foot for \_\_\_\_\_ number of square feet or \$\_\_\_\_\_, (\_\_\_\_\_ dollars)  
(Figures) (Written)  
 per annum for all leased land area including vehicle parking .  
(Figures)  
 This fee is payable in monthly installments in advance. (\*)

2. Real estate taxes at the City's annual tax rate for all land leased including vehicle parking.

3. A five (5) percent penalty fee for late payments shall be assessed on the fifteenth (15<sup>th</sup>) day after the payment is due plus 1.5% each month thereafter. One hundred and twenty (120) days in arrears shall be cause for termination.

B. REAL ESTATE TAXES The successful lessee commits to pay all real estate taxes for the Municipal, School, County and State Education based on the full advolureum assessed value regardless of private, public, or non-profit status of the tenants or owners of the property.

C. TERM - The term of this Agreement shall be for \_\_\_\_\_ years.

IN WITNESS WHEREOF, the undersigned authorized agent of the proposer agrees to pay the above schedule of payments if selected to be the Land Lessee for the Concord Municipal Airport.

(\*) The minimum fee proposal is required if payment based on percentage of gross annual revenues is proposed.

Witness	Signature
Date	Name of person signing Position/Title
	Name of Company
	Telephone/Fax/Cell
	Email Address
	Address of Company
	City, State, Zip Code

CITY OF CONCORD, NEW HAMPSHIRE  
SPECIFICATIONS EXCEPTION FORM

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

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

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

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

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

Signed: \_\_\_\_\_

**I DO** meet specifications

Signed: \_\_\_\_\_

**I DO NOT** meet specifications as listed in this bid; exceptions are in the space provided.

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

Alternate Form  
**W-9**  
(rev 01/08)

## Request for Taxpayer Identification Number and Certification

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

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

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

Social Security number –	Employer identification number –
--------------------------	----------------------------------

<b>Part II</b>	<b>Certification</b>
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Under penalties of perjury, I certify that:

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

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

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

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer 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 Lessee agrees to indemnify, investigate, protect, defend and save harmless the Lessor (City), its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this lease or the lessees occupation or use of the leased premises 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 Lessee in the performance of this lease or the Lessee's occupation or use of the leased premises. 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 response may result in your proposal being rejected as unresponsive.

City of Concord, New Hampshire  
RFP31-08  
**CONCORD MUNICIPAL AIRPORT**  
**REQUEST FOR PRIVATE COMMERCIAL BUILDING DEVELOPMENT PROPOSALS**  
**FOR CITY OWNED LAND LEASE**  
**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
<input type="checkbox"/> Occurrence	
<input type="checkbox"/> 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	\$ 500,000
	\$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**

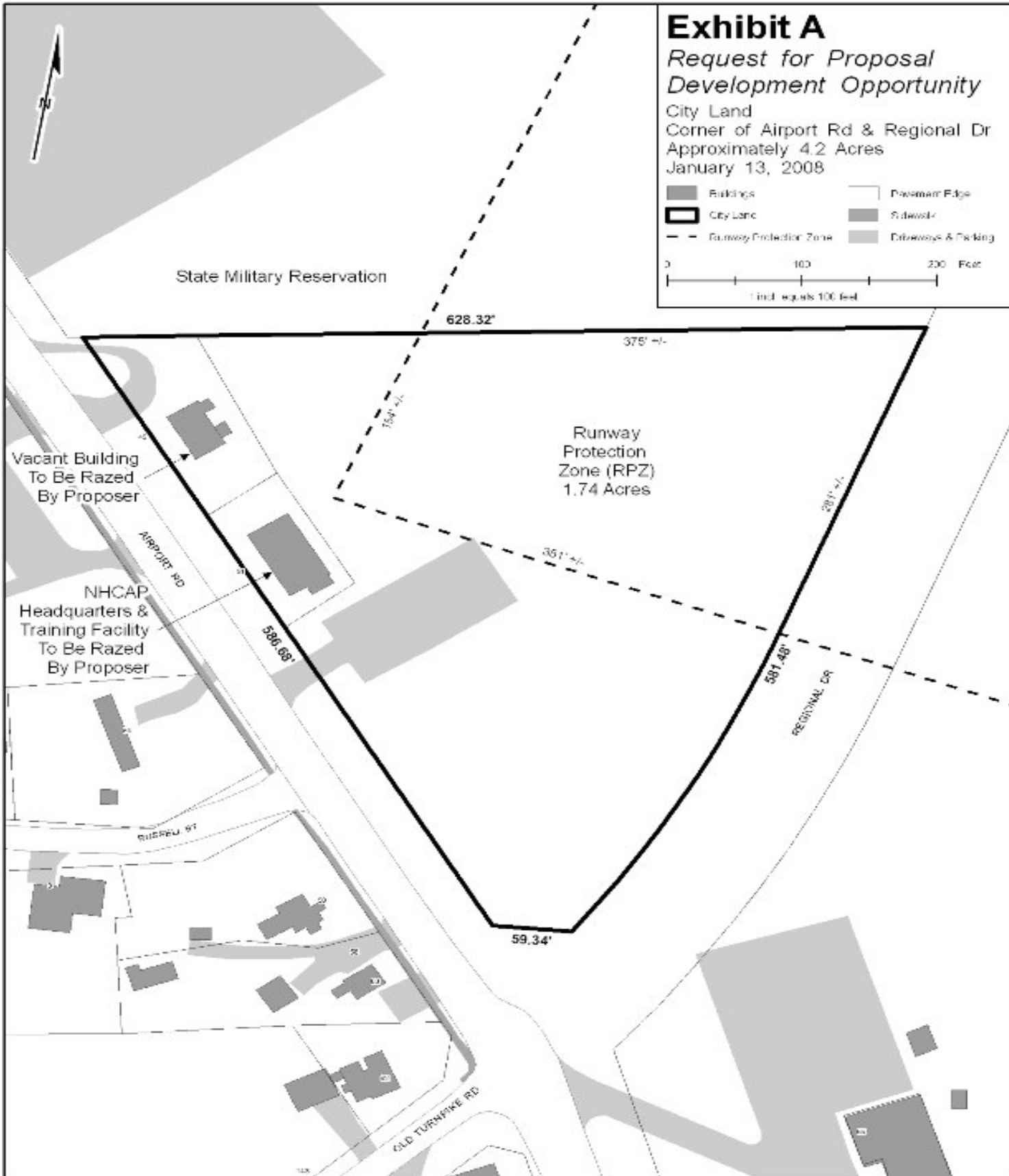
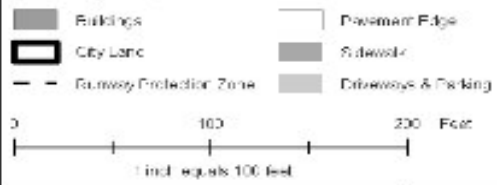
May be substituted for higher limits required above	<u>\$1,000,000</u>
<input type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

**Other**

<input type="checkbox"/> 1. Professional/Errors & Omissions	NA
<input type="checkbox"/> 2. Builders Risk – Renovation Form	NA
Sub limit 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**

**Exhibit A**  
*Request for Proposal*  
*Development Opportunity*  
 City Land  
 Corner of Airport Rd & Regional Dr  
 Approximately 4.2 Acres  
 January 13, 2008



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: RFP31-08

**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 (RFP31-08) 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 EVALUATION FORM-ATTACHMENT A**

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

PROJECT: RFP31-08, CMA, Request for Private Commercial Bldg Development Proposals for City Owned Land Lease

DEPARTMENT/DIVISION: Community Development Department, Business Development Division

RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Proposal:</u>			
Responsiveness & Clarity of Proposal	5		
Proposed Lease Rents, Fee Terms and Term of Lease	15		
<u>Developer:</u>			
Extent to Which Proposer is Willing to Share Cost of Necessary Public Improvements	10		
Degree of Reliability to Maintain Constant Airport Security	10		
Relevant Experience, Qualifications & Ability of Proposer to Meet Scope of Services	10		
Ability to Meet Financial Commitments of the Proposal	10		
Record of Satisfactory Performance	10		
Commitment of Proposer to Concord Municipal Airport and the Concord Area	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.**