

**RFP44-08**

City of Concord, New Hampshire

Purchasing Department

**FORESTRY CONSULTANT**

Prepared for, and in coordination with the

**COMMUNITY DEVELOPMENT DEPARTMENT  
PLANNING DIVISION  
FOREST COMMITTEE  
CONCORD CONSERVATION COMMISSION**

Contract Documents  
Proposal Documents  
Specifications

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

**Proposal Due Date/Time: July 8, 2008 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

## REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified private Forestry Consultant, licensed by the State of New Hampshire for Forestry Consultant Services, to assist the Conservation Commission in the management of the City forests and the supervision summer interns.

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 July 8, 2008** from interested individuals/firms, to be eligible for consideration by the City. Each statement shall be submitted in a sealed envelope which is clearly marked,

### “RFP44-08, FORESTRY CONSULTANT”

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.

Specifications 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](http://www.onconcord.com/Purchasing).

**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 and/or information 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:**

<b>Name</b>	<b>Advertising Medium</b>	<b>Address</b>	<b>Phone/Fax</b>	<b>Email and Web Address</b>
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.constructionsummary.com">www.constructionsummary.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: July 8, 2008 not later than 2:00 PM**

## INSTRUCTIONS FOR PROPOSERS

### FORESTRY CONSULTANT

#### 1. GENERAL:

The City of Concord, New Hampshire (hereinafter referred to as the CITY), is seeking the services of a Forestry Consultant (hereinafter referred to as the CONSULTANT) lawfully engaged in the practice of these services in New Hampshire. Interested individuals or firms must respond to this request on or before the time specified.

Following the receipt of the proposals, the proposals shall be evaluated and no more than five (5) individuals/firms shall be selected to be interviewed prior to selection.

All proposals will be considered confidential and not available for public review until after the evaluation committee has selected the Consultant.

Emphasis in selecting a Consultant shall be placed on the firm's experience in projects similar to those in Section 18, Services Requested.

#### 2. PROPOSAL SUBMISSION:

In order to be considered responsive, proposals must be submitted in one (1) original and five (5) identical copies to Mr. Douglas B. Ross, Purchasing Agent, City Hall, 41 Green Street, Concord, New Hampshire 03301.

Proposals must be received **no later than 2:00 PM on July 8, 2008** to be eligible for consideration by the City. Each proposal shall be submitted in a sealed envelope, which is clearly marked "RFP44-08, Request for Proposals - Forestry Consultant Services".

#### 3. GUIDELINES FOR PROSPECTIVE CONSULTANTS:

It is the policy of the CITY that contracts be awarded only to responsive and responsible offerers. In order to qualify as responsive and responsible, a prospective CONSULTANT 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 the 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.

4. TIMETABLE:

Responses will be reviewed within fourteen (14) days of the advertised opening date and a decision made. It is anticipated that a contract will be signed with a CONSULTANT by the end of **July 2008**.

5. PAYMENT SCHEDULE:

Invoices are due in duplicate and payable monthly by the third Friday of the following month. Invoices are to be for the actual dollar value of the services provided.

6. PROPOSAL PREPARATION:

In order to facilitate evaluation of the qualifications and experience statement, the CONSULTANT is instructed to follow the outline below in responding. Proposals that do not follow the outline, or do not contain the required information, may be considered as unresponsive proposals. Additional and more detailed information may be attached to the main body of the reply.

A. Company Background Material

Information concerning the background, experience, and reputation of the Forester which is felt to be pertinent.

B. Ability to Perform

Previous work on similar projects - the CONSULTANT will demonstrate his/her understanding of a familiarity with projects of this type or existing similar contracts developed.

C. Backup Capability

Include the resumes of individuals who would be assigned to the project in the event of an unexpected problem in manpower assignment.

D. Staff Project Manager - Contact Person

Will identify the staff project manager along with the person's resume and the number of hours that person will actually be involved.

E. Pre-Submittal Requirements

Each CONSULTANT shall be responsible for reviewing the project locations as noted in the 1995 Forest Inventory and Management Plan as amended and other data contained herein and providing a “Statement of Understanding” of the services requested.

F. References

References shall be submitted in conformance to paragraph 21 of this section.

G. Cost Proposal

Each consultant shall submit a cost proposal in the format detailed by paragraph 9 of this section.

H. Signature

The proposal shall be signed by an individual authorized to bind the offeror. The signature shall indicate that the proposal is a firm offer for a sixty (60) day period. The proposal shall contain the name, title, address and telephone number of the individual who may be contacted during the proposal evaluation period for the purpose of clarifying submitted information.

7. PROGRAM BACKGROUND:

An initial city-wide inventory of the forest resources and municipal property was conducted in 1979 by Jeffrey Reed, a graduate student in forestry at UNH, under the guidance of State District Forester J. B. Cullen. He produced a report entitled “Inventory and Analysis of the Municipal Forest Resource” which contains a 15-year management plan for the city’s forests. The forested land at that time totaled 2300 acres in 18 parcels. The tracts of land ranged in size from several acres to several hundred acres, the largest being the Penacook Lake Watershed, which is in excess of 800 acres.

The City of Concord now owns over 3,000 acres of forested property. This land was acquired through gifts, tax deeding, as well as outright purchases. The tracts of city-forested lands are located throughout the city. The Conservation Commission will continue to protect priority land through acquisitions of fee ownership or easements.

In 1995 a new 15 year management plan was prepared; this plan included City lands acquired since the preparation of the original management plan. Another update of the management plan is currently underway.

The goals and objectives of the city are to manage the City forests for the following:

1. Production of timber to help sustain the City of Concord conservation program.

2. Preservation of open space.
3. Enhancement wildlife habitat.
4. Protection of fragile ecosystems and water quality.

The City has been diligent in pursuing these goals. The City of Concord's objective is to manage the forest lands for multiple use rather than maximizing the income from the lot.

By City ordinance all municipal forest resources have been designated "Town Forest" under the statutory provisions with management vested in the Conservation Commission. Consultant services continue to be needed by the Commission to manage the forests and guide the work of interns.

8. SERVICES REQUESTED:

- a. Implement and execute the recommendations of the existing Forest Management Plan.
- b. Assist in trail maintenance and trail bridge construction.
- c. Attend Trailmeister meetings (Conservation Commission trails sub-committee).
- d. Perform storm damage cleanup on trails as needed.
- e. Investigate and, if necessary, blaze the boundaries of the forest properties as needed.
- f. Work with summer interns on forest management, trail development, and maintenance.
- g. Assist Groundwork Concord with trail development and trail maintenance projects that are located on City forest land.
- h. If the City acquires other forest land in the course of the contract, the Forestry Consultant will prepare amendments to forest management plan to include the new property.
- i. Organize and manage timber sales.
- j. Organize timber stand improvements as needed.
- k. Perform timber cruises as needed.
- l. Inspect properties prior to the acquisition of an easement or fee ownership.
- m. Attend site walks with the Conservation Commission as needed.
- n. Prepare sites for wildlife management areas as needed.
- o. Assist in preparing an annual budget for the Forestry Program.
- p. Prepare monthly activity reports for the Conservation Commission.
- q. Prepare an annual report of work that has been accomplished during each fiscal year.

9. FEES AND SPECIAL CONDITIONS RELATING TO FEES:

Proposals made pursuant to this request should include the following information:

- a. An hourly rate for services.
- b. A fee rate for timber sales with indication of the amount, if any, for marking, and for differentiating among timber sales, cordwood sales, and biomass harvests, as necessary.
- c. Fees for the services of technicians.

- d. Fees for supervising the City forestry intern or Groundwork Concord on various trails and forestry projects.
- e. Any other fees for the services requested.

10. CONTRACT PERIOD:

The Contract for Services shall be for a three (3) year period from the date of signing and may be renewed by mutual agreement for two (2) additional three (3) year periods.

11. RELEVANT EXPERIENCE - REFERENCES FROM PREVIOUS JOBS:

The contractor shall show that he/she has had relevant experience in areas related to the above described services to the City of Concord by providing references of those persons for whom the contractor has done forest resource inventory, biomass timber harvests, supervising stumpage sales, trail maintenance activities, laying out fire roads, and supervisory experience.

## GENERAL TERMS AND CONDITIONS

### PREPARATION OF PROPOSALS:

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

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

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

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

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

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

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

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

SUBMISSION OF PROPOSALS:

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

WITHDRAWAL OF PROPOSALS:

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

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:

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

RECEIPT AND OPENING OF PROPOSALS:

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

PROPOSAL RESULTS:

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

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

TIE PROPOSALS:

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

local Proposers, or two out-of-town Proposers, the decision may be made by a toss of coin.

#### LIMITATIONS:

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

#### PROPOSAL EVALUATION:

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

#### AWARD OF CONTRACT:

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

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

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

The City of Concord reserves the right to waive any formality, informality, information and/or errors in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the City; or to purchase on the open market if it is considered in the best interest of the City to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit

prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

MODIFICATIONS AFTER AWARD:

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

CANCELLATION OF AWARD:

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

CONTRACT:

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

EXECUTION OF AGREEMENT:

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

APPROVAL OF AGREEMENT:

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

FAILURE TO EXECUTE AGREEMENT:

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

DISQUALIFICATION:

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

INSURANCE:

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

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

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

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

WORKER'S COMPENSATION:

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

DISAGREEMENTS AND DISPUTES:

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

TERMINATION OF CONTACT FOR CAUSE:

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

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

TERMINATION FOR THE CONVENIENCE OF THE CITY:

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

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

ASSIGNMENT PROVISION:

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

OWNERSHIP OF REPORTS:

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

INVOICING:

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

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

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

PAYMENT:

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

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

TAX:

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

FUNDING OUT:

The City of Concord's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the

contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

ASSIGNMENT OR SUB-CONTRACTING:

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

EXCLUSIVITY:

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

COSTS:

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

AUDIT:

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

INSPECTION & EVALUATION:

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

FUGITIVE DUST AND NOISE ORDINANCES

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

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

FORCE MAJEURE:

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

NOTIFICATION:

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

SEVERABILITY:

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

PROVISION REQUIRED BY LAW DEEM INSERTED

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

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 DOCUMENT CHECKLIST**

The following is a list of items which must be included as proposal documents, submitted by each vendor in **one (1) original and one (1) identical copy**:

1. Proposal Statement (See Instructions for Proposers, Paragraph 6, Proposal Preparation, Pages 5 & 6)
2. Specifications Exception Form
3. Alternate Form W-9
4. City of Concord Indemnification Agreement

The successful Consultant must provide an insurance certificate, naming the City as an additional insured, meeting the minimum required types and levels of coverage as detailed by RFP44-08

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 proposal 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: <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)	

**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 –
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**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.

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

**COMPANY** \_\_\_\_\_

**TAXPAYER IDENTIFICATION NUMBER** \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**TELEPHONE** \_\_\_\_\_

**TOLL-FREE NUMBER** \_\_\_\_\_

**FAX NUMBER** \_\_\_\_\_

**E-MAIL ADDRESS** \_\_\_\_\_

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

**City of Concord, New Hampshire**  
**RFP44-08**  
**FORESTRY CONSULTANT**  
**Insurance Requirements for All Consultants**

*Coverage is Required if Checked*

*Minimum Limits Required*

- ( x ) **Commercial General Liability**  
**Form CG0001 or equivalent including Products/** ( ) \$500,000/1,000,000  
**Completed Operations, Independent Contractors,** ( x ) \$1,000,000/\$2,000,000  
**Personal & Advertising Injury** ( ) Other \$ \_\_\_\_\_  
**Per location/Per aggregate**  
**Occurrence Form**  
**Additional Coverage to include:**  
 ( ) 1. Owners and Contractors Protective \$ \_\_\_\_\_  
 ( ) 2. Underground/Explosion and Collapse
- ( x ) **Commercial Automobile Liability**  
**Business Automobile Policy or equivalent** ( ) \$ 500,000 CSL  
**Any Automobile – Symbol 1 Coverage** ( x ) \$1,000,000 CSL  
**Include Employees as Insured** ( ) Other \$ \_\_\_\_\_
- Additional Coverage to include:**  
 ( ) 1. Garage Liability \$ \_\_\_\_\_  
 ( ) 2. Garage Keepers Legal Liability \$ \_\_\_\_\_
- ( x ) **Workers Compensation**  
**NH Statutory including Employers Liability** ( x ) \$100/\$500/\$100  
 ( ) Other \$ \_\_\_\_\_
- ( ) **Commercial Umbrella**  
**May be substituted for higher limits required above** ( ) \$ 5,000,000  
**Follow Form Umbrella on ALL requested Coverage**
- ( x ) **Other**  
 ( x ) 1. Professional/Errors & Omissions ( x ) \$1,000,000

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

**NOTICE OF AWARD**

Dated: \_\_\_\_\_

TO: \_\_\_\_\_

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

CITY PROJECT NO. RFP44-08

PROJECT: Forestry Consultant

CITY CONTRACT NO.: RFP44-08

CONTRACT FOR: Forestry Consultant

You are notified that your Proposal opened on **July 8, 2008** for the above Contract has been considered and accepted for you to provide forestry consulting services for the **CITY**. All terms, conditions, specifications and prices shall be in accordance with the **CITY'S** Request for Proposals (RFP44-08) and the **CONSULTANT'S** proposal.

The **CITY** shall pay to the **CONSULTANT**, the not to exceed sum of:

\_\_\_\_\_ 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; and
2. Your insurance certificate(s), naming the **CITY** as an additional insured, meeting the minimum required levels of coverage; and

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 COMMUNITY DEVELOPMENT DEPARTMENT, COMMUNITY PLANNING DIVISION

**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 “**CONSULTANT**”.

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

1. The **CONSULTANT** will commence and provide the forestry consulting services for the **CITY**. All terms, conditions, specifications and prices shall be in accordance with RFP44-08 and the **CONSULTANT’S** proposal response opened on **July 8, 2008**.
2. The **CONSULTANT** will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the required forestry consulting services described herein.
3. The **CONSULTANT** will commence the work required by the **CONTRACT DOCUMENTS** within ten (10) calendar days of the date of the **NOTICE TO PROCEED**. Completion time for the project will be three (3) years thereafter. This agreement may be renewed, by mutual agreement for up to two (2) additional three (3) year periods.
4. The **CONSULTANT** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the not-to-exceed fixed fee for services provided with the cost proposal submitted by the **CONSULTANT**. The contract price shall be:  
  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_)
5. The term “**CONTRACT DOCUMENTS**” means and includes the following:
  - (A) REQUEST FOR PROPOSALS RFP44-08
  - (B) RFP44-08 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 **CONSULTANT** 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 \_\_\_\_\_

**CONSULTANT:**

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

(Please Type)

Address \_\_\_\_\_

\_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_

(Please Type)

\_\_\_\_\_

**NOTICE TO PROCEED**

TO: \_\_\_\_\_

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

CITY PROJECT NO. RFP44-08

PROJECT: Forestry Consultant

CITY CONTRACT NO.: RFP44-08

CONTRACT FOR: Forestry Consultant

\_\_\_\_\_  
(Name of Consultant)

You are notified that the Contract Time under the above contract will commence to run within ten (10) calendar days of the date of this Notice to Proceed. 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 three (3) years thereafter. The Agreement may be renewed, by mutual agreement, for up to two (2) additional three (3) year periods.

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; and

CITY OF CONCORD, NH  
(CITY)

**BY** \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

PURCHASING AGENT  
(TITLE)

Copy to COMMUNITY DEVELOPMENT DEPARTMENT, COMMUNITY PLANNING DIVISION

**Finance Department**

**Purchasing Division**

CITY HALL 41 GREEN STREET

Concord, NH 03301

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

City of Concord,  
New Hampshire



Reference: RFP44-08

**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 Notice to Proposers for (enter requirement description): \_\_\_\_\_

Dated \_\_\_\_\_, for the following reasons:

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

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

\_\_\_\_\_ Insufficient time allowed to prepare and respond to proposal request.

\_\_\_\_\_ Proposal requirement too large \_\_\_\_\_ or too small \_\_\_\_\_ for our company.

\_\_\_\_\_ Priority of other business opportunities limit time/other resources available to deliver or perform according to proposal specifications.

\_\_\_\_\_ Other reason(s), please specify:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

.....  
Company Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: ( ) \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed/Printed Name & Title)

**PROPOSAL EVALUATION FORM-ATTACHMENT A**

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

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

PROJECT: RFP44-08, Forestry Consultant

DEPARTMENT/DIVISION: Community Development Department, Community Planning Division

RATING CATEGORY	WEIGHT	RATING	
<u>Proposal:</u>			
Meets Stated Requirements-Submitted All Required Documents	5		
Proposal Statement	15		
Cost Proposal	15		
Ability to Meet Project Schedule	10		
<u>Consultant:</u>			
Relevant Experience, Organization, Qualifications, Skills, Facilities	10		
Adequate Financial Resources	10		
Record of Satisfactory Performance	10		
Total:			

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

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

