B33-12

City of Concord, New Hampshire

Purchasing Division

HIGH CALCIUM QUICK LIME

Prepared for, and in coordination with the

GENERAL SERVICES DEPARTMENT
WASTEWATER TREATMENT DIVISION

Contract Documents
Bid Documents
Specifications

Firm:_____

BID DUE DATE/TIME: May 10, 2012 NOT LATER THAN 2:00 PM

City of Concord, New Hampshire

PURCHASING DIVISION

311 RTH STATE STREET

CONCORD, NH 03301

603-230-3664 FAX: 603-230-3656

www.concordnh.gov/Purchasing

INVITATION FOR BIDS

The **Purchasing Division, 311 North State Street, Concord, New Hampshire 03301**, will receive sealed Bids for "High Calcium Quick Lime" until **2:00 PM on May 10, 2012** at which time and place they will be opened and publicly read. The sealed envelope should be plainly marked:

"B33-12, HIGH CALCIUM QUICK LIME"

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

Bid documents may be obtained from the Purchasing Division, 311 North State Street, Concord, NH 03301 (603) 225-8530 or on-line at www.concordnh.gov/purchasing.

The City of Concord reserves the right to reject any or all bids or any part thereof, to waive any formality, informality, information and/or errors in the bidding, to accept the bid considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

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

All bids 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)	dross@concordnh.gov www.concordnh.gov/purchasing
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	plansroom@agcnh.org http://nh.agc.org
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856 603.627.4524(fax)	info@constructionsummary.com www.constructionsummry.com
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	bids@bidocean.com www.bidocean.com
McGraw Hill Construction	Bid House	880 Second Street, Manchester NH 03102	603.645.6554 603.645.6714(fax)	Priscilla_littlefield@mcgraw-hill.com www.construction.com
New England Construction News - CDC News	Bid House	100 Radnor Rd S-102, State College, PA 16801	1.800.652.0008 1.888.285.3393(fax)	plans@cdcnews.com www.cdcnews.com

APPROVED:

Douglas B. Ross, Purchasing Manager

4/6/12
Date

Bid Due Date/Time: May 10, 2012 not later than 2:00 PM

GENERAL TERMS AND CONDITIONS

PREPARATION OF BIDS:

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

Bidders must quote on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form or in the special provisions allowed for partial bids. Failure to quote on all items may disqualify the bid. When bids on all items are not required, bidders shall insert the words "no bid" where appropriate.

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

Unless otherwise stated in the Request, the bidder agrees that the bid 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 Bids due date to be considered. Any changes to the Request for Bids will be provided to all bidders of record.

The bidder shall not divulge, discuss or compare this bid with the bid of any other bidders and shall not collude with any other bidder or parties to a bid whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of materials shall be allowed. Any such violation will result in the cancellation and/or return of materials, as applicable, and the removal from Bid List).

The name of manufacturer, trade name, or catalog number mentioned in this request for bids description is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory. Proposals will be considered for any brand that meets or exceeds the quality of the specifications listed. On all such proposals, the bidder shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.

When samples are required, they must be submitted free of cost and will be returned unless otherwise specified. Items left for demonstration purposes shall be delivered and installed free of charge and shall be removed by the vendor at no cost to the City. Said demonstration units shall not be offered to the City as new equipment unless mutually agreed to.

The vendor may be required to supply proof of compliance with bid specifications. When requested, the vendor must immediately supply the City with certified test results or certificates of compliance. Where none are available, the City may require independent laboratory testing. All costs for such testing, certified test results or certificates of compliance, shall be the responsibility of the vendor.

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

SUBMISSION OF BIDS:

Bids must be submitted as directed in the Notice to Bidders/Contractor, and on the forms provided unless otherwise specified. Bids must be typewritten or printed in ink. Bids must be mailed or delivered in person. Bids that are faxed or e-mailed will not be accepted.

WITHDRAWAL OF BIDS:

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

BIDDERS INTERESTED IN MORE THAN ONE BID:

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

RECEIPT AND OPENING OF BIDS:

Bids shall be submitted prior to the time fixed in the Notice to Bidders. Bids received after the time so indicated shall be returned unopened. Bids must be mailed or delivered in person. Bids that are faxed or e-mailed will not be accepted.

PRESENCE OF BIDDERS AT OPENING:

At the time and place fixed for opening bids, the contents of all bids will be made public for the information of all bidders and other interested parties who may be present in person or by representative.

BID EVALUATION:

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

BID RESULTS:

Bidders may secure information pertaining to the results of a bid by visiting the Purchasing office weekdays between the hours of 8:30 AM and 4:00 PM; or by enclosing a self-addressed envelope along with a two-dollar ($2.00) handling fee to receive the results by mail.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE BIDS:

When identical low bids are received, with respect to price, delivery and quality, award may be made by a toss of coin, with the following exception: When a tie bid exists between a local (a business establishment within City limits) bidder and an out-of-town bidder, preference will be given to the local bidder. Any bidder having a local agent who is a bona fide resident of the City is considered a local bidder. If a tie bid exists between two local bidders, or two out-of-town bidders, the decision may be made by a toss of coin.

LIMITATIONS:

This bid document does not commit the City to award a contract, to pay any costs incurred in the preparation of a bid response, or to procure or contracts for goods, services or supplies. The City reserves the right to accept or reject any or all bids received as a result of this request, or to cancel in part or in its entirety this bid document, if it is in the best interests of the City to do so.

AWARD OF CONTRACT:

The contract may be awarded to the lowest responsive and responsible bidder as soon as practical after the bid opening unless otherwise stated, but generally not before ten (10) working days from the bid opening.

It is the policy of the City that contracts are awarded only to responsive and responsible bidders. 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; and
- Have a demonstrated satisfactory record of performance.

- Adhere to the specifications of this bid and provide all documentation required of this bid

It is requested that interested parties refrain from making inquiries during this period. A "Letter of Award" and accompanying Purchase Order will announce the contract award. The City of Concord reserves the right to waive any formality, informality, information and/or errors in the bids submitted and the right to reject any or all bids at its discretion and to accept the bid 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 bid 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.

CANCELLATION OF AWARD:

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

MODIFICATIONS AFTER AWARD:

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

INSURANCE:

The successful bidder shall procure and maintain insurance, in the amounts and coverage detailed by the bid documents, acceptable to the City, at the bidder'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 bidder'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 bidder's obligation under any provision hereof.

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

If the agreement with the bidder involves the performance of work by the bidder's employees at property owned or leased by the City, the bidder 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 bidder be deemed to be the employees of, or under the direction or control of the City for any purpose whatsoever.

WORKER'S COMPENSATION:

All bidders and subcontractors at every tier under the bidder 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.

CONTRACT:

The contract between the City and the Contractor shall consist of (1) the bid documents and any amendments there to and (2) the Contractor's bid. 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 bid documents shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor and such written clarification shall govern in case of conflict with the applicable requirements contained in the bid documents and the Contractor's bid. In all other matters, not affected by written clarification, if any, the bid documents shall govern. The bidder is cautioned that this bid shall be subject to acceptance without further clarification.

EXECUTION OF AGREEMENT:

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

APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the successful bidder, 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 bidder's proposal and the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful bidder to execute the agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder 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.

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 CONTRACT FOR CAUSE:

If through any cause, the Contractor shall fail to furnish, in a timely and proper manner, its obligations under any contract, or if the Contractor 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 Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished work, documents, plans, data programs and reports prepared by the Contractor under any contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.
Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the 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 Contractor 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, documents, plans, data programs and reports prepared by the Contractor under any contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

SAFETY DATA SHEET (Right to Know):

Any vendor who receives an order resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to RSA 277-A when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to RSA 277-A. Failure to submit an MSDS and/or label on

each container will place the vendor in noncompliance with that purchase order. Failure to submit MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the State. All vendors furnishing substances or mixtures subject to RSA 277-A are cautioned to obtain and read the law referenced above.

PATENT PROTECTION:

The successful bidder agrees to indemnify and defend the City of Concord from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the City of Concord harmless from any liability arising under RSA 382-A, 2-312 (3). (Uniform Commercial Code).

OWNERSHIP OF REPORTS:

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

ASSIGNMENT PROVISION:

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

DELIVERY:

Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices, without extra charge for packing or containers.

Deliveries that do not conform to the specifications or are not in good condition upon receipt, shall be replaced promptly. Deliveries shall be inside the building, and accepted weekdays between the hours of 7:30 AM and 2:30 PM unless otherwise stated. Delivery arrangements must be made with requesting department prior to delivery.

INVOICING:

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due.

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 delivery of all items or service, in acceptable condition, to the City and receipt of invoice, whichever is later.

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

TAX:

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

FUNDING OUT:

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

ASSIGNMENT OR SUB-CONTRACTING:

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

EXCLUSIVITY:

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

PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material and transportation costs, and any discounts offered. No additional fuel surcharges, or surcharges of any type, 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 and other records pertaining to purchases made 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.

GUARANTEES & WARRANTY:

All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the Contractor must inform the City, in writing, prior to the delivery of an item or any work being performed. Non-guaranteed work must be offered at a discount rate from the bid prices. **Inspection, testing and final determination of non-warranty work shall be performed at no cost to the City.**

FORCE MAJEURE:

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

NOTIFICATION:

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

SEVERABILITY:

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

PROVISION REQUIRED BY LAW DEEMED INSERTED

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

DISADVANTAGED BUSINESS ENTERPRISES

The City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this Invitation for Bids, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation 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 Invitation for Bids shall obligate the 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 bidder(s).

ENERGY STAR® COMPLIANCE

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

RSA 277:5-a

Effective 7/1/08 any person/vendor signing a contract to work on a construction, reconstruction, alteration, remodeling, installation, demolition, maintenance, or repair of any public work or building for the City of Concord with a total project cost of $100,000 or more must be in compliance with RSA 277:5-a.

ELECTION DAY CONSTRUCTION POLICY

All City contracts that entail any element of construction in the public right of way shall prohibit work during the hours in which Concord is holding a primary, general or special election as determined by the Concord City Clerk. A copy of the complete Election Day Construction Policy can be viewed on-line at www.concordnh.gov/Purchasing.

ACCESS TO PUBLIC MEETINGS

All City of Concord public meetings are accessible for persons with disabilities. Any person who feels that he or she may be unable to participate in a City of Concord public meeting due to a disability should, to the extent possible, call (603) 225-8570 at least 48 hours prior to the meeting so that a reasonable accommodation can be arranged.

For meetings held in the City Council Chambers, any person who is unable to access the upper level of the Council Chambers to address the City Council or any other public body may use the podium and/or microphone located at the lower level of the Council Chambers. Other reasonable accommodations may be available upon request.

DEFINITIONS:

Bid shall also mean quotation, proposal, offer, qualification/experience statement, and services.

Bidders shall also mean vendors, offerers, Contractors or any person or firm responding to an invitation for bids.

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 BID MAY RESULT IN WITHDRAWAL FROM THE BID LIST FOR THIS COMMODITY OR SERVICE.

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

B33-12
HIGH CALCIUM QUICK LIME
MINIMUM SPECIFICATIONS

CONTRACT PERIOD:
The initial contract period shall be from July 1, 2012 through June 30, 2013.

Thereafter, the contract may be renewed, by mutual agreement, for up to four (4) additional one-year periods.

PURCHASE ORDER:
The City reserves the right to either issue a new purchase order for each delivery or issue a single blanket purchase order for the estimated annual volume. **In either case, no delivery shall be made or payment made by the City until the successful vendor has received a correct and valid purchase order from the City.**

TRANSPORTATION CHARGES:
The price bid shall include all transportation charges. No fuel adjustment surcharges, or surcharges of any type, will be allowed during the initial contract period or any of the renewal contract periods.

DELIVERY:
Deliveries are to be made only to the department or division indicated on the City's purchase order.

City of Concord employees **must** indicate this purchase order number when ordering. All packing slips and invoices **must** reference the correct purchase order. Payment will not be made unless a valid City of Concord purchase order is so referenced.

Deliveries are to be made during the contract period as requested by the City. Shipments are to be made in accordance with accepted commercial practices, without extra charge for packing or containers. Deliveries which do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the contractor. Deliveries shall be accomplished within three (3) working days of notice.

ASSIGNMENT:
This contract shall not be assigned in whole or in part without written consent of the City's Purchasing Agent.

CANCELLATION:
The City specifically reserves the right to cancel any unfilled portion of the contract provided the services or materials supplied by the Contractor are not satisfactory or consistent with the terms of the contract.

PRICE:
The price bid is to remain firm for the initial contract period. No increase, for any reason, shall be allowed. The price for each renewal period shall be fixed, by mutual agreement, and shall not be increased during the respective contract renewal period.

B33-12
HIGH CALCIUM QUICK LIME
DETAILED SPECIFICATIONS

QUICK LIME:
The quick lime being bid on shall be:

1. Standard US sieve **of less than 8 mesh** quick lime with a minimum of 93% available CaO; and
2. Quick slaking and produce a minimum temperature rise of 40 degrees Celsius in 3 minutes or less, as defined by AWWA B202-07, and the reaction shall be complete within 10 minutes.

DELIVERY:
Each delivery shall:

1. Consist of a minimum of twenty (20) tons;
2. Bulk shipping containers are to be sealed with a uniquely numbered tamper-evident seal. Seal numbers shall be recorded and disclosed on delivery documents and verified by designated City staff prior to off-loading;
3. Be made by tank truck with pneumatic delivery and the proper couplings for unloading the truck (loading line at plant is 6" diameter male quick disconnect);
4. Be accompanied by a delivery slip showing amount delivered, weight per cubic foot and correct and valid City of Concord, NH purchase order number;
5. Be made to the Wastewater Treatment Facility (WWTF) at 125 Hall Street, Concord, NH 03301 (the WWTF storage silo holds approximately eighty (80) tons); and
6. Be made between the hours of 7:30 AM and 2:30 PM, M-F.

QUANTITY:
It is estimated that our annual requirements for quick lime will be seven hundred-fifty (750) to one thousand (1000) tons. This is only an estimate and is not to be considered as a commitment on the part of the City. The actual quantity may be more or less.

INSURANCE:
Per the enclosed "Insurance Requirements for All Contractors.

PAYMENT TERMS: The City's normal payment terms are Net 30 days after receipt of invoice. However, the City is capable of paying within 15 days after receipt of notice should the successful vendor be willing to provide a prompt pay discount (ex. 2% 15, Net 30). Prompt payment will require that invoices are sent to the City electronically (email is preferred).

BID SUBMISSION CHECKLIST

In order to be considered responsive, each prospective contractor must submit the following documents, in **one (1) original** as part of his/her bid:

1. Bid Sheet
2. Alternate Form W-9
3. City of Concord Indemnification Agreement
4. Documentation that the Product Bid Conforms to AWWA B202-07
5. Independent laboratory results confirming the mesh sizing, available CaO, and slaking rate of the product bid. Separate analysis is required for each source if product is proposed to be provided from more than one source;
6. Product MSDS sheet.

The successful vendor must submit, prior to contract signing, it's insurance certificate, naming the City of Concord as an **Additional Insured,** meeting the minimum requirements for the types and levels of coverage (see enclosed Insurance Requirements for All Contractors)

B33-12
HIGH CALCIUM QUICK LIME
BID SHEET

THE UNDERSIGED AGREES, IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS OF B33-12 AND ALL ADDENDA, TO PROVIDE AND DELIVER, HIGH CALCIUM QUICK LIME FOR THE FOLLOWING FIRM, FIXED PRICE:

Price per pound: _____ $_____
Written Figures

High Calcium Quick Lime Product Origin (Source):

Mesh Size of High Calcium Quick Lime:_____

Method of Award: Lowest responsive and responsible bidder meeting specifications for High Calcium Quick Lime.

THE UNDERSIGNED ACKNOWLEDGES:

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

COMPANY: _____

SIGNED BY: _____

PRINTED OR TYPED NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____FAX NUMBER: _____

TOLL FREE NUMBER: _____E-MAIL: _____

CELL PHONE NUMBER:_____PAGER:_____

PRIMARY POINT OF CONTACT:_____

PROMPT PAYMENT DISCOUNT TERMS:_____

PLEASE COMPLETE, SIGN AND RETURN TO:

The City of Concord
Douglas B. Ross, Purchasing Manager
311 North State Street, Concord, NH 03301
603-230-3664

Due Date/Time: May 10, 2012 Not Later Than 2:00 Pm

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: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited Liability Company – Enter the tax classification (D=Disregard entity, C= Corporation, P= Partnership ☐
☐ Other

Exempt from backup withholding ☐

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester's name and address (optional)
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** –

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether of 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
PROVIDE AND DELIVER HIGH CALCIUM QUICK LIME
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 Bid may result in your Bid being rejected as unresponsive.

City of Concord, New Hampshire

B33-12, HIGH CALCIUM QUICK LIME

Insurance Requirements for All Contractors

Additional Coverage is Required if Checked	*Minimum Limits Required*
Commercial General Liability	
General Aggregate	$2,000,000
Products-Completed Operations Agg.	$2,000,000
Personal and Advertising	$1,000,000
Each Occurrence Injury	$1,000,000
Fire Damage (Any One Fire)	$ 50,000
Medical Expense (Any One Person)	$ 10,000
☐ Occurrence	
☐ Claims Made	
Additional Coverage to Include	
☐ Owners & Contractors' Protective – Limit	NA
☐ Underground/Explosion and Collapse	
Commercial Automobile Liability	
Combined Single Limit	$1,000,000
☐ Any Auto, Symbol 1	
☐ Include Employees as Insured	
Additional Coverage to include:	
☐ Garage Liability	NA
☐ Garage Keepers Legal Liability	NA
Workers Compensation	
NH Statutory including Employers Liability	
- Each Accident/Disease-Policy Limit/Disease-Each Employee $100,000/$500,000/$100,000	
Commercial Umbrella	
May be substituted for higher limits required above	$1,000,000
☐Follow Form Umbrella on ALL requested Coverage	
Other	
☐ 1. Professional/Errors & Omissions	NA
☐ 2. Builders Risk – Renovation Form	
All Risk completed value form including Collapse	NA
Sublimit for Soft Cost Coverage	NA
☐ 3. Installation Floater (Equipment)	NA
☐ 4. Riggers Liability	NA
☐ 5. Environmental – Pollution Liability	NA

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

NOTICE OF AWARD

Dated: _____

TO: _____

ADDRESS: _____

CITY'S PROJECT NO.: B33-12

PROJECT: High Calcium Quick Lime

CITY'S CONTRACT NO.: B33-12

CONTRACT FOR: High Calcium Quick Lime

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract to provide and deliver, on an as-needed basis, high calcium quick lime to the City's Wastewater Treatment Division. All terms, conditions, specifications and prices shall be in accordance with the CITY'S bid documents, B33-12 and all addenda, High Calcium Quick Lime and the VENDOR'S bid opened and publicly read on May 10, 2012.

The Contract Price of your contract shall be the following firm, fixed price per pound for 8-16 mesh quality high calcium quick lime: **$_____/pound**

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 firm's insurance certificate(s) as specified in the Invitation for Bids and General Terms and Conditions.

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

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. The **CITY** will issue either a blanket purchase order for the entire contract period or a new purchase order for each order placed. The correct purchase order number must be referenced on each packing list and invoice before the **CITY** can process payment

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

Douglas B. Ross, Purchasing Manager
(NAME/TITLE)

Copy to GENERAL SERVICES DEPARTMENT, WASTEWATER TREATMENT DIVISION

AGREEMENT

THIS AGREEMENT, made this _____ day of _____2012 by and between The City of Concord, New Hampshire, hereinafter called **"CITY"** and _____ doing business as a _____ hereinafter called **"VENDOR".**

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

1. The **VENDOR** will commence to provide and deliver high calcium quick lime to the **CITY'S** Wastewater Treatment Division on an as-needed basis. All terms, conditions, specifications and prices shall be in accordance with the **CITY'S** bid documents (B33-12 and all addenda) and the **VENDOR'S** bid opened and publicly read on May 10, 2012.

2. The **VENDOR** will furnish all of the material, supplies, tools, equipment, labor and other services necessary to provide and deliver high calcium quick lime to the **CITY'S** Wastewater Treatment Division.

3. The **VENDOR** will commence the work required by the **CONTRACT DOCUMENTS** on July 1, 2012. Completion time for the contract shall be June 30, 2013. This Agreement may be renewed, **by mutual agreement**, for up to four (4) additional one (1) year periods.

4. The **VENDOR** agrees to provide and deliver high calcium quick lime (8-16 mesh) as described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the firm, fixed price of: **$._____/pound**

5. The term **"CONTRACT DOCUMENTS"** means and includes the following:

   (A) ADVERTISEMENT FOR BIDS
   (B) INVITATION FOR BIDS
   (C) GENERAL TERMS AND CONDITIONS
   (D) HIGH CALCIUM QUICK LIME MINIMUM SPECIFICATIONS
   (E) HIGH CALCIUM QUICK LIME DETAILED SPECIFICATIONS
   (F) BID SUBMISSION CHECKLIST
   (G) BID SHEET
   (H) SPECIFICATIONS EXCEPTION FORM
   (I) ALTERNATE FORM W-9
   (J) INDEMNIFICATION AGREEMENT
   (K) INSURANCE CERTIFICATE
   (L) VENDOR'S BID RECEIVED_____
   (M) LETTER OF AWARD DATED_____
   (N) NOTICE OF AWARD DATED_____
   (O) AGREEMENT
   (P) NOTICE TO PROCEED
   (Q) ADDENDA:
   No._____, dated _____, 2012
   No._____, dated _____, 2012

The contract between the **CITY** and the **CONTRACTOR** shall consist of (1) the bid documents and any amendments there to and (2) the **CONTRACTOR'S** bid. 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 bid documents shall govern. However, the **CITY** reserves the right to clarify any contractual relationship in writing with the concurrence of the **CONTRACTOR** and such written clarification shall govern in case of conflict with the applicable requirements contained in the bid documents and the **CONTRACTOR'S** bid. In all other matters, not affected by written clarification, if any, the bid documents shall govern.

6. The **CITY** will pay to the **VENDOR** in the manner and at such times as set forth in the General Terms and Conditions such amounts as required by the **CONTRACT DOCUMENTS**. The **CITY** will issue either a blanket purchase order for the entire contract period or a new purchase order for each order placed. The correct purchase order number must be referenced on each packing list and invoice before the **CITY** can process payment

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 Manager

(SEAL)

ATTEST:

_____

Name _____

Title _____

VENDOR:

_____

By _____

Name _____
(Please Type)

Address: _____

(SEAL)

ATTEST:

_____

Name _____
(Please Type)

_____

NOTICE TO PROCEED

Dated: _____, 2012

TO: _____

ADDRESS: _____

CITY'S PROJECT NO.: B33-12

PROJECT: High Calcium Quick Lime

CITY'S CONTRACT NO.: B33-12

CONTRACT FOR: High Calcium Quick Lime

Name of Vendor Here

You are notified that the Contract Time under the above contract will commence to run on July 1, 2012. You are to start performing your obligations under the Contract Documents on this date. In accordance with the Agreement, the date of completion is to be not later than June 30, 2013. However, the Agreement may be renewed, **by mutual agreement**, for up to four (4) additional one (1) year periods.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

By _____
(Authorized Representative)

Douglas B. Ross, Purchasing Manager
(NAME/TITLE)

COPY TO GENERAL SERIVCES DEPARTMENT, WASTEWATER TREATMENT DIVISION

City of Concord, New Hampshire

Finance Department

Purchasing Division

311 NORTH STATE STREET

Concord, NH 03301

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

Reference: B33-12

If you choose not to bid, please complete the questionnaire below and return it with your response by the bid opening date. Your assistance in helping us to analyze no bid rationale is very much appreciated. Thank you.

* * * * <u>No Bid Questionnaire</u> * * * *

A no bid is submitted in reply to the City of Concord Invitation for Bids for B33-12, High Calcium Quick Lime for the following reasons:

_____ Item not supplied by our company.
_____ Bid specification (give reason(s), e.g., too restricted, not clear, etc,):
_____
_____ Profit margin on municipal bids too low.
_____ Past experience with City of Concord (give specifics, e.g., payment delay, bid process, administrative problems, etc)_____
_____
_____ Insufficient time allowed to prepare and respond to bid request.
_____ Bid 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 bid specifications.
_____ Other reason(s), please specify: _____
_____
_____

Company Name and Address:_____
_____
_____

Phone: ( )_____

_____ _____
(Signature) (Typed/Printed Name & Title)