



# City of Concord, New Hampshire

## PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET

CONCORD, NH 03301

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

[www.concordnh.gov](http://www.concordnh.gov)

June 2, 2010

### ADDENDUM NUMBER TWO

RFP20-10

### REGENERATION OF GRANULAR ACTIVATED CARBON FOR TASTE AND ODOR CONTROL-WATER TREATMENT PLANT

**TO ALL FIRMS OF RECORD:** This addendum forms a part of and modifies the proposal and contract documents and technical specifications for the project named above. The following additions, changes and clarifications are made to the original proposal documents:

Questions with Respect to Addendum #1:

1) **Question:** Do you want vendor to store the spent GAC from the second filter to be reactivated for the following year filter exchanges?

**Answer:** We have never used reactivated carbon and would like to try it in one filter for a year without being committed. If there is a storage charge, please include and detail this in your proposal.

2) **Question:** The proposal sheet pricing page Part A asks for regenerated GAC pricing per cu ft and extended price. Part B asks for pricing for future year pricing per cu ft. Since the spec now calls for filling one filter with virgin and one filter with reactivated GAC, these will have different pricing. Perhaps a place for virgin GAC be added? Same for future years. Also please clarify if the future years is just for 2011? If additional years are required 2012, 2013, perhaps line items should be added for these. Please let me know how you want us to indicate virgin and reactivated pricing in our response.

**Answer:** Please indicate a price for regenerated and virgin carbon on the attached revised proposal sheet. The contract is for FY 2010 (7.1.10-6.30.11) and FY 2011 (7.1.11-6.30.12) only.

General questions:

3) **Question:** If we are successful in winning this bid, we will need to get a sample of spent from the site for 'carbon acceptance testing' and the City of Concord will need to complete a 'Carbon acceptance form' so we can return spent GAC to our facility for regeneration. There is no charge for this testing, but we wanted to make sure you were aware that we would need this sample of spent GAC and paperwork filled out. Ok?

**Answer:** This is ok. Please provide a sample of the "Carbon Acceptance Form" as part of your proposal.

4) **Question:** What is your current anticipated schedule for beginning the GAC exchange work on the first filter?

**Answer:** As soon as possible after the proposal due date of June 18, 2010.

Previous clarifications:

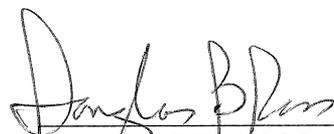
5) **Question:** The clarifications per email my previous email 5/17/10 and your response 5/19/10 are still acceptable, correct?

**Answer:** Yes.

6. **Contract Documents:** Please remove the original Notice of Award, Agreement and Notice to Proceed and replace with the attached Revised Notice of Award, Revised Agreement and Revised Notice to Proceed.

PLEASE BE ADVISED THAT THE PROPOSER MUST ACKNOWLEDGE RECEIPT OF ADDENDUM ONE AND TWO ON THE PROPOSAL SHEET SIGNATURE PAGE.

CITY OF CONCORD, NEW HAMPSHIRE



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DOUGLAS B. ROSS  
PURCHASING MANAGER

**REVISED PROPOSAL SHEET #2**  
**RFP20-10**  
**REGENERATION OF GRANULAR ACTIVATED CARBON FOR TASTE AND ODOR**  
**CONTROL**  
**WATER TREATMENT PLANT**

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE, DELIVER AND INSTALL VIRGIN AND REGENERATED GRANULAR ACTIVATED CARBON (**Filtersorb 820 or equivalent**) FOR TASTE AND ODOR CONTROL IN TWO (2) FILTER UNITS AT THE CITY OF CONCORD WATER TREATMENT PLANT AS DETAILED BY THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN RFP20-10 AND ALL ADDENDA FOR THE FOLLOWING NOT-TO-EXCEED PRICES:

**Part A:**

**Unit Price:** The unit prices include the cost to remove existing GAC filter media and the installation of new virgin GAC filter media in one filter. The existing GAC taken out of this filter shall be sent away, regenerated, returned and installed in one of the other Water Treatment Plant filters (including all costs to bring the carbon amount back up to 728 cubic feet). Unit price shall include all applicable fees, costs and tax (if any) relating to the project:

**1. DELIVERY AND INSTALLATION OF VIRGIN GRANULAR ACTIVATED CARBON:**

Price per cubic foot (1 filter unit with dimensions of 19 ft x 23 ft x 20" GAC depth)

\_\_\_\_\_ DOLLARS  
(WRITTEN)

\$ \_\_\_\_\_  
(FIGURES)

**Extended Price:** Total Lump Sum price (1 filter unit with dimensions of 19 ft x 23 ft x 20" GAC depth)

\_\_\_\_\_ DOLLARS  
(WRITTEN)

\$ \_\_\_\_\_  
(FIGURES)

**2. REMOVAL, REGENERATION, DELIVERY AND INSTALLATION OF EXISTING GRANULAR ACTIVATED CARBON:**

Price per cubic foot (1 filter unit with dimensions of 19 ft x 23 ft x 20" GAC depth)

\_\_\_\_\_ DOLLARS  
(WRITTEN)

\$ \_\_\_\_\_  
(FIGURES)

**Extended Price:** Total Lump Sum price (1 filter unit with dimensions of 19 ft x 23 ft x 20" GAC depth)

\_\_\_\_\_ DOLLARS  
(WRITTEN)

\$ \_\_\_\_\_  
(FIGURES)

**Part B** (For future reference as part of contract extension in subsequent years if City enters into a Contract extension with the successful Contractor):

**Unit Price:** The unit prices include the cost to remove existing GAC filter media and the installation of new virgin GAC filter media in one filter. The existing GAC taken out of this filter shall be sent away, regenerated, returned and installed in one of the other Water Treatment Plant filters (including all costs to bring the carbon amount back up to 728 cubic feet). Unit price shall include all applicable fees, costs and tax (if any) relating to the project:

**1. DELIVERY AND INSTALLATION OF VIRGIN GRANULAR ACTIVATED CARBON:**

Price Per Cubic Foot \_\_\_\_\_ DOLLARS  
(WRITTEN)

\$ \_\_\_\_\_  
(FIGURES)

**2. REMOVAL, REGENERATION, DELIVERY AND INSTALLATION OF EXISTING GRANULAR ACTIVATED CARBON:**

Price Per Cubic Foot \_\_\_\_\_ DOLLARS  
(WRITTEN)

\$ \_\_\_\_\_  
(FIGURES)

THE UNDERSIGNED ACKNOWLEDGES:

1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE VENDOR SUBMITTING THIS PROPOSAL
2. THE RECEIPT OF THE FOLLOWING ADDENDA \_\_\_\_\_
3. THE FIRM SUBMITTING THIS PROPOSAL HAS NEVER DEFAULTED ON ANY MUNICIPAL, COUNTY, STATE, FEDERAL OR PRIVATE CONTRACT
4. **THE ABILITY TO MEET THE CITY'S TIME REQUIREMENTS (180 CALENDAR DAYS FROM THE DATE OF THE CITY'S NOTICE TO PROCEED) FOR THIS PROJECT.**

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 TERMS AND CONDITIONS: \_\_\_\_\_

PLEASE FILL OUT, SIGN AND RETURN TO:

The City of Concord  
Douglas B. Ross, Purchasing Manager  
Combined Operations & Maintenance Facility  
311 North State Street  
Concord, NH 03301  
603-225-8530  
603-230-3656 (Fax)  
[dross@concordnh.gov](mailto:dross@concordnh.gov)

**Due Date/Time: June 18, 2010 Not Later Than 2:00 PM**

REVISED NOTICE OF AWARD

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

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

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

CITY PROJECT NO. RFP20-10

PROJECT: REGENERATION OF GRANULAR ACTIVATED CARBON FOR TASTE AND ODOR CONTROL-WATER TREATMENT PLANT

CITY CONTRACT NO.: RFP20-10

CONTRACT FOR: REGENERATION OF GRANULAR ACTIVATED CARBON FOR TASTE AND ODOR CONTROL-WATER TREATMENT PLANT

You are notified that your Proposal opened on **June 18, 2010** for the above Contract has been considered and accepted for you to furnish, deliver and install virgin granular activated carbon (GAC) in one (1) filter at the CITY'S Water Treatment Plant. The existing GAC taken out of this filter shall be sent away, regenerated, returned and installed in one (1) of the other Water Treatment Plant filters. All terms, conditions, specifications and prices shall be in accordance with the CITY'S Request for Proposals (RFP20-10 and all addenda) and the CONTRACTOR'S proposal. The Agreement may be renewed from year to year, by mutual agreement, for a period not to exceed three (3) additional years.

The Contract Prices of your contract are not to exceed:

**Delivery and Installation of Virgin Granular Activated Carbon:**

\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**Removal, Regeneration, Delivery and Installation of Existing Granular Activated Carbon:**

\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

One original of the Agreement accompanies this Notice of Award.

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

1. One fully executed counterpart of the Agreement.
2. Your insurance certificate, meeting the minimum required types and levels of coverage, naming the CITY as an additional insured.
3. Separate Payment and Performance Bonds each in the amount of 100% of the contract price.

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

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

CITY OF CONCORD, NEW HAMPSHIRE  
(CITY)

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

PURCHASING MANAGER  
(TITLE)

Copy to GENERAL SERVICES DEPARTMENT, WATER SUPPLY DIVISION

REVISED 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) or (a limited liability company), hereinafter called the "CONTRACTOR".

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

1. The **CONTRACTOR** will commence to furnish, deliver and install virgin granular activated carbon (GAC) in one (1) filter at the CITY'S Water Treatment Plant. The existing GAC taken out of this filter shall be sent away, regenerated, returned and installed in one (1) of the other Water Treatment Plant filters. All terms, conditions, specifications and prices shall be in accordance with the CITY'S request for Proposals (RFP20-10 and all addenda) and the **CONTRACTOR'S** proposal response opened on **June 18, 2010**.
2. The **CONTRACTOR** will furnish all of the material, supplies, tools, equipment, labor and other services necessary to provide, deliver and install the virgin and regenerated Granular Activated Carbon in **two (2)** of the four filter units as detailed by RFP20-10 and all addenda.
3. The **CONTRACTOR** 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 **One-Hundred and Eighty (180) calendar days** from the date of the CITY'S Notice to Proceed. This Agreement may be renewed from year to year, by mutual agreement, for a period not to exceed three (3) additional years.
4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the fixed fee for services provided with the cost proposal submitted by the **CONTRACTOR**. The contract prices shall be the following not-to-exceed prices:

**Delivery and Installation of Virgin Granular Activated Carbon:**

\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**Removal, Regeneration, Delivery and Installation of Existing Granular Activated Carbon:**

\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) REQUEST FOR PROPOSALS RFP20-10

- (B) RFP20-10 PROPOSAL RESPONSE
- (C) CITY OF CONCORD REQUIRED CONTRACT FORMS & DOCUMENTS
  - 1. SPECIFICATIONS EXCEPTION FORM
  - 2. ALTERNATE FORM W-9
  - 3. INDEMNIFICATION AGREEMENT
  - 4. INSURANCE CERTIFICATE
  - 5. PROPOSAL/BID BOND
  - 6. PAYMENT BOND
  - 7. PERFORMANCE BOND
- (F) LETTER OF AWARD DATED \_\_\_\_\_
- (D) NOTICE OF AWARD DATED \_\_\_\_\_
- (E) AGREEMENT
- (F) NOTICE TO PROCEED
- (G) ADDENDA NO. \_\_\_\_\_, DATED \_\_\_\_\_.
- (H) CITY PURCHASE ORDER

6. The **CITY** will pay the **CONTRACTOR** 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 Manager

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**CONTRACTOR:**  
\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(Please Type)

Address \_\_\_\_\_

\_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_  
(Please Type)

\_\_\_\_\_

**REVISED NOTICE TO PROCEED**

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

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

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

CITY PROJECT NO. RFP20-10

PROJECT: REGENERATION OF GRANULAR ACTIVATED CARBON FOR TASTE AND ODOR CONTROL-WATER TREATMENT PLANT

CITY CONTRACT NO.: RFP20-10

CONTRACT FOR: REGENERATION OF GRANULAR ACTIVATED CARBON FOR TASTE AND ODOR CONTROL-WATER TREATMENT PLANT

\_\_\_\_\_  
(Name of Contractor)

You are notified that you are to begin performing your responsibilities detailed by the Contract Documents 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 no later than **one hundred eighty (180) calendar days** after the date of this Notice to Proceed. The Agreement may be renewed from year to year, by mutual agreement, for a period not to exceed three (3) additional years.

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.
2. Separate Payment and Performance Bonds each in the amount of 100% of the contract price.

CITY OF CONCORD, NEW HAMPSHIRE  
(CITY)

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

PURCHASING MANAGER  
(TITLE)

Copy to GENERAL SERVICES DEPARTMENT, WATER SUPPLY DIVISION