

**RFP 36-10**

City of Concord, New Hampshire

Purchasing Division

**INSPECTION AND CLEANING OF FIVE CONCRETE  
WATER STORAGE TANKS IN A FIVE YEAR ROTATION**

Prepared for and in coordination with the

**GENERAL SERVICES DEPARTMENT  
WATER SUPPLY DIVISION**

Contract Documents  
Proposal Documents  
Specifications

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

**PROPOSAL DUE DATE/TIME: MAY 26, 2010 NOT LATER THAN 2:00 PM**



## 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)

## REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified firm to provide the City with inspection and cleaning services for five water storage tank in a five year rotation

Preview and detailed specifications are provided later in the Request for Proposals (RFP).

Proposals must be received no later than **2:00 PM on May 26, 2010** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted in a sealed envelope which is clearly marked,

**"RFP36-10**

### **INSPECTION AND CLEANING OF FIVE CONCRETE POTABLE WATER STORAGE TANKS IN A FIVE YEAR ROTATION"**

Requests for Proposals 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.

Copies of RFP 36-10 are available from the Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 (603-225-8530) or on-line at [www.concordnh.gov/purchasing](http://www.concordnh.gov/purchasing).

**All proposals received will be considered confidential and not available for public review until after a vendor has been selected.**

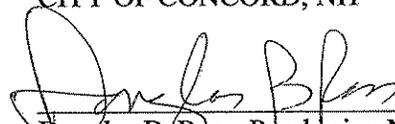
The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest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

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

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

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

CITY OF CONCORD, NH

  
 Douglas B. Ross, Purchasing Manager  
 Date: 4/30/10

**PROPOSAL DUE DATE/TIME: MAY 26, 2010 NOT LATER THAN 2:00 PM**

## REQUEST FOR PROPOSALS

### INSTRUCTIONS TO PROPOSERS

#### INSPECTION AND CLEANING OF FIVE CONCRETE POTABLE WATER STORAGE TANKS IN A FIVE YEAR ROTATION

1. GENERAL:

The City of Concord, New Hampshire (hereafter referred to as the CITY), is seeking the services of a drinking water storage inspection and cleaning company (hereafter referred to as the Firm) lawfully engaged in the practice of this service in the State of New Hampshire. Interested firms should respond to this request on or before the time due for submission.

A detailed proposal in compliance with the designated format outlined herein is required. It is the intent of the CITY to select one company to provide inspection and cleaning services for five water storage tank in a five year rotation.

Trade secrets or proprietary information submitted by a proposer, offeror, or FIRM in connection with a procurement transaction shall not be subject to public disclosure under the New Hampshire Freedom of Information Act, however, the bidder, offeror, or FIRM must invoke the protection of this section prior to or upon submission of the information or other materials, and must identify the data or other materials to be protected, and state the reasons why protection is necessary. Disposition of material after award is made should be stated by the proposer, offeror, or FIRM.

Emphasis in selecting a firm shall be placed on the firm's experience with providing the services requested herein or similar to those which the CITY anticipates needing.

2. PROPOSAL SUBMISSION:

In order to be considered responsive, proposals must be submitted in **one (1) original and two (2) identical copies** to Mr. Douglas B. Ross, Purchasing Manager, Finance Department, Purchasing Division, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301.

The City must receive proposals no later than **2:00 PM on \_May 26, 2010** to be eligible for consideration. Each proposal shall be submitted in a sealed envelope, which is clearly marked:

**“RFP36-10, INSPECTION AND CLEANING OF FIVE CONCRETE  
POTABLE WATER STORAGE TANKS IN A FIVE YEAR ROTATION”**

3. GUIDELINES FOR PROSPECTIVE FIRMS:

It is the policy of the CITY that contracts are awarded only to responsive and responsible firms. In order to qualify as responsive and responsible, a prospective firm must meet the following standards as they relate to this request:

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

4. PROPOSAL EVALUATION:

Proposals will be reviewed upon receipt. An evaluation committee will be formed comprised of City staff to evaluate the proposals. Specific evaluation criteria are provided as Appendix A in this document. In the evaluation of the proposals, the CITY, at its discretion, may obtain technical support from outside sources. The offerors will agree to fully cooperate with the personnel of any such organization. It is anticipated that a contract will be signed with an inspection and cleaning company by **June 15, 2010**.

5. PROGRAM BACKGROUND:

This program has been initiated to allow the CITY to select a firm to perform inspections and cleaning of five potable water storage tanks and submit a written report with pictures. **The contract will be for five years with one tank cleaned and inspected per Concord's fiscal year. (July 1- June 30). The first tank will be inspected and cleaned after July 1, 2010 (FY 2011) and the last tank will be inspected and cleaned after July 1, 2014 (FY 2015).**

6. SERVICES REQUESTED:

The CITY requires the services of a potable water storage tank cleaning and inspection for the following purposes:

- a. To perform inspection and cleaning services of five (5) potable water storage tanks (one tank per year for five years) and provide information regarding the overall condition and integrity of each structure and remove sediment accumulation found on the floor of each tank.
- b. Inspect the entire exterior (all components) of each water storage tank (one tank per year for five years). Inspection should include walls and coating, ladders and safety cage, overflow, roof, vents and hatch of each tank.
- c. Inspect the entire interior (all components) of each water storage tank (one tank per year for five years). Inspection should include sediment accumulation, floor, piping, walls, ladders, overflow, overhead and aesthetic water quality.
- d. Provide a written report of each tank inspection and cleaning (one tank per year for five years) with photos at the completion of the project.

**WATER TANK NAMES, SCHEDULE AND SPECIFICATIONS**

<b>Tank Name &amp; Schedule</b>	<b>East Concord Tank 2 FY 2011</b>	<b>Ed Young Tank 3 FY 2012</b>	<b>Snow Pond Tank 4 FY 2013</b>	<b>Primrose Tank 1 FY 2014</b>	<b>West End Tank 5 FY 2015</b>
<b>Year constructed</b>	1984	1992	1988	1998	1985
<b>Volume in MG</b>	2.1 MG	2.0 MG	0.4 MG	1.0 MG	2.0 MG
<b>Floor elevation ft</b>	460.0	458.0	568.0	427.1	570.0
<b>Diameter</b>	141.0	122.0	46.0	57.8	92.0
<b>Overflow elevation</b>	478.0	481.0	600.0	478.0	610.0
<b>Overflow height-feet</b>	18.0	23.0	32.0	50.9	40.0
<b>Side water depth in feet</b>	18.0	23.0	32.0	50.9	40.0

7. PROPOSAL PREPARATION:

**In order to facilitate evaluation of the Proposal Statements, the FIRM 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 annexed to the main body of the reply.

Proposals can be submitted in letter format or as a bound document. The following information should be provided:

A. Company Background Material

Include information concerning the background, experience, reputation and **financial resources** of the firm which is felt to be pertinent.

B. Ability to Perform

Previous work on similar projects – the firm will demonstrate their understanding of, and familiarity with projects of this type or similar contracts developed. Firms shall list all Inspection and Cleaning contracts of comparable type, which they have performed or

supervised within the last five (5) years. Include contract duration, services performed, and the name, address, and phone number of the contracting agency.

C. State and Federal Knowledge

The firms shall demonstrate their familiarity with all State (NH) and Federal rules and regulations pertaining to potable water storage tank cleaning and inspections.

D. Contact Person

The firm will identify the contact person, along with each individual who will be assigned to work with the CITY on this project.

E. Signature:

The statement shall be signed by an official authorized to bind the firm and shall contain the name, title, address, and telephone number of the individual(s) with authority, who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.

8. COMPENSATION: See Proposal Sheet

9. PAYMENT SCHEDULE:

Invoices are due in duplicate and payable within thirty (30) days of receipt. **Please offer any prompt pay discount terms that you will accept.**

## 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 Proposals (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.

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 if 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. **The City will consider prompt pay discounts.**

**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.

ENERGY STAR® COMPLIANCE

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

DISADVANTAGED BUSINESS ENTERPRISES

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

NON-DISCRIMINATION

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

DEFINITIONS:

Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services.

Proposers shall also mean vendors, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

FAILURE TO ACKNOWLEDGE THIS PROPOSAL MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.

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

## PROPOSAL SUBMISSION CHECKLIST

The following is a list of items, which must be submitted, in **one (1) original and two (2) identical copies** as proposal documents, by each firm:

1. Proposal Statement (See Instructions to Proposers, Pages 6 & 7, Paragraph 7, Proposal Preparation, A-E)
2. Proposal Sheet
3. Specifications Exception Form
4. Alternate Form W-9
5. City of Concord Indemnification Agreement

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



**TOTAL PROPOSAL PRICE TO INPSPECT AND CLEAN ALL FIVE WATER STORAGE TANKS:**

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(WRITTEN) (FIGURES)

NUMBER OF CALENDAR DAYS NECESSARY TO MOBILIZE AND BE ON-SITE TO PERFORM CLEANING AND INSPECTION SERVICES FOR EACH WATER STORAGE TANK AFTER RECEIPT OF ORDER (ARO): \_\_\_\_\_

NUMBER OF CALENDAR DAYS NECESSARY TO PERFORM THE CLEANING AND INSPECTION SERVICES FOR EACH WATER STORAGE TANK: \_\_\_\_\_

**OTHER ITEMS:**

1. VALUE ADDED SERVICES OFFERED AT NO ADDITIONAL COST TO THE CITY:

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THE UNDERSIGNED ACKNOWLEDGES:

1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE FIRM 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

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 PAY DISCOUNT**

**TERMS:** \_\_\_\_\_

**THE CITY'S STANDARD PAYMENT TERMS ARE NET 30 DAYS AFTER DELIVERY AND ACCEPTANCE.**

PLEASE FILL OUT, SIGN AND RETURN TO:

The City of Concord  
Douglas B. Ross, Purchasing Manager  
311 North State Street  
Concord, NH 03301  
603-225-8530  
603-230-3656 (Fax)  
[dross@onconcord.com](mailto:dross@onconcord.com)

**Due Date/Time: May 26, 2010 Not Later Than 2:00 PM**

**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 with 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 response may result in your proposal being rejected as unresponsive.

Iternate Form  
W-9 (rev 01/08)

## Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company – Enter the tax classification (D=Disregard entity, C= Corporation, P= 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**

**RFP36-10, INSPECTION AND CLEANING OF FIVE CONCRETE  
WATER STORAGE TANKS IN A FIVE YEAR ROTATION**

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS  
HEREBY A  
PROVISION OF ANY CONTRACT**

The successful firm 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 firm 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 response may result in your proposal being rejected as unresponsive.

**City of Concord, New Hampshire**  
**RFP 36-10, INSPECTION AND CLEANING OF FIVE CONCRETE**  
**WATER STORAGE TANKS IN A FIVE YEAR ROTATION**  
**Insurance Requirements for All Firms**

*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

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

**NOTICE OF AWARD**

Date: \_\_\_\_\_

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

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

CITY PROJECT NO. RFP36-10

PROJECT: Inspection and Cleaning of Five Concrete Water Storage Tanks in a Five Year Rotation

CITY CONTRACT NO.: RFP36-10

CONTRACT FOR: Inspection and Cleaning of Five Concrete Water Storage Tanks in a Five Year Rotation

You are notified that your Proposal received on \_\_\_\_\_, 2010 for the above Contract has been considered and accepted for you to provide inspection and cleaning services for the **CITY'S** five concrete water storage tanks (one each year for five years). All terms, conditions, specifications and prices shall be in accordance with the **CITY'S** Request for Proposals (RFP36-10) and the **FIRM'S** proposal opened on May 26, 2010.

The **CITY** shall pay to the **FIRM**, the following firm, fixed fees: **SEE ATTACHED**

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 \_\_\_\_\_.

By this date, 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 types and levels of coverage.

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. A separate purchase order will be issued for each tank inspection and cleaning. **To ensure prompt payment the correct purchase order number must be referenced on all packing slips and invoices.**

CITY OF CONCORD, NEW HAMPSHIRE  
(CITY)

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

PURCHASING MANAGER  
(TITLE)

Copy to GENERAL SERVICES DEPARTMENT, WATER SUPPLY 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) or (a limited liability company), hereinafter called the “**FIRM**”.

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

1. The **FIRM** will commence and provide the inspection and cleaning services for the **CITY’S** five concrete water storage tanks (one tank per year for five years). All terms, conditions, specifications and prices shall be in accordance with the **CITY’S** Request for Proposals, RFP36-10 and the **FIRM’S** proposal response opened on May 26, 2010.
2. The **FIRM** will furnish all of the material, supplies, tools, equipment, labor and other services necessary to provide the water tank inspection and cleaning services detailed by RFP36-10.
3. The **FIRM** will commence the work required by the **CONTRACT DOCUMENTS** within \_\_\_\_\_ calendar days of the date of the **NOTICE TO PROCEED**. Completion time for the project shall be **December 31, 2014**.
4. The **FIRM** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the fixed fees for services provided with the cost proposal submitted by the **FIRM**. The contract fees shall be:

**SEE ATTACHED**

5. The term “**CONTRACT DOCUMENTS**” means and includes the following:
  - (A) REQUEST FOR PROPOSALS RFP36-10
  - (B) RFP36-10 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) PURCHASE ORDER

(H) ADDENDA NO. \_\_\_\_\_ DATED \_\_\_\_\_

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

6. The **CITY** will pay the **FIRM** 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 \_\_\_\_\_

**FIRM:**

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

(Please Type)

Address \_\_\_\_\_

\_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_

(Please Type)

**NOTICE TO PROCEED**

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

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

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

CITY PROJECT NO. RFP36-10

PROJECT: Inspection and Cleaning of Five Concrete Water Storage Tanks in a Five Year Rotation

CITY CONTRACT NO.: RFP36-10

CONTRACT FOR: Inspection and Cleaning of Five Concrete Water Storage Tanks in a Five Year Rotation

\_\_\_\_\_  
(Name of Firm)

You are notified that the Contract Time under the above contract will commence to run within \_\_\_\_\_ 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 not later than **December 31, 2014**.

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, NEW HAMPSHIRE  
(CITY)

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

PURCHASING MANAGER  
(TITLE)

Copy to GENERAL SERVICES DEPARTMENT, WATER SUPPLY DIVISION

City of Concord, New Hampshire



**Finance Department**  
**Purchasing Division**  
 COMBINED OPERATIONS & MAINTENANCE FACILITY  
 311 NORTH STATE STREET  
 Concord, NH 03301  
 (603)225-8530 FAX(603)230-3656  
 www.concordnh.gov

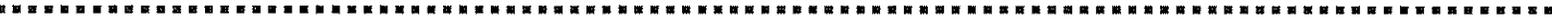
Reference: RFP36-10

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

\* \* \* \* No Proposal Questionnaire \* \* \* \*

A no proposal is submitted in reply to the City of Concord Request for Proposals (RFP36-10), 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: INSPECTION & CLEANING SERVICES FOR 5 CONCRETE WATER STORAGE TANKS

DEPARTMENT/DIVISION: GENERAL SERVICES DEPARTMENT, WATER SUPPLY DIVISION

RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Proposal:</u>			
Meets Stated Requirements-All Required Documents Submitted	5		
Total Cost	15		
<u>Firm and Project Team:</u>			
Relevant Experience	10		
Qualifications	10		
Record of Satisfactory Performance	15		
Familiarity with State of NH and Federal Rules and Regulations	10		
Time Required to Mobilize, Inspect and Clean Each Tank	5		
Adequate Financial Resources	5		
Total:			

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

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