RFP 16-12

City of Concord, New Hampshire

Purchasing Division

DESIGN AND CONSTRUCTION ADMINISTRATION OF THE CHEMICAL PROCESS IMPROVEMENTS AT THE WATER TREATMENT PLANT

Prepared for, and in coordination with the

GENERAL SERVICE DEPARMENT
WATER TREATMENT DIVISION

Contract Documents
Proposal Documents
Specifications

Firm:_____

Date:_____

PROPOSAL DUE DATE/TIME: February 2, 2012 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/purchasing

REQUEST FOR PROPOSALS

The City of Concord, New Hampshire, General Services Department wishes to engage the services of an ENGINEER, or a team of ENGINEERS which is lawfully engaged, in the State of New Hampshire, in the design and construction administration of Chemical Process Improvements at the Concord Water Treatment Plant.

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

Proposals must be received **not later than 2:00 PM on February 2, 2012** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted to the **Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301** in a sealed envelope which is clearly marked,

"RFP16-12
Engineering Services
DESIGN AND CONSTRUCTION ADMINISTRATION
OF THE
CHEMICAL PROCESS IMPROVEMENTS
AT THE WATER TREATMENT PLANT

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

Complete copies of RFP16-12 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.

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 RFP's 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)	purchasing@onconcord.com www.onconcord.com/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

CITY OF CONCORD, NEW HAMPSHIRE

Douglas B. Ross, Purchasing Manager
Date: 12/20/11

Proposal Due Date/Time: February 2, 2012 not later than 2:00 PM

GENERAL TERMS AND CONDITIONS

PREPARATION OF PROPOSALS:

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

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

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

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

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

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

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

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

SUBMISSION OF PROPOSALS:

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

WITHDRAWAL OF PROPOSALS:

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

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:

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

RECEIPT AND OPENING OF PROPOSALS:

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

PROPOSAL RESULTS:

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

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE PROPOSALS:

When identical Proposals are received, with respect to cost, service delivery, quality of service, and an institution's financial adequacy, an 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 Proposals (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. The City reserves the right to award a proposal without interviews.

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. **See the Evaluation Form for the weighted criteria used to evaluate all proposals.** The Proposer selected will be the most qualified and not necessarily the Proposer with the lowest price.

Notice by mail shall be sufficient notice of award to a successful vendor.

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 Proposals (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 within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

APPROVAL OF AGREEMENT:

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

FAILURE TO EXECUTE AGREEMENT:

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

DISQUALIFICATION:

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

INSURANCE:

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

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

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

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

WORKER'S COMPENSATION:

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

DISAGREEMENTS AND DISPUTES:

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

TERMINATION OF CONTACT FOR CAUSE:

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

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

TERMINATION FOR THE CONVENIENCE OF THE CITY:

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

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

ASSIGNMENT PROVISION:

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

OWNERSHIP OF REPORTS:

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

INVOICING:

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

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

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

PAYMENT:

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

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

TAX:

The City is exempt from all sales and federal excise taxes. Our exemption number is 02-6000177. Please deduct these taxes when preparing the bill.

FUNDING OUT:

An awarded proposal shall be subject to approval of the appropriation by the City Council. 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 made available at the vendor's place of business, upon demand, all price lists, documents, financial records, and other records pertaining to purchases made and/or work performed under contract for the purposes of audit by the City of Concord.

INSPECTION & EVALUATION:

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

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.

PROVISIONS REQUIRED BY LAW DEEMED 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 for complete product specifications and updated lists of qualifying products.

DISADVANTAGED BUSINESS ENTERPRISES:

The City hereby notifies all Vendors that it will affirmatively ensure 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).

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.

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.

INSTRUCTIONS FOR PROPOSERS

The City of Concord, New Hampshire, General Services Department wishes to engage the services of a ENGINEER, or a team of ENGINEERS, which is lawfully engaged, in the State of New Hampshire, in the design and construction administration of the Chemical Process Improvements at the Concord Water Treatment Plant.

1. GENERAL:

The City of Concord, New Hampshire (hereafter referred to as the CITY), is seeking the services of a professional ENGINEER or professional consulting engineering firm, lawfully engaged in the practice of architectural, structural, electrical, and mechanical engineering consulting services in the State of New Hampshire (hereafter referred to as the ENGINEER) with specific experience in evaluating and recommending upgrades, repairs and improvements to Chemical Process System at the Water Treatment Plant. Following the receipt of the proposals, a staff committee shall select an ENGINEER. Trade secrets or proprietary information submitted by a ENGINEER in connection with a procurement transaction shall not be subject to public disclosure under the New Hampshire Freedom of Information Act; however, ENGINEER 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 said material after award(s) should be stated by the ENGINEER. Interested firms should respond to this request on or before the time due for submission.

A detailed proposal in compliance with the designated format is required. The CITY'S selection committee will review proposals from responding firms. Selection of the preferred ENGINEER will be based on the criteria and weighting detailed in the "Proposal Evaluation Form" which is included as "ATTACHMENT A". After review of the proposals, the CITY, **at its discretion**, may develop a short list of no more than three (3) ENGINEERS to interview prior to recommending to the Purchasing Manager the selected ENGINEER.

Emphasis in selecting a consulting firm or professional team shall be in accordance with the Evaluation Form detailed by this Request for Proposals.

2. PROPOSAL SUBMISSION:

In order to be considered responsive, proposals must be submitted in **one (1) original and four (4) identical copies** to Mr. Douglas Ross, Purchasing Manager, Combined Operations & Maintenance Facility, 311 North State Street, Concord, New Hampshire, 03301, Telephone (603) 225-8530.

The City must receive proposals **not later than 2:00 PM on February 2, 2012** to be eligible for consideration. Each proposal shall be submitted in a sealed envelope, which is clearly marked:

RFP16-12
Engineering Services
DESIGN AND CONSTRUCTION ADMINISTRATION
OF THE
CHEMICAL PROCESS IMPROVEMENTS
AT THE WATER TREATMENT PLANT

3. GUIDELINES FOR PROSPECTIVE ENGINEERS:

It is the policy of the CITY that contracts are awarded only to responsive and responsible offerors. In order to qualify as responsive and responsible, a prospective ENGINEER 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 if applicable;

d. Have a demonstrated satisfactory record of performance;

e. Have a reasonable estimate of the number of man-hours to accomplish defined tasks as outlined in the Scope of Services of this RFP; and

e. Adhere to the specifications of this proposal and provide all documentation required by this proposal.

4. TIMETABLE:

Proposals will be reviewed as soon as possible after the advertised opening date, with the intent to have the selected ENGINEER under contract by March 8, 2012. The CITY anticipates completion of the design phase by August 2, 2012. Bidding and construction shall commence subsequent to acceptance of the design.

5. LIMITATIONS:

See General Terms and Conditions

6. REVISIONS TO THE REQUEST FOR PROPOSALS:

Any questions or inquiries must be submitted in writing and must be received by the Purchasing Manager no later than **seven (7) calendar days** before the RFP submittal date in order to be considered. Any changes to the RFP will be provided to all ENGINEERE'S of record via addenda.

7. TECHNICAL EVALUATION:

During the evaluation of 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.

8. PROPOSAL PREPARATION:

In order to facilitate evaluation of the proposals, the ENGINEER 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.

a. Engineer's Experience

The ENGINEER shall provide a list of previous and current contracts, if any, awarded by a Government agency to the ENGINEER which is considered identical or similar to the scope of services requested herein.
The ENGINEER must submit a list, described above, which shall include the following:

1. Contract duration, including dates;
2. Services performed;
3. Name, address, and telephone number of contracting agency, which may be contacted for verification of all information, submitted.

b. Ability to Perform

The ENGINEER will demonstrate understanding and familiarity with projects of this type. The ENGINEER shall list all water treatment plant designs within the last 5 years. The specific experience of the Project Manager and Project Engineer shall be provided. Firms shall demonstrate understanding and familiarity with projects of this type. Firms shall list all projects of comparable type that they have prepared or supervised within the last five- (5) years.

c. Staff Project Manager - Contact Person

The ENGINEER will identify the staff project manager and individuals who will be assigned to work with the city, along with a copy of each of their resumes.

d. Backup Capability

The ENGINEER will include the resumes of individuals who would be assigned to the project in the event of an unexpected problem in manpower assignment.

e. Technical Approach

The ENGINEER shall submit a scope of services and the expected tasks or steps required to accomplish the work for Phase 1. This shall include a proposed project schedule highlighting major tasks and target completion dates. A "TASK ALLOCATION TABLE" shall be included as part of the Technical Approach including the prime firm and for all subcontractors, which breaks down the scope of services into level of effort per discipline and task (i.e. breakdown and summary of man-hour efforts). The Fee section shall be in a separate sealed envelope as described below.

f. Fee

The ENGINEER shall include a not to exceed fee schedule with labor category, hours, hourly rate, markup, incidental expenses, and fees for special services for design and construction administration of Chemical Process Improvements at the Concord Water Treatment Plant.

The fee for services shall be submitted in one (1) original and one (1) identical copy in a single sealed envelope under separate cover. The fee envelope will not be opened until after the CITY has completed interviews with a maximum of three firms and the preferred

ENGINEER has been recommended to the Purchasing Manager (only the recommended ENGINEER'S fee envelope will be opened).

g. Work Program and Schedule

The ENGINEER shall submit a detailed summary of the project work program including a work-breakdown structured, critical path method schedule for the firm/team's services during the project. The summary schedule should include all predecessor and successor tasks that constrain the start of (are critical to) the firm/team's work on subsequent tasks. The intent of the task list is to demonstrate the ENGINEER'S knowledge of Federal, State and local laws, rules, regulations, ordinances, etc. specific to this project.

h. Signature

The proposal shall be signed by an official authorized to bind the offeror and shall contain a statement to the effect that the proposal is a firm offer open for acceptance for a **sixty (60) calendar day** period. The proposal shall also 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.

9. PROJECT BACKGROUND:

The following information is presented on the existing water system for informational purposes:

a. Water Treatment Plant Background

The City of Concord Water Treatment Plant (WTP) is a 10-mgd conventional filtration treatment plant that treats a surface water supply. The plant has been in service since 1974.

The primary source of supply is the Penacook Lake, located adjacent to the plant. The safe yield of the lake has been determined to be 2.7 MGD, which is less than the typical average demand of 4.7 MGD. In recent years the supply quantity issues have dictated the increase use of water from the Contoocook River. Water is pumped from the Contoocook River directly into the Penacook Lake to supplement the lake supply during dryer periods when the yield of the lake is insufficient to meet demands.

Raw water from the lake enters a wet well in the WTP through an inlet bar rack, which prevents large floating debris from entering, followed by a traveling water screen, which protects the mechanical equipment in the plant. From the wet well, three vertical turbines, variable speed raw water pumps are used to pump water into a distribution channel. Generally, the plant uses one or two of the 5-mgd raw water pumps at a time.

The distribution channel divides the flow into four, parallel pretreatment trains. Each train consists of an activated carbon contact chamber, one rapid mix basin, two flocculation basins, and one sedimentation basin. The activated carbon process was designed for five minutes contact time with powdered activated carbon (PAC) for taste and odor and control, but has never been used since the plant was placed into service.

Currently Poly Aluminum Chloride (PAC) is applied as a primary coagulant at a rate of 4-5 mg/l in the rapid mix chambers.

Solids (sludge) settle in the sedimentation basin and are collected into a hopper at one end of the basin by

chain and flight sludge collectors. The sludge is currently discharged into the sewer for disposal.

The clarified water from the sedimentation basis is conveyed through two channels to four rapid dual-media filters, each with an area of 437 square feet and design filtration rate of 4 gpm /sf. The filter media consists of 20 inches of activated carbon over 15 inches of sand. The under drain system consists of stainless steel under drains (with no supporting gravel). The filters are cleaned using a combined air scour and water backwash, which was installed in 1993. Wash water from the filters is discharged into the municipal sewer system.

Backwashing of each filter is generally performed every two days depending upon the demand. Backwashing of each filter can be manually operated or placed in auto mode based on turbidity or head loss.

After filtration water flows into a 4.7 million gallon underground clear well. Chlorine is added after the filters as well as caustic (sodium hydroxide) for ph adjustment and fluoride (0.7 mg/l) in the form of hydrofluorisilicic acid.

The clear well is used to meet disinfection inactivation and also stores finished water used for backwashing the filters.

After water leaves the clear well, ammonia in the form of ammonium sulfate is added to react with the free chlorine residual to form chloramines. A chlorine-ammonia ratio of 3:1 to 4:1 and a distribution system total combined chlorine residual of 1.7 to 2.2 mg/l are targeted. Carbon dioxide and caustic are added for pH and alkalinity adjustment to satisfy the optimized corrosion control treatment requirements of the Lead and Copper Rule. The target finished water conditions are a pH of 9.1, alkalinity of 30 mg/l and dissolved inorganic carbonate (DIC) of 10 mg/l

Finished water turbidity levels are consistently 0.1 NTU or less and the WTP produces excellent quality water.

b. Available Background Information

The following is a summary of reports and plans that are available for review by firms interested in submitting proposals for this project:

- Water System Master Plan Phase II, 2007, prepared by Wright-Pierce
- Water System Supervisory Control and Data Acquisition Design, 2003, prepared by SMR Engineering.
- Water Treatment Plant Design, 1973, prepared by Camp Dresser & McKee, Inc.

10. SCOPE OF WORK

Prior to commencing any design, the chosen firm will be required to prepare a preliminary assessment of the chemical process equipment as originally designed with subsequent modifications presently in use at the facility. The assessment will take into account the age of the existing equipment and the limited space in the chemical room. The firm shall make a recommendation based on performance and costs associated with all options.

The firm shall prepare a complete design for the Chemical Process Improvements for the Concord Water Treatment Plant.

In preparing the final plans for the Chemical Process Improvements the firm shall consider the following:

- Containment of the individual chemical storage areas.
- Consideration of day tanks for all the necessary chemicals.
- Eliminating floor drains to prevent materials discharge.
- Re-size, replace fluoridation system.
- Relocate chemical piping that penetrates the electrical room below the chemical room
- Relocate the chemical injection points.
- Pump efficiency and reliability.
- Replace the overhead door.
- SCADA compatibility.
- Relocation of the generator.
- Energy efficiency rebates from participating utilities and State & Federal Agencies.
- Seismic restraint consideration.

Exerpts of the January 2009 Phase II of the Concord Water System Master Plan.

Chemical Feed Improvements

Reconfiguration of the Process Building chemical feed systems are warranted to address code and life safety requirements, to provide secondary chemical spill containment, to isolate chemicals, provide seismic restraint on bulk tanks and add day storage. It is possible that improvements made to the existing Chemical Room may include separate rooms for each chemical system and consider provisions for relocation of electrical equipment in this area.

3.8 CHEMICAL FEED SYSTEMS

The following discussion details the chemical feed systems located within the Process Building

.

3.8.1 Process Building

The Process Building chemical feed systems include sodium hydroxide, poly aluminum chloride, sodium hypochlorite and hydrofluorosilicic acid.

3.8.1.1 Sodium Hydroxide Feed System

Sodium hydroxide is used for adjustment of pH and the addition of alkalinity throughout the treatment process. It is injected in the raw water header and in the filter effluent line. The staff targets a pH of 7.3 for filtered water entering the clearwell. These values are based on the City's performance goals which are presented in Section 4. (of the Master Plan)

The sodium hydroxide feed system located within the Process Building includes bulk storage and three (3) feed pumps. Table 3-7 presents a summary of equipment and related details associated with the feed system.

TABLE 3-7
SODIUM HYDROXIDE FEED SYSTEM DETAILS
Sodium Hydroxide - NaOH
Chemical Form Liquid
Chemical Strength 25%
Injection point/use Raw water & Post-filtration
Design/Target Dose Rate 8-10 ppm (raw)
3-4 ppm (post-filtration)

Chemical Feed Pumps
Type of Pump Hydraulically actuated diaphragm
Date of Installation 2005
Number 4
Manufacturer Pulsafeeder
Capacity 20 GPH @ 150 psi
Motor Starter Type Variable speed drive (VFD)
Chemical Storage
Bulk Volume 5,000 gallons
Bulk Tank Material steel
Bulk Tank Manufacturer unknown
Date of Installation unknown
This system was found to be in good working and physical condition. The feed pumps and piping were upgraded in 2005 and should provide years of reliable service. This system however is lacking secondary containment and several life safety features. These are discussed in detail at the end of the Chemical Feed discussion.

3.8.1.2 Poly Aluminum Chloride Feed System
Poly Aluminum Chloride is used as a coagulant for the sedimentation process and is injected into the raw water header at a target dose of 4-5 ppm. The existing liquid feed system is located in the Chemical Room of the Process Building and includes bulk storage and two (2) feed pumps. Table 3-8 details equipment associated with the aluminum sulfate feed system.

TABLE 3-8
Poly Aluminum Chloride FEED SYSTEM DETAILS
Poly Aluminum Chloride
Chemical Form Liquid
Chemical Strength 33%
Injection point/use Raw water for coagulation
Design Dose Rate 4-5 ppm
Chemical Feed Pumps
Type of Pump Hydraulically actuated diaphragm
Date of Installation 2005
Number 2
Manufacturer Pulsafeeder
Motor Starter Variable speed drive (VFD)
Chemical Storage
Bulk Volume 4,600 gallons
Bulk Tank Material unknown
Bulk Tank Manufacturer unknown
Date of Installation unknown
The bulk storage tank appears to be in good condition. The feed pumps and associated piping were upgraded in 2005 and should provide years of reliable service. The flexible tubing used for the discharge is installed in an existing carrier pipe which serves as secondary piping containment. Similar to the other chemical feed systems, this system is lacking secondary containment and several life safety features. These are discussed in detail at the end of the Chemical Feed discussion.

3.8.1.3 Sodium Hypochlorite Feed System

Sodium hypochlorite is used for oxidation, taste, odor and color removal, disinfection to kill or inactivate any bacteria, viruses, or other pathogenic organisms and for the formation of chloramines. It is first injected in the rapid mix basins at a target dose of 0.5 ppm to control bacteria growth in the sedimentation basins. Chlorine solution is also added for disinfection and formation of chloramines in the filter effluent line just prior to the clearwell. The disinfection chemical must be added in a quantity sufficient to provide a measurable residual, and must be given enough time to react with any organisms present in the water to provide adequate disinfection. Table 3-9 outlines the components and design criteria for this system.

TABLE 3-9
SODIUM HYPOCHLORITE FEED SYSTEM DETAILS
Sodium Hypochlorite - NaOCl
Chemical Form Liquid
Chemical Strength 15%
Injection point/use Raw water for oxidation
Post-filtration for disinfection
Design Dose Rate 0.5 ppm (raw)
2.5 (post-filtration)
Chemical Feed Pumps
Type of Pump Hydraulically actuated diaphragm
Date of Installation 2000
Number 4
Manufacturer Pulsafeeder
Motor Starter Variable speed drive (VFD)
Chemical Storage
Bulk Tank #1 Volume 1,500 gallons
Bulk Tank Material unknown
Bulk Tank Manufacturer unknown
Date of Installation unknown
Bulk Tank #2 Volume 4,000 gallons
Bulk Tank Material unknown
Bulk Tank Manufacturer unknown
Date of Installation unknown

The original system consisted of gas chlorine but was replaced early on with the existing liquid feed system for safety reasons. The flexible tubing feed lines for the system utilize the carrier pipes from the former gas system as secondary containment. The bulk storage and day tanks appear to be in good condition. The feed pumps were upgraded in 2000 and should provide years of reliable service. This system is lacking secondary containment and several life safety features. These are discussed in detail at the end of the Chemical Feed discussion.

3.8.1.4 Hydrofluorosilicic Acid (Fluoride) Feed System

Hydrofluorosilicic acid is added to the process water for public hygiene purposes. It is added into the filter effluent header just prior to the clearwell at a target dose of 0.7 ppm. The fluoride feed system is located in a separate confined room located within the Chemical Room of the Process Building. The system includes bulk storage, a transfer pump, day storage tank and a single electronic solenoid pump. The Fluoride Feed Room is vented under negative pressure to minimize corrosion to equipment. Table 3-10 outlines the components and design criteria for this system.

TABLE 3-10
HYDROFLUOROSILICIC ACID FEED SYSTEM DETAILS
Hydrofluorosilicic Acid - H_2SiF_6
Chemical Form Liquid

Chemical Strength 23%
Injection point/use Post-filtration for dental hygiene
Design Dose Rate 1 ppm

Chemical Feed Pumps

Type of Pump Electronic solenoid, positive displacement
Date of Installation 2005
Number 1 installed, 1 spare
Manufacturer Liquid Metronics (LMI)

Chemical Storage

Bulk Volume 5,500 gallons
Bulk Tank Material unknown
Bulk Tank Manufacturer unknown
Date of Installation unknown
Day Storage 55 gallons
Day Tank Material unknown
Day Tank Manufacturer unknown
Date of Installation unknown

The hydrofluorosilicic acid feed components and appurtenances appear to be in good condition. The air exchange system appears to be ventilating the space properly as minimal corrosion was observed. There is only one feed pump being used on the system, although the staff indicated that a spare feed pump is available in the event of failure of the primary pump. The second pump should be permanently installed and appropriate controls should be included in the installation that allows automatic alternation between the two pumps (P-11). This system is lacking secondary containment and several life safety features. These are discussed in detail at the end of the Chemical Feed discussion.

3.8.3 Common Chemical Feed System Observations

Secondary containment systems are required by the New Hampshire Department of Environmental Services (NHDES), under Env-Ws 370 which requires compliance with the 2003 edition of the "Recommended Standards for Water Works" commonly referred to as Ten States Standards. The City currently relies on rubber stops located in the doorways and magnetic cover plates placed over floor drains to provide containment for the systems in the Chemical Room. This solution is inadequate and presents several physical problems as well as posing a significant life safety hazard. Of primary concern is that sodium hydroxide reacts violently with hydrofluorosilicic acid and sodium hypochlorite. If these chemicals were inadvertently mixed, it would result in highly exothermic reactions resulting in damage and melting of equipment and boiling splashes which could cause severe harm to personnel. The mixing of aluminum sulfate with these constituents can lead to the formation of sulfuric acid, a very strong acid. A second significant issue is that the magnetic covers placed over the floor drains in the Process Building can be easily dislodged; during our inspection several were noted out-of-place. Even if the magnetic covers were in place, it is unlikely that they would be able to adequately prevent chemical from entering the drain. If the chemicals were to flow into the drain, they would severely damage the drainage and sanitary collection system. It could also damage the wastewater treatment facility or process as well. The resulting damage would be costly to repair. The ability to provide adequate containment in the chemical room in the Process Building is complicated because it would likely affect many other building systems and possibly adjacent spaces. The same can be said for providing containment within Pump Station No. 4 as there is little if any available space to make the proper modifications. In order for a workable and cost effective solution to be developed and implemented within both buildings, alternatives should be evaluated comprehensively with other recommended building improvements identified in this report (P-13). The accepted solution should be implemented as soon as possible in light of the life safety issues that this situation poses. Alternatives for the addition of chemical containment will be explored in Section 6.

At pump station 4 the firm will review the performance of the liquid CO2 pressure vessel, (14 ton capacity), with refrigeration and vaporization units.

Site visits may be scheduled with the Water Treatment Plant Superintendant, David Brennan at 603-225-8696 or e-mail at dbrennan@concordnh.gov.

A complete copy of the January 2009 Water System master Plan – Phase II can be viewed at www.concordnh.gov/Purchasing

11. SERVICES

a. **Design Services**

1. If SRF funds become available, assist in the preparation of applications to the Department of Environmental Services for SRF Funding and prepare any documentation necessary to apply for energy rebates from the local electric utility, Unitil.

2. Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions and, where appropriate, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related bidding documents. The City of Concord has specific requirements for Contract Documents which must be used.

3 Prepare drawings and specifications for construction of the Chemical Process Improvements.

4 Prepare, submit, and present a Preliminary Design Report (PDR) of the facility to the City at approximately the 20-percent (20%) completion stage of the design. Address City review comments on the PDR. The PDR will include the following information:
   a. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
   b. Drawings including: (1) process flow schematic, (2) site plan, if needed and (3) floor plan.
   c. Prepared and submit a preliminary opinion of costs.

5 Submit design drawings and specifications for review at the completion 90 percent (90%). Provide updated estimate of costs.

6 Provide monthly updates of the design to the City.

7 Incorporate comments and recommended changes by City and regulatory agencies into the design during the design phase. This cost shall be included in the proposal design tasks.

8 Submit at 90 percent (90%) or later, the design drawings, specifications, and bidding documents for the construction project to the New Hampshire Department of Environmental Services (NHDES) for its review and approval prior to project bidding, if necessary, and make any recommended changes.

9 Provide five (5) complete sets of final drawings, specifications, and bidding documents for both construction projects to the City in hardcopy and on computer medium in the form of a windows file for use by the City. All documents, plans, drawings and other materials will become the property of the City.

b. Bidding Services

1. Work in coordination with the General Services Department and Purchasing Manager to provide bid documents to City.
2. Attend the pre-bid meeting.
3. Answer questions and prepare addendum during the bidding period.
4. Assist the City in evaluating the bids received.
5. Review bids for any irregularities or qualifications.
6. Provide recommendation to the City for award of the project.

c. Construction Phase Services

1. Prepare an agenda and chair the pre-construction meeting; prepare minutes of the meeting with any follow up required.
2. Review shop drawings, administrative submittals etc., for conformance with the contract documents.
3. Review payment and change order requests.
4. Provide part-time on-site inspection and construction coordination if necessary.
5. If necessary, prepare documentation for the NH DES SRF program requirements.
6. If necessary, prepare energy rebate applications.

PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each prospective consultant must submit the following documents, in **one (1) original and four (4) identical copies** as part of her/his proposal:

1. Proposal Statement (see Instructions for Proposers, Paragraph 8 a-e and g-h, Proposal Preparation, Pages 14 & 15)

2. Fee Statement (Submitted in a Separate Sealed Envelope-See Instructions for Proposers, Paragraph 8 f, Pages 14 & 15)

2. Specifications Exception Form

3. Alternate Form W-9

4. City of Concord Indemnification Agreement

5. Statement of Non-Collusion

6. Certificate of Authority

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

CITY OF CONCORD, NEW HAMPSHIRE

SPECIFICATIONS EXCEPTION FORM

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

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

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

_____

_____

_____

_____

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

Signed: _____

I DO meet specifications

Signed: _____

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

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

Alternate Form W-9 (rev 01/08)	**Request for Taxpayer Identification Number and Certification**	Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: ☐ 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.)	Requester's name and address (optional) City of Concord 41 Green Street Concord NH 03301
City, state, and ZIP code	
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

RFP16-12, Design and Construction Administration of the Chemical Process Improvements at the Water Treatment Plant.

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

The successful consultant 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 consultants, 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 consultant 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_____

DATE_____

ADDRESS_____

TELEPHONE_____

TOLL-FREE NUMBER_____

FAX NUMBER_____

E-MAIL ADDRESS_____

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

STATEMENT OF NON-COLLUSION

I, _____, of _____,
(name) (title) (contractor)

whose principal place of business is located at _____
(address)

_____ do hereby certify that:
(address)

1. The proposed bid price has been arrived at independently, without collusion, consultation or communication as to any other contractor or with any competitor.

2. The said bid price was not disclosed by the Contractor and was not knowingly discussed prior to the submission, directly or indirectly, to any other contractor or to any competitor.

3. No attempt was made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

4. This bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word "person" shall mean a natural person, joint venture, partnership, corporation, or other business or legal entity.

Signed under the penalties of perjury on this _____ day of _____, 2010.

_____
Name of Contractor

By: _____

Title: _____

Personally appeared the above-named _____ and being duly sworn, deposed and says that he/she is the person named therein, and who signed the foregoing, and that the statements therein are true.

_____
Notary Public

My Commission Expires:

CERTIFICATE OF AUTHORITY

Date:

_____2012

At a meeting of the Directors of _____ duly called and held at _____on the ____ day of _____, 20____, at which a quorum was present and acting, it was VOTED that _____, the _____ is hereby authorized and empowered to make, enter into, sign, seal and deliver on behalf of this corporation a contract with the City of Concord, New Hampshire. I do hereby certify that the above is a true and correct copy of this record, that said vote has not been amended or repealed and is in full force and in effect as of this date, and that _____ is the duly elected _____ of this corporation.

Attest:

_____
Secretary

(Affix Corporate Seal Here)

_____

City of Concord, New Hampshire
RFP16-12, Design and Construction Administration of the Chemical Process Improvements at the Water Treatment Plant.

Insurance Requirements for <u>All Consultants</u>

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	
☐ 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	NA
☐Follow Form Umbrella on ALL requested Coverage	
Other	
☒ 1. Professional/Errors & Omissions	$1,000,000
☐ 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
☐ 6. Aviation Liability	NA
☐ 7. Watercraft – Protection & Indemnity	NA

<u>The City of Concord must be named as Additional Insured</u>

NOTICE OF AWARD

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP16-12_____

PROJECT: Design and Construction Administration of the Chemical Process Improvements at the Concord Water Treatment Plant.

CITY CONTRACT NO.: RFP16-12__

CONTRACT FOR: Design and Construction Administration of Chemical Process Improvements at the Concord Water Treatment Plant.

You are notified that your Proposal opened on February 2**, 2012** for the above Contract has been considered and accepted for you to prepare the upgrade design and construction administration for the Chemical Process Improvements at the Concord Water Treatment Plant. All terms, conditions, specifications and prices shall be in accordance with the **CITY'S** Request for Proposals (RFP16-12), the **ENGINEER'S** proposal and the **ENGINEER'S** fee proposal submitted under separate cover.

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

_____Dollars ($).

One original of the Agreement accompanies this Notice of Award.

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

1. One fully executed counterpart of the Agreement; and

2. Your firms' 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 (1) fully signed counterpart of the Agreement and issue a Notice to Proceed and Purchase Order.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

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

Copy to GENERAL SERVICES DEPARTMENT

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ by and between The City of Concord, New Hampshire, hereinafter called the **"CITY"** and _____, doing business as (an individual) or (a partnership) or (a corporation), hereinafter called the **"ENGINEER".**

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

The **ENGINEER** will commence to prepare the design and construction administration of the Chemical Process Improvements at the Concord Water Treatment.

All terms, conditions, specifications and prices shall be in accordance with RFP16-12, the **ENGINEER'S** proposal response opened on February 2, **2012** and the **ENGINEER'S** fee proposal submitted in a separate envelope.

The **ENGINEER** will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the engineering and design services detailed by RFP16-12.

The **ENGINEER** 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 design portion of this project will be no later than August 2, 2012. Completion time for the construction administration portion of this project shall be eighteen (18) months from the date of the construction Agreement between the **CITY** and the successful **CONTRACTOR**.

The **ENGINEER** 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 fee proposal submitted by the **ENGINEER**. The City shall pay the Contractor for the actual amount of **WORK** completed. The contract price shall be the not-to-exceed price of:

_____Dollars ($_____)

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

REQUEST FOR PROPOSALS RFP16-12 DATED _____
RFP16-12 PROPOSAL RESPONSE DATED _____
RFP16-12 SEALED PRICING PROPOSAL DATED _____
CITY OF CONCORD REQUIRED CONTRACT FORMS
- SPECIFICATIONS EXCEPTION FORM
- ALTERNATE FORM W-9
- INDEMNIFICATION AGREEMENT
- INSURANCE CERTIFICATE
- STATEMENT OF NON-COLLUSION
- CERTIFICATE OF AUTHORITY

LETTER OF AWARD DATED_____
NOTICE OF AWARD DATED_____
AGREEMENT

NOTICE TO PROCEED
CITY PURCHASE ORDER
ADDENDUM NO._____ DATED _____

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

6. The **CITY** will pay the **ENGINEER** 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 authorizec officials, this Agreement in one (1) original.

CITY:
CITY OF CONCORD, NEW HAMPSHIRE

BY _____

Name/Title: Douglas B. Ross, Purchasing Manage

(SEAL)

ATTEST:

_____

Name _____

Title _____

ENGINEER:

_____

By _____

Name _____
(Please Type)

Address _____

_____

(SEAL)

ATTEST:

_____

Name _____
(Please Type)

_____

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP16-12_____

PROJECT: Design and Construction of Chemical Process Improvements at the Concord Water Treatment Plant.

CITY CONTRACT NO.: RFP16-12_____

CONTRACT FOR: Design and Construction of Chemical Process Improvements at the Concord Water Treatment Plant.

_____
(Name of Engineer)

You are notified that the Contract Time under the above contract will commence to run within **ten (10) calendar days** of the date of this Notice to Proceed. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of completion for the design portions of this contract shall be not later than August 2**, 2012**. The date of completion for the construction administration portion of this contract shall be eighteen (18) months from the date of the construction Agreement between the **CITY** and the successful **CONTRACTOR**.. _____.

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)

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

Copy to GENERAL SERVICES DEPARMENT

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: RFP16-12

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 (RFP16-12) 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: RFP16-12, Design and Construction Administration of the Chemical Process Improvements at the Concord Water Treatment Plant.

DEPARTMENT/DIVISION: General Services Department

RATING CATEGORY		WEIGHT	RATING	SCORE
Proposal:				
	Meets Stated Requirements-Submitted All Required Documents	5		
	Technical Approach	15		
	Work Program and Schedule	10		
	Project Staffing	10		
Consultant:				
	Relevant Experience	10		
	Qualifications	10		
	Record of Satisfactory Performance	10		
			Total:	

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

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