

RFP22-12

City of Concord, New Hampshire

Purchasing Division

REQUEST FOR PROPOSALS

**REGENERATION OF GRANULAR ACTIVATED CARBON or REPLACEMENT OF
GRANULAR ACTIVATED CARBON WITH VIRGIN GRANULAR ACTIVATED CARBON
FOR TASTE AND ODOR CONTROL
WATER TREATMENT PLANT**

Prepared for, and in coordination with the

**GENERAL SERVICES DEPARTMENT
WATER TREATMENT DIVISION**

Contract Documents
Proposal Documents
Specifications

Firm: _____

**PROPOSAL DUE DATE/TIME: MARCH 9, 2012 NOT LATER THAN 2:00 PM
NON-MANDATORY PRE-PROPOSAL MEETING DATE/TIME:
FEBRUARY 24, 2012 AT 11:00AM**



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 wishes to engage the services of a qualified private firm to provide and install regenerated granular activated carbon or virgin granular activated carbon in **ONE (1)** filter at the Water Treatment Plant, 53 Hutchins Street, Concord, NH 03301. The firm must be lawfully engaged in providing and installing virgin granular activated carbon and regenerated granular activated carbon in the State of New Hampshire.

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 March 9, 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,

"RFP22-12

REGENERATION OF GRANULAR ACTIVATED CARBON or REPLACEMENT OF GRANULAR ACTIVATED CARBON WITH VIRGIN GRANULAR ACTIVATED CARBON FOR TASTE AND ODOR CONTROL 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 or his designee.

Copies of RFP22-12 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.

A non-mandatory pre-proposal meeting shall be held on **February 24, 2012 at 11:00 am** in the conference room at the Water Treatment Plant, 53 Hutchins Street, Concord, NH 03301.

Each proposal, in excess of \$25,000, shall be accompanied by a certified check, cash, check drawn by a New Hampshire bank or proposal bond for and subject to the conditions provided in this RFP. The amount of such proposal deposit shall be 5 percent (5%) of the total proposal and made payable to the City of Concord, New Hampshire.

If the contract is in excess of \$25,000, the successful proposer will be required to furnish a performance bond and a separate payment bond in the amount of one hundred percent (100%) of the contract price.

Progress Payments: On not later than the last day of every month, the Contractor shall prepare and submit an invoice covering the total quantities of work that have been completed from the start of the job up to and including the last day of the preceding month together with such supporting evidence as required by the City.

Retainage: The City shall retain a portion of the progress payments, each month, in accordance with the following procedures:

1. Until work is 50% complete, as determined by the City, retainage shall be 10% of the monthly payments claimed. The computed amount of retainage shall be deposited in a non-interest bearing account established by the City.
2. After the work is 50% complete, and provided the Contractor has satisfied the City in quality and timeliness of the work, and provided further that there is no specific cause for withholding additional retainage no further amount shall be withheld.
3. Upon substantial completion, the amount of retainage shall be reduced to 2% of the total contract price plus an additional retainage based on the City's estimate of the fair value of the punch list items and the cost of completing and/or correcting such items of work, with specified amounts for each incomplete or defective item of work. As these items are completed or corrected, they shall be paid out of the retainage until the entire project is declared completed. The final 2% retainage shall be held, in the non-interest bearing account, during the one (1) year warranty period and released only after the City has accepted the project.

Liquidated Damages: In the event that the Contractor fails to satisfactorily complete the work contemplated and provided for under this contract, on or before **one hundred eighty (180) calendar days** after the Notice to Proceed, the City shall deduct from the payments due the Contractor each month, the sum of two hundred dollars (\$200.00) plus engineering charges per day for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay, to be paid in full and subject to no deduction. If the payments due the Contractor are less than the amount of such liquidated damages said damages shall be deducted from any other monies due or to become due the Contractor or shall be paid by the Contractor's surety.

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)	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)	mweaver@cdcnews.com www.cdcnews.com

CITY OF CONCORD, NEW HAMPSHIRE



Douglas B. Ross, Purchasing Manager

Date: 2/8/12

PROPOSAL DUE DATE/TIME: MARCH 9, 2012 NOT LATER THAN 2:00 PM
NON-MANDATORY PRE-PROPOSAL MEETING DATE/TIME: FEBRUARY 24, 2012 AT 11:00AM

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 items appearing on the proposal forms unless specific directions in the advertisement, on the proposal form or in the special provisions allowed for partial Proposals. Failure to quote on all items may disqualify the proposal. When proposals on all items 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, sample(s), if requested, and specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base 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 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 materials are allowed. Any such violation will result in the cancellation and/or return of materials, as applicable, and the removal from Proposal List).

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

When samples are required, they must be submitted free of cost and will be returned unless otherwise specified.

Items left for demonstration purposes shall be delivered and installed free of charge and shall be removed by the vendor at no cost to the City. Said demonstration units shall not be offered to the City as new equipment unless mutually agreed to.

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

for such testing, certified test results or certificates of compliance, shall be the responsibility of the vendor.

Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted. Each shipment shall be identified by Purchase Order and/or 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 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 price, delivery, financial resources, experience, ability to perform and quality, 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 be awarded, among other considerations, 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 and experience of the proposer, the quality of the equipment/product/service to be provided, the proposer's ability to provide ongoing technical support, the proposer's timeframe for providing the equipment/product/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.

CONTRACT AWARD PROTEST POLICY AND PROCEDURE:

The City's Contract Award Protest Policy and Procedure can be viewed on-line at www.concordnh.gov/Purchasing.

MODIFICATIONS AFTER AWARD:

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

CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the proposer, except for the return of the proposal bond, 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.

RETURN OF PROPOSAL BOND:

All proposal bonds, except that of the successful proposer, will be returned after the City has awarded a contract. The successful proposer's proposal bond will be returned as soon as an agreement has been fully executed.

REQUIREMENTS OF SURETY BONDS:

At the time of the execution of the agreement, the successful proposer shall furnish the City with surety bonds, which have been fully executed by the proposer, guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the vendor's performance of the work. The surety and the form of the bonds shall be acceptable to the City. Unless otherwise specified, the surety bonds shall be in the sum equal to the full amount of the agreement.

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.

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 and surety bonds that have 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 and/or furnish acceptable surety bonds 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 and forfeiture of the proposal bond, not as a penalty, but as liquidation of damages to the City.

DISQUALIFICATION:

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

DISAGREEMENTS AND DISPUTES:

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

TERMINATION OF 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.

SAFETY DATA SHEET (Right to Know):

Any vendor who receives an order resulting from this Request for Proposal agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to RSA 277-A when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to RSA 277-A. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with that purchase order. Failure to submit MSDS and/or labels on each container may result in civil or criminal penalties, including proposal debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the City. All vendors furnishing substances or mixtures subject to RSA 277-A are cautioned to obtain and read the law referenced above.

PATENT PROTECTION:

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

OWNERSHIP OF REPORTS:

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

ASSIGNMENT PROVISION:

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

DELIVERY:

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

Deliveries, which do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly. Deliveries shall be inside the building, and accepted weekdays between the hours of 8:30 AM and 3:30 PM unless otherwise stated. Delivery arrangements must be made with requesting department prior to delivery.

INVOICING:

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

PROGRESS PAYMENTS AND RETAINAGE:

Progress Payments: On not later than the last day of every month, the Contractor shall prepare and submit an invoice covering the total quantities of work that have been completed from the start of the job up to and including the last day of the preceding month together with such supporting evidence as required by the City.

Retainage: The City shall retain a portion of the progress payments, each month, in accordance with the following procedures:

4. Until work is 50% complete, as determined by the City, retainage shall be 10% of the monthly payments claimed. The computed amount of retainage shall be deposited in a non-interest bearing account established by the City.
5. After the work is 50% complete, and provided the Contractor has satisfied the City in quality and timeliness of the work, and provided further that there is no specific cause for withholding additional retainage no further amount shall be withheld.
6. Upon substantial completion, the amount of retainage shall be reduced to 2% of the total contract price plus an additional retainage based on the City's estimate of the fair value of the punch list items and the cost of completing and/or correcting such items of work, with specified amounts for each incomplete or defective item of work. As these items are completed or corrected, they shall be paid out of the retainage until the entire project is declared completed. The final 2% retainage shall be held, in the non-interest bearing account, during the one (1) year warranty period and released only after the City has accepted the project.

PAYMENT:

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

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

TAX:

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

FUNDING OUT:

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

ASSIGNMENT OR SUB-CONTRACTING:

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

EXCLUSIVITY:

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

PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material and transportation costs, and any discounts offered. No 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 the City's Code of Ordinances, Title I, General Code:

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

The City's Code of Ordinances can be viewed on-line at www.concordnh.gov.

GUARANTEES & WARRANTY:

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

FORCE MAJEURE:

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

NOTIFICATION:

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

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or the inability to enforce 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/or Contract shall forthwith be physically amended to make such insertion or correction.

LIQUIDATED DAMAGES:

In the event that the Contractor fails to satisfactorily complete the work contemplated and provided for under this contract, on or before **one hundred eighty (180) calendar days** after the Notice to Proceed, the City shall deduct from the payments due the Contractor each month, the sum of two hundred dollars (\$200.00) plus engineering charges per day for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay, to be paid in full and subject to no deduction. If the payments due the Contractor are less than the amount of such liquidated damages said damages shall be deducted from any other monies due or to become due the Contractor or shall be paid by the Contractor's surety.

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 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).

RSA 277:5-a

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

ELECTION DAY CONSTRUCTION POLICY

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

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 TO PROPOSERS

RFP22-12

REGENERATION OF GRANULAR ACTIVATED CARBON OR REPLACEMENT OF GRANULAR ACTIVATED CARBON WITH VIRGIN ACTIVATED CARBON FOR TASTE AND ODOR CONTROL WATER TREATMENT PLANT

1. EXPLANATION TO PROPOSERS

Any explanation regarding the meaning or interpretation of contract drawings, specifications or other contract documents must be requested in writing within **seven (7) calendar days** of the proposal due date in order to be considered. Any such explanations or interpretations shall be made in the form of addenda to the contract documents and shall be furnished, by the Purchasing Manager, to all proposers who shall acknowledge all addenda with their proposals. Oral explanations and interpretations made prior to the proposal opening shall not be binding. **Requests for explanations should be addressed to: Douglas B. Ross, Purchasing Manager, City of Concord, Purchasing Division, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 (603) 230-3656; (603) 230-3656 (Fax); dross@concordnh.gov.** A non-mandatory pre-proposal meeting shall be held on **February 24, 2012 at 11:00 am** in the conference room at the Water Treatment Plant, 53 Hutchins Street, Concord, NH 03301.

2. GUIDELINES FOR PROSPECTIVE CONTRACTORS:

It is the policy of the City that contracts are awarded only to responsive and responsible offerers. In order to qualify as responsive and responsible, a prospective contractor 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 qualification, skills, and facilities;
- C. Be able to comply with the proposed or required time of completion or performance schedule;
- D. Have a satisfactory record of performance; and
- E. Adhere to the specifications of this proposal and provide all documentation required of this proposal

3. PROPOSAL PREPARATION:

In order to facilitate evaluation of the proposals, the offeror 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. Additional and more detailed information may be annexed to the main body of the reply.

A. Scope of Work

Provide a statement that the Contractor fully understands the scope of work requested.
Please refer to Attachment A – Specification for Granular Activated Carbon Filter media

B. Pricing and Contract Consideration

Provide a firm, fixed price plus any additional considerations such as special contract terms and conditions not covered in the RFP. Also identify, where possible, all subcontractors and the cost for their services.

C. Ability to Perform

Identify previous work on similar projects. The contractor will demonstrate his/her understanding of, and familiarity with, projects of this type or existing similar contracts developed. Firms shall list all projects of comparable type, which they have designed and supervised within the last three (3) years.

D. Project Manager

Identify the staff project manager.

F. Company Background Material

Provide information concerning the background, experience, and reputation of your firm which is felt to be pertinent.

G. 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 for a **sixty (60) calendar day** period. The proposal shall also contain the following information: name, title, address, and telephone number of individual(s) with authority to contractually bind the company and also who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.

4. PROPOSAL SUBMISSION:

In order to be considered responsive, proposals must be submitted in **one (1) original and one (1) identical copy** to Douglas Ross, Purchasing Manager, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301. Proposals must be received no later than 2:00 PM on **March 9, 2012** to be eligible for consideration by the City. Each proposal shall be submitted in a sealed envelope, which is clearly marked:

**“RFP22-12
REGENERATION OF GRANULAR ACTIVATED CARBON OR REPLACEMENT OF
GRANULAR ACTIVATED CARBON WITH VIRGIN GRANULAR ACTIVATED CARBON
FOR TASTE AND ODOR CONTROL
WATER TREATMENT PLANT**

5. LOCATION OF WORK TO BE PERFORMED:

All work as part of the Contract shall be performed at the City of Concord Water Treatment Plant which is located at 53 Hutchins Street, Concord, NH 03301.

6. PROTECTION OF WORK, PROPERTY, AND PERSONS:

The contractor shall adequately protect the work site, adjacent property and persons and shall be responsible for any damage or injury due to his actions or negligence.

7. CLEAN-UP:

The contractor shall promptly remove waste material and rubbish and shall not allow dust or debris to be scattered beyond the immediate work area. At the end of each workday, the work site shall be cleaned and all debris removed. Upon completion of the project, the contractor shall thoroughly clean the work area and remove all debris.

8. TIME:

Contractor shall complete all work required by the RFP within **one hundred eighty (180) calendar days** from the date of the City's Notice to Proceed.

Work will be performed between the hours of 7:00 AM and 3:00 PM weekdays, or as otherwise approved by the City.

9. WORKMANSHIP:

The workmanship shall be in accordance with modern standard practices and shall be state of the art. The contractor shall only employ craftsmen who are qualified to perform the work described.

10. PERMITS AND FEES:

The Contractor shall obtain and pay for all permits necessary for the work to be performed. The Contractor shall comply with all laws and regulations bearing on the conduct of the work.

11. PRE-INSTALLATION CONFERENCE:

A pre-installation conference shall be held at a date and time mutually agreed upon with the contractor. Work on the project shall not commence until this meeting has been held.

12. WARRANTY:

The contractor shall provide the City with a warranty covering all parts, labor and travel for a period of **one (1) year**. The guarantee period shall not commence until acceptance of the project by the City.

13. FEES AND COMPENSATION:

The cost of the project shall be a firm, fixed lump sum amount, which shall include all costs for labor, parts and equipment, installation and travel required to complete this project.

14. PROPOSAL EVALUATION:

Each responsive and responsible proposal will be evaluated using the following criteria (see also Attachment A):

- A. Experience of the designated project supervisor in similar efforts.
- B. Soundness of approach and use of appropriate methodologies in responding to the requirements and specifications of this project.
- C. The professional capability, reputation, and past performance of the firm(s).
- D. The firm's ability to perform the stated work within the required time limits, taking into consideration current and projected workloads. **A statement demonstrating the ability to perform shall be provided by the proposer.**
- E. A lengthy proposal is not required. Clarity, conciseness, a demonstrated knowledge in this field and a clear understanding of the project are desired.
- F. Price

15. BOND REQUIREMENTS:

If the value of the proposal and subsequent contract is over \$25,000, the following bonds are required:

Proposal/Bid Bond – Each proposal in excess of \$25,000 shall accompanied by a certified check, cash, check drawn by a New Hampshire bank or bid bond in the amount of five percent (5%) of the total proposal made payable to the City of Concord, New Hampshire.

Payment and Performance Bonds- If the contract price is in excess of \$25,000, the successful Contractor shall be required to furnish separate performance and payment bonds in the amount of one hundred percent (100%) of the contract price.

16. SCOPE OF WORK:

See Attachment B.

17. EXTRAS

Except as otherwise provided herein, no payment for extras shall be made unless and until such extras and the price thereof have been authorized in writing by the City of Concord.

18. EXTRA WORK

The Contractor shall do any work incidental to the proper completion of the Contract not herein otherwise provided for when and as ordered in writing by the City. The amount of compensation to be paid to the Contractor for extra work as so ordered, shall be determined by the City to be one of the following:

By such applicable unit prices, if any, as set forth in the Contract; or

If no such unit prices are so set forth, then by unit prices or by a lump sum mutually agreed to by the City and the Contractor; or

If no such unit prices are so set forth and if the parties cannot agree upon unit prices or a lump sum, then by the actual net cost in money to the Contractor as approved by the City of the materials and of the wages of applied labor required for such extra work, plus such rental of plant and equipment (other than small tools) required and approved for such extra work, plus ten percent (10%). No extra work will be paid for unless specifically order as such by the City in writing.

In the case of extra work performed by subcontractors, whether under the specific Contract item provided herein, or otherwise approved by the City, the ten percent (10%) added to the reasonable cost of the work will be allowed only to the subcontractor. On such work, an additional five percent (5%) of the reasonable cost (before addition to the ten percent (10%)) will be paid to the Contractor)

19. OPPORTUNITIES FOR RESIDENTS

The Contractor covenants and agrees that with respect to the work to be performed under this Contract, the Contractor will take affirmative action to insure that residents of the City of Concord are given maximum opportunity for employment and that business concerns located in, or owned in substantial part by, residents of the City of Concord are to the greatest extent feasible, awarded contracts.

The City of Concord may request, in which case the Contractor shall provide, such information as the City shall determine is necessary to ascertain the Contractor's conformance with the provisions of this section.

PROPOSAL SUBMISSION CHECKLIST

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

1. Proposal Statement (See Instructions to Proposers, Paragraph 3 A - G)
2. Proposal Sheet
3. Specifications Exception Form
4. Alternate Form W-9
5. City of Concord Indemnification Agreement
6. 5% Proposal Bond (only if the proposal exceeds \$25,000)

The successful vendor must submit, prior to contract signing:

1. His/her insurance certificate (naming the City of Concord as an Additional Insured) that meets the minimum required types and levels of coverage
2. 100% Payment Bond (only if the contract exceeds \$25,000)
3. 100% Performance Bond (only if the contract exceeds \$25,000)

PROPOSAL SHEET

RFP20-10

REGENERATION OF GRANULAR ACTIVATED CARBON or REPLACEMENT OF GRANULAR ACTIVATED CARBON WITH VIRGIN GRANULAR ACTIVATED CARBON FOR TASTE AND ODOR CONTROL WATER TREATMENT PLANT

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE, DELIVER AND INSTALL REGENERATED ACTIVATED CARBON OR REPLACEMENT OF GRANULAR ACTIVATED CARBON WITH VIRGIN GRANULAR ACTIVATED CARBON (**FILTERSORB 820 OR EQUIVALENT**) FOR TASTE AND ODOR CONTROL IN ONE (1) FILTER UNIT AT THE CITY OF CONCORD WATER TREATMENT PLANT AS DETAILED BY THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN RFP22-12 FOR THE FOLLOWING NOT-TO-EXCEED PRICES:

Part A:

Unit Price: The unit prices include the cost to remove existing GAC filter media and the installation of new virgin GAC filter media or the cost to remove existing GAC filter media, regenerate and install the regenerated GAC filter media in one (1) filter unit. Unit price shall include all applicable fees, costs and taxes (if any) relating to the project:

1. REMOVAL OF EXISTING GAS FILTER MEDIA AND DELIVERY AND INSTALLATION OF VIRGIN GRANULAR ACTIVATED CARBON:

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

_____ DOLLARS
(WRITTEN)

\$ _____
(FIGURES)

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

_____ DOLLARS
(WRITTEN)

\$ _____
(FIGURES)

2. REMOVAL OF EXISTING GAC FILTER MEDIA, REGENERATION OF GAC FILTER MEDIA AND DELIVERY AND INSTALLATION OF REGENERATED GAC FILTER MEDIA:

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

_____ DOLLARS
(WRITTEN)

\$ _____
(FIGURES)

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

_____ DOLLARS
(WRITTEN)

\$ _____
(FIGURES)

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

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

1. REMOVAL OF EXISTING GAS FILTER MEDIA AND DELIVERY AND INSTALLATION OF VIRGIN GRANULAR ACTIVATED CARBON:

Price Per Cubic Foot _____ DOLLARS
(WRITTEN)

\$ _____
(FIGURES)

2. REMOVAL OF EXISTING GAC FILTER MEDIA, REGENERATION OF GAC FILTER MEDIA AND DELIVERY AND INSTALLATION OF REGENERATED GAC FILTER MEDIA:

Price Per Cubic Foot _____ DOLLARS
(WRITTEN)

\$ _____
(FIGURES)

THE UNDERSIGNED ACKNOWLEDGES:

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

COMPANY: _____

SIGNED BY: _____

PRINTED OR TYPED NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

CELL PHONE NUMBER: _____ PAGER: _____

PRIMARY POINT OF CONTACT: _____

PROMPT PAYMENT TERMS AND CONDITIONS: _____

PLEASE FILL OUT, SIGN AND RETURN TO:

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

Due Date/Time: March 9, 2012 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 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 bid; exceptions are in the space provided.

Failure to submit this form with your RFP 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: <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 –
--------------------------	----------------------------------

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 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
RFP22-12, REGENERATION OF GRANULAR ACTIVATED CARBON OR THE
REPLACEMENT OF THE GAC WITH VIRGIN GAC FOR TASTE AND ODOR CONTROL-
WATER TREATMENT PLANT
THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A
PROVISION OF ANY CONTRACT**

The successful contractor agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY _____

TAXPAYER IDENTIFICATION NUMBER _____

AUTHORIZED SIGNATURE _____

ADDRESS _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

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

City of Concord, New Hampshire
RFP22-12,
**REGENERATION OF GRANULAR ACTIVATED CARBON OR THE REPLACEMENT OF
THE GAC WITH VIRGIN GAC FOR TASTE AND ODOR CONTROL-WATER TREATMENT
PLANT**
Insurance Requirements for All Contractors

Additional Coverage is Required if Checked

Minimum Limits Required

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000

- Occurrence
- Claims Made

Additional Coverage to Include

- Owners & Contractors' Protective – Limit NA
- Underground/Explosion and Collapse

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
-----------------------	-------------

- Any Auto, Symbol 1
- Include Employees as Insured

Additional Coverage to include:

- Garage Liability NA
- Garage Keepers Legal Liability NA

Workers Compensation

NH Statutory including Employers Liability - Each Accident/Disease-Policy Limit/Disease-Each Employee	\$100,000/\$500,000/\$100,000
--	-------------------------------

Commercial Umbrella

May be substituted for higher limits required above	\$2,000,000
<input type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

Other

- 1. Professional/Errors & Omissions NA
- 2. Builders Risk – Renovation Form
 - All Risk completed value form including Collapse NA
 - Sublimit for Soft Cost Coverage NA
- 3. Installation Floater (Equipment) NA
- 4. Riggers Liability NA
- 5. Environmental – Pollution Liability \$1,000,000
- 6. Aviation Liability NA

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

NOTICE OF AWARD

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP22-12

PROJECT: REGENERATION OF GRANULAR ACTIVATED CARBON or REPLACEMENT OF GRANULAR ACTIVATED CARBON WITH VIRGIN GRANULAR ACTIVATED CARBON FOR TASTE AND ODOR CONTROL WATER TREATMENT PLANT

CITY CONTRACT NO.: RFP20-10

CONTRACT FOR: REGENERATION OF GRANULAR ACTIVATED CARBON or REPLACEMENT OF GRANULAR ACTIVATED CARBON WITH VIRGIN GRANULAR ACTIVATED CARBON FOR TASTE AND ODOR CONTROL WATER TREATMENT PLANT

You are notified that your Proposal opened on **March 9, 2012** for the above Contract has been considered and accepted for you to furnish, deliver and install **REGENERATED** Granular Activated Carbon or replacement of the GAC with **VIRGIN** GAC in one (1) filter at the CITY'S Water Treatment Plant. All terms, conditions, specifications and prices shall be in accordance with the CITY'S Request for Proposals (RFP22-12 and all addenda) and the CONTRACTOR'S proposal.

The Contract Price of your contract is not to exceed: _____ Dollars (\$ _____).

One original of the Agreement accompanies this Notice of Award.

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

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

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

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

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER
(TITLE)

Copy to GENERAL SERVICES DEPARTMENT, WATER SUPPLY DIVISION

AGREEMENT

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

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

1. The **CONTRACTOR** will commence and provide, deliver and install the **Regenerated** Granular Activated Carbon (Filtersorb 820 or equivalent) or replace the GAC with **Virgin** GAC to **one (1)** of the four filter units at the Concord Water Treatment Plant located at 53 Hutchins Street, Concord, NH 03301. All terms, conditions, specifications and prices shall be in accordance with the **CITY'S** request for Proposals (RFP22-12 and all addenda) and the **CONTRACTOR'S** proposal response opened on March 9, 2012.
2. The **CONTRACTOR** will furnish all of the material, supplies, tools, equipment, labor and other services necessary to provide, deliver and install the **Regenerated** Granular Activated Carbon or replace the GAC with **Virgin** GAC to **one (1)** of the four filter units as detailed by RFP22-12 and all addenda.
3. The **CONTRACTOR** will commence the work required by the **CONTRACT DOCUMENTS** within ten (10) calendar days of the date of the **NOTICE TO PROCEED**. Completion time for the project will be **One-Hundred and Eighty (180) calendar days** from the date of the CITY'S Notice to Proceed.
4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the fixed fee for services provided with the cost proposal submitted by the **CONTRACTOR**. The contract price shall be the not-to-exceed price of:

_____ Dollars (\$ _____)

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

- (A) REQUEST FOR PROPOSALS RFP22-12
- (B) RFP22-12 PROPOSAL RESPONSE
- (C) CITY OF CONCORD REQUIRED CONTRACT FORMS & DOCUMENTS
 1. SPECIFICATIONS EXCEPTION FORM
 2. ALTERNATE FORM W-9
 3. INDEMNIFICATION AGREEMENT

4. INSURANCE CERTIFICATE
5. PROPOSAL/BID BOND
6. PAYMENT BOND
7. PERFORMANCE BOND
- (F) LETTER OF AWARD DATED _____
- (D) NOTICE OF AWARD DATED _____
- (E) AGREEMENT
- (F) NOTICE TO PROCEED
- (G) ADDENDA NO. _____, DATED _____.
- (H) CITY PURCHASE ORDER

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

6. The **CITY** will pay the **CONTRACTOR** in the manner and at such times as set forth in the General Terms and Conditions such amounts as required by the **CONTRACT DOCUMENTS**.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, Executors, administrators, successors and assigns.

IN WITNESS HEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

CITY:
CITY OF CONCORD, NEW HAMPSHIRE

BY _____

Name/Title: Douglas B. Ross, Purchasing Manager

(SEAL)

ATTEST:

Name _____

Title _____

CONTRACTOR:

By _____

Name _____
(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____
(Please Type)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP22-12

PROJECT: REGENERATION OF GRANULAR ACTIVATED CARBON or REPLACEMENT OF GRANULAR ACTIVATED CARBON WITH VIRGIN GRANULAR ACTIVATED CARBON FOR TASTE AND ODOR CONTROL WATER TREATMENT PLANT

CITY CONTRACT NO.: RFP20-10

CONTRACT FOR: REGENERATION OF GRANULAR ACTIVATED CARBON or REPLACEMENT OF GRANULAR ACTIVATED CARBON WITH VIRGIN GRANULAR ACTIVATED CARBON FOR TASTE AND ODOR CONTROL WATER TREATMENT PLANT

(Name of Contractor)

You are notified that you are to begin performing your responsibilities detailed by the Contract Documents within ten (10) calendar days of the date of this Notice to Proceed. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of completion for this contract shall be no later than **one hundred eighty (180) calendar days** after the date of this Notice to Proceed.

Before you may start any Work the General Terms and Conditions provides that you must deliver to the CITY:

1. Certificates of insurance, naming the CITY as additional insured, which you are required to purchase and maintain in accordance with the Contract Documents.
2. Separate Payment and Performance Bonds each in the amount of 100% of the contract price.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER
(TITLE)

Copy to GENERAL SERVICES DEPARTMENT, WATER SUPPLY DIVISION

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/Purchasing

City of Concord,
New Hampshire



Reference: RFP22-12

REGENERATION OF GRANULAR ACTIVATED CARBON or REPLACEMENT OF GRANULAR ACTIVATED CARBON WITH VIRGIN GRANULAR ACTIVATED CARBON FOR TASTE AND ODOR CONTROL WATER TREATMENT PLANT (Filtersorb 820 or equivalent). 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 (RFP22-12) 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)

ATTACHMENT A

PROPOSAL/INTERVIEW EVALUATION FORM

FIRM: _____ DATE: _____

PROJECT: RFP22-12, REGENERATION OF GAC OR THE REPLACEMENT OF THE GAC WITH VIRGIN GAC FOR TASTE AND ODOR CONTROL-WTP

DEPARTMENT/DIVISION: GS, WATER SUPPLY DIVISION

RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Proposal:</u>			
Adherence to Specs/Submission of all Required Docs	5		
Cost	20		
Compliance with Completion Schedule/Soundness of Approach	10		
<u>Project Team:</u>			
Experience, Technical and Professional Qualifications & Skills	10		
Back-up Capabilities	5		
<u>Firm:</u>			
Relevant Experience, Organization and Facilities	10		
Demonstrated Record of Satisfactory Performance	10		
Adequate Financial Resources for Performance	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.

ATTACHMENT B
SECTION 13226

REGENERATION OF GRANULATED ACTIVATED CARBON FILTER MEDIA (Filtersorb 820 or equivalent) OR THE REPLACEMENT OF THE GAC WITH VIRGIN GAC.

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required to remove all existing GAC filter media REGENERATE (OR REPLACE WITH VIRGIN GAC) and install, ready for operation, the GAC filter media for ONE filter as specified herein.
- B. The supplier shall replace the existing GAC media with the regenerated GAC(OR VIRGIN GAC) filter media in ONE filter unit, each with a dimension of 19 feet wide by 23 feet long. The GAC depth is 20 inches (1.66 feet). The new GAC material shall be placed to a depth of 20 inches.
- C. One filter will be taken off-line for GAC filter media removal and then the regenerated GAC OR virgin GAC installed and placed into operation.
- D. Filter media production standards, testing procedures, installation and washing criteria shall conform to AWWA B100 or B604, as applicable, unless specified otherwise in this Section. Granular activated carbon (GAC) shall be manufactured in the United States. Media shall be American National Standards Institute/NSF International Standard 61 certified.

1.02 SUBMITTALS

- A. We will grab a sample of the regenerated or virgin GAC media before it is installed.
- B. The certified laboratory analyses shall include the following information:
 - 1. Average specific gravity (apparent).
 - 2. Total percentage of material passing each sieve.
 - 3. Total percentage of material retained on each sieve.
 - 4. A plot on probability paper, showing the cumulative percent by weight of the material passing through each sieve size opening.
 - 5. Effective size.
 - 6. Uniformity coefficient.
 - 7. Iodine Number (GAC)
 - 8. Ash (GAC)
 - 9. Particle Density (GAC)
 - 10. Trace Capacity Number
- C. The certified laboratory analysis shall certify that the GAC shipped to the site is regenerated or virgin carbon and in full compliance with Paragraph 2.01A.

D. No GAC media shall be shipped until it is approved by the Engineer.

PART 2 PRODUCTS

2.01 MATERIALS

A. GAC media shall be **Filtrisorb 820** as manufactured by Calgon Corporation or equal by American Norit. The GAC shall be manufactured in the U.S.A. The GAC shall be capable of removing turbidity, color, tastes, odors and other organic contamination from water previously pretreated by conventional water treatment processes. The GAC shall be made from selected grades of bituminous coal capable of withstanding repeated back wash procedures without significant change in physical sizes and shall be suitable for terminal reactivation and re-use. Only coal based GAC will be acceptable. Data showing successful application of the GAC in municipal water plants including turbidity and organic contamination removal shall be submitted. The GAC manufacturer shall have a minimum of 10 years experience in supplying GAC to water treatment plants.

1. The GAC shall meet the following specified properties:

Mesh Size, U.S. Sieve Series	8 by 20
Percent Passing No. 8 Sieve	85-100
Percent Passing No. 30 Sieve	0-5
Effective Size, mm	0.8 – 0.9
Uniformity Coefficient	2.4 or less
Iodine Number, Min	900
Abrasion Number (ASTM), Min	75
Moisture (maximum) as packed	

2. The GAC shall have the following typical physical properties:

Real Density, g/cu cm	2.1
Apparent Density, Backwashed and Drained, g/cu cm	0.39 - 0.48
Particle Density, Wetted in Water g/cu cm	1.3 - 1.4
Ash, Maximum Percent	8
Total Surface Area, N2BET Method sq m/g	950-1050
Pore Volume, cu cm/g	0.75-0.85
Molasses Number	210
Percent Water Soluble Ash	1.0%
Percent Water Soluble Phosphate	0.10%
Trace Capacity Number, Min	10

PART 3 EXECUTION

3.01 INSTALLATION

- A. GAC shall be transported, delivered, and placed in a careful manner to exclude all dust, dirt, or deleterious material and to prevent physical damage to the particles.
- B. After delivery to the site, but before placing the media, we will collect a sample of the media.
- C. Contractor shall provide a field service specialist to coordinate scheduling, transportation, equipment, and field supervision during the media change out process.
- D. Contractor to furnish equipment and labor for the removal, regeneration and installation of the GAC.
- E. After the GAC has been placed, the bed shall be backwashed by the City in order to stratify the bed and to wash out all fines. This will require several separate backwashes at an expansion of not less than 50 percent. The Superintendent shall determine and approve when the media has been totally cleaned of fines.
- F. Following this backwash, the top 1-in of GAC shall be removed and discarded, the surface leveled. The depth of media shall be measured in place after backwashing and filtering for hour. The final backwashed depth of GAC in each filter shall be 20-in above the top of the sand layer.
- G. Work hours to be Monday - Friday 7 AM to 3 PM.

3.02 DISINFECTION

- A. Water treatment plant will do this step.