

**RFP 27-11**

City of Concord, New Hampshire

Purchasing Division

**SLUDGE/BIOSOLIDS MANAGEMENT SERVICES**

Prepared for, and in coordination with the

**GENERAL SERVICES DEPARTMENT  
WASTEWATER TREATMENT DIVISION**

Contract Documents  
Proposal Documents  
Specifications

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

**PROPOSAL DUE DATE/TIME: MARCH 25, 2011 NOT LATER THAN 2:00 PM  
MANDATORY PRE-PROPOSAL MEETING DATE/TIME: MARCH 10, 2011 AT 10:00 AM**



# 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](http://www.concordnh.gov/Purchasing)

## REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified firm or organization to provide sludge/biosolids management services for our Wastewater Treatment Facilities. The term of the Agreement shall be five (5) years with the option to renew, upon mutual agreement for one (1) additional five (5) year period.

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

Proposals must be received **not later than 2:00 PM on March 25, 2011** 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,

### "RFP 27-11 SLUDGE/BIOSOLIDS MANAGEMENT SERVICES"

Competitive solicitations for the City of Concord may be issued only by the Purchasing Manager, or his designee, to authorized firms and are not transferable unless authorized by the Purchasing Manager, or his designee.

Copies of RFP 27-11 are available from the Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 (603-225-8530) or on-line at [www.concordnh.gov/Purchasing](http://www.concordnh.gov/Purchasing).

A mandatory pre-proposal meeting shall be held on **March 10, 2011 at 10:00 am** in the Conference Room at the Wastewater Treatment Facility, 125 Hall Street, Concord, NH 03301. A summary of analytical results on the City's sludge/biosolids will be provided at this time. A site walk to review the project location will follow a brief project summary.

**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.

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

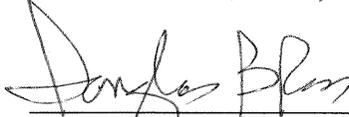
The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest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

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

CITY OF CONCORD, NEW HAMPSHIRE



\_\_\_\_\_  
Douglas B. Ross, Purchasing Manager

Date: 2/22/11

**PROPOSAL DUE DATE/TIME: MARCH 25, 2011 NOT LATER THAN 2:00 PM**  
**MANDATORY PRE-PROPOSAL MEETING DATE/TIME: MARCH 10, 2011 AT 10:00 AM**

## GENERAL TERMS AND CONDITIONS

### 1. 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 Proposals (RFP), the proposer agrees that the proposal shall be deemed open for acceptance for **ninety (90) 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 Manager no later than **seven (7) calendar days** before the RFP due date to be considered. Any changes to the RFP 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 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).

Any manufacturer name, trade name, or catalog number mentioned in this RFP 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.**

2. SUBMISSION OF PROPOSALS:

Proposals must be submitted as directed in the RFP, 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.

3. 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 Manager. 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.

4. 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.

5. 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.

6. 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.**

7. TIE PROPOSALS:

When identical Proposals are received, with respect to price, delivery, financial resources, experience, ability to perform, and quality, the 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.

8. LIMITATIONS:

This 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.

9. 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.

10. 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 Attachment A, Proposal Evaluation Sheet for more detail concerning how each proposal shall be evaluated.** The proposer selected will be the most qualified with demonstrated experience in the type of projects requested herein and not necessarily the proposer with the lowest price. Evaluation of cost will include processing costs for production of the different classes of biosolids and sludge. **For the Beneficial Reuse Option, the evaluation of cost will assume 90% production of Class A material and 10% production of Class B material.**

The City of Concord reserves the right to waive any formality, informality, information, and/or errors in the proposals submitted and reserves 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.

#### 11. 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.

#### 12. 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.

#### 13. CONTRACT:

Any Contract between the City and the Vendor shall consist of (1) the 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.

14. 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 with 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, shall include: workers' compensation insurance and unemployment compensation insurance as required by the laws of the State of New Hampshire, and automotive liability insurance, and property damage insurance. In no event shall such employees of the proposer be deemed to be the employees of, under the direction of, or control of the City for any purpose whatsoever.

15. WORKER'S COMPENSATION:

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

16. 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.

17. APPROVAL OF AGREEMENT:

Upon receipt of the agreement that have been fully executed by the successful proposer, the City 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.

18. 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 not as a penalty, but as liquidation of damages to the City.

19. 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.

20. 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.

21. TERMINATION OF CONTRACT 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.

22. TERMINATION OF CONTRACT 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.

23. SAFETY DATA SHEET (Right to Know):

Any vendor who receives an order resulting from this RFP 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.

24. 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 agrees to hold the City of Concord harmless from any liability arising under RSA 382-A:2-312 (3). (Uniform Commercial Code).

25. 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.

26. 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.

27. 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.

28. 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.**

29. PROGRESS PAYMENTS:

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.

30. 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.**

31. TAX:

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

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. INSPECTION & EVALUATION:

The City of Concord reserves the right to inspect the vendor's facilities during operating hours to determine whether 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.

38. FUGITIVE DUST AND NOISE ORDINANCES:

All work shall be conducted in conformance with Title I, General Code

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

These ordinances may be viewed on-line at [www.concordnh.gov](http://www.concordnh.gov). See City Highlights and select Code of Ordinances.

39. 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.**

40. 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.

41. 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.

42. 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.

43. PROVISION REQUIRED BY LAW DEEMED INSERTED:

Each and every provision and clause required by law to be inserted in this RFP and any subsequent Contract shall be deemed to be inserted herein and this RFP 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 RFP and/or Contract shall forthwith be physically amended to make such insertion or correction.

44. ENERGY STAR® COMPLIANCE

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

45. 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.

46. 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).

47. 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.

48. 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.

49. 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.*

## **SCOPE OF SERVICES:**

### **General:**

The City of Concord's Hall St. Wastewater Treatment Facility operates sludge dewatering and stabilization processes that produce approximately 8000 wet tons of material on an annual basis. The processes have the capability to produce dewatered unstabilized sludge, dewatered Class B stabilized biosolids, and/or dewatered Class A stabilized biosolids. A combination of heat and quicklime is utilized in the stabilization process to produce a Class A or Class B material that complies with regulatory pathogen and vector attraction reduction requirements.

The City seeks to establish a five (5) year contract with an experienced sludge/biosolids management company to provide disposal or beneficial reuse and transportation services for biosolids and/or sludge generated at the City's Hall St. Wastewater Treatment Facility. The Agreement may be renewed, upon mutual agreement, for one (1) additional five (5) year period. The annual quantity of biosolids/sludge generated is approximately 8000 wet tons.

### **Detail:**

#### **Beneficial Reuse Option:**

##### **Site/Facility Management & Transportation:**

1. Proposer shall provide evidence of adequate sites and/or facilities to manage 100% of the residuals generated at the Hall St. WWTF.
2. All sites and/or facilities must be in full compliance with all applicable federal, state and local laws, ordinances, rules, regulations, and requirements.
3. All site and facility management and regulatory requirements are the responsibility of the Proposer.
4. Copies of all federal, state, and/or local permits related to site or facility operation shall be provided to the City of Concord.
5. As the City can not guarantee 100% production of Class A and/or Class B stabilized biosolids, the Proposer shall demonstrate the ability to effectively manage Class A biosolids, Class B stabilized biosolids, and unstabilized biosolids.
6. The Proposer shall provide all equipment, labor, materials and supplies for collection and transportation of the residuals to designated sites and/or facilities.
7. All vehicles, trailers, containers must be in full compliance with all federal, state and local laws, ordinances, rules, regulations, and requirements.
8. The Proposer shall provide a detailed description of the equipment that will be dedicated to the City's operation, and a contingency plan for replacement equipment or alternate transportation services should the need arise.
9. The Proposer shall maintain two (2) empty containers in the City's loading bays at all times to allow for flexibility in the City's operating schedule.
10. Container pick-up shall be coordinated with designated WWTF staff members and will typically be between the hours of 7:00 AM and 3:30 PM, Monday through Friday.

**Record Keeping and Reporting:**

1. The Proposer shall maintain all required data and records to comply with all applicable federal, state and local laws, ordinances, rules, regulations, and requirements.
2. The Proposer shall prepare and submit the required annual Biosolids Quality Certificate Holder Report to NHDES on behalf of the City and provide a copy to the City.
3. Copies of all required regulatory reports shall be provided to the City of Concord.

**Disposal Option:**

**Site/Facility Management & Transportation:**

1. Proposer shall provide evidence of adequate facilities to manage 100% of the residuals generated at the Hall St. WWTF.
2. All facilities must be in full compliance with all applicable federal, state and local laws, ordinances, rules, regulations, and requirements.
3. All facility management and regulatory requirements are the responsibility of the Proposer.
4. Copies of all federal, state, and/or local permits related to facility operation shall be provided to the City of Concord.
5. The Proposer shall provide all equipment, labor, materials and supplies for collection and transportation of the residuals to designated facilities.
6. All vehicles, trailers, containers must be in full compliance with all federal, state and local laws, ordinances, rules, regulations, and requirements.
7. The Proposer shall provide a detailed description of the equipment that will dedicated to the City's operation, and a contingency plan for replacement equipment or alternate transportation services should the need arise.
8. The Proposer shall maintain two (2) empty containers in the City's loading bays at all times to allow for flexibility in the City's operating schedule.
9. Container pick-up shall be coordinated with designated WWTF staff members and will typically be between the hours of 7:00 AM and 3:30 PM, Monday through Friday.

**Record Keeping and Reporting:**

1. The Proposer shall maintain all required data and records to comply with all applicable federal, state and local laws, ordinances, rules, regulations, and requirements.
2. The Proposer shall prepare and submit all required regulatory reports related to disposal of the City of Concord's sludge at Proposer's facilities.
3. Copies of all required regulatory reports shall be provided to the City of Concord.

## **PROPOSAL FORMAT**

In order to facilitate evaluation of all proposals each Proposer 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.

### **1. COMPANY BACKGROUND MATERIAL**

Information concerning the background, experience, and reputation of the Proposer which is felt to be pertinent.

#### **a. Ability to Perform**

The Proposer should demonstrate an understanding of and familiarity with the required services by listing previous similar work completed with other entities.

#### **b. Local Knowledge**

The Proposer should demonstrate their familiarity with the City of Concord's Wastewater Treatment Facilities and processes.

### **2. EXPERIENCE**

The Proposer shall provide a list of previous projects awarded to it that are considered identical or similar to the scope of services requested herein.

The Proposer must submit a list as described above which shall include the following:

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

### **3. PROJECT MANAGER - CONTACT PERSON**

The Proposer will identify the project manager or individual who will be assigned to work with the CITY, along with individual qualifications.

#### 4. REQUIRED SUBMISSIONS

The Proposer shall submit the following:

- a. Evidence of adequate facilities to manage 100% of the residuals generated at the Hall Street wastewater treatment facility.
- b. Evidence that all facilities are in full compliance with all applicable federal, state and local laws, ordinances, rules, regulations, and requirements.
- c. Copies of all federal, state, and/or local permits related to facility operation shall be provided to the City of Concord.
- d. A listing of all equipment, labor, materials and supplies for collection and transportation of the residuals to designated facilities.
- e. Evidence that all vehicles, trailers, containers must be in full compliance with all federal, state and local laws, ordinances, rules, regulations, and requirements.
- f. A detailed description of the equipment that will dedicated to the City's operation, and a contingency plan for replacement equipment or alternate transportation services should the need arise.
- g. Evidence that the Proposer has the ability to maintain all required data and records to comply with all applicable federal, state and local laws, ordinances, rules, regulations, and requirements.
- h. Evidence that the Proposer has the ability to prepare and submit all required regulatory reports related to disposal of the City of Concord's sludge at Proposer's facilities
- i. See also Proposer's Submission Checklist.

#### 5. SIGNATURE

The proposal shall be signed by an official authorized to bind the offer, and shall contain a statement to the effect that the proposal is a firm offer for a ninety (90) 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.

#### 6. EVALUATION GUIDELINES

See **Attachment A, Proposal Evaluation Form** for all weighted criteria.

## PROPOSAL SUBMISSION CHECKLIST

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

1. Proposal Statement (See Proposal Format).
2. Proposal Sheet
3. Specifications Exception Form.
4. Alternate W-9 Form.
5. City of Concord Indemnification Agreement.

**The successful Proposer must submit, prior to contract signing, the following documentation:**

1. Insurance Certificate (naming the City of Concord as an Additional Insured) that meets the minimum requirements for types and levels of coverage.
2. Current audited financial statements (which will be considered proprietary information upon written request of the successful proposer)

**RFP27-11, PROPOSAL SHEET**

THE UNDERSIGNED AGREES TO PROVIDE THE REQUIRED SLUDGE/BIOSOLIDS MANAGEMENT SERVICES IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS OF RFP27-11 FOR THE FOLLOWING FIRM, FIXED NOT TO EXCEED PRICES:

**1. Beneficial Reuse Option:**

a. Class A Biosolids (includes transportation & all fees) \$ per Wet Ton Year One (1):

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
Written Figures

Pricing Escalator Year Two (2): \_\_\_\_\_

Pricing Escalator Year Three (3): \_\_\_\_\_

Pricing Escalator Year Four (4): \_\_\_\_\_

Pricing Escalator Year Five (5): \_\_\_\_\_

Assuming 8000 Wet Tons annual production of Class A Biosolids, indicate the maximum annual Class A management capability (0 – 8000 WT):

\_\_\_\_\_ Wet Tons

b. Class B Biosolids (includes transportation & all fees) \$ per Wet Ton Year One (1):

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
Written Figures

Pricing Escalator Year Two (2): \_\_\_\_\_

Pricing Escalator Year Three (3): \_\_\_\_\_

Pricing Escalator Year Four (4): \_\_\_\_\_

Pricing Escalator Year Five (5): \_\_\_\_\_

Assuming 7500 Wet Tons annual production of Class B Biosolids, indicate the maximum annual Class B management capability (0 – 8000 WT):

\_\_\_\_\_ Wet Tons

c. Unstabilized Sludge (includes transportation & all fees) \$ per Wet Ton Year One (1):

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
Written Figures

Pricing Escalator Year Two (2): \_\_\_\_\_

Pricing Escalator Year Three (3): \_\_\_\_\_

Pricing Escalator Year Four (4): \_\_\_\_\_

Pricing Escalator Year Five (5): \_\_\_\_\_

d. Fuel Surcharge – Please provide proposed fuel surcharge schedule as applicable.

e. No additional fees will be allowed during the contract period.

**2. Disposal Option:**

a. Unstabilized Sludge (includes transportation & all fees) \$ per Wet Ton Year One (1):

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
Written Figures

Pricing Escalator Year Two (2): \_\_\_\_\_

Pricing Escalator Year Three (3): \_\_\_\_\_

Pricing Escalator Year Four (4): \_\_\_\_\_

Pricing Escalator Year Five (5): \_\_\_\_\_

b. Fuel Surcharge – Please provide proposed fuel surcharge schedule as applicable.

c. No additional fees will be allowed during the contract period.

VALUE ADDED SERVICES OFFERED AT NO CHARGE TO THE CITY: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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: \_\_\_\_\_

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 25, 2011 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:

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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.

# 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 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 –
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**Part II** Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	<b>Signature of U.S. Person</b>	<b>Date:</b>
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**Purpose of Form**  
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer 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  
RFP27-11, SLUDGE/BIOSOLIDS MANAGEMENT SERVICES  
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** \_\_\_\_\_

**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.

**CITY OF CONCORD, NEW HAMPSHIRE**  
**RFP27-11, SLUDGE/BIOSOLIDS MANAGEMENT SERVICES**  
**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
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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
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Follow Form Umbrella on ALL requested Coverage

**Other**

1. Professional/Errors & Omissions NA

2. Builders Risk – Renovation Form NA

All Risk completed value form including Collapse

Sublimit for Soft Cost Coverage

3. Installation Floater (Equipment) NA

4. Riggers Liability NA

5. Environmental – Pollution Liability \$1,000,000

6. Aviation Liability NA

7. Watercraft – Protection & Indemnity NA

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

## NOTICE OF AWARD

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

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

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

CITY PROJECT NO. RFP27-11

PROJECT: Sludge/Biosolids Management Services

CITY CONTRACT NO.: RFP27-11

CONTRACT FOR: Sludge/Biosolids Management Services

You are notified that your Proposal opened on March 25, 2011 for the above Contract has been considered and accepted for you to provide sludge/biosolids management services for the City's wastewater treatment facilities. All terms, conditions, specifications, and prices shall be in accordance with the **CITY'S** Request for Proposals (RFP27-11 and all addenda) and the **CONTRACTOR'S** proposal.

The **CITY** shall pay to the **CONTRACTOR**, the following firm, fixed prices:

**SEE ATTACHED.**

One original of the Agreement accompanies this Notice of Award.

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

1. One fully executed counterpart of the Agreement;
2. Your insurance certificate(s), naming the **CITY** as an additional insured, meeting the minimum required types and levels of coverage; and

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

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

CITY OF CONCORD, NEW HAMPSHIRE  
(CITY)

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

PURCHASING MANAGER  
(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 **“CONTRACTOR”**.

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

1. The **CONTRACTOR** will commence and provide the sludge/biosolids management services as detailed by RFP27-11 and all addenda and the **CONTRACTOR’S** proposal response opened on March 25, 2011.
2. The **CONTRACTOR** will furnish all of the material, supplies, tools, equipment, labor, and other services necessary to provide the sludge/biosolids management services described herein.
3. The **CONTRACTOR** will commence the work required by the **CONTRACT DOCUMENTS** on July 1, 2011. Completion time for this Agreement shall be June 30, 2016. This Agreement may be renewed, upon mutual agreement of the **CITY** and the **CONTRACTOR**, for one (1) additional five (5) year period.
4. The **CONTRACTOR** agrees to provide all the **SERVICES** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the following fixed fees for services provided with the cost proposal submitted by the **CONTRACTOR**

a. Beneficial Reuse Option:

- (1) Class A Biosolids\*: \$\_\_\_\_\_ per Wet Ton
- (2) Class B Biosolids\*: \$\_\_\_\_\_ per Wet Ton
- (3) Unstabilized Sludge\*: \$\_\_\_\_\_ per Wet Ton
- (4) Fuel Surcharge: \_\_\_\_\_

b. Disposal Option:

- (1) Unstabilized Sludge\*: \$\_\_\_\_\_ per Wet Ton
- (2) Fuel Surcharge: \_\_\_\_\_

**\*Includes transportation & all fees**

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

(A) REQUEST FOR PROPOSALS, RFP27-11

(B) RFP27-11 PROPOSAL RESPONSE

(C) CITY OF CONCORD REQUIRED CONTRACT FORMS

1. SPECIFICATIONS EXCEPTION FORM

2. ALTERNATE FORM W-9

3. INDEMNIFICATION AGREEMENT

4. INSURANCE CERTIFICATE

(D) LETTER OF AWARD

(E) NOTICE OF AWARD

(F) AGREEMENT

(G) NOTICE TO PROCEED

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

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**.

Retention from progress payments will be in accordance with the General Terms and Conditions.

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:**

\_\_\_\_\_

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. RFP27-11

PROJECT: Sludge/Biosolids Management Services

CITY CONTRACT NO.: RFP27-11

CONTRACT FOR: Sludge/Biosolids Management Services

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(Name of Contractor)

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 this contract shall be not later than \_\_\_\_\_.

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

1. Certificates of insurance, naming the CITY as additional insured, which you are required to purchase and maintain in accordance with the Contract Documents; and

CITY OF CONCORD, NEW HAMPSHIRE  
(CITY)

**BY**

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

PURCHASING MANAGER  
(TITLE)

Copy to: CDD, ENGINEERING SERVICES

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/Purchasing

Reference: RFP27-11

**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 (RFP27-11, Sludge/Biosolids Management Services) 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: RFP27-11, SLUDGE/BIOSOLIDS MANAGEMENT SERVICES

DEPARTMENT/DIVISION: GENERAL SERVICES DEPARTMENT, PUBLIC PROPERTIES DIV.

RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Proposal:</u>			
Meets Stated Requirements-Required Documents Submitted	5		
Pricing, Fuel Surcharge, Escalator	30		
<u>Firm/Organization:</u>			
Relevant Experience & Qualifications	15		
Record of Satisfactory Performance	15		
Site/Facility Management & Transportation Capabilities	15		
Record Keeping and Reporting Capabilities	15		
Project Manager	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 determine the Total Score. The vendor with the highest Total Score is awarded the contract.**