

RFP37-14

City of Concord, New Hampshire

Purchasing Division

DRY POLYMER

Prepared for, and in coordination with the

**GENERAL SERVICES DEPARTMENT
WASTEWATER TREATMENT DIVISION**

Contract Documents
Proposal Documents
Specifications

Firm: _____

**PROPOSAL DUE DATE/TIME: MARCH 14, 2014
NOT LATER THAN 2:00 PM
MANDATORY PRE-QUALIFICATION TESTING MUST BE
COMPLETE NOT LATER THAN MARCH 7, 2014**



City of Concord, New Hampshire

PURCHASING DIVISION

311 North State Street
CONCORD, NH 03301
(603) 225-8530 FAX: (603)230-3656
www.onconcord.com/purchasing

REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified private firm to provide and deliver dry polymer, on an as needed basis, to its Hall Street Wastewater Treatment Facility. The firm must be lawfully engaged in providing and delivering dry polymer in the State of New Hampshire.

An overview and detailed specifications are provided later in this Request for Proposals (RFP). Selection of a vendor to provide dry polymer shall involve a 2-phase process as follows:

1. Phase 1: Bench Testing of Polymers
2. Phase 2: Submission of Proposals (from vendors who have had their dry polymer pre-qualified during Phase 1)

Phase 2 proposals must be received **not later than 2:00 PM on March 14, 2014** from pre-qualified firms, to be eligible for consideration by the City. Each statement shall be submitted to the **Purchasing Division, City of Concord, 311 North State Street, Concord, NH 03301** in a sealed envelope which is clearly marked,

"RFP37-14, DRY POLYMER"

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.

Complete copies of RFP 37-14 are available from the Purchasing Division, City of Concord, 311 North State Street, Concord, NH 03301 (603-225-8530) or on-line at www.concordnh.gov/Purchasing.

Mandatory pre-qualification testing must be completed not later than March 7, 2014. Proposals will only be accepted from Vendors that have met the pre-qualification requirement.

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

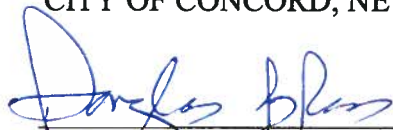
The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest 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	603.230-3664 603.230.3656(fax)	dross@concordnh.gov www.concordnh.gov/purchasing
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	plansroom@agcnh.org www.agcnh.org
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856 603.627.4524(fax)	info@constructionsummary.com www.constructionsummary.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)	Una_Taylor@mcgraw-hill.com www.construction.com
New England Construction News - CDC News	Bid House	100 Radnor Rd S-102, State College, PA 16801	1.800.652.0008 1.888.285.3393(fax)	plans@cdcnews.com www.cdcnews.com

CITY OF CONCORD, NEW HAMPSHIRE



Douglas B. Ross, Purchasing Manager

Date: 1/27/14

**PROPOSAL DUE DATE/TIME: MARCH 14, 2014
NOT LATER THAN 2:00 PM
MANDATORY PRE-QUALIFICATION TESTING MUST BE
COMPLETE NOT LATER THAN MARCH 7, 2014**

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 (**603-230-3656: Fax; dross@onconcord.com**) 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 is 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.
- 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 at any time before a contract has been fully executed by all parties and is approved by the City.

CONTRACT:

Any Contract between the City and the Vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the Vendor's proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern.

However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the Vendor's proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that this proposal shall be subject to acceptance without further clarification.

EXECUTION OF AGREEMENT:

The successful Proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the City, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

APPROVAL OF AGREEMENT:

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

FAILURE TO EXECUTE AGREEMENT:

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

DISQUALIFICATION:

Awards will not be made to any person, firm and/or corporation that has defaulted upon a contract with the City, the State of New Hampshire or the Federal Government within the past 5 years. Awards will not be made to any principal owner or officers that have a 10% or greater interest in a firm or corporation that has defaulted upon a contract with the City, the State of New Hampshire or the Federal Government within the past 5 years.

Corporations must currently be in good standing with the Secretary of State's Office in the state of incorporation.

INSURANCE:

The successful proposer shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents, acceptable to the City, at the proposer's sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or proposer's performance hereunder and

shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the City.

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

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

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

WORKER'S COMPENSATION:

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

DISAGREEMENTS AND DISPUTES:

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

TERMINATION OF CONTACT FOR CAUSE:

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

Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

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

TERMINATION FOR THE CONVENIENCE OF THE CITY:

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

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

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 shall reference a valid City of Concord Purchase Order Number.

PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the completion of 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. The City's tax exemption certificate will be provided to the successful vendor upon request. 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.

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.

ACCESS TO PUBLIC MEETINGS

All City of Concord public meetings are accessible for persons with disabilities. Any person who feels that he or she may be unable to participate in a City of Concord public meeting due to a disability should, to the extent possible, call (603) 225-8570 at least 48 hours prior to the meeting so that a reasonable accommodation can be arranged.

For meetings held in the City Council Chambers, any person who is unable to access the upper level of the Council Chambers to address the City Council or any other public body may use the podium and/or microphone located at the lower level of the Council Chambers. Other reasonable accommodations may be available upon request.

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.

RFP 37-14

DRY POLYMER

INSTRUCTIONS FOR PROPOSERS

1. GENERAL

The City of Concord, New Hampshire (hereinafter referred to as the CITY), is seeking the services of a vendor (hereinafter referred to as the VENDOR) to provide and deliver dry polymer to the Hall Street Wastewater Treatment Facility on an as needed basis. The VENDOR must be lawfully engaged in the service of providing and delivering dry polymer in the State of New Hampshire.

Interested VENDORS should respond to this request by submitting a Proposal on or before the time due for submission (see Paragraph 7, **PROPOSAL PREPARATION.**)

Only VENDORS whose dry polymer has been pre-qualified (See Phase 1) shall be allowed to submit proposals.

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

2. PROPOSAL SUBMISSION

In order to be considered responsive, **one (1) original and four (4) identical copies** of the proposal must be submitted in to Mr. Douglas Ross, Purchasing Manager, Finance Department, City Hall, 311 North State Street, Concord, NH, 03301.

Proposals must be received no later than 2:00 PM on March 14, 2014 to be eligible for consideration by the CITY. Each statement shall be submitted in a sealed envelope which is clearly marked as follows:

**RFP 37-14
Proposal for
Dry POLYMER**

3. GUIDELINES FOR PROSPECTIVE VENDORS

It is the policy of the CITY that contracts be awarded only to responsive and responsible offerers. 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

4. CONSIDERATION OF PROPOSALS

Proposals will be reviewed as soon as possible after the advertised opening date, followed by selection of a VENDOR. It is anticipated that a contract will be signed with a VENDOR by **June 1, 2014**.

5. PROGRAM BACKGROUND

See Detailed Specifications Phase 1 Documentation

6. SCOPE OF SERVICES REQUESTED

a. Description of Services Requested

See Detailed Specifications

b. Time Frame for Performance of Services

Any contract awarded by the CITY, subsequent to this RFP, shall be for the period **July 1, 2014 through June 30, 2015**. The price offered **MUST be firm for this entire period**. Fuel adjustment surcharges or any other pricing adjustment shall not be allowed

for period of the Agreement. The Agreement may be renewed, by mutual consent, for up to **four (4) additional one (1) year periods.**

7. PROPOSAL PREPARATION-Phase 2

In order to facilitate evaluation of all proposals, each VENDOR is instructed to follow the outline below in responding. Statements that do not follow the outline, or do not contain the required information, may be considered as unresponsive statements. Additional and more detailed information may be annexed to the main body of the reply.

a. Company Background Material

Information concerning the background experience, financial status, and reputation of the VENDOR which is felt to be pertinent. Please include the most recent annual report.

b. Ability to Perform

The VENDOR will demonstrate understanding and familiarity with the needs of the City and its ability to meet these needs.

c. Contact Person

The VENDOR will identify the individual(s) who will be assigned to work with the City, along with a copy of the resume for each.

d. Experience

The VENDOR shall provide a list of previous and current contracts, if any, awarded by a government agency to the VENDOR which are considered identical or similar in scope to the needs of the City.

1. Name and address of contracting agency
2. Contract duration, including dates;
3. Quantity of dry polymer provided annually
4. Name and telephone number of contracting agency who may be contacted for verification of all information submitted.

e. Submission of Required City Documents

The VENDOR must complete, sign where required and submit the following documents in order to be considered responsive:

1. Specifications Exception Form
2. Alternate Form W-9
3. Indemnification Agreement

f. Signature

Name, title, address, and telephone number of the individual(s) with authority to contractually bind the company, and also who may be contacted during the period of statement evaluation for the purpose of clarifying submitted information.

8. INSURANCE

Per attached Insurance Requirements for All Vendors. The successful VENDOR must provide the CITY with its insurance certificate, meeting the required minimum types and levels of coverage, naming the CITY as additional insured for general liability and auto liability, prior to the contract being signed by the CITY.

9. CONTRACT AWARD

Any contract entered into by the CITY shall be in response to the Proposal and subsequent discussions. The award shall be based on the criteria detailed on the Evaluation Form (Attachment A).

DETAILED SPECIFICATIONS

Dry Polymer Phase 1: Bench Testing of Polymers

The City of Concord is requesting qualified vendors to test their materials at the Hall St. Wastewater Treatment Facility, Concord, New Hampshire. The City of Concord shall purchase only from vendors whose materials have been tested and pre-qualified in Phase 1 and awarded a contract in Phase 2. Testing and prequalification must be completed not later than **March 7, 2014**

The following information describes the method and the basis for pre-qualification.

GENERAL:

The Hall Street Wastewater Treatment Facility utilizes dry polymer as a coagulant in a sludge dewatering process. The sludge is mechanically dewatered on two, 2-meter Ashbrook belt presses. Original process design criteria for the dewatered sludge cake is 26% solids. Typical dewatered sludge cake discharged from the belt presses over the past year has averaged approximately ~26 % solids. Annual dry polymer consumption is estimated at 20,000 - 25,000 lbs.

PROCESS PERFORMANCE CRITERIA:

- a. Type of Sludge: Approximately 50/50 blend of co-settled primary and waste activated sludge primarily from a mixed growth secondary wastewater treatment facility with fine bubble diffused aeration. Small quantities of waste activated sludge from two other extended aeration wastewater treatment facilities and the City's SBR facility are also blended with the sludge from the Hall St. facility.
- b. Sludge Feed Concentration: typical range is 2.5 – 3.5 % dry solids.
- c. Hydraulic throughput, polymer dose, sludge cake solids concentration, solids capture (combined filtrate and washwater):

Feed Solids Percent	Hydraulic Throughput GPM	Maximum Polymer Dose Lbs/Ton D.S.	Minimum Cake Solids Percent	Solids Capture Percent
2.5	125	12	25	95
3.0	125	12	25	95
3.5	115	12	25	95

DETAIL:

1. Prospective VENDORS must pre-qualify by bench testing of polymers on a representative sample of co-settled sludge at the Hall Street Wastewater Treatment Facility, 125 Hall Street, Concord, New Hampshire. Scheduling of the required bench testing shall be arranged by contacting Dan Driscoll, Operations Supervisor, at 603-230-3858 between the hours of 7:00 A.M. and 3:30 P.M., Monday through Friday. The pre-qualification shall be performed at no charge and no obligation to the CITY.
2. A preliminary report shall be provided at the conclusion of the bench testing indicating the products tested and all pertinent analytical data. **This report will be left with the WWTP Superintendent or his designee the day of the bench testing.**
3. **Under no circumstances will the CITY open and select a proposal on any polymer that has not met the pre-qualification requirement.**
4. Proposals shall be submitted to and opened by the CITY only from pre-qualified VENDORS and shall include the following information:
 - a. Product name
 - b. Product technical data sheet
 - c. Cost per dry pound of polymer.
 - d. Required polymer dosage in dry pounds of polymer per dry ton of blended sludge solids.
5. **The lowest responsive and responsible proposal will be determined on a cost-per-dry ton basis utilizing the pricing and dosage data submitted under Item 4 above.**
6. The selected VENDOR shall conduct a full-scale plant trial for two typical processing days (approximately 12 dry tons of co-settled sludge per day) to validate product performance as specified in the proposal. The plant trial shall be conducted at no cost to the CITY except for the cost of polymer used. The VENDOR shall have the option of being present during the performance testing.
7. Failure of the product to meet the process performance criteria and/or to achieve the desired minimum percent (25 %) of solids in the sludge cake discharged from the belt filter presses may be cause for rejection of the proposal.
8. Should the highest rated proposal be rejected, the next highest rated proposer would be offered the opportunity for a plant trial, and so forth until the proposal is awarded.
9. Each VENDOR shall list all other polymer products available with associated pricing and any discounts offered as part of its proposal submission.

PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each prospective VENDOR must submit the following documents, in **one (1) original and four (4) identical copy** as part of their proposal:

1. Proposal Statement (Instructions for Proposers, Paragraph 7 a-f)
2. Proposal Sheet (to include all other polymer products available with associated pricing and any discounts offered.)
3. Product Technical Data Sheet
4. Specifications Exception Form
5. Alternate Form W-9
6. City of Concord Indemnification Agreement

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

**RFP 37-14
CITY OF CONCORD, NEW HAMPSHIRE
WASTEWATER TREATMENT DIVISION
PROPOSAL SHEET
DRY POLYMER**

The undersigned hereby agrees to provide and deliver dry polymer to the Wastewater Treatment Division on an as-needed basis, in accordance with the terms, conditions and specifications of RFP 37-14, at the below listed firm, fixed price:

Product name: _____

Cost per dry pound of polymer:\$ _____

Required polymer dosage in dry pounds of polymer per dry ton of sludge solids:_____

Total polymer cost per dry ton of sludge treated:\$ _____

Other Polymer Products Available (Attach additional sheets as needed).

<u>Description</u>	<u>List Price</u>	<u>Discounted Price</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
8. _____		
9. _____		
10. _____		

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: NET 30 DAYS

PROMPT PAYMENT TERMS: _____

PLEASE FILL OUT, SIGN AND RETURN TO:

The City of Concord
Douglas B. Ross, Purchasing Manager
311 North State Street
Concord, NH 03301
603-230-3664
603-230-3656 (Fax)
dross@concordnh.gov

Due Date/Time: March 14, 2014 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 01/2011)

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/disregard entity name, if different from above	
> Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited Liability Company – Enter the tax classification (C= Corporation, S-S Corporation, P= Partnership) <input type="checkbox"/> Other (see instructions) <input type="checkbox"/> Exempt payee	
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3. **Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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 (or I am waiting for a number to be issued to me), 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. citizen or other U.S. person (defined below).

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. See the instructions on page 4.

Sign Here	Signature of U.S. Person	Date:
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. **Note.** If a requester give you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

CITY OF CONCORD, NEW HAMPSHIRE

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

The successful contractor agrees to indemnify, 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
RFP37-14, DRY POLYMER
Insurance Requirements for All Vendors**

Additional Coverage is Required if Checked **Minimum Limits Required**

Commercial General Liability

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

- Occurrence
- Claims Made

Additional Coverage to Include

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

Commercial Automobile Liability

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

- Any Auto, Symbol 1
- Include Employees as Insured

Additional Coverage to include:

- Garage Liability NA
- Garage Keepers Legal Liability NA

Workers Compensation

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

Commercial Umbrella

May be substituted for higher limits required above	\$1,000,000
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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
- 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. RFP 37-14 _____

PROJECT: Dry Polymer _____

CITY CONTRACT NO.: RFP 37-14 _____

CONTRACT FOR: Dry Polymer _____

You are notified that your Proposal received and opened on March 14, 2014 for the above Contract has been considered and accepted for you to provide and deliver dry polymer, on an as needed basis, to the CITY'S Hall Street Wastewater Treatment Facility. All terms, conditions, specifications and prices shall be in accordance with the CITY'S Request for Proposals (RFP 37-14 and all addenda) and the VENDOR'S proposal.

The Contract Price of your contract is not to exceed:

Cost Per Dry Pound of Polymer: \$ _____

Total Polymer Cost Per Dry Ton of Sludge Treated: \$ _____

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 types and levels of required coverage, naming the CITY as an additional insured.

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.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY

(AUTHORIZED SIGNATURE)

PURCHASING MANAGER
(TITLE)

Copy to GENERAL SERVICES DEPARTMENT, WASTEWATER TREATMENT
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 “**VENDOR**”.

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

1. The **VENDOR** will commence to provide and deliver, on an as-needed-basis, dry polymer to the **CITY’S** Hall Street, Wastewater Treatment Facility. All terms, conditions, specifications and prices shall be in accordance with the **CITY’S** Request for Proposals (RFP 37-14 and all addenda) and the **VENDOR’S** proposal response opened on **March 14, 2014**.
2. The **VENDOR** will furnish all of the material, supplies, tools, equipment, labor and other services necessary to provide the dry polymer as detailed by RFP 37-14 and all addenda.
3. The **VENDOR** will commence the work required by the **CONTRACT DOCUMENTS** on **July 1, 2014**. Completion time for the project will be not later than **June 30, 2015**. This Agreement may be extended, by mutual consent, for any combination of up to four (4) additional one (1) year periods.
4. The **VENDOR** 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 **VENDOR**. The contract prices shall be:
 - A. Cost Per Dry Pound of Polymer: \$ _____
 - B. Total Polymer Cost Per Dry Ton of Sludge Treated: \$ _____
5. The term “**CONTRACT DOCUMENTS**” means and includes the following:
 - (A) REQUEST FOR PROPOSALS RFP 37-14
 - (B) RFP 37-14 PROPOSAL RESPONSE
 - (C) CITY OF CONCORD REQUIRED CONTRACT FORMS
 1. SPECIFICATIONS EXCEPTION FORM
 2. ALTERNATE FORM W-9
 3. INDEMNIFICATION AGREEMENT
 4. INSURANCE CERTIFICATE
 - (F) LETTER OF AWARD DATED _____

- (D) NOTICE OF AWARD DATED _____
- (E) AGREEMENT
- (F) NOTICE TO PROCEED
- (G) ADDENDA # _____, DATED _____
- (H) CITY PURCHASE ORDER

This Agreement between the City and the Vendor shall consist of (1) the Request for Proposals (RFP) and any amendments thereto and (2) the Vendor's proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP and all addenda 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 all addenda and the Vendor's proposal. In all other matters, not affected by written clarification, if any, the RFP and all addenda shall govern. The submitter is cautioned that this proposal shall be subject to acceptance without further clarification.

- 6. The **CITY** will pay the **VENDOR** 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 _____

VENDOR:

By _____

Name _____

(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____

(Please Type)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP 37-14

PROJECT: Dry Polymer

CITY CONTRACT NO.: RFP 37-14

CONTRACT FOR: Dry Polymer

(Name of Vendor)

You are notified that the Contract Time under the above contract will commence to run on **July 1, 2014**. 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 **June 30, 2015**. The Agreement may be extended, by mutual consent, for any combination of up to four (4) additional one (1) year periods.

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.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER
(TITLE)

Copy to GENERAL SERVICES DEPARTMENT, WASTEWATER TREATMENT DIVISION

City of Concord,
New Hampshire



Finance Department

Purchasing Division

311 NORTH STATE STREET

Concord, NH 03301

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

Reference: RFP37-14

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 (RFP37-14, Dry Polymer) 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 EVALUATION FORM

FIRM: _____ DATE: _____

PROJECT: RFP37-14, DRY POLYMER

DEPARTMENT/DIVISION: GS, WASTEWATER TREATMENT DIVISION

RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Proposal:</u>			
Submitted all Required Documents	10		
Cost Per Dry Ton Basis	25		
<u>Product:</u>			
Meets Specificaitons	10		
Meets Pre-Qualification Testing Requirements	10		
<u>Firm/Organization:</u>			
Record of Satisfactory Performance	15		
Qualifications/Experience/Organization/Facilities	15		
Can Meet the City's Required Performance Schedule	10		
Total:			

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

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