



Construction Engineering Services For Roadway Construction Projects Request for Proposals (RFP 2019-016) Town of Salem

March 2019

SALEM PURCHASING

Christine Wholley, Purchasing Agent
603-890-2090 fax 603-890-2091
cawholley@salemnh.gov

Christopher A. Dillon, Town Manager

Prepared for and in coordination with the

Salem NH Municipal Services Dept.

Daniel Hudson, PE, Engineering Division Director

603-890-2033

dhudson@salemnh.gov

**REQUEST FOR PROPOSALS FOR CONSTRUCTION INSPECTION SERVICES
(2019 Roadway Stabilization Program)
March 2019**

The Town of Salem, NH (the Town) is seeking construction engineering services proposals from qualified consulting engineers (the CONSULTANT) for construction oversite, inspectional services, testing and contract administration of the 2019 Roadway Stabilization Project and other capital improvement projects. Work is expected to commence in the Spring of 2019.

The Contract duration shall be twelve (12) months from the date of contract execution. The Town may, at its sole option and discretion, elect to extend the contract with the CONSULTANT to involve subsequent projects on an annual basis for up to two (2) additional years. This contract is not intended to be exclusive. The Town reserves the right to contract services from more than one CONSULTANT to perform similar tasks for like projects.

The CONSULTANT must be a qualified consulting engineer with the ability to provide sufficient documentation and references as to their abilities. The selection process will be qualification and price based. Proposal and all correspondence relating to this RFP shall be submitted to:

CHRISTINE WHOLLEY
Purchasing Coordinator
Town of Salem
33 Geremonty Drive
Salem NH 03079

Consultants requiring additional information or clarification relative to the contents of the RFP may direct inquiries to Daniel Hudson, Engineering Division Director at 603-890-2033 or dhudson@salemnh.gov.

Copies of the RFP may be obtained from the Town's purchasing website.
(<https://salemnh.pt7.civic-cms.com/purchasing/pages/current-bids-proposals-and-awards>)

Qualifications based Letters of Interest shall be received at the above address no later than 1:00 pm on April 18, 2019, late submittals will not be considered. Interviews will be conducted for the top three (3) qualified firms the week of April 29th.

The Town reserves the right to reject any or all proposals and/or to reduce the scope of work to an amount proportionate to availability funding and/or to otherwise make adjustments as deemed in the best interest of the Town.

Section 1: Background

As part of an ongoing capital improvements program, the Town of Salem, NH is pursuing construction engineering services from an engineering firm to support contract administration, inspection, testing, and oversight of the 2019 Roadway Stabilization Project in the Town of Salem, NH. The Town has further need for general construction engineering services from time-to-time on additional roadways and capital projects to support proper completion of Work. Work may be needed in all areas of construction engineering such as oversight, design modification, testing, sampling, layout, as-build, specification review/conformance, contract administration, and other such construction related services.

Contract duration shall be twelve (12) months. The Town may, at its sole option and discretion, elect to extend the contract with the CONSULTANT to involve subsequent projects on an annual basis for up to two (2) additional years. The Town reserves the right to contract Construction Engineering Services with other firms at any time, should it determine it to be its best interest.

Section 2: Scope of Services

Below is a general description of the services to be provided by the successful CONSULTANT. This outline is not meant to be all-inclusive. The top four firms are invited to include in their Letter of Interest (LOI) and interview any tasks and services deemed necessary to complete the Work successfully. The CONSULTANT should include any latitudes, prohibitions or limitations placed on the services presented in his LOI. It should be stated if some services or personnel cannot be provided for as specifically required in the LOI. The objective is to clarify all service options and personnel.

The 2019 Roadway Stabilization Project spans over fourteen streets and totals approximately 21,000 linear feet of roadway milling, paving, and ancillary improvements. Construction engineering services may extend to assistance with the Town's annual Road Program and other Capital Improvement Projects, on an as needed basis. Consultants shall be experienced in construction inspection efforts for public roadway and utility capital improvements projects.

General Scope of services for the project is as follows:

Construction Administration Services

- Attend Pre-Construction meeting with the Contractor and Town of Salem representatives. Prepare and distribute meeting notes.
- Review shop drawings and other Contractor submittals, provide review comments.
- Review and respond to Contractors request for information. Prepare Engineers' Supplemental Information for town review and distribute.
- Provide design modifications where requested based on property impacts and/or changes in condition.
- Review and process monthly contractor payment requisitions
- Maintain communications with the Contractor and Town concerning progress of the Work and conformance with the contract specifications.
- Prepare Change Orders for changes to Work or additional work requested

- Attend progress meetings, as needed, with the Contractor and the Town. Prepare meeting notes and distribute. Formal meetings are expected to be minimal for the Roadway Stabilization project.
- Attend substantial completion walk through with the Contractor and Town representatives.

Construction Observation

The CONSULTANT will provide an on-site project representative to observe the Work using a single primary qualified individual approved by The Town of Salem. It is understood that the Roadway Stabilization Project is largely a ‘mill & overlay’ project; however the project does include other aspects of construction such as minor drainage and utility work, casting replacements, intersection work, sidewalk work, pedestrian facility improvements and other such incidental road reconstruction efforts. On-site tasks may include:

- Observe construction and prepare a daily report of activities and construction chronology.
- Prepare daily estimates of Contract unit items as the work progresses.
- Prepare monthly summary of unit items installed.
- Provide opinions relating to contractor’s performance of the work and adherence to plans and specifications (CQA).
- Provide communications with the Town, Contractor Superintendent and Contract Administrator throughout construction.
- Coordinate with the Contractor as they complete layout and control of the site.
- Record locations and depths of constructed utilities for project record.
- Provide representation and testing at the asphalt plant as may be necessary during various paving operations. Generally, the Town will utilize sample information provided by the asphalt plant however; additional testing may be needed if product appears defective. Consultant may be requested to provide asphalt content and gradation testing of samples at the plant or in the field.
- Provide as needed gravel compaction testing.

Although there are critical operations that will require the presence of the on-site project representative, it is not expected that they be present at all times. Engineering judgement will be expected to determine when observation is appropriate according to Contractor’s scheduling. The CONSULTANT is expected to coordinate with the Contractor and Town Staff on upcoming work efforts.

Record Drawings

Record information and a post construction survey will be provided by the Contractor for minor utility work and other incidental construction activities.

- The CONSULTANT shall review record information for conformance with the Contract and specifications.
- The CONSULTANT will review Contractor’s post construction survey and provide written review comments. The survey shall include all as-build construction information and any new or unforeseen information discovered during the course of construction (i.e. bedrock, unstable soils, additional excavation, underground utilities encountered, etc.). As-builds shall document changes in condition on drawings.
- The CONSULTANT shall be responsible for reconciliation between the Town and the Contractor.

- The CONSULTANT may be required to prepare a construction manual which will include copies of; pertinent correspondence, field reports, meeting notes, payment applications, change orders, materials testing reports, easement documentation, shop drawings, project closeout documentation

The CONSULTANT shall also provide the Owner with hard copy and electronic format copies of all Work completed for the Town of Salem. Ownership of any points, point files, surfaces and other such data or intellectual information shall be to the Town of Salem.

Section 3: Letter of Interest

Prospective consultants shall submit a qualifications based Letter of Interest (LOI). The LOI shall identify the CONSULTANT, their place of business, name and telephone number of the person to contact about the proposal, and the project under consideration. The LOI shall be signed by a representative of the CONSULTANT that is authorized to enter into contracts. See Section 5 for LOI format. Content of the LOI shall generally be as follows:

- The LOI shall be comprehensive, but not more than 6 pages (single-sided 8.5" x 11" format).
- General promotional materials are not needed or wanted.
- Clearly and effectively define the firm's background and history in this type of work.
- Identify commitment and resources to provide the services requested.
- Identify Project Manager, dedicated Resident Project Representative ("RPR") for on-site field representation, and qualifications and experience of both. **Note that the Town requires a single primary RPR field representative.** It is understood that the identified RPR may have scheduling conflicts at times but, frequent conflicts will not be acceptable, as the Town desires consistency in inspectional services.
- Demonstrate examples of similar work and scope with a brief description of each.
- Provide other pertinent information that may better identify the prospective consultant as a qualified firm.

The LOI is not intended to be exhaustive. Instead, the LOI is intended to provide a brief snapshot of the interested parties that will successfully define them as qualified. Up to three (3) firms will be invited to attend an informal interview to complete the selection process.

Section 4: Submission of Letter of Interest

Letters of Interest for this Request for Proposals (RFP) shall consist of two separate documents, as follows:

1. The ***Letter of Interest*** shall be submitted in the format outlined below. One (1) original and three (3) copies shall be provided in a sealed package labeled 'Construction Engineering Services Letter of Interest'. The LOI shall be stapled or bound, no loose papers shall be included. *Cost information must not be included in any part of the LOI.*
2. The ***Cost Proposal*** shall be submitted in the format outlined below. One (1) original and one (1) copy shall be provided in a separate sealed envelope labeled 'Cost Proposal – Construction Engineering Services'.

Submission Deadline – Letter of Interest and Cost Proposal must be received at the office of the Purchasing Agent, at the address indicated in this RFP, no later than **1:00 PM on Thursday April 18, 2019**. Late proposals will not be considered.

Section 5: Format & Content of Letter of Interest

To enable the Town to perform a fair comparative analysis and evaluation of proposals, CONSULTANTS shall structure and compose their LOI in the format outlined below. The LOI shall be comprehensive, but focused and concise. An electronic copy (in PDF format; on CD or USB drive) shall be submitted with the requested hardcopies.

Letter of Interest

- 1. Cover Letter:** Each Consultant LOI must include a Cover Letter, identifying the CONSULTANT, their place of business, name and telephone number of the person to contact about the proposal, and the project under consideration. The Cover Letter shall be signed by a representative of the CONSULTANT that is authorized to enter into contracts.
- 2. CONSULTANT Knowledge and Experience:** Include a statement of qualifications that includes a summary of experience that pertains to the work described in the Scope of Services (Section 2). The firm shall provide brief summaries of the location and scope of similar recent projects that show experience in any of the tasks. Include not less than 3 project descriptions and not more than 5.
- 3. Overall Project Team:** Identify key members of the CONSULTANT'S project team, including sub consultants, and provide a brief background description of each with their planned contributions to the project. Of particular interest are the Project Manager and primary on-site Resident Project Representative ("RPR").
- 4. Conflict of Interest:** The CONSULTANT shall describe any and all current or potential conflicts of interest related to performance on this project. The selected contractors for 2019 include E. J. Paving and Busby Construction. If there is potential or present conflict of interest, the CONSULTANT must identify methods they will employ to address said conflicts.
- 5. Consultant Limitations:** The CONSULTANT should include any latitudes, prohibitions or limitations placed on the services presented in the LOI. If some services or personnel cannot be provided for as specifically provided for in the RFP it should be stated. The objective is to clarify all service options and personnel.
- 6. References:** Provide not less than three (3) and not more than five (5) references for which you have performed work of a similar nature. Include names of contact persons, with address and telephone numbers, so that the Town may contact them. At least one reference should be from a key decision maker from a municipality for whom the firm has worked. DO NOT include Town of Salem personnel as a reference.
- 7. Professional Resumes:** Professional Resumes shall be appended to the LOI and are not considered in the total page count. Provide professional resumes of key project team

members and sub consultants. Indicate at a minimum the licenses, degree, certifications, and/or any other relevant information related to professional status. Indicate the length of time each individual been with the firm. List relevant project experience completed by the staff persons on 2–4 similar projects. Limit resumes to 2 pages each.

Consultant Cost Proposal

The Consultant Cost Proposal shall not be included with the Consultant Proposal, but rather, shall be submitted in a separate sealed envelope labeled ‘Cost Proposal – Construction Engineering Services’. CONSULTANTS shall structure and compose their proposals in the format outlined below. An electronic copy (in PDF format; on CD or USB drive) shall be submitted with the requested hardcopies.

1. **Labor and Expenses Allocation:** Provide, in spreadsheet form, a breakdown of personnel and sub-consultants that will be involved in the project. For the purposes of this Contract the assumed labor and cost allocation shall be as follows.
 - a. Principle – 10 hours
 - b. Project Engineer/Manager – 40 hours
 - c. On-site Resident Project Representative – 400 hours
 - d. Clerical – 30 hours
 - e. Testing – Allowance on an as-needed/directed basis. Assume five (5) compaction tests & (5) Asphalt plant tests.
 - f. Incidentals/reimbursable items – Allowance. Mileage, copies, etc.(Assume 50 site visits)

The intent of the Cost Proposal is to derive a Total Fee based on the same matrix for each consultant. If there are other costs or exclusions then it should be noted but not included in the Cost Proposal total.

Rates used in the Labor and Expenses Allocation identified above will be firm and not subject to change without a mutually agreed change in the scope of work. Labor rates will be fixed for the duration of the contract including contract extensions. All prices should include all labor, material costs, mark ups, and any discounts if offered.

Section 6: Proposal Evaluations

This section shall serve as the criteria from which the RFP responses will be evaluated. In preparing a proposal the Town recommends that the CONSULTANT address the criteria clearly in their LOI and demonstrate the ability to meet each criterion. Statements should be verifiable to the greatest extent.

1. Strength and duration of successful performance in the business of providing services as described herein (and for a minimum continuous period of not less than five years).
2. Previous work experience. The CONSULTANT has participated in not less than three (3) similar construction engineering services projects for New Hampshire municipalities (or other public agencies). The CONSULTANT has provided information that clearly indicates their experience with projects similar to the project herein, and successfully relates that experience to this project.
3. The CONSULTANT has addressed how the project will be managed within the context of ongoing and pending work of both the CONSULTANT and any sub consultants.
4. Strength of proposed project team. The project team has demonstrated sufficient experience and has worked successfully together on other similar projects. The project leaders have a high level of technical expertise in the nature of the work outlined in this RFP.
5. The CONSULTANT has no conflict of interest or appearance of conflict of interest with any other party, or such relationships are not sufficient to warrant concern.
6. The CONSULTANT has received positive references from all clients contacted by the Town.
7. The degree of compliance with the requirements and requested format of this RFP.
8. CONSULTANT selection will not be based solely on the LOI. Evaluation of the RFP responses will also take into consideration the Cost Proposal and informal interview.

Section 6: Informal Interview

Up to three (3) consulting firms will be invited to attend an informal Consultant Interview. The intent of the interview will be to provide supplemental information, assess the project team, and determine the firm's capability. Consultants will be allowed a maximum of **15 minutes** to provide additional input which will allow the Town to complete the selection process. While the interview is informal in nature, perspective consultants should be able to provide a brief presentation on:

1. **Project Team**: Consultants should introduce primary members of the team, their backgrounds in this type of work and their rolls in the project.
2. **Familiarity with Salem and its infrastructure**: Consultants should be able to demonstrate they are familiar with Salem and its infrastructure.
3. **General Project Approach**: Consultants should be able to provide a general discussion on how they would be able to provide requested services to the Town.
4. **Additional Information**: Consultants are invited to provide any additional information or materials they feel is relevant to the project.

Section 7: Responsibilities of the CONSULTANT

1. The successful CONSULTANT will be considered to be the prime contractor for those services indicated in their proposal and will be required to assume total responsibility for

the services offered in this proposal whether or not the firm is the firm delivering all of the services. The Town will consider the successful CONSULTANT to be the sole point of contact with regard to all contractual matters, including performance or service unless otherwise stated.

2. The CONSULTANT shall provide the staff and resources as outlined in the RFP and shall not assign to other staff or sub consultants without the written approval of the Town.
3. The CONSULTANT shall complete the scope of work and shall commit staff and resources to professionally and expeditiously complete such scope. The CONSULTANT by virtue of their prior professional experience shall understand and endeavor to determine the possible obstacles that could interfere with the completion of the scope. The CONSULTANT shall make such obstacles known to the Town and provide the Town with solutions to overcome such obstacles.
4. No costs or expenses incurred by the CONSULTANTS in responding to this RFP will be borne by the Town.
5. Non-Discrimination in Employment and Affirmative Action. The CONSULTANT shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, or physical/mental handicap. The CONSULTANT agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment.
6. Upon evaluation of the RFP responses received, the Town will seek to enter into a contract with the selected CONSULTANT. In the event that the CONSULTANT fails, neglects or refuses to execute the contract within fourteen (14) days after notification that they have been selected by the Town, the Town may at its option terminate and cancel its action and commence contractual discussions with another CONSULTANT.
7. Incorporated by reference into the contract will be all of the information presented in or with this RFP and the CONSULTANT'S response thereto.

Section 8: Negotiation & Informalities

1. The Town reserves the right to negotiate with the selected CONSULTANT regarding variation to the original RFP, Contract, and Cost, if deemed to be in the best interest of the Town to do so.
2. The Town reserves the right to waive any item, which in the opinion of the Town is an informality. The Town has the right to accept or reject any or all proposals in whole or in part if it is deemed to be in the Town's interest to do so.

Section 9: RFP Questions & Revisions

Any questions or inquiries regarding this RFP must be submitted in writing. In order to be considered, they must be received by the Purchasing Agent no later than seven (7) calendar days

prior to the RFP submission deadline. Any revisions to the RFP will be provided in the form of an Addendum, posted on the Town's purchasing website at:

<https://salemnh.pt7.civic-cms.com/purchasing/pages/current-bids-proposals-and-awards>.

Perspective consultants should verify if any Addendums to this RFQ have been posted prior to submitting their LOI.

Section 10: General Conditions

Irregular Proposals: Proposals will be considered irregular and may be rejected for any of the following reasons; however the Town retains the right to waive informalities and irregularities at its sole discretion:

- If the proposal does not include all information listed in this RFP.
- If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- If the consultant adds any provisions reserving the right to accept or reject an award.

Delivery of Proposals & LOI's - Withdrawal, Opening, and Disqualification: All Letters of Interest shall be filed prior to the time and at the place specified in this RFP. LOI's received after the time specified may be returned to the consultant, unopened, at the Town's discretion. Faxed or emailed documents are not acceptable. The Town is not responsible for delayed mail that misses the deadline.

A consultant will be permitted to withdraw their proposal unopened after it has been deposited if such request is received in writing prior to the submittal time and date.

Either of the following reasons may be considered as being sufficient for the disqualification of a consultant and the rejection of his proposal:

- Evidence of collusion among proposers.
- Failure to supply complete information as requested by the proposal specifications.

The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in its sole judgment it is in the best interest of the Town of Salem.

Award: If a contract is to be awarded, the award will be made to the consultant that displays the best mix of qualifications, experience, cost, and availability as it pertains to the type of services in Section 2 above, as soon as practical after the review process.

Cancelation: The Town reserves the right to cancel the award of any Contract at any time before the execution of such Contract by all parties without any liability to the Town.

Laws: The CONSULTANT shall comply with all State and Local laws, ordinances, regulations and requirements applicable to work hereunder.

Consultant and Sub consultant Insurance: The CONSULTANT shall deliver at the time of execution of a contract; certificates of all insurance required hereunder and shall be reviewed prior to approval by the Town of Salem. The certificates of insurance shall state that the firm's issuing insurance will endeavor to mail to the Town of Salem ten (10) days-notice of cancellation, alteration or material change of any listed policies. The CONSULTANT shall keep in force the insurance required herein for the period of the Contract. At the request of the Town of Salem, the CONSULTANT shall promptly make available a copy of any and all listed insurance policies. The requested insurance must be written by a Company licensed to do business in New Hampshire at the time the policy is issued.

The Town of Salem, NH shall be listed as an additional insured on a primary and non-contributory basis in General Liability, Auto Liability and Umbrella Liability policies required for the contract. The CONSULTANT shall require each Sub consultant employed on the Contract to maintain the coverage listed below unless the CONSULTANT 'S insurance covers activities of the Sub consultant on the Project.

No operations under this Contract shall commence until certificates of insurance attesting to the below listed requirements have been filed with and approved by the Town, required accounting information (W-9, etc.) and the Contract approved by the Town.

Indemnification: The Town and CONSULTANT shall at all times indemnify and save harmless each other and their officers, and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with work completed under the contract.

Insurance Coverage: The CONSULTANT shall demonstrate that its staff is protected by Workers Compensation and Employers' Liability insurance in compliance with statutory limits and that the Consultant has coverage under professional liability, public liability and property damage insurance policies. Certificates for such policies will be provided to the Town upon request. Minimum coverages shall be as follows:

- Comprehensive General Liability (including Products Completed, Contractual Property, and Personal Injury coverage): \$1,000,000 per occurrence / \$2,000,000 aggregate
- Automobile Liability (Property Damage): \$1,000,000 per occurrence
- Professional Liability: \$1,000,000 per claim and in the aggregate

Accident Protections: It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to the Contract, that a CONSULTANT and any Sub consultant shall not require any laborer or mechanic employed in the performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety, as determined by construction safety and health standards of the Occupational Safety and Health Administration, United States Department of Labor, which standards include, by reference, the established Federal Safety and Health regulations for Construction. These standards and regulations comprise Part 1910 and Part 1926 respectively of Title 29 of the Code of Federal Regulations and are set forth in the Federal Register. In the event any revisions in the Code of

Federal Regulations are published, such revisions will be deemed to supersede the appropriate Part 1910 and Part 1926, and be effective as of the date set forth in the revised regulation.

Subcontracts: The CONSULTANT shall be as fully responsible to the Town of Salem for the acts and omissions of Subcontractors and of persons employed by him, as he is responsible for the acts and omissions of persons directly employed by him.

Extras: Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the Town has ordered the same, in writing.

Default and Termination of Contract: If the CONSULTANT does not proceed in accordance with the Contract, then the Town of Salem will have full power and authority without violating the Contract to take the prosecution of the work out of the hands of the CONSULTANT. The Town of Salem may enter into an agreement for the completion of said Contract according to the terms and conditions thereof, or use such other methods as in his opinion will be required for the completion of said Contract in an acceptable manner.

All extra costs and charges incurred by the Town of Salem as a result of such delay, neglect or default, together with the cost of completing the work under the Contract will be deducted from any monies due or which may become due to said CONSULTANT. If such expenses exceed the sum which would have been payable under the contract, then the CONSULTANT shall be liable and shall pay to the Town of Salem the amount of such excess.

Reasons for termination include, but are not limited to:

- CONSULTANT fails to begin work under Contract within the time specified in the notice to proceed;
- Fails to perform the work with sufficient labor and equipment, or with sufficient materials to assume prompt completion of said work;
- Performs the work unsuitably or neglects or refuses to remove materials or to perform a new such work as may be rejected as unacceptable and unsuitable;
- Discontinues the prosecution of the work;
- Fails to resume work, which has been discontinued, within a reasonable time after notice to do so;
- Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency;
- Makes an assignment for the benefit of creditors;

The Town of Salem will give notice, in writing, to the CONSULTANT for such delays, neglect, and default. CONSULTANT shall respond within 14 days to such notice with corrective action, to the Town's satisfaction, or be subject to Contract termination.

PROPOSAL/BID TERMS AND CONDITIONS

SUBMITTED BIDS/PROPOSALS: Proposals must be submitted as directed in the Notice to Qualified Firms, 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 emailed will not be accepted.

WITHDRAWING BIDS/PROPOSALS: Proposals may be withdrawn prior to the opening date and time upon written request of the Proposer up to three (3) calendar days prior to the bid opening. Negligence on the part of the Proposer in preparing his/her proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening.

PROPOSAL EVALUATION: **The Town reserves the right to reject any and all proposals received in response to the proposal. A proposal may be rejected, if the Bidder:**

- Fails to adhere to one or more of the provisions established in the Bid and General Terms and Conditions.
- Fails to submit its proposal at the time or in the format specified herein or to supply the minimum information requested herein.
- Fails to meet the minimum evaluation criteria specified in the Bid and General Terms and Conditions.
- Fails to submit its proposal to the required address on or before the deadline date established by the Town.
- Misrepresents its services, experience and personnel by providing demonstrably false information in its proposal or fails to provide material information.
- Fails to submit its cost on the enclosed bid form.
- Refuses a reasonable request for an interview.
- Refuses to provide clarification requested by the town.

RECEIPT AND OPENING OF PROPOSALS: Proposals shall be submitted prior to the time fixed in the Request for Sealed Bids/RFP. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS: All sealed bids received will be considered confidential and not available for public review until after the bid opening is conducted. Results will not be given over the phone. Requests for bid results shall be submitted in writing to the Purchasing Agent after the public opening. Request for Proposals will remain confidential until the proposer has been selected.

KNOWLEDGE AND EXPERIENCE: Only Contractors experienced in the industry will be considered for the work. Contractors shall submit a concise summary demonstrating their qualifications, including a minimum of three municipal and/or utility references familiar with their work. Highlight your company's experience to provide the highest quality and effective product and reliable service and support.

References will be contacted to confirm the quality of previously completed work, suitability of Contractor operations, and responsiveness to the owner's needs.

EXECUTION OF AGREEMENT: The successful Proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the town within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer.

FAILURE TO EXECUTE AGREEMENT: Failure of the successful Proposer to execute the agreement at the date and time agreed upon by the Town and the successful Proposer shall be just cause for cancellation of the award and forfeiture of all deposits.

CONTRACT TERMINATION: If at any time the Proposer fails to provide proper services during the contract period, the Town of Salem, NH will have the option to terminate the contract at any time without notice.

FAILURE TO SUPPLY GOODS OR SERVICES: If during the contract period the successful vendor fails to supply the Town of Salem, New Hampshire with the equipment/service (s). The Town of Salem, will purchase this product/service(s) on the open market and the vendor will price incurred on the open market.

RIGHT TO REJECT BIDS: The Town reserves the right to reject any and all sealed bids, should the Town deem it to be in the best interest of the public.

INSURANCE CERTIFICATES: Prior to the award of this contract, the Contractor shall be required to provide a Permit and License Bond in the amount of \$5,000 which shall be in effect for the duration of the contract and warranty period.

Prior to award of this contract, the Contractor shall submit insurance certificates indicating coverage for all vehicles, public liability and property damage in the following amounts:

Comprehensive General Liability	\$ 1,000,000/\$ 3,000,000
Auto Liability: Property Damage	\$ 1,000,000/\$ 1,000,000
Personal Injury	\$ 1,000,000/\$ 3,000,000
Workmen's Compensation	as required by the State of New Hampshire

PRICING: Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor and material costs, and any discounts offered. All services, materials, labor, and equipment required for the Work, will be supplied at the prices provided in the submitted Bid Form and are intended to provide a complete project.

DELIVERY: Pricing so stated on the Bid Form shall be inclusive of delivery and any other shipping charge. No additional compensation shall be granted for delivery or any shipment

requirement unless specifically provided for. Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices.

OR-EQUAL: The name of manufacturer, trade name, or catalog number mentioned in this request for bid description 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 that meets or exceeds the quality of the specifications listed. On all such proposals, the bidder 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.

GUARANTEES AND WARRANTIES: All work performed under this contract shall be guaranteed for a period of one year from the date of project acceptance and issuance of final payment. The Contractor shall be responsible for promptly repairing/replacing any area which is deemed unacceptable by the Town. The Contractor shall reimburse all damages or losses due to deficient materials or workmanship.

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 Town of Salem to ferret out information concerning the materials, which you intend to furnish.

If your bid/proposal does not meet all our specifications you must state it in the space provided below.

Bids/proposals on equipment, vehicles, computers, supplies, services and materials not meeting specifications may be considered by the Town, however, all deviations must be listed above.

If your bid does not meet our specifications, and your exceptions are not listed above or in space provided, the Town of Salem may claim forfeiture on your bid, if submitted.

Signed _____
I DO meet specifications

Signed _____
I DO NOT meet specifications as listed in this bid, exceptions are in space provided.

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

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.				
	2 Business name/dissolved entity name, if different from above				
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes:				
	<input type="checkbox"/> Individual/sole proprietor or	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate single-member LLC
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► _____				
	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.				
	<input type="checkbox"/> Other (see instructions) ► _____				
4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):					
Exempt payee code (if any) _____					
Exemption from FATCA reporting code (if any) _____					
(Applies to accounts maintained outside the U.S.)					
5 Address (number, street, and apt. or suite no.)					Requestor's name and address (optional)
6 City, state, and ZIP code					Town of Salem, NH 33 Geremonty Drive Salem, NH 03079
7 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 generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number		
OR		
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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ► Date ►

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1090-INT (interest earned or paid)
- Form 1090-DIV (dividends, including those from stocks or mutual funds)
- Form 1090-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1090-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1090-S (proceeds from real estate transactions)
- Form 1090-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the

to backup withholding. See [What is backup withholding?](#) on page 2.
By signing the filled-out form, you:

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, and

4. Certify that FATCA codes(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See [What is FATCA reporting?](#) on page 2 for further information.