



On-Call General Engineering Services Request for Qualifications (RFQ 2019-018)

Town of Salem

April 2019

SALEM PURCHASING
Christine Wholley, Purchasing Agent
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 QUALIFICATIONS
(On-Call General Engineering Services)
April 2019**

The Town of Salem, NH (the Town) is seeking qualifications to support selecting engineering firms (the CONSULTANTS) to provide general engineering services as needed. The scope of work will vary as the need arises. It is the intent of this RFQ to select 2-3 qualified firms with expertise in one or more of the engineering disciplines listed in Section 2: Scope of Services. The Town does not intend on selecting a single multi-disciplined firm to handle all aspects of potential need. Instead, the goal of the RFQ is to secure multiple engineering firms that the Town can rely on to complete specialized tasks. This will be an Indefinite Delivery, Indefinite Quantity (IDIQ) Contract and selection does not guarantee award of any work.

A Letter of Interest (LOI) shall be submitted by qualified firms that have a capable and demonstrable background in one or more aspects of work described in Section 2: Scope of Services of this RFQ.

CONSULTANT selection shall be valid for three (3) years from which independent contracts can be negotiated and executed. The Town may, at its sole option and discretion, elect to extend the Selection with the CONSULTANTS to involve subsequent projects on an annual basis for up to two (2) additional years.

The CONSULTANTS must be qualified consulting engineering firms, licensed to practice in the State of New Hampshire, with the ability to provide sufficient documentation and references as to their abilities. The selection process will be Qualifications Based Selection (QBS). LOI and all correspondence relating to this RFQ 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 RFQ may direct inquiries to Daniel Hudson, Engineering Division Director at 603-890-2033 or dhudson@salemnh.gov.

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

LOI's shall be received at the above address no later than 1:00 pm on May 30, 2019, late submittals and faxed or emailed submittals will not be considered. Informal interviews will be conducted at a date to be determined in June 2019.

The Town reserves the right to reject any or all submittals if deemed in the best interest of the Town.

Section 1: Background

The Town of Salem wishes to retain professional engineering firms to provide on-call general engineering services on an as needed basis. From time to time the Town of Salem requires assistance across a multitude of disciplines to support and maintain its infrastructure and facilities. In many cases, needs arise that were unforeseen and require immediate attention. As such, there often is not sufficient time to engage a consultant in accordance with the Town's procurement policy.

It is the intent of this RFQ to select 2-3 qualified firms with expertise in one or more of the engineering disciplines listed in Section 2: Scope of Services. The Town does not intend on selecting a single multi-disciplined firm to handle all aspects of potential need. Instead, the goal of the RFQ is to secure multiple engineering firms that the Town can rely on to complete specialized tasks. Prospective firms should select and speak to the tasks and services they can offer to the Town.

The Municipal Services Department is responsible for oversight of the following assets (quantities are approximate) including but not limited to:

- 182 miles of roads
- 35 miles of sidewalks
- 18 municipal bridges
- 117 miles of drain pipe
- 5,000 catch basins
- 600 drain manholes
- 750 drain outfalls
- 6.0 MGD Canobie Lake Water Treatment Plant
- 134 miles of water main
- 900 fire hydrants
- 7,700 water meters
- 3 water tanks
- 3 water booster stations
- 3 dams
- 76 miles of sewer main
- 10 sewer pump stations
- 1,600 sewer manholes
- 50 acres of property
- 15 Town buildings
- 5 cemeteries
- Solid Waste Transfer Station

Section 2: Scope of Services

Specific project tasks will include all aspects of project development including but not limited to; general planning services, general design services, permitting assistance, bid and proposal development services, engineering review and analysis, developing operating plans, grants application and administration, feasibility reports, cost/benefit analysis, and peer review.

This RFQ does not have a current defined scope for an active project. Project budgets will vary greatly depending on available funds and immediacy and/or nature of need. This will be an Indefinite Delivery, Indefinite Quantity (IDIQ) Contract and selection does not guaranty award of any work.

Below is a general description of the services to be provided by the successful CONSULTANTS. This outline is not meant to be all-inclusive. CONSULTANTS should specify which services they can provide, as specifically required in the Cover Letter. The objective is to clarify all service options and associated personnel.

On Call General Engineering Services Disciplines:

- Civil - Roadway Engineering Services
- Civil - Bridge Engineering Services
- Civil – Traffic Engineering Services
- Civil – “Mode Shift” – Bicycle, Pedestrian Engineering Services
- Utility - Water Treatment Engineering Services
- Utility - Water Distribution Engineering Services
- Utility – Sewer Collection Engineering Services
- Utility – Stormwater Engineering Services
- Environmental – Dam Engineering Services
- Environmental – Permitting and Engineering
- Facility - Condition and Needs Assessment, Space Planning, and Engineering
- Administration - RFQ and RFP document preparation,
- Administration - Grant pursuit and application
- Administration – Technical Peer Review Services

All interested firms shall have sufficient, readily available resources in the form of experienced personnel, support services, and specialized subconsultants to carry out the work without delay or shortcomings. On-Call services may be short duration and fast paced. Therefore, in addition to having sufficient resources to complete selected tasks, the submitting firms must have capacity to complete Work within time limits established by the Town.

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 LOI, and the subject RFQ. 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 8 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 the type(s) of work the firm is seeking to provide services for.
- Identify commitment and resources to provide the services requested.
- Identify Team lead and up to four (4) key personnel who would be charged with providing services to the Town. Provide a short paragraph describing the background and experience of each key employee.
- Demonstrate examples of similar work with a brief description of each service the firm is proposing to offer services for.
- Provide other pertinent information that may better identify the prospective consultant as a qualified firm.
- Professional resumes shall be appended and are **not** considered part of the total page count. Resumes shall be 1 page maximum and have relevant work experience for the type of service(s) being offered to the Town.

The LOI is not intended to be exhaustive. Instead, the LOI is intended to provide a brief synopsis of the firm and successfully define them as qualified for the type(s) of services being offered. Following review and scoring of LOI's, three (3) or more firms will be invited to attend an informal interview to complete the selection process.

Section 4: Submission of Letter of Interest

The ***Letter of Interest*** shall be submitted in the format outlined below. One (1) original, one (1) electronic copy (in PDF format; on CD or USB drive), and five (5) copies shall be provided in a sealed package labeled 'On-Call General 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.**

Submission Deadline – Letter of Interest must be received at the office of the Purchasing Agent, at the address indicated in this RFQ, no later than **1:00 PM on Thursday May 30, 2019**. Late submissions 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 Qualifications, CONSULTANTS shall structure and compose their LOI in the format outlined below. **The LOI shall be comprehensive, but focused and concise.** See also Section 3 for additional detail.

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 LOI, and the subject RFQ. 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 (up to one page) of qualifications that includes a summary of experience that pertains to each proposed service. Briefly discuss the Firm's total capabilities and available resources.

3. **Examples of Services Offered:** Considering maximum page count, provide up to a one page summary for each applicable service that the CONSULTANT is offering. The firm is encouraged provide brief summaries of the location and scope of recent projects that show experience in services being offered. The CONSULTANT should also provide the names of key personnel charged with managing the primary service tasks offered.
4. **Team Lead:** Append a 1 page resume for the CONSULTANT'S designee to be placed in charge to manage these contract services and who will be the direct point of contact with the Town. (Not counted in total page count)
5. **Key Personnel:** Append individual resumes speaking to relevant experience of up to four Engineers (or sub-consultants) who will be charged with project management of primary services offered. Resumes shall not exceed 1 page. (Not considered in total page count)
6. **References:** Provide not more than three (3) references for which the CONSULTANT has 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 references.
7. **Conflict of Interest:** The CONSULTANT shall include a Conflict of Interest statement. Describe any and all current or potential conflicts of interest related to performance of Work for the Town of Salem. If there is potential or present conflict of interest, the CONSULTANT must identify methods they will employ to address said conflicts.

Section 6: Letter of Interest Evaluations

This section shall serve as the criteria from which the RFQ responses will be evaluated. In preparing a LOI the Town recommends that the CONSULTANT address the criteria clearly in their Cover Letter 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 for a minimum continuous period of not less than five years.
2. **Previous work experience:** The CONSULTANT has provided information that clearly indicates their experience with projects similar to the scope herein, and successfully relates that experience to services requested.
3. **Strength of proposed project Personnel:** The key personnel have demonstrated sufficient experience on other similar projects. The project leaders have a high level of technical expertise in the nature of the work outlined in this RFQ.
4. **Capability of the Firm:** The Firm has, at their disposal, sufficient resources from which an effective team of professionals can be developed, and whom have ample experience working together.

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 RFQ.

Section 6: Informal Interview

Three (3) or more 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 **20 minutes** to provide additional input which the Town shall consider in completing the selection process. While the interview is informal in nature, perspective consultants should be able to provide a brief presentation on:

1. Key Personnel: Consultants should introduce primary members of the firm, 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: Given a hypothetical project, Consultants should be able to provide a general discussion on what their typical process is and how they would be able to provide proposed services to the Town.
4. Additional Information: Consultants are invited to provide any additional information or materials they feel is relevant to supporting Salem and its infrastructure.
5. Question and Answer: Consultants are invited to ask questions about Salem, its infrastructure, its personnel and its expectations.

Section 7: Responsibilities of the CONSULTANT

1. The successful CONSULTANT(S) will be considered to be the prime contractor for those services indicated in their LOI and will be required to assume full responsibility for the services offered 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 prime CONSULTANT for a selected project team shall be the one providing greater than 50% of the services offered. Markup of expenses and Subconsultant invoices shall be limited to 10%, or as otherwise required by supplemental project funding sources (e.g. NHDOT, FHWA, NHDES, CWSRF, DWSRF, EPA, FEMA, etc.), whichever is lower. In the interest of free and fair competition, no prime CONSULTANT shall coerce subconsultants into solely teaming with them nor attempt to limit their ability to separately submit for consideration as a prime CONSULTANT.
3. The CONSULTANT shall complete the scope of work and shall commit staff and resources to professionally and expeditiously complete such scope.

4. 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.
5. No costs or expenses incurred by the CONSULTANTS in responding to this RFQ will be borne by the Town.
6. 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.
7. Upon evaluation of the RFQ responses received, the Town will seek to enter into a contract with the selected CONSULTANT(S) as projects are defined. At the time of contractual negotiations in the event that the CONSULTANT fails, neglects or refuses to execute a 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.
8. Incorporated by reference into the contract will be all of the information presented in or with this RFQ and the CONSULTANT'S response thereto.

Section 8: Negotiation & Informalities

1. The Town reserves the right to negotiate with the selected CONSULTANT(S) offering similar services regarding future projects as identified in the original RFQ, if deemed to be in the best interest of the Town to do so. It shall be the Town's sole discretion to select a CONSULTANT for services it feels is best suited for a specific task.
2. The Town reserves the right to waive any item, which in the opinion of the Town is an informality.
3. The Town reserves the right to accept or reject any or all submittals in whole or in part if it is deemed to be in the Town's interest to do so.

Section 9: RFQ Questions & Revisions

Any questions or inquiries regarding this RFQ 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 RFQ submission deadline. Any revisions to the RFQ 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 check the website to verify if any Addendums to this RFQ have been posted prior to submitting their Qualifications Proposal.

Section 10: General Conditions

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

- If the proposal does not include all information listed in this RFQ.
- 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.
- If the consultant does not meet the 50% rule established in Section 7.

Delivery of Qualifications Package - Withdrawal, Opening, and Disqualification: LOI submittals shall be filed prior to the time and at the place specified in this RFQ. 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 whom displays the best mix of qualifications, experience, and availability as it pertains to the type of services in Section 2 above.

Cancelation: The Town reserves the right to cancel the award of any Contract at any time prior to 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 Subconsultant 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 Subconsultant employed on the Contract to maintain the coverage listed below unless the CONSULTANT'S insurance covers activities of the Subconsultant on the Project.

No Work issued under this RFQ and subsequent Contract(s) 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 Subconsultant 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 their Subcontractors, as they are responsible for the acts and omissions of persons directly employed by the CONSULTANT.

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 to terminate the contract, enter into an agreement for the completion of said Contract by others, or take other measures that in its opinion are 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;
- Neglects or refuses to take corrective action to address unsuitable work;
- 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.

W-9

Form
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number					
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
or					
Employer identification number					
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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 for Part II, later.

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

Date ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-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 requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.