



Request for Proposals Survey Services Town of Salem, NH September 2021

Sealed Bid (2021-021)

**Purchasing Agent
GIA FACCADIO
603-890-2090 fax 603-890-2091
gfaccadio@salemnh.gov**

Christopher A. Dillon, Town Manager

Prepared for and in coordination with the
Salem NH Municipal Services Department
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REQUEST FOR PROPOSALS (RFP)
SURVEYING SERVICES
September 2021

The Town of Salem, NH (the Town) is seeking general surveying services proposals from qualified firms (the CONSULTANT) to develop base plan information and conduct boundary research for a roadway and other improvement projects in Salem, NH. This work is part of the Town's ongoing capital improvement program.

Services are intended to be comprehensive and include all aspects of work needed to generate existing conditions plans, right-of-way (ROW) layout, deed research, wetland delineation and other such information necessary to develop design level documents.

The CONSULTANT must be a qualified surveyor, licensed to practice in the State of New Hampshire, with the ability to provide sufficient documentation and references as to their abilities to execute the desired work in the time frames indicated.

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

It is expected that the Work on this project shall commence in spring 2022, and that documents will be completed and ready delivery as specified in the Scope of Work.

Copies of the RFP may be obtained from the Town's purchasing website (<https://www.townofsalemnh.org/purchasing/pages/current-bids-proposals-and-awards>) or by contacting:

Gia Faccadio
Purchasing Agent
Town of Salem
33 Geremonty Drive
Salem NH 03079
Tel. 603-890-2090
Email: gfaccadio@salemnh.gov

All questions regarding this RFP shall be directed through the office of the purchasing agent in writing.

One (1) original and three (3) copies of the proposal must be received at the office of the Purchasing Agent, at the above address, no later than **1:00 PM on Thursday October 7, 2021**. Late proposals will not be considered. A pre-proposal meeting will not be conducted.

The Town reserves the right to reject any or all proposals and/or to reduce the scope of work to an amount proportionate to available funds and/or to otherwise limit the work as may be 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 survey services from up to two (2) firms to complete surveys intended for use in design of roadway improvements in multiple neighborhood roads according to the 10-year road program. The Town has further need for general surveying services from time-to-time on additional roadways and its current real estate assets to aid in planning, design, and management of infrastructure. Work may be needed in the areas of Boundary Research and Determination, Right of Way Location, Topographical Survey, Deed Research, Site Development, Easement Development, Layout and other such survey 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 various subsequent projects on an annual basis for up to two (2) additional years. The Town reserves the right to complete Surveying Services with other contractors at any time, should it determine it to be its best interest.

In addition to providing hard copy plans, the CONSULTANT shall also provide the Owner with electronic format copies of same (plans in AutoCAD and documents in Microsoft Word). Ownership of all points, point files, surfaces and other such data or intellectual information shall be to the Town of Salem. The only acceptable exclusion to this requirement shall be in the area of intellectual property that has been substantially developed by the CONSULTANT prior to and not part of the contract.

Section 2: Scope of Services

Below is a general description of the services to be provided by the successful CONSULTANT in the initial grouping of projects. This outline is not meant to be all-inclusive, and bidders are invited to include in their proposal any and all 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 the CONSULTANT'S proposal. It should be stated if some services or personnel cannot be provided for as specifically required in the proposal. The objective is to clarify all service options and personnel.

It is envisioned that the Town of Salem will engage in the services of at least two (2) separate surveying firms who have the capability of meeting the needs of the Town. Survey services are split into three parts: General Topographic Survey, Detailed Survey and As-Needed Survey Services. Prospective firms may be awarded one or more Parts as defined below. Additionally, prospective firm proposals should indicate which Parts they are interested in completing (i.e. Part A, Part B, and/or Part C).

Part A:

General Topographic Survey for neighborhood roadway reconstruction projects. Roads falling under this category (with length and paved width) will include annual road projects as defined in the Town's 10-year Road program. The current annual survey task includes the following roads: Island Road (779 LF, 18-feet wide), London Rd (1,136 LF, 18-feet wide), Union St (567 LF, 16-feet wide), Greenwood St (387 LF, 16-feet wide), Kurt Rd (613 LF 24-feet wide) and Gordon Ave (1,160 LF, 24-feet wide). Note that road lengths may not be exactly as shown and that the survey is intended to encompass the entire road length unless otherwise stated. The requirements for Part A may vary based on need but are generally as follows:

- Topographic survey of the roadway and all physical features aligned to State Plane coordinates NAD83(2011) based on established control with a minimum positional accuracy (95% confidence) of 0.07' horizontally and NGVD29 vertical datum (1-foot contour interval).
- Location of all physical features and topography within 25-feet of roadway (treelines, shrub lines, landscape areas, driveways, walks, mailboxes, pavement, centerline, castings, curbs, sidewalks, light poles, fences, swales, stone walls, apparent wetland limits, etc.). NOTE: driveway limits may need to be extended if driveways are very flat or very steep and shall include centerline shots.
- Survey should extend 100-feet up adjacent intersections.
- Location of property monumentation along the roadway. See tax maps for approximate lot line locations. This task is not intended to be exhaustive or time consuming. Visual inspection and use of metal detection at approximate lot corner locations is all that is required. ROW survey and research is not required.
- Utility location including all poles, overhead wires, drainage and structures (pipe size, material type, inverts and other such info. shall be included).
- Building faces within 100-feet of the road.
- Abutter information is not required.
- The town will provide available GIS and other plan information.
- Supplemental topographic survey beyond the specified limit as may be necessary to reconstruct a roadway such as steep slopes, outfalls, connecting drain and sewer assets, etc.

It is noted the neighborhood roadway list may change if the 10-year Road Program is revised. The CONSULTANT will receive any modifications in road list prior to the start of Work.

Deliverable should include 40-scale paper and Civil3D AutoCAD electronic format. AutoCAD drawing shall include topographic model and surface inclusive of all survey points, point files, surfaces, etc. from which a design can be generated.

All work for this Part shall be complete by August 1, 2022.

Part B:

This portion of the scope shall include two roads:

(1) Detailed Survey and Right of Way layout for Pleasant Street improvements: Includes survey along Pleasant Street between the intersection of Main Street and Policy Street. Total road length is 6,900 LF at 22-feet wide, which shall be inclusive of approximately 700 LF of Mall Road south of the Pleasant St Intersection. The intent of this survey shall support roadway, pedestrian, and intersection improvements along the Pleasant St corridor. Design intent for which the survey shall include is as follows:

- Reconstruction of the Main St/Pleasant St intersection.
 - Identify ROW modification at 56 Main St
 - Identify Easement/ROW location on Tuscan Market parcel (61-67 Main St)
- Sidewalk Improvements between Main St and entrance to Tuscan Village
- Sidewalk expansion between Tuscan Village entrance and Policy St
- Reconstruction and Reconfiguration of the Pleasant St/Mall Rd intersection.

(2) Detailed Survey and Right of Way layout for Dustin Road Reconstruction: Includes survey along Dustin Road between North Main Street and Atkinson Road. Total road length is 3,170 LF at 22-feet wide. The intent of this survey shall support a full-box roadway reconstruction.

In addition to all the items noted in Part A this Part B shall also include:

- Perform a field reconnaissance of the Project Area, and research available plans of record.
- Research and locate areas of rights-of-way owned and/or maintained by the Town of Salem. Adequate boundary research and field review should be budgeted to establish right of way limits in an approximate manner.
- Delineate and locate wetlands as appropriate for the project limits.
- Assist in development of Easement Figures if needed. Fee schedule should identify development of five (5) separate easement figures/plans and Mylars if needed.
- Abutter information shall be provided (Owner, address, map/lot)

Deliverables shall be as stated in Part A above and/or as requested by the design Engineer. All work for this Part shall be complete by September 15, 2022.

Part C:

Detailed survey of Abenaki Park: The Town desires detailed topographical survey and boundary determination to support master planning for future site development planning and expansion of 33 Geremonty Drive (Map 100, Lot 7534). The survey is specifically intended for the area known as Abenaki Park situated at the southwest corner of the parcel. Area is bounded by Geremonty Drive, Veterans Memorial Parkway, Sally Sweets Way and the Salem courthouse. The topographic survey shall be detailed enough to support alternatives analysis such that entrance opportunities can be fully evaluated along Geremonty Drive south of the courthouse entrance, along Veterans Memorial Parkway and from Sally Sweets Way. Topographic survey shall include all physical features (roads, buildings, utilities, structures, pipes, parking, tree lines at limit of current developed site, individual trees within developed site area, monuments, wetlands, etc.) aligned to State Plane coordinates horizontally and NGVD29 vertical datum (2-foot contour interval).

Deliverables shall be as stated in Part A above. All work for this Part shall be complete by November 15, 2021.

Part D:

As-Needed Survey Services: The Town has further need for general surveying services from time-to-time on additional roadways in addition to its current real estate assets to further the advancement of the 10-Year Road Program and to aid in management of infrastructure and property assets. Work may be needed in the areas of Boundary Research and Determination, Right of Way Location, Topographical Survey, Deed Research, Site Development and Easement Development, Layout and other such survey services. A general description of As-Needed Survey is described below. This Part D for general survey services shall be exactly defined and negotiated at the time of need for various future survey needs which are not currently known. General survey tasks may include:

- Boundary Research and Determination – Conduct research of all public land recording agencies (e.g. Town of Salem, Rockingham County Registry of Deeds, and any other applicable data repository) to precisely determine the boundaries of various parcels of real estate that the Town of Salem may have an interest in, using generally accepted surveying practices. Conduct the necessary boundary surveys of any properties of interest in order to determine and/or verify the

- boundaries of such property. Install generally accepted monuments in order to clearly identify property corners and other monuments that clearly define the limits of any properties of interest.
- Right of Way Location – Research and locate areas of rights-of-way owned and/or maintained by the Town of Salem. Such an effort would typically be to determine whether or not specific features and/or facilities are inside or outside the public right-of-way.
- Topographical Survey – Conduct general survey of a properties or roadways of interest as described in Part A above in order to suit the needs of the Town.
- Assist Town staff with issues regarding easements and anticipated work on private properties. This item should include preparation of recordable easement figures (if needed). Any potential easement and/or right of entry narrative will be prepared by the Town.
- Layout – Provide layout services for roadways, buildings, utility assets and other such items as may be needed by Town staff in support of various projects.

Section 3: Submission of Proposal

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

1. The ***Consultant Proposal*** shall be submitted in the format outlined below. One (1) original Consultant Proposal and three (3) copies shall be provided in a sealed package labeled ‘Survey Services Proposal’. No unbound or loose papers shall be included. *Cost information must not be included in any part of the Consultant Proposal.*
2. The ***Cost Proposal*** shall be submitted in the format outlined below. One (1) original Cost Proposal and one (1) copy shall be provided in a separate sealed envelope labeled ‘Cost Proposal – Survey Services’.

Submission Deadline - Consultant Proposal 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 October 7, 2021**. Late proposals will not be considered.

Section 4: Format & Content of Proposal

To enable the Town to perform a fair comparative analysis and evaluation of proposals, CONSULTANTS shall structure and compose their proposals in the format outlined below. *Promotional materials are unnecessary and unwanted, please do not include in the proposal.*

Consultant Proposal

1. ***Letter of Interest (1 Page):*** Each Consultant Proposal must include a Letter of Interest, 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 Letter of Interest shall be signed by a representative of the CONSULTANT that is authorized to enter into contracts. The Letter of Interest shall also include the Part(s) which the CONSULTANT is submitting for (Part A, B, C and/or D).
2. ***CONSULTANT Knowledge and Experience (up to 2 pages):*** Include a statement of qualifications that includes a summary of experience that pertains to the disciplines described in

the Scope of Services (Section 2). The firm shall provide summaries of the location and scope of similar recent projects that show experience in any of the tasks.

3. **CONSULTANT Schedule:** Provide a project schedule outlining timeframes for completion. In general, the project schedule should be such that it provides completion of survey tasks for each part of the scope of work. The project schedule shall be submitted in the form of a Gant Chart, with any accompanying narrative included as footnotes, and should demonstrate the ability of the CONSULTANT to meet the timelines indicated herein, or otherwise explain why the Town timeline is not achievable.
4. **Overall Project Team (1 page):** Identify up to 5 members of the CONSULTANT'S project team, including sub consultants. Append resumes of key persons (1 page each), who would likely be working with Town staff, particularly the designated program/client manager, project managers and key discipline "experts" including the wetlands scientist.
5. **Financial and Insurance Resources:** The CONSULTANT shall include a statement or other information affirming that the firm has financial resources sufficient to secure all necessary labor and equipment to complete the survey work, and to cover the cost of other anticipated reimbursable allowances that would clearly document the financial ability to execute this project and/or indicate that they have the ability to obtain such resources. Proper insurance for employees, sub consultants, and subcontractors shall be required of the selected CONSULTANT, as will the ability to provide Professional Liability Insurance to the Town as identified in the general conditions.
6. **Conflict of Interest:** The CONSULTANT shall describe any and all current or potential conflicts of interest related to performance on this project. Relationships with property owners, developers, and other consultants, whether in recent past (past three years), present, or potentially in the future by interest in a pending project, which may serve to provide financial benefit to the CONSULTANT, must be identified. If there is potential or present conflict of interest, the CONSULTANT must identify methods they will employ to address said conflicts.
7. **References:** Provide a minimum of three (3) references for whom the firm 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.

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 – Survey Services'. CONSULTANTS shall structure and compose their proposals in the format outlined below.

1. **Cover Letter:** Each Cost Proposal must include a Cover Letter identifying the CONSULTANT, their place of business, name and telephone number of the person to contact about the proposal, the project under consideration, and shall make reference to the total proposed cost of services for Parts A, B, and/or C, plus any allowances. The Cover Letter shall be signed by a representative of the CONSULTANT that is authorized to enter into contracts.
2. **Cost & Manpower Allocation:** Provide, in spreadsheet form, a breakdown of personnel and sub-consultants that will be involved in Parts A, B, and/or C of the project, along with the

associated man-hours for each person or sub-consultants and their proposed billing rate. The spreadsheet shall also indicate the total costs for each person per Part and a total cost per Part. In general, the spreadsheet shall be formatted such that it corresponds to the CONSULTANT'S Schedule. The cost of reimbursable items and cost allowances shall be indicated within the associated task, and included in the cost totals.

3. **Allowances:** Any cost allowances shall be clearly identified in the proposal. The Town anticipates that allowances will be proposed for wetlands delineation and police details. Allowances should reflect a reasonable attempt to accurately quantify the anticipated work effort for the allowance item. Police detail allowance shall be \$5,000.

Part A, B, and C prices offered by the CONSULTANT, excluding allowances that are 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 and any Part D work will be based on rates utilized for the other parts. All prices should include all labor, material costs, mark ups, and any discounts if offered.

Section 5: 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 proposal 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. Previously completed projects. The CONSULTANT has completed not less than five (5) similar survey projects for New Hampshire municipalities (or other public agencies).
3. Experience of the CONSULTANT with projects similar to that contemplated by this RFP. 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.
4. The CONSULTANT has addressed how the project will be managed within the context of ongoing and backlogged work of both the CONSULTANT and any sub consultants.
5. A clear and concise project schedule has been provided in the form requested. The schedule identifies significant project tasks, key project benchmarks, and provides sufficient specificity to clearly show the critical path towards completion of the project, and also relates the non-critical path tasks into the overall project. The schedule clearly demonstrates that the CONSULTANT will meet the timelines desired.
6. Strength of proposed project team. The project team has demonstrated sufficient experience and has worked successfully together on other projects. The project leaders have a high level of technical expertise in the nature of the work outlined in this RFP.
7. The CONSULTANT has in their firm, or through cooperative partnerships, access to persons with outstanding technical expertise to complete the projects.
8. The CONSULTANT has demonstrated suitable financial and insurance resources, or the ability to obtain same, for this project.

9. 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.
10. The CONSULTANT has received positive references from all clients contacted by the Town.
11. The degree of compliance with the requirements and requested format of this RFP.
12. CONSULTANT selection will not be based solely on the Consultant Proposal. Evaluation of the RFP response will also take into consideration the Cost Proposal. The selection process will be based on a combination of qualifications and price.

The Town reserves the right to reject any and all proposals received in response to the RFP.

Section 6: Responsibilities of the CONSULTANT

1. Prior to final selection, CONSULTANTS may be asked to attend an interview, or to submit any additional information, which the Town may deem necessary to determine the CONSULTANT'S qualifications.
2. The successful CONSULTANT(S) 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(S) to be the sole point of contact with regard to all contractual matters, including performance or service unless otherwise stated.
3. 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.
4. 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.
5. No costs or expenses incurred by the CONSULTANTS in responding to this RFP 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 RFP responses received, the Town will seek to enter into a contract with the selected CONSULTANT(S). 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.

8. 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 7: 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 of this RFP, 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 8: RFP Questions & Revisions

1. 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 five (5) 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:
<http://www.townofsalemnh.org/purchasing/pages/current-bids-proposals-and-awards>.

Section 9: General Conditions

Irregular Proposals: Proposal 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 proposer adds any provisions reserving the right to accept or reject an award.

Delivery of Proposals, Withdrawal, Opening, and Disqualification: All proposals shall be filed prior to the time and at the place specified in this RFP. Proposals received after the time for opening of the proposals may be returned to the proposer, unopened, at the Town's discretion. Faxed or emailed proposals are not acceptable, although an electronic copy can be submitted in addition to the printed one. The Town is not responsible for delayed mail that misses the deadline.

A proposer will be permitted to withdraw his proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals. Either of the following reasons may be considered as being sufficient for the disqualification of a proposer 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 proposer that displays the best mix of qualifications, experience, and availability as it pertains to the type of services in Section 2 above, as soon as practical after the review process. Any award shall carry all conditions carried in this RFP.

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 Contractor shall comply with all State and Local laws, ordinances, regulations and requirements applicable to work hereunder.

Contractor and Subcontractor Insurance: The Contractor 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 companies 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 Contractor shall keep in force the insurance required herein for the period of the Contract. At the request of the Town of Salem, the Contractor 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 Contractor shall require each Subcontractor employed on the Project to maintain the coverage listed below unless the Contractor's insurance covers activities of the Subcontractor 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 Client 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 Client 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 SUBCONSULTANTS 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 workmen 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.



Town of Salem, New Hampshire

Purchasing Department

33 Geremonty Drive

Salem, New Hampshire 03079

PH (603) 890-2090 FAX (603) 890-2091

No Bid Questionnaire

Reference: Sealed Bid - 2021-021 RFP Survey Services

If you choose not to bid, please complete the questionnaire below and return it with your response by the bid opening date. Your assistance in helping us to analyze no bid rationale is very much appreciated. Thank You.

* * * * **No Bid Questionnaire** *

A no bid is submitted in reply to the Town of Salem, NH invitation for bids for (enter requirement description): _____

Dated _____, for the following reasons:

_____ Item not supplied by our company.

_____ Bid Specification (Give reason(s) e.g., too restricted, not clear etc.)

_____ Profit Margin too low

_____ Past experience with the Town of Salem (give specific's e.g. payment delay, bid process, admin problems, etc.)

_____ Insufficient time allowed to prepare and respond to bid request.

_____ Bid requirements too large _____ or too small _____ for our company.

_____ Priority of other business opportunities limits time.

_____ Other reason(s) Please Specify: _____

Company Name _____

Address _____

Phone _____

(Signature)

(Name & Title)