



# **Engineering Services for Roadway, Intersection, and Pedestrian Infrastructure Improvements**

## **Request for Qualifications (RFQ 2021-022) Town of Salem**

**September 2021**

**SALEM PURCHASING**  
Gia Faccadio, Purchasing Agent  
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**  
James A. Danis, P.E., Capital Projects Engineer – Engineering Division  
603-890-2038  
jdanis@salemnh.gov

## REQUEST FOR QUALIFICATIONS

### Engineering Services for Roadway, Intersection, Utility and Pedestrian Infrastructure Improvements

September 2021

The Town of Salem, NH (the Town) is seeking qualification statements from consulting engineers for design and preparation of construction documents for roadway, intersection, and pedestrian infrastructure improvement projects in Salem, NH. Services are intended to be comprehensive and include all aspects of work needed to generate plans, bid documents, specifications, and estimates, and is anticipated to involve surveying, geotechnical investigation, engineering design, plan and specification preparation, estimating, permitting, assistance in the bid process and contract award, construction administration and construction observation/inspection.

The Town intends to contract with a qualified consulting engineer (the Consultant) for a period extending to December 31, 2023. The Town may, at its sole option and discretion, elect to extend the contract on an annual basis for up to two (2) additional years on subsequent projects. The Town reserves the right to self-perform or separately contract with other Consultants for similar services.

The Consultant selection process will be qualifications based. The Consultant must submit a qualifications statement in the prescribed format. Qualifications statements and all correspondence relating to this RFQ shall be submitted to:

**GIA FACCADIO**

Purchasing Agent

Town of Salem

33 Geremonty Drive

Salem NH 03079

Tel. 603-890-2090

Email: [gfaccadio@salemnh.gov](mailto:gfaccadio@salemnh.gov)

Qualifications statements (5 hardcopies and 1 PDF copy) **must be received by the Purchasing Agent by 11:00 a.m. on October 14, 2021**, late submittals will not be considered. The Town will review submitted qualifications statements and shortlist two or more Consultants for submission of detailed proposals (without cost information) and interviews. Final selection of the Consultant will be based on combined scoring of qualifications statements, proposals, and interviews.

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

Consultants requiring additional information or clarifications relative to the contents of this RFQ may direct inquiries to the Purchasing Agent not sooner than (5) five calendar days from the due day and time.

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 of funding and/or to otherwise adjust as deemed in the best interest of the Town.

## 1. GUIDELINES FOR PROSPECTIVE CONSULTANTS

It is the policy of the TOWN that contracts are awarded only to responsible Consultants. To qualify as responsible, a prospective Consultant must meet the following standards as they relate to this request:

- a. Be an engineering company in good standing that is certified to practice engineering in the State of New Hampshire, and that employs one or more engineers licensed to practice professional engineering in New Hampshire;
- b. Have the adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- c. Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- d. Be able to comply with the proposed or required time of completion or performance schedule;
- e. Have a demonstrated satisfactory record of performance.

## 2. TIMETABLE

Qualifications statements will be reviewed upon receipt. The Town will short list three or more Consultants for informal interviews and Cost Proposal submission. Interviews will be held during the first week of November 2021, with the winning Consultant being selected on or about November 9, 2021. It is desired that a Contract be signed with the Consultant on or about November 24, 2021.

## 3. LIMITATIONS

This Request for Qualifications (RFQ) does not commit the TOWN to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies.

The TOWN reserves the right to accept or reject any or all RFQ documents received as a result of this request, or to cancel in part or in its entirety this RFQ, if it is in the best interest of the TOWN to do so.

All material submitted by Consultants becomes the irrevocable and sole property of the Town of Salem, NH unless otherwise specified in this RFQ. The Town shall be under no obligation to return any material submitted by a Consultant in response to this RFQ unless specified in this RFQ. Materials submitted shall remain confidential until final selection of a Consultant. However, the Town of Salem cannot assure the confidentiality of any materials or information, which may be submitted by a Consultant in response to this RFQ. Thus, Consultants who choose to submit confidential information do so at their risk. No costs or expenses incurred by the Consultants in responding to this RFQ or in particular in this procurement will be borne by the Town.

## 4. REVISIONS TO THE REQUEST FOR QUALIFICATIONS

Any questions or inquiries must be submitted in writing and must be received by the Purchasing Agent no later than five (5) calendar days before the RFQ submittal date in order to be considered. Any changes to the RFQ will be posted on the Town's purchasing website (<https://www.townofsalemnh.org/purchasing/pages/current-bids-proposals-and-awards>) on or before October 12, 2021.

## 5. FUTURE CONTRACTS

It is the intent of this RFQ to award additional contracts within the initial Contract term and in Contract extensions solely at the discretion of the Town. Future Contracts may be focused on site, roadway, intersection, pedestrian, or a composition of all elements as with this initial project.

## **Section 1: Background**

As part of an ongoing capital improvements program, the Town of Salem, NH contracts with engineering firms to support the design and construction administration of infrastructure improvement projects. The Town desires to contract with an engineering firm experienced in the design of roadways, intersections, and pedestrian infrastructure on an indefinite delivery/indefinite quantity basis. The Town intends to award three initial designs to the selected Consultant:

- (1) Design and Planning of the Pleasant Street corridor,
- (2) Design of roadway improvements in the Dustin Road neighborhood,
- (3) Conceptual layout and possible full site plan design of the future Salem Police Department

Subsequent Contract Administration and Construction Observation contracts are intended to be awarded to the selected Consultant to support construction activities. Additional projects may also be awarded to the Consultant at the Town's sole discretion during the initial Contract term or in subsequent Contract extensions. Future Contract awards will be generated from the Town's annual 10-year Road Program list, Capital Improvement Projects (CIP), or other unanticipated projects that may arise from time to time.

Initial Contract term shall extend through December 31, 2023. If awarded, the first Contract extension would expire on December 31, 2024 and the second Contract extension would expire on December 31, 2025.

Pleasant Street Corridor: The Pleasant Street corridor project will provide five main components and shall provide roadway, intersection, pedestrian, and drainage improvements. Major project considerations are as follows:

- Reconstruction of the Main Street/Pleasant St intersection.
  - Design and Bid Documents currently at 90%
- Reconstruction and reconfiguration of the Mall Rd/Pleasant Street Intersection
  - Synchro model and concepts have been completed. Some additional conceptual work will be necessary.
  - Intersection will remain signalized
- Sidewalk expansion between Village Way (Tuscan Village entrance) and South Policy Street
- Sidewalk and pedestrian facility improvements in the corridor.
- Mill/Overlay of the road beyond intersection reconstructions.

The overall project is desired to be a single project however may be phased into two or three separate projects. Total project length is approximately 6,900 LF. Project Bid Dates are still under review pending if/how project may be phased.

Dustin Road: The Dustin Road project will provide improved road and drainage conditions on Dustin Road between North Main Street and Atkinson Road (approximately 3,200 LF). The project limits are not anticipated to extend into the intersection North Main Street but may include intersection design at Atkinson Road. Anticipated improvements include full depth reconstruction of the existing paved roadway surfaces inclusive of providing suitable road alignment and stormwater drainage. To facilitate this work, the Town requires engineering design work be conducted to provide appropriate design of the desired improvements in advance of construction. Project Bid Date is planned for December 2022.

Salem Police Station: The Town of Salem is considering further development and master planning of its municipal facilities at 33 Geremonty Drive (Map 100, Lot 7534) to support construction of the future

Salem Police Department. This project will provide for a site evaluation of the undeveloped portion of the parcel at its southwest corner also known as Abenaki Park. The area is bounded by the Salem courthouse, Geremonty Drive, Veterans Memorial Pkwy, and Sally Sweets Way. The parcel is known to be a large nob of ledge. The design intent will have the following major considerations:

- Provide site analysis and conceptual alternatives such that entrance opportunities can be fully evaluated on Geremonty Drive, Veterans Memorial Parkway, and from Sally Sweets Way.
- Provide a Geotechnical evaluation inclusive of a seismic analysis such that a pad site can be created without damaging the nearby Ingram Senior Center (foundation is known to be pinned to the ledge)
- Provide bid documents such that a pad site for the future police station may be constructed. Project bid is intended for **April 2022**.
- The Town may pursue full site design from the selected Consultant pending site feasibility noted in this section and approval to utilize this site as the future headquarters of the Salem Police Department.

This work shall begin immediately after the selection of the Consultant.

**Base survey** will be provided to the Consultant by the Town. The Town has separately contracted for survey services and survey for each design. The Consultant should anticipate coordinating with the Town's surveyor on existing condition information and for any supplemental survey as may be required.

All deliverables and milestones shall be sequenced such that the project bid dates are accomplished.

## **Section 2: Qualification Statement**

Prospective Consultants shall submit a qualifications-based statements. Qualifications statements (5 hardcopies and 1 PDF copy) **must be received by the Purchasing Agent by 11:00 a.m. on October 14, 2021**, late submittals will not be considered. The Town will review submitted qualifications statements and shortlist two or more Consultants for interviews and submission of detailed proposals. Final selection of the Consultant will be based on combined scoring of qualifications statements, interviews, and cost proposals.

The Statement is not intended to be exhaustive. Instead, the Statement is intended to provide a brief but accurate synopsis of the firm and successfully define them as qualified for the type(s) of services being offered.

To enable the Town to perform a fair comparative analysis and evaluation of Qualifications, Consultants shall structure and compose their Statement in the format outlined below.

1. **Cover Letter/Letter of Interest (2 pages max):** Each Consultant Statement must include a Cover Letter/Letter of Interest, identifying the Consultant, their place of business, name and telephone number of the person to contact about the Statement and the subject RFQ. The Cover Letter shall be signed by a representative of the Consultant who is authorized to enter into contracts.
2. **Consultant Knowledge and Experience (1 page):** Include a description of qualifications that includes a summary of applicable experience that pertains to each proposed service and how these services will be employed for this project. 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. Relate apparent similarities of this project to past projects. The Consultant should also provide the names of key personnel charged with managing the primary service tasks offered.

4. **Project Team (1 page):** Introduce your team. Provide a quick snapshot of your team's history and its primary team members charged with principal project tasks. Description should include background, experience, and why each member was selected for the team.
5. **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)
6. **Key Personnel:** Append key individual resumes speaking to relevant experience of up to five 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)
7. **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.
8. **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.

**Qualification Statements shall not more than 10 pages** (single-sided 8.5" x 11" format). Page limits refer to pages that include content. Section dividers (with or without tabs and titles) and blank pages, if included, will not be counted.

Each Consultant must furnish all requested information in the formats specified by this RFQ.

Promotional materials and other miscellaneous documents are not needed or wanted. To enable the Town to perform a fair comparative analysis and evaluation of qualifications, it is desired that the above uniform format be employed. The Consultant's degree of compliance with the requirements of this RFQ and clarity of their submission will be a factor in its subsequent evaluation.

Following review and scoring of Statement's, three (3) or more firms will be shortlisted and invited to attend an informal interview to complete the selection process.

### **Section 3: Qualification Statement Evaluations**

This section shall serve as the criteria from which the RFQ responses will be evaluated. In preparing a Qualification Statement 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. This is not intended to be an all-inclusive list the Evaluation Committee may add or modify criteria at its sole discretion.

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 eight 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. Has provided not more than three examples of each type of design project identified in this RFQ. It is preferred that at least two prior projects have a constructed value more than one million dollars and that the projects were conducted on roads with an average daily traffic volume in excess of 3,000 vehicles per day.
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. The project team has a history of working together.
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 resume of the project manager assigned as the contact person for the Town shows no less than 10-years of experience in the related field with not less than five years of experience in providing consulting for like projects. The overall project team is experienced in designing similar projects and has a history of working together.
6. The Consultant has in their firm or through cooperative partnerships access to persons with outstanding technical expertise to complete ALL projects. Such technical personnel shall have a relationship with the Consultant for at least 5 years or five projects.
7. The Consultant has received positive references from all customers contacted by the Town.
8. The Consultant has no appearance of a conflict of interest with any other party, or such relationships are not sufficient to warrant concern.
9. The degree of compliance with the requirements and requested format of this RFQ.

#### **Section 4: Informal Interview (Shortlist Consultants)**

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 **25 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:** Consultants should be able to provide a general discussion on how they would be able to provide proposed services to the Town. Consultants should have visited the project sites and identified a few obvious/apparent deficiencies and

challenges. Consultants should be able to provide at least one or two examples of solutions for these design challenges and relate those solutions to a similar project elsewhere.

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 5: Cost Proposal (Shortlist Consultants)**

Shortlist Consultants will be asked to provide a cost proposal for services requested in this RFQ. The Consultant Cost Proposal shall be provided to the interview panel at the time of interview submitted in a separate sealed envelope labeled 'Cost Proposal – Engineering Services for Roadway, Intersection and Pedestrian Infrastructure Improvements'. Cost proposals will be opened separately during the final evaluation of the shortlisted Consultants. 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 each design plus any allowances. The Cover Letter shall be signed by a representative of the Consultant who is authorized to enter into contracts.
2. **Cost & Manpower Allocation:** For each design provide, in spreadsheet form, a separate breakdown of personnel and sub-Consultants that will be involved in the project, along with the associated man-hours for each person or sub-Consultants and their proposed billing rate. The spreadsheets shall also indicate the total costs for each person. In general, the spreadsheet for each project 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, geotechnical services and police details. Allowances should reflect a reasonable attempt to accurately quantify the anticipated work effort for the allowance item. Police detail allowance for each design shall be \$5,000.

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. All prices should include all labor, material costs, mark ups, and any discounts if offered.

## **Section 6: Consultant Responsibilities**

**Description of Responsibilities:** Upon successful award and acceptance of a contract, the Consultant agrees to the basic requirements of the award described as follows:

1. Prime Contractor: The successful Consultant will be considered as 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 regardless of whether the firm is the firm delivering all of the services. The Town of Salem will consider the successful Consultant to be the sole point of



contact regarding all contractual matters, including performance or service unless otherwise stated.

2. Confidentiality: Prior to final selection, Consultants may be required to submit any additional information, which the Town may deem necessary to determine the Consultant's qualifications to respond to the RFQ. Should any of the information requested by the Town be considered by the Consultant to be confidential it should be so stated. The Town will attempt to treat any information submitted by the Consultant as confidential if requested to do so; however, the Town cannot guarantee such confidentiality.
3. No Assignment: Assignment by the successful Consultant to any third party of any contract based on the RFQ or any monies due shall be absolutely prohibited and will not be recognized by the Town of Salem unless approved in advance by the Town in writing.
4. 50% Rule: The Consultant shall maintain greater than 50% direct work in-house for the contract without subcontracting to sub-Consultants.
5. Statement of Time: Time when stated as a number of days shall mean all calendar days, including Saturdays, Sundays, and holidays.
6. Project Management Representation: The Consultant shall provide the staff and resources as outlined in the RFQ and shall not assign to other staff without the written approval of the Town.
7. Completion of Scope: The Consultant shall complete the scope as negotiated and agreed upon and shall deliver staff and resources to complete such scope professionally and expeditiously. The Consultant by virtue of their prior professional experience shall understand and endeavor during the contract negotiations to determine the possible obstacles that would 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.
8. Deliverables: In addition to providing hard copy documentation of work product, the Consultant shall also provide the Town with electronic format copies of the Bid Document (plans in AutoCAD or other acceptable format, and specifications in Microsoft Word). Ownership of all electronic plans and documents shall be to the Town. The only acceptable exclusions of this shall be in the areas intellectual property that has been substantially developed by the Consultant prior to and not part of the contract.
9. Force Majeure: Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather, but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance may be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

## **Section 7: Scope of Services for the Selected Consultant**

**Description of Tasks**: Below is a brief description of the services to be provided by the successful Consultant. This outline is not meant to be all-inclusive, and selected finalists shall include in their proposal all tasks and services deemed necessary to complete the work successfully. All Scope and Fees should be comprehensive with an objective of providing a set of plans, specifications, estimates, and permits suitable for bidding and subsequent construction.

The Scope of Work is anticipated to include the following:

1. Perform a field reconnaissance of the Project Area.
2. Evaluate the project area to include consideration of technical design, identification of environmental impacts, recommendations for land acquisition or easements, project phasing, if necessary, impacts relative to the EPA Stormwater Phase II regulations and regulatory agencies, and construction issues.
3. Evaluate the project area to include potentially significant design or permitting issues, drainage paths, possible areas where easement or acquisition is warranted.
4. Coordinate with the Town's surveyor and utilize provided survey to support the design.
5. Conduct all necessary subsurface investigations to fully evaluate subsurface and foundation conditions, establish the presence of ledge (in areas where subsurface piping or excavation is required), and to aid in estimating site construction costs.
6. Make recommendations on the type of road reconstruction needed (i.e., full depth reconstruction, reclaiming, and/or resurfacing). Multiple reconstruction types may be appropriate within the project limits.
7. Prepare schematic layout, preliminary design, and preliminary estimate for submission to the Town for review. **Specify date of delivery for these items in proposal schedule.**
8. Assist and direct the information and communications regarding any easements and work on private properties, including assisting the Town staff in preparation of memoranda of understanding and/or temporary right of entry.
9. Conduct hydrologic and hydraulic study in order to establish appropriate culvert sizing for replacement of existing culverts and drainage.
10. Prepare Design Development level drawings and accompanying cost estimate. **Specify date of delivery for these items in proposal schedule.**
11. Attend meetings with Town staff, as necessary during the entire design process to review progress plans and budget.
12. Prepare Final Design drawings, including all work needed to file and obtain necessary permits (wetland, alteration of terrain, NPDES Phase II, and other applicable permitting requirements specific to this project) and regulatory compliance, preparation of bid documents, plans and specifications, plan/profile of existing and proposed roadway and drainage improvements and final Engineer's Estimate. It is understood that necessary State permitting may be approved after the project bid date.
13. Assist the Town in conducting up to 2 neighborhood meetings (per project) for the purposes of reviewing the design with owners/residents. Prepare meeting notifications in cooperation with Town staff for distribution to residents impacted by the work. Take meeting notes, and incorporate public comment into the design, where necessary and appropriate.
14. Assist the Town during the bid process, through contract award.

**Pleasant Street Tasks:** In addition to general project tasks identified above the Pleasant Street corridor shall have some additional considerations.

1. Compile available plans and information along the corridor to identify project needs and conflicts.
2. Assess existing pedestrian facilities and sidewalks for planned corridor improvements.
3. Design necessary pedestrian facility upgrades and expansions.
4. Finalize Main Street/Pleasant Street Intersection design plans and specifications. The Main Street/Pleasant Street intersection design is at 90% complete. It is likely this portion of the project will be completed separate from the balance of the project.
  - a. Updates to the Salem Specification documents must be integrated.
  - b. Design plan final red-lines need to be completed.

- c. Any existing conditions changes will be updated and checked against the final set.
  - d. Final bid documents and estimate will be generated.
  - e. Provide bidding support services.
5. Evaluate and design Pleasant St/Mall Road intersection given initial conceptual layout and synchro model. The reconfiguration will be a T-intersection with Mall Road to South Policy Street becoming the through movement.
  - a. Evaluate reconfiguration impacts, right-of-way acquisition, pedestrian upgrades,
  - b. Develop additional concepts as may be required by project impacts.
  - c. Provide signal design,
  - d. Provide all necessary design elements, supplemental specifications and special provisions as may be necessary to have a complete project suitable for bidding purposes.

**Construction Engineering:** Upon completion of the above scope of services, the Town of Salem may elect to negotiate Contract Administration, inspectional services, and/or additional design phases with the selected Consultant, or at its sole discretion, may elect to self-perform the services or engage alternative consulting services.

## **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: Non-Discrimination in Employment and Affirmative Action**

1. 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.
2. If a complaint or claim alleging violation by the Consultant of such statutes, rules, or regulations is presented, the Consultant agrees to cooperate in the investigation and disposition of complaint or claim.
3. In the event of the Consultant's non-compliance with the provisions in this section, the Town of Salem shall impose such sanctions as it deems appropriate, including but not limited to the following:
  - a. Withholding of payments due the Consultant until the Consultant complies, and
  - b. Termination or suspension of any contract or agreement pursuant to this RFQ.

## **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 6.

**Delivery of Qualifications Package - Withdrawal, Opening, and Disqualification:** Submittals shall be filed prior to the time and at the place specified in in this RFQ. Submissions 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 rejection of their 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 requested by this RFQ.

**Cancellation:** 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 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.

[END OF REQUEST FOR QUALIFICATIONS]