



Engineering Services for Salem Depot – ‘Ring Roads’

Request for Qualifications (RFQ 2022-002) Town of Salem

January 2022

SALEM PURCHASING

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Prepared for and in coordination with the
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REQUEST FOR QUALIFICATIONS

Engineering Design Services Salem Depot – Ring Roads

January 2022

The Town of Salem, NH (the Town) is seeking qualification statements from consulting engineers (Consultant) 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, right-of-way acquisition, plan and specification preparation, estimating, permitting, assistance in the bid process and contract award, construction administration and construction observation/inspection. State and Federal funding opportunity background and proficiency with LPA projects will be required.

The Town intends to contract with a qualified Consultant for a multi-year, multi-phased, multi-contract series of projects for the purposes of development of the Salem Depot – Ring Roads. It is the intent of this RFQ to select a single consultant for this complex series of projects. The selected shall also be tasked with the redesign of the intersection of Ermer Road and NH Rte 111 (an LPA project). The selected Consultant may also be tasked with additional projects not specifically identified in this RFQ on an on-call basis for 3-years extending to December 31, 2025.

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). 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

Qualifications statements (5 hardcopies and 1 PDF copy) **must be received by the Purchasing Agent by 11:00 a.m., February 23, 2022**, late submittals will not be considered. The Town will review submitted qualifications statements and shortlist two or more Consultants for interviews. Final selection of the Consultant will be based on combined scoring of qualifications statements 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 inquires 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. The Town further reserves the right to self-perform or separately contract with other Consultants for similar services.

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 two or more Consultants for interviews. Interviews will be held during the second week of March 2022, with the winning Consultant being selected on or about March 14, 2022. Exact project award and start is not known but will occur after April 1, 2022.

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 February 16, 2022.

5. FUTURE CONTRACTS

It is the intent of this RFQ to award additional contracts at the Town's sole discretion on an on-call basis. Future Contracts may be focused on site, roadway, intersection, pedestrian, or a composition of all elements as with this initial project.

Section 1: Background

In association with the Salem Depot master planning efforts, the Town of Salem, NH intends to contract with an engineering firm to support the design and construction administration of infrastructure improvement projects surrounding the Salem Depot. The selected engineering firm shall be experienced in traffic analysis and planning, design of roadways, intersections, and pedestrian infrastructure for the projects known as the “Ring Roads”. The Town intends to award a contract for services such as; planning, traffic analysis, public outreach, coordination with staff and committees, design, right-of-way acquisition, bidding and construction administration, grant application/management, and any other task which may be necessary to develop construction documents and construct the project.

The Depot Ring Roads project will be in multiple phases with each consecutive phase occurring after the prior phase is sufficiently complete. The project requires steps for analysis and planning that will occur prior to the typical engineering and construction scope. It is important to note that the layout of the phases as described below should be considered fluid and changing. While the Town does have a vision to complete all of the improvements, various factors will determine the actual order of design and construction. Overall Salem Depot Redevelopment shall have the following main concepts identified:

1. Salem Depot Master Plan update: Assist town staff in updating the Salem Depot master plan entitled Depot Intersection Redevelopment Concept Plan originally developed in 2011.
2. Intersection Design:
 - a. Pleasant Street/Main Street Design – Awarded under a separate RFQ. If and where State/Federal funding becomes available then Construction Engineering may be awarded under this RFQ.
 - b. Brunello Road/South Broadway Design - Awarded under a separate RFQ. If and where State/Federal funding becomes available then Construction Engineering may be awarded under this RFQ.
 - c. Willow Street/North Broadway Design – will continue the Salem Depot widening effort north through the Willow Street intersection. The intersection will be signalized and incorporate a center left-turn lane.
 - d. Millville Street/Church Avenue/Main Street Design – will pair up with the Church Avenue Ring Road. The project will signalize the Millville Street/Church Avenue/Main Street intersection and provide a roadway connection on Church Avenue through to South Broadway at the Brunello intersection.
3. Ring Road Design:
 - a. Willow Street Connector – Considers road construction/reconstruction between the Willow Street intersection and the Pleasant Street intersection. This project will likely include roadway realignment and right-of-way acquisition such improved geometry around the former Tuscan Market is realized.
 - b. Brunello Road Connector – completes the connection between the former Coco-Cola plant (23 South Broadway) and Central Street withing the Tuscan Village Development. Awarded of this component is under a separate RFQ. If and where State/Federal funding becomes available then Construction Engineering may be awarded under this RFQ.
 - c. Church Ave Connector – Considers construction/reconstruction between the Millville intersection and the Brunello intersection. This element will include right-of-way acquisition, prime wetland impacts, significant resident coordination, and roadway realignment.

Additional Projects: The focus of a Qualifications Statement should speak directly to the Depot Ring Roads. However, it is noted that additional projects, related to this scope, will also be awarded to the

Consultant at the Town's sole discretion. Under the QBS process of this RFQ the selected Consultant shall also be considered on-call for additional design projects which require similar design efforts for a period of three years ending December 31, 2025. The Town is currently planning improvements of the Ermer Rd/Rt 111 intersection. The design and planning work at the Ermer Rd/Rt 111 intersection shall be considered part of this RFQ and a separate Scope of Services will be developed with the selected Consultant for this project. The Town is seeking to signalize the intersection as an LPA project.

Section 2: Scope of Services

Below is a general description of the services to be provided by the successful Consultant. The intent of the award shall require the Consultant provide a complete set of services without exclusions. This outline is not meant to be comprehensive. Instead, the objective is to generally describe a scope of services from which the selected consultant can develop a comprehensive proposal. Where an exclusion must be present then it shall be clearly identified with and explanation. As an example: the selected design consultant cannot be the consultant that completes an EDA grant application by rule.

Traffic Modeling and Depot Master Plan Development - The Depot Intersection Redevelopment Concept Plan developed in 2011 was to establish a community vision for economic revitalization of the area surrounding the Depot intersection. The Town of Salem continues to advance planning, design, and construction projects in the interest of enhancing and improving transportation infrastructure surrounding the Depot intersection. This project phase will update the Depot Redevelopment Plan and analyze the existing conditions, evaluate development scenarios, and propose recommendations. General project tasks are as follows:

1. **Existing Conditions:**
 - a. Evaluate existing conditions along the roadways and identify geometric deficiencies and relate to the existing development and potential development levels.
 - b. Confirm the general traffic operations inclusive of all existing development access points.
 - c. Investigate land uses, public transportation uses, multi-model accommodations and usage, and other factors that directly contribute to the operations and safety of the corridor
 - d. Evaluate traffic safety within the Salem Depot area extending outward to the four named intersections.
2. **Traffic model development and traffic operations sensitivity analysis:**
 - a. Syncro and SimTraffic Model: Develop model for the geographic scope and with preliminary roadway configurations. Consider land use and other parameters to reflect potential traffic impacts. Analyze the future conditions at the Depot intersection and the Ring Road intersections in various scenarios from which alternative lane designations under signalized conditions can be developed.
 - b. Amend modeling as staff provide land use alternatives for the immediate Depot area. Run modeling to develop best practices for impact mitigation.
 - c. Traffic Report: Facilitate traffic counts including Turning Movement Counts (TMCs) and Automatic Traffic Recorder (ATR) counts at various locations within the Depot area and develop a narrative for traffic modeling and outcome based on final land use options and recommendations for traffic improvements.
3. **Salem Depot Redevelopment Plan update**

- a. Conceptual Layout: Amend roadway and intersection concept plans to reflect best option for land use impacts and develop complete streets cross sectional evaluation for the inclusion of bicycle and pedestrian accommodations throughout the corridor.
- b. Compile the traffic information from the data collection and corridor safety / capacity and sensitivity analysis to prepare the transportation planning component of the updated Depot Intersection Redevelopment Concept Plan. The selected Consultant will be tasked with development of a Transportation narrative, construction cost estimating, compiling existing conditions, safety and operational analysis and preparation of a summary of the transportation improvements.
- c. Provide access management proposals to potentially reduce the number of driveway curb cuts and conflict points, creating a more conducive pedestrian environment.
- d. Determine and describe proposed modifications to the intersections inclusive of the Ring Roads to improve vehicular safety while maintaining acceptable operations.

4. Project Meetings and public outreach. Attend and conduct meetings to include project stakeholders, NHDOT, EDAC, the Regional Economic Development Center (REDC), the Rockingham Planning Commission, and Town of Salem Community Development and Planning Department, Engineering/DPW, Board of Selectmen, etc.

Intersection and Ring Road Conceptual Design- Project sequencing and composition for the projects identified in Section 1 above is not known at the time of this RFQ.

1. Base Plan development: Conduct complete topographic and right-of-way survey of all four intersection areas and three ring roads. Surveys shall be inclusive of all physical features, utilities, wetlands, and lot line/right-of-way lines. The intent of the survey(s) shall be to develop a comprehensive base plan on proper vertical and horizontal datums from which a complete set of design drawings can be developed, necessary permitting can be obtained, and right-of-way acquisition can occur. This task shall further include subordinate tasks such as a geotechnical report and wetland assessment necessary for a complete design.
2. Conceptual Design: Develop and advance conceptual designs from which necessary project coordination can occur. Principal conceptual design components shall be as follows:
 - a. Overview plan – develop and overview plan tying together each element of the overall Salem Depot redevelopment. The intent of the Overview Plan shall be to (1) create a complete picture of the overall end goal and (2) develop an assessment of global impacts for the overall Salem Depot inclusive of utility efforts, land acquisition/rights, property impacts, and roadway layout.
 - b. Begin Utility coordination for each project. One of the goals of the revised Depot Intersection Redevelopment Concept Plan will be to extend undergrounding efforts outward beyond the limits of the Pleasant Street, Willow Street and Millville Street intersections.
 - c. Begin landowner and constituent coordination related to right-of-way acquisition.
 - d. Develop an environmental impact assessment for each aspect of the overall Salem Depot redevelopment. Engaging in project permitting shall be coordinated with individual project development.
3. Grant Work: Work with Town staff to complete the necessary cost estimates, schedules, and narrative for grant opportunities. It is understood that some grant requirements specifically prohibit the design engineer from completing a grant application. Town staff will seek assistance from the Consultant to navigate the requirements of any grant opportunity.

Preliminary Design (40% design): Following the conceptual phase of the overall Salem Depot redevelopment, individual projects and the order of those projects will be developed. The Consultant shall advance designs for each project as directed. In general, each project shall have same components for preliminary and final design.

1. Preliminary Design Submission (40% design): Substantially advance design to a point where (1) final acquisition and rights can be obtained, (2) necessary permitting can be completed, and (3) Coordination with State and Federal agencies can be completed. Tasks shall include geometric and 3D modeling, preliminary traffic signal design, drainage layout and design, pavement design, pedestrian facility design and preliminary cost estimates.
2. Preliminary design coordination: Attend project meetings with necessary agencies to solicit comments and applicable design revisions.
3. Grant assistance – Provide post award grant assistance and compliance services for any grant that may be obtained in conjunction with the work.
4. Permits: Complete approvals for any and all permits and approvals from State, Local and federal agencies as maybe necessary.
5. Public outreach and Coordination – The selected consultant will be tasked with support services related to public outreach such as residential meetings, local planning board attendance, EDAC coordination, and other such coordination tasks as may be necessary to advance preliminary drawings to final design level documents.
6. Finalize utility coordination efforts for advance construction and relocation of utilities for each project. The selected consultant may be tasked separately for relocation assistance in support of significant utility relocations.

Final Design (100% Design): Following preliminary design tasks and successful coordination with all necessary parties, advance design to final bid level documents.

1. Complete design work for the project. Incorporate comments and revisions from each entity received during the preliminary design phase. Final design will be inclusive of a final review set of Contract documents (90% Design) and final bid documents (100% Design). intersections and right turning lanes only and receive approval from Town, State and EDA.
2. Develop construction contract and specifications – The Town of Salem utilizes the NHDOT Standard Specification document modified to meet the needs of the community.
3. Finalize and permit acquisition coordination.
4. Final project estimate – update preliminary estimates to reflect final design.
5. Bidding Services: Assist the Town in all bidding services up through award of the Contract to the selected contractor. This task shall be inclusive of all bidding services such as plan/contract reproduction, advertisement assistance, receipt and response of any request for additional information or contract clarifications, pre-bid and bid meeting coordination, bid analysis, and contract award documentation.

Contract Administration:

1. Contract Administration: Serve as the Contract Administrator and project manager on behalf of the Town in support of all construction activities. Understanding limitations on contract administration from various funding agencies, it is the intent of this RFQ to award construction services to the selected consultant. It is understood that a funding agency may specifically exclude the design engineer from construction administration tasks. If so, then the Town will award construction administration to another consultant for contract administration tasks.

2. Construct inspection services: This task shall be part of the overall Contract Administration task subject to the same conditions. As with contract administration, it is the intent of this RFQ for the selected Consultant to oversee improvements and monitor progress to insure conformance to the Contract Documents.
3. Continue Grant Assistance services to ensure conformance to the requirements of any grant.
4. Contract closeout: Contract Administration shall include all services necessary to completely close contract with the selected contractor.
5. As-Build Documents: Develop detailed final as-build documents of all work for each project. As-build documentation shall be comprehensive in that all elements of the design are confirmed, changes are fully documented, unanticipated conditions are fully documented, and proper supporting information (reports, tie cards, photos, etc.) are provided such that the project is memorialized.

Section 3: Qualification Statement

Prospective Consultants shall submit a qualification-based statement. Qualifications statements (5 hardcopies and 1 PDF copy) **must be received by the Purchasing Agent by 11:00 a.m. on February 23, 2022**, late submittals will not be considered. The Town will review submitted qualifications statements and shortlist two or more Consultants for interviews. Final selection of the Consultant will be based on combined scoring of qualifications statements and interviews.

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 (1 page):** 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 (2 pages max):** The firm is encouraged provide brief summaries of the location and scope of recent projects that show experience in services being offered. An important component of selection will be relationship of apparent similarities of this project to past projects.
4. **Team Lead (1 page):** Identify 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. This series of projects is significantly complicated. The Team lead shall have not less than 15-years of applicable experience in all aspects of these projects.

5. **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.
6. **Project Approach (4 pages max):** Considering project background defined in Section 1, define how the firm might approach a project of this magnitude and complexity. Demonstrate a working knowledge of the project area as well as an understanding of Salem's infrastructure. Consultants are encouraged to cite perceived project challenges and relate past experience of similar projects and how challenges were overcome. The Consultant should also provide the names of key personnel charged with managing the primary service tasks offered.
7. **Key Personnel:** Append key individual resumes speaking to relevant experience of up to six 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)
8. **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.
9. **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. Should a conflict of interest be encountered, 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, two (2) or three (3) firms will be shortlisted and invited to attend an informal interview to complete the selection process.

Section 4: 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 ten 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 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 three million dollars and that the projects were conducted on roads with an average daily traffic volume in excess of 15,000 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 multi-disciplined in all areas of this RFQ and has at their disposal, sufficient resources from which an effective team of professionals can be developed, and whom have ample experience working together.
5. **Site Familiarity:** The Consultant has visited the project site to gain a thorough understanding of the existing conditions and potential project challenges.
6. **Project Approach:** The Consultant has clearly demonstrated familiarity with the Salem Depot area and Salem infrastructure. A clear understanding of at least two potential design challenges and possible solutions have been identified. The Consultant has also described and identified an effective and wholistic approach to the overall redevelopment of the area.
7. The resume of the project manager assigned as the contact person for the Town shows no less than 15-years of experience for like projects. The overall project team is experienced in designing similar projects and has a history of working together.
8. The Consultant's firm is multi-disciplined in all areas of this RFQ and 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.
9. The Consultant has received positive references from all customers contacted by the Town.
10. The Consultant has no appearance of a conflict of interest with any other party, or such relationships are not sufficient to warrant concern.
11. The degree of compliance with the requirements and requested format of this RFQ.

Section 5: Informal Interview (Shortlist Consultants)

Shortlisted 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 in addition to demonstrating site familiarity and perceived project challenges.
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 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: 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 8: 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 9: 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 meet the requirements or 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 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.

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 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]