



**Request for Proposals
Pavement Condition Index (PCI) Update
Town of Salem, NH
March 2022**

Sealed Bid (2022-025)

**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
James A. Danis, P.E., Capital Projects Engineer
603-890-2038 fax 603-898-1223
jdanis@salemnh.gov

**REQUEST FOR PROPOSALS (RFP)
Pavement Condition Index (PCI) Update
March 2022**

The Town of Salem, NH (the Town) is seeking proposals from qualified firms (the CONSULTANT) to provide consulting and engineering services related to update of the towns Pavement Condition Index (PCI). Services are intended to be comprehensive and include all aspects of work needed to generate a revised PCI for the Town by street segment (approximately 180-miles total).

Contract shall also include a check and verification of PCI during the third year following final delivery of the updated PCI and all associated documents. The Contract shall also include an on-call service-based task for 5-years necessary to provide updates in all areas of this RFQ.

It is expected that the Work on this project shall commence in spring 2022, and that final documents will be delivered by July 29, 2022.

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 Friday, April 15, 2022**. 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 consulting services from a qualified firm to update the Town of Salem PCI ratings over its entire roadway network (approximately 180 centerline miles). The Town of Salem maintains a robust annual road reconstruction effort. The integrity of the program is significantly based on the accurate and reliable data associated with a PCI update. The town of Salem updates PCI values every five years and has need for additional services annually to maintain the integrity of the PCI values and to provide scenarios from which the final program may be developed by Staff.

The purpose of this document is to describe the scope of work and responsibilities required for the completion of the pavement condition assessment and asset mapping project for the Town of Salem, NH. The Consultant will be tasked with:

- Perform and updated pavement condition survey of the Town's entire roadway network.
- Establish an updated PCI rating for each road segment.
- Update the existing roadway GIS asset databases
- Implement a surface condition management system to model roadway pavement performance, recommend maintenance and rehabilitation strategies, and manage a robust capital improvement program.
- Develop a fiscally constrained five-year plan for roadway preservation and rehabilitation.

Contract duration shall be five (5) years. The Town may, at its sole option and discretion, elect to extend the contract with the CONSULTANT for two additional PCI update 5-year cycles. It is understood that the largest majority of work will occur in the first year of each cycle with additional incidental tasks being completed by the selected Consultant annually on an as-needed basis so as to maintain the integrity of the data provided to the Town and to provide necessary support related to development of the annual Road Program.

In addition to providing hard documents, the CONSULTANT shall also provide the Owner with electronic format copies of same (.pdf, Word, Excel). Ownership of all files, imagery and data shall be to the Town of Salem.

Section 2: Scope of Services

Although the following is a summary of the anticipated services, the description is intended as a guide in the development of a response to the Request for Proposals and is not intended to be all inclusive. Detailed Proposals must contain description of how the CONSULTANT proposes to carry out the requirements of the RFP. Perspective firms are invited to provide a Proposal inclusive of tasks deemed necessary to complete work successfully and of how the Town of Salem will be best served by their firm. The CONSULTANT should include any latitudes, prohibitions or limitations placed on the services presented in the CONSULTANT'S proposal. **It must be stated if some services or personnel cannot be provided for as specifically required in the RFP with justification of the same.** The objective is to clarify all service options and personnel.

The consultant must demonstrate a thorough project understanding within their proposal in order to be considered. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

Project Approach is summarized as follows:

- Assigning staff to perform the asset identification, asset mapping and surface condition survey for the entire roadway network consisting of approximately 180 center lane miles of road.
- Task experienced pavement engineers to review and analyze the pavement data, identify distresses, and suggest pavement repair strategies for the Town.
- Apply a software solution to perform a pavement condition rating calculation.
- Provide any/all files necessary in required formats for seamless integration all assets collected into the Town's GIS.
- Analyze data, model treatment strategies, create reports, create maps, create graphs, and estimate budgets for all roadway improvements.
- Follow proven production and QA/QC processes to carry out the service tasks.
- Use a documented verification and acceptance approach to ensure the Town of Salem receives the services that meet all of the specifications and requirements.

Project Initiation: The CONSULTANT's proposal acceptance and award will be contingent upon acceptance of proposed data collection methodology and general project approach. During a **project kickoff meeting** the Consultant will present the proposed Project Approach, which includes project equipment, software, methodology, schedules, and deliverables. Pending acceptance, the proposed approach will be finalized based on the Town's needs. Project communication protocol, documentation, accounting methodologies, data format, and standards will be confirmed during the meeting. Additionally, the meeting will review and discuss initial steps, such as confirming schedule, meeting dates, project understanding, and information required. It is expected that the previous pavement management data format will be maintained for consistency.

The Town will provide any existing database, previous inventory road centerlines, GIS layers, and aerial imagery for project use upon request by the Consultant. Using the existing roadway asset/centerline data the CONSULTANT will create a pavement database based on the assets. Each road segment record in the GIS database will have a corresponding record in the pavement database and have a unique identifier so that the pavement database can be imported into the Town's VueWorks system. Consultant will expand the roadway asset/centerline data as needed to reflect the current conditions or ambiguities discovered during field during inspections.

Distress Rating: The Consultant shall collect surface conditions and distress information for asphalt roadways. Proposals are to include a narrative of a methodology based on distresses and severity enumerated on a 100-point scale for roadway segment PCI. Information for the roadway assets shall be sufficient to evaluate and model lifecycle and deterioration necessary for budgeting and long-range planning. A clear correlation shall be established between surface conditions and distresses as the basis for the formulation of a Pavement Condition Index (PCI). In addition, all recommended methods for treatment will be presented, the benefits and deficits of each, and their applicability to the distresses. Project documentation shall include a discussion outlining treatment methods currently utilized or regionally available as well as the correlation to roadway distress types.

Data Collection: It is understood that there is a myriad of options available regarding roadway data collection. This RFP does not predetermine a specific methodology of data collection. The Consultant is responsible for narrating, in the response to this RFP, how a proposed solution or alternatives are best and most suitable for the Town. Independent of methodology for collecting surface conditions, the proposal shall describe a quality control process using manual collection to ensure data integrity and consistency of distress ratings/treatment recommendations. It is expected that approximately 20% of the road network

with be QC'd through field verification by a senior pavement technician to confirm the accuracy and consistency of the data being collected.

The CONSULTANT will collect data as required and necessary for a seamless integration into the Town's network. The data must be geo-referenced and fully compatible with ArcGIS and able to be incorporated into the Town's VueWorks asset management software. The end product from this task is expected to be a GIS-compatible shapefile or geodatabase with appropriate PCI ratings (0-100 scale). In addition, each distress shall also have a 0-100 rating for each segment of road. This data is required to enable viewing/analysis in both ArcGIS and VueWorks environments to support future planning, utility coordination and work order management.

GIS Integration: Prior to data collection, the CONSULTANT will coordinate with Town staff to (1) review existing GIS road network data, (2) ensure the provided product will be fully compatible with the existing GIS data and VueWorks asset management software and (3) develop a written plan for data collection that is consistent with Salem's goals and objectives.

The Town will provide a GIS layer of street centerlines including an internal asset ID and attributes inclusive of pavement width, number of lanes, last treatment date & type, and unique name in a file geodatabase. All attributes shall be reviewed and updated as necessary during the field survey. All data collected shall include and relate to the unique Asset ID for each street segment. The CONSULTANT shall inventory pavement conditions according to street segment included in this step.

Reporting: Within the context of required and expected discussion in a PCI update report the Consultant shall discuss the Town of Salem's current and long-term pavement management goals so that the Town may determine the best pavement management strategy based on the PCI value ranges and specific distress types and severity levels. Project documentation shall include a discussion outlining treatment methods currently utilized as well as the correlation to roadway distress types with a list of current treatment practices and the most recent unit price contracts. Expected PCI report contents may be viewed in a prior published report. Consultants are invited to present in their proposal how they will meet the minimum expectation and how they might change/modify/expand on previous reports to meet the needs of the Town.

The CONSULTANT will work with the Town to create a series of alternative roadway surface repair strategies utilizing a road management software program. Such strategies shall develop pavement treatment hierarchy and/or decision-making matrix, including backup supporting each recommended methodology. This task shall include iterative "what-if" scenarios at various capital funding levels and various treatment strategy settings to identify the advantages and disadvantages of each strategy. The ultimate goal will be to generate a PCI report with the optimum 10-year work plan at a necessary funding level to maintain and/or achieve a defined overall town wide PCI rating. Under the annual incidental tasks during each 5-year cycle the Consultant may further be tasked to update scenarios annually with input from staff for future needs.

This task shall also include development of customized deterioration curve(s) based on prior PCI ratings and current findings. Development of the curve(s) along with the corresponding mathematical equation will be used to forecast PCI ratings in x-years. Following formulation of new deterioration curves and/or fine tuning of the existing deterioration curves the Consultant shall apply the equation to each year in the 5-year cycle in an effort to maintain the most accurate PCI information in support of the annual Road Program. Incidental tasks during year #3 in the cycle will include a spot check in approximately 20% of the roadways to confirm accuracy of the predicted deterioration curve(s).

In addition to providing PCI ratings for each segment of road for each year in the 5-year cycle, the CONSULTANT will be tasked with providing a composite PCI for each road in its entirety for each year in the 5-year cycle. Ultimately, the road program is developed principally on a composite PCI rating of the entire road. The intent of this task is not meant to override the normal protocols of predictive software. Instead, this task is a supplemental reference through development of a weighted average of each road per unit length.

Finally, Excel files and appended spreadsheets will separate roadways by classification (local, industrial, collector/arterial, and gravel). Of particular note are gravel roads future Road Program years will continue conversion of gravel roads to paved surfaces. There is a clear difference between gravel road PCI and paved road PCI. The PCI report will speak to the distinction between the two as well as incorporate a scenario providing for gravel road conversions (approximately one road per year).

PCI Report Deliverables:

- Pavement Condition Rating on all Town road segments based on ASTM D6433 defined pavement distresses
- Pavement distress summary for each pavement management segment.
- Development and/or revision of deterioration curves with corresponding equation(s) from which deteriorating PCI values can be directly calculated.
- Year by year pavement condition projections for each road segment based on customized pavement deterioration curves.
- Year by year pavement condition projections for each total road length developed from a weighted average of each road segment length.
- Consultation and Development of a pavement maintenance and rehabilitation strategy for the systematic application of treatment types to all pavement segments based on multiple criteria including pavement condition rating, functional classification, etc..
- Pavement Maintenance and Rehabilitation recommendations for each pavement segment based on current and projected conditions.
- Road Program recommendations based on specified funding levels
- Average Network Condition and Repair Backlog projections for multiple funding scenarios.
- Determination of funding requirements to meet specified network goals.
- Inventory and Analysis deliverables in file formats compatible with Microsoft Office, Acrobat, and ESRI platforms.
- Assist the Town of Salem in presenting the results of the PCI report and the impacts of various funding decisions to Town decision makers and Boards.

Proposal Alternate #1 - Road management software system: Within the context of the requirements of this RFP the CONSULTANT will provide incidental annual services inclusive of developing budget scenarios from which a Road Program may be developed. The CONSULTANT'S software to complete tasks such as this is not required as a deliverable product. However, it is understood most communities receive such software and associated training such that staff may develop multiple iterations of a proposed road program based on numerous factors which are fluidly changing on a very frequent basis. The Town of Salem has historically obtained such software and training. The Town has also not utilized the software over the last several years thereby making its value much less important. Selection of a Consultant will be significantly based on the general PCI update scope. However, this Alternate may be a consideration in selection if a Proposal includes a simple, intuitive, and cost-effective program.

Under this Alternate the CONSULTANT will provide/configure a predictive software program to analyze roadway condition data as well as provide budgeting and forecasting tools to formulate short- and long-

term capital plans. Across the breadth of roadway treatment techniques, the Town of Salem utilizes only a few such techniques. A specific software product is not predetermined however, the ideal product would be a VueWorks module such that iterative Road Program scenarios may be developed directly from VueWorks. The subtasks will include:

- Configure the system to reflect the rehabilitation alternatives and repair methods agreed to with the Town of Salem.
- Configure the system to reflect the current and local costs for the repair methods.
- Configure the system to reflect the preferred treatment methods for critical PCI thresholds.
- Provide a draft multi-year rehabilitation program utilizing historic budget information for review by Town staff.
- Model of automated treatments bands and repair recommendations.
- Review the rehabilitation program with Staff and modify analysis parameters iteratively to produce the final repair program required.
- Provide textual and map reports of the repair program, including options to produce through the user interface.
- Provide necessary training on the user interface.

Proposal Alternate #2 – Street view Imagery and viewer: It is understood that various consultants have various methods of data collection. Under this Alternate the town desires to retain complete ownership of street view imagery along with viewing software capable of viewing imagery in a 360-degree format similar to Google Street View. Ownership of imagery and 360-degree viewing software shall not be subject to annual subscription. It is further desired that imagery will be geo-referenced with the ability to actively track the path of camera as it progresses down the street. The intent of this Alternative is simple in nature as a stand-alone deliverable. The product is not intended to be imported into the VueWorks or ArcGIS platforms however, the ability to do so will offer an advantage to the Consultant that offers the versatility of doing so. In addition to price, proposals that consider this Alternate shall provide discussion of the product being provided, what the limitations and versatility of the product are, and what the deliverable will be. The proposal shall provide a sample image to demonstrate resolution and versatility. In essence, does the user have the ability to rotate as well as zoom and pan up or down?

Acceptance of the Alternate will be conditioned on a demonstration of the product. Selection of a Consultant will be significantly based on the general PCI update scope. However, this Alternate may be a consideration in selection if a Proposal includes simple, intuitive, and cost-effective street view imagery.

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 ‘Proposal for Pavement Condition Index (PCI) Update’. 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 – Pavement Condition Index (PCI) Update’.

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 Friday, April 15, 2022**. 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, email 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.
2. **CONSULTANT Knowledge and Experience (1-2 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. **Examples should provide discussion of how the firms approach to the work, reporting and presentation affected change and ultimately contributed to increased funding levels within the community's road program.**
3. **CONSULTANT Project Approach (1-2 pages):** Include a narrative of project approach that provides discussion of items noted in Section 2 – Scope of Services. With the understanding there are many different ways to complete services requested, it is up to perspective firms to present their efficient cost-effective approach and why the approach is best suited to the Town of Salem. If needed, one additional page may be utilized to provide discussion on RFP Alternates.
4. **CONSULTANT Schedule:** Provide a project schedule outlining timeframes for completion. In general, the project schedule should be such that it provides completion of tasks with update/review progress meetings. 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. The schedule provides discussion on and clearly defines how the project will be managed noting Salem will be a priority given the firms current backlog of work.
5. **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".
6. **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 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.

7. **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.
8. **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. All references **must** be key decision makers from municipalities 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 – Pavement Condition Index (PCI) Update’. 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, email, 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 (itemized base plus Alternates, if any) 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 the project, along with the associated man-hours for each person or sub-consultants and their proposed billing rate. The cost of reimbursable items and cost allowances shall be indicated within the associated task and included in the cost totals. Separate costs and allocations shall be provided for each Alternate, if proposed.
3. **Allowances:** Any cost allowances shall be clearly identified in the proposal. Allowances should reflect a reasonable attempt to accurately quantify the anticipated work effort for the allowance item.

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 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 projects for municipalities. Did the Consultant's work assist in Road Program funding increases withing a community?
3. Project Approach: The CONSULTANT has provided a clear, concise and thorough discussion on project approach. The firm's methodology is clearly identified and reasoning is provided why the approach is best suited for Salem.
4. 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.
5. 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.
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. Experience and ability of personnel conducting the field survey will be a significant factor in selection.
7. The CONSULTANT has demonstrated suitable financial and insurance resources, or the ability to obtain same, for this project.
8. 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. Discussion has been provided if a conflict arises.
9. The CONSULTANT has received positive references from all clients contacted by the Town.
10. The degree of compliance with the requirements and requested format of this RFP.
11. CONSULTANT selection will not be based solely on the Consultant Proposal. While the Cost Proposal will be a significant factor in evaluation of the RFP response, 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, the CONSULTANT will be asked to attend an interview and submit any additional information, which the Town may deem necessary to determine the CONSULTANT'S qualifications.
2. The successful CONSULTANT will be considered to be the prime contractor for those services indicated in their proposal and will be required to assume total responsibility for the services

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

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. 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.
- If there are any exclusions specifically required by this RFP.

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 Owner 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 resulting from 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.