

RFP 04-12

City of Concord, New Hampshire

Purchasing Division

**CITY OF CONCORD
CITY ADMINISTRATION DIVISION OF GRANTS & SPECIAL PROJECTS**

**ENGINEERING SERVICES FOR ENVIRONMENTAL CLEANUP OF THE FORMER
ALLIED LEATHER TANNERY COMPLEX**

Prepared for and in coordination with the

**CITY ADMINISTRATION
GRANTS AND SPECIAL PROJECTS**

Contract Documents
Proposal Documents
Specifications

Firm: _____

**PROPOSAL DUE DATE/TIME: SEPTEMBER 9, 2011 NOT LATER THAN 2:00 PM
MANDATORY PRE-PROPOSAL MEETING: AUGUST 17, 2011 AT 10:00 AM**



City of Concord, New Hampshire

PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET

CONCORD, NH 03301

(603) 230-3664 FAX: (603) 230-3656

www.concordnh.gov/Purchasing

REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified firm to provide the City with consultant environmental, geotechnical, and structural engineering services in conjunction with environmental cleanup of the Former Allied Leather Tannery complex located at #27, #13, and #35 East Street, Penacook (Concord). Each firm submitting a proposal must be lawfully engaged in the practice of environmental, geotechnical, and structural engineering in the State of New Hampshire.

An overview and detailed specifications are provided later in this Request for Proposals (RFP).

Proposals must be received no later than **2:00 PM on September 9, 2011** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted in a sealed envelope which is clearly marked:

“RFP 04-12

ENGINEERING SERVICES FOR ENVIRONMENTAL CLEANUP OF THE FORMER ALLIED LEATHER TANNERY COMPLEX”

A **mandatory** pre-proposal meeting will be held on August 17, 2011 at 10:00 AM at Concord City Hall, Second Floor Conference Room, 41 Green Street, Concord NH 03301 to review the City’s requested scope of services with interested potential respondents to this RFP. Interested parties must attend this mandatory meeting in order to be eligible to make a proposal.

Requests for Proposals may be issued only by the Purchasing Manager, or his designee, to authorized firms, and are not transferable unless authorized by the Purchasing Manager, or his designee.

Copies of RFP 04-12 are available from the Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 (603-225-8530) or on-line at www.onconcord.com/purchasing.

All proposals received will be considered confidential and not available for public review until after a vendor has been selected.

The City reserves the right to reject any or all proposals, or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

Failure to submit all information as detailed on the Proposal Submission Checklist and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

All proposals are advertised, at the City's discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
City of Concord, NH	Posted on City Website and in City Hall Lobby	41 Green Street, Concord NH 033301	603.225.8530 603.230.3656(fax)	purchasing@onconcord.com www.onconcord.com/purchasing
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	plansroom@agcnh.org http://nh.agc.org
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856 603.627.4524(fax)	info@constructionsummary.com www.constructionsummary.com
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	bids@bidocean.com www.bidocean.com
McGraw Hill Construction	Bid House	880 Second Street, Manchester NH 03102	603.645.6554 603.645.6714(fax)	Priscilla_littlefield@mcgraw-hill.com www.construction.com
New England Construction News - CDC News	Bid House	100 Radnor Rd S-102, State College, PA 16801	1.800.652.0008 1.888.285.3393(fax)	mweaver@cdcnews.com www.cdcnews.com

CITY OF CONCORD, NEW HAMPSHIRE


 Douglas B. Ross, Purchasing Manager
 Date: 8/11/11

PROPOSAL DUE DATE/TIME: SEPTEMBER 9, 2011 NOT LATER THAN 2:00 PM
MANDATORY PRE-PROPOSAL MEETING: AUGUST 17, 2011 AT 10:00 AM

REQUEST FOR PROPOSALS

INSTRUCTIONS TO PROPOSERS

ENGINEERING SERVICES FOR ENVIRONMENTAL CLEANUP OF THE FORMER ALLIED LEATHER TANNERY COMPLEX”

1. GENERAL:

The City of Concord, New Hampshire (hereafter referred to as the CITY), is seeking the services of a qualified environmental, geotechnical, and structural engineering firm (hereafter referred to as the CONSULTANT) lawfully engaged in the practice of this service in the State of New Hampshire. Interested firms should respond to this request on or before the time due for submission.

A detailed proposal in compliance with the designated format outlined herein is required. It is the intent of the CITY to select one firm to provide required environmental, geotechnical, and structural services as part of the City’s effort to cleanup and remediate the former Allied Leather Tannery Complex located at #27, #31, and #35 East Street, Penacook (Concord) in order to prepare the premises for future redevelopment by a private developer.

Trade secrets or proprietary information submitted by a proposer, offeror, or CONSULTANT in connection with a procurement transaction shall not be subject to public disclosure under the New Hampshire Freedom of Information Act, however, the bidder, offeror, or CONSULTANT must invoke the protection of this section prior to or upon submission of the information or other materials, and must identify the data or other materials to be protected, and state the reasons why protection is necessary. Disposition of material after award is made should be stated by the proposer, offeror, or CONSULTANT.

Emphasis in selecting a firm shall be placed on the firm’s experience with providing the services requested herein or similar to those which the CITY anticipates needing.

2. PROPOSAL SUBMISSION:

In order to be considered responsive, proposals must be submitted in **one (1) original and three (3) identical copies** to Mr. Doug Ross, Purchasing Manager, Finance Department, Purchasing Division, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301.

The City must receive proposals no later than **2:00 PM on September 9, 2011** to be eligible for consideration. Each proposal shall be submitted in a sealed envelope, which is clearly marked:

**“RFP 04-12 ENGINEERING SERVICES FOR ENVIRONMENTAL CLEANUP
OF THE FORMER ALLIED LEATHER TANNERY COMPLEX”**

3. GUIDELINES FOR PROSPECTIVE CONSULTANTS:

It is the policy of the CITY that contracts are awarded only to responsive and responsible firms. In order to qualify as responsive and responsible, a prospective engineering firm must meet the following standards as they relate to this request:

- a) Have the adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- b) Have the necessary experience, organization, technical and professional qualifications, skills, and facilities;
- c) Be able to comply with the proposed or required time of completion or performance schedule;
- d) Have a demonstrated satisfactory record of performance; and
- e) Adhere to the specifications and City of Concord contract agreement provisions of this proposal and provide all documentation required of this proposal.

4. PROPOSAL EVALUATION:

Proposals will be reviewed upon receipt. An evaluation committee will be formed comprised of City staff to evaluate the proposals. Specific evaluation criteria are provided as Appendix A in this document. In the evaluation of the proposals, the CITY, at its discretion, may obtain technical support from outside sources. The offerors will agree to fully cooperate with the personnel of any such organization. It is anticipated that a contract will be signed with a consulting firm within **forty-five (45) calendar days** after the date proposals are received.

5. PROJECT BACKGROUND:

Cleanup and redevelopment of the former Allied Leather Tannery Complex has been a City priority since 2003. To date, the City has invested approximately \$4.1 million to acquire, cleanup, and prepare portions of the Tannery for redevelopment by the private sector. The three former Tannery properties for which services are being sought comprise 3.64 acres combined. These properties contain chromium contaminated soils, as well as Poly-Aromatic Hydrocarbons (PAH) (coal ash) contaminated soils which must be remediated in order to clear the way for a private developer to acquire and redevelop these three properties. Specifically, it is estimated that each property contains the following:

- 27 East Street: 675 +/- tons of Chromium contaminated soils. Soils are located beneath concrete slabs. The concrete slabs are buried beneath 4-8' of fill.
- 31 East Street: 300 +/- tons of Chromium contaminated soils and 750 +/- tons of PAH contaminated soils. Chromium soils are located beneath concrete slabs. The concrete slabs are buried beneath 4-8' of fill. PAH soils are located in an embankment along the East Street frontage of the parcel.
- 35 East Street: 1,300 +/- tons of PAH contaminated soils. PAH soils are located in an embankment along the East Street frontage of the parcel.

Please see the graphic below detailing the approximate location of contamination on each property, as well as a subsurface investigation report for chromium soils completed by ECS, dated April 2009, for more detail about the location of contamination on each property.



This scope of work, as well as final remediation of the three (3) properties, is being financed in part by a \$600,000 US Environmental Protection Agency Cleanup Grant, which was awarded to the City on June 6, 2011.

6. SERVICES REQUESTED:

The CITY requires the services of a consultant environmental, geotechnical, and structural engineer for the following purposes:

- a. Preparation of Alternative Brownfields Cleanup Analysis Remedial Action Plan Update: The Consultant shall prepare a Remedial Action Plan (“RAP”) Update for the subject property for approval by the NH Department of Environmental Services. The RAP shall include an “Alternative Brownfields Cleanup Analysis” (ABCA) in accordance with USEPA standards order to evaluate which cleanup techniques are most appropriate for the property. The Consultant shall recommend a preferred approach for cleanup and remediation of the site to the US Environmental Protection Agency (USEPA) and NH Department of Environmental Services (NHDES). Once a final alternative is selected by the City, USEPA, and NHDES, the Consultant shall prepare an update to the existing Remedial Action Plan for the premises which was previously commissioned by the City.
- b. Preparation of QAPP: The Consultant shall prepare a Quality Assurance Project Plan (“QAPP”) in customary format and in accordance with requirements of the US Environmental Protection Agency for the subject property for review and approval by the US Environmental Protection Agency and NH Department of Environmental Services.
- c. Community Relations Plan Assistance: As a condition of the grant award, the City is required to prepare a Community Relations Plan. This plan shall be prepared by the City’s Project Manager, with assistance from the Consultant.

As part of this effort, the City is required to host at least two (2) public forums to inform the key stakeholders and the public about the project. The first forum shall be held prior to the start of the project and the second at the end in order to inform the public as to progress made at the property. As part of their proposals, the Consultant shall include time for assisting the City with preparation of the Community Relations Plan, as well as attendance of two (2) community forums. The City anticipates the forums will be held on a weeknight or Saturday morning and will last no more than two (2) hours (excluding travel and preparation time).

Anticipated scope of work for this task includes assisting the City with development of graphics and PowerPoint slides for a presentation, as well as attendance at the public forums to assist with the public presentation and answer technical questions from members of the public.

- d. Bid Specifications and Drawings for Contaminated Soil Removal: The selected Consultant shall prepare all required bid specifications, drawings, and related contract documents (including bid addenda) necessary to bid physical cleanup activities for the three (3) properties. Please note that cleanup of the three properties shall be bid and awarded as a single project; however, the bid documents shall require prospective

contractors to provide separate pricing for each of the three properties. In addition, bid documents shall require contractors to provide invoices with specific claims for each of the three subject properties.

Bid specifications shall include but not be limited to health and safety requirements, excavation and management of contaminated materials, dewatering, removal of concrete slabs and foundation walls, earthwork and back filling, and stabilization of East Street during excavation activities. As part of this task, the Consultant shall prepare the entire bid package and contract documents using the City's standard "boiler plate" contractual documents which the City's Purchasing Manager shall provide to the Consultant in MS Word format.

Though the Consultant shall be responsible for preparing the entire bid package, the City shall be responsible for issuance of the bid to prospective contractors, as well as receiving and compiling bids from interested contractors for evaluation and award.

In order to prepare the site for subsequent redevelopment by a private developer, the City desires to excavate and remove all contaminated soils to bedrock or existing foundation slabs (as might be appropriate). Contaminated materials shall be removed from the property. Clean material may be reused as backfill or removed from the property as appropriate.

Bid specifications shall include the following specific provisions:

1. While the project features three (3) separate parcels, the project shall be bid and awarded as a single cleanup project. However, a scope of work shall be developed for each of the three parcels and bidders shall be required to submit pricing for the unique scope of work for each parcel.
2. Clean Backfill and Testing Services: As part of the bid specifications, contractors shall utilize existing back fill previously stockpiled at the site, as well as import additional backfill to the site which the City has stockpiled at 1 Commercial Street, Concord, for use at 27-35 East Street, provided such material is deemed suitable given impending redevelopment plans. During the preparation of specifications, the Engineer shall quantify the stockpiled back fill on site, as well as at the 1 Commercial Street location, and provide an estimated fair market value for such material so that the City can claim the material as a match for its US EPA Cleanup Grant.

As part of this proposal, the Consultant shall also propose and implement a sampling protocol, such as TCLP, for these stockpiled soils to ensure that said materials are free of environmental contaminants in excess of NHDES Standards prior to issuance of the bid specifications.

3. The Consultant Engineer shall review and approve the Cleanup Contractor's proposed shoring technique to protect and stabilize the slope which supports East

Street (and related sidewalks and utilities) along the frontage of #31 and #35 East Street during the removal of PAH soils and existing foundation walls.

4. **Foundation Slab Removal:** Prior to bidding the cleanup activities, the Consultant shall provide the City with a geotechnical and structural engineering analysis to determine if it would be appropriate to leave other buried concrete slabs at the property (separate from those to be removed because of the environmental cleanup effort) in place for the purpose of having new buildings and parking lots developed over such slabs, or whether these slabs should be removed in order to facilitate final redevelopment of the property. Pending the outcome of this analysis, the City may include removal of all concrete slabs as part of the scope of work for the project.
5. All foundations slabs removed at the property shall be recycled on site by crushing them to into 3" minus material, comingling said material with clean fill, and using the comingled material as back fill.
- e. **Mandatory Pre-Bid Meeting:** The Consultant shall attend at least one mandatory pre-bid meeting with contractors and shall assist with preparation of bid addenda as necessary.
- f. **Bid Evaluation / Recommendation:** Once bids are received, the Consultant shall review the bids and provide the City with a recommendation in writing as to which contractor is the **lowest responsive and responsible** bidder.
- g. **Construction Oversight Services:**
 - a. **Field Observation:** As part of its proposal, the Consultant shall provide an hourly rate for construction oversight services for the duration of cleanup activities in the field. These services shall include full-time daily oversight of cleanup activities whenever the cleanup contractor is on site (including weekends). This task shall specifically include, and not include, the following:
 - Perform on-site observations during the active construction phase as may be reasonably necessary to determine, in general, if progress and quality of the work being performed will be in conformance with the Contract Documents when completed.
 - Notify the City's Project Manager immediately if work does not conform to the Contract Documents or requires special inspection or testing.
 - Monitor the Cleanup Contractor's progress as it relates to the project schedule and alert the City's Project Manager to conditions that may lead to delays in completion of the work.

- Attend all construction coordination and other meetings as directed by the City.
- Maintain a diary or log book, complete with photographic record, of the construction activities observed, including: weather conditions and weather-related site conditions; nature and location of work being performed; meetings attended and matters discussed; communications between the City, Contractor, the Consultant, and third party inspectors including instructions, interpretations, and clarifications provided to the Contractor; any occurrence or work that might result in a claim for change of contract compensation or time; as well as record all oral agreements, instructions, disputes and questions pertinent to the work.
- Photograph project progress and document any issues.
- Attend all the construction meetings for the duration of the project.
- Review the work and prepare interim and final punch lists for the Contractor.
- Collect, on the City's behalf, project close-out documentation, O&M manuals and as-built drawings (as applicable);

The on-site construction inspector **shall not** take the following actions without consultation with, and the express approval of, the City's Project Manager:

- Authorize deviations from the Contract Documents.
- Approve substitute materials or equipment.
- Personally conduct or participate in tests or third party inspections.
- Assume any of the responsibilities of the Cleanup Contractor's superintendent, project manager, or subcontractors.
- Expedite the work of the Contractor.
- Have control over, or change of, or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, unless otherwise set forth in this RFP.
- Issue a Certificate for Payment or Certificate of Substantial Completion.

- Prepare or certify to the preparation of a record copy of the drawings, specifications, addenda, change orders and other modifications, unless otherwise set forth in this RFP.
- Reject work or require special inspection or testing, except as authorized by the City.
- Order or authorize the Contractor to stop or suspend the work or any portion thereof, except as authorized by the City.
- Make agreements of any kind with the Contractor or its subcontractors on the City's behalf.

When preparing this part of the proposal, the Consultant shall assume full-time oversight of 40 hours per week for eight (8) weeks (a total of 320 hours). It is the City's preference to have full-time construction oversight services for the duration of the work as budget allows.

- b. Field Screening & Confirmatory Sampling: As part of its proposal, the Consultant shall recommend and implement a regiment for confirmatory sampling for both soils and groundwater as necessary to ensure the cleanup has been completed in accordance with NHDES standards. The Consultant shall provide a fee proposal (with unit costs) for all anticipated testing services, including all labor, supplies, materials, tools, equipment, and lab analyses.
- c. Davis Bacon Monitoring: Because this project will be funded in part with \$600,000 in US Environmental Protection Agency Cleanup Grant funds, the project is subject to Davis Bacon Act wage requirements. Therefore, the Consultant, either with its own staff or a sub-consultant, shall conduct the necessary interviews with the cleanup contractor's employees and subcontractors, as well as related monitoring activities (including filing written reports) to ensure that the cleanup contractor, to be subsequently engaged by the City under a separate bid process for completion of physical cleanup activities, complies with all requirements of the Davis Bacon Act.
- h. Remedial Action Plan ("RAP") Closeout Report: Upon completion of cleanup activities, the Consultant shall prepare a Remedial Action Plan ("RAP") Closeout Report detailing all cleanup activities and results of confirmatory sampling. The report shall be prepared to the satisfaction of the NHDES so as the NHDES will be able to issue the City a revised Covenant Not to Sue. (A Covenant Not to Sue was previously issued for the site by the State of New Hampshire on February 14, 2008).
- i. ADD / ALTERNATE #1: NPDES Permit: As part of its proposal, the Consultant, on an add/alternative basis, shall include provisions and pricing for preparation of a National Pollutant Discharge Elimination System (NPDES) permit, which may

potentially be required for discharge of treated groundwater as part of dewatering efforts for excavation and removal of contaminated soils, pending selection of a groundwater dewatering specification in accordance with the scope of services within this RFP.

- j. ADD / ALTERNATE #2: Modification of Groundwater Management Permit (GWMP): All three parcels are currently subject to a Groundwater Management Permit dated December 6, 2007, as attached to this RFP. As part of its proposal, the Consultant, on an add/alternative basis, shall include provisions and pricing for potential modification of the current Groundwater Management Permit for the premises if so required by NHDES upon completion of cleanup activities.
- k. ADD / ALTERNATE #3: Modification of Activity and Use Restrictions (AURs): All three parcels are currently subject to an Activity and Use Restriction dated August 14, 2007, as attached to this RFP. As part of its proposal, the Consultant, on an add/alternative basis, shall include provisions and pricing for potential modification of the current Activity and Use Restriction for the premises if so required by NHDES upon completion of cleanup activities.
- l. ADD / ALTERNATE #4: On-call Environmental Services: Separate from the Allied Leather Tannery project scope of work set forth within this RFP, the City reserves the right to call upon the selected Consultant on an as needed basis for future Phase I or II Environmental Site Assessments, or other Brownfields projects which require an environmental engineering services depending on the timing of such projects and the availability of funding. The City's Division for Grants and Special Projects, of the Community Development Department, will be responsible for administering this process.

If so desired by the City, and at the City's option, the Consultant shall remain under contract with the CITY for a three (3) year period, and at the City's discretion may be renewed for up to one additional three (3) year period, or up to three (3) additional one (1) year periods.

As part of this process, Consultants shall submit a detailed unit services and hourly fee schedule for all customary and normal environmental engineering services related to Brownfields assessments, development of Remedial Action Plans, development and implementation of Groundwater Management Permits and Activity and Use Restrictions, and other similar Brownfields related activities.

As part of this add / alternate, the City reserves the right to select multiple Consultants to provide on-call services for the term set forth above.

7. TERMS AND CONDITIONS OF US EPA CLEANUP GRANT:

The Consultant shall be bound by and comply with all terms and conditions of the US EPA Brownfields Cleanup Grant award received by the City without limitation.

8. SCHEDULE:

This project shall be completed in accordance with the following anticipated schedule:

- September 9, 2011: Responses to this RFP due to the City Purchasing Office.
- September 23, 2011: Award this RFP for Consulting Engineering Services.
- September 24, 2011 – January 31, 2012: Preparation of ABCA, RAP, QAPP, and Bid Specifications and hold first Community Forum.
- February 1, 2012: Bid Cleanup Activities Contract.
- March 1, 2012: Receive Bids for Cleanup Contract and Complete Due Diligence.
- March 16, 2012: Award Cleanup Contract Bid.
- April 16, 2012: Commence Cleanup Activities (weather permitting).
- July 16, 2012: Substantially Complete Cleanup Activities.
- August / September 2012: Hold second Community Forum; report on results of cleanup activities.
- November 1, 2012: Final Project Closeout (RAP Closeout Plan, modifications of AUR and GWMP as required, receive revised Covenant Not to Sue from State of NH, file USEPA closeout documents).

9. PROPOSAL PREPARATION:

In order to facilitate evaluation of the Proposal Statements, the CONSULTANT is instructed to follow the outline below in responding. Proposals that do not follow the outline, or do not contain the required information, may be considered as unresponsive proposals. Additional and more detailed information may be annexed to the main body of the reply.

Proposals can be submitted in letter format or as a bound document. The following information should be provided:

A. Company Background Material

Include information concerning the background, experience, and reputation of the CONSULTANT (and all sub-consultants which might be part of the Consultant's team) which is felt to be pertinent.

B. Ability to Perform

Previous work on similar projects – the CONSULTANT will demonstrate their understanding of, and familiarity with the following:

- Cleanup, remediation, and redevelopment of Brownfields projects, especially tanneries.
- Geotechnical and structural evaluations involving leaving buried concrete slabs in place and building over such slabs with new buildings and structures;
- The NHDES Brownfields Voluntary Compliance Program. .
- The USEPA Brownfields Cleanup Program and associated rules and regulations for projects receiving EPA Cleanup Grant funds.

C. Local Knowledge

The CONSULTANT shall demonstrate their familiarity with the City of Concord, including a their knowledge of, or experience with, the City’s plans for redeveloping that portion of the former Allied Leather Tannery Complex located at #27, #31, and #35 East Street, Penacook.

D. Staff Project Manager – Contact Person

The CONSULTANT will identify the staff project manager, along with each individual who will be assigned to work with the CITY on this project. Each individual’s responsibilities will be clearly stated and a copy of their resume shall be attached to the proposal.

E. Backup Capability

The CONSULTANT will include the resumes of individuals who would be assigned to the project in the event of an unexpected problem in manpower assignment.

F. Offeror’s Experience

The offeror shall provide a list of the previous and current contracts, if any, awarded by a governmental agency to the CONSULTANT, which are considered identical or similar in scope of services discussed herein. The CONSULTANT shall include the following information on this list:

- Experience with Brownfields projects, including development of Remedial Action Plans, bid specifications, and construction oversight / monitoring services of cleanup activities in the field (including confirmatory sampling). Firms shall list all of the following which Brownfields cleanup and remediation projects they

have participated in or supervised within the last three (3) years, including the name of each client and address of site.;

- Successful experience with the NHDES Voluntary Compliance Program (a.k.a. the Covenant Not to Sue Program). Firms shall disclose whether they have ever been a contractor for the NHDES Brownfields Program and shall list all clients which they have successfully worked with through the NH Brownfields Voluntary Compliance Program (a.k.a. the Covenant Not to Sue Program) for the last three (3) years;
- Successful experience with US EPA’s Brownfields Cleanup Grant Program, including the preparation of QAPPs and ABCAs. Firms shall disclose whether they have ever been a contractor for the US EPA Brownfields Program as well as list all clients and projects which they have worked with which involved US EPA Cleanup Grant funding for the last three (3) years.
- Understanding of the Davis Bacon Act and experience in providing monitoring services related thereto;
- Successful experience with the redevelopment of Brownfields properties, including those sites which featured buried concrete slabs; and,
- Include contract duration, services performed, and the name, address, and phone number of the contracting agency.

G. Signature:

The statement shall be signed by an official authorized to bind the CONSULTANT and shall contain the name, title, address, and telephone number of the individual(s) with authority, who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.

10. COMPENSATION:

Since this is a qualifications based selection process, the CONSULTANT shall submit a detailed unit services and hourly fee schedule for the services to be provided (including add/alternate items) in a separate sealed envelope to be opened after the selection of the CONSULTANT. The sealed envelope shall be clearly marked as follows:

**“RFP 04-12 ENGINEERING SERVICES FOR ENVIRONMENTAL CLEANUP
OF THE FORMER ALLIED LEATHER TANNERY COMPLEX FEE
PROPOSAL”**

The fee proposal shall not be opened until after all proposals have been reviewed and evaluated and a CONSULTANT has been chosen for contract award. If the fee proposal exceeds the City’s budget for the required services the CONSULTANT and the

City shall enter into negotiations. If, as a result of these negotiations, the Proposer's fee still exceeds the City's budget then the fee proposal of the second rated CONSULTANT shall be opened. This process shall be repeated until a billing service is hired.

11. PAYMENT SCHEDULE:

Invoices are due in duplicate and payable within thirty (30) days of receipt.

GENERAL TERMS AND CONDITIONS

PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all requested services unless specific directions in the advertisement, on the proposal form or in the special provisions allow for partial proposals. Failure to quote on all services may disqualify the proposal. When proposals on all services are not required, Proposers shall insert the words "no proposal" where appropriate.

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base proposal response, i.e. it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in the Request for Proposals (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for **sixty (60) calendar days** subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Agent no later than **seven (7) calendar days** before the Request for Proposals due date to be considered. Any changes to the Request for Proposals will be provided to all Proposers of record.

The Proposer shall not divulge, discuss or compare this proposal with the proposal of any other Proposers and shall not collude with any other Proposer or parties to a proposal whatever. (Note: no premiums, rebates or gratuities permitted either with, prior to, or after any delivery of services is allowed. Any such violation will result in the rejection of the offender's proposal or termination of the offender's contract, as applicable, and removal from the Proposal List).

The vendor may be required to supply proof of compliance with proposal specifications. All costs for such proof or certificates of compliance shall be the responsibility of the vendor.

Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted. Each shipment shall be identified by Purchase Order and/or RFP number, commodity description and packing list. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification

SUBMISSION OF PROPOSALS:

Proposals must be submitted as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the Proposer to the Purchasing Agent. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:

If more than one proposal is offered by any one party, or by any person or persons representing a party, all such proposals shall be rejected. A party who has quoted prices to a Proposer is not thereby disqualified from quoting prices to other Proposers or from submitting a direct proposal in its own behalf.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS:

All proposals and fee proposals received shall be considered confidential and not available for public review until after a vendor has been selected. All proposals shall be subject to negotiations prior to the award of a contract.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE PROPOSALS:

When identical Proposals are received, with respect to cost, service delivery, quality of service and an institution's financial adequacy award may be made by a toss of coin, with the following exception: When a tie proposal exists between a local (a business establishment within City limits) Proposer and an out-of-town Proposer, preference will be given to the local Proposer. Any Proposer having a local agent who is a bona fide resident of the City is considered a local Proposer. If a tie proposal exists between two local Proposers, or two out-of-town Proposers, the decision may be made by a toss of coin.

LIMITATIONS:

This Request for Proposal (RFP) does not commit the City 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 City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the City to do so.

PROPOSAL EVALUATION:

In an attempt to determine if a proposer is responsible, the City, at its discretion, may obtain technical support from outside sources. Each proposer will agree to fully cooperate with the personnel of such organizations.

AWARD OF CONTRACT:

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. It is the policy of the City that contracts are awarded only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and,
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible Proposer based on the qualifications, experience and work plan of the Proposer, the Proposer's ability to provide ongoing technical support, the Proposer's timeframe for providing the requested service and the Proposer's fee/price proposal. **See the proposal evaluation sheet for more detail concerning how each proposal shall be evaluated.** The Proposer selected will be the most qualified and not necessarily the Proposer with the lowest price.

The City of Concord reserves the right to waive any formality, informality, information and/or errors in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the City; or to purchase on the open market if it is considered in the best interest of the City to do so. In case of error in the extension

of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

MODIFICATIONS AFTER AWARD:

The City reserves the right to incorporate minor modifications, which may be required by it. The Vendor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request of it can prove that the timing or extent of the modifications implies a major effort on its part.

CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the Proposer at any time before a contract has been fully executed by all parties and is approved by the City.

CONTRACT:

Any Contract between the City and the Vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the Vendor's proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the Vendor's proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that this proposal shall be subject to acceptance without further clarification.

EXECUTION OF AGREEMENT:

The successful Proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the City, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the successful Proposer, the owner shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a Notice to Proceed and a City purchase order, to the Contractor shall constitute the City's approval to be bound by the successful Proposer's proposal and the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful Proposer to execute the agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the City, the State of New Hampshire or the Federal Government.

INSURANCE:

The successful proposer shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents, acceptable to the City, at the proposer's sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or proposer's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the City.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the proposer's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to the City, or expressly waive by the City, the proposer shall, or shall cause any carrier engaged by the proposer, to insure all shipments of goods for full value.

If the agreement with the proposer involves the performance of work by the proposer's employees at property owned or leased by the City, the proposer shall furnish such additional insurance as the City may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the proposer be deemed to be the employees of, or under the direction or control of the City for any purpose whatsoever.

WORKER'S COMPENSATION:

All proposers and subcontractors at every tier under the proposer will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any agreement shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

TERMINATION OF CONTACT FOR CAUSE:

If, through any cause, the Vendor shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the Vendor shall violate any of the covenants, agreements or stipulations of any Contract, the city shall thereupon have the right to terminate any Contract by giving written notice to the Vendor of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the Vendor under this Contract shall become the City's property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of any contract, and the City may withhold any payments until such time as the exact amount of damages due the City is determined.

TERMINATION FOR THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the City's property. If any Contract is terminated by the City as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

ASSIGNMENT PROVISION:

The contractor/vendor hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Concord.

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Concord and the successful vendor shall belong exclusively to the City.

INVOICING:

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage a summary statement in the following format will be provided with each invoice:

Original Contract Amount:	\$\$\$\$\$\$\$\$
Plus/minus Change Orders:	\$\$\$\$\$\$\$\$
Total Adjusted Contract Amount:	\$\$\$\$\$\$\$\$
Work Completed to Date:	\$\$\$\$\$\$\$\$
Less Previous Invoices:	\$\$\$\$\$\$\$\$
Less Retainage (if any):	\$\$\$\$\$\$\$\$
Equals: Balance due this Invoice:	<u>\$\$\$\$\$\$\$\$</u>
Balance Remaining on Contract:	\$\$\$\$\$\$\$\$

ALL INVOICES MUST REFERENCE A VALID CITY OF CONCORD PURCHASE ORDER NUMBER

PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City and receipt of invoice, whichever is later.

ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.

TAX:

The City is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please bill less these taxes.

FUNDING OUT:

The City of Concord’s obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

ASSIGNMENT OR SUB-CONTRACTING:

None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.

EXCLUSIVITY:

This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.

COSTS:

Unless otherwise specified all costs listed are firm for the term of the contract and shall include all labor, material, transportation and discounts. No fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the vendor to make available at the vendor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and/or work performed under contract for the purposes of audit by the City of Concord.

INSPECTION & EVALUATION:

The City of Concord reserves the right to inspect the vendor's facilities during operating hours to determine that the level of inventory is adequate for the City's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

FUGITIVE DUST AND NOISE ORDINANCES:

All work shall be conducted in conformance with Title I, General Code

1. Chapter 11, Public Nuisances, Article 11-3 Fugitive Dust: and
2. Chapter 13, Public Health, Article 13-6 Noise

The City's Code of Ordinances can be viewed on-line at www.concordnh.gov.

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposals and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Request for Proposals and Contract shall forthwith be physically amended to make such insertion or correction.

ENERGY STAR® COMPLIANCE

The vendor shall provide products that earn the Energy Star® and meet the Energy Star® specifications for energy efficiency. The vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

DISADVANTAGED BUSINESS ENTERPRISES

The City hereby notifies all Vendors that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

NON-DISCRIMINATION

Contracts for work resulting from this Request for Proposals shall obligate the Vendor/Contractor and the Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s)/Contractor(s).

RSA 277:5-a

Effective 7/1/08 any person/vendor signing a contract to work on a construction, reconstruction, alteration, remodeling, installation, demolition, maintenance, or repair of any public work or building for the City of Concord with a total project cost of \$100,000 or more must be in compliance with RSA 277:5-a.

ELECTION DAY CONSTRUCTION POLICY

All City contracts that entail any element of construction in the public right of way shall prohibit work during the hours in which Concord is holding a primary, general or special election as determined by the Concord City Clerk. A copy of the complete Election Day Construction Policy can be viewed on-line at www.concordnh.gov/Purchasing.

DEFINITIONS:

Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services.

Proposers shall also mean vendors, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

FAILURE TO ACKNOWLEDGE THIS PROPOSAL MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

PROPOSAL SUBMISSION CHECKLIST

The following is a list of items, which must be submitted, in **one (1) original and three (3) identical copies** as proposal documents, by each CONSULTANT:

1. Proposal Statement (See Instructions to Proposers, Proposal Preparation, Pages 13-15)
2. Specifications Exception Form
3. Alternate Form W-9
4. City of Concord Indemnification Agreement
5. Separate Sealed Envelope with Unit Services and Hourly Fee Schedule (See Instructions to Proposers, Compensation, Pages 15 & 16)

The successful CONSULTANT must submit, prior to contract signing, his/her firm's insurance certificate (naming the City of Concord as an Additional Insured) that meets the minimum required types and levels of coverage

**CITY OF CONCORD, NEW HAMPSHIRE
SPECIFICATIONS EXCEPTION FORM**

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Concord to ferret out information concerning the materials with which you intend to furnish.

If your bid/quotation does not meet all of our specifications you **must** so state in the space provided below:

Bids on equipment, vehicles, supplies, service, and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your bid does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your bid bond, if submitted.

Signed: _____

I DO meet specifications

Signed: _____

I DO NOT meet specifications as listed in this bid; exceptions are in the space provided.

Failure to submit this form with your proposal response may result in your proposal being rejected as unresponsive.

alternate Form
W-9 (rev 01/08)

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company – Enter the tax classification (D =Disregard entity, C = Corporation, P = Partnership <input type="checkbox"/> <input type="checkbox"/> Other	Exempt from backup withholding <input type="checkbox"/>
Address (number, street, and apt. or suite no.)	Requester's name and address (optional) City of Concord 41 Green Street Concord NH 03301
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number –	Employer identification number –
---------------------------------	---

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Sign Here	Signature of U.S. Person	Date:
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Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED**

**CITY OF CONCORD, NEW HAMPSHIRE
RFP 04-12 ENGINEERING SERVICES FOR ENVIRONMENTAL CLEANUP OF
THE FORMER ALLIED LEATHER TANNERY COMPLEX**

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY APROVISION OF ANY CONTRACT**

The successful consultant agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents, and employees from any and all claims and losses accruing or resulting to any and all consultants, contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation which may be injured or damaged by the consultant in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY _____

TAXPAYER IDENTIFICATION NUMBER _____

AUTHORIZED SIGNATURE _____

ADDRESS _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

Failure to submit this form with your proposal response may result in your proposal being rejected as unresponsive.

City of Concord, New Hampshire
RFP 04-12 ENGINEERING SERVICES FOR ENVIRONMENTAL CLEANUP OF
THE FORMER ALLIED LEATHER TANNERY COMPLEX

Insurance Requirements for All Consultants

Additional Coverage is Required if Checked **Minimum Limits Required**

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000

- Occurrence
- Claims Made

Additional Coverage to Include

- Owners & Contractors' Protective – Limit NA
- Underground/Explosion and Collapse

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
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- Any Auto, Symbol 1
- Include Employees as Insured

Additional Coverage to include:

- Garage Liability NA
- Garage Keepers Legal Liability NA

Workers Compensation

NH Statutory including Employers Liability	
- Each Accident/Disease-Policy Limit/Disease-Each Employee	\$100,000/\$500,000/\$100,000

Commercial Umbrella

May be substituted for higher limits required above	NA
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- Follow Form Umbrella on ALL requested Coverage

Other

- 1. Professional/Errors & Omissions \$1,000,000

(X) **The City of Concord must be named as Additional Insured**

NOTICE OF AWARD

Date: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP 04-12

PROJECT: ENGINEERING SERVICES FOR ENVIRONMENTAL CLEANUP OF THE FORMER ALLIED LEATHER TANNERY COMPLEX

CITY CONTRACT NO.: RFP 04-12

CONTRACT FOR: ENGINEERING SERVICES FOR ENVIRONMENTAL CLEANUP OF THE FORMER ALLIED LEATHER TANNERY COMPLEX

You are notified that your Proposal received on September 9, 2011 for the above Contract has been considered and accepted for you to provide construction materials sampling & testing, site inspection & observation services for the **CITY**. All terms, conditions, specifications and prices shall be in accordance with the **CITY'S** Request for Proposals (RFP 04-12) and the **CONSULTANT'S** proposal opened on September 9, 2011

The **CITY** shall pay to the **CONSULTANT**, the following fees: **SEE ATTACHED**

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, which is by _____.

By this date, you must deliver to the **CITY**:

1. One fully executed counterpart of the Agreement; and
2. Your insurance certificate(s), naming the **CITY** as an additional insured, meeting the minimum required types and levels of coverage.

Failure to comply with these conditions within the time specified will entitle the **CITY** to consider your proposal abandoned and to annul this Notice of Award.

Within ten (10) calendar days after you comply with these conditions, the **CITY** will return to you one fully signed counterpart of the Agreement and issue a Notice to Proceed and a purchase order.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER _____
(TITLE)

Copy to CITY ADMINISTRATION ASSISTANT FOR SPECIAL PROJECTS

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ by _____ and between The City of Concord, New Hampshire, hereinafter called the “**CITY**” and _____, doing business as (an individual) or (a partnership) or (a corporation) or (a limited liability company), hereinafter called the “**CONSULTANT**”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONSULTANT** will commence and provide the construction materials sampling & testing, site inspection & observation services for the **CITY**. All terms, conditions, specifications and prices shall be in accordance with the **CITY’S** Request for Proposals, RFP04-12 and the **CONSULTANT’S** proposal response opened on September 9, 2011.
2. The **CONSULTANT** will furnish all of the material, supplies, tools, equipment, labor and other services necessary to provide the consulting services detailed by RFP04-12.
3. The **CONSULTANT** will commence the work required by the **CONTRACT DOCUMENTS** within _____ calendar days of the date of the **NOTICE TO PROCEED**. Completion time for the project shall be in accordance with the schedule included in Section 8 “Schedule” as set forth within RFP 04-12.
4. The **CONSULTANT** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the fixed fees for services provided with the cost proposal submitted by the **CONSULTANT**. The contract fees shall be: **SEE ATTACHED**
5. The term “**CONTRACT DOCUMENTS**” means and includes the following:
 - (A) REQUEST FOR PROPOSALS RFP04-12
 - (B) RFP04-12 PROPOSAL RESPONSE DATED _____
 - (C) CITY OF CONCORD REQUIRED CONTRACT FORMS
 1. SPECIFICATIONS EXCEPTION FORM
 2. ALTERNATE FORM W-9
 3. INDEMNIFICATION AGREEMENT
 4. INSURANCE CERTIFICATE
 - (D) LETTER OF AWARD DATED _____
 - (E) NOTICE OF AWARD DATED _____

- (F) AGREEMENT
- (G) NOTICE TO PROCEED
- (H) PURCHASE ORDER
- (I) ADDENDA NO. _____

DATED _____

The contract between the **CITY** and the **CONSULTANT** shall consist of (1) the Request for Proposals (RFP) documents and any amendments there to and (2) the **CONSULTANT'S** proposal. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP documents shall govern. However, the **CITY** reserves the right to clarify any contractual relationship in writing with the concurrence of the **CONSULTANT** and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP documents and the **CONSULTANT'S** proposal. In all other matters, not affected by written clarification, if any, the RFP documents shall govern.

- 6. The **CITY** will pay the **CONSULTANT** in the manner and at such times as set forth in the General Terms and Conditions such amounts as required by the **CONTRACT DOCUMENTS**.
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS HEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

CITY:

CITY OF CONCORD, NEW HAMPSHIRE

BY _____

Name/Title: Douglas B. Ross, Purchasing Manager

(SEAL)

ATTEST:

Name _____

Title _____

CONSULTANT:

By _____

Name _____

(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____

(Please Type)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP 04-12

PROJECT: ENGINEERING SERVICES FOR ENVIRONMENTAL CLEANUP OF THE FORMER ALLIED LEATHER TANNERY COMPLEX

CITY CONTRACT NO.: RFP 04-12

CONTRACT FOR: ENGINEERING SERVICES FOR ENVIRONMENTAL CLEANUP OF THE FORMER ALLIED LEATHER TANNERY COMPLEX

(Name of Consultant)

You are notified that the Contract Time under the above contract will commence to run within _____ calendar days of the date of this Notice to Proceed. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of completion for this contract shall be in accordance with the schedule included in Section 8 "Schedule" as set forth within RFP 04-12.

Before you may start any Work the General Terms and Conditions provides that you must deliver to the CITY:

Certificates of insurance, naming the CITY as additional insured, which you are required to purchase and maintain in accordance with the Contract Documents; and

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER
(TITLE)

Copy to CITY ADMINSTRATION SPECIAL PROJECTS

City of Concord, New Hampshire

PURCHASING DIVISION
COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET

CONCORD, NH 03301

(603) 230-3664 FAX: (603) 230-3656

www.concordnh.gov/Purchasing



Reference: RFP04-12

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

* * * * No Proposal Questionnaire * * * *

A no proposal is submitted in reply to the City of Concord Request for Proposals (RFP04-12) dated August 29, 2011, for the following reasons:

- _____ Item/Service not supplied by our company.
- _____ Proposal specification (give reason(s), e.g., too restricted, not clear, etc.).
- _____ Profit margin on municipal proposals too low.
- _____ Past experience with City of Concord (give specifics, e.g., payment delay, proposal process, administrative problems, etc.). _____
- _____ Insufficient time allowed to prepare and respond to proposal request.
- _____ Proposal requirement too large _____ or too small _____ for our company.
- _____ Priority of other business opportunities limit time/other resources available to deliver or perform according to proposal specifications.
- _____ Other reason(s), please specify: _____
- _____
- _____

.....
Company Name and Address: _____

Phone: () _____

(Signature)

(Typed/Printed Name & Title)

PROPOSAL EVALUATION FORM-ATTACHMENT A

FIRM: _____ DATE: _____

RFP04-12, ENGINEERING SERVICES FOR ENVIRONMENTAL CLEANUP OF THE
FORMER ALLIED LEATHER TANNERY COMPLEX

PROJECT: _____

CITY ADMINISTRATION, GRANTS AND SPECIAL PROJECTS

DEPARTMENT/DIVISION: _____

RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Proposal:</u>			
Meets Stated Requirements-Required Documents Submitted	5		
<u>Firm/Organization:</u>			
Relevant Experience & Qualifications	15		
Record of Satisfactory Performance	15		
Local Knowledge	15		
Project Manager and Back-up Capability	15		
		Total:	

Rating Scale: Rate Each Category on a Score of 0-10 - Unacceptable 0, Average 5, Excellent 10

Score: Multiply the Weight by the Rating to determine the Score for each Category. Add the Scores for all Categories determine the Total Score. The vendor with the highest Total Score is awarded the contract.