

RFP05-12

CITY OF CONCORD, NEW HAMPSHIRE

PURCHASING DIVISION

TRANSPORTATION PLANNING AND ENGINEERING SERVICES

**US ROUTE 3 CORRIDOR (NORTH) IMPROVEMENT PROGRAM
PHASE 4B
CONCORD, NEW HAMPSHIRE**

Prepared for and in coordination with the

**COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING SERVICES DIVISION**

Contract Documents
Proposal Documents
Specifications

Firm: _____

**PROPOSAL DUE DATE/TIME: SEPTEMBER 8, 2011 NOT LATER THAN 2:00 PM
MANDATORY PRE-PROPOSAL MEETING: AUGUST 23, 2011 AT 10:00 AM**

REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a professional design firm or collaborative design team, lawfully engaged in the practice of transportation planning and engineering services in the State of New Hampshire.

Proposals must be received **no later than 2:00 PM on September 8, 2011** from selected firms, to be eligible for consideration by the City. Each proposal shall be submitted in a sealed envelope which is clearly marked:

RFP 05-12

Proposals for Transportation Planning and Engineering Services

US Route 3 Corridor (North) Improvement Program - Phase 4b Concord, New Hampshire

A mandatory pre-proposal meeting will be held on August 23, 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 submit 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.

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

Copies of RFP 05-12 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.concordnh.gov/purchasing.

Proposals which do not incorporate our requested format for Transportation Planning and Engineering Services, US Route 3 Corridor (North) Improvement Program-Phase 4b, Concord, NH may not be considered.

The City reserves the right to reject any or all proposals or any part thereof, to waive any formalities, informalities, 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 called for may be sufficient for disqualification.

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.constructionsummry.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, NH



Douglas B. Ross, Purchasing Manager

Date: 8/11/11

**PROPOSAL DUE DATE/TIME: SEPTEMBER 8, 2011 NOT LATER THAN 2:00 PM
MANDATORY PRE-PROPOSAL MEETING: AUGUST 23, 2011 AT 10:00 AM**

INSTRUCTIONS TO PROPOSERS

TRANSPORTATION PLANNING AND ENGINEERING SERVICES

US ROUTE 3 CORRIDOR (NORTH) IMPROVEMENT PROGRAM - PHASE 4B CONCORD, NEW HAMPSHIRE

1. **GENERAL:**

The City of Concord, New Hampshire (hereafter referred to as the CITY), is seeking the services of a professional design firm or collaborative design team (hereafter referred to as the ENGINEER) lawfully engaged in the practice of transportation planning and engineering services in the State of New Hampshire. Interested firms should respond to this request on or before the time due for submission.

Following the receipt of the request for proposals, a review committee shall evaluate the proposals and select a firm. If the City opts to interview firms following review of the proposals, no more than three (3) firms will be selected to interview. A detailed proposal in compliance with the designated format is required. One (1) firm or team will be selected to provide the design services requested herein.

Trade secrets or proprietary information submitted by a bidder, offeror, or ENGINEER 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 ENGINEER 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(s) is/are made should be stated by the bidder, offeror or ENGINEER.

Emphasis in selecting a consulting firm shall be placed on the firm's experience in projects similar to those which the CITY anticipates undertaking.

2. **PROPOSAL SUBMISSION:**

In order to be considered responsive, proposals must be submitted in six (6) copies to Mr. Douglas B. Ross, Purchasing Manager, Finance Deptment, Combined Operations and Maintenance Facility (COMF), 311 North State Street, Concord, New Hampshire, 03301, Telephone (603) 225-8530.

Proposals must be received **no later than 2:00 PM on September 8, 2011** to be eligible for consideration by the City. Each proposal shall be submitted in a sealed envelope which is clearly marked:

**RFP 05-12
Proposals for
Transportation Planning and Engineering Services**

**US Route 3 Corridor (North) Improvement Program - Phase 4b
Concord, New Hampshire**

A mandatory pre-proposal meeting will be held on August 23, 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 submit a proposal.

3. GUIDELINES FOR PROSPECTIVE ENGINEERS:

It is the policy of the CITY that contracts be awarded only to responsible offerors. In order to qualify as responsible, the prospective ENGINEER 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. TIMETABLE:

Proposals will be reviewed by September 15, 2011. If the City elects to interview firms, interviews have been tentatively scheduled on during the week of September 26, 2011. It is anticipated that a recommendation to award will be made by September 30, 2011.

5. 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 RFP'S 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.

6. REVISIONS TO THE REQUEST FOR PROPOSALS:

Any questions or inquiries must be submitted in writing and must be received by the Purchasing Manager no later than seven (7) calendar days before the RFP submittal date in order to be considered. Any changes to the RFP will be provided to all offerors of record via addenda.

7. TECHNICAL EVALUATION:

During the evaluation of 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.

8. PROPOSAL PREPARATION:

In order to facilitate evaluation of the proposals, the ENGINEER 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.

A. Engineer's Experience

The ENGINEER shall provide a list of previous and current contracts, if any, awarded by a Government agency to the ENGINEER which are considered identical or similar to the scope of services requested herein. The ENGINEER must submit a list described above which shall include the following:

1. contract duration, including dates;
2. services performed;
3. name, address, and telephone number of contracting agency which may be contacted for verification of all information submitted.

B. Ability to Perform

Previous work on similar projects - the ENGINEER will demonstrate understanding and familiarity with projects of this type or existing similar contracts developed. Firms shall list all engineering design services projects of comparable type which they have prepared or supervised within the last five (5) years. Firms shall list current workload.

C. Staff Project Manager - Contact Person

The ENGINEER will identify the staff project manager and individuals who will be assigned to work with the city, along with individual qualifications. If applicable, the ENGINEER may identify separate project managers for the transportation planning and the engineering design functions of the project. The ENGINEER shall also include the expected time commitment of the project manager(s) proposed for this project.

D. Technical Approach

The ENGINEER shall submit a scope of services and the expected tasks or steps taken to accomplish the work. This shall include proposed project schedules highlighting major tasks and target completion dates. The scope of services shall be broken down into level of effort per discipline and task. The fixed fee for service cost matrix shall be submitted as part of the proposal document and be consistent with the major task elements provided.

E. Compensation

The ENGINEER shall submit a detailed unit services and hourly fee schedule for the services to be provided.

F. Signature

The proposal shall be signed by an official authorized to bind the offeror and shall contain a statement to the effect that the proposal is a firm offer for a sixty (60) day period. The proposal shall also contain the name, title, address, and telephone number of the individual(s) with authority who may be contacted during the period of proposal evaluation.

9. PROGRAM BACKGROUND:

At its June 25, 2007 Budget Approval Meeting, the City Council adopted a phased, multi-year capital project to improve the US Route 3 (North) Corridor (North State Street/Fisherville Road/Village Street) from Penacook Street to the Boscawen Town Line. Design and construction on the corridor improvement project began in 2008 (Phase 1 –

Borough Road to Bog Road) and has progressed through 2009 (Phase 2 – Bog Road to Lake Street), 2010 (Phase 3 - Lake Street to Palm Street), and 2011 (Phase 4a – Palm Street to Call Street). The FY2012 work program includes the design and construction of improvements along North State Street from Call Street to Penacook Street (Phase 4b) for which this solicitation is seeking.

As outlined in Concord’s FY2012-2021 Capital Improvements Program, the FY2012 work program includes the design and construction of improvements in the Phase 4b work area - North State Street from Call Street to Penacook Street. The City of Concord wishes to engage the services of a professional engineering firm to complete the design of the Phase 4b improvements including the removal of the concrete roadway slab, roadway select base and pavement reconstruction, sidewalk and streetscape improvements and related drainage, and signage improvements. US Route 3 (North) – North State Street is part of the state and federal primary highway system that serves as a two-lane urban arterial roadway through the City of Concord. North State Street serves a variety of land uses including existing and developing commercial areas, light industrial, institutional, and residential. An extensive transportation corridor study was completed in 2006 and outlined existing traffic uses and future traffic needs. As noted above, Phases 1 through 4a have been completed or are underway and the City now intends to complete Phase 4b. Phase 4b extends some 3,800 feet in length and includes major intersections with Rumford Street and Penacook Street and minor intersections with Curtice Avenue, Granite Avenue, Waverly Street, and Foster Street. As North State Street departs the Penacook Street intersection northerly, a lane drop taper needs to be redesigned for improvement.

10. SERVICES REQUESTED:

The CITY requests the services of an experienced transportation planning and engineering design firm or collaborative design team for the design of the Phase 4b improvements of the US Route 3 - North State Street corridor.

The selected firm must have final design plans, specifications and construction documents completed and acceptable to the City within one hundred fifty (150) days of the date a contract is signed.

1. Preliminary Design

A. Proposed Highway Design

Using field survey completed by the CITY and provided to the selected ENGINEER, develop 1" = 20' highway alignment, planimetric, and topographic mapping highway corridor roll plans, 1"=20' horizontal, 1"=4' vertical profiles for all streets and major driveways, and 1"=10' cross sections at driveways, walkways, retaining walls, critical slope areas, and other critical control points.

The ENGINEER shall develop highway alignment based on the CITY’s preliminary

design and include surveyed planimetric details of all visible features for a corridor width of about 200 feet along the alignment of the proposed roadway. Vertical control shall be 1' contour interval for the roadway. Mapping shall be on the State Plane Coordinate System and USGS Datum. Benchmark reference points have been established in the field and should be incorporated as reference in the proposed highway design. This preliminary design shall be used to prepare the final contract drawings.

Existing and proposed conditions detail shall be prepared on a digital CAD system. Final project digital deliverables should be on AutoCAD, Release 2010 (CITY now has AutoCAD, Release 2012) format in the City of Concord layering system and shall include the following:

- Highway system components including alignment, profile and intersections;
- Water system components including alignment, valves, curb stops and hydrants;
- Sewer system components including alignment, manhole locations with rim and invert elevations, and service laterals;
- Drainage system components including alignment, catch basin and manhole locations with rim and invert elevations, culverts with pipe size and inverts, and ditches or swales with description of lining material;
- Sidewalks and pedestrian paths locations, widths, and materials with spot elevations;
- Retaining wall locations and materials with spot elevations;
- Utility pole locations;
- Underground telephone, electric, and gas utility horizontal locations;
- Landscaping including lawn areas;
- Signs and mailboxes;
- Visible boundary monumentation;
- Wetlands boundaries (if any), as delineated by a wetland specialist;
- Existing buildings, structures, etc. within the corridor;
- Existing private utilities including, but not limited to, above ground and underground facilities such as; electrical, telecommunications, steam, etc.;
- Existing streets, roads and driveways including curbing, traffic signal mast arms, controller cabinets, and street signs.

B. Drainage Analysis

The ENGINEER shall conduct a storm water runoff analysis of the drainage area to be served by the proposed roadways' closed drainage system including evaluation of existing systems and analysis of proposed system needs. Acceptable analysis methodology shall be SCS TR-20. It is noted that the CITY has completed video pipeline inspections and will provide evaluation information to the ENGINEER for use in the evaluation and analysis.

C. Traffic Planning Analysis

The ENGINEER shall review the findings of the comprehensive traffic corridor planning study and evaluate the conditions and capacity of the following intersections:

- North State Street/Rumford Street
- North State Street/Penacook Street

The intersection of North State Street and Rumford Street was reviewed to restrict northbound access from Rumford Street to North State Street by constructing a raised median to cutoff that movement in the corridor study. The impacts of not allowing this connection or alternatively limiting the Rumford Street northbound movement to a right-turn southbound North State Street movement only shall be reviewed with recent traffic data obtained from an unrelated project currently being conducted.

With respect to the intersection at North State Street and Penacook Street, the ENGINEER shall coordinate with the CITY's consultant conducting the Langley Parkway – Phase 3 Transportation Corridor and Environmental Analysis Study.

Analysis will be for existing and future traffic volumes (20-year horizon). Analysis for weekday and weekend AM and PM peak hour traffic volumes should be included.

D. Meetings

Bi-monthly meetings with the Project Manager and other team members (as needed) will be held with City Staff. Minutes for all meetings shall be prepared by the consultant.

Plan on one (1) meeting with the City's consultant conducting the Langley Parkway – Phase 3 Transportation Corridor and Environmental Analysis Study.

One (1) public meeting outlining the Phase 4b corridor improvements; individual meetings may be required with abutting property owners.

Plan on three (3) meetings with state and local agencies/community groups as required in the review process.

E. Deliverables/Reports

The Preliminary Design Report shall be summarized in a brief report to be reviewed by City staff. The report shall contain all technical data and roll plans to support the recommendation on final design parameters, highway layout and alignment, storm water conveyance/mitigation design, associated preliminary cost estimates, color graphic etc.

2. Final Design

A. Highway Design

The Engineer shall prepare a comprehensive final plan set at horizontal scale of 1" = 20' and vertical scale of 1" = 4' for the construction of the proposed roadway with cross sections at a scale of 1"=10'. The existing North State Street right-of-way is 60 feet. The proposed lane arrangement is a 34' wide paved urban arterial (12' travel lanes with 5' shoulders and 8' parking lanes). All design elements shall be in accordance with the City of Concord Standards, including the following:

- 50' stationing;
- Delta, radius, length of curvature and tangent lengths;
- Bench mark locations and elevations. Datum shall be USGS;
- ROW/boundary locations;
- Location of horizontal survey controls;
- Monumentation based on State Plane Coordinate System of NH;
- Clearing limits;
- Control information for the PVC, PVI, and PVT;
- Existing and proposed grade lines;
- Underground utilities;
- Traffic signal systems;
- Cross sections at 50' roadway intervals, at all drainage structures (catch basins and manholes) and drives, walkways or other points of interest or as directed by the City Engineer showing crown slope with dimensions and types of materials for construction;
- Construction details in accordance with City Standards;
- Sidewalks.

As part of the roadway design, the ENGINEER shall coordinate with private utilities for placement of poles, interfaces, etc. Utilities to be coordinated shall include:

- National Grid Natural Gas;
- Unitil (Concord Electric) Company;
- Fairpoint Communications;
- Comcast Communications;
- Concord Fire Department - Fire Alarm.

B. Storm Drain Design

The ENGINEER shall design all closed and open storm drainage systems as required in the Storm Drainage Analysis. Design shall be in conformance with the City of Concord Construction Standards. Components of the storm drain design shall be identified in plan view, and cross sections. The design shall include pipe type and diameter, stationing,

slope (profile), utility crossings, notes and details for construction per City of Concord standards.

C. Municipal Water Services Design

The CITY has replaced all domestic residential water service shutoff valves (curb stops) and connections within the right-of-way on preceding phases of the project and intends to do so in Phase 4b. Locations and details will be provided to the ENGINEER for incorporation into the plans.

D. Landscaping

The ENGINEER will be required to submit a landscape plan which reflects the character and multiple land use of the area. This plan shall be submitted as part of the project. All plantings and design elements shall be approved by the City of Concord.

E. Easements

The ENGINEER will be responsible for identifying the location where easements may be required. Types of these easements include, but are not limited to, right-of-way, construction, utilities, etc. The ENGINEER shall prepare written and graphic descriptions of said easements to the CITY and affected property owners and/or their representatives. Right-of-Way Plan (if required) shall be prepared in coordination with the CITY's survey contractor for the required areas showing all easements and right-of-way associated with that aspect of the project. All final written and graphic descriptions of said easements and right-of-way shall be of the quality to file with the Merrimack County Registry of Deeds.

F. Specifications

Prepare all technical and construction specifications for bidding purposes associated with this project. This will include, yet not be limited to roadway, signals, utilities, stormwater management, wetland mitigation, landscaping, etc. The ENGINEER shall prepare construction specifications and bid documents for the purpose of soliciting public bids on the project. Technical specifications shall be modeled on the CSI format.

G. Agency Coordination

It is assumed that the ENGINEER shall prepare and submit permit applications, packages, and/or approvals for necessary permits, sign-offs, letters of acceptability, etc. for the following:

- Concord General Services Department;
- Concord Conservation Commission;
- Concord Community Development Department;
- Concord City Council

- NH Department of Transportation;
- NH Department of Environmental Services;
- NH Department of Resources and Economic Development;
- State Historic Preservation Office;
- US Environmental Protection Agency;
- US Federal Highway Administration;

This estimate of required permits is for comparison of proposal purposes only, and may be subject to change subsequent to the selection of the consultant. As part of all phases of this project, the ENGINEER shall be required to meet and correspond with these agencies as necessary.

H. Submittals

Prior to making the final design submission to the City Engineer, the ENGINEER shall be required to make submittals to the City for review at 50% and 90% completion. Each submission shall include an Engineers' estimate based on a unit price format. The deliverables shall be as follows:

- 50% completion - 2 sets of full-scale and 2 sets of half-scale 50% plans and an updated construction cost estimate;
- 90% completion - 2 sets of full-scale and 2 sets of half-scale 90% plans, 2 sets of 90% specifications and the 90% cost estimate.

The ENGINEER will be required to coordinate the plan review process with all utilities, local, state and federal agencies involved.

I. Meetings

Bi-monthly meetings with the Project Manager and other team members (as needed) will be held with City Staff. Minutes for all meetings shall be prepared by the consultant.

Plan on one (1) meeting with the City's consultant conducting the Langley Parkway – Phase 3 Transportation Corridor and Environmental Analysis Study.

One (1) public meeting outlining the Phase 4b corridor improvements, individual meetings may be required with abutting property owners.

Plan on three (3) meetings with state and local agencies/community groups as required in the review process.

One (1) public presentation meeting with City Council and Planning Board.

Meetings required with all federal, state and local agencies as required.

J. Presentation Documents

All presentation materials shall be at a scale acceptable for public presentations and shall consist of the following:

- Photo manipulative cross section of the design corridor taken at three key locations along the corridor. Include similar graphics as described in the conceptual phase;
- Plan view of the arterial roadway design and affects to abutters;
- Overall traffic improvement plan associated with construction of the corridor and intersection improvements.

3. Project Advertising and Bidding

The ENGINEER shall submit the Advertisement For Bids consistent with the CITY's documentation format to the Purchasing Director for review.

The ENGINEER shall print as many sets of approved plans and specifications for bidding purposes as are needed. Initially, twenty (20) sets will be provided to the City for their use.

The ENGINEER shall prepare additional information to bidders as required during the bidding period, which addresses bidders, questions for the purpose of issuing addenda to the bid documents. Copies of all such correspondence shall be provided to the City Engineer and Purchasing Director and the CITY will be responsible for its distribution.

The ENGINEER shall provide representation at the pre-bid conference and bid opening.

The ENGINEER shall secure and tabulate the bids, review and bid results, review qualifications, and make recommendations for award.

The ENGINEER shall prepare formal contract documents for execution by the successful low bidder and the City.

4. Construction Phase

As has been done in the previous phases of this project, CITY staff will provide full-time inspection of all construction related to this project. The ENGINEER should include the services outlined below and be available in a supportive role as required.

The ENGINEER shall prepare for, and attend the preconstruction conference.

The ENGINEER shall be available to meet with the City (and other federal, state and local officials as appropriate) throughout the construction phase of the project to discuss construction issues, progress, and to coordinate the work as needed. The CITY estimates that 50 hours should be included in the contract fixed fee for construction coordination services.

The ENGINEER shall assist the CITY in preparing and processing any change orders that may be required during the project.

The ENGINEER shall prepare supplementary drawings/sketches as required to clarify/resolve field construction problems that may occur.

11. CONTRACT FIXED FEE AMOUNT

The ENGINEER shall submit a level of effort, detailed in hours allocated for each discipline per task and costs including hourly rates per discipline and task and overhead multiplier in accordance with the attached outline. The fixed fee total shall be shown by summarizing the Preliminary Design, Final Design, Bidding and Construction Phases. The level of effort per discipline and task must be included in the proposal.

12. INSURANCE

See Insurance Requirements for All Engineers.

13. CONTRACT AWARD

See General Terms and Conditions

14. MODIFICATIONS AFTER AWARD

See General Terms and Conditions

15. PAYMENT SCHEDULE

Invoices are due in duplicate and payable within thirty (30) days. Invoices are to be for the actual dollar value of the services provided. Final payment will not be made until the Final Report and related documents are received and accepted by the City of Concord.

16. OWNERSHIP OF REPORTS

See General Terms and Conditions

17. DISAGREEMENTS AND DISPUTES

See General Terms and Conditions

18. TERMINATION OF CONTRACT FOR CAUSE

See General Terms and Conditions

19. TERMINATION FOR THE CONVENIENCE OF THE CITY

See General Terms and Conditions

20. CONTRACT

See General Terms and Conditions

GENERAL TERMS AND CONDITIONS

PREPARATION OF PROPOSALS:

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

ENGINEERS 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, ENGINEE'S 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 ENGINEER 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 ENGINEE'S of record.

The ENGINEER shall not divulge, discuss or compare this proposal with the proposal of any other ENGINEE'S and shall not collude with any other ENGINEER 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 ENGINEER to the Purchasing Agent. Negligence on the part of the ENGINEER 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 ENGINEER is not thereby disqualified from quoting prices to other ENGINEE'S 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) ENGINEER and an out-of-town ENGINEER, preference will be given to the local ENGINEER. Any ENGINEER having a local agent who is a bona fide resident of the City is considered a local ENGINEER. If a tie proposal exists between two local ENGINEE'S, or two out-of-town ENGINEE'S, 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 ENGINEER'S. 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 ENGINEER based on the qualifications, experience and work plan of the ENGINEER, the ENGINEER'S ability to provide ongoing technical support, the ENGINEER'S timeframe for providing the requested service and the ENGINEER'S fee/price proposal. **See the proposal evaluation sheet for more detail concerning how each proposal shall be evaluated.** The ENGINEER selected will be the most qualified and not necessarily the ENGINEER 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 ENGINEER will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request if 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 ENGINEER 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 ENGINEER shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the ENGINEER'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 ENGINEER, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the ENGINEER'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 ENGINEER 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 ENGINEER, 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 ENGINEER'S proposal and the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful ENGINEER to execute the agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful ENGINEER 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 waived 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 ENGINEER shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the ENGINEER 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 ENGINEER of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the ENGINEER under this Contract shall become the City's property and the ENGINEER shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the ENGINEER 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 ENGINEER 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 ENGINEER 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 made 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. **Inspection, testing and final determination of non-warranty work shall be performed at no cost to the City.**

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 ENGINEERS 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 ENGINEER 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 ENGINEER.

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.

ENGINEER'S 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.

PROPOSER'S SUBMISSION CHECKLIST

The following is a list of items, which must be submitted, in **one (1) original and six (6) identical copies** as proposal documents, by each ENGINEER:

1. Proposal Statement (See Instructions to Proposers, Proposal Preparation, Pages 6-7)
2. Specifications Exception Form
3. Alternate Form W-9
4. City of Concord Indemnification Agreement

The successful ENGINEER 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: Individual/ Sole proprietor Corporation Partnership
 Limited Liability Company – Enter the tax classification (D=Disregard entity, C= Corporation, P= Partnership
 Other

Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

City of Concord
41 Green Street
Concord NH 03301

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:

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 05-12, TRANSPORTATION PLANNING AND ENGINEERING SERVICES
US ROUTE 3 CORRIDOR (NORTH) IMPROVEMENT PROGRAM
PHASE 4B, CONCORD, NH**

**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 05-12, TRANSPORTATION PLANNING AND ENGINEERING SERVICES
US ROUTE 3 CORRIDOR (NORTH) IMPROVEMENT PROGRAM
PHASE 4B, CONCORD, NH
Insurance Requirements for All Engineers

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
<input type="checkbox"/> Occurrence	
<input type="checkbox"/> Claims Made	

Additional Coverage to Include

<input type="checkbox"/> Owners & Contractors' Protective – Limit	NA
<input type="checkbox"/> Underground/Explosion and Collapse	

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
<input type="checkbox"/> Any Auto, Symbol 1	
<input type="checkbox"/> Include Employees as Insured	

Additional Coverage to include:

<input type="checkbox"/> Garage Liability	NA
<input type="checkbox"/> 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
<input type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

Other

<input checked="" type="checkbox"/> 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 0512

PROJECT: TRANSPORTATION PLANNING AND ENGINEERING SERVICES, US ROUTE 3 CORRIDOR (NORTH) IMPROVEMENT PLAN, PHASE 4B, CONCORD, NH

CITY PROJECT NO. RFP 0512

PROJECT: TRANSPORTATION PLANNING AND ENGINEERING SERVICES, US ROUTE 3 CORRIDOR (NORTH) IMPROVEMENT PLAN, PHASE 4B, CONCORD, NH

You are notified that your Proposal received on September 15, 11 for the above Contract has been considered and accepted for you to provide transportation planning and engineering services for the US Route 3 Corridor (North) Improvement Plan, Phase 4b for the **CITY**. All terms, conditions, specifications and prices shall be in accordance with the **CITY'S** Request for Proposals (RFP 05-12 and all addenda) and the **ENGINEER'S** proposal opened on September 15, 2011

The **CITY** shall pay to the **ENGINEER**, 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 **ENGINEERING SERVICES**

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

“**ENGINEER**”.

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

1. The **ENGINEER** will commence and provide the transportation planning and engineering services for the US Route 3 corridor (North) Improvement Plan for the **CITY**. All terms, conditions, specifications and prices shall be in accordance with the **CITY’S** Request for Proposals, RFP05-12 and all addenda, and the **ENGINEER’S** proposal response opened on September 15, 2011.
2. The **ENGINEER** will furnish all of the material, supplies, tools, equipment, labor and other services necessary to provide the transportation planning and engineering services detailed by RFP05-12.
3. The **ENGINEER** 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 _____..
4. The **ENGINEER** 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 **ENGINEER**. The contract fees shall be: **SEE ATTACHED**
5. The term “**CONTRACT DOCUMENTS**” means and includes the following:
 - (A) REQUEST FOR PROPOSALS RFP05-12
 - (B) RFP05-12 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 **ENGINEER** shall consist of (1) the Request for Proposals (RFP) documents and any amendments there to and (2) the **ENGINEER'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 **ENGINEER** and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP documents and the **ENGINEER'S** proposal. In all other matters, not affected by written clarification, if any, the RFP documents shall govern.

- 6. The **CITY** will pay the **ENGINEER** 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 _____

ENGINEER:

By _____

Name _____

(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____

(Please Type)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP 0512

PROJECT: TRANSPORTATION PLANNING AND ENGINEERING SERVICES, US ROUTE 3 CORRIDOR (NORTH) IMPROVEMENT PLAN, PHASE 4B, CONCORD, NH

CITY PROJECT NO. RFP 0512

PROJECT: TRANSPORTATION PLANNING AND ENGINEERING SERVICES, US ROUTE 3 CORRIDOR (NORTH) IMPROVEMENT PLAN, PHASE 4B, CONCORD, NH

(Name of Engineer)

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 _____.

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 ENGINEERING SERVICES



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: RFP05-12

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 (RFP05-12) 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)

ATTACHMENT A

**TRANSPORTATION PLANNING AND ENGINEERING SERVICES
US ROUTE 3 CORRIDOR (NORTH) IMPROVEMENT PROGRAM - PHASE 4B**

PROPOSAL EVALUATION FORM

FIRM: _____ DATE: _____

PROJECT: US ROUTE 3 CORRIDOR (NORTH) IMPROVEMENT PROGRAM - PHASE 4B

DEPARTMENT/DIVISION: ENGINEERING SERVICES

RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Proposal:</u>			
Meets Stated Requirements-Submitted all Required Documents/Information	5		
Understanding of Project Purpose	10		
Proposal Fee	20		
<u>Firm/Organization/Project Team:</u>			
Relevant Experience & Qualifications	20		
Strength and Experience of Professional Staff and Project Management Team	20		
<u>Project Approach/Ingenuity:</u>			
Project Approach and Quality Assurance Procedure	20		
Ability to Perform	10		
Work Plan and Schedule	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 to determine the Total Score. The vendor with the highest Total Score is awarded the contract.