

RFP44-07



**CITY OF CONCORD, NEW HAMPSHIRE
PURCHASING DIVISION**

**REQUEST FOR
PROPOSALS**

CONSTRUCTION INSPECTION SERVICES

**PREPARED FOR AND IN COORDINATION WITH THE
COMMUNITY DEVELOPMENT
ENGINEERING SERVICES DIVISION**

**PROPOSAL DOCUMENTS
SPECIFICATIONS
CONTRACT DOCUMENTS**

**Douglas B. Ross, Purchasing Agent
Finance Department, Purchasing Division**

Proposal Due Date/Time: April 20, 2007 Not Later than 2:00 PM



City of Concord, New Hampshire

PURCHASING DIVISION

41 GREEN STREET

CONCORD, NH 03301

(603) 225-8530 FAX: (603)230-3656

www.onconcord.com/purchasing

REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a professional engineering consultant/firm lawfully engaged in the practice of construction inspection services in the State of New Hampshire.

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

Proposals must be received **not later than 2:00 PM on April 20, 2007** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted to the **Purchasing Division, City of Concord, City Hall, 41 Green Street, Concord, NH 03301** in a sealed envelope which is clearly marked,

"RFP44-07 CONSTRUCTION INSPECTION SERVICES"

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

Complete copies of RFP44-07 are available from the Purchasing Division, City of Concord, City Hall, 41 Green 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 consultant 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 on Page 21 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 in the Concord Monitor and periodically in other various publications, on Concord Cable Channel 17, and are posted publicly at (1) City of Concord, City Hall, 1st Floor, 41 Green Street, Concord, NH 03301 and (2) on the City of Concord web site at www.onconcord.com/purchasing.

CITY OF CONCORD, NEW HAMPSHIRE

Douglas B. Ross, Purchasing Agent

Date: _____

Proposal Due Date/Time: April 20, 2007 not later than 2:00 PM

**INSTRUCTIONS FOR PROPOSERS
REQUEST FOR PROPOSALS**

**CONSTRUCTION INSPECTION SERVICES
CITY OF CONCORD, NEW HAMPSHIRE**

1. GENERAL

The City of Concord, New Hampshire (hereafter referred to as the CITY), is seeking the services of a professional civil engineering firm (hereafter referred to as the CONSULTANT) lawfully engaged in the practice of civil engineering and construction inspection services in New Hampshire. The firm shall be licensed with the State of New Hampshire to perform professional engineering services. Interested firms should respond to this request on or before the time due for submission.

A detailed proposal in compliance with the designated format is required. **One (1) primary and one (1) secondary consultant firm will be selected to provide construction inspection services.**

Trade secrets or proprietary information submitted by a CONSULTANT in connection with a procurement transaction shall not be subject to public disclosure under the New Hampshire Freedom of Information Act. However, the 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(s) is /are made should be stated by the CONSULTANT.

Emphasis in selecting a consulting firm shall be placed on the firms 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 **one (1) original and three (3) identical copies** to Mr. Douglas Ross, Purchasing Agent, Finance Department, City Hall, 41 Green Street, Concord, New Hampshire, 03301 **not later than 2:00 PM on April 20, 2007.**

Each statement shall be submitted in a sealed envelope, which is clearly marked:

**RFP44-07
Construction Inspection Services**

3. GUIDELINES FOR PROSPECTIVE CONSULTANTS

It is the policy of the CITY that contracts are awarded only to responsive and responsible consultants. In order to qualify as responsive and responsible, a prospective CONSULTANT 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 of this proposal and provide all documentation required of this proposal.

4. TIMETABLE

Proposals will be reviewed upon receipt. It is anticipated that a contract will be signed with a primary and secondary consulting firm **by May 1, 2007**.

5. LIMITATIONS

This Request for Proposals (**RFP44-07**) 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 documents received as a result of this request, or to cancel in part or in its entirety this proposal, if it is in the best interest of the CITY to do so.

6. REVISIONS TO THE REQUEST FOR PROPOSAL

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 proposal submittal date in order to be considered. Any changes to the proposal will be provided to all offerors of record.

7. PROPOSAL EVALUATION

See General Terms and Conditions

8. PROGRAM BACKGROUND

In 2002, the City of Concord initiated a program that allows the CITY to select a primary and backup construction inspection consulting firm to perform construction inspection for various private and public capital improvement projects. At the conclusion of the initial and renewal contract periods, the CITY is again seeking qualified consulting firms to provide services. As noted earlier, the consulting firm is expected to perform inspection services for both private development projects and public capital improvement projects located within the City of Concord. Each project assignment will be broken out by task subject to a written agreement approved by the CITY, such agreement to include a detailed scope of the services to be performed, and the fee for those services. Each agreement shall be subject to the availability of funds.

9. SERVICES REQUESTED

The CITY requires the services of a Construction Inspection Consultant for the following purposes:

- a. To perform construction inspection for various construction projects within the City of Concord. These services shall include but not necessarily be limited to field observations and office administrative services, participation in project pre-construction conferences, observation of construction layout, material quality and performance testing, observation and documentation of field changes, field measurements including utility ties, budgetary analysis, monthly requisitions, daily reports, utility coordination, verification and processing of change orders, review of shop drawings and submittals, attending/coordinating project progress, preparing meeting minutes, punch list, project closeout; etc.;
- b. To oversee in-place, stock pile, and plant testing of various construction materials;
- c. To provide assistance to city staff in approving various or alternative construction materials for incorporation into construction projects;
- d. To be familiar with the latest editions of the City of Concord's Construction Standards, Construction Details and the Construction Observation Manual, the Department of Transportation Standard Specifications for Road and Bridge Construction, AASHTO, ASTM, MUTCD and other relevant construction methods and materials standards.

The consultants selected will be called upon as needed by the CITY depending on the timing of construction projects and the availability of funding. The Engineering Services Division of the Community Development will be responsible for administering this process.

The consultants will remain under contract with the CITY for a two- (2) year period, and at the City's discretion may be renewed for an additional two- (2) year period.

10. PROPOSAL STATEMENT PREPARATION

In order to facilitate evaluation of the proposal, the CONSULTANT is instructed to follow the outline below in responding. **Proposals that do not follow the outline, and/or do not contain the required information may be considered as unresponsive proposals.**

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

A. Company Background Material

Include information concerning the background, experience and reputation of the CONSULTANT that is felt to be pertinent.

B. Ability to Perform

Previous construction inspection services for municipal clients – the CONSULTANT will demonstrate their understanding of and familiarity with municipal construction inspection services of this type or similar contracts. Firms shall list all construction inspection efforts of comparable type which they have preformed or supervised within the last five- (5) years.

C. Local Knowledge

The CONSULTANT will demonstrate familiarity with the City of Concord.

D. Staff Project Manager - Contact Person

The CONSULTANT shall outline specific personnel assigned to this project as well as other resources or services expected. The CONSULTANT shall submit:

1. Resumes of all key personnel including education, professional registration and certification as applicable in New Hampshire, years of total experience, years with current firm, and related experience to the proposed design responsibility for this contract.
2. As a minimum, the City expects that each individual named to the following positions will be identified as key personnel that cannot be replaced without the City's consent:
 - i: Consultant Principal in Charge/Officer
 - ii: Consultant Project Manager
 - iii: Consultant Project Inspection Engineer(s)

E. Backup Capability

In the event of an unexpected problem in manpower assignment, resumes of the resident engineer and individuals that would be assigned to the project will be required.

F. Offerers Experience

The CONSULTANT shall provide a list of previous and current contracts awarded to the CONSULTANT, which are considered identical or similar in scope of services discussed herein. The CONSULTANT must submit a detailed list described above which should include the following:

1. Experience with construction inspection efforts for minor and large private site developments;
2. Experience with construction inspection efforts for residential subdivision projects;
3. Experience with construction inspection efforts for public capital improvements projects identified in the City of Concord's Capital Improvement Plan and Budget document (to include yet not limited to buildings, building rehab/renovations, highway, bridge, and utility construction);

Include contract duration, services performed, and the name, address and phone number of contracting agency.

G. Signature

The proposal shall be signed by an official authorized to bind the CONSULTANT 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 following information:

Name, title, address, and telephone number of the individual(s) with authority to contractually bind the company, and also who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.

11. COMPENSATION

The CONSULTANT shall submit an hourly fee schedule for the services to be provided. The hourly fee schedule shall include the all of the engineering staff as well as the hourly fee for administration. This fee schedule shall be submitted in one (1) original and (1) copy in a separate, sealed envelope which is clearly marked:

RFP44-07

Cost Proposal for
Construction Inspection Services

This fee proposal shall not be opened until all proposals have been reviewed and evaluated and a consultant has been chosen for contract award. Only the fee proposal of the selected consultant shall be opened. If the consultant's fee proposal exceeds the City's budget for this project the consultant and the City shall enter into negotiations. If, as a result of these negotiations, the consultant'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 consultant is hired.

12. INSURANCE

Per attached sheets.

13. CONTRACT AWARD

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. The award shall be based on the criteria detailed in paragraph 3.

Contract will be awarded based on acceptable hourly rates for professionals, technicians and support personnel, and an acceptable hourly multiplier factor for profit and overhead.

Each task shall be assigned to the CONSULTANT by letter agreement signed by the Consultant, and approved by the City Engineer. The scope of work and fixed fee for each project will be established by agreement.

14. CONTRACT DATES

Proposal Due Date/Time: April 20, 2007 not later than 2:00 PM
Contract Award Date: May 1, 2007
Contract Length: Three (3) years from the date of the City's Notice to Proceed. By mutual agreement, the contract may be renewed for up to 1 additional three (3) year period.

15. MODIFICATIONS AFTER AWARD

See General Terms and Conditions

16. PAYMENT SCHEDULE

Invoices are due in triplicate and payable within thirty (30) days. Invoices are to be for the actual dollar value of the services provided.

17. OWNERSHIP OF REPORTS

See General Terms and Conditions

18. DISAGREEMENTS AND DISPUTES

See General Terms and Conditions

19. TERMINATION OF CONTRACT FOR CAUSE

See General Terms and Conditions

20. TERMINATION FOR THE CONVENIENCE OF THE CITY

See General Terms and Conditions

21. 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 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 Proposal (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, or express waiver 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	\$\$\$\$\$\$\$\$
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

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.

NON-RECRUITMENT OF PERSONNEL

During the term of the Agreement and for twenty-four (24) months thereafter, the City and the successful vendor party agree not to solicit or hire current or former employees without the other's prior written consent

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).

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

In order to be considered responsive, each prospective CONSULTANT must submit the following documents, in **one (1) original and two (2) identical copies** as part of his/her proposal:

1. Proposal Statement (See Instructions for Proposers, Para 10, Proposal Statement Preparation)
2. Cost Proposal (See Instructions for Proposers, Para 11, Compensation)
3. Specifications Exception Form
4. Alternate W-9 Form
5. City of Concord Indemnification Agreement

The successful vendor 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 which you intend to furnish.

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

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

Signed: _____

I DO meet specifications

Signed: _____

I DO NOT meet specifications as listed in this proposal; 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 5/06)	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 <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/>	Exempt from backup withholding <input type="checkbox"/>
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	City of Concord Finance Department 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 –
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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. 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**

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.

CITY OF CONCORD, NEW HAMPSHIRE

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A
PROVISION 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, sub consultants, 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 RFP response may result in your Proposal being rejected as unresponsive.

NOTICE OF AWARD

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP44-07

PROJECT: Construction Inspection Services

CITY CONTRACT NO.: RFP44-07

CONTRACT FOR: Construction Inspection Services

You are notified that your Proposal opened on April 20, 2007 for the above Contract has been considered and accepted for you to provide construction inspection services for the City's Engineering Services Division of the Community Development Department. All terms, conditions, specifications and prices shall be in accordance with the **CITY'S** Request for Proposals (RFP44-07) and the **CONSULTANT'S** proposal opened on April 20, 2007.

The **CITY** shall pay to the **CONSULTANT**, the not-to-exceed sum of:

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 _____. 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 those conditions, the **CITY** will return to you one fully signed counterpart of the Agreement.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

Douglas B. Ross, Purchasing Agent
(NAME/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), 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 inspection services as detailed by RFP44-07. All terms, conditions, specifications and prices shall be in accordance with RFP44-07 and the **CONSULTANT’S** proposal response opened on April 20, 2007.
2. The **CONSULTANT** will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction inspection services described herein.
3. The **CONSULTANT** will commence the work required by the **CONTRACT DOCUMENTS** within ten (10) calendar days of the date of the **NOTICE TO PROCEED**. Completion time for the project will be _____.
4. The **CONSULTANT** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the fixed fee for services provided with the cost proposal submitted by the **CONSULTANT**. The contract prices shall be: **SEE ATTACHED**
5. The term “**CONTRACT DOCUMENTS**” means and includes the following:
 - (A) REQUEST FOR PROPOSAL RFP44-07
 - (B) RFP44-07 PROPOSAL RESPONSE DATED _____
 - (C) RFP44-07 SEALED PRICING PROPOSAL DATED _____
 - (D) CITY OF CONCORD REQUIRED CONTRACT FORMS
 1. SPECIFICATIONS EXCEPTION FORM
 2. ALTERNATE FORM W-9
 3. INDEMNIFICATION AGREEMENT
 4. INSURANCE CERTIFICATE
 - (F) LETTER OF AWARD DATED _____
 - (E) NOTICE OF AWARD DATED _____
 - (F) AGREEMENT
 - (G) NOTICE TO PROCEED
 - (H) CITY PURCHASE ORDER

(I) ADDENDUM # _____, DATED _____

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 Agent

(SEAL)

ATTEST:

Name _____

Title _____

CONSULTANT:

By _____

Name _____

(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____

(Please Type)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP44-07

PROJECT: Construction Inspection Services

CITY CONTRACT NO.: RFP44-07

CONTRACT FOR: Construction Inspection Services

(Name of Consultant)

You are notified that the Contract Time under the above contract will commence to run within ten (10) 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 not later than_____.

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

1. 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)

Douglas B. Ross, Purchasing Agent
(NAMETITLE)

Copy to ENGINEERING SERVICES DIVISION

City of Concord, New Hampshire
RFP44-07, CONSTRUCTION INSPECTION SERVICES
Insurance Requirements for All Contractors

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

- Owners & Contractors' Protective – Limit
- 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:

- 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
<input type="checkbox"/> 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**

City of Concord,
New Hampshire



Finance Department
Purchasing Division
CITY HALL 41 GREEN STREET
Concord, NH 03301
(603)225-8530 FAX(603)230-3656

Reference: RFP44-07

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, RFP44-07, Construction Inspection Services, 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
PROPOSAL EVALUATION FORM

FIRM: _____ DATE: _____

PROJECT: RFP44-07, CONSTRUCTION INSPECTION SERVICES

DEPARTMENT/DIVISION: CDD, ENGINEERING SERVICES

RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Proposal:</u>			
Requested Documents Submitted	5		
Time Line/Schedule	10		
<u>Project Team:</u>			
Relevant Experience	10		
Technical/Professional Qualifications and Skills	10		
<u>Firm/Organization:</u>			
Record of Satisfactory Performance	10		
Experience and Qualifications	10		
Staffing Plan	10		
Adequate Financial Resources	5		
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.