



**Engineering Services  
EPA Stormwater Reporting  
NDPES Phase II Small MS4 General Permit  
Request for Proposals (RFP 240)  
Town of Salem**

**April 2009**

**Purchasing Coordinator  
STEPHEN ARTEMIS  
603-890-2090 fax 603-890-2091  
sartemis@ci.salem.nh.us**

**Jonathan B. Sistare, Town Manager**

**Robert E. Puff, Jr., PE  
Director of Engineering  
603-890-2033 fax 603-898-1223  
rpuff@ci.salem.nh.us**

The Town of Salem, NH (the Town) is seeking engineering services proposals from qualified consulting engineers (the Consultant) for services associated with the filing of a Notice of Intent and subsequent Annual Reports for the Town in compliance with the EPA NPDES Phase II Small MS4 General Permit. Services are intended to encompass regulatory reporting requirements associated with the EPA NPDES Phase II General Permit, be comprehensive, and include all aspects of work needed to compile information from Town staff and generate documents associated with the necessary submissions and reports.

The Town may, at its sole option and discretion, terminate the contract after completion of the filing of the Notice of Intent, or alternatively, elect to extend the contract with the Consultant to involve Annual Report services associated with regulatory requirements on an annual basis for up to the full reporting period of the Notice of intent.

This project is part of the Town's regulatory reporting effort, as required by the EPA. The consulting engineer must be a qualified consulting engineer with the ability to provide sufficient documentation and references as to their abilities. The selection process will be qualification and price based. It is anticipated that the project shall commence upon final issuance of revised stormwater guidelines, and shall be completed within the time frames stipulated in said guidelines when issued. Proposal and all correspondence relating to this RFP shall be submitted to:

**STEPHEN ARTEMIS**

Purchasing Coordinator  
Town of Salem  
33 Geremonty Drive  
Salem NH 03079

Consultants requiring additional information or clarification relative to the contents of the RFP may direct inquiries to Robert Puff, Director of Engineering at 603-890-2033 or rpuff@ci.salem.nh.us. Copies of the RFP may be picked up at the office of the Purchasing Coordinator at the above address during regular business hours: Monday to Friday 8:30 am to 5:00 pm. Copies will not be faxed.

One original and four copies of the proposals must be received at the above address no later than 3 pm, May 5, 2009, late proposals will not be considered.

The Town reserves the right to reject any or all proposals and/or to reduce the scope of work to an amount proportionate to availability funding and/or to otherwise make adjustments as deemed in the best interest of the Town.

**1. GUIDELINES FOR PROSPECTIVE CONSULTANTS**

It is the policy of the TOWN that contracts are awarded only to responsible consultants or individuals. In order to qualify as 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.

**2. TIMETABLE**

Proposals will be reviewed upon receipt. If necessary, interviews will be arranged with selected finalists in **May 2009**, with a Consultant being selected on or about **June 2, 2009**. It is desired that a contract be signed with the Consultant on or about **June 22, 2009**.

**3. LIMITATIONS**

This Request for Proposal (RFP) does not commit the TOWN to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies.

The TOWN reserves the right to accept or reject any or all RFP documents 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 TOWN to do so.

**4. 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 RFP submittal date in order to be considered. Any changes to the RFP will be provided to all proposers of record.

**5. TECHNICAL EVALUATION**

In the evaluation of the proposals, the TOWN, at its discretion, may obtain technical support from outside sources. The proposer will agree to fully cooperate with the personnel of any such organization.

## **Section 1: Background - Purpose**

As part of ongoing stormwater management operations within the Town of Salem, NH, an engineering Consultant is being sought to perform regulatory stormwater reporting efforts on behalf of the Town. The project will involve meeting with various Town staff, including DPW and Engineering Department personnel, to review and discuss the Town's objectives and accomplishments with respect to the EPA NPDES Phase II Small MS4 requirements, to organize and present these items in a form suitable for submission in a timely fashion to the EPA for Notice of Intent and Annual Report compliance, and to guide and make suggestions to the Town in such a manner as to insure that Town resources are directed in such a way as to satisfy federal stormwater objectives as they relate to Salem, NH.

## **Section 2: Scope of Services**

Below is a brief description of the services to be provided by the successful firm, corporation, person, partnership, project team or business. This outline is not meant to be all-inclusive, and bidders are invited to include in their proposal any and all tasks and services deemed necessary to complete the work successfully. All proposals should be comprehensive with an objective of providing to the EPA, on behalf of the Town of Salem, NH, the necessary report materials stipulated for NPDES Phase II Small MS4 Communities.

### Preparation of a Notice of Intent

1. Meet with Town staff to review prior EPA filings and reports, and familiarize key Consultant personnel with the Town's stormwater system.
2. Provide Town staff with an outline which highlights EPA NPDES Phase II goals and objectives with respect to Small MS4 Communities, and in particular, Salem, NH. Note changed or new priorities which arise from the pending revisions to the EPA NPDES program. Include in this outline, critical benchmark dates and submission timelines.
3. Conduct a goals and objectives session with Town personnel. Identify items which must and/or should be addressed in a forthcoming Notice of Intent to be submitted to the EPA. Correlate future requirements to ongoing programs, and identify areas where improvements or modifications should be undertaken.
4. Consultant should anticipate any additional meetings with Town personnel as may be deemed appropriate to satisfy the scope of this effort.
5. Conduct additional research and informational sessions as may be needed to comprehensively complete the Notice of Intent submission.
6. Prepare and submit a completed Notice of Intent to the EPA on behalf of the Town of Salem, NH. This effort should anticipate the preparation of a Notice of Intent in final draft for submission to the Town for final review and comment prior to submission to EPA.

NOTE: It is the intention of the Town to initiate the process of filing a Notice of Intent promptly upon the issuance of revised regulations by the EPA in the Federal Register.

### Preparation of an Annual Report

1. On an annual basis, subsequent to the filing of the Notice of Intent, conduct meetings with all appropriate Town personnel to establish and document progress made during the prior year towards the goals and objectives outlined in the previously submitted Notice of Intent.
2. Conduct additional research and information sessions as may be needed to comprehensively address the submission requirements of the Annual Report.
3. Compile and organize the results of these meetings in a manner such that they can be submitted in the form of an Annual Report which satisfies the requirements of the EPA NPDES Phase II Small MS4

Program. This effort should anticipate the preparation of the Annual Report in final draft for submission to the Town for final review and comment prior to submission to EPA.

NOTE: It is the intention of this portion of the scope of work to have the Consultant work cooperatively with the Town in order to facilitate the Consultant's comprehensive compilation of information, and to subsequently have the Consultant prepare and file an Annual Report. It is NOT the intention of this scope of work to have the Consultant design, perform, inspect, or coordinate any of the programmatic work outlined in the Notice of intent.

NOTE: Upon completion of the submission of the Notice of Intent, the Town of Salem, NH may elect to continue the contract agreement with the Consultant to include subsequent Annual Reporting (such work to be continued on an annual basis after review and agreement with the Town), OR the Town of Salem, NH may at its sole option and discretion, elect to engage alternative Consultants for subsequent Annual Reporting.

NOTE: In addition to providing hard copy documentation of the above scope, the consultant shall also provide the Town with electronic format copies of documents (plans in Autocad or other acceptable format, and reports/applications in Microsoft Word). Ownership of plans and documents shall be to the Town. The only acceptable exclusions of this shall be in the areas of intellectual property that has been substantially developed by the CONSULTANT prior to and not part of the contract.

### ***Section 3: Content of Proposal***

One original and four (4) copies of the proposals must be submitted by **May 5, 2009**, at 3 pm to **STEPHEN ARTEMIS** Purchasing Coordinator. *Those submitting proposals shall complete the attached form titled "Application to the Town of Salem for Engineering Services."* Resumes of personnel that will be involved in this project must also be included.

The proposal shall follow the sections identified below and contain the information required in the sections where the information is requested. The lack of information in the required section cannot be addressed by providing additional information in other sections. If the information is not found in the appropriate section it will be considered as missing and therefore non-responsive. This format is designed to provide all CONSULTANTS with a format to provide both basic and enhanced information. Reviewing the entire RFP prior to completing this section is strongly advised.

All material submitted by CONSULTANTS becomes the irrevocable and sole property of the Town of Salem, NH unless otherwise specified in this RFP. The Town shall be under no obligation to return any proposals or material submitted by a CONSULTANT in response to this RFP unless specified in this RFP. The proposals shall remain confidential until completion of the evaluation of all proposals. However, the Town of Salem cannot assure the confidentiality of any materials or information, which may be submitted by a CONSULTANT in response to this RFP. Thus, CONSULTANTS who choose to submit confidential information do so at their risk. No costs or expenses incurred by the CONSULTANTS in responding to this RFP or in particular in this competitive procurement will be borne by the Town.

The original proposal shall be submitted in a three ring binder to allow for copying. Copies of the proposal may be bound by other means providing that no papers are loose. Each section identified below, shall be divided with a tabbed divider with the appropriate section number on the tab. CONSULTANT responses to the RFP must consist of two separate documents:

1. A Consultant Proposal
2. A Cost Proposal

The two proposals must be formatted according to the instructions of this RFP. CONSULTANTS must not include any cost information in any part of the Consultant Proposal. A sealed package containing the original and four (4) duplicates of the Consultant Proposal must be labeled as follows:

**(CONSULTANT Name)**

**CONSULTANT PROPOSAL TO PROVIDE ENGINEERING SERVICES TO THE TOWN OF SALEM**

**NPDES Phase II Reporting**

A separate sealed package containing the original and four duplicates of the Cost Proposal must be labeled as follows:

**(CONSULTANT Name)**

**COST PROPOSAL TO PROVIDE ENGINEERING SERVICES TO THE TOWN OF SALEM**

**NPDES Phase II Reporting**

**Cost Proposal Forms;** Submit the required cost proposal in a separate envelope. This is not a section and does not need to be tabbed.

The Town reserves the right to reject any or all proposals and/or to limit this study to a portion based on the availability of funds and/or as deemed in the best interest of the Town.

Each CONSULTANT must furnish all requested information in the formats specified by this RFP. **When proposals on all items is not required, proposers shall insert the words "no proposal" where appropriate.** *Promotional materials and other documents are not wanted and will not be considered as meeting any of the requirements of this RFP, unless otherwise allowed in this RFP.* To enable the Town to perform a fair comparative analysis and evaluation of proposals, it is desired that a uniform format be employed in structuring each proposal. The CONSULTANT'S degree of compliance with the requirements of this RFP and their clarity in proposal will be a factor in the subsequent evaluation of the proposal. The Consultant Proposal shall include the following information.

### **Consultant Proposal Format**

**Letter of Transmittal:** Each proposal must include a letter of transmittal containing the signature of a representative authorized to enter into contracts for the prime contractor. The transmittal letter should not exceed two pages in length. *Inserted after the letter of transmittal shall be the "Application to the Town of Salem for Engineering Services."* After this information, the following items shall be provided in the order specified.

- 1. Knowledge and Experience:** Provide a description of the firm's knowledge and experience in the area of stormwater engineering and federal requirements associated therewith. The minimum requirement for the project manager for this project shall be 8 years experience. Provide all resumes of project team and sub consultants. Indicate at a minimum the licenses, degree, certifications, and or any other relevant professional status. Indicate the length of time the professional staff position has been with the firm. List projects completed by the staff persons with the year completed or the year the staff person participated in the project.
- 2. Project List:** List all projects from separate municipalities where work similar to this proposal was performed. Cite municipality, contact, address, project costs, project status, role of firm if not principal engineer, and a brief description of the project.

**3. Consultant Scope, Approach, and Availability:** Given the above general scope of services listed in Section 2, provide a project outline that identifies a proposed scope of service that will provide the above documents and results. DO NOT INCLUDE BUDGET NUMBERS OR COSTS HERE. Provide a description of availability of the consultants to the Town staff for meetings and consultation. Indicate the relationship of this project to other current projects in the firm and demonstrate ability to manage this project within the context of the current workload of the Consultant and any sub consultants.

**4. Project Schedule and Manpower Allocation:** The consultant shall provide a project schedule outlining timeframes for all significant project tasks and including key project benchmarks and estimate delivery dates. In general, the project schedule should be such that it follows the scope outlined above. The project schedule shall be submitted in the form of a Gant Chart, with any accompanying narrative included as footnotes, and should demonstrate the ability of the Consultant to meet the timelines indicated herein. On a separate, corresponding table or chart, indicate projected hours required for each major task or benchmark and for each project team member and sub consultant.

**5. Sample of Prior Work:** Submit one example of prior work conducted for another municipality which is similar to the scope of work being requested by the Town of Salem, NH. If an alternative format is anticipated or proposed for this project, it should be so noted.

**6. Financial and Insurance Resources:** The consultant shall submit information that would clearly document the financial resources for performance and or have the ability to obtain such resources. Proper Insurance for employees and subcontractors shall be required for submittal.

**7. Conflict of Interest:** The consultant shall describe any and all current or potential conflicts of interest related to performance on this project. Relationships with property owners, developers, and other consultants, whether in recent past (past three years), present, or potentially in the future by interest in a pending project, which may serve to provide financial benefit to the Consultant, must be identified. If there is an appearance of conflict of interest, than the consultant must identify the methods they will employ to address said conflicts.

**Proposals Delivery**

Proposals must be delivered, during regular business hours, no later than 3 p.m. on **May 5, 2009**, to the following address:

**STEPHEN ARTEMIS**  
Purchasing Coordinator  
33 Geremonty Drive  
Salem NH 03079

Delivery will be at the CONSULTANT'S expense. Any and all damages that may occur due to packing or shipping will be the sole responsibility of the CONSULTANT. Late submissions including those mailed or delivered to the wrong address will be rejected. Postmark does not count for being delivered within the due date and time.

**CONSULTANT Limitations**

The CONSULTANT should include any latitudes, prohibitions or limitations placed on the services presented in the CONSULTANT'S proposal. If some services or personnel cannot be provided for as specifically provided for in the proposal this should be stated. The objective is to clarify all service options and personnel.

1. Assignment Rights: To meet the requirements of the Scope of Work, the Town reserves the right to use the Technical and other services of other CONSULTANTS, unless specifically limited by the CONSULTANT in the response.
2. Negotiation Rights: The Town reserves the right to negotiate with CONSULTANTS regarding variation to the original RFP AND CONTRACT, to include cost, which may be in the best interest of the Town.
3. Town Rights: The Town reserves the right to waive any item, which in the opinion of the Town is an informality. The Town has the right to accept or reject any or all proposals in whole or in part if it is deemed to be in the public interest to do so.

#### **Execution of Contract**

1. Upon the acceptance of a CONSULTANT'S proposal, the Town will prepare and submit a contract to the successful CONSULTANT for signing. In the event that the successful CONSULTANT fails, neglects or refuses to execute the contract within fourteen (14) days after receiving a copy of the contract from the Town, the Town may at its option terminate and cancel its action in awarding the contract and the selection of the CONSULTANT shall become null and void and of no effect.
2. Incorporated by reference into the contract, which is to be entered into, by the Town and the successful CONSULTANT pursuant to this RFP will be:
  - a. All of the information presented in or with this RFP and the CONSULTANT'S response thereto.
  - b. All written communications between the Town and the successful CONSULTANT whose proposal is accepted. A designated official of the CONSULTANT and the Town of Salem shall execute the contract.

### **Section 4 Proposal Evaluations**

#### **Rejection of Proposals**

The Town reserves the right to reject any and all proposals received in response to the RFP. A CONSULTANT'S proposal may be rejected, if the CONSULTANT:

1. Fails to adhere to one or more of the provisions established in the RFP.
2. Fails to submit its proposal at the time or in the format specified herein or to supply the minimum information requested herein.
3. Fails to meet the minimum evaluation criteria specified in this RFP.
4. Fails to submit its proposal to the required address on or before the deadline date established by the Town.
5. Misrepresents its services, experience and personnel by providing demonstrably false information in its proposal or fails to provide material information.
6. Fails to demonstrate competent and capable abilities based on performance of services completed for other projects and other clients.
7. Fails to submit its cost on the enclosed Cost Proposal and Certification Form, or fails to provide any of the information requested relative to the Cost Proposal.
8. Refuses a reasonable request for an interview.
9. Refuses to provide clarification requested by the Town.

Note: This list is not necessarily all inclusive. The Town may, for any reason in its sole opinion, reject any proposal that is not in the best interest of the residents of the Town of Salem, NH.

### **Review Criteria Introduction**

This section shall serve as the criteria from which the Evaluation Committee will rate the CONSULTANT. In preparing a proposal the Town recommends that the CONSULTANT address the criteria clearly in their proposal as outlined herein and indicate how they achieve the highest rating. Statements should qualify and demonstrate the CONSULTANTS ability to meet each criterion. Statements should be to the greatest extent verifiable.

1. The CONSULTANT has a demonstrated record of successful performance in the business of providing services as described herein (and for a minimum continuous period of not less than eight years).
2. The CONSULTANT has successfully completed not less than one (1) similar project for a similar size municipality.
3. The CONSULTANT has provided information that clearly indicates their experience with projects similar to the project herein, and successfully relates that experience to this project.
4. The resume of the project manager assigned as the contact person for the Town shows no less than eight years experience in the related field with not less than five years experience in providing consulting for like projects. The overall project team is experienced in designing similar projects.
5. The CONSULTANT has in their firm or through cooperative partnerships access to persons with outstanding technical expertise to complete the projects. Such technical personnel shall have a relationship with the CONSULTANT for at least 5 years or five projects.
6. The CONSULTANT has received positive references from all customers contacted by the Town.
7. The CONSULTANT has indicated a familiarity with issues relevant to Salem stormwater infrastructure, and in particular, this project. The CONSULTANT has shown in their proposal that they understand the needs facing Salem, and describe how those needs relate to experience on other similar projects which they have completed.
8. The CONSULTANT has demonstrated in their proposal that they can provide a satisfactory schedule for the Town of Salem and have provided sufficient specificity to clearly show the critical path toward completion of these projects. The CONSULTANT has also described in detail the necessary schedule and components for preparing the necessary documents, including; input from the Town staff.
9. The CONSULTATNT has no appearance of a conflict of interest with any other party, or such relationships are not sufficient to warrant concern.
10. CONSULTANT selection will not be based solely on qualifications; the Evaluation Committee will also consider the Cost Proposal as a factor in reviewing proposals.

### ***Section 5 Responsibilities of the CONSULTANT***

**Description of Responsibility:** Upon successful award and acceptance of the contract, the CONSULTANT agrees to the basic requirements of the award described as follows:

1. Prime Contractor: The successful CONSULTANT will be considered as the prime contractor for those services indicated in their proposal and will be required to assume total responsibility for the services offered in this proposal whether or not the firm is the firm delivering all of the services. The Town of Salem will consider the successful CONSULTANT to be the sole point of contact with regard to all contractual matters, including performance or service unless otherwise stated. Prior to final selection, CONSULTANTS may be required to submit any additional information, which the Town may deem necessary to determine the CONSULTANT'S qualifications to respond to the RFP. Should any of the information requested by the Town be considered by the CONSULTANT to be confidential it should be so stated. The Town will attempt to treat any information submitted by the CONSULTANT as confidential if requested to do so; however, the Town cannot insure such confidentiality.
2. Firm Price: Prices offered by the CONSULTANT will be firm and not subject to increase during the term of any contractual agreement arising between the Town of Salem and the successful CONSULTANT as a result of this RFP. All prices should include all labor, material costs, and any discounts if offered.
3. No Assignment: Assignment by the successful CONSULTANT to any third party of any contract based on the RFP or any monies due shall be absolutely prohibited and will not be recognized by the Town of Salem unless approved in advance by the Town in writing.
4. Statement of Time: Time when stated, as a number of days, shall mean all calendar days, including Saturdays, Sundays, and holidays.
5. Project Management Representation: The CONSULTANT shall provide the staff and resources as outlined in the RFP and shall not assign to other staff without the written approval of the Town.
6. Completion of Scope: The CONSULTANT shall complete the scope as negotiated and agreed upon and shall deliver staff and resources to professionally and expeditiously complete such scope. The CONSULTANT by virtue of their prior professional experience shall understand and endeavor during the contract negotiations to determine the possible obstacles that would interfere with the completion of the scope. The CONSULTANT shall make such obstacles known to the Town and provide the Town with solutions to overcome such obstacles.
7. Deliverables: In addition to providing hard copy documentation of work product outlined in Section 2 (Scope of Services), the consultant shall also provide the Town with electronic format copies of all plans, reports, and applications (plans in Autocad or other acceptable format, and other documents in Microsoft Word). Ownership of plans and documents shall be to the Town. The only acceptable exclusions of this shall be in the areas intellectual property that has been substantially developed by the CONSULTANT prior to and not part of the contract.
8. Force Majeure: Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather, but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance may be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

**Non-Discrimination in Employment and Affirmative Action**

1. The CONSULTANT shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, or physical/mental handicap. The CONSULTANT agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment.
2. If a complaint or claim alleging violation by the CONSULTANT of such statutes, rules, or regulations is presented, the CONSULTANT agrees to cooperate in the investigation and disposition of complaint or claim.
3. In the event of the CONSULTANT'S non-compliance with the provisions in this section, the Town of Salem shall impose such sanctions as it deems appropriate, including but not limited to the following:
  - a. Withholding of payments due the CONSULTANT until the CONSULTANT complies, and
  - b. Termination or suspension of any contract or agreement pursuant to this RFP.

### ***Section 6 Cost Proposal***

**Sealed Envelope:** A separate sealed package containing the original and four duplicates of the Cost Proposal must be labeled as follows:

**(CONSULTANT Name)**

**COST PROPOSAL TO PROVIDE ENGINEERING SERVICES TO THE TOWN OF SALEM**

**NPDES Phase II Reporting**

**Cost Proposal Form:** The CONSULTANT shall use the "Cost Proposal and Certification" Form herein. All instructions for the Cost Proposals are on the form. CONSULTANTS should quote all costs associated with the services outlined in the Scope of Services herein and the proposal submitted by the consultant.

NOTE: ONE FORM SHOULD BE PROVIDED FOR WORK ASSOCIATED WITH THE NOTICE OF INTENT, AND A SEPARATE FORM SHOULD BE PROVIDED FOR WORK ASSOCIATED WITH THE FIRST SUBSEQUENT ANNUAL REPORT. If the CONSULTANT feels that further explanation is required to fully present the cost proposal beyond the space provided on the Cost Proposal and Certification, additional information can be provided as an attachment.

In addition to the above, the CONSULTANT shall provide hourly billing rates for all personnel involved in the proposal, mileage rates, and mark up costs on reimbursable or sub consultant costs.









consultant fee for services, or such larger amounts as the Town may require. Insurance shall cover the applicable period of limitations.

11. List all current projects for which the applicant is performing or is under contract to perform any design services:

PROJECT NAME, LOCATION & DESCRIPTION	YEAR	PROJECT COST	PHASES*	REFERENCES NAME TITLE PHONE

\_\_\_\_\_  
Name of Person Authorized to sign proposals

\_\_\_\_\_  
Title of Person Authorized to sign proposals

\_\_\_\_\_  
Signature of Above Person

