



**Request for Qualifications
Pine Grove Cemetery
Master Plan
Town of Salem, NH
November 2017
RFQ (2017-031)**

Purchasing Agent
CHRISTINE WHOLLEY
603-890-2090 fax 603-890-2091
cwholley@salemhnh.gov

Chris Dillon, Town Manager

Prepared for and in coordination with the
Salem NH Municipal Services Department
Roy E. Sorenson, Director
603-890-2150 fax 603-890-3882
rsorenson@salemhnh.gov

REQUEST FOR QUALIFICATIONS (RFQ)
PINE GROVE CEMETERY MASTER PLAN
December 2017

The Town of Salem, NH is seeking general engineering/design services from qualified firms to develop a master plan for Pine Grove Cemetery in Salem, NH. This work is part of the Town's ongoing capital improvement program.

This Request for Qualifications (RFQ) contains instructions governing the response to be submitted and the material to be included in the proposer's response; a description of the service to be provided; selection criteria; and other requirements, which must be met by the proposing firm to be eligible for consideration.

The CONSULTANT must be a qualified firm, licensed to practice in the State of New Hampshire, with the ability to provide sufficient documentation and references as to their abilities to execute the desired work in the time frames indicated.

Qualifications contract duration shall be 5 years. The Town may, at its sole option and discretion, extend the contract with the CONSULTANT on an annual basis for up to two (2) additional years. The Town reserves the right to complete Consulting Services with other firms at any time, should it determine it to be its best interest.

It is expected that the work on this project shall commence in February 2018, and that documents will be completed and ready for delivery as specified in the Scope of Work.

Copies of the RFQ may be obtained from the Town's purchasing website
(<http://www.townofsalemnh.org/purchasing/pages/current-bids-proposals-and-awards>)

Christine Wholley
Purchasing Agent
Town of Salem
33 Geremonty Drive
Salem NH 03079
Tel. 603-890-2090
Email: cwholley@salemnh.gov

CONSULTANTS requiring additional information or clarification relative to the contents of the RFQ may direct inquiries to Roy E. Sorenson, Municipal Services Director at 603-890-2150 or rsorenson@salemnh.gov.

One (1) original and three (3) copies of the proposal must be received at the office of the Purchasing Agent, at the above address, no later than **11:00 AM on Wednesday January 10, 2018**. Late proposals will not be considered. A pre-proposal meeting will not be conducted.

The Town reserves the right to reject any or all proposals and/or to reduce the scope of work to an amount proportionate to available funds and/or to otherwise limit the work as may be deemed in the best interest of the Town.

Section 1: Introduction

The Town on Salem NH is requesting qualifications for design, engineering, financial planning, and construction documents for development of available cemetery space remaining per a master plan for its largest active cemetery – Pine Grove. In addition this qualification based selection will procure services related to cemetery planning and expansion in general. Pine Grove Cemetery is a traditional public burial ground utilizing full burial and cremation plots all in the ground. The Town is seeking alternative burial options to maximize available space.

Section 1: Background

As part of an ongoing capital improvements program, the Town of Salem, NH is requesting proposals from qualified engineering/planning firms to develop a master plan for the available space at Pine Grove Cemetery and prepare Phase I construction documents. The design will require the firm to meet with Town staff to discuss the needs and vision for this cemetery including research and development of fees for applicable methods of burial that define and calculate investment payback. Deliverables are expected to be received by July 2018.

This past year a Survey of Pine Grove Cemetery was completed by S&H Land Services, LLC (S&H) of Manchester, NH in July 2017. As part of the survey S&H subcontracted with TES Environmental for wetlands delineation and with Comprehensive Environmental, Inc. for drone based topography and high resolution photographs. S&H is in the process of completing a boundary survey of the parcel. Topographic survey included all physical features (roads, buildings, utilities, structures, pipes, tree lines at limit of current developed site, individual trees within developed site area, monuments, headstones, footstones, wetlands, etc.) aligned to State Plane coordinates horizontally and NAVD29 vertical datum (1-foot contour interval). A GIS based PDF map is attached to this RFQ identifying areas of development and expansion. The full survey will be made available to the selected CONSULTANT.

In addition to providing hard copy plans, the CONSULTANT shall also provide the Town with electronic format copies of same (plans in AutoCAD and documents in Microsoft Word). Ownership of all points, point files, surfaces and other such data or intellectual information shall be to the Town of Salem. The only acceptable exclusion to this requirement shall be in the area of intellectual property that has been substantially developed by the CONSULTANT prior to and not part of the contract.

Section 2: Scope of Services

Below is a general description of the services to be provided by the successful CONSULTANT. 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. It should be stated if some services or personnel cannot be provided for as specifically required in the proposal. The objective is to clarify all service options and personnel.

All work shall be conducted under a single contract. It is the intent of the Town to retain the CONSULTANT for all phases of this project and any other additionally requested services.

The CONSULTANT performing the work must be licensed Professional Engineers in the State of New Hampshire or having previously engineered work thereof. They must have a good ethical and professional standing. The selected firm will be required to furnish proof of Professional Liability insurance coverage in the minimum amount of \$1,000,000.

The Cemetery Master Plan will include a long term vision for Pine Grove Cemetery, but will be divided into phases for completion. The Master Plan will include burial plots, roads, columbarium, parking, infrastructure, and other applicable items as will be discussed in the planning stages of the project. The project will also include all necessary construction documents for Phase 1 as directed.

Final work shall include but not be limited to:

- Master plan development including conceptual site design first completed through meetings with staff, Board of Selectmen (BOS), and public input.
- Master plans development, including but not limited to preliminary and final surveys, geotechnical investigations, and environmental assessment including any necessary permitting, erosion control, drainage and utility plans as needed.
- Landscape design by a licensed architect.
- Research and development to justify Town investment and financial feasibility for recommended burial applications including suggested fee schedules.
- Research and recommendation for inventory software for deeds, plots, burial locations, and sales.
- Engineered construction plans, specifications and an estimate of quantities for bid package. Design specifications will be developed by the contractor to ensure the project is biddable and buildable in accordance with the plans and the latest engineering standards. Firm shall provide both hard copy of sealed plans and an electronic design package compatible with Town software and in PDF formats.
- The selected firm shall provide a schedule of activities to the Town to track progress.
- Based on the direction chosen, the selected firm shall submit:
 - Conceptual design work
 - Progress drawings for approval
 - Final Plans and specifications (bid documents)
- Deliverables must include: Monthly progress report, including: Updated project schedule, narrative of work completed this period, overall % complete, plans for upcoming period, draft reports for deficiencies. Deliverables for approvals to BOS are expected to be received by July 2018.

Section 3: Submission of Proposal

Responses to this Request for Qualifications (RFQ) shall consist of two separate documents, as follows:

1. The ***Consultant Proposal*** shall be submitted in the format outlined below. One (1) original Consultant Proposal and three (3) copies shall be provided in a sealed package labeled 'Pine Grove Cemetery Master Plan Proposal'. No unbound or loose papers shall be included. *Cost information must not be included in any part of the Consultant Proposal.*

2. The **Cost Proposal** shall be submitted in the format outlined below. One (1) original Cost Proposal and one (1) copy shall be provided in a separate sealed envelope labeled 'Cost Proposal – Pine Grove Cemetery Master Plan'.

Submission Deadline - Consultant Proposal and Cost Proposal must be received at the office of the Purchasing Agent, at the address indicated in this RFQ no later than **11:00 AM on Wednesday January 10, 2018**. Late proposals will not be considered.

Questions will be received until Thursday January 4, 2018.

Section 4: Format & Content of Proposal

To enable the Town to perform a fair comparative analysis and evaluation of proposals, CONSULTANTS shall structure and compose their proposals in the format outlined below. *Promotional materials shall not be included in the body of the proposal, but if deemed necessary and appropriate by the CONSULTANT, shall be included as an Appendix (references to appendix information will not be considered satisfactory response to the items identified below).*

Consultant Proposal

1. **Letter of Interest:** Each Consultant Proposal must include a Letter of Interest, identifying the CONSULTANT, their place of business, name and telephone number of the person to contact about the proposal, and the project under consideration. The Letter of Interest shall be signed by a representative of the CONSULTANT that is authorized to enter into contracts.
2. **CONSULTANT Knowledge and Experience:** Include a statement of qualifications that includes a summary of experience that pertains to the disciplines described in the Scope of Services (Section 2). The firm shall provide summaries of the location and scope of similar recent projects that show experience in any of the tasks.
3. **CONSULTANT Schedule:** Provide a project schedule outlining timeframes for completion. In general, the project schedule should be such that it provides completion of tasks for each part of the scope of work. The project schedule shall be submitted in the form of a Gant Chart, with any accompanying narrative included as footnotes, and should demonstrate the ability of the CONSULTANT to meet the timelines indicated herein, or otherwise explain why the Town timeline is not achievable.
4. **Overall Project Team:** Identify all members of the CONSULTANT'S project team, including sub consultants. Include resumes of key persons, who would likely be working with Town staff, particularly the designated program/client manager, project managers and key discipline "experts" including the cemetery designers.
5. **Financial and Insurance Resources:** The CONSULTANT shall submit information that would clearly document the financial ability to execute this project and/or indicate that they have the ability to obtain such resources. Proper insurance for employees, sub consultants, and subcontractors shall be required of the selected CONSULTANT, as will the ability to provide Professional Liability Insurance to the Town in the amount of two times the CONSULTANT'S fee or \$250,000 (whichever is greater).

6. **Conflict of Interest:** The CONSULTANT shall describe any and all current or potential conflicts of interest related to performance on this project. Relationships with property owners, developers, and other consultants, whether in recent past (past three years), present, or potentially in the future by interest in a pending project, which may serve to provide financial benefit to the CONSULTANT, must be identified. If there is potential or present conflict of interest, the CONSULTANT must identify methods they will employ to address said conflicts.
7. **References:** Provide a minimum of three (3) references for which you have performed work of a similar nature. Include names of contact persons, with address and telephone numbers, so that the Town may contact them. At least one reference should be from a key decision maker from a municipality for whom the firm has worked.

Consultant Cost Proposal

The Consultant Cost Proposal shall not be included with the Consultant Proposal, but rather, shall be submitted in a separate sealed envelope labeled 'Cost Proposal – Pine Grove Cemetery Master Plan'. CONSULTANTS shall structure and compose their proposals in the format outlined below.

1. **Cover Letter:** Each Cost Proposal must include a Cover Letter identifying the CONSULTANT, their place of business, name and telephone number of the person to contact about the proposal, the project under consideration, and shall make reference to the total proposed cost for services in scope plus any allowances. The Cover Letter shall be signed by a representative of the CONSULTANT that is authorized to enter into contracts.
2. **Cost & Manpower Allocation:** Provide, in spreadsheet form, a breakdown of personnel and sub-consultants that will be involved in the project, along with the proposed man-hours for each person or sub-consultants and their proposed billing rate. In general, the spreadsheet shall be formatted such that it corresponds to the CONSULTANT'S Schedule. The cost of reimbursable items and cost allowances shall be indicated within the associated task, and included in the cost totals.
3. **Allowances:** Any cost allowances shall be clearly identified in the proposal. Allowances should reflect a reasonable attempt to accurately quantify the anticipated work effort for the allowance item.

Labor rates will be fixed for the duration of the contract

Section 5: Proposal Evaluations

This section shall serve as the criteria from which the RFQ responses will be evaluated. In preparing a proposal the Town recommends that the CONSULTANT address the criteria clearly in their proposal and demonstrate the ability to meet each criterion. Statements should be verifiable to the greatest extent.

1. Strength and duration of successful performance in the business of providing services as described herein (and for a minimum continuous period of not less than five years).
2. Previously completed projects. The CONSULTANT has completed not less than five (5) similar projects for municipalities (or other public agencies) including in New Hampshire.

3. Experience of the CONSULTANT with projects similar to that contemplated by this RFQ. 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 CONSULTANT has addressed how the project will be managed within the context of ongoing and backlogged work of both the CONSULTANT and any sub consultants.
5. A clear and concise project schedule has been provided in the form requested. The schedule identifies significant project tasks, key project benchmarks, and provides sufficient specificity to clearly show the critical path towards completion of the project, and also relates the non-critical path tasks into the overall project. The schedule clearly demonstrates that the CONSULTANT will meet the timelines desired – Deliverables for approvals to BOS are expected to be received by July 2018.
6. Strength of proposed project team. The project team has demonstrated sufficient experience and has worked successfully together on other projects. The project leaders have a high level of technical expertise in the nature of the work outlined in this RFQ.
7. The CONSULTANT has in their firm, or through cooperative partnerships, access to persons with outstanding technical expertise to complete the projects.
8. The CONSULTANT has demonstrated suitable financial and insurance resources, or the ability to obtain same, for this project.
9. The CONSULTANT has no conflict of interest or appearance of conflict of interest with any other party, or such relationships are not sufficient to warrant concern.
10. The CONSULTANT has received positive references from all clients contacted by the Town.
11. The degree of compliance with the requirements and requested format of this RFQ.
12. CONSULTANT selection will be based predominately on the Consultant Proposal. Evaluation of the RFQ response will also take into consideration the Cost Proposal of which will be considered as a benchmark to identify cost however a negotiated cost thereof after selection shall be considered.

The Town reserves the right to reject any and all proposals received in response to the RFQ.

Section 6: Responsibilities of the CONSULTANT

1. Prior to final selection, CONSULTANTS may be asked to attend an interview, or to submit any additional information, which the Town may deem necessary to determine the CONSULTANT'S qualifications.
2. The successful CONSULTANT(S) will be considered to be the prime contractor for those services indicated in their proposal and will be required to assume total responsibility for the services offered in this proposal whether or not the firm is the firm delivering all of the services. The Town will consider the successful CONSULTANT(S) to be the sole point of contact with regard to all contractual matters, including performance or service unless otherwise stated.

3. The CONSULTANT shall provide the staff and resources as outlined in the RFQ and shall not assign to other staff or sub consultants without the written approval of the Town.
4. The CONSULTANT shall complete the scope of work and shall commit staff and resources to professionally and expeditiously complete such scope. The CONSULTANT by virtue of their prior professional experience shall understand and endeavor to determine the possible obstacles that could interfere with the completion of the scope. The CONSULTANT shall make such obstacles known to the Town and provide the Town with solutions to overcome such obstacles.
5. No costs or expenses incurred by the CONSULTANTS in responding to this RFQ will be borne by the Town.
6. Non-Discrimination in Employment and Affirmative Action. The CONSULTANT shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, or physical/mental handicap. The CONSULTANT agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment.
7. Upon evaluation of the RFQ responses received, the Town will seek to enter into a contract with the selected CONSULTANT(S). In the event that the CONSULTANT fails, neglects or refuses to execute the contract within seven (7) days after notification that they have been selected by the Town, the Town may at its option terminate and cancel its action and commence contractual discussions with another CONSULTANT.
8. Incorporated by reference into the contract will be all of the information presented in or with this RFQ and the CONSULTANT'S response thereto.

Section 7: Negotiation & Informalities

1. The Town reserves the right to negotiate with the selected CONSULTANT regarding variation to the original RFQ, Contract, Scope, and moreover Cost to be in the best interest of the Town to do so.
2. 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 Town's interest to do so.

Section 8: RFQ Questions & Revisions

1. Any questions or inquiries regarding this RFQ must be submitted in writing – email is acceptable. In order to be considered, they must be received by the Purchasing Agent no later than 5:00 PM EST on Thursday January 4, 2018. Questions along with answers and any revisions to the RFQ will be provided in the form of an Addendum, posted on the Town's purchasing website at: <http://www.townofsalemnh.org/purchasing/pages/current-bids-proposals-and-award>, no later than 5:00 PM EST on Friday January 5, 2018

Section 9: General Conditions

Irregular Proposals: Proposals will be considered irregular and may be rejected for any of the following reasons; however the Town retains the right to waive informalities and irregularities at its sole discretion:

- If the proposal does not include all information listed in this RFQ.
- If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- If the proposer adds any provisions reserving the right to accept or reject an award.

Delivery of Proposals, Withdrawal, Opening, and Disqualification: All proposals shall be filed prior to the time and at the place specified in this RFQ. Proposals received after the time for opening of the proposals may be returned to the proposer, unopened, at the Town's discretion. Faxed or emailed proposals are not acceptable, although an electronic copy can be submitted in addition to the printed one. The Town is not responsible for delayed mail that misses the deadline.

A proposer will be permitted to withdraw his proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals. Either of the following reasons may be considered as being sufficient for the disqualification of a proposer and the rejection of his proposal:

- Evidence of collusion among proposers.
- Failure to supply complete information as requested by the proposal specifications.

The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in its sole judgment it is in the best interest of the Town of Salem.

Award: If a contract is to be awarded, the award will be made to the proposer that displays the best mix of qualifications, experience, and availability as it pertains to the type of services in Section 2 above, as soon as practical after the review process.

Cancellation: The Town reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability to the Town.

Laws: The Contractor shall comply with all State and Local laws, ordinances, regulations and requirements applicable to work hereunder.

Contractor and Subcontractor Insurance: The Contractor shall deliver at the time of execution of a contract; certificates of all insurance required hereunder and shall be reviewed prior to approval by the Town of Salem. The certificates of insurance shall state that the companies issuing insurance will endeavor to mail to the Town of Salem ten (10) days-notice of cancellation, alteration or material change of any listed policies. The Contractor shall keep in force the insurance required herein for the period of the Contract. At the request of the Town of Salem, the Contractor shall promptly make available a copy of any and all listed insurance policies.

The Town of Salem, NH shall be listed as an additional insured on a primary and non-contributory basis in General Liability, Auto Liability and Umbrella Liability policies required for the contract. The Contractor shall require each Subcontractor employed on the Project to maintain the coverage listed below unless the Contractor's insurance covers activities of the Subcontractor on the Project.

No operations under this Contract shall commence until certificates of insurance attesting to the below listed requirements have been filed with and approved by the Town, required accounting information (W9, etc.) and the Contract approved by the Town.

Indemnification: The Client and Consultant shall at all times indemnify and save harmless each other and their officers, and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with work completed under the contract.

Insurance Coverage: The Consultant shall demonstrate that its staff is protected by Workers Compensation and Employers' Liability insurance in compliance with statutory limits and that the Consultant has coverage under professional liability, public liability and property damage insurance policies. Certificates for such policies will be provided to Client upon request. Minimum coverages shall be as follows:

- Comprehensive General Liability (including Products Completed, Contractual Property, and Personal Injury coverage): \$1,000,000 per occurrence / \$2,000,000 aggregate
Automobile Liability (Property Damage): \$1,000,000 per occurrence
- Professional Liability: \$1,000,000 per claim and in the aggregate

Accident Protections: It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to the Contract, that a Contractor and any Subcontractors shall not require any laborer or mechanic employed in the performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety, as determined by construction safety and health standards of the Occupational Safety and Health Administration, United States Department of Labor, which standards include, by reference, the established Federal Safety and Health regulations for Construction. These standards and regulations comprise Part 1910 and Part 1926 respectively of Title 29 of the Code of Federal Regulations and are set forth in the Federal Register. In the event any revisions in the Code of Federal Regulations are published, such revisions will be deemed to supersede the appropriate Part 1910 and Part 1926, and be effective as of the date set forth in the revised regulation.

Subcontracts: The Contractor shall be as fully responsible to the Town of Salem for the acts and omissions of Subcontractors and of persons employed by him, as he is responsible for the acts and omissions of persons directly employed by him.

Extras: Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the Town has ordered the same, in writing.

Default and Termination of Contract: If the Contractor does not proceed in accordance with the Contract, then the Town of Salem will have full power and authority without violating the Contract to take the prosecution of the work out of the hands of the Contractor. The Town of Salem may enter into an agreement for the completion of said Contract according to the terms and conditions thereof, or use such other methods as in his opinion will be required for the completion of said Contract in an acceptable manner.

All extra costs and charges incurred by the Town of Salem as a result of such delay, neglect or default, together with the cost of completing the work under the Contract will be deducted from any monies due or

which may become due to said Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the Town of Salem the amount of such excess.

Reasons for termination include, but are not limited to:

- Contractor fails to begin work under Contract within the time specified in the notice to proceed;
- Fails to perform the work with sufficient workmen and equipment, or with sufficient materials to assume prompt completion of said work;
- Performs the work unsuitably or neglects or refuses to remove materials or to perform a new such work as may be rejected as unacceptable and unsuitable;
- Discontinues the prosecution of the work;
- Fails to resume work, which has been discontinued, within a reasonable time after notice to do so;
- Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency;
- Makes an assignment for the benefit of creditors;

The Town of Salem will give notice, in writing, to the Contractor for such delays, neglect, and default. Contractor shall respond within 14 days to such notice with corrective action, to the Town's satisfaction, or be subject to Contract termination.

