

**RFQ&E 09-21**

City of Concord, New Hampshire

Purchasing Division

Prepared for and in coordination with the

**CITY OF CONCORD  
GENERAL SERVICES DEPARTMENT  
WASTEWATER TREATMENT DIVISION**

**REQUEST FOR QUALIFICATIONS & EXPERIENCE**

**DESIGN/BUILD SERVICES: HIGH-VOLTAGE TRANSFORMERS REPLACEMENTS**

Firm: \_\_\_\_\_

**STATEMENT DUE DATE/TIME: OCTOBER 27, 2020 - NO LATER THAN 2:00 PM**

**NON-MANDATORY INFORMATIONAL MEETING AND SITE WALK  
OCTOBER 15, 2020 @ 10:00 AM**

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## City of Concord, New Hampshire

### PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET

CONCORD, NH 03301

PHONE: (603) 230-3664

FAX: (603) 230-3656

[www.concordnh.gov/Purchasing](http://www.concordnh.gov/Purchasing)

### REQUEST FOR QUALIFICATIONS AND EXPERIENCE

The City of Concord, New Hampshire is seeking statements of qualifications and experience from qualified firms to perform design/build services for the completion of the design and construction of three (3) replacement electrical transformers.

Qualifications and Experience statements must be received by the Purchasing Division, located in the Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 **no later than 2:00 PM on OCTOBER 27, 2020** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted in a sealed envelope which is clearly marked:

#### RFQ&E 09-21

#### REQUEST FOR QUALIFICATIONS & EXPERIENCE DESIGN/BUILD SERVICES: HIGH-VOLTAGE TRANSFORMERS REPLACEMENTS

Requests may be issued only by the Purchasing Manager, or his designee, to authorized firms, and are not transferable unless authorized by the Purchasing Manager. Copies of RFQ&E 09-21 are available from the Purchasing Division, City of Concord, Combined Operations and Maintenance Facility, 311 North State Street, Concord, NH 03301 (603-230-3664) or on the Purchasing page of the City's website at [www.concordnh.gov/Purchasing](http://www.concordnh.gov/Purchasing). **All qualification statements received will be considered confidential and not available for public review until a contract has been awarded to the successful Respondent.**

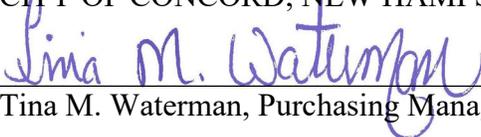
The City reserves the right to reject any or all statements or any part thereof, to waive any formality, informality, information and/or errors in the statement, to accept the statement considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best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

**Failure to submit all information as detailed on the Statement Submission Checklist and/or submission of an incomplete or inaccurate qualification statement are sufficient reasons to declare a statement as non-responsive and subject to disqualification.**

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

<b>Name</b>	<b>Advertising Medium</b>	<b>Address</b>	<b>Phone/Fax</b>	<b>Email and Web Address</b>
City of Concord, NH	Posted on City Website and in City Hall Lobby	41 Green Street, Concord NH 033301	603.230-3664 603.230.3656(fax)	<a href="mailto:twaterman@concordnh.gov">twaterman@concordnh.gov</a> <a href="http://www.concordnh.gov/purchasing">www.concordnh.gov/purchasing</a>
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	<a href="mailto:plansroom@agcnh.org">plansroom@agcnh.org</a> <a href="http://www.agcnh.org">www.agcnh.org</a>
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856 603.627.4524(fax)	<a href="mailto:info@constructionsummary.com">info@constructionsummary.com</a> <a href="http://www.constructionsummary.com">www.constructionsummary.com</a>
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	<a href="mailto:bids@bidocean.com">bids@bidocean.com</a> <a href="http://www.bidocean.com">www.bidocean.com</a>
Dodge Data & Analytics	Bid House	300 American Metro Blvd. Suite 185 Hamilton, NJ 08619	607-898-2053	<a href="mailto:dodge.bidding@construction.com">dodge.bidding@construction.com</a> <a href="http://www.construction.com">www.construction.com</a>
New England Construction News - CDC News	Bid House	100 Radnor Rd S-102, State College, PA 16801	1.800.652.0008 1.888.285.3393(fax)	<a href="mailto:plans@cdcnews.com">plans@cdcnews.com</a> <a href="http://www.cdcnews.com">www.cdcnews.com</a>

CITY OF CONCORD, NEW HAMPSHIRE

  
Tina M. Waterman, Purchasing Manager

10/12/2020

Date

**STATEMENT DUE DATE/TIME: OCTOBER 27, 2020 - NOT LATER THAN 2:00 PM**

**REQUEST FOR QUALIFICATIONS & EXPERIENCE  
DESIGN/BUILD SERVICES: HIGH-VOLTAGE TRANSFORMERS REPLACEMENTS**

**SCOPE OF SERVICES**

The City of Concord Wastewater Division invites interested Design/Build Teams (the Team) to submit a written Statement of Qualifications (SOQ) to perform design/build services for the completion of the design and construction of three (3) replacement electrical transformers. In addition, the Team will complete a full condition analysis of the site's high voltage switchgear and provide a written report including recommendations on future upgrades and improvements.

To be eligible for consideration, the Team must demonstrate relevant experience to this proposed design/build project located at the Hall Street Wastewater Treatment Facility, 125 Hall Street, Concord, NH.

1. Site Description

The Hall Street Wastewater Treatment Facility was constructed in the late 1970's and was placed into service in 1980. The facility has been designed to accept and treat up to 10.1 million gallons of domestic wastewater a day from the city and surrounding communities. The site consists of a main administration building, four process buildings, and a large variety of outdoor process tanks and equipment. The site is serviced by 34,500-volt electrical service provided by Unitil. The power enters the property and is distributed through the city owned high voltage switchgear. From the high voltage switchgear, the power is fed to each of three city owned transformers prior to feeding each of the site electrical distribution systems.

2. Proposed Project Description

This project will consist of design/build services to prepare a complete set of design documents for permitting and construction in conformance with all local and federal regulatory requirements. The Team will provide all design/procurement and construction services for the successful completion of the following project elements. The Team must recognize that all work is to be completed at an active wastewater treatment facility which must maintain operations at all times during the project. Brief plant shutdowns of less than 2 hours may be permitted with prior notice to the city. In addition, if any portion of the facility is to remain on a backup power source (i.e. emergency generator) for longer than a 2-hour period a temporary backup power system will be required to be onsite and connected to the existing power system for the facility in case of emergency.

**High-Voltage Switchgear Evaluation:** The Team will conduct a full condition evaluation on the existing high voltage switchgear servicing the facility. The evaluation will provide a thorough overview and condition analysis of all components of the switchgear. The Team will provide a summary report detailing the findings of the condition evaluation and provide cost estimates and recommendations for future equipment repairs, improvements and/or replacement.

**Electrical Transformer Replacement:** The city currently owns and operates three electrical transformers at the wastewater treatment facility. These transformers include two 1,000 KVA and one 750 KVA units. The existing transformers were manufactured by General Electric and installed in 1979 as part of the original site construction. The Team will be responsible for providing a design and construction plan for the decommissioning, disposal, and replacement of the three existing city owned transformers. In addition, the Team will provide all permitting, procurement, construction, disposal and startup services required for the successful replacement of existing electrical transformers as identified.

### 3. Project Budget

The design and construction base budget have been established at \$600,000.

The entire design-build process must provide for the complete design and construction of the required electrical project, on a “turn-key” basis.

Specifically included in this design/build will be the following:

- Professional Fees / Reimbursable Expenses -- including architects, engineers, specialty consultants, and subcontractors for design development and construction
- Pre-Design Surveys and Investigations – including preliminary evaluation of the concept plan and feasibility study, constructability review and preliminary estimate, geotechnical soils report, and value engineering of concept plans, etc.
- All required permitting from federal, state, county and local governing jurisdictions
- Site Development – demolition work including removal and disposal of existing transformers and concrete mounting pad (if not reused)
- New Construction – includes any new concrete structures, conduit and wiring, or any other new construction required for a successful installation
- Construction Inspection, Quality Control and Quality Assurance
- Design and Construction Contingencies / Allowances
- Complete field “as-built” documentation and final electronic “record” drawings
- Start-up, commissioning, testing, and staff training in the use of all systems.
- Preparation of full Operation and Maintenance (O&M) manuals

Reviews will be done by the Wastewater Treatment Division staff at a minimum of schematic design, 30% Design Development (DD) and Construction Document phases.

### 5. Project Schedule

Design development will start in fall 2020 and complete early in 2021. It is anticipated that at least 30% design development documents and cost estimates will be completed by

the end of this calendar year. Construction is anticipated to start in the spring of 2021 with project completion in the summer of 2021.

#### 6. The Use of a Design/Build Process

This project will employ the design/build project delivery process to encourage a creative problem-solving approach through the interactive efforts of an experienced, highly motivated Design/Build Team. The design/build process will foster a cooperative owner-designer-contractor effort to identify potential value enhancement concepts throughout the design and construction process. The design/build team should demonstrate enthusiasm and synergies to facilitate an optimum design.

The City's primary objective in utilizing the design/build approach for this project is to successfully meet the challenges presented by this project. These challenges will be addressed by bringing together a team of the best available design and construction experience and expertise with the City's Wastewater Division staff.

The City desires to select a cooperative, highly functional Design/Build Team with proven experience with high voltage electrical system maintenance and construction to meet a "turn-key" project that fully meets the project objective. The design/build approach is intended to allow designers, contractors and owner to work together to address any challenges concurrently, to produce an effective, comprehensive design and construction process that results in a high-quality end product for the City.

## INSTRUCTIONS TO RESPONDENTS

### I. GENERAL:

The City of Concord, New Hampshire (hereafter referred to as the CITY), is seeking the services of a professional design/build firm (hereafter referred to as the RESPONDENT) lawfully engaged in the practice of design/build high-voltage electrical services in the State of New Hampshire. Interested firms should respond to this request on or before the time due for submission.

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

Emphasis in selecting a firm shall be placed on the firm's qualifications and experience in projects similar to the one outlined in this RFQ. Given that this is a qualification-based selection process, the RESPONDENT is instructed to **NOT** submit any cost or fee statements at this time. Once a qualification-based selection is made, the selected RESPONDENT will be requested to submit a cost proposal.

The project cost shall be reviewed by the CITY to ensure it is consistent with the RESPONDENT'S proposal and that all other costs, not included as part of the fee statement, are market competitive.

### II. GUIDELINES FOR PROSPECTIVE RESPONDENTS:

It is the policy of the CITY that contracts are awarded only to responsive and responsible companies based upon their qualifications to perform the services requested. In order to qualify as responsive and responsible, a prospective RESPONDENT 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 a 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 request and provide all documentation required.

### III. STATEMENT PREPARATION:

Responses to this RFQ&E must be in the form of a Statement of Qualifications (SOQ), as outlined in this RFQ&E. Submittals must be clear and concise, organized as indicated in the outline, and with all identified sections included. If in the judgment of the City any section is absent or significantly incomplete, the City reserves the right to reject the submittal.

Interested Design/Build Teams are required to submit information relative to their qualifications, experience, project delivery approach, ability to meet the project's goals and objectives, and other criteria as listed. All information must be provided as requested for all Design/Build Team members and their key personnel to be assigned to this project.

Wherever the word "Respondent" is used in the RFQ&E, it shall mean each or any of the individuals, firms, partnerships, corporations, or Teams, submitting a prime Statement for performance of the design/build services being sought by the City for this project.

#### 1. Communications with the City

All communication with the City shall respond to the following guidelines. Address all communications to the city's Purchasing Manager,

Tina Waterman  
311 North State Street  
Concord, NH 03301  
603-230-3664

[twaterman@concordnh.gov](mailto:twaterman@concordnh.gov)

From the date of issuance by the City of this RFQ&E, and until a binding contractual agreement is executed with a selected Design/Build Team and all other firms have been notified, all communications between the city and the Teams or any of their individual members, shall be formal. Formal communications shall include, but not be limited to: (1) general inquiries, (2) pre-submittal written questions and answers, (3) site visits, and (4) addenda.

No informal communication shall occur regarding this procurement, including requests for information, comments, speculation, etc., between the Teams (or any of their individual members,) and any City employee.

#### 2. Delivery of Submittals

SOQs shall be delivered to the location indicated on the cover of this RFQ&E, on or before the hour and date indicated herein, and clearly marked as follows: RFQ&E 09-21 DESIGN/BUILD SERVICES: HIGH-VOLTAGE TRANSFORMERS REPLACEMENTS

**Submittals received after the scheduled due date and time for receipt shall not be accepted and will be returned to the Respondent unopened.** Respondents are solely responsible for the delivery of their submittal to the above location by the time and date

specified. Electronic, telephonic or fax submittals or modifications of submittals will not be considered.

Statements will be opened on the date and time due so stated in this RFQ&E. All information regarding the content of the specific submittals will remain confidential until an award is made, or all are rejected.

### 3. Format of Submittals

A SOQ submitted in response to this RFQ&E should be printed on two-sided 8-1/2" x 11" pages with plastic comb or wire spiral binding (please do not submit 3-ring binders). Combinations of text and graphic material may be used at the Respondent's discretion. Respondents are encouraged to employ methods they consider appropriate in communicating facts and qualifications specific and relevant to this project. If there are questions regarding appropriate submittal material, please contact Tina Waterman, Purchasing Manager.

Do not include any design concepts, fees, or pricing related to this project with SOQ submittals.

Respondents must submit with their Statement a signed copy of the Addendum Receipt Acknowledgement Form confirming receipt of all Addenda issued.

Submittals are to be limited to **twenty-five pages** of written material.

### 4. Interpretation of RFQ&E Documents before Submittal

Respondents who desire clarifications of Project, competition or submittal requirements may submit written questions to the Purchasing Manager. Responses to questions will be issued to all known RFQ&E holders in the form of Addenda. Questions must be received no later than seven (7) days prior to the scheduled submittal date and time. The following procedures apply:

- A. The Respondent submitting the request shall be responsible for its prompt delivery.
- B. Interpretation or correction of the RFQ&E Documents will be made only by written addendum which will be made available to each known Respondent. The city is not responsible for any other explanations or interpretations of the RFQ&E Documents.

### 5. Outline of Statements of Qualifications

Respondents shall use the following SOQ outline to describe the proposed Design/Build Team which will provide comprehensive services for the planning, design, engineering, construction, start-up, and commissioning of the project. The composition of this Team shall not be changed without presentation of sufficient cause and subsequent written approval by the City.

The SOQ shall be concise and self-contained; shall clearly and accurately display the capability, knowledge, experience and capacity of the Respondent to meet the

requirements of this RFQ&E; and must address the following specific criteria in the order and format indicated. ***(Include all of the following)***

#### 5.1 Transmittal Letter:

Provide a letter of transmittal identifying the prime Respondent and introducing the proposed Design/Build Team members. Briefly summarize the Team's background and any distinguishing qualities or capabilities that uniquely qualify the Team for this project. This letter is to be signed by the individual to be regarded as the team leader with authority to bind the team contractually. Please address the letter to Tina Waterman, Purchasing Manager.

#### 5.2 Table of Contents

The Table of Contents shall list all SOQ sections as listed below.  
***(Please tab the following SOQ sections by letter as indicated below)***

##### a. Design/Build Team Organization

Provide a diagram of the proposed Team structure, clearly describing who the prime responsible firms and individuals are, as well as the roles and responsible individuals of the proposed sub-consultants and sub-contractors.

Provide a summary of all Design/Build Team Members, including names, addresses, phone numbers and roles and responsibilities within the Team:

- The Prime Respondent
- The Design Team Leader
- Engineering, Sub-Consultants (including structural, mechanical, and electrical)
- Specialty Sub-Consultants
- The Constructor
- Major Sub-Contractors considered by the Respondent to be a critical element of the overall team. The prime Respondent shall include appropriate license number, insurance form and amount of coverage and bonding company information. Consultants and sub-contractor's need to be acceptable with wastewater staff.

##### b. Team Qualifications and Experience

Demonstrate special expertise, qualifications and experience, via similar projects completed by the Respondent and Team members. This experience must include New England projects relevant to that proposed in this RFQ&E.

- Design and Construction

List and describe in detail at least three (3) recently completed utility electrical projects which establish the Prime Respondent's and Team members' experience with projects similar to this one. Include construction costs, completion dates and references. The Respondent may list additional comparable projects which establish the Respondent's and Team members' experience with one or more of the listed characteristics. Include names and phone numbers of client contacts for all projects listed.

c. Specific Design/Build Qualifications and Experience

Demonstrate expertise, qualifications and experience of Respondent and Team members in design/build projects with similar scope and characteristics. List and describe the three (3) most recent design/build projects completed, and the roles of each of the Team members.

Indicate any specific experience these Team members and individuals have working together as a team to successfully complete projects of this type.

Describe in detail the Team's philosophy and approach to delivering a project with the design/build method. Describe the steps taken throughout the design and construction process, and how they benefit the project.

d. Key Individual Qualifications and Experience

List the individuals to be assigned to the project together with their job descriptions, qualifications and experience. Specifically describe the role each person will play in this project, and the percentage of their time which will be dedicated to this project. This list must include the following roles:

- For the Design Team Leader - the Project Manager who will be in responsible day-to-day charge of the project for its entire duration
- For each listed Design Consultant - the Project Manager who will be in responsible day-to-day charge of the project for its entire duration, and the Construction Administrator
- For the Constructor - the Project Managers who will be in responsible day-to-day charge of the project for its entire duration.
- For each listed Sub-Contractor - the office Project Managers or Superintendent / Foreman who will be in responsible day-to-day charge of the project for its entire duration. Indicate the specific role each has played in relevant or comparable projects, which the Respondent has identified in the SOQ.

e. Budget and Schedule Compliance Experience

Demonstrate the ability of the prime Respondent and each of the other listed Team members to complete projects within established budgets. Identify the originally

established design/build budgets, and the final actual cost, for each of the relevant projects which the Respondent has identified in the SOQ.

The Respondent may list additional comparable projects which establish the Respondent's and the Team's budget management experience.

Demonstrate the ability of the prime Respondent and each of the other listed Team members to complete projects within established schedules. Identify the originally established design/build schedule, and the final actual schedule, for each of the relevant projects which the Respondent has identified in the SOQ.

The Respondent may list additional comparable projects which establish the Respondent's and the Team's schedule management experience.

Identify the names and telephone numbers of client user groups and/or facilities management contacts with personal knowledge of the projects which the Respondent has identified in the SOQ as examples of schedule compliance experience.

f. Ability / Capacity of Team to Service the Project

Describe specifically the procedures the prime Respondent and each of the other listed Team members will employ to ensure that the project and the City are thoroughly supported from the earliest planning stages through the completion of the warranty period. Include examples of how these procedures have been successfully employed on previous similar projects.

Describe the current workload and availability of adequate staff to handle the project, for the prime Respondent and each of the other listed Team members. Include project schedules and staffing for current and pending projects, as well as the anticipated impact of this project on those schedules and staffing plans.

g. Client References

Identify the names and telephone numbers of client user group and facilities project management contacts with first-hand personal knowledge of the success or failure of each of the projects which the Respondent has identified in the SOQ. Include a brief description of each contact's specific role in the referenced project.

The Respondent may list additional client reference contacts for comparable projects which establish the Respondent's and the Team's qualifications and experience.

h. Other Information

The Respondent may include in this section other information it considers appropriate and relevant for this SOQ. This may include creative and innovative methods to facilitate active stakeholder participation during design development that results in optimum high-voltage electrical projects.

#### IV. EVALUATION OF QUALIFICATION AND EXPERIENCE STATEMENTS:

1. **Activities:** Initial activities will involve an evaluation and ranking of Teams' qualifications and experience with similar projects. Following the initial evaluation process the Selection Committee will determine if they have sufficient information to make a final decision or if on-site interviews will be warranted for this project.
2. **Discussions:** After the initial receipt and opening of Statements of Qualifications (SOQ), the City reserves the right to conduct discussions with those Respondents who submit a SOQ likely to be selected for award. Discussions occur when oral or written communications between the city and the Respondent are conducted for the purpose of minor clarifications involving the information essential for determining the acceptability of a SOQ or that provides the Respondent an opportunity to revise or modify its SOQ. The City will not help a Respondent bring its SOQ up to the level of other SOQs through discussions. The City will not disclose technical information pertaining to a competing SOQ. The City will not indicate to a Respondent a cost or price that it must meet to obtain further consideration nor will the City provide any information about other Respondents or SOQs. The City is willing to discuss with a Respondent any weaknesses, excesses, or deficiencies in its SOQ subsequent to award of this contract.
3. **Evaluation:** To qualify for evaluation, the SOQ must have been submitted on time and materially satisfy all mandatory requirements identified in this document. The City reserves the right to evaluate and award a contract to the Respondent who best fits the needs of the City.
4. **Selection Process Overview**

The City will use a qualifications-based process to meet the objective of assembling the most qualified Team. SOQ submittals that are responsive to the requirements of this RFQ&E will be evaluated by the Selection Committee on the basis of the following qualifications evaluation criteria.

The Design/Build Team Selection Committee will be composed of a representation of staff, administrators, and others.

Points will be awarded for each criteria item as noted:

- |  |           |
|--|-----------|
| ○ Team key individuals' qualifications and electrical experience | 25 points |
| ○ Demonstrated experience with local conditions / techniques     | 25 points |
| ○ References from similar design/build projects                  | 15 points |
| ○ Capacity of team to service the project                        | 15 points |
| ○ Completeness / compliance with Statement request               | 10 points |
| ○ Budget and schedule compliance experience                      | 10 points |

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Total 100 Points

**A qualification and experience statement evaluation form has been provided (See Attachment A herein) for more detail outlining the weighted criteria that will be used to evaluate each qualification statement.**

# GENERAL TERMS AND CONDITIONS

## 1. DEFINITIONS:

The term “contract” shall also mean agreement.

The term “quotation” shall also mean Quotation, bid, offer and qualification/experience statement.

The term “Service Provider” shall include all proposers, offerors, bidders, suppliers, vendors and contractors, and shall include their successors, transferees and assignees. Unless otherwise required by the context, “Service Provider” includes any of the Service Provider’s consultants, sub consultants, contractors, and subcontractors.

## 2. PREPARATION OF QUALIFICATIONS AND EXPERIENCE STATEMENTS:

Statements shall be submitted on the forms provided and must be signed by the Service Provider or the Service Provider’s authorized representative. The person signing the Statement shall initial any corrections to entries made on the Quotation forms.

Alternative statements will not be considered; however, additional supporting information/documents may be submitted in response to this RFQ&E.

Unless otherwise stated in the Request for Qualifications and Experience (RFQ&E), the Service Provider agrees that the Statement shall be deemed open for acceptance for sixty (60) calendar days subsequent to submittal to the City of Concord or as modified by addendum.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Manager no later than seven (7) calendar days before the Request for Qualifications & Experience due date to be considered. Any changes to the RFQ&E will be provided to all Service Providers of record.

The Service Provider shall not divulge, discuss or compare this Quotation with other Service Providers and shall not collude with any other Service Provider or parties to a Quotation whatsoever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery materials are allowed. Any such violation will result in the cancellation and/or return of materials, as applicable, and the removal from Quotation List).

## 3. TAX:

The City is exempt from all sales, use and federal excise taxes. The City’s tax exemption certificate will be provided to the successful Service Provider upon request. Quotation prices shall not include these taxes.

## 4. PRICING:

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

**5. STANDARD OF CARE, GUARANTEES & WARRANTY:**

Service Provider shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Service Provider warrants that all work shall be performed with the degree of professional skill, care, diligence, and sound practices and judgment that are normally exercised by recognized professional firms with respect to services of a similar nature. It shall be the duty of Service Provider to assure at its own expense that all work is technically sound and in conformance with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements.

All parts and labor related to contracts must be guaranteed and include a warranty. If any work is unable to be guaranteed, the contractor must inform the City, in writing, prior to the delivery of an item or any work being performed. Non-guaranteed work must be offered at a discount rate from the Quotation prices. Inspection, testing and final determination of non-warranty work shall be performed at no cost to the City.

**6. ENERGY STAR® COMPLIANCE**

The Service Provider shall provide products that earn the Energy Star® and meet the Energy Star® specifications for energy efficiency. The Service Provider is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

**7. DISADVANTAGED BUSINESS ENTERPRISES**

The City hereby notifies all Service Providers that it will affirmatively insure that in any contract entered into pursuant to this Request for Qualifications & Experience, disadvantaged business enterprises will be afforded full opportunity to submit Statements 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.

**8. ELECTION DAY CONSTRUCTION POLICY**

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

**9. SUBMISSION OF STATEMENTS:**

Statements must be submitted as directed in the RFQ&E&E documents, and on the forms provided unless otherwise specified. Statements must be typewritten or printed in ink. Statements must be mailed or delivered in person. Documents that are faxed or e-mailed will not be accepted.

**10. PROHIBITED INTERESTS**

By submitting a Statement, the Service Provider certifies that:

- (a) no officer, agent, or employee of the City who has participated in contract document negotiations on the part of the City has a pecuniary interest in the Statement;
- (b) no gratuities including, but not limited to, entertainment or gifts were offered or given by Service Provider to any officer or employee of the City of Concord with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this contract;
- (c) the Statement is made in good faith without fraud, collusion, or connection of any kind with any other prospective Service Provider for the same Request for Qualifications & Experience;
- (d) the Service Provider is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm; and
- (e) the Service Provider presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract, and that no person having such an interest shall be employed in the performance of this contract.

If any prohibited interests come to the attention of Service Provider at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Concord. If City of Concord determines that a conflict exists and was not disclosed to the City of Concord, it may terminate the contract at will or for cause.

The rights and remedies of this section shall in no way be considered for be construed as a waiver of any other rights or remedies available to the City Concord under this contract or at law.

**11. WITHDRAWAL OF STATEMENTS:**

Qualification statements may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the VENDOR to the Purchasing Manager. Negligence on the part of the Manager in preparing a statement shall not constitute a right to withdraw a statement subsequent to the statement opening. Statements may not be withdrawn for the period as indicated in the Preparation of Qualifications and Experience Statements.

**12. SERVICE PROVIDERS INTERESTED IN MORE THAN ONE STATEMENT:**

If more than one Statement is offered by any one party, or by any person or persons representing a party, all such Statements shall be rejected.

**13. RECEIPT AND OPENING OF QUALIFICATIONS & EXPERIENCE STATEMENTS:**

Qualification & Experience Statements shall be submitted prior to the time fixed in the RFQ&E. Statements received after the time so indicated shall be returned unopened.

It is the Service Provider's responsibility to take all necessary measures to ensure that the Statement is received by the deadline and in accordance with the City of Concord's requirements regardless of extreme weather or other extenuating circumstances. The Service Provider is required to ensure enough time is allowed for the Statement to be received. If the City of

Concord's Offices are closed on the due date of a Request for Qualifications & Experience, the deadline will automatically change to the next business date that the municipal offices are open.

**14. STATEMENTS RESULTS:**

All Statements received shall be considered confidential and not available for public review until after a Service Provider has been selected.

**NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.**

**15. LIMITATIONS:**

An RFQ&E 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, supplies or equipment. The City reserves the right to accept or reject any or all Statements received as a result of this request, or to cancel in part or in its entirety an RFQ&E, if it is in the best interest of the City to do so.

**16. QUALIFICATIONS & EXPERIENCE STATEMENT EVALUATION:**

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

**17. AWARD OF CONTRACT:**

The City shall issue a Notice of Award to the selected Service Provider and shall send such Notice of Award to all other non-selected Service Providers.

The contract entered into by the City shall be in response to the RFQ&E and subsequent discussions.

It is the policy of the City that contracts are awarded, among other considerations, only to responsive and responsible Service Providers. In order to qualify as responsive and responsible, a prospective Service Provider must meet the following standards as they relate to a 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 the Quotation and provide all documentation required of the Quotation

The City reserves the right to refuse to issue an award to any Service Provider that has defaulted upon a contract with the City, the State of New Hampshire, or the Federal Government, or turned such a project over to its surety for completion within the past five (5) years. Awards will not be made to any principal owner or officers that have a 10% or greater interest in a firm or

corporation that has defaulted upon a contract with the City, the State of New Hampshire, or the Federal Government within the past five (5) years. Corporations must currently be in good standing with the Secretary of State's Office in the state of incorporation.

The contract will be awarded to a responsive and responsible Service Provider based on the evaluation criteria detailed in the Request for Qualifications and their demonstrated ability to provide the technical services and support requested, and with an agreed upon timeframe and schedule. The selected Service Provider selected will be the most qualified for the services requested.

**18. DISQUALIFICATION:**

In the event Service Provider (or any of its officers, partners, principals, or employees acting with its authority) is convicted of a crime involving a public official arising out or in connection with the procurement of work to be done or payments to be made under this contract, the City of Concord may terminate the contract at will or for cause. Upon termination, Service Provider shall refund to the City of Concord any profits realized under this contract, and Service Provider shall be liable to the City of Concord for any costs incurred by the City of Concord in completing the work described in this contract. At the discretion of the City of Concord, these sanctions shall also be applicable to any such conviction obtained after the expiration or completion of the contract.

**19. PROTESTS:**

This Section sets forth the exclusive protest remedies with respect to the Request for Qualifications & Experience and any award issued thereunder. Each Service Provider, by submitting its Statement, expressly: (1) recognizes the limitation on its right to protest contained herein; (2) waives all other rights and remedies; and (3) agrees that the decision on any protest, as provided herein, shall be final. These provisions are included in the Request for Qualifications expressly in consideration for such waiver and agreement by the Service Providers. Such waiver and agreement by each Service Provider are also consideration to each other Service Provider for making the same waiver and agreement.

All protests shall be made by filing, in- hand, or first-class mail to the City's Purchasing Manager at 311 North State Street, Concord, New Hampshire, with the protest document received on or before 5:00pm on the date due for such protest.

**A. PROTESTS REGARDING THE REQUEST FOR QUALIFICATIONS:**

Service Providers may protest the terms of the Request for Quotations on the grounds that any aspect of the procurement process described herein is contrary to legal requirements applicable to the procurement. Protests regarding the Request for Quotations shall state the grounds for the protest and shall include all factual and legal documentation to establish the merits of the protest. Protests regarding the Request for Quotations shall be filed as soon as the basis for protest is known to the Service Provider, but in no event later than fifteen (15) calendar days before the Quotation due date, provided that protests regarding any Addendum shall be filed no later than five (5) business days after the Addendum is issued.

The City will distribute copies of the protest to other Service Providers, and may, in its sole discretion, request other Service Providers to submit statements or arguments regarding the protest, and may, in its sole discretion, discuss the protest with the Service Provider. No hearing will be

held on the protest. The City will issue a decision and deliver it to all Service Providers. The City's decision shall be final and binding on all Service Providers. The City may correct any error, omission or ambiguity identified in the protest and make appropriate revisions to the Request for Quotations by issuing Addenda. The failure of a Service Provider to raise a ground for a protest regarding the Request for Quotations shall preclude consideration of that ground in any protest of an award unless such ground was not and could not have been known to the Service Provider in time to protest prior to the final date for such protests. The City may extend the Quotation due date, if necessary, to address any such protest issues.

#### **B. PROTESTS REGARDING THE AWARD**

Protests regarding the Notice of Award must be received by the City within seven (7) calendar days after the City's issuance of the Notice of Award. Such protest shall state the grounds for the protest and shall include all factual and legal documentation to establish the merits of the protest. The Service Provider shall concurrently file a copy of the protest with the other Service Providers.

Other Service Providers may file, by hand-delivery or first-class mail to the City's Purchasing Manager at 311 North State Street, Concord, New Hampshire 03301, statements in support of or in opposition to the protest within seven (7) calendar days of the filing of the detailed statement of protest.

All protests regarding an award shall be resolved in accordance with the City's Contract Award Protest Policy and Procedure, which may be retrieved on-line at [www.concordnh.gov/Purchasing](http://www.concordnh.gov/Purchasing), or otherwise upon request to the City's Purchasing Manager.

The City shall issue a written decision regarding the protest within thirty (30) calendar days after the protest filing. No evidentiary hearing or oral argument shall be provided except in the sole discretion of the City. The City's decision shall be final and binding on all Service Providers.

#### **20. CANCELLATION OF AWARD:**

The City reserves the right to cancel the award without liability to the selected Service Provider, at any time before a contract has been fully executed by all parties.

#### **21. AMENDMENTS:**

A contract may be amended only in writing signed by the selected Service Provider and the City.

#### **22. CONTRACT:**

Any contract between the City and the selected Service Provider shall include: (1) Request for Qualifications & Experience and any amendments and addenda thereto; (2) all Statement documents; (3) all contract documents; and (4) the selected Service Provider's Statement in response to the RFQ&E, and any written clarification to the Statement response. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and referenced in the RFQ&E and contract documents shall govern.

**23. EXECUTION OF CONTRACT:**

The selected Service Provider shall sign (execute) the contract documents and shall satisfy all conditions set forth in the Request for Qualifications to enter into the contract and return such signed documents to the City within ten (10) calendar days from the date mailed or otherwise delivered to the successful Service Provider, or as otherwise extended in writing by the City.

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

**24. APPROVAL OF CONTRACT:**

Upon receipt of the contract and surety bonds that have been fully executed by the selected Service Provider, the City shall complete the execution of the contract in accordance with local laws or ordinances and return a copy of the fully executed contract to the selected Service Provider. Delivery of the fully executed contract, along with a Notice to Proceed to the selected Service Provider shall constitute the City's approval of the contract with the selected Service Provider.

The contract shall become effective on the date the contract is signed by the City and the selected Service Provider ("Effective Date"). If the selected Service Provider commences any services prior to the Effective Date, all services performed by the selected Service Provider prior to the Effective Date shall be performed at the sole risk of the selected Service Provider, and in the event that the contract does not become effective, the City shall have no liability to the selected Service Provider, including without limitation, any obligation to pay the selected Service Provider for any costs incurred or services performed.

**25. INSURANCE:**

The successful Service Provider shall procure and maintain insurance, in the amounts and coverage as set forth in a Request for Quotations, or otherwise required by the City, at the Service Provider's sole expense, with City approved 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 Service Provider's performance hereunder.

The City shall be named as an additional insured, as determined by the City, in said policy or policies, and the successful Service Provider shall furnish to the City original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this Agreement and renewal Certificates of Insurance if coverage has an expiration or renewal date occurring during the term of this Agreement.

In addition to the certificate(s) of insurance, the successful Service Provider shall also provide, as required by the City, an additional insured endorsement. If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the requirement for an endorsement may be fulfilled by submitting that document along with a signed declaration page referencing the blanket endorsement or policy form. The successful Service Provider shall ensure that all insurance coverage maintained or procured pursuant to this agreement shall be endorsed, as required by the City, to waive subrogation against the City, however this waiver of subrogation requirement shall not apply to any policy that includes a condition that specifically

prohibits such an endorsement or voids coverage should the successful Service Provider enter into such an agreement on a pre-loss basis. All certificates shall provide that the City be given thirty (30) days written notice prior to any change, substitution, or cancellation before the stated expiration date.

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 Service Provider's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by the City, the Service Provider shall, or shall cause any carrier engaged by the Service Provider, to insure all shipments of goods for full value.

If the contract with the Service Provider involves the performance of work by the Service Provider's employees at property owned or leased by the City, the Service Provider 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 Service Provider be deemed to be the employees of, or under the direction or control of the City for any purpose whatsoever.

**26. DELIVERY:**

Deliveries are to be made only to the City as set forth on the purchase order and in accordance with accepted commercial practices, without extra charge for packing or containers.

Deliveries that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly. Deliveries shall be inside the building, and accepted weekdays between the hours of 8:30 AM and 3:30 PM unless otherwise stated. Delivery arrangements must be made with requesting department prior to delivery.

**27. INVOICING:**

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, services, equipment 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.**

**28. 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.

**29. AUDIT:**

For a period of at least three (3) years after completion of any contract, it is the responsibility of the Service Provider to make available at the Service Provider'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.

**30. INSPECTION & EVALUATION:**

The City of Concord reserves the right to inspect the Service Provider'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.

**31. COMPLIANCE WITH LAWS:**

**(A) RSA CHAPTER 281-A, WORKER'S COMPENSATION**

The selected Service Provider shall comply with the requirements of RSA chapter 281-A, Workers' Compensation Law.

**(B) RSA CHAPTER 277-A, SAFETY DATA SHEETS:**

To the extent applicable, the selected Service Provider agrees to comply with RSA chapter 277-A.

The selected Service Provider shall submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to RSA 277-A when deliveries are made. The selected Service Provider shall deliver all containers properly labeled pursuant to RSA chapter 277-A.

Failure to submit an MSDS and/or label on each container shall constitute a violation of the contract and render Service Provider liable for any damages. Failure to submit MSDS and/or labels on each container may further result in civil or criminal penalties, including debarment and action to prevent the Service Provider from selling said substances, or mixtures containing said substances within the City. All Service Providers furnishing substances or mixtures subject to RSA chapter 277-A are cautioned to obtain and read the law referenced above.

**(C) RSA CHAPTER 277:5-a, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION CERTIFICATION:**

All Service Provider signing a contract to work on a construction, reconstruction, alteration, remodeling, installation, demolition, maintenance, or repair of any public work or building for

the City with a total project cost of \$100,000 or more shall comply with the requirements of RSA chapter 277:5-a.

**(D) RSA CHAPTER 282-A, WARRANTY OF TITLE AND AGAINST INFRINGEMENT (UCC):**

The successful Service Provider agrees to indemnify and defend the City of Concord from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the City of Concord harmless from any liability arising under the Uniform Commercial Code, RSA chapter 382-A, 2-312 (3).

**(E) CITY OF CONCORD'S ORDINANCES, FUGITIVE DUST AND NOISE ORDINANCES**

All work shall be conducted in conformance with the City's Code of Ordinances, Title I, General Code including but not limited to:

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

The City's Code of Ordinances can be viewed at [www.concordnh.gov](http://www.concordnh.gov).

**(F) NON-DISCRIMINATION**

In connection with the performance of the Services, the selected Service Provider shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the selected Service Provider, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the selected Service Provider. In addition, the selected Service Provider shall comply with all applicable copyright laws. During the term of this contract, the selected Service Provider shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, physical or mental handicap, marital status, sexual orientation, gender identity, gender expression or national origin and will take affirmative action to prevent such discrimination. If this Agreement is funded in any part by monies of the United States, the Service Provider shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Selected Service Provider further agrees to permit the State or United States access to any of the Service Provider's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**(G) OTHER LAWS AND REGULATIONS**

In addition to the laws and regulations set forth herein, the Service Provider shall keep fully informed of all state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction authority over the same. If any discrepancy or inconsistency is discovered in the

plans, drawings, specifications or contract for the work in relation to any such laws, specifications or contract for the work in relation to any such laws, ordinances, regulations, orders or decrees, the Service Provider shall forthwith report the same to the City's Project Manager in writing.

The Service Provider shall at all times observe and comply with such laws and ordinances and shall cause all agents and employees to observe and comply with such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the City and its officers, agents and servants against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, order or decrees, whether by the Service Provider or the Service Provider's employees or subcontractors.

**32. PCI-DSS: PAYMENT CARD INDUSTRY STANDARD SECURITY STANDARD:**

To the extent applicable, Service Provider is responsible for the security of cardholder data which Service Provider possesses or otherwise stores, processes, or transmits on behalf of the City of Concord. Service Provider shall abide by the rules and regulations set forth in the PCI-DSS.

**33. DEFAULT, TERMINATION OF CONTRACT FOR CAUSE AND REMEDIES:**

Any one or more of the following acts or omissions of the selected Service Provider shall constitute an event of default hereunder ("Event of Default"): (a) failure to perform the services satisfactorily or on schedule; (b) failure to submit any report required hereunder; and/or (c) failure to perform any other covenant, term or condition of this contract.

In the Event of a Default, the City shall have the right to terminate the contract. To terminate the contract, the City shall provide written notice to the Service Provider of such termination. Such written notice shall state the contract violation(s) and be delivered to the Service Provider's address as identified in the contract documents. This notice shall provide the Service Provider with fifteen (15) calendar days from the date of delivery, to correct the violation(s) to the City's satisfaction. Should the Service Provider fail to satisfactorily correct all violations within (15) fifteen calendar days, the City may terminate the contract immediately upon delivery of a Notice of Termination to the contractor. Such termination shall become effective immediately or as otherwise determined by the City.

Notwithstanding the above, the Service Provider 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.

In the event of termination for cause, all finished or unfinished work, services, documents and materials prepared by the Service Provider under the contract shall become the City's property.

The City may also terminate this contract in accordance with any other applicable contract provision.

**34. TERMINATION FOR THE CONVENIENCE OF THE CITY:**

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

If the contract is terminated by the City as provided herein, the Service Provider shall receive all amounts due and not previously paid in accordance with the contract prior to the date of the written notice and compensation for work thereafter completed as specified in the notice. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work.

In the event of termination for convenience, all finished or unfinished work, services, documents and materials prepared by the Service Provider under the contract shall become the City's property.

**35. SELECTED SERVICE PROVIDER'S RELATION TO THE CITY:**

In the performance of the awarded contract the selected Service Provider is in all respects an independent contractor and is neither an agent nor an employee of the City. Neither the selected Service Provider nor any of its officers, employees, agents or members shall have authority to bind the City or receive any benefits, workers' compensation or other emoluments provided by the City to its employees.

**36. OWNERSHIP OF QUOTATIONS AND REPORTS:**

The Statement and all materials and other documents submitted with such Statement and all supplementary materials submitted in connection with any clarification of any submitted Statement and in connection with the negotiation of any Statement with the City (collectively, "Statement Materials") shall upon submittal become the absolute property of the City and may be used by the City in connection with the Request for Qualifications and for such other purposes as the City may choose without engaging the Service Provider and without any compensation therefore being paid to the Service Provider.

The Service Providers understand that in submitting its Statement Materials to the City, Service Providers are delivering all such materials to the City in consideration of a potential award of a contract. Service Providers in doing so agree that it has received such consideration and other good and valuable consideration sufficient to transfer all right, title and interest in and to the Statement Materials to the City who shall have and retain all copyright, trademark, other intellectual property and other intangible rights, and all ownership, right, title and interest in and to the Statement Materials.

In addition, all data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Concord and the successful Service Provider shall belong exclusively to the City.

**37. ANTI-TRUST PROVISION:**

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

**38. FORCE MAJEURE:**

To the extent that the selected Service Provider is prevented by Force Majeure from carrying out, in whole or part, its obligations under this contract and the selected Service Provider gives notice and details of the Force Majeure to the City as soon as practicable (and in any event within five (5) business days after becoming aware of the Force Majeure event or circumstance), then the applicable deadlines in effect at the time of the Force Majeure may be extended up to (60) calendar days or as otherwise determined by the City at its sole discretion. The selected Service Provider shall use commercially reasonable and diligent efforts to eliminate or avoid the Force Majeure and, thereafter, promptly and diligently resume performing its obligations under this contract. As used herein, "Force Majeure" shall mean any event or circumstance that prevents either Party from performing its obligations under this Agreement, which event or circumstance (i) is not within the reasonable control, and is not the result of the fault or negligence, of the Party claiming Force Majeure, and (ii) by the exercise of reasonable due diligence, the Party is unable to overcome or avoid or cause to be avoided. Force Majeure will not be based on economic or financial hardship. In addition, a delay or inability to perform substantially attributable to a Party's failure to timely take the actions necessary to obtain and maintain all necessary permits, a failure to satisfy contractual conditions or commitments (unless otherwise caused by an event of Force Majeure), or lack of or deficiency in funding or other resources, shall each not constitute a Force Majeure. Force Majeure shall include, without limitation, events such as: fires; floods; lightning strikes; ground sliding; and earthquakes.

**39. ACCESS TO PUBLIC MEETINGS**

All City of Concord public meetings are accessible for persons with disabilities. Any person who feels that he or she may be unable to participate in a City of Concord public meeting due to a disability should, to the extent possible, call (603) 225-8570 at least 48 hours prior to the meeting so that a reasonable accommodation can be arranged.

For meetings held in the City Council Chambers, any person who is unable to access the upper level of the Council Chambers to address the City Council or any other public body may use the podium and/or microphone located at the lower level of the Council Chambers. Other reasonable accommodations may be available upon request.

**40. NON-APPROPRIATIONS:**

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 at any time, due to the non-appropriation of funds, and all future payment obligations of the City cease on the date of termination.

**41. ASSIGNMENT OR SUB-CONTRACTING:**

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

**42. EXCLUSIVITY:**

This contract will be for the goods/services described herein; however, this contract should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these goods/services from any other Service Provider.

**43. NOTICES:**

Any notice under this contract shall be made to the addresses and persons specified in the contract. All notices, requests, statements or payments shall be made in writing. Notices required to be in writing shall be delivered by hand delivery, overnight delivery, or email. Notice by hand delivery or overnight delivery will be deemed to have been received when delivered. Notice by e-mail will be deemed to have been received when such e-mail is transmitted, so long as a copy of such e-mail notice is delivered immediately thereafter by hand delivery, overnight delivery, unless confirmation of successful transmission is received, including by way of a reply to the e-mail by the receiving Party. A Party may change its address and contact information by providing notice of the same in accordance with the provisions of this Article.

**44. PROVISION REQUIRED BY LAW DEEM INSERTED:**

Each and every provision and clause required by law to be inserted in this Request for Qualifications and any subsequent contract shall be deemed to be inserted herein and this Request for Qualifications 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 Qualifications and/or contract shall forthwith be physically amended to make such insertion or correction.

**45. SEVERABILITY:**

In the event any of the provisions of this Request for Qualifications or contract are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Request for Qualifications or contract will remain in full force and effect.

**46. CHOICE OF LAW AND VENUE:**

All disagreements and disputes, if any, arising under the terms of any contract, 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 contract 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 contract, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

The Service Provider agrees that it consents to the jurisdiction of the courts of the State of New Hampshire and, as well as to the jurisdiction of all courts from which an appeal may be taken from such courts for the purpose of any suit, action or other proceeding arising out of any of their obligations hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections it may have to venue in any such courts.

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

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

**RFQ&E 09-21**  
**REQUEST FOR QUALIFICATIONS & EXPERIENCE**  
**DESIGN/BUILD SERVICES: HIGH-VOLTAGE TRANSFORMERS REPLACEMENTS**

**STATEMENT SUBMISSION CHECKLIST**

The following is a list of items, which must be submitted, in **one (1) original and one (1) identical copy**:

1. Qualification and Experience Statement
2. Qualification Certification Statement Sheet
3. Representative Projects
4. RFQ&E Exception Form
5. Form W-9
6. City of Concord Indemnification Agreement
7. Acknowledgement and Acceptance of the City's Insurance Requirements

**The successful Respondent will be required to provide, prior to contract signing, a Certificate(s) of Insurance, meeting the minimum required types and levels of coverage, that name the City as an additional insured with respect to general, automobile and umbrella liability.**

**RFQ&E 09-21  
REQUEST FOR QUALIFICATIONS & EXPERIENCE  
DESIGN/BUILD SERVICES: HIGH-VOLTAGE TRANSFORMERS REPLACEMENTS**

**QUALIFICATION CERTIFICATION STATEMENT SHEET**

THE UNDERSIGNED HEREBY CERTIFIES THAT THE FIRM (AS NAMED BELOW) IS QUALIFIED AND HAS THE APPROPRIATE AND REQUIRED EXPERIENCE AND EXPERTISE TO BE CONSIDERED FOR WORK FOR THE FOLLOWING PROJECT.



A. DESIGN/BUILD SERVICES: HIGH VOLTAGE TRANSFORMERS  
REPLACEMENTS PROJECT

THE UNDERSIGNED ACKNOWLEDGES:

1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE FIRM SUBMITTING THIS STATEMENT
2. RECEIPT OF THE FOLLOWING ADDENDA TO RFQ&E 09-21 \_\_\_\_\_
3. THE FIRM SUBMITTING THIS STATEMENT IS QUALIFIED IN THE PROJECT TYPE INDICATED ABOVE AND HAS NEVER DEFAULTED ON ANY MUNICIPAL, COUNTY, STATE OR FEDERAL CONTRACT WITHIN THE PAST FIVE (5) YEARS.

COMPANY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

PRINTED OR TYPED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

MOBILE PHONE NUMBER: \_\_\_\_\_

**STATEMENT DUE DATE/TIME: OCTOBER 27, 2020 – NO LATER THAN 2:00 PM**

**RFQ&E 09-21  
REQUEST FOR QUALIFICATIONS & EXPERIENCE  
DESIGN/BUILD SERVICES: HIGH-VOLTAGE TRANSFORMERS REPLACEMENTS**

**RFQ&E EXCEPTION FORM**

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

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

If your statement does not meet all of our RFQ&E solicitation requirements you **must** so state in the space provided below:

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Statements on company information and submission materials not meeting the requirements of the RFQ&E solicitation may be considered by the City, however, all deviations must be listed above.

If your statement does not meet our requirements for the RFQ&E, and your exceptions are not listed above, the City of Concord reserves the right to reject your Phase 1 submission.

Signed: \_\_\_\_\_  
**I DO** meet the RFQ&E submission requirements

Signed: \_\_\_\_\_  
**I DO NOT** meet the RFQ&E submission requirements as listed in this solicitation; exceptions are in the space provided.

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

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>6</b> City, state, and ZIP code</p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requestor's name and address (optional)</p>

**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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
<b>or</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.*

**RFQ&E 09-21**  
**REQUEST FOR QUALIFICATIONS & EXPERIENCE**  
**DESIGN/BUILD SERVICES: HIGH-VOLTAGE TRANSFORMERS REPLACEMENTS**

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

Vendor shall defend, indemnify, and hold harmless the City and its officials, agents, and employees (collectively, the “Indemnified Parties”) from and against all demands, claims, suits and actions seeking damages, penalties, attorney’s fees, costs, expenses, equitable relief, statutory relief or any other relief on account of bodily injury, death, personal injury, property damage, economic injury and any other injury or loss, (collectively, “Liabilities”) arising from or relating to this contract, unless the Indemnified Parties were solely negligent.

In addition, Vendor shall defend, indemnify and hold harmless the City for any costs, expenses and liabilities arising out of a claim, charge or determination that Vendor’s officers, employees, contractors, subcontractors or agents are employees of the City, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

The indemnification obligations set forth herein shall survive the term of the contract. Vendor must choose defense counsel acceptable to the City and obtain the City’s consent to any proposed settlement.

COMPANY \_\_\_\_\_

TAXPAYER INDEMNIFICATION NUMBER \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

**Failure to submit this form with your RFQ&E response may result in your qualification statement being rejected as unresponsive.**

RFQ&E 09-21  
 REQUEST FOR QUALIFICATIONS & EXPERIENCE  
 DESIGN/BUILD SERVICES: HIGH-VOLTAGE TRANSFORMERS REPLACEMENTS

INSURANCE REQUIREMENTS FOR ALL SERVICE PROVIDERS  
 (Once a Contract is awarded)

**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)	\$ 5,000

- Occurrence
- Claims Made

**Additional Coverage to Include**

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

**Commercial Automobile Liability**

Combined Single Limit	\$1,000,000
<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	\$5,000,000
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Follow Form Umbrella on ALL requested Coverage

**Other**

- 1. Professional/Errors & Omissions NA

**(X) The City of Concord must be named as Additional Insured, by written endorsement and with a waiver of subrogation favoring the City with respect to general, automobile and umbrella liability**

The above listed insurance requirements and coverage limits are acknowledged and will be provided.

\_\_\_\_\_  
 Respondent's Signature

**NOTICE OF AWARD**

Dated: \_\_\_\_\_

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY PROJECT NO. \_\_\_\_\_

PROJECT: \_\_\_\_\_

CITY CONTRACT NO.: \_\_\_\_\_

CONTRACT FOR: \_\_\_\_\_

You are notified that your Statement for the above Contract has been considered and accepted for you to provide design services for the **DESIGN/BUILD SERVICES: HIGH-VOLTAGE TRANSFORMERS REPLACEMENTS**. All terms, conditions, specifications and prices shall be in accordance with the **CITY'S** Request for Qualifications & Experience (RFQ&E 09-21 and all addenda), the **RESPONDENT'S** Statement opened on **OCTOBER 27, 2020**, and the **RESPONDENT'S** interview conducted on \_\_\_\_\_, 2020 and the **RESPONDENT'S** cost proposal dated \_\_\_\_\_, 2020.

The **CITY** shall pay to the **RESPONDENT** a negotiated project specific fee based on the attached cost proposal.

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten 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 naming the **CITY** as an additional insured, meeting the minimum required levels of coverage.

Failure to comply with these conditions within the time specified will entitle the **CITY** to consider your Statement abandoned, to annul this Notice of Award and to declare your Statement security bond forfeited.

Within ten 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)

Tina M. Waterman, Purchasing Manager  
(NAME/TITLE)

Copy to GENERAL SERVICES DEPARTMENT

## AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ by and between  
The City of Concord, New Hampshire, hereinafter called “**CITY**” and \_\_\_\_\_ doing business  
as a \_\_\_\_\_ hereinafter called “**RESPONDENT**”.

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

1. The **RESPONDENT** will commence and provide design services for the DESIGN/BUILD SERVICES: HIGH-VOLTAGE TRANSFORMERS REPLACEMENTS. All terms, conditions, specifications and prices shall be in accordance with the **CITY’S** Request for Qualifications & Experience (RFQ&E 09-21 and all addenda), the **RESPONDENT’S** Statement response opened on OCTOBER 27, 2020; the **RESPONDENT’S** interview conducted on \_\_\_\_\_, 2020 and the **RESPONDENT’S** cost proposal dated \_\_\_\_\_, 2020
2. The **RESPONDENT** will furnish all of the material, supplies, tools, equipment, labor and other services identified by RFQ&E 09-21 and all addenda as required by the **CITY**.
3. The **RESPONDENT** will commence the work required by the **CONTRACT DOCUMENTS** on the date of the **CITY’S** Notice to Proceed. The completion date for this **CONTRACT** shall be \_\_\_\_\_.
4. The **RESPONDENT** agrees to provide all of the **SERVICES** described in the **CONTRACT DOCUMENTS** and comply with the terms therein. The **CITY** shall pay the **RESPONDENT** a negotiated project specific fee based on the attached fee schedule.
5. The term “**CONTRACT DOCUMENTS**” means and includes the following:
  - (A) REQUEST FOR QUALIFICATIONS AND EXPERIENCE, RFQ&E 09-21
  - (B) RFQ&E 09-21 RESPONSE FROM THE VENDOR TO INCLUDE:
    1. QUALIFICATION AND EXPERIENCE STATEMENT
    2. PROJECT CERTIFICATION STATEMENT SHEET
  - (C) COST PROPOSAL
  - (D) CITY OF CONCORD REQUIRED CONTRACT FORMS
    1. SPECIFICATIONS EXCEPTION FORM
    2. FORM W-9
    3. INDEMNIFICATION AGREEMENT
    4. INSURANCE CERTIFICATE IN CONFORMANCE WITH RFQ&E&E 04-13 REQUIREMENTS
  - (E) LETTER OF AWARD & NOTICE OF AWARD
  - (F) AGREEMENT
  - (G) NOTICE TO PROCEED
  - (H) ADDENDA # \_\_\_\_\_ DATED \_\_\_\_\_

The **CONTRACT** between the **CITY** and the **RESPONDENT** shall include: (1) Request for Qualifications & Experience and any amendments and addenda thereto; (2) all Statement documents; (3) all contract documents; and (4) the selected **RESPONDENT'S** Statement in response to the RFQ&E, and any written clarification to the Statement response and fee schedule. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and referenced in the RFQ&E and contract documents shall govern.

6. The **CITY** shall pay the **RESPONDENT** in conformance with the terms and conditions of RFQ&E 09-21.

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: Tina M. Waterman, Purchasing Manager

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**RESPONDENT:**

By \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY PROJECT NO. \_\_\_\_\_

PROJECT: \_\_\_\_\_

CITY CONTRACT NO.: \_\_\_\_\_

CONTRACT FOR: \_\_\_\_\_

---

(Name of Contractor/RESPONDENT)

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 no 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.

CITY OF CONCORD, NEW HAMPSHIRE  
(CITY)

BY \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

Tina M. Waterman, Purchasing Manager  
(TITLE)

Copy to GENERAL SERVICES DEPARTMENT



**City of Concord, New Hampshire**

**PURCHASING DIVISION**

COMBINED OPERATIONS & MAINTENANCE FACILITY  
 311 NORTH STATE STREET  
 CONCORD, NH 03301  
 PHONE: (603) 230-3664      FAX: (603) 230-3656  
[www.concordnh.gov/Purchasing](http://www.concordnh.gov/Purchasing)

Reference: RFQ&E 09-21

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

\*   \*   \*   \*   No Statement Questionnaire   \*   \*   \*   \*

A no statement is submitted in reply to the City of Concord Request for Statements, RFQ&E 09-21, for the following reasons:

- \_\_\_\_\_ Item/Service not supplied by our company.
- \_\_\_\_\_ Statement specification (give reason(s), e.g., too restricted, not clear, etc.).
- \_\_\_\_\_ Profit margin on municipal statements too low.
- \_\_\_\_\_ Past experience with City of Concord (give specifics, e.g., payment delay, statement process, administrative problems, etc.).
- \_\_\_\_\_ Insufficient time allowed to prepare and respond to statement request.
- \_\_\_\_\_ Statement 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 statement specifications.
- \_\_\_\_\_ Other reason(s), please specify: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

.....

Company Name and Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Phone: (    ) \_\_\_\_\_

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Typed/Printed Name & Title)

**RFQ&E 09-21**  
**DESIGN/BUILD SERVICES: HIGH-VOLTAGE ELECTRICAL TRANSFORMERS**  
**ATTACHMENT A**

**STATEMENT OF QUALIFICATIONS EVALUATION FORM**

**FIRM:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PROJECT:** RFQ&E 09-21 DESIGN/BUILD SERVICES: HIGH-VOLTAGE ELECTRICAL TRANSFORMERS

**DIVISION:** GSD - Wastewater Division

RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Statement Preparation:</u> Meets Stated Requirements - Submitted all required documents / information on checklist and in the correct format.	10	0	0
<u>Design/Build Project Team:</u> Company background, team, project manager, and backup capability.	15	0	0
<u>Qualifications and Experience:</u> Respondent's experience by relative project discipline.	25	0	0
<u>Experience with Similar Projects:</u> Firm's experience in projects similar to those which the City anticipates undertaking.	25	0	0
<u>Budget and schedule compliance:</u> Can meet project deadline and within budget	10	0	0
<u>References:</u> Provides at least three (3) references from similar design/build projects	15	0	0
<b>TOTAL</b>			<b>0</b>

Rating Scale: Rate Each Category on a Score of 1-5

- 1 - Unacceptable
- 2 -
- 3 - Meets the basic content of the proposal
- 4 -
- 5 - Shows exceptional abilities, experience, understanding

**Score: Multiply the Weight by the Rating to determine the Score for each Category. Add the Scores**