

RFP38-08

City of Concord, New Hampshire
Purchasing Division

REQUEST FOR PROPOSALS

**CITY HALL CAMPUS NEEDS ASSESSMENT AND SPACE PLANNING
STUDY**

Prepared for, and in coordination with the

City Administration

Contract Documents
Proposal Documents
Specifications

Firm: _____

NON-MANDATORY INFORMATION SESSION: JUNE 13, 2008 AT 10:00 AM

PROPOSAL DUE DATE/TIME: JUNE 27, 2008 NOT LATER THAN 2:00 PM



City of Concord, New Hampshire

PURCHASING DIVISION

41 GREEN STREET

CONCORD, NH 03301

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

REQUEST FOR PROPOSALS

The City of Concord, New Hampshire (hereafter CITY) wishes to engage the services of a qualified private consulting firm experienced in the practice of developing long-range plans and conducting needs assessments for public libraries.

An overview and detailed specifications are provided later in the Request for Proposal (RFP).

A non-mandatory Information Session will be held on June 13, 2008 at 10:00 am in City Hall (2nd Floor Conference Room), 41 Green Street, Concord, NH 03301.

Proposals must be received no later than **2:00 PM on June 27, 2008** from interested firms, to be eligible for consideration by the CITY. Each statement shall be submitted to **Mr. Douglas B. Ross, Purchasing Agent, Finance Department, Purchasing Division, City of Concord, City Hall, 41 Green Street, Concord, NH 03301** in a sealed envelope which is clearly marked,

"RFP38-08

CITY HALL CAMPUS NEEDS ASSESSMENT AND SPACE PLANNING STUDY"

The fee proposal shall be submitted in a separate, sealed envelope which is clearly marked as follows:

RFP 38-08

CITY HALL CAMPUS NEEDS ASSESSMENT AND SPACE PLANNING STUDY FEE PROPOSAL

The Level of Effort and Compensation shall not be opened until after all proposals have been reviewed and evaluated and a consultant has been chosen for contract award. If the CONSULTANT'S fee proposal exceeds the City's budget for this project the CONSULTANT and the City shall enter into negotiations. If, as a result of these negotiations, the CONSULTANT'S fee still exceeds the City's budget then the Level of Effort and Compensation of the second rated CONSULTANT shall be opened. This process shall be repeated until a CONSULTANT is hired.

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

Complete copies of RFP38-08 are available from the Purchasing Division, City of Concord, City Hall, 41 Green Street, Concord, NH 03301 (603-225-8530) or online at www.onconcord.com/purchasing

All statements received will be considered confidential and not available for public review until after a CONSULTANT has been selected.

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

Failure to submit all information as detailed on the Proposal Submission Checklist and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

All proposals are advertised, at the City’s discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
City of Concord, NH	Posted on City Website and in City Hall Lobby	41 Green Street, Concord NH 033301	603.225.8530 603.230.3656(fax)	purchasing@onconcord.com www.onconcord.com/purchasing
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	plansroom@agcnh.org http://nh.agc.org
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856 603.627.4524(fax)	info@constructionsummary.com www.constructionsummary.com
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	bids@bidocean.com www.bidocean.com
McGraw Hill Construction	Bid House	880 Second Street, Manchester NH 03102	603.645.6554 603.645.6714(fax)	Priscilla_littlefield@mcgraw-hill.com www.construction.com
New England Construction News - CDC News	Bid House	100 Radnor Rd S-102, State College, PA 16801	1.800.652.0008 1.888.285.3393(fax)	mweaver@cdcnews.com www.cdcnews.com

CITY OF CONCORD, NEW HAMPSHIRE

Douglas B. Ross, Purchasing Agent

Date:_____

Proposal Due Date/Time: June 27, 2008 not later than 2:00 PM

GENERAL TERMS AND CONDITIONS

1. **PREPARATION OF PROPOSALS:** Proposals shall be submitted on the forms provided and must be signed by the CONSULTANT or the CONSULTANT'S authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

CONSULTANT must quote on all requested services unless specific directions in the advertisement, on the proposal form or in the special provisions allow for partial proposals. Failure to quote on all services may disqualify the proposal. When proposals on all services are not required, CONSULTANT shall insert the words "no proposal" where appropriate.

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base proposal response, i.e., it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in the Request for Proposal (RFP), the CONSULTANT agrees that the proposal shall be deemed open for acceptance for **ninety (90) calendar days** subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Agent no later than **seven (7) calendar days** before the Request for Proposals due date to be considered. Any changes to the Request for Proposals will be provided to all CONSULTANTS of record.

The CONSULTANT shall not divulge, discuss or compare this proposal with the proposal of any other CONSULTANT and shall not collude with any other CONSULTANT or parties to a proposal whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of services is allowed. Any such violation will result in the rejection of the offender's proposal or termination of the offender's contract, as applicable, and removal from the Proposal List.)

The CONSULTANT may be required to supply proof of compliance with proposal specifications. All costs for such proof or certificates of compliance shall be the responsibility of the CONSULTANT.

Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid; C.O.D.'s will not be accepted. Each shipment shall be identified by Purchase Order and/or RFP number, commodity description and packing list. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification.

2. **SUBMISSION OF PROPOSALS:** Proposals must be submitted as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.
3. **WITHDRAWAL OF PROPOSALS:** Proposals may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the CONSULTANT to the Purchasing Agent. Negligence on the part of the CONSULTANT in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

4. PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL: If more than one proposal is offered by any one party, or by any person or persons representing a party, all such proposals shall be rejected. A party who has quoted prices to a CONSULTANT is not thereby disqualified from quoting prices to other CONSULTANT or from submitting a direct proposal in its own behalf.
5. RECEIPT AND OPENING OF PROPOSALS: Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.
6. PROPOSAL RESULTS: All proposals and fee proposals received shall be considered confidential and not available for public review until after a CONSULTANT has been selected. All proposals shall be subject to negotiations prior to the award of a contract. **NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.**
7. TIE PROPOSALS: When identical Proposals are received, with respect to cost, service delivery, quality of service and an institution's financial adequacy award may be made by a toss of coin, with the following exception: When a tie proposal exists between a local (a business establishment within City limits) CONSULTANT and an out-of-town CONSULTANT, preference will be given to the local CONSULTANT. Any CONSULTANT having a local agent who is a bona fide resident of the CITY is considered a local CONSULTANT. If a tie proposal exists between two local CONSULTANTS, or two out-of-town CONSULTANTS, the decision may be made by a toss of coin.
8. LIMITATIONS: This Request for Proposal (RFP) does not commit the CITY to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The CITY reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the CITY to do so.
9. PROPOSAL EVALUATION: In an attempt to determine if a CONSULTANT is responsible, the CITY, at its discretion, may obtain technical support from outside sources. Each CONSULTANT will agree to fully cooperate with the personnel of such organizations.
10. AWARD OF CONTRACT: Any contract entered into by the CITY shall be in response to the proposal and subsequent discussions. It is the policy of the CITY that contracts are awarded only to responsive and responsible CONSULTANTS. In order to qualify as responsive and responsible, a prospective CONSULTANT must meet the following standards as they relate to this request:
 - Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
 - Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
 - Be able to comply with the proposed or required time of completion or performance schedule;
 - Have a demonstrated satisfactory record of performance; and
 - Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible CONSULTANT based on the qualifications, experience and work plan of the CONSULTANT, the CONSULTANT'S timeframe for providing the requested service and the CONSULTANT'S fee/price proposal. **See the proposal evaluation sheet for more detail concerning how each proposal shall be evaluated.** The CONSULTANT selected will be the most qualified and not necessarily the CONSULTANT with the lowest price.

The City of Concord reserves the right to waive any formality, informality, information and/or errors in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal

which will be in the best interest of the CITY; or to purchase on the open market if it is considered in the best interest of the CITY to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

11. MODIFICATIONS AFTER AWARD: The CITY reserves the right to incorporate minor modifications, which may be required by it. The CONSULTANT will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request if it can prove that the timing or extent of the modifications implies a major effort on its part.
12. CANCELLATION OF AWARD: The CITY reserves the right to cancel the award without liability to the CONSULTANT at any time before a contract has been fully executed by all parties and is approved by the CITY.
13. CONTRACT: Any Contract between the CITY and the CONSULTANT shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the CONSULTANT'S proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the CITY reserves the right to clarify any contractual relationship in writing with the concurrence of the CONSULTANT, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the CONSULTANT'S proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that this proposal shall be subject to acceptance without further clarification.
14. EXECUTION OF AGREEMENT: The successful CONSULTANT shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the CITY, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer.
15. APPROVAL OF AGREEMENT: Upon receipt of the agreement that has been fully executed by the successful CONSULTANT, the owner shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the CONSULTANT. Delivery of the fully executed agreement, along with a Notice to Proceed and a CITY purchase order, to the CONSULTANT shall constitute the CITY'S approval to be bound by the successful CONSULTANT'S proposal and the terms and conditions of the agreement.
16. FAILURE TO EXECUTE AGREEMENT: Failure of the successful CONSULTANT to execute the agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful CONSULTANT shall be just cause for cancellation of the award.
17. DISQUALIFICATION: Awards will not be made to any person, firm or company in default of a contract with the CITY, the State of New Hampshire or the Federal Government.
18. INSURANCE: The successful CONSULTANT shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents, acceptable to the CITY, at the CONSULTANT'S sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or CONSULTANT'S performance hereunder and shall furnish to the CITY certificates of such insurance and renewals thereof signed by the issuing company or agent upon the CITY'S request. Such certificates

shall name the CITY of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to thirty (30) days prior written notice to the CITY.

The CITY'S examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the CONSULTANT'S obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to or expressly waived by the CITY, the CONSULTANT shall, or shall cause any carrier engaged by the CONSULTANT to, insure all shipments of goods for full value.

If the agreement with the CONSULTANT involves the performance of work by the CONSULTANT'S employees at property owned or leased by the CITY, the CONSULTANT 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 CONSULTANT be deemed to be the employees of, or under the direction or control of the CITY for any purpose whatsoever.

19. WORKER'S COMPENSATION: All CONSULTANTS and subcontractors at every tier under the CONSULTANT will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.
20. DISAGREEMENTS AND DISPUTES: All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any agreement shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.
21. TERMINATION OF CONTACT FOR CAUSE: If, through any cause, the CONSULTANT shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of any Contract, the CITY shall thereupon have the right to terminate any Contract by giving written notice to the CONSULTANT of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the CONSULTANT under this Contract shall become the CITY'S property and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the CONSULTANT 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.

22. TERMINATION FOR THE CONVENIENCE OF THE CITY: The CITY may terminate any contract at any time by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the CITY'S property. If any Contract is terminated by the CITY as provided herein, the CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

23. **ASSIGNMENT PROVISION:** The CONSULTANT hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the CITY under this contract if so requested by the City of Concord.
24. **OWNERSHIP OF REPORTS:** All data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Concord and the successful CONSULTANT shall belong exclusively to the CITY.
25. **INVOICING:** Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage a summary statement in the following format will be provided with each invoice:

Original Contract Amount	\$\$\$\$\$\$\$\$
Plus/minus Change Orders	\$\$\$\$\$\$\$\$
Total Adjusted Contract Amount	\$\$\$\$\$\$\$\$
Work Completed to Date	\$\$\$\$\$\$\$\$
Less Previous Invoices	\$\$\$\$\$\$\$\$
Less Retainage (if any)	\$\$\$\$\$\$\$\$
Equals: Balance due this Invoice	\$\$\$\$\$\$\$\$
Balance Remaining on Contract	\$\$\$\$\$\$\$\$

All invoices must reference a valid City of Concord Purchase Order Number

26. **PAYMENT:** Invoices are due in triplicate and payable within thirty (30) days provided said work, or portion thereof, is completed in a manner acceptable to the City. Invoices are to be for the actual dollar value of the services provided. Invoice format must be in conformance with the General Terms and Conditions, Invoicing. **ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.**
27. **TAX:** The CITY is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please bill less these taxes.
28. **FUNDING OUT:** The City of Concord's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The CITY may terminate the contract, for non-appropriation of funds, and all payment obligations of the CITY cease on the date of termination.
29. **ASSIGNMENT OR SUB-CONTRACTING:** None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the CITY.
30. **EXCLUSIVITY:** This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the CITY reserves the right to obtain these services from any other consultant.
31. **COSTS:** Unless otherwise specified all costs listed are firm for the term of the contract and shall include all labor, material, transportation and discounts. No fuel surcharges shall be allowed at any time.

32. **AUDIT:** For a period of at least three (3) years after completion of any contract, it is the responsibility of the CONSULTANT to make available at the CONSULTANT'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.
33. **FORCE MAJEURE:** Neither party shall be liable for any inability to perform its obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.
34. **NOTIFICATION:** Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.
35. **SEVERABILITY:** If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.
36. **PROVISION REQUIRED BY LAW DEEM INSERTED:** Each and every provision and clause required by law to be inserted in this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposals and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Request for Proposals and Contract shall forthwith be physically amended to make such insertion or correction.
37. **DISADVANTAGED BUSINESS ENTERPRISES:** The CITY hereby notifies all consultants that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.
38. **NON-DISCRIMINATION:** Contracts for work resulting from this Request for Proposals shall obligate the CONSULTANT and the Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful consultant(s)/contractor(s).
39. **DEFINITIONS:**
- Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services.
 - Proposers shall also mean vendors, consultants, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.
40. **GOVERNING LAW:** The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

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

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

INSTRUCTIONS TO PROPOSERS

REQUEST FOR PROPOSALS

RFP 38-08

**CITY HALL CAMPUS NEEDS ASSESSMENT AND SPACE PLANNING
STUDY**

CITY OF CONCORD, NEW HAMPSHIRE

1. **GENERAL:** The City of Concord, New Hampshire (hereinafter referred to as the CITY), wishes to engage the services of professional architect / planner to facilitate and complete a Needs Assessment and Master Plan for the City Hall Campus.

The City Hall Campus is defined by the following buildings:

- ✓ City Hall (41 Green Street)
- ✓ City Hall Annex (37 Green Street)
- ✓ Police Station (35 Green Street)
- ✓ Green Street Community Center (39 Green Street)
- ✓ City Library (45 Green Street)

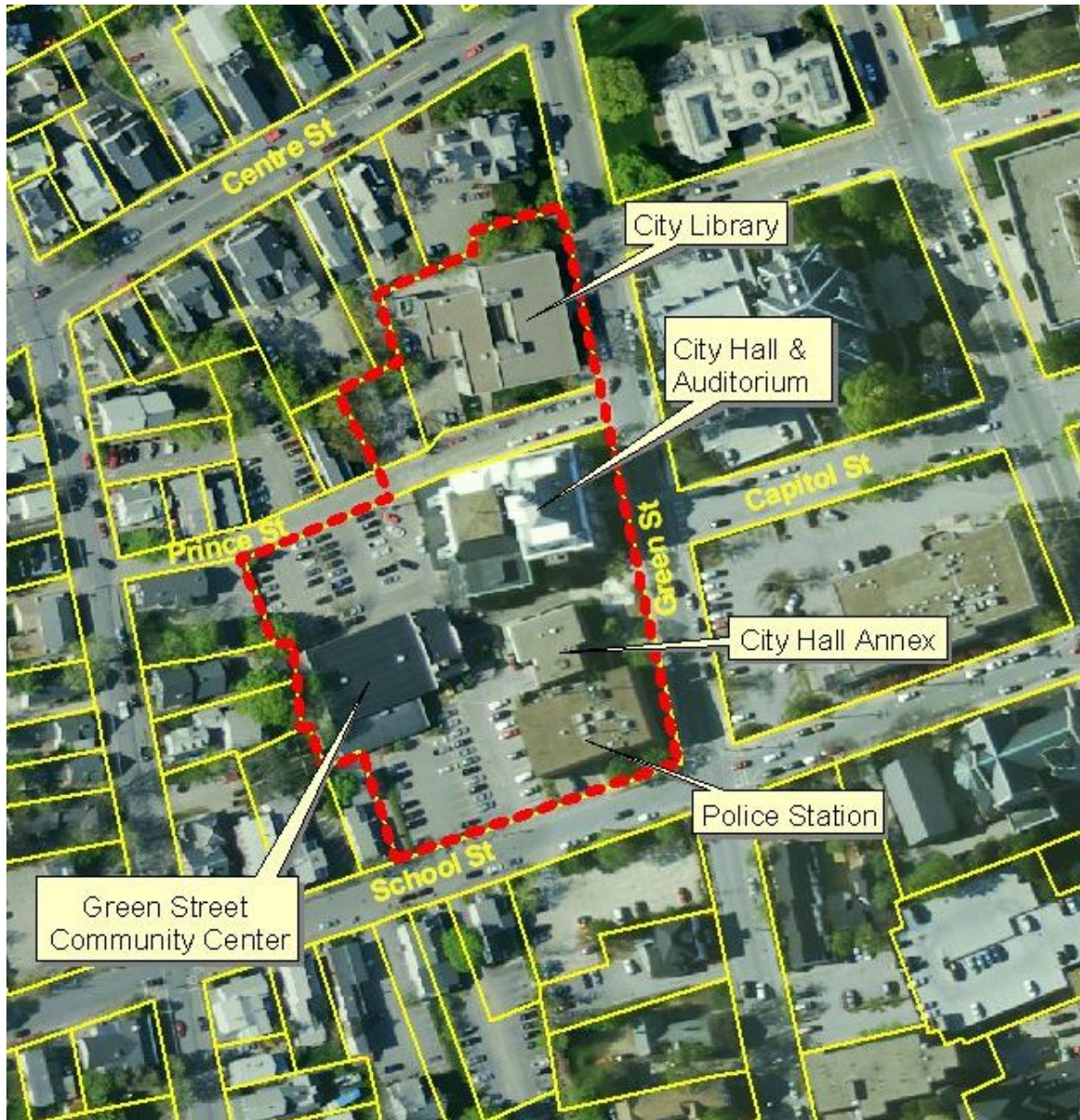
In total, the campus contains 5 buildings totaling 123,467 SF set on 3.05 acres. Combined, the site contains 3 separate surface parking lots with 97 parking spaces for use by the public, employees, and official City vehicles. Please see the aerial photograph and table for more detail below.

Table 1: Summary of City Hall Campus

Building	Year Built	Gross SF	“Useable” SF	Est. Replacement Cost (City Assessor)
City Hall	1920	46,199	29,076	\$7,358,462
City Hall Annex	1977	6,928	6,356	\$1,376,882
Police Station	1977	19,723	14,723	\$3,503,803
Green Street Community Center	1920	15,867	13,842	\$2,106,364
City Library	1938	34,750	32,226	\$5,569,732
Total		123,467	96,223	\$19,915,243

Source: City Assessing Records February 2008

Figure 1: 2005 Aerial Photograph of City Hall Campus



The purpose of this study is as follows:

- Identify trends in City staffing levels as well as immediate, intermediate, and long-term needs of all departments operating out of the City Hall Campus, as well as the Recreation and Human Services (Welfare) Departments which the City is considering relocating to the City Hall Campus;
- Examine all buildings at the City Hall Campus to determine their overall general condition, existing floor plans, level of utilization, and existing deficiencies / inefficiencies;

- Generate conceptual plans for renovation or expansion of existing buildings in order to meet current and project space needs. As part of this process, the Consultant shall also examine the possibility of acquiring adjacent properties surrounding the City Hall Campus as well as constructing new buildings or additions to existing buildings; and,
- Estimation of renovation / expansion costs, including capital and operating expenses of proposed immediate, intermediate, and long-term plans.

The Consultant shall complete this project under the following principles and assumptions:

- A. Per findings of study completed in 2007, the Concord City Library will be relocated to a new facility within Downtown Concord to be constructed by 2013. This will make the Library available for expansion of municipal office / meeting space.
 - B. The City Auditorium (an 800 seat performing arts venue attached to City Hall) will remain in operation for the foreseeable future and should not be considered for conversion into municipal office or meeting space.
 - C. The City currently suffers from lack of storage space for vital records and other important documents. This study should identify sufficient space for storage of such materials to address immediate needs, as well as anticipated needs over the next 25 years.
 - D. Whenever possible, Departments with high volume of “walk in” traffic (Collections, City Assessor, City Clerk’s Office, City Code Administration Division, etc.) should be located to make access to these offices by the Public as easy as possible.
 - E. Any plan should address the need for the City to expand on-site and on-street parking in order to meet the needs of employees and the general public.
 - F. The City Hall Campus currently suffers from a lack of meeting space. This study should set a threshold for public meeting spaces (conference rooms, etc.) to address immediate needs, as well as anticipated needs over the next 25 years.
2. SCOPE OF SERVICES REQUIRED: In order to fulfill the purpose of this study, the Consultant shall undertake the following scope of work:
- Task 1: Space Inventory / Existing Conditions: Work for this task shall include the following:
 - A. Inventory amount of space currently available within all buildings comprising the City Hall Campus, current layout and utilization of said buildings, including the preparation of scaled floor plans in AutoCAD format. This sub-task shall also include detailed analysis of trends related to staffing for all departments operating within buildings at the City Hall Campus dating back to 1980.
 - B. In conjunction with Task 1A, the Consultant shall also complete a simplistic facilities assessment for all buildings located at the City Hall Campus. The purpose of the assessment shall be to identify obvious deficiencies such as, but not limited to: type of construction, compliance with the Americans with Disability Act, deferred maintenance impacting structural conditions of buildings (if any), obvious building deterioration, condition and adequacy of core facilities, mechanical equipment, etc. The Consultant shall prepare a narrative detailing its findings for each building / space.

- Task 2: Identifying Space Needs: Work for this task shall include the following:
 - A. On site interviews with the City Manager, Department Heads based at the City Hall Campus, as well as the Recreation and Human Services (Welfare Department). Departments currently based at the City Hall Campus are as follows:
 - City Administration
 - Legal Department
 - Police Department (including Parking Enforcement);
 - Community Development (Code, Engineering, Planning, and Business Development Divisions);
 - Finance Department (including Purchasing and Collections)
 - Assessing Department
 - City Clerk's Office
 - Information Technology
 - Personnel
 - General Services Department (maintenance only)
 - B. Tour of all buildings and spaces (including meeting and storage spaces) as well as all Departments to determine current strengths and weaknesses of current spaces, as well as needs for today and the future (years 2010, 2015, 2020, 2025, and 2030).
 - C. Review of staffing trends for each department listed in Task 2A for dating to 1980 as well as creation of staffing projections based on anticipated population growth within Concord. The consultant shall also develop staffing ratios for each department in relation to the City's total population for key mile stones of 1980, 1985, 1990, 1995, 2000, and 2005. The Consultant shall provide an analysis of staffing trends in relation to total growth of the City's population. The City shall provide the consultant with historical population data and staffing levels.
 - D. Using data generated from Task 2C, the consultant shall project staffing increases for the departments listed within Task 2A for the next 25 years based on projected population growth. The consultant shall provide projections for staffing levels for each department for the years 2010, 2015, 2020, 2025, and 2030.
 - E. Creation of guidelines for the amount space required for each department based on staffing levels (both number and type and type of staff). These standards shall be summarized in tabular format with accompanying narrative in the final report.
 - F. In conjunction with representatives from the City Manager's Office, the consultant shall meet with and interview up to 10 key community leaders (including members of the City Council and other Boards and Commissions) in order to identify and discuss currently strengths and weaknesses of the City Hall campus from the viewpoint of the general public.
- Task 3: Space Programming: Once an inventory of space is created, interviews with Department Heads are completed, and historical staffing trends as well as projections are made, the Consultant shall analyze alternative layouts for all Departments and buildings located on the Campus.

As part of this effort, the Consultant shall determine optimum standards for office / cubicle sizes, as well as meeting / conference spaces, storage, as well as core facilities (public / private restrooms, copy machines / stations, mail rooms, kitchen facilities / break rooms, locker rooms, etc.) and janitorial / utility / maintenance spaces.

The Consultant shall determine the optimum gross amount of square footage required for all Departments based at the City Hall Campus, as well as the Recreation and Human Services Departments (which the City may relocate to the City Hall Campus). Space needs shall be determined for the immediate term, as well as projected forward for the year 2010, 2015, 2020, 2025, and 2030.

The Consultant shall analyze internal and external relationships between Departments as well as the public. This process shall include an access / egress personnel traffic flow analysis for building occupants and customers, both inside buildings and between facilities, including Americans with Disabilities Act (ADA) provisions and security concerns.

As part of this task, the Consultant shall specifically examine the following possibilities:

- A. Consolidation of the Community Development Department (Code Administration, Planning, Engineering, and Business Development Divisions) into a single space;
 - B. Relocation of the Code Administration Division and City Council Chambers from the City Hall Annex in order to accommodate expansion of the Police Department;
 - C. Renovation of the Concord Public Library Building into office and meeting space (pending plans to relocate the Library to a building to be constructed in the Downtown on or about 2013);
 - D. Relocation of the City Clerk's Office, Collections Division, and Assessing Offices to the City Library due to ease of access and ADA concerns;
 - E. Conversion of the Green Street Community Center into office or meeting space; and,
 - F. Alternatives which would allow for the City Recreation and Human Services (Welfare) Department to relocate to the City Hall Campus.
- Task 4: Conceptual Planning: Upon completion of the space needs analysis, and using floor plans prepared per Task 1, the Consultant shall prepare up to 4 alternative conceptual floor plans / building layouts / site plans of all existing buildings or proposed new buildings / additions to accommodate current and projected space needs. Concepts shall also examine the feasibility of:
 - A. Constructing additions to existing buildings;
 - B. Acquiring adjacent property for additions or construction of new buildings or expansion of parking areas;
 - C. Vertical expansion of the City Hall Annex (which was designed and constructed to accommodate 1 additional story);
 - D. Demolition and replacement of inefficient buildings or additions thereto; and,

- E. Enclosed at grade or aerial connections between City Hall, City Hall Annex and the Library Building.

In addition to preparing schematic floor plans, the consultant shall also prepare conceptual site plans as well as renderings of elevations detailing proposed additions to buildings (if any) as well modification / expansion for parking areas and exterior common areas / courtyard spaces.

Working with City Administration, each concept shall be evaluated and revised so as a final preferred concept is created.

- Task 5: Estimating Capital and Operating Cost for Preferred Option: Once a final concept is identified, the Consultant shall prepare an “order of magnitude” budget estimate for construction of the preferred option. This estimate shall include “soft” costs (architectural, engineering, permitting costs, etc) as well as “hard” costs (site work, utilities, building construction, landscaping, parking areas, building fit up, and furnishings). The budget shall be detailed for each building space by program area.

The Consultant shall also provide order of magnitude cost estimates for annual operating expenses associated with proposed renovations or expansions. Costs shall be focused on public and private utilities, as well as maintenance expenses (janitorial, building repair, etc.).

- Task 6: Public Presentation to City Council:
 - A. The Consultant shall prepare a Microsoft PowerPoint Presentation summarizing the key findings of the final report. A copy of said PowerPoint Presentation shall be provided to the City Manager’s Office electronically for exhibit to the City Council and other civic organizations.
 - B. The Consultant shall attend City Council meetings on an as needed basis, as determined by the City Manager, to assist with presentation of findings of said report to the City Council. The City represents that this requirement shall not exceed more than 2 evening meetings.

- 3. REPORTS / DELIVERABLES: The Consultant shall complete Tasks 1-6 no later than **one hundred eighty (180) calendar days** after award of contract.

The Consultant shall provide the City Manager’s designee with a draft report for review and approval prior to print.

The Consultant shall provide **fifty (50)** bound color copies of said report, **one (1)** unbound color copy, as well as **one (1)** copy of the report in an electronic format in both MS Word and Adobe Acrobat PDF formats.

The Consultant shall also provide the City with electronic copies of all AutoCAD files prepared for the project.

- 4. PROPOSAL PREPARATION: In order to facilitate evaluation of the Proposals, the CONSULTANT is instructed to follow the outline below in responding. **PROPOSALS THAT DO NOT FOLLOW THE OUTLINE, OR DO NOT CONTAIN THE REQUIRED INFORMATION MAY BE CONSIDERED AS UNRESPONSIVE PROPOSALS.** Additional and more detailed information may be annexed to the main body of the Proposal.

- a. **Company or Consultant Team Background Material:** Information concerning the background, experience, and reputation of the CONSULTANT which is felt to be pertinent.
- b. **Ability to Perform:** Previous work on similar projects - the CONSULTANT will demonstrate understanding of, and familiarity with projects of this type or existing similar contracts developed. Firms shall list all public library needs assessments, long-range plans, and library building programs of comparable type which they have prepared or supervised within the last five (5) years.
- c. **Local Knowledge:** The CONSULTANT will demonstrate familiarity with the City of Concord.
- d. **Project Staffing:** Individuals who will be assigned to work with the CITY will be identified, and a copy of each of their resumes will be provided. A Project Manager shall be identified who will serve as the City's principal contact person and liaison with the CONSULTANT for the duration of the contract
- e. **Backup Capability:** Resumes will be included of individuals who would be assigned to the project in the event of an unexpected problem in manpower assignment.
- f. **Consultant's Experience:** The Consultant shall provide a list of previous and current contracts, if any, awarded by a government agency or private party to the CONSULTANT which are considered identical or similar in scope of services discussed herein. The CONSULTANT must submit a list described above which shall include the following:
 - 1) Contract duration, including dates;
 - 2) Services performed;
 - 3) Name, address and telephone number of contracting agency which may be contacted for verification of all information submitted.
- g. **Work Program & Project Schedule:** The CONSULTANT shall submit a detailed project work program and schedule (with deadlines set forth in this RFP, broken down by task. Again, said project and all deliverables must be completed within **one hundred eighty (180) calendar days** after the date of award. Do not include the number of hours budgeted for each task. This information shall be detailed in the Level of Effort and Compensation provided in a separate sealed envelope (see Section 5 below).
- h. **Signature:** The proposal shall be signed by an official authorized to bind the CONSULTANT and shall contain a statement to the effect that the proposal is a firm offer and open for acceptance for a **ninety (90) day period** following the due date. The proposal shall also contain the following information: Name, title, address, and telephone number of the individual(s) with authority to contractually bind the company, and also who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information and arranging an interview.

Emphasis in selecting a CONSULTANT shall be placed on the CONSULTANT'S experience in projects similar to that which the CITY anticipates undertaking.

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

5. **FEE PROPOSAL / COMPENSATION:** The CONSULTANT shall submit **one (1) original and one (1) identical copy** of the following:
- Level of Effort: For each of the tasks outlined in the work program above, estimate the level of effort, including the number of hours budgeted for each task, for all direct and sub-contractor labor; and
 - Compensation: The proposal shall include a firm, fixed fee for services and contain hourly rates and overhead multipliers for all project personnel, as well as all reimbursable expenses such as copying, mileage, meals, and lodging (if applicable). Additional compensation for reimbursable expenses shall not be provided by the City. The Consultant shall provide a detailed price proposal for each
 - work task as outlined in this RFP. The City reserves the right to request additional detail / information concerning the price proposal before or after award of a contract.

The fee proposal shall be submitted in a separate, sealed envelope which is clearly marked as follows:

**RFP 38-08
CITY HALL CAMPUS NEEDS ASSESSMENT AND SPACE
PLANNING STUDY**

The Level of Effort and Compensation shall not be opened until after all proposals have been reviewed and evaluated and a consultant has been chosen for contract award. If the CONSULTANT'S fee proposal exceeds the City's budget for this project the CONSULTANT and the City shall enter into negotiations. If, as a result of these negotiations, the CONSULTANT'S fee still exceeds the City's budget then the Level of Effort and Compensation of the second rated CONSULTANT shall be opened. This process shall be repeated until a CONSULTANT is hired.

6. **PROPOSAL SUBMISSION:** In order to be considered responsive, **one (1) original and three (3) copies** of the Proposal must be submitted in to **Mr. Douglas Ross, Purchasing Agent, Finance Department, Purchasing Division, City Hall, 41 Green Street, Concord, NH, 03301.**

Proposals must be received **no later than 2:00 PM on June 27, 2008** to be eligible for consideration by the CITY. Each statement shall be submitted in a sealed envelope which is clearly marked as follows:

**RFP38-08
Proposal for
CITY HALL CAMPUS NEEDS ASSESSMENT AND SPACE PLANNING STUDY**

7. **TIMETABLE FOR CONSIDERATION OF PROPOSALS:** Proposals will be reviewed as soon as possible after the advertised opening date, followed by interviews and selection of a CONSULTANT. It is anticipated that a contract will be signed with a consulting firm or consultant team within fourteen (14) days of selection by the City.
8. **LIMITATIONS:** See General Terms and Conditions.
9. **REVISIONS TO THE REQUEST FOR PROPOSALS:** Any questions or inquiries must be submitted in writing and must be received by the Purchasing Agent no later than **seven (7) calendar days** before the Proposal submission date in order to be considered. Any changes to the RFP will be provided to all CONSULTANTS of record in the form of addenda.

10. PROPOSAL EVALUATION: See General Terms and Conditions.
11. INSURANCE: Per attached sheet entitled “Insurance Requirements for all Consultants”
12. CONTRACT AWARD: See General Terms and Conditions
13. MODIFICATIONS AFTER AWARD: See General Terms and Conditions
14. PAYMENT SCHEDULE: See General Terms and Conditions.
15. OWNERSHIP OF REPORTS: See General Terms and Conditions.
16. DISAGREEMENTS AND DISPUTES: See General Terms and Conditions.
17. TERMINATION OF CONTRACT FOR CAUSE: See General Terms and Conditions.
18. TERMINATION FOR THE CONVENIENCE OF THE CITY: See General Terms and Conditions.
19. CONTRACT: See General Terms and Conditions.

PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each prospective Consultant must submit the following documents, in **one (1) original and three (3) identical copies** as part of its proposal:

1. Proposal Statement.
2. Level of Effort and Compensation (Submitted in a separate sealed envelope in **one (1) original and one (1) identical copy.**)
3. Specifications Exception Form
4. Alternate Form W-9
5. City of Concord Indemnification Agreement

The successful CONSULTANT must submit, prior to contract signing, its insurance certificate (naming the City of Concord as an Additional Insured) that meets the minimum required levels of coverage detailed by RFP38-08.

CITY OF CONCORD, NEW HAMPSHIRE
SPECIFICATIONS EXCEPTION FORM

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

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

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

Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

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

Signed: _____

I DO meet specifications

Signed: _____

I DO NOT meet specifications as listed in this proposal; exceptions are in the space provided.

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

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company – Enter the tax classification (D =Disregard entity, C = Corporation, P = Partnership) <input type="checkbox"/> <input type="checkbox"/> Other	Exempt from backup withholding <input type="checkbox"/>
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	City of Concord 41 Green Street Concord NH 03301
List account number(s) here (optional)	

Part I	Taxpayer Identification Number (TIN)
---------------	---

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number –	Employer identification number –
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Part II	Certification
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Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Sign Here	Signature of U.S. Person	Date:
------------------	---------------------------------	--------------

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

CITY OF CONCORD, NEW HAMPSHIRE

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

The successful Consultant agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY _____

TAXPAYER IDENTIFICATION NUMBER _____

AUTHORIZED SIGNATURE _____

ADDRESS _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

City of Concord, New Hampshire
RFP38-08, CITY HALL CAMPUS NEEDS ASSESSMENT AND SPACE PLANNING STUDY
Insurance Requirements for All Consultants

Additional Coverage is Required if Checked *Minimum Limits Required*

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000
<input type="checkbox"/> Occurrence	
<input type="checkbox"/> Claims Made	

Additional Coverage to Include

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

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
-----------------------	-------------

- Any Auto, Symbol 1
- Include Employees as Insured

Additional Coverage to include:

<input type="checkbox"/> Garage Liability	NA
<input type="checkbox"/> Garage Keepers Legal Liability	NA

Workers Compensation

NH Statutory including Employers Liability	
- Each Accident/Disease-Policy Limit/Disease-Each Employee	\$100,000/\$500,000/\$100,000

Commercial Umbrella

May be substituted for higher limits required above	NA
<input checked="" type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

Other

<input checked="" type="checkbox"/> 1. Professional/Errors & Omissions	\$1,000,000 _____
<input type="checkbox"/> 2. Builders Risk – Renovation Form	
All Risk completed value form including Collapse	NA
Sublimit for Soft Cost Coverage	NA
<input type="checkbox"/> 3. Installation Floater (Equipment)	NA
<input type="checkbox"/> 4. Riggers Liability	NA
<input type="checkbox"/> 5. Environmental – Pollution Liability	NA
<input type="checkbox"/> 6. Aviation Liability	NA
<input type="checkbox"/> 7. Watercraft – Protection & Indemnity	NA

The City of Concord must be named as Additional Insured

NOTICE OF AWARD

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO.: RFP38-08

PROJECT: City Hall Campus Needs Assessment and Space Planning Study

CITY CONTRACT NO.: RFP38-08

CONTRACT FOR: City Hall Campus Needs Assessment and Space Planning Study

You are notified that your Proposal opened on **June 27, 2008** for the above Contract has been considered and accepted for you to provide consulting services for the City Hall Campus Needs Assessment and Space Planning Study. All terms, conditions, specifications and prices shall be in accordance with the **CITY’S** Request for Proposals (**RFP38-08, CITY HALL CAMPUS NEEDS ASSESSMENT AND SPACE PLANNING STUDY**), the **CONSULTANT’S** proposal and level of effort and fee proposal submitted in a separate sealed envelope.

The Contract Price of your contract is not to exceed _____ Dollars (\$ _____).

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within **fourteen (14) calendar days** of the date of this Notice of Award, which is by _____, 2008. You must deliver to the **CITY**:

- One fully executed counterpart of the Agreement;
- Your firm’s insurance certificate, naming the **CITY** as an additional insured, meeting the minimum required types and levels of coverage.

Failure to comply with these conditions within the time specified will entitle the **CITY** to consider your proposal abandoned and to annul this Notice of Award.

Within **ten (10) calendar days** after you comply with these conditions, the **CITY** will return to you one fully signed counterpart of the Agreement and issue a Notice to Proceed and Purchase Order.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING AGENT
(TITLE)

Copy to: Matt Walsh, City Administration

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ by and between The City of Concord, New Hampshire, hereinafter called the “**CITY**” and _____, doing business as (an individual) or (a partnership) or (a corporation) or (a limited liability company) hereinafter called the “**CONSULTANT**”.

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

1. The **CONSULTANT** will commence and provide the consulting services for the development of a master plan for the City Hall Campus Needs Assessment and Space Planning Study. All terms, conditions, specifications and prices shall be in accordance with the **CITY’S** Request for Proposals (RFP38-08), the **CONSULTANT’S** proposal response opened on **June 27, 2008** and the **CONSULTANT’S** level of effort and fee proposal submitted in a separate sealed envelope.
2. The **CONSULTANT** will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the consulting services detailed by RFP38-08.
3. The **CONSULTANT** will commence the work required by the **CONTRACT DOCUMENTS** within **ten (10) calendar days** of the date of the **NOTICE TO PROCEED**. Completion time for the project shall be not later than **one hundred eighty (180) calendar days thereafter**.
4. The **CONSULTANT** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the fixed fee for services provided with the cost proposal submitted by the **CONSULTANT**. The contract price shall be:

_____ Dollars (\$_____)

5. The term “**CONTRACT DOCUMENTS**” means and includes the following:

REQUEST FOR PROPOSALS RFP38-08 DATED _____
RFP38-08 PROPOSAL RESPONSE DATED _____
RFP38-08 SEALED LEVEL OF EFFORT AND PRICING PROPOSAL DATED _____
CITY OF CONCORD REQUIRED CONTRACT FORMS
 SPECIFICATIONS EXCEPTION FORM
 ALTERNATE FORM W-9
 INDEMNIFICATION AGREEMENT
 INSURANCE CERTIFICATE
LETTER OF AWARD DATED _____
NOTICE OF AWARD DATED _____
AGREEMENT
NOTICE TO PROCEED

CITY OF CONCORD PURCHASE ORDER NUMBER _____
ADDENDA NO. _____ DATED _____

6. The **CITY** will pay the **CONSULTANT** in the manner and at such times as set forth in the General Terms and Conditions and Instructions to Proposers such amounts as required by the **CONTRACT DOCUMENTS**.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS HEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

CITY:

CITY OF CONCORD, NEW HAMPSHIRE

BY _____

Name/Title: Douglas B. Ross, Purchasing Agent

(SEAL)

ATTEST:

Name _____

Title _____

CONSULTANT:

By _____

Name _____

(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____

(Please Type)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO.: RFP38-08

PROJECT: City Hall Campus Needs Assessment and Space Planning Study

CITY CONTRACT NO.: RFP38-08

CONTRACT FOR: City Hall Campus Needs Assessment and Space Planning Study

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 **one hundred eighty (180) calendar days thereafter.**

Before you may start any Work the General Terms and Conditions provides that you must deliver to the CITY certificates of insurance, naming the CITY as additional insured, which you are required to purchase and maintain in accordance with the Contract Documents.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY

(AUTHORIZED SIGNATURE)

PURCHASING AGENT
(TITLE)

Copy to: Matt Walsh, City Administration



Finance Department

Purchasing Division

CITY HALL - 41 GREEN STREET

Concord, NH 03301

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

Reference: **(RFP38-08, CITY HALL CAMPUS NEEDS ASSESSMENT AND SPACE PLANNING STUDY)**

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

* * * * No Proposal Questionnaire * * * *

A no proposal is submitted in reply to the City of Concord Notice to Proposers for **(RFP38-08, CITY HALL CAMPUS NEEDS ASSESSMENT AND SPACE PLANNING STUDY)**, for the following reasons:

- _____ Item/Service not supplied by our company.
- _____ Proposal specification (give reason(s), e.g., too restricted, not clear, etc.):

- _____ Profit margin on municipal proposals too low.
- _____ Past experience with City of Concord (give specifics, e.g., payment delay, proposal process, administrative problems, etc)_____
- _____ Insufficient time allowed to prepare and respond to proposal request.
- _____ Proposal requirement too large_____ or too small _____ for our company.
- _____ Priority of other business opportunities limit time/other resources available to deliver or perform according to proposal specifications.
- _____ Other reason(s), please specify: _____

Company Name and Address: _____

Phone: () _____

(Signature)

(Typed/Printed Name & Title)

ATTACHMENT A

PROPOSAL EVALUATION FORM

FIRM: _____

DATE: _____

PROJECT: RFP38-08, CITY HALL CAMPUS NEEDS ASSESSMENT AND SPACE PLANNING STUDY

DEPARTMENT/DIVISION: ADMINISTRATION

RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Proposal:</u>			
All Required Documents and Information Provided	5		
Work Program and Project Schedule	20		
Staffing Plan-Back-up Capability	10		
Consultant's Understanding of Project as Demonstrated by Proposal / Interview	20		
<u>Project Team:</u>			
Relevant Experience & Qualifications	20		
Company/Consultant Team Background Material	10		
<u>Firm/Organization:</u>			
Record of Satisfactory Performance-Experience	15		
Qualifications, Ability to Perform, Local Knowledge	20		
Financial Resources	5		
Total:			

Rating Scale: Rate Each Category on a Score of 0-10 - Unacceptable 0, Average 5, Excellent 10

Score: Multiply the Weight by the Rating to determine the Score for each Category. Add the Scores for all Categories to determine the Total Score. The vendor with the highest Total Score is awarded the contract.