

**CONTRACT DOCUMENTS AND SPECIFICATIONS**

for

**FOUNDRY PLACE PARKING**

**GARAGE OFFICE**

**RFP #07-24**

**Karen S. Conard, City Manager**

**RFP#07-24**

**REQUEST FOR PROPOSALS**

**CITY OF PORTSMOUTH NH  
Department of Public Works**

**Foundry Place Parking Office**

**Invitation**

Sealed Request for proposals, plainly marked " RFP #07-24 Foundry Place Parking Office" on the outside of the mailing envelope, as well as the sealed NON- PRICE PROPOSAL envelopes and the sealed PRICE PROPOSAL envelope, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, 3<sup>rd</sup> floor, Portsmouth, New Hampshire, 03801, will be accepted until **Tuesday March 26,2024 @ 2:00 p.m.** at which time all Non-Price Proposals will be publicly opened.

Four (4) copies of the non-price proposal and one copy of the price proposal must be sent in separate sealed envelopes.

**SCOPE OF SERVICES**

The City is seeking Proposals from qualified architectural firms for services pertaining to the proposed renovation of 4800 sf of open ground floor space in the Foundry Place parking garage at 100 Foundry Place in Portsmouth. Renovations will include new offices, staff workstations, a conference room, locker room, customer service station, staff restrooms, supply, and storage rooms per the attached Concept Plan. Proposed services for this RFP include two (2) scoping meetings with Portsmouth staff, phased Architectural design to include electrical, mechanical, data, and all finishes, Bidding and Construction Administration.

**PRE-PROPOSAL MEETING:**

There will be a **mandatory** Pre-proposal meeting held on **Monday March 11, 2024 @ 11:00 a.m.** at **Foundry Place Parking garage, 100 Foundry Place.** The mandatory pre-proposal meeting shall include a tour of the site and proposed building renovation requirements. The City will only accept proposals from firms who attend the mandatory pre-proposal meeting.

Following the pre-proposal meeting, prospective firms may submit written questions only to [purchasing@cityofportsmouth.com](mailto:purchasing@cityofportsmouth.com) no later than **March 14, 2024 @ 4:00 p.m.**

Responses to these questions will be posted on the City's website [www.cityofportsmout.com/finance/purchasing-bids-and-proposals](http://www.cityofportsmout.com/finance/purchasing-bids-and-proposals) under the project heading in the form of an Addendum by March 18, 2024 @ 4:00 p.m. Addenda and updates will NOT be sent directly to vendors.

Specifications may be obtained from the City's website at [www.cityofportsmouth.com/finance/purchasing-bids-and-proposals](http://www.cityofportsmouth.com/finance/purchasing-bids-and-proposals) under the project heading.

The City of Portsmouth reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal and to negotiate such terms and conditions of a final contract that ma be in the best interest of the City.

## REQUEST FOR PROPOSALS

### RFP 07-24 Foundry Place Garage Office

#### **Purpose**

The City of Portsmouth, New Hampshire seeks specific qualifications from interested architectural firms that can provide professional services for existing shell and core conditions of the ground floor space at the Foundry Place Parking Garage at 100 Foundry Place in Portsmouth. Each Proposer must submit four copies of the "Non-Price Proposal" and a "Price Proposal" in its own sealed envelope.

#### **SITE VISITATION AND ADDITIONAL INFORMATION**

A **mandatory** pre-proposal meeting shall be held on **Monday March 11,2024 @ 11:00 a.m.** at 100 Foundry Place to view the existing space and be advised of the City's building requirements.

#### **SCOPE OF SERVICES**

This Project is separated into four phases. The first three phases will be for architectural and engineering design services and Bid Assistance, the fourth phase will be for Construction Administration services. It is the City's intent to award all phases to the same consultant. At a minimum, this project shall include the following work. The successful Proposer shall associate each of the following tasks with corresponding costs:

#### **PHASE 1 CONCEPTUAL DESIGN**

##### **Task 1-Existing Conditions Assessment and Owners Project Requirements**

Perform a site visit to survey the existing conditions of the space to be fit out and meet with Parking Division staff to determine their needs. The City will provide all available information on the utilities and existing amenities in the space, and a vision of their space requirements.

From this effort the Consultant will develop a conceptual design plan for City approval. The plan will include MEP and Data to be progressed to approximately 20% design level. In addition, an Owners Project Requirements (OPR) list will be created for the proposed fit out.

The conceptual design will include a review of the existing systems, a list of performance-based requirement specification, and a conceptual layout of major equipment including any necessary modifications to the existing systems.

**Meetings** part of this task:

- Include **one site visit** to review the associated MEP and data systems in the existing shell.

#### **PHASE 2 DESIGN PLANS**

##### **Task 1 - Architectural and Engineering Design**

After acceptance of the conceptual design by the City, prepare architectural drawings of the proposed building fit out. The plans will include MEP, data, life safety, and all disciplines needed to complete the finished project. These plans are intended for use in a bidding process and be detailed enough to be used for construction. The architectural design will include 3-part specifications suitable for use in the construction process.

**Meetings** part of this task:

- Kickoff Meeting (in person);
- Two virtual client coordination meetings using Microsoft Teams (or another suitable platform as requested by the City)

**PHASE 3 BID ASSISTANCE**

Coordinate with the City of Portsmouth who will be publicly bidding out the project. This work will include:

- preparing the project manual (the City will provide the “Front End” and Division 1 specifications),
- compiling and issuing the Construction Drawings
- attending a mandatory pre-proposal meeting,
- answering questions during bidding,
- issuing up to two addenda if required,
- and assisting in the review of the construction proposals once received.

**Meetings part of this phase:**

- Mandatory Pre proposal meeting in person

**PHASE 4 CONSTRUCTION PHASE SERVICES**

Provide the City of Portsmouth DPW with construction phase services:

- Attending **one pre-construction conference** with the City and the General Contractor, to review project communication, coordination, submittals, schedule, and other procedures, and to discuss the General Contractor’s work plan and requirements for the project.
- Review any Contractor’s shop drawings, samples, and submittals required by the Contractor.
- Log and track shop drawings, samples, and submittals using Procore (or as requested by DPW).
- Conduct **monthly construction field visits** by members of the project team to observe construction activities, progress of construction, and address construction issues as they arise.
- Conduct **periodic site meetings** to review progress with the Contractor and to aid in resolving construction-related issues as requested.
- Upon Substantial Completion of the construction, develop a Punch List for items that need to be corrected and/or replaced. Consult with the City for items to be included on the Punch List and will monitor the Contractor’s completion of the items.

**Meetings part of this phase:**

- Pre-construction meeting in person
- monthly construction field visits
- periodic site meetings

**DESCRIPTION OF THE CONSULTANT PROCUREMENT PROCESS**

**1. Request For Proposals** - Submittals at a minimum shall consist of the following:

a. Description of Firm

Brief description of the firm including location of corporate headquarters and potential satellite office proposed to manage this project.

**b. Statement of Project Requirements**

Stated in succinct terms, the consultant's understanding of what is required by this Request for Proposal.

**c. Scope of Services**

Describe in narrative form the consultant's approach and technical plan for accomplishing the work listed herein. The consultant shall provide a detailed summary of how it will develop the required tasks in accordance with the concerns and criteria listed herein.

**d. Team**

Provide the names, with their resumes, of all professional members of the team. Each team member's educational and experience background and specific skills shall be included. The team leader(s) shall be designated.

**e. Relevant Experience**

Provide the details of experience and past performance of the consultant on comparable projects for all utilities. This item should cover, at a minimum, the substantive nature of comparable projects. Consultants are required to give sufficient information on their experiences to permit the City to understand and verify the exact nature of the contributions made by the consultant to the projects listed.

**f. Commitments**

Provide a discussion of how the consultant will ensure adequate and timely completion of this project. A description of the consultant firm's overall capability and assurance that it can meet its commitment to successfully complete this project.

**g. Project Schedule**

Provide a project schedule. The required completion of the submittal of the 95% completion phase for review by the City as described in the Scope of Services is 75 days following the City's Notice to Proceed to the selected consultant. The final documents shall be complete by the Consultant within two weeks after receipt of the City review comments

**h. References**

Provide the name, title, locations, and phone number of persons who can substantiate the consultant's referenced experiences.

**i. Costs**

The consultant shall submit a cost summary required to complete the services described in its proposal for this project. Proposals shall be submitted in two parts as described in (A.).

**2. Submission of Written Qualifications**

The Selection Committee will review and evaluate the written responses to the RFP. Consulting firms making proposals must respond in writing to all requirements of this RFP. Responses should reflect detailed considerations of the issues and opportunities presented by this specific project. Any other information deemed relevant by the proposing firm should be included after the items listed below.

**3. Delivery of Proposals**

Proposals received after the deadline will be rejected and returned to the proposing firm, unopened. Faxed or emailed proposals are **NOT ACCEPTABLE**.

**4. Proposal Evaluation**

The selection committee will review the proposals as described below.

The City reserves the exclusive right to select or reject all proposals as may be in the best interest of the City.

The consultant's ability, capacity, and skill to perform within the specified time limits.

- The consultants understanding of the City's needs, the objectives, goals to be achieved, and the work involved in the project. **10 pts**
- The consultant's ability, capacity, and skill to perform within the specified time limits. **10 pts**
- The consultants experience reputation, efficiency, judgement and integrity. **20 pts**
- The Consultants' proposal has been prepared per the instructions of the RFP, providing a project description and scope of work, schedule, list of similar projects, company profile, personnel to be assigned, and references. Client references should include the names of individuals and telephone numbers. **20 pts**

## **5. Selection**

The price proposal of the highest scoring candidate shall be opened, and the proposer will be invited to negotiate a contract with the City of Portsmouth. Should the City and the selected firm not be able to reach an agreement, the City will then negotiate with the second-highest scored firm. The City reserves the right to stop the selection process at any time prior to the awarding of a contract. There will be no reimbursement to any candidate firm if the selection process is ended.

The contract shall include among other items a requirement that the Consultant carry certain insurance policies naming the City as an additional insured. The successful Proposer shall be supplied with the available site information. Proposer shall be given **75 days** from the award of the Contract in which to complete the Scope of Work.

## **INSURANCE**

### **1) GENERAL**

**The Consultant shall purchase and maintain, for the duration of this Contract, insurance of the limits and types specified below from an insurance company approved by the City, in addition to the following:**

The Consultant agrees to pay on the behalf of and hold harmless the City of Portsmouth for all claims arising in whole or in part from its work on behalf of the City.

### **2) ADDITIONALLY INSURED**

All liability policies shall include the City of Portsmouth, NH as named Additional Insured.

- The Consultant's insurance shall be primary in the event of a loss.
- The Additional Insured endorsement must include language specifically stating that the entity is to be covered for all activities performed by, or on behalf of, the Consultant.

### **3) EVIDENCE OF INSURANCE**

As evidence of insurance coverage, the City may, in lieu of actual policies, accept official written statements from the insurance companies certifying that all the insurance policies specified below are in force for the specific period. The Consultant shall submit evidence of insurance to the City at the time of execution of the Agreement. Written notice shall be given to the City of Portsmouth, NH at least fifteen (15) days prior to the cancellation or non-renewal of such coverage.

#### **4) FORMS OF INSURANCE**

Insurance shall be in such form as will protect the Consultant from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract whether such operation by himself or by anyone directly or indirectly employed by him.

#### **5) AMOUNTS OF INSURANCE**

- A. Comprehensive General Liability:  
Bodily Injury or Property Damage - \$1,000,000
- B. Automobile and Truck Liability:  
Bodily Injury or Property Damage - \$1,000,000
- C. Professional Liability:  
Errors and Omissions - \$1,000,000

Additionally, the Consultant shall purchase and maintain the following types of insurance:

- A. Full Workers Comprehensive Insurance coverage for all people employed by the Consultant to perform work on this project. This insurance shall be in strict accordance with the requirements of the most current laws of the State.

#### **6) INDEMNIFICATION OF OWNER –**

Consultant will indemnify the City against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys' fees) arising in any way out of the Consultant's negligent performance of its obligations under this Contract. Consultant will defend all such actions with counsel satisfactory to the City at its own expense, including attorneys' fees, and will satisfy any judgment rendered against the City in such action.

#### **7) NONDISCRIMINATION**

Any entity that enters a contract for goods or services with the City of Portsmouth or any of its boards, agencies and departments and any recipient of city funds shall: Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting, or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status. Not discriminate in the performance of the contract on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

**END OF REQUEST FOR PROPOSALS**

**PRICE PROPOSAL**

**RFP 07-24 FOUNDRY PLACE PARKING OFFICE**

**To be placed in a separate envelope from Non-Price Proposal**

	FEE	EXPENSES
<b>Phase 1:</b>		
<b>Conceptual Design and Owner's requirements</b>	\$ _____	\$ _____
<b>Phase 2: Design Plans</b>	\$ _____	\$ _____
<b>Phase 3: Bidding Assistance</b>	\$ _____	\$ _____
<b>Phase 4: Construction Administration</b>	\$ _____	\$ _____

<b><u>Total Phase 1 to 4</u></b>	\$ _____	\$ _____
----------------------------------	----------	----------

The full name of all persons and parties interested in the foregoing proposal as principals are as follows:

SIGNED \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_