

RFQ&E 34-14

City of Concord, New Hampshire

Purchasing Division

CONSULTANT SERVICES PARKING SYSTEM STRATEGIC PLAN & ON CALL SERVICES

Prepared for, and in coordination with

CITY ADMINISTRATION

Contract Documents Proposal Documents & Specifications

Firm: _____

Date: _____

DUE DATE/TIME: February 28, 2014 NOT LATER THAN 2:00 PM



City of Concord, New Hampshire PURCHASING DIVISION

311 North State Street
CONCORD, NH 03301
(603) 230-3664 FAX: (603) 230-3656
www.concordnh.gov/Purchasing

REQUEST FOR PROPOSALS

The City of Concord, New Hampshire (hereafter referred to as the CITY), is seeking the services of qualified parking consultants (hereafter referred to as the CONSULTANT) lawfully engaged in the practice of this service to provide the City with 1) a strategic plan for its parking system, 2) a signage plan for the City's Durgin Block Parking Garage, and 3) on-call services which might be required in the future. An overview and detailed specifications are provided later in this Request for Qualifications and Experience (RFQ&E).

The City intends to select up to two (2) CONSULTANTS for services set forth within this RFQ&E. Assuming the selection of multiple consultants, said consultants shall have the opportunity to provide scope and fee proposals for Tasks 1 and 2 described herein. The firm with the scope and fee proposal deemed to be in the best interests of the City shall be awarded those projects, respectively.

For on-call services, the selected firms shall have the ability provide scope and fee proposals for such projects on an as needed basis as determined by the City. For said work, the City shall select the proposal deemed to be in the best interests of the City and the Consultant shall be awarded that portion of the work.

Proposals must be received **not later than 2:00 PM on February 28, 2014** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted to the **Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301** in a sealed envelope which is clearly marked,

"RFQ&E 34-14 PARKING SYSTEM STRATEGIC PLANNING & ON CALL SERVICES"

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.

Complete copies of RFQ&E 34-14 are available from the Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 (603-230-3664) or on-line at www.concordnh.gov/Purchasing.

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

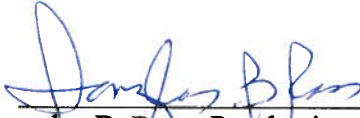
The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest 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 RFP's 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 www.agcnh.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)	Una_Taylor@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)	plans@cdcnews.com www.cdcnews.com

CITY OF CONCORD, NEW HAMPSHIRE



 Douglas B. Ross, Purchasing Manager
 Date: 1/21/14

Proposal Due Date/Time: February 28, 2014 not later than 2:00 PM

GENERAL TERMS AND CONDITIONS

1. PREPARATION OF QUALIFICATIONS AND EXPERIENCE STATEMENTS:

Statements shall be submitted on the forms provided and must be signed by the CONSULTANT or authorized representative. The person signing the statement shall initial any corrections to entries made on the statement 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 Qualification and Experience (RFQ&E), the CONSULTANT agrees that the statements provided shall be deemed open for acceptance for **sixty (60) 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 Manager no later than **seven (7) calendar days** before the RFQ&E's due date to be considered. Any changes to the RFQ&E requirements will be provided to all CONSULTANTS of record either directly or through the advertisement sites listed earlier.

The CONSULTANT shall not divulge, discuss or compare this statement with the statement of any other CONSULTANTS and shall not collude with any others on a statement whatsoever.

2. SUBMISSION OF STATEMENTS:

Statements must be submitted as directed in the RFQ&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.

3. 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 CONSULTANT 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 a period of **sixty (60) calendar days** after the date of opening indicated herein or as modified by addenda.

4. CONSULTANTS INTERESTED IN MORE THAN ONE STATEMENT:

If more than one statement is offered by any one CONSULTANT, or by any person or persons representing a CONSULTANT, all such qualifications and experience statements shall be rejected.

5. 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.

6. QUALIFICATION & EXPERIENCE STATEMENT CONFIDENTIALITY:

All qualification and experience statements received will be considered confidential and not available for public review until after the City has selected the CONSULTANTs for the scope of services described herein.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

7. LIMITATIONS:

This 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 or supplies. 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 this RFQ&E, if it is in the best interest of the City to do so.

8. QUALIFICATIONS & EXPERIENCE STATEMENT 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 submitting a response to this RFQ&E shall agree to fully cooperate in this evaluation process.

9. DISQUALIFICATION:

The City will not select any person, firm and/or corporation that has defaulted upon a contract with the City, the State of New Hampshire or the Federal Government within the past 5 years. Further, the City shall not select any firms or corporations owned, operated, or controlled by any principal owners or officers (defined as having a 10% or greater interest in said firm or corporation), which have defaulted upon a contract with the City, the State of New Hampshire or the Federal Government within the past 5 years. Corporations must currently be in good standing with the Secretary of State Office in the state in which it is incorporated.

10. INSURANCE:

The eventual successful CONSULTANT shall procure and maintain in force insurance, in the amounts and coverage detailed by the statement documents, acceptable to the CITY, at the CONSULTANT'S sole expense, with reputable and financially responsible insurance companies, acceptable to the CITY and authorized to business in the State of New Hampshire, 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 additional insured. Such policies shall contain a clause prohibiting cancellation or modifications of the policy earlier than 30 days after written notice has been received by 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 express waiver 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. In any event, workers' compensation insurance and unemployment compensation insurance, as required by laws of the State of New Hampshire, and general liability and property damage and automotive liability insurance shall, at a minimum, be provided. 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.

11. WORKER'S COMPENSATION:

All direct contractors and subcontractors at every tier under this statement 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.

12. 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.

13. TERMINATION OF CONTACT FOR CAUSE:

If, through any cause, the successful 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.

14. 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.

15. ASSIGNMENT PROVISION:

The CONSULTANT hereby agrees, if so requested by the CITY, 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 and/or a combination of contracts in restraint of trade which affect the price of goods or services obtained by the CITY under any subsequent contract.

16. 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.

17. 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	<u>\$\$\$\$\$\$\$\$</u>
Total Adjusted Contract Amount	\$\$\$\$\$\$\$\$
Work Completed to Date	\$\$\$\$\$\$\$\$
Less Previous Invoices	\$\$\$\$\$\$\$\$
Less Retainage (if any)	<u>\$\$\$\$\$\$\$\$</u>
Equals: Balance due this Invoice	\$\$\$\$\$\$\$\$
Balance Remaining on Contract	\$\$\$\$\$\$\$\$

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

18. PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the delivery of all goods and services, in an acceptable fashion, to the CITY and receipt of invoice, whichever is later.

ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.

19. TAX:

The City is exempt from all sales and Federal excise taxes. Our exemption number will be provided to the successful consultant upon request. Please bill less these taxes.

20. 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.

21. ASSIGNMENT OR SUB-CONTRACTING:

None of the goods and/or services covered by any contract between the CITY and the CONSULTANT shall be assigned in full or in part, or sub-contracted without the prior approval of the City.

22. EXCLUSIVITY:

This contract will be for the goods and services described by this RFQ&E; however, any subsequent agreement should not be considered exclusive. As deemed necessary, the CITY reserves the right to obtain these goods and/or services from any other CONSULTANT.

23. 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.

24. INSPECTION & EVALUATION:

The City of Concord reserves the right to inspect the CONSULTANT'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.

25. FUGITIVE DUST AND NOISE ORDINANCES

All work shall be conducted in conformance with Title I, General Code

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 on-line at www.concordnh.gov.

26. 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.

27. 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.

28. 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.

29. PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in this RFQ&E and any subsequent Contract shall be deemed to be inserted herein and this RFQ&E 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 RFQ&E and Contract shall forthwith be physically amended to make such insertion or correction.

30. ENERGY STAR® COMPLIANCE

The CONSULTANT shall provide products that earn the Energy Star® and meet the Energy Star® specifications for energy efficiency. The CONSULTANT is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

31. DISADVANTAGED, MINORITY, WOMEN BUSINESS ENTERPRISES

The CITY hereby notifies all CONSULTANTS that it will affirmatively insure that in any contract entered into pursuant to this RFQ&E, disadvantaged, minority, women 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.

32. NON-DISCRIMINATION

Contracts for work resulting from this RFQ&E shall obligate the CONSULTANT and the CONSULTANT'S 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.

33. 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.

34. DEFINITIONS:

Statement shall also mean quotation, bid, offer, qualification/experience statement, and services.

CONSULTANTS shall also mean consultants, offerors, bidders, contractors or any person or firm responding to a Request for Qualifications & Experience.

35. 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 RFQ&EMAY 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.

**REQUEST FOR QUALIFICATIONS & EXPERIENCE
INSTRUCTIONS TO CONSULTANTS
“PARKING STRATEGIC PLAN AND ON CALL SERVICES”**

1. GENERAL:

The City of Concord, New Hampshire (hereafter referred to as the CITY), is seeking the services of qualified parking consultants (hereafter referred to as the CONSULTANT) lawfully engaged in the practice of this service. Interested firms should respond to this request on or before the time due for submission.

A detailed statement in compliance with the designated format outlined herein is required. It is the intent of the CITY to select up to two CONSULTANTS to provide the required parking services described herein.

Trade secrets or proprietary information submitted by a CONSULTANT in connection with a competitive solicitation 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 material after award is made should be stated by the CONSULTANT.

Emphasis in selecting firms shall be placed on the firm’s qualifications and experience with providing the services requested herein or similar to those which the CITY anticipates needing.

2. PROJECT BACKGROUND:

The City of Concord, New Hampshire is seeking qualifications from professional firms to provide the following services:

- Task 1: A strategic plan for the City’s Parking System (as further described herein);
- Task 2: Signage Plan and Bid Specifications for the Durgin Block Parking Garage;
- Task 3: As needed on-call services for parking related projects / initiatives.

Upon review of the submittals to this RFQ&E, a short-list of firms will be invited to interview. **The firms ultimately selected from the interviews will be asked to submit a project scope and fee schedule for the Strategic Plan.**

Concord City Council authorized the issuance of this RFQ&E on November 12, 2013. **Final approval of any contract with the selected firm would be contingent on Council appropriation.** Assuming Council approval of funds, the selected firm would be expected to start in May 2014. Schedules for completion of Tasks 1 and 2 are included herein.

3. SUBMISSION OF STATEMENT OF QUALIFICATIONS & EXPERIENCE:

In order to be considered responsive, proposals must be submitted in **one (1) original and six (6) identical copies** to Mr. Douglas B. Ross, Purchasing Manager, Finance Department, Purchasing Division, Combined Operations & Maintenance Facility, 311 North State Street,

Concord, NH 03301.

The City must receive statement of qualifications and experience no later than **2:00 PM on February 28, 2014** to be eligible for consideration. Each statement of qualifications and experience shall be submitted in a sealed envelope, which is clearly marked:

**"RFQ&E 34-14
PARKING SYSTEM STRATEGIC PLANNING & ON CALL SERVICES"**

4. GUIDELINES FOR PROSPECTIVE CONSULTANTS:

It is the policy of the CITY that contracts are awarded only to responsive and responsible firms. In order to qualify as responsive and responsible, a prospective consulting firm must meet the following standards as they relate to this request:

- a) Have the adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- b) Have the necessary experience, organization, technical and professional qualifications, skills, and facilities;
- c) Be able to comply with the proposed or required time of completion or performance schedule;
- d) Have a demonstrated satisfactory record of performance; and
- e) Adhere to the specifications and City of Concord contract agreement provisions of this RFQ&E and provide all documentation required of this RFQ&E.

5. EVALUATION & SELECTION:

Statements will be reviewed upon receipt. An evaluation committee will be formed to evaluate the proposals. Specific evaluation criteria are detailed below and as Appendix A in this document. In the evaluation of the statements submitted, the CITY, at its discretion, may obtain technical support from outside sources. Each submitting CONSULTANT will agree to fully cooperate with the personnel of any such organization.

The City intends to select up to two (2) consultants for services set forth within this RFQ&E. Assuming the selection of multiple consultants, said consultants shall have the opportunity to provide scope and fee proposals for Tasks 1 and 2 described herein. The firm with the scope and fee proposal deemed to be in the best interests of the City shall be awarded those projects, respectively.

For on-call services, the selected firms shall have the ability provide scope and fee proposals for such projects on an as needed basis as determined by the City. For said work, the City shall select the proposal deemed to be in the best interests of the City shall be awarded that portion of the work.

6. TERM OF AWARD:

Firms selected under this RFQ&E shall be the City's on-call parking consultants for a period of three (3) years from date of selection, with the possibility of two (2), one (1) year extensions at the City's sole discretion (for a total maximum of five (5) years, combined). The City reserves the right to terminate on-call services with any consultant selected through the RFQ&E process at any time for cause or convenience, as determined by the City at its sole discretion, or to seek the services of other similar consultants for similar parking related projects if deemed to be in the City's best interests.

7. STATEMENT PREPARATION:

In order to facilitate evaluation of the Proposal Statements, the CONSULTANT is instructed to follow the outline below in responding. Statements that do not follow the outline, or do not contain the required information, may be considered as unresponsive. Additional and more detailed information may be annexed to the main body of the statement.

Statements can be submitted in letter format or as a bound document. The following information should be provided:

A. Company Background Material

Include information concerning the background, qualifications, and reputation of the CONSULTANT (and all sub-consultants which might be part of the Consultant's team) which is felt to be pertinent.

B. Ability to Perform

The CONSULTANT shall detail their work on previous projects with a similar scope of services that were completed within the last five (5) years. Current references (name, address, phone number/email address) must be provided.

C. CONSULTANT'S Experience

The City is seeking CONSULTANTS that can clearly demonstrate experience with the following:

- Municipal governments as clients;
- Development of strategic plans, business plans, and financial pro formas for municipal parking systems;
- Design, construction, and maintenance of surface parking lots and parking garages; including providing "clerk of the works" services for construction or repair of such facilities;
- Operation and management of publicly and privately owned surface lots and garages;
- Operation and management of municipal on-street parking systems;
- Innovative technologies for management of parking systems (such as, but not limited to, electronic kiosks, in-car meters, pay by license plate, smart phone apps, etc.)

- Successful track record of working with local businesses, stakeholders, and advisory boards to craft strategic plans for public parking systems.
- Working knowledge of the City's parking system, as well as Concord downtown business community;
- Ability to dedicate senior personnel and significant resources to this project;
- Ability to complete projects on tight deadlines.

D. Local Knowledge

The CONSULTANT shall demonstrate their working knowledge of the City of Concord's parking system, as well as the Concord downtown business community.

E. Staff Project Manager – Contact Person

The CONSULTANT will identify the staff project manager, along with each individual who will be assigned to work with the CITY on this project. Each individual's responsibilities will be clearly stated and a copy of their most current resume shall be attached to the proposal. **It is critical that the CONSULTANT demonstrate the ability to dedicate senior personnel and significant resources to this project.**

F. Backup Capability

The CONSULTANT will include the resumes of individuals who would be assigned to the project in the event of an unexpected problem in manpower assignment.

G. Signature

The statement shall be signed by an official authorized to bind the CONSULTANT and shall contain the name, title, address, and telephone number of the individual(s) with authority, who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.

8. COMPENSATION:

This is a qualifications based selection process and, therefore, CONSULTANTS shall **not** submit a fee proposal at this time. The successful CONSULTANTS shall be asked to submit a project scope and fee schedule for Tasks 1 and 2 upon being selected by the City. Project scopes and fee schedules submitted for Tasks 1 and 2, as well as all other on call services, shall be subject to negotiations. If the negotiations are unsuccessful with either of the top two rated CONSULTANTS, the City reserves the right to negotiate with the third rated CONSULTANT and so on until a CONSULTANT is hired.

9. PAYMENT SCHEDULE:

Invoices are due in duplicate and payable within thirty (30) days of receipt. The City's Purchase Order number must appear on all invoices submitted for payment.

PROJECT OVERVIEW, SCOPE OF SERVICES & SCHEDULE

A. Introduction: The City of Concord, New Hampshire is seeking qualifications from professional firms to provide the following services:

- Task 1: A strategic plan for the City’s Parking System (as further described herein);
- Task 2: Signage Plan and Bid Specifications for the Durgin Block Parking Garage;
- Task 3: As needed on-call services for parking related projects / initiatives.

B. About the Parking System: The City’s Parking System is a \$2.1 million operation annually. Daily operations are carried out by the City’s Parking Division, which has 8.6 employees.

Guidance for parking related policies is provided by the City’s Parking Committee. This entity is a committee appointed by the City Council and is comprised of downtown merchants, property owners, as well as representatives of the local merchant’s organization.

As part of the FY2014 Budget, the City implemented a reorganization of the City Parking Division. The reorganization, which was effective on August 19, 2013, resulted in staff within the City Manager’s Office taking on responsibilities for crafting parking policies for consideration by the Parking Committee and City Council, fiscal administration of the Parking System, approval of major Parking Division purchases, negotiation of all parking leases, preparation of the Parking Fund Pro Forma and capital budget, as well as staffing the Parking Committee.

An overview of key aspects of the Parking System is as follows:

1) Facilities: To begin, the City’s Parking System is comprised of 3 parking garages, 9 surface lots, as well as on-street parking. In total, the City actively manages approximately 3,350 parking spaces through a combination of leases, meters, and time zones, as described herein:

- a. Parking Garages: Presently, the City owns and operates 3 public parking garages, totaling 425,000SF and featuring 1,215 parking spaces. These assets are currently valued by the City Assessing Department at \$21.8 million (or roughly \$18,000 / parking space).

	Firehouse Block	Durgin Block	Capital Commons	Total
Year Constructed	1979	1985	2007	
Lot Size (Acres)	0.68	0.53	1.31	2.52
Building Size (Square Feet)	81,986	170,932	171,812	424,730
Total Spaces	232	467	516	1,215
Assessed Value	\$4,122,000	\$6,470,200	\$11,222,100	\$21,814,300
Leased	75	279	391	745
Metered	114	180	114	408
City Staff	38	0	0	38
City Vehicle	3	0	0	3
Handicap	2	8	11	21

A recent needs assessment for the Durgin Block Garage concluded that the facility requires approximately \$3.35 million in repairs, which are scheduled to be undertaken in summer 2015. The City has engaged the HL Turner Group of Concord, New Hampshire, to develop plans and specifications for repairs. A copy of the needs assessment is attached as Exhibit 1.

Currently, only the Durgin Block has a dedicated capital reserve fund.

All 3 garages were constructed to support specific economic development projects and are subject to long-term, below market lease agreements.

- b. Surface Lots: The Parking System owns and operates 9 public parking lots located in Downtown Concord, as well as Penacook Village, and McKee Square. Combined, these lots contain 203 parking spaces. Currently there are no dedicated capital reserve funds for any of these facilities.

Summary of Surface Parking Lots

	City Hall	Police	Library	Storrs Street	Hills Ave	Canal Street	Boudreau Square	Poulin Gazebo	McKee Square	Total
Address	Prince Street	School Street	Prince Street	Storrs Street	Hills Ave.	Canal St. Penacook	Village St. Penacook	Washington St. Penacook	Clinton St.	
Acres	0.4	0.4	0.11	0.33	0.3	0.3	0.1	0.12	0.25	2.31
Total Spaces	44	45	15	25	23	28	8	7	8	203
Leased	1	0	0	25	0	0	0	0	0	26
Metered*	21	0	9	0	23	0	0	0	0	53
Free	0	0	0	0	0	28	8	7	8	51
City Staff	18	22	6	0	0	0	0	0	0	46
City Vehicles	4	23	0	0	0	0	0	0	0	27

* Includes handicap spaces.

- c. On-Street System: The City’s downtown on-street system has approximately 1,922 parking spaces, of which approximately 820 spaces are metered. This figure *excludes* on-street spaces in Penacook Village and McKee Square. Meters include 76 Cale “Kiosk” units which were installed in 2010, as well as traditional mechanical meters. Currently, the City plans to add 15 more Cale units as part of its Complete Streets Project during the summer of 2015 to manage on-street spaces on South Main Street (between Fayette and Perley Streets).

2) Operational Details:

- a. Hours of Operation / Enforcement: Metered parking is in effect Monday – Friday, 8AM – 5PM. Parking is free on nights, weekends, and national holidays.

b. Rates:

- i. Meters: The metered parking rate is \$0.75 / hour for on-street spaces; \$0.50 for the 3 parking garages. These rates went into effect in 2010. Prior to that, rates for on-street and garage spaces were increased from \$0.25 / hour to \$0.50 / hour in 2005. Prior to 2005, rates had not been increased since 1986.
- ii. Leases: The City's current "market" lease rate is as follows: \$1,344 / year / covered space and \$1,044 / year / uncovered space. Both rates include taxes. The City also has a variety of long-term leases at significantly discounted rates as negotiated as part of certain downtown revitalization projects.
- c. Fines and Penalties: Please see Exhibit 2 for the current schedule of fines and penalties.
- d. Time Restrictions: Please see Exhibit 3 for more information.
- e. Neighborhood Parking: The City currently has one neighborhood parking program which covers that area around UNH Law School. It was established in 1992. Permits are provided to eligible residents in exchange for a \$5 refundable deposit.
- f. Overnight Parking: Concord repealed its city-wide parking ban on February 14, 2011. Prior to that, overnight on-street parking had been banned since the 1930s.

3) Staffing, Office Facilities, & Equipment:

- a. Staffing: The Parking Division is current staffed with 8.6 FTEs. This includes the Parking Supervisor, 2 administrative positions (1 which works for the police department directly), 4.6 enforcement officers, and 1 meter technician. Total compensation for FY2014 (salary and benefits) will be \$528,000, including \$56,924 for non-Parking Division staff in the Police Department.
- b. Office & Storage Space: Currently the Parking Division is based in the Police Station. The Division has a small storage facility located within the Capital Commons Parking Garage. It is estimated that total office and storage space is less than 1,000 Square Feet.
- c. Vehicles: The Division currently has 2 vehicles. The first is a 2010 Jeep Wrangler with approximately 24,000 miles, which is used primarily for enforcement activities. The second is a 2003 Ford cargo van with 47,100 miles, which was recycled from the Fire Department in 2013.

4) Parking Division Contracted Services: Currently the Parking System contracts with variety of internal City departments, as well as private vendors / contractors for a variety of services. A summary of some of these services and related costs is as follows. All figures are for FY2014.

- a. \$58,200 is charged against the Parking Fund for Downtown Snow Removal.
- b. \$73,810 is charged against the Parking Fund for General Services Department labor. Charges are for custodial and maintenance services provided by the General Services Department. Currently, only 1 staff person from General Services is assigned to the

Parking Division facilities 20 hours / week on average. Other assistance from the General Services Department is available as needed on an “on-call” basis.

- c. \$67,240 is charged against the parking fund by the City’s General Fund for a variety of building services and repairs, including \$51,100 for contract snow removal in parking garages and surface lots, as well as plowing Prince Street and Railroad Avenue rights-of-way. Other charges include work completed by General Services for striping parking spaces, installation of parking signs, etc.
 - d. \$96,150 administration fee is charged against the Parking Fund and transferred to the General Fund. These fees are charged to all enterprise and special revenue funds (such as the water, sewer, golf, and arena funds), in addition to the Parking Fund. The purpose of this payment is to help support the cost of employees carried by the General Fund employees (like the Finance Department, City Manager, and Office of Management & Budget) for time spent working on parking related business. This fee was recently increased in FY2013 from \$66,150.
- 5) *Parking Fund Overview and Fiscal Condition:* The City’s Parking Fund is a “special revenue fund”. As such, the Parking Fund is separate and autonomous from the City’s property tax supported General Fund (meaning that debt service and operating costs are supported solely by meter and lease revenues, as well as fines and penalties). With the exception of moneys transferred from the Sears Block Tax Increment Finance District for repayment of Parking Fund equity previously invested in the Capital Commons Garage Project during 2005-2007, property taxes are not used to directly support the parking fund.

The FY2014 operating budget for the Parking Fund is \$2,116,685. This includes debt service. FY2014 revenues are projected to be \$2,044,792, which results in a projected loss of \$71,893. The following charts discuss the composition of the Parking Fund’s revenues and expenditures for FY2014.

The Fiscal condition of the Parking Fund has been deteriorating for several years, with expenditures consistently exceeding revenues since 2007. Since FY2008, the Fund has lost approximately \$750,000. These losses have not gone un-noticed, and the City has attempted to shore-up the fund through a variety of measures over the past few years. Such efforts included implementation of the new Kiosk meter system, rate increases (\$0.75 / hour for on-street parking in FY2010), sale of the Theatre Street Parking Lot (\$200,000) and new leases in the Capital Commons Garage (primarily related to new development at 45 and 49 South Main Street; albeit at less than market rates).

Currently, the Parking Fund Pro Forma predicts the Fund will continue to lose money in future years, ultimately resulting in the need for financial support from the General Fund (i.e. taxpayers) starting in FY2016. (The Fund is projected to end FY2014 with approximately \$1,000 of operating capital). Assuming no change in the current status quo, the Parking Fund will require assistance from the City General Fund totaling \$971,000, combined, by FY2018.

One of the key expenditures affecting the parking fund over the past several years is debt service. In 2002, the Parking Fund had approximately \$5,500 in debt service. In FY 2014, this amount is now \$888,000. Please see the graphs on the following pages discussing debt service.

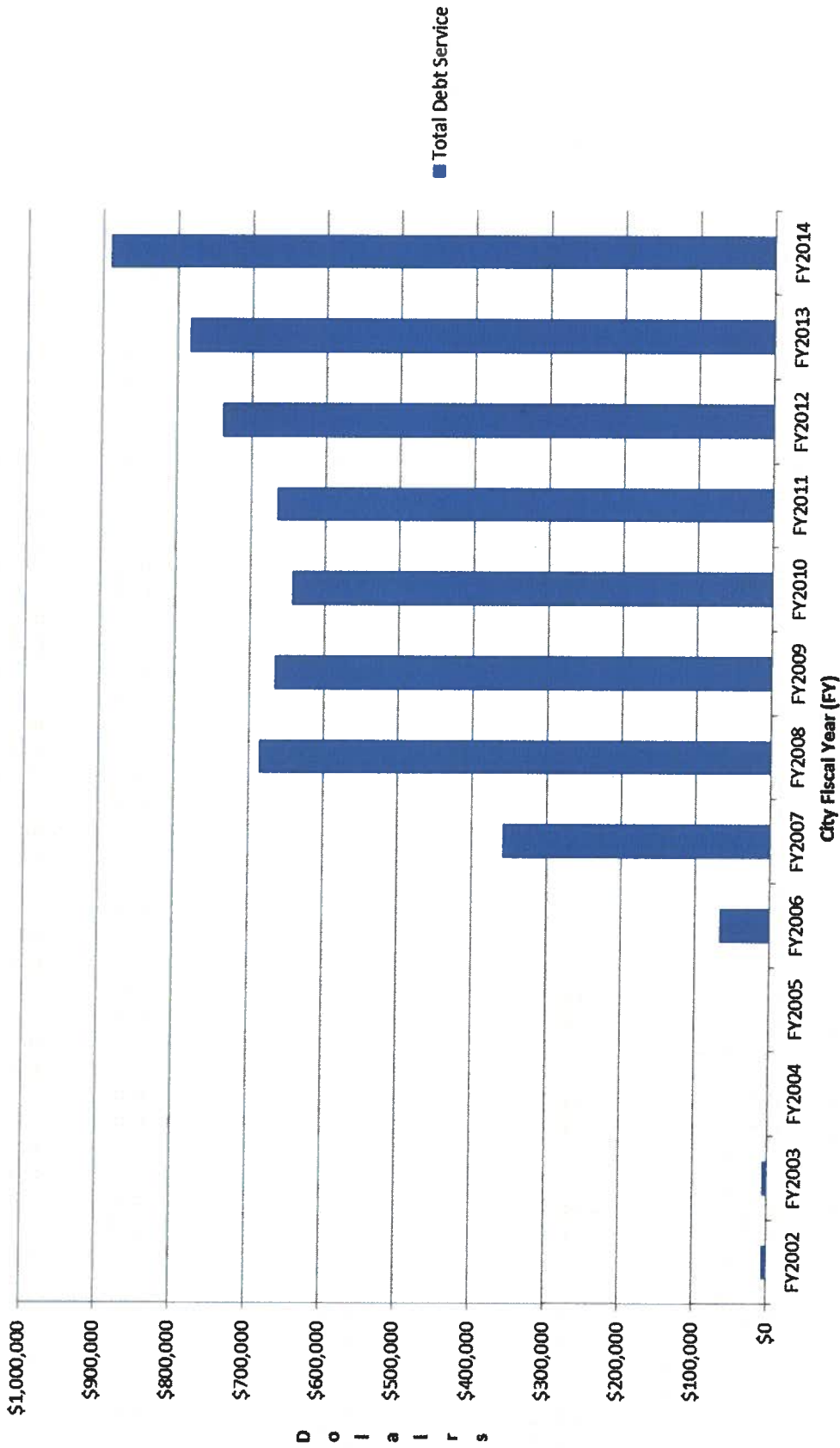
This figure will increase due to \$3.35 million of repairs required for the Durgin Block Parking Garage, which are scheduled for the summer of 2015, of which a portion of the debt service has already been issued.

Going forward, in the short term parking revenues will continue to wane due to temporary effects of the Downtown Complete Streets Project and forthcoming Durgin Block Parking Garage repairs.

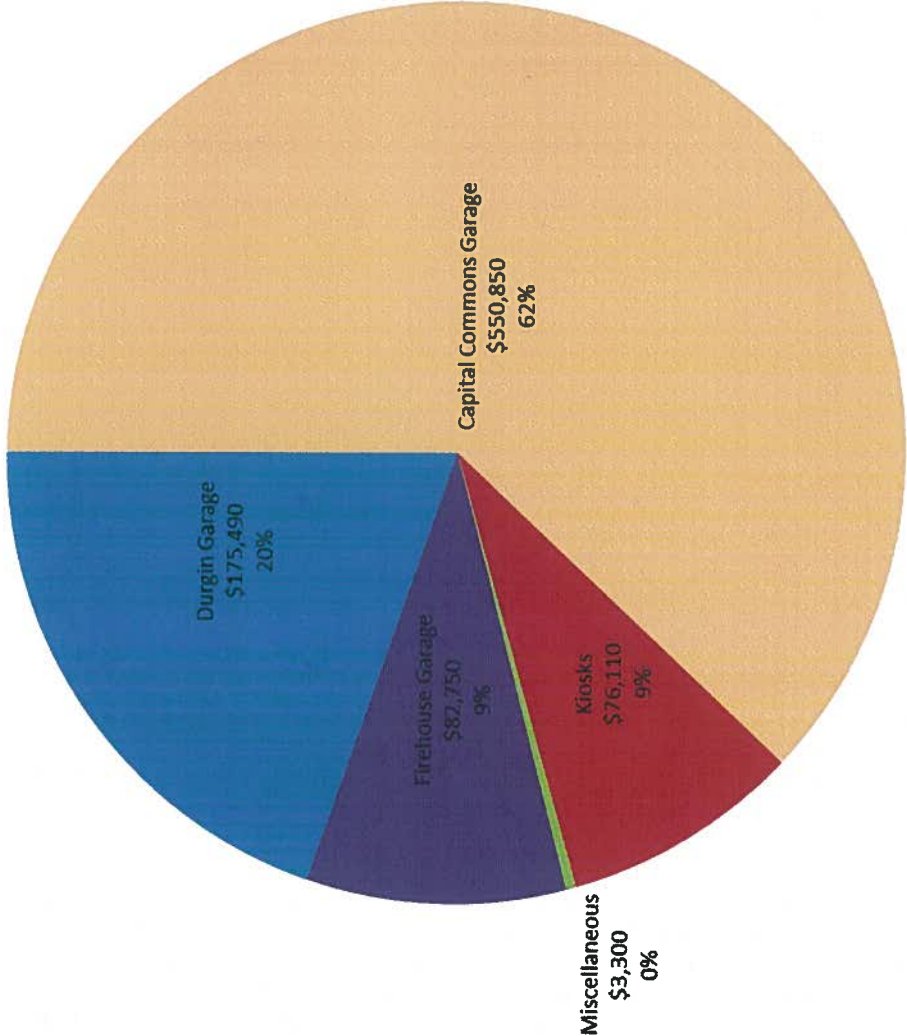
The chart on the following page describes trends in revenues, expenditures, and fund balance (a.k.a. working capital) for the Parking Fund from FY2001 – FY2014, as well as projections through FY2018. The projections assume no systemic overhaul of the parking system's financial structure or business model.

The City's Parking System is at an important crossroads. Although the system faces severe financial challenges, the City has a unique opportunity to make transformative, long-term changes to the parking system to help ensure its financial viability, as well as improve customer service. To move forward, the City desires to create a solid vision of what the parking system should be, as well as comprehensive strategic plan to implement this vision. The strategic plan shall have a planning horizon of not less than 15 years.

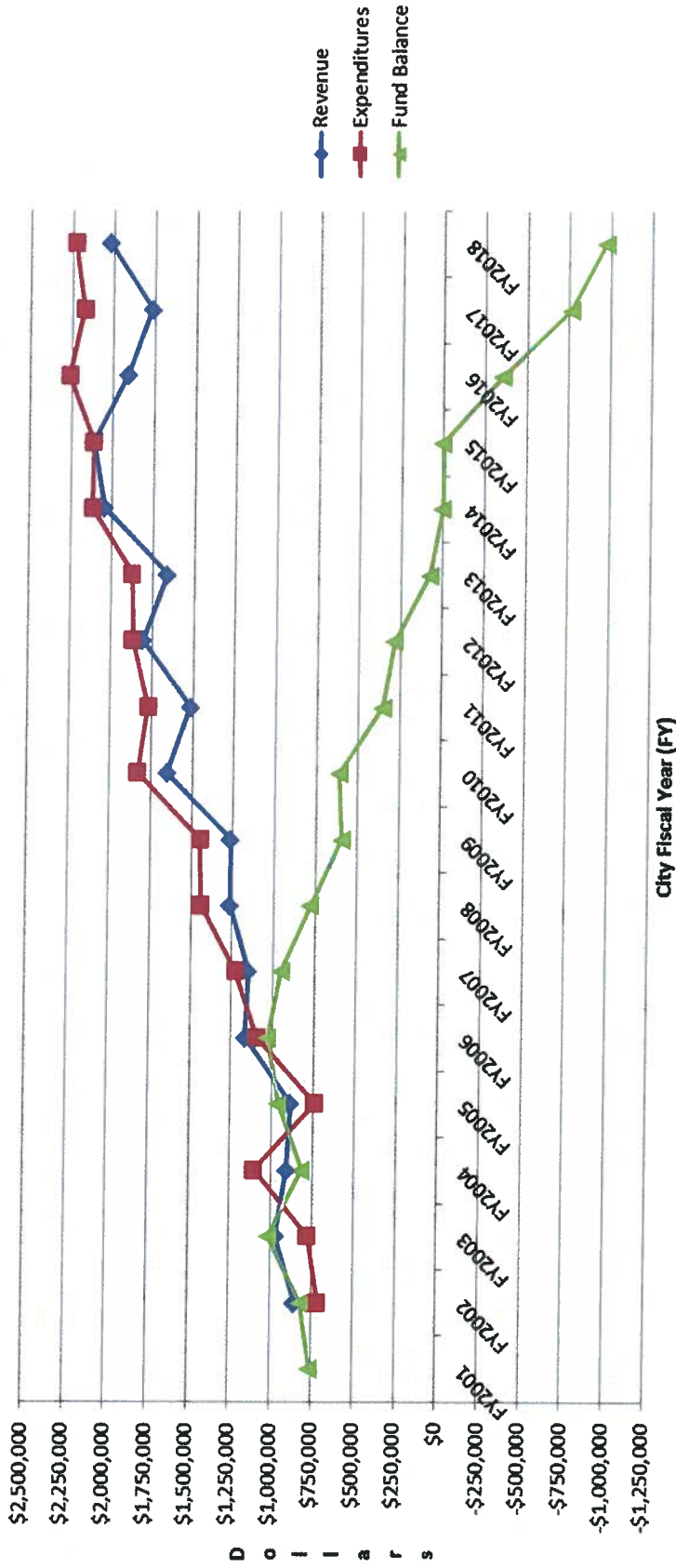
Parking Fund Total Debt Service FY2002-FY2014



Parking Fund Debt Service Profile FY2014



City Parking Fund FY2002-2018 Revenue, Expenditures & Fund Balance



C. **Scope of Services:** The selected CONSULTANT shall complete the following scope of services:

1) **Task 1: Strategic Plan:** Working with the City Administration, Parking Committee, Parking Division staff, as well as stakeholders, the selected consultant shall prepare a comprehensive strategic plan for the City's Parking Division. The City may establish an advisory committee to work with the selected CONSULTANT; however no decision in this regard had yet been made as of the date of this RFQ&E. Said plan shall have a minimum planning horizon of not less than 15 years, and shall specifically include the following tasks / components.

a. **Community & Stakeholder Input:** A key component of this effort will be gathering input from the public and stakeholders (downtown shoppers, merchants, property owners, City departments, elected officials, Intown Concord, the Merchants Roundtable, etc.). The goal of this input will be to identify the community's perceptions of the current parking system, including strengths and weaknesses thereof, as well as a vision and goals for the parking system moving forward. This feedback will help guide recommendations that will be developed as part of the strategic planning process.

As part of this task, the Consultant shall prepare and implement a public involvement plan in order to effectively engage the public in the strategic planning process.

The Consultant shall have the ability to propose its own public involvement plan; however any such strategy shall entail the following components, unless otherwise agreed by the City in writing:

i. **Public Forums:** The City envisions at least 2 public forums, as follows:

1. **Introductory Forum:** This forum will be completed relatively early in the process. The purpose of the forum will be to present some preliminary data to the public about the City's parking system. However, more importantly, the purpose of the forum will be to gather public perceptions, thoughts, and ideas about the parking system.

2. **Preliminary Review of Findings / Recommendations:** This second forum shall be held later in the process for the purpose of presenting preliminary findings and potential recommendations of the strategic planning process. Public reaction to preliminary findings and recommendations shall be considered prior to finalizing the strategic plan for presentation to the City Council.

- ii. *Social Media*: The Consultant shall work to engage the public through social media. This shall include creation of a project website for the dissemination of information, as well as soliciting public input. The CONSULTANT shall also be responsible for updating the City Parking Division's current Facebook Page to promote the project and disseminate information to the public. The website and Facebook Page shall be maintained regularly and kept current throughout the course of the project.
 - iii. *Focus Group Meetings with Key Constituencies*: Lastly, the CONSULTANT shall be required to attend focus group meetings with key constituencies and stakeholders throughout the course of the project. Such groups may include Intown Concord, Inc., the Merchants Round Table, the City Parking Committee, downtown property owners, City parking staff, and others which might be identified during the course of the project.
- b. *Land Use and Parking Supply Inventory*: Using raw data provided by the City, the CONSULTANT shall develop a comprehensive inventory of building development in downtown and surrounding environs by land use, supply of available parking (public, private, and on-street), as well as develop projections for anticipated land use trends over the next 15 years within the study area. This information shall be used to inform the City about the existing and projected parking demand, thereby helping decision makers craft policy with respect to management of the existing parking assets (including the on-street system) and potential construction of new assets in the future.

The geography of the study area shall be bounded by UNH Law School, Perley Street, I-93, and the Concord Center / Ferry Street. Please see Exhibit 4 for more detail.

To assist in this effort, the City shall provide the following data. The CONSULTANT shall be solely responsible for organizing and refining said data in order to accomplish this task.

- i. Geographic Information System (GIS) data layer featuring estimated parking counts for private properties, as well as public surface lots / garage and on-street spaces.
- ii. City Assessing Department data for properties within the study area. Data shall be aggregated into a spreadsheet style database organized on an individual parcel basis. Said database shall include address, land use type, total dwelling units by property, total square footage, "useable" square footage, as well as assessed value of each property within the study area.

Using these data, the City consultant shall complete a supply / demand study for all available public and private parking within the study area. Further, the City may require the CONSULTANT to subdivide the study geography into individual

neighborhoods in order to better assess supply / demand issues on a more detailed “neighborhood” level. The results of this effort shall be incorporated into the strategic plan to guide policy concerning management of existing supplies of parking, as well as potential creation of new parking facilities.

- c. Utilization Study: As part of this Task, the CONSULTANT shall compete a utilization study to determine the level and duration of utilization of spaces comprising the parking system (on-street, surface lots, and garages) within the study geography.

The goal of the utilization study will be to get a better understanding of when, how long, and how often these spaces are used (day of the week, time of day, duration of use, seasonality, etc.) on a street by street or facility basis. In some cases, the Consultant will need to determine this on a block by block basis (such as for Main Street).

Using this data, the Consultant, working with City Staff, shall craft detailed recommendations concerning the following:

- i. Management strategies on-street parking system on a street-by-street (or block-by-block) basis (time zones, meters, permits, etc.).
 - ii. Management strategies for all municipal surface lots and garages.
 - iii. Hours of enforcement. Specifically, whether to enforce parking on during evenings (past 5:00PM), weekends (Saturday, Sunday, or both), etc.
 - iv. Whether to pursue “over leasing” of facilities where possible (i.e. move away from the 1 car per space approach currently employed for parking leases).
 - v. Any other issues related to utilization of the City’s supply of public parking.
- d. Comprehensive Facility Needs Assessment, Planning, & Capital Improvement Program: For this task, the CONSULTANT shall prepare a thorough and comprehensive evaluation of all City parking facilities and development of comprehensive maintenance and improvement plan for each. The goal of this effort is to provide the City with a complete understanding of all capital needs for the parking system, thereby allowing decision makers to take such needs into consideration when developing fiscal policy for the Parking Fund.

Facilities which shall be included in this effort are as follows:

- i. Parking Garages:
 1. Firehouse Parking Garage
 2. Durgin Block Parking Garage

3. Capital Commons Parking Garage

ii. Surface Lots:

1. City Hall Parking Lot
2. Police Department Lot
3. Library Lot
4. Storrs Street Lot (beneath Centre Street Overpass)
5. Hills Avenue
6. Canal Street (Penacook)
7. Boudreau Square (Penacook)
8. Poulin Gazebo (Penacook)
9. McKee Square

iii. Miscellaneous Facilities & Equipment:

1. On-Street Meters / Parking Controls
2. Parking Division Vehicles

Items which to be reviewed for each facility shall include, but not be limited to, the following items:

- Structural components (including, but not limited to, stairwells and retaining walls)
- Architectural components (including, but not limited to, curtain walls, glazing, masonry, fixtures, finishes, etc.)
- Pavement surfaces (including, but not limited to curbing and membranes)
- Drainage systems (including, but not limited to pretreatment of storm water)
- Plumbing systems
- Electrical systems
- Mechanical systems (including, but not limited to elevators and heating associated therewith)
- Pavement (including sidewalks)
- Pavement markings
- Surveillance / Security systems (including, but not limited to security cameras, emergency phones, etc.)
- Landscaping
- Metering & Payment systems
- Lighting
- Signage (Exterior and Interior)
- Pigeon deterrent and control devices
- Wheel stops and parking barriers
- Snow gates
- Storage facilities for equipment and supplies

As part of this effort, the CONSULTANT shall generate a 20-year schedule for each facility. Said schedule shall provide recommendations for repairs on an annual basis, together with cost estimates associated therewith.

This effort will also make recommendations for establishing capital reserve funds to help off-set the future cost of major repairs / facility replacement.

In addition to repair / replacement of existing facilities, the Capital Improvement Plan shall also include the projected cost of any potential new parking facilities (garages or lots), or expansion of existing facilities, which might be recommended as part of the Land Use and Supply inventory component of the Strategic Plan.

Lastly, as part of the Facility Needs Assessment and Capital Improvement Program task, the Consultant shall also complete an evaluation of proven as well as trending technologies in the parking industry, which the City should consider implementing. Such technologies shall include, but not be limited to “in-car meters”; pay by phone, pay by license plate, charging stations for electric or hybrid vehicles, smart phone applications, and any other trending technologies which might be pertinent to Concord.

- e. Rate Structure Study: Once existing and future land use trends, parking supply, utilization, and capital needs are fully understood, the next step in the process shall be to complete a rate study. As part of this task, the Consultant shall review and compare parking rates (on-street, permits, and leases), as well as fines and penalties structures, in Concord with the following communities: Portsmouth NH, Nashua NH, Manchester NH, Portland ME, and Burlington VT, in relation to rates currently used in Concord.

After gathering and comparing data from these communities, the Consultant shall make detailed recommendations for modification of the City’s current structures for rates, fines, and penalties. The goal of this effort is to craft a rate structure which shall:

- i. Keep the City’s rate structure on par with other similar communities in northern New England;
- ii. Restore the Parking Fund to financial solvency;
- iii. Manage the on-street system to achieve appropriate turnover of spaces and promote availability of convenient spaces for downtown shoppers;
- iv. Provide an ample supply of long-term parking for downtown employees; and,
- v. Provide an ample supply of parking to support upper story redevelopment, market rate residential developments, and other future real estate projects.

- f. Implementation Plan & Recommendation to City Council: Finally, each component of the Strategic Plan would culminate with the creation of an implementation plan and recommendation to the City Council. Specifically, it is envisioned that this document would include recommendations for the following:
- i. Operations:
 1. Hours of enforcement.
 2. Meter Rates (Garages and On-Street).
 3. Lease rates (garages and lots).
 4. Creation / expansion of neighborhood permits.
 5. Time zones and rates structures for the on-street system on a street-by-street (or block-by-block) basis.
 6. Fines and Penalties.
 - ii. Capital Improvements (repairs / renovations as well as new facilities, if any).
 - iii. Operational changes for the Parking Division.
 - iv. Changes to the historic financial and operational interrelationship between the General Fund and Parking Fund (if any).

- 2) Task 2: Durgin Block Garage Signage Plan: The second project, which the successful CONSULTANT shall complete, is a comprehensive signage plan for the Durgin Block Parking Garage.

Specifically, the comprehensive signage package shall include all required drawings, specifications, and related documents to allow a contractor to prepare bids for installation of signage.

The signage package shall include, but not necessarily be limited to, the following:

- Exterior signage
- Interior way-finding signage
- Signage for kiosks / pay stations
- Parking space identification numbers

The signage package shall be color coded for each level of the parking garage (total of 5 floors) and shall comply with all applicable laws, rules, codes and regulations.

The plans and specifications shall be coordinated with a larger bid package being prepared by the HL Turner Group of Concord, New Hampshire for renovation and rehabilitation of the structure. These renovations will be bid in early 2015 for construction during the summer of 2015.

The CONSULTANT shall also complete at least one field visit to the facility upon installation of signage to ensure the contractor has complied with specifications as well as to develop a punch list of outstanding items to be addressed prior to acceptance of the work by the City.

- 3) *Task 3: On Call Services*: Lastly, as noted elsewhere within this RFQ&E, the selected CONSULTANTS shall have the ability to provide scope and fee proposals for other parking related projects which may arise on an as-needed basis during the tenure of their selection.

D. Expertise Required: The CONSULTANT'S team shall include staff with expertise in the following disciplines:

- a. Parking
- b. Architecture & Structural Engineering
- c. Mechanical Engineering
- d. Electrical Engineering
- e. Civil Engineering

E. Schedule: Schedule for these projects is as follows:

1) *Task 1: Strategic Plan*

- | | |
|---|------------------------|
| a. Statement of Qualifications & Experience Due | February 28, 2014 |
| b. Short Listing of Firms for Interview | March 14, 2014 |
| c. Consultant Interviews | Week of March 24, 2014 |
| d. Selection of Consultant | April 4, 2014 |
| e. Scope & Fee Proposals Due (Selected Consultants) | April 18, 2014 |
| f. City Council Approval of Funds: | June 9, 2014 |
| g. Commence Project: | June 10, 2014 |
| h. Project Completion: | March 1, 2015 |

2) *Task 2: Durgin Block Garage Signage*

- | | |
|---|------------------------|
| a. Statement of Qualifications & Experience Due | February 28, 2014 |
| b. Short Listing of Firms for Interview | March 14, 2014 |
| c. Consultant Interviews | Week of March 24, 2014 |
| d. Selection of Consultant | April 4, 2014 |
| e. Scope & Fee Proposals Due (Selected Consultants) | April 18, 2014 |
| f. City Council Approval of Funds: | Already completed |
| g. Commence drawings / specifications | May 1, 2014 |
| h. Completion of final drawings / specifications: | November 15, 2014 |
| i. Commencement of Garage Repairs | July / August 2015 |
| j. Completion of Garage Repairs | July / August 2016 |

PROPOSAL SUBMISSION CHECKLIST
"RFQ&E 34-14
PARKING SYSTEM STRATEGIC PLANNING & ON CALL SERVICES"

In order to be considered responsive, each prospective consultant must submit the following documents, in **one (1) original and six (6) identical copies** as part of her/his proposal:

- 1) Statement of Qualifications and Experience (See Instructions to Consultants, Pages 13 & 14)
- 2) Specifications Exception Form
- 3) Alternate Form W-9
- 4) City of Concord Indemnification Agreement
- 5) Statement of Non-Collusion
- 6) Certificate of Authority

The successful consultant must submit, prior to contract signing, his/her firm's insurance certificate (Naming the City of Concord as an Additional Insured) that meets the minimum required types and levels of coverage.

**CITY OF CONCORD, NEW HAMPSHIRE
SPECIFICATIONS EXCEPTION FORM
"RFQ&E 34-14
PARKING SYSTEM STRATEGIC PLANNING & ON CALL SERVICES"**

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.

Alternate Form
W-9
(rev 01/08)

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 –
--------------------------	----------------------------------

Part II Certification

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

"RFQ&E 34-14

PARKING SYSTEM STRATEGIC PLANNING & ON CALL SERVICES"

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

The successful consultant agrees to indemnify, 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 consultants, 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 consultant 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 _____

DATE _____

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.

CERTIFICATE OF AUTHORITY

**"RFQ&E 34-14
PARKING SYSTEM STRATEGIC PLANNING & ON CALL SERVICES"**

Date: _____ 20____

At a meeting of the Directors of _____ duly called and held at _____ on the ____ day of _____, 20____, at which a quorum was present and acting, it was VOTED that _____, the _____ is hereby authorized and empowered to make, enter into, sign, seal and deliver on behalf of this corporation a contract with the City of Concord, New Hampshire. I do hereby certify that the above is a true and correct copy of this record, that said vote has not been amended or repealed and is in full force and in effect as of this date, and that _____ is the duly elected _____ of this corporation.

Attest:

Secretary

(Affix Corporate Seal Here)

City of Concord, New Hampshire
"RFQ&E 34-14
PARKING SYSTEM STRATEGIC PLANNING & ON CALL SERVICES"

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

- Occurrence
- Claims Made

Additional Coverage to Include

- Owners & Contractors' Protective – Limit
- 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
 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 #. RFQ&E 34-14

PROJECT: Consultant Services: Parking System Strategic Plan and On Call Services.

CITY CONTRACT NO.: RFQ&E 34-14

CONTRACT FOR: Consultant Services: Parking System Strategic Plan and On Call Services

You are notified that your Proposal opened on February 28, 2014 for the above Contract has been considered and accepted for consultant services for a parking system strategic plan and on-call services. All terms, conditions, specifications and prices shall be in accordance with the CITY'S Request for Qualifications & Experience (RFQ&E 34-14 and all addenda) the CONSULTANT'S proposal and the CONSULTANT'S fee proposal submitted under separate cover.

The CITY shall pay to the CONSULANT, the not-to-exceed sum of: (\$ _____).

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within **ten (10) calendar 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 firms' insurance certificate(s), 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 (1) fully signed counterpart of the Agreement and issue a Notice to Proceed and Purchase Order.

CITY OF CONCORD, NEW HAMPSHIRE

BY

Douglas B. Ross, Purchasing Manager

Copy to ASSISTANT FOR SPECIAL PROJECTS

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 to provide consultant services for a parking system strategic plan and on-call services. All terms, conditions, specifications and prices shall be in accordance with the **CITY’S** Request for Qualifications & Experience (RFQ&E 34-14 and all addenda), the **CONSULTANT’S** proposal and the **CONSULTANT’S** fee proposal submitted under separate cover.
- 2) The **CONSULTANT** will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the consulting services detailed by RFQ&E 34-14.
- 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 Task 1-3 Services of this project shall be no later than:

Task 1, Strategic Plan:	March 1, 2015;
Task 2, Durgin Block Garage Signage:	November 15, 2014 (Completion of final drawings/specifications). Plus at least one (1) field visit upon signage installation to confirm compliance with specifications and punch list preparation.
Task 3, On-Call Services:	Three (3) years from date of selection with the option for two (2) one (1) year extensions at the City’s sole discretion.

- 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 fee proposal submitted by the **CONSULTANT**. The City shall pay the **CONSULTANT** for the actual amount of **WORK** completed. The contract price shall be the not-to-exceed price of: _____ Dollars (\$ _____)

- 5) The term “**CONTRACT DOCUMENTS**” means and includes the following:
REQUEST FOR QUALIFICATIONS & EXPERIENCE RFQ&E 34-14 DATED _____
RFQ&E 34-14 CONSULTANT RESPONSE DATED _____
RFQ&E 34-14 PRICING PROPOSAL DATED _____
CITY OF CONCORD REQUIRED CONTRACT FORMS:
SPECIFICATIONS EXCEPTION FORM
ALTERNATE FORM W-9
INDEMNIFICATION AGREEMENT
INSURANCE CERTIFICATE

STATEMENT OF NON-COLLUSION
CERTIFICATE OF AUTHORITY
LETTER OF AWARD DATED _____
NOTICE OF AWARD DATED _____
AGREEMENT
NOTICE TO PROCEED
CITY PURCHASE ORDER
ADDENDUM NO. _____ DATED _____

- 6) The contract between the **CITY** and the **CONSULTANT** shall consist of (1) the Request for Qualifications and Experience and any amendments there to and (2) the **CONSULTANT'S** statement of qualifications and experience, and the consultant's fee proposal for Tasks 1-3. 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 RFQ&E documents 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 RFQ&E documents and the **CONSULTANT'S** proposal. In all other matters, not affected by written clarification, if any, the RFP documents shall govern.
- 7) The **CITY** will pay the **CONSULTANT** in the manner and at such times as set forth in the General Terms and Conditions such amounts as required by the **CONTRACT DOCUMENTS**.
- 8) 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:

BY _____

Name/Title: Douglas B. Ross, Purchasing Manager

(SEAL)

ATTEST:

Name _____

Title _____

CONSULTANT:

By _____

Name _____

(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____

(Please Type)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT #: RFQ&E 34-14

PROJECT: Consultant Services: Parking System Strategic Plan and On Call Services

CITY CONTRACT NO.: RFQ&E 34-14

CONTRACT FOR: Consultant Services: Parking System Strategic Plan and On Call Services

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 the Task #1-3 Services of this contract shall be not later than:

- | | |
|--------------------------------------|--|
| Task 1, Strategic Plan: | March 1, 2015; |
| Task 2, Durgin Block Garage Signage: | November 15, 2014 (Completion of final drawings/specifications). Plus at least one (1) field visit upon signage installation to confirm compliance with specifications and punch list preparation. |
| Task 3, On-Call Services: | Three (3) years from date of selection with the option for two (2) one (1) year extensions at the City's sole discretion. |

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

BY: _____
Douglas B. Ross, Purchasing Manager

Copy to ASSISTANT FOR SPECIAL PROJECTS

City of Concord, New Hampshire PURCHASING DIVISION

311 North State Street
CONCORD, NH 03301
(603) 225-8530 FAX: (603) 230-3656
www.concordnh.gov/Purchasing



Reference: RFQ&E 34-14

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 Request for Proposals (RFP 34-14) 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)

PROPOSAL EVALUATION FORM-ATTACHMENT A

FIRM: _____ DATE: _____

PROJECT: RFQ&E 34-14

DEPARTMENT/DIVISION: City Administration; Assistant for Special Projects

RATING CATEGORY		WEIGHT	RATING	SCORE
<u>Proposal:</u>	Meets Stated Requirements-Submitted All Required Documents	5		
	Technical Approach	15		
	Work Program and Schedule	10		
	Project Staffing	10		
<u>Consultant:</u>	Relevant Experience	10		
	Qualifications	10		
	Record of Satisfactory Performance	10		
			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 CONSULTANT with the highest Total Score is awarded the contract.