REQUEST FOR PROPOSAL

The City of Rochester is accepting sealed proposals for Design & Installation Services related a business park monolith with logo and tenant listing sign, both with illumination, at the Granite State Business Park, Innovation Drive and Rochester Hill Road (Route 108).

All proposals must be submitted in a sealed package plainly marked:

Granite State Business Park Sign Design and Installation Services RFP # 15-23

City of Rochester, New Hampshire, Purchasing Office 31 Wakefield St. Rochester, NH 03867 Attn: Purchasing Agent

All Qualifications and Price Proposals must be received no later than 2:15 pm EST Thursday March 5th 2015. The RFP opening will be at 2:30 pm EST. RFP specifications may be obtained by visiting www.rochesternh.net or by emailing the Purchasing Agent at purchasing@rochesternh.net or by contacting the Purchasing Agent at City Hall, 31 Wakefield Street, Rochester, NH 03867, (603) 335-7602. All questions must be submitted in writing (email preferred) to the Purchasing Agent. All submittals must be made on the forms supplied and must be fully completed when submitted.

ROCHESTER, NEW HAMPSHIRE

Introduction

The City of Rochester, NH is responsible for the design, installation and maintenance of signage at the Granite State Business Park, located adjacent to Rochester Hill Road (Route 108) and Skyhaven Airport. There is currently a 250 foot long by 30 feet wide business park island that has been cleared and prepared for a monolith up to 20 ft tall at the front of the island, and a second sign allowing for multiple business tenants that will be up to 14 ft tall. The monolith and the tenant list will be illuminated. The logo will be provided. The materials proposed must be weather resistant, with an expected life-span of 20 years.

The goal of this sign project is to create an attractive professional entrance for the city's premier industrial park. Both signs must enhance the park's brand as well as be easy to identify and read. The city has arranged for landscaping with the Pease Development Authority (PDA) as part of the easements related to the airport. Also the height and location of both signs has been agreed to by the PDA. Throughout the design review and formulation process, a thoughtful approach will be taken with respect to the design of the island. A sign permit application will be required to be completed as part of the project.

The City of Rochester Department of Economic and Community Development has secured funding from the Capital Improvement Plan (CIP) to complete this project. It is expected that city representatives and project representative will meet on a regular basis (not to exceed 4 times) to provide updates and solicit feedback or recommendations on the process.

PROPOSAL SPECIFICATIONS

Proposals must include the following information:

- Description of the firm and experiences of key personnel who will participate in the project;
- Description of similar projects managed by this firm within the last five years, including references with contact information;
- Statement of availability and location of key personnel to work on the Rochester assignment;
- Descriptions of budgeting costs, total not to exceed \$40,000;
- Proposal Form.

SCOPE OF WORK

The following work shall be completed by April 15, 2015:

1) Design of Monolith and Sign:

- Utilize the newly created logo to develop designs for the monolith and the tenant sign. The design should represent innovation, aerospace, and advanced technology and the Granite State Business Park's place in an international manufacturing economy.
- Propose quality materials that are long lasting and low maintenance, so that the signs will reflect well upon the city for 20 years. The tenant sign must have the ability to be changed should new tenants come to Rochester.
- Design lighting for the signs that will enhance the appearance of the park and will not conflict with light regulations in the city of Rochester, nor of the FAA and Skyhaven Airport. Collaborate with the Pease Development Authority (PDA) on lighting proposals.
- Provide recommendations for the landscaping to be provided by the Pease Development Authority (PDA), in keeping with the city's agreement for the business park entrance.
- Names and logos of the current tenants will be collected and provided by city personnel. A meeting with park tenants may be scheduled.
- Complete a sign permit package with color versions of the sign designs.

2) Construction and Installation of Monolith and Sign:

The following work shall be completed by May 21, 2015:

- Site preparation, including extension of electricity to the island, will be completed by the service provider.
- Both signs will be installed, illuminated and 100% complete, and the area cleaned and ready for landscaping.
- Entrance and exit from the business park may not be blocked at any time, without a minimum of 48 hours of advance notice.
- Provide a minimum 5-year guarantee on defects in design, materials or installation.
- Provide recommendations for maintenance and upkeep of the signs.

I) INSTRUCTIONS FOR PROPOSALS

Preparation of Proposals

- The firm shall submit his/her price proposal upon the forms (attached) furnished by the City.
- If an amount entered on the Proposal Form is to be altered it should be crossed out with ink, the new unit price or price proposal amount entered above or below it, and initialed, also with ink.
- The proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the consultant legally qualified and acceptable to the owner. If the proposal is made by an individual, his name and post office address must be shown; by a

- corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business address of the President, Secretary and Treasurer.
- All questions shall be submitted in writing to and received by the Purchasing Agent at purchasing@rochesternh.net a minimum of seven (7) days prior to the scheduled opening. The Purchasing Agent will then forward both the question and the City's response to the question to all prospective firms and post it on the City's website.
- All materials submitted in response to this invitation will become the property of the City of Rochester. All expenses incurred by responding to this invitation shall be the responsibility of the firm.

Irregular Proposal

Proposals will be considered irregular and may be rejected for any of the following reasons:

- If the proposal is on a form other than furnished by the City, or otherwise specified, or if the form is altered or any part thereof is detached.
- If there are unauthorized additions, conditional or altered components, or irregularities of any kind which may tend to make the proposals incomplete, indefinite, or ambiguous as to its meaning.
- If the firm adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

Interpretations

No oral interpretations will be made to any firm as to the meaning of the specifications or terms and conditions of this RFP.

Delivery of Proposals

When sent by mail, the sealed qualifications and price proposals shall be addressed to the City of Rochester, New Hampshire, Purchasing Office. All proposals shall be filed prior to the time and at the place specified in the RFP. Proposals received after the time for the opening of the proposals will be returned unopened. Faxed or emailed proposals are NOT acceptable.

Withdrawal of Proposals

A firm shall be permitted to withdraw his/her proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.

No proposal may be withdrawn, for a period of sixty (60) days subsequent to the opening of proposals, without express written consent of the City of Rochester, NH.

Public Opening of Proposals

Proposals will be opened and read publicly at the time and place indicated in the invitation. Firms, their authorized agents and other interested parties are invited to be present.

Disqualification of Firms

Any of the following reasons may be considered as being sufficient for the disqualification of a firm and the rejection of his/her submittal:

- More than one proposal for the same work from an individual, firm, or corporation under the same or different name.
- Evidence of collusion among firms.
- Failure to supply complete information as requested.

II) RFP EVALUATION

A Review Committee, consisting of City Staff, shall consider the following factors as an integral part of the proposal evaluation process to include, but are not limited to:

- Ability, capacity and skill to perform within specified time limits and allocated budget.
- Experience, reputation, efficiency, judgment and integrity.
- Reference check
- Sufficiency of firm's resources to fulfill the contract.
- Other applicable factors as the City determines necessary or appropriate.

III) AWARD AND EXECUTION OF CONTRACT

Consideration of RFP

- Proposals will be made public at the time of opening and may be reviewed only after they have been properly recorded.
- The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the City, the best interest of the City of Rochester will be promoted thereby.

Award of Contract

- If a contract is to be awarded, the award will be made to the qualified firm whose proposal complies with all the requirements prescribed in the specifications page(s) and evaluation section of this document, and at the sole discretion of the City, demonstrates that selection of said firm is in the best interest of the City, as soon as practical after the opening. The successful firm will be notified at the address listed that the proposal has been accepted.
- The final scope of services agreed upon may not be identical to the scope of work set forth in the "Scope of Work" section in the invitation.

Cancellation of Award

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

IV)BID EVALUATION

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

- 1. The bidder's ability, capacity, and skill to perform within the specified time limits.
- 2. The bidder's experience, reputation, efficiency, judgment, and integrity.
- 3. The quality, availability and adaptability of the supplies and materials sold.
- 4. The bidder's past performance.
- 5. The sufficiency of bidder's financial resources to fulfill the contract.
- 6. The bidder's ability to provide future maintenance and/or services.

Any other applicable factors as the City determines necessary and appropriate (such as compatibility with existing equipment)

V) CONDITIONS AT SITE

Bidders shall be responsible for having ascertained pertinent local conditions, such as: location, accessibility and general character of the site. The character and extent of existing work within or adjacent to the site and any other work being performed thereon at the time of the submission of her/his bid.

VI)LAWS, PERMITS AND REGULATIONS

- 1. The Contractor shall obtain and pay for all licenses and permits as may be required of him by law, and shall pay for all fees and charges for connection to outside services, and use of property other than the site of the work for storage of materials or other purposes.
- 2. The Contractor shall comply with all State and Local laws, ordinances, regulations and requirements applicable to work hereunder, including building code requirements. If the Contractor ascertains at any time that any requirement of this Contract is at variance with applicable laws, ordinances, regulations or building code requirements, she/he shall promptly notify the City of Rochester in writing.

VII) CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

1. The Contractor shall deliver with bid documents; certificates of all insurance required hereunder. The certificate shall state that the companies issuing insurance will endeavor to mail to the City of Rochester ten (10) days notice of cancellation, alteration or material change of any listed policies. The Contractor shall keep in force the insurance required herein for the period of the Contract. At the request of the City of Rochester, the Contractor shall promptly make available a copy of any and all

listed insurance policies. The requested insurance must be written by a Company licensed to do business in New Hampshire at the time the policy is issued.

- 2. The City of Rochester, NH shall be listed as additional insured on all the Certificates of Insurance.
- 3. The Contractor shall require each Subcontractor employed on the Project to maintain the coverage listed below unless the Contractor's insurance covers activities of the Subcontractor on the Project.
- 4. No operations under this Contract shall commence until certificates of insurance attesting to the below listed requirements have been filed with and approved by the Department of Public Works, and the Contract approved by the City Manager.
 - a. Workmen's Compensation Insurance

Limit of Liability - \$100,000.00 per accident

b. <u>Commercial General Liability</u>

Limits of Liability

Bodily Injury: \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate

Property Damage: \$500,000.00 per occurrence, \$200,000.00 aggregate

Combined Single Limit, Bodily Injury and Property Damage:

\$2,000,000.00 aggregate

c. Automobile Liability

Limits of Liability - \$500,000.00 per accident.

d. The Contractor shall indemnify, defend, and save harmless the City of Rochester and its agents and employees from and against any suit, action or claim of loss or expenses because of bodily injury. Including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, whether caused by or contributed to by said City of Rochester, its agents, employees or others.

VIII) ACCIDENT PROTECTIONS

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

IX)SUBCONTRACTS

- 1. Nothing contained in the Specifications or Drawings shall be construed as creating any contractual relationship between any Subcontractor and the City of Rochester. The Division or Sections of the Specifications are not intended to control the Contractor in dividing the work among Subcontractors or to limit the work performed by any trade.
- 2. The Contractor shall be as fully responsible to the City of Rochester for the acts and omissions of Subcontractors and of persons employed by her/him, as she/he is responsible for the acts and omissions of persons directly employed by her/him.

X) PROTECTION OF WORK AND PROPERTY

The Contractor shall, at all times, safely guard the City's property from injury or loss in connection with this Contract. She/he shall, at all times, safely guard and protect her/his own work and that of adjacent property from damage. All passageways, guard fences, lights and other facilities required for protection by State or Municipal laws, regulations and local conditions must be provided and maintained.

XI) USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- 1. To take every precaution against injuries to persons or damage to property;
- 2. To comply with the regulations governing the operations of premises which are occupied and to perform his Contract in such a manner as not to interrupt or interfere with the operation of the Institution;
- 3. To perform any work necessary to be performed after working hours or on Sunday or legal holidays without additional expense to the City, but only when requested to do so by the City;
- 4. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;
- 5. Daily to clean up and legally dispose of (away from the site), all refuse, rubbish, scrap materials and debris caused by his operation. Including milk cartons, paper cups and food wrappings left by his employees, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;

All work shall be executed in a workmanlike manner by experienced mechanics in accordance with the most modern mechanical practice and shall represent a neat appearance when completed.

XII) MATERIALS AND WORKMANSHIP

1. Unless otherwise specified, all materials and equipment incorporated into the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in their respective trades.

Where the use of optional materials or construction method is approved, the requirements for workmanship, fabrication and installation indicated for the prime material or

construction method shall apply wherever applicable. Required and necessary modifications and adjustments resulting from the substitution or use of an optional material or construction method shall be made at no additional cost to the City.

XIII) STANDARDS

- Materials specified by reference to the number, symbol or title of a specific standard, such as a Commercial Standard, a Federal Specification, Department's Standard Specifications, a trade association standard or other similar standard. Shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the data of advertisement, except as limited to type, class or grade or modified in such reference.
- 2. Reference in the Specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. In such cases the Contractor may, at his option, use any articles, device, product, material fixture, form or type of construction that, in the judgment of the City expressed in writing to all Bidders before opening of bids as an addendum, is an acceptable substitute to the specified.
- 3. <u>Substitution During Bid Time:</u> Whenever any particular brand or make of material or apparatus is called for in the Specifications, a Bidder's Proposal must be based upon such material or apparatus, or upon a brand or make which has been specifically approved as a substitution in an Addendum issued to all Bidders during the bidding time.
- 4. The intent is that the brand or make of material or apparatus that is called for herein establishes a standard of excellence that, in the opinion of the Consultant and Engineer, is necessary for this particular Project.
- 5. <u>Substitution After Bid Opening:</u> No substitutions will be considered after bids have been opened unless necessary due to strikes, lockouts, bankruptcy or discontinuance of manufacture, etceteras. In such cases, the Contractor shall apply to the City, in writing within ten (10) days of his realizing his inability to furnish the article specified, describing completely the substitution he desires to make.

XIV) EXTRAS

Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the same has been ordered, in writing, by the City of Rochester.

XV) DEFAULT AND TERMINATION OF CONTRACT

Cause - Any of the following reasons, but not limited to, may be cause for termination of the contract or agreement entered into between the City and Consultant.

- Fails to begin work under Contract within the time specified in the notice to proceed.
- Fails to perform the work in such a manner as to assume prompt completion of said work.

- Performs the work unsuitably or neglects or refuses to redo the work.
- Discontinues the execution of work.
- Fails to resume work, which has been discontinued, within a reasonable time after notice to do so.
- Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency.
- Makes an assignment for the benefit of creditors.
- For any other causes whatsoever, fails to carry on the work in an acceptable manner the City of Rochester will give notice, in writing to the Consultant for such delay, neglect and default.
- If the Consultant does not proceed in accordance with the notice, then the City of Rochester will have the full power and authority without violating the Contract to take the prosecution of the work out of the hands of the Consultant. The City of Rochester may enter into an agreement for the completion of said Contract according to the terms and conditions thereof, or use such other methods as in the City's opinion will be required for the completion of said Contract in an acceptable manner.
- All extra costs and charges incurred by the City of Rochester as a result of such
 delay, neglect or default, together with the cost of completing the work under the
 Contract will be deducted from any monies due or which may become due to said
 Consultant. If such expenses exceed the sum which would have been payable
 under the Contract, then the Consultant shall be liable and shall pay to the City of
 Rochester the amount of such excess.

XVI) OBTAINING RESULTS

Results for the Proposals will be posted 48 hours after opening on the City website at www.rochesternh.net or will be available by request via email at purchasing@rochsternh.net.

CITY OF ROCHESTER, NEW HAMPSHIRE PROPOSAL FORM

GRANITE STATE BUSINESS PARK SIGN DESIGN AND INSTALLATION SERVICES

RFQ # 15-23

(To be filled out completely and attached to qualifications packet)

Legal Business Name:	
Address:	
Phone:	
Email:	-
Proposal Amount: \$	
(in figures) (in words) Print Name and Title:	_
Authorized Signature:	_
Date:	-
Are you proposing to use other companies or firms in this project as a partnership? yes, please list them below with contact names.	If





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