

City of Portsmouth
Portsmouth, New Hampshire
Public Works Department

RFP #17-14
Emergency Call Stations

REQUEST FOR PROPOSALS

Sealed proposals, **plainly marked** “City of Portsmouth Emergency Call Stations – RFP #17-14” **on the outside of the envelope**, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until **October 17, 2013 @ 2:00 p.m.**

Scope: The City of Portsmouth is seeking to purchase and have installed emergency call stations in the City’s public parking garage located on Hanover Street.

Proposers may visit and survey the garage (at 34 Hanover Street, Portsmouth, NH) at any time prior to the submittal date. Submit questions in writing to Mark Nelson, Director of Parking & Transportation, DPW. mcnelson@cityofportsmouth.com Questions will be taken until October 10, 2013. Questions and answers and any addenda will be posted to the City Purchasing Department website under the project heading.

This proposal package is available at <http://www.cityofportsmouth.com/finance/purchasing.htm> or by contacting the Finance/Purchasing Department at the following number: (603) 610-7227.

The City of Portsmouth reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept and/or negotiate the terms of any proposal as may be in the best interest of the City.

INTRODUCTION

The intent of this project is to improve the security posture of the five-level parking facility, by providing the public with visible means of immediate communication with security and public safety personnel. Firms must factor this intent into their selection of the number, locations, and functionality of the call stations they propose.

SCOPE OF WORK

This is a turnkey project. The selected firm shall be responsible for the design, installation and cabling infrastructure to support the call stations specified. For installation, the selected firm will:

- Attach stations to concrete block walls of the stair towers on each floor
- Hard-wire stations to the garage office and attendant booth
- Use existing conduit where possible, and install new wiring where needed

The selected firm, following installation, will provide operating manuals and train parking personnel on the system.

SUBMITTAL REQUIREMENTS

Each applicant shall submit two (2) copies of its proposal. Proposals shall include:

- Transmittal letter - Introduce the company, provide contact information, and identify the person who will be in charge of the installation.
- Call Box Proposal - Summarize the firm's proposal. Proposal should identify the number of call boxes and the proposed schedule for completing the work.
- Price Proposal Form – Submit the completed Price Proposal Form.
- References - Provide the name, title, locations and phone number of persons who can substantiate the firm's referenced experiences.
- Additional Information – Include such additional information as may be helpful for the City to evaluate the proposal.

Delivery of Proposals - When sent by mail, the sealed proposal shall be addressed to the owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the proposals will be returned to the firm, unopened. Faxed proposals are not acceptable.

SELECTION CRITERIA AND CONTRACT

The City will review and evaluate the written responses to this Request for Proposals. The City reserves the right to interview and request additional information from proposers. The evaluation of the proposal will be based on the following criteria:

- Adequacy of design, and functionality of equipment to meet the intent of the solicitation;
- Price;
- Experience and referrals; and
- Such other criteria as is in the best interest of the City.

Using the criteria, the City will identify the highest ranking firm and attempt to negotiate a contract with that company. A sample form of the contract is attached. If negotiations are not successful, the City may proceed to enter into negotiations with the next highest ranked firm for services.

RESERVATION OF RIGHTS

The City of Portsmouth reserves the right to reject any and all proposals, to waive technical or legal deficiencies, to make such investigation as it deems necessary to evaluate the firm's qualifications, to accept any proposal that may be deemed in the best interest of the City and to negotiate terms and conditions of any proposal leading to acceptance and final execution of a contract for services.

CALL STATION SPECIFICATIONS

- I. The design for emergency call stations shall be based on VOIP-500 Series Voice Over IP Emergency/Information Phones by Talk-A-Phone Co., 7530 N. Natchez Ave, Niles, IL 60714 (773)-539-1100 or City-approved equal.
- II. Furnished material shall feature:
- Vandal- resistant stainless steel faceplate and metal buttons
 - Lettering and signage that make it ADA compliant
 - Audio clarity of 90 db or better
 - Ethernet connectivity and full IP compatibility with existing routers and LAN infrastructure
 - Blue light LEDs for easy location
 - Capability for addition of video cameras
 - Warranties against defects in materials

PRICE PROPOSAL FORM

Total Proposal for equipment and installation: \$ _____
Amount in Figures

\$ _____
Amount in Words

Identify any additional services/costs, if any: \$ _____

Are the call stations proposed as specified? Yes/No _____

If no, and the firm is proposing an “as equal” alternative for consideration, include information on the product and/or identify in which aspect the call station proposed does not meet specifications.

The undersigned agrees that he/she on behalf of firm has read the proposal documents and agrees to the terms and conditions set forth herein. Proposal price shall be firm for at least 30 days.

Firm further agrees that this proposal is not made jointly or in conjunction, cooperation or collusion with any person, firm, corporation or other legal entity.

Firm agrees no officer, agent or employee of the Owner is directly or indirectly interested in this Proposal.

Submitted by Authorized Agent:

(Print Name & Title)

Signature: _____

Date: _____

Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax: _____

Email: _____

Once awarded, the agreement to execute the work will likely have the following form:

A G R E E M E N T

This AGREEMENT is entered into this ____ day of _____, 2013, by and between the City of Portsmouth, NH, (hereinafter referred to as Owner) and _____ (hereinafter referred to as Contractor), with a principal place of a business located at _____.

1. Scope of Services - Contractor shall carry out the scope of work as outlined in Owner's RFP 17-14 and as described in Contractor's proposal dated _____, 2013 attached hereto as Exhibit 1. Contractor shall provide, at his expense, all labor, materials, equipment and incidentals that may be necessary for the expeditious and proper execution of this project.
2. Payment - Contractor will be paid a lump sum of \$ _____ upon final acceptance of the work and settlement of all claims.
3. Time for Performance - Contractor shall commence work no later than _____, 2013 and shall complete work within forty-five (45) days of commencement date. Contractor shall give owner at least three (3) days notice prior to commencing work.
4. Coordination and Owner's Representative – The Owner's representative on the project shall be the Director of Public Works or his designee. Contractor shall coordinate installation with the Owner to ensure that there is no/limited disruption to the operation of the public parking garage.
5. Indemnification and Proof of Insurance - The Contractor agrees to hold the Owner and any of its officers, agents and employees harmless from any and all claims arising out of or in any way connected with the performance by the Contractor, its officers, agents, or employees of the work referenced above. The Contractor agrees to maintain, at a minimum, the level and types of coverage in the certificate of liability insurance attached as Exhibit 2 throughout the duration of the Agreement.
6. Governing Law - The validity and interpretation of this Agreement shall be governed by the laws of the State of New Hampshire.
7. Conflict of Interest - Contractor warrants by execution of this Agreement that no officer, employee or agent of the City, or any other person who exercises any functions or responsibilities in connection with the City, has or shall have any personal or financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

8. Compliance - The Contractor will secure at its expense all permits and consents required by law as necessary to perform the work and will otherwise comply with applicable municipal ordinances and applicable state and federal laws, rules and regulations.

IN WITNESS WHEREOF, each of the Owner and Contractor has caused this Agreement to be executed and delivered in its name and its behalf by its authorized officer as of the day and year first written above.

City of Portsmouth, New Hampshire

BY: _____
John P. Bohenko, City Manager

BY: _____

Title: _____

Insurance Requirements

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

AMOUNT OF INSURANCE

- A) Comprehensive General Liability:
Bodily injury or Property Damage - \$1,000,000/\$2,000,000
Per occurrence and general aggregate
- B) Automobile and Truck Liability:
Bodily Injury or Property Damage - \$1,000,000/\$2,000,000
Per occurrence and general aggregate

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

- A) Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of New Hampshire.
- B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.
- D) Builder's Risk as may be applicable.

GENERAL REQUIREMENTS

1. INTENT OF CONTRACT

The intent of the Contract is to provide for the construction and completion in every detail of the work described. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the terms of the Contract. The Contractor shall be required to conform to the intent of the plans and specifications. No extra claims shall be allowed for portions of the work not specifically addressed in the plans and specifications but required to produce a whole and complete project, such work will be considered subsidiary to the bid items.

2. INCIDENTAL WORK

Unless specifically excepted in the Bid or Technical Specifications, incidental work items for which separate payment is not measured includes, but is not limited to, the following items:

- a. Daily clean up after job
- b. Signs
- c. Mobilization/Demobilization
- d. Restoration of property
- e. Cooperation with other contractors and utility companies.
- f. Accessories and fasteners or components required to make items paid for under unit prices or lump sum items complete and functional.

3. ALTERATION OF PLANS OR OF CHARACTER OF WORK

The Owner reserves the right, without notice to Surety, to make such alterations of the plans or of the character of the work as may be necessary or desirable to complete fully and acceptably the proposed construction; provided that such alterations do not increase or decrease the contract cost. Within these cost limits, the alterations authorized in writing by the Owner shall not impair or affect any provisions of the Contract or bond and such increases or decreases of the quantities as a result from these alterations or deletions of certain items, shall not be the basis of claim for loss or for anticipated profits by the contractor. The contractor shall perform the work as altered at the contract unit price or prices.

4. EXTRA WORK ITEMS

Extra work shall be performed by the Contractor in accordance with the specifications and as directed, and will be paid for at a price as provided in the Contract documents or if such pay items are not applicable then at a price negotiated between the contractor and the Owner or at the unit bid price. If no agreement can be negotiated, the Contractor will accept as payment for extra work, cost plus 15% (overhead & profit). Costs shall be substantiated by invoices and certified payroll. If the Owner determines that extra work is to be performed, a change order will be issued.

5. CHANGE ORDERS

The Owner reserves the right to issue a formal change order for any increase, decrease, deletion, or addition of work or any increase in contract time or price. The contractor shall be required to sign the change order and it shall be considered as part of the Contract documents.

6. FINAL CLEANING UP

Before acceptance of the work, the contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, temporary utility connections, temporary structures, barricades and signs. All parts of the work shall be left in a neat and presentable condition. On all areas used or occupied by the contractor, regardless of the contract limits, the bidder shall clean-up all sites and storage grounds.

The items prescribed herein will not be paid for separately, but shall be paid for as part of the total contract price.

7. LICENSES

All skilled tradesmen, e.g., electricians, working on this project are to have the appropriate, current state-issued licenses for their trades.

8. SAFETY

Upon commencement of work, the Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions necessary to ensure the safety of employees on the site and the public, and other property at the site or adjacent thereto. The Contractor shall provide erect, and maintain all necessary barricades, lights, signs and other control devices for the protection of the work and safety of the public.

9. TEMPORARY FACILITIES

The Contractor shall not store materials or equipment in the public right-of-way. Equipment and materials shall be stored in a location approved by the Owner. The Owner shall provide the Contractor with reasonable access to toilet facilities for the use of workers employed on the project. The Owner shall provide the Contractor with reasonable access to water and electricity for construction operations.

10. ERRORS AND INCONSISTENCY IN CONTRACT DOCUMENTS

Any provisions in any of the Contract Documents that may be in conflict with the paragraphs in these General Requirements shall be subject to the following order of precedence for interpretation.

1. Technical Specifications will govern General Requirements.
2. Plans and/or Shop Drawings will govern Technical Specifications, and General Requirements.