

City of Salem, Massachusetts

Request for Qualifications

S-41

## **Museum Place Parking Garage Evaluation and Maintenance Program**

May 10, 2017

**PROPOSALS DUE:**

**June 7, 2017, 2:00 PM**

\*Late proposals will be rejected



Whitney C. Haskell  
Purchasing Agent  
93 Washington Street, 2<sup>nd</sup> Floor  
Salem, MA 01970  
[whaskell@salem.com](mailto:whaskell@salem.com)  
(978) 619-5695

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**Attachment**

1. Designer Selection Application

A1

# COVER SHEET

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Please Print or Type:

Name of Proposer	Contact Individual:
Address:	
Zip Code	# Street City/Town State
Phone:	Alternate Phone:
Email Address:	Social Security/Federal Tax Identification Number:
Authorized Signature: _____	

**\*Please include this page with your proposal.**

## PROPOSER'S CHECKLIST

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### SUBMISSION REQUIREMENTS

- Completed Cover Sheet
- Checklist (this sheet)
- Technical Proposal
- Certifications Form
  - Non-Collusion
  - Tax Compliance
  - Corporate Bidder
  - Standard Designer Selection Form
  
- Acknowledgement of Addenda: \_\_\_\_\_ (if applicable)  
(#’s)

### MINIMUM REQUIREMENTS

	Yes	No
Architect/Engineer must have completed similar, parking structure-related work, in Massachusetts within the last five years.		
Architect (s) and any participating engineers must be licensed and registered in Massachusetts.		
Must and have at least five (5) years of experience providing relevant services.		
Proposer must submit a complete application in accordance with RFP <i>Section 3.1 Requirements and Submissions</i> .		

## REQUIRED CERTIFICATIONS

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### 1. NON-COLLUSION:

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

### 2. TAX COMPLIANCE:

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

### 3. CORPORATE BIDDER (*if applicable*):

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the corporation named as Bidder in the Bid included herein, that \_\_\_\_\_, who signed said Bid on behalf of the Bidder was then \_\_\_\_\_ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
(Secretary-Clerk)

\_\_\_\_\_  
(Signature of authorized individual submitting proposal)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Name of Bidder (if different than name))

\_\_\_\_\_  
(Federal Tax Identification or Social Security Number)

\_\_\_\_\_  
(Date)

## LEGAL NOTICE

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**City of Salem  
Legal Notice  
Request for Qualifications S-41**

Sealed proposals will be received at the Office of the Designated Purchasing Agent, 93 Washington Street, 2<sup>nd</sup> Floor, Salem, MA 01970 at **2:00 PM, June 7, 2017** at which time and place they will be received for the following:

**Museum Place Parking Garage Evaluation and Maintenance Program**

The contract award is made by the designated Purchasing Agent and subject to the approval of the Designer Selection Committee. The City reserves the right to reject any and all proposals and waive any informality in the proposal process, if deemed in the City's best interest.

Proposal documents are available upon request after **10:00 AM on Wednesday May 10, 2017** at 93 Washington Street, 2<sup>nd</sup> Floor, Salem, MA 01970, and from the Purchasing Department's website at [www.salem.com/purchasing](http://www.salem.com/purchasing) under "Open Procurement."

A briefing session will be held at **8:00 AM, Wednesday, May 24, 2017** at the Garage at 1 New Liberty Street, Salem, MA 01970

The Designer's fee shall will be negotiated, but shall not exceed seventy two thousand five hundred dollars and zero cents (\$72,500)

Office Hours:

Mon-Wed: 8:00 AM- 4:00 PM

Thurs: 8:00 AM-7:00 PM

Fri: 8:00 AM-12:00 PM

Whitney Haskell  
Purchasing Agent

Salem News, May 10, 2017

# **1. GENERAL INFORMATION**

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## **1.1 PROCUREMENT DESCRIPTION**

The City of Salem, through its Purchasing Department, is seeking proposals from highly qualified designers to perform an evaluation of the Museum Place Parking Garage located at 1 New Liberty Street, Salem, MA 01970 and develop a maintenance plan.

The parking garage is a four-story precast concrete structure opened circa 1975 with approximately 970 parking spaces. The City of Salem owns and operates the public parking garage that serves downtown businesses, the Mall on the ground level is not City owned and not part of this study. The safe and efficient operation and maintenance is vital to the economic development of downtown and the City at-large.

The goal of the City's Parking Garage Maintenance and Evaluation Program is to ensure public safety through an aggressive program of structural inspections, maintenance activities and capital improvements to maintain the City's parking garages in good to excellent condition.

Additionally, prudent facilities management dictates that the City maintain these assets in good to excellent condition to assure that their full service life is attained and the full value of the significant capital investment they represent is realized.

The City of Salem reserves the right to have the selected firm complete any design work associated with the maintenance plan.

## **1.2 APPROVAL**

Any contract that may result from the procurement shall be subject to the approval of the Mayor of the City of Salem.

## **1.3 INCORPORATION BY REFERENCE**

All requirements, specifications, terms and conditions described in this solicitation shall be incorporated by reference into any contract that may result.

## **1.4 TIME FOR AWARD**

Any contract that may result from the procurement shall be awarded within thirty (30) days after the proposal due date. The time for award may be extended for up to 45 days by agreement between the City and apparent low bidder.

## **1.5 RIGHT TO CANCEL/REJECT**

The City reserves the right to cancel this solicitation or reject in whole or in part any and all proposals if the City determines that cancellation or rejection serves the best interests of the City.

## **1.6 TAXATION**

Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the bid pricing.

Copies of the City's tax exempt paperwork shall be available upon request of the selected designer.

## **1.7 OBTAINING THE REQUEST FOR QUALIFICATIONS**

The Request for Qualifications shall be available beginning, Wednesday, May 10, 2017, at 10:00 AM.

The Request for Qualifications and related documents shall be available for free download from the City's Purchasing Department website at [www.salem.com/purchasing](http://www.salem.com/purchasing) under "Open Procurements."

Hardcopies of the Request for Qualifications and related documents may be obtained at the Office of the Purchasing Agent, 93 Washington Street, 3rd Floor, Salem, MA 01970, between the hours of 8:00 AM-4:00 PM on Monday-Wednesday, 8:00-7:00 PM on Thursday, and 8:00 AM-12:00 PM on Friday.

## **1.8 PRE-PROPOSAL BRIEFING SESSION**

A pre-proposal briefing session will take place at the garage located at 1 New Liberty Street, on May 24, 2017 at 8:00 AM.

## 2. INSTRUCTIONS TO PROPOSERS

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### 2.1 REQUIREMENTS AND SUBMISSIONS

Below please find a description of the requirements and submissions that must be included as part of the proposal.

#### 2.1.1 PROPOSAL COMPONENTS

The following items must be submitted in order for the proposal to be considered:

##### TECHNICAL PROPOSAL

Each proposal must include a Non-Price/Technical, which shall be separately sealed and labeled as “Non-Price/Technical Proposal,” and contains the following:

##### NON-COLLUSION FORM

Every proposal must include a certification of good faith, certifying that the proposal was made in good faith and without collusion or fraud. See ‘Non-Collusion Form’ attached.

##### TAX COMPLIANCE FORM

Every proposal must include a written certification that the proposer has complied with all state laws relating to taxes, reporting of employees and contractors, and child support. See ‘Tax Compliance Form’ attached.

##### CERTIFICATE OF CORPORATE BIDDER

If the proposal is being submitted by a corporation, the proposer must include a certification that the individual submitting the proposal has been authorized to bind the corporation. See ‘Certificate of Corporate Authority’ attached.

##### PLAN OF SERVICES

The Technical Proposal must also include a plan of services, described in detail in section 3.7.

### 2.2 PROPOSAL DELIVERY

Below please find a description of the manner in which sealed proposals must be submitted.

#### 2.2.1 DUE DATE AND TIME

Proposals shall be received by the Office of the Purchasing Agent on or before **2:00 PM on June 7, 2017.**

Any proposal received after that time shall be rejected as non-responsive.

## 2.2.2 ADDRESS

Sealed proposals shall be delivered to:

Office of the Purchasing Agent  
93 Washington Street, 2nd Floor  
Salem MA 01970

## 2.2.3 HOURS OF OPERATION

Proposals must be delivered during the normal hours of operation of the City of Salem:

Monday-Wednesday:	8:00 AM-4:00 PM
Thursday:	8:00 AM-7:00 PM
Friday:	8:00 AM-12:00 PM

## 2.2.4 COPIES

Proposers must submit one (1) original and three (3) copies of the proposals.

## 2.2.5 LABELING

The outside of the envelope containing the sealed proposal must be labeled with 1) the solicitation number 2) the proposal due date and time and 3) the name of the proposer.

## 2.2.6 SIGNATURES

A proposal must be signed as follows: 1) if the proposer is an individual, by her/him personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

## 2.3 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

### 2.3.1 QUESTIONS

Questions concerning this Request for Qualifications must be submitted in writing to: Whitney Haskell at [whaskell@salem.com](mailto:whaskell@salem.com) at least five (5) days prior to the proposal due date. Written responses will be mailed to all plan holders on record as having picked up the Request for Qualifications.

### 2.3.2 CHANGES

If any changes are made to this Request for Qualifications, addenda will be issued. Addenda will be posted in the Office of the Purchasing Agent, on the website and e-mailed to all plan holders on record as having picked up the Request for Qualifications.

### 2.3.3 MODIFICATIONS AND WITHDRAWALS

A proposer may correct, modify, or withdraw a proposal by written notice received by the City of Salem prior to the time and date set for receipt of proposals.

Modifications must be submitted in a sealed envelope clearly labeled "Modification No. \_\_\_" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the Request for Qualifications.

After the bid opening a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

### 2.3.4 UNFORSEEN OFFICE CLOSURES

If, at the time of the scheduled proposal due date, 93 Washington Street, 2nd Floor, Salem, MA 01970, is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the due date will be postponed until 2:00 PM on the next normal business day. Proposals will be accepted until that date and time.

### **3. SCOPE OF WORK**

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#### **3.0 Anticipated Scope of Services**

At this time, it is envisioned that the following scope of services will be required. The tasks outlined below are considered to be a draft scope of services. The final scope of services may differ from the draft scope of services as fee and scope negotiations proceed.

#### **Inspection and Evaluation**

##### ***Existing Data***

The Consultant shall become familiar with the project before starting any other work. This shall include a thorough review of all City project information and site visits as necessary to investigate field conditions. The Consultant shall meet with the City staff and discuss their concerns in detail. The consultant shall make maximum use of existing information as available from the City. The City has minimal floor plans and record drawings and Operation and Maintenance manuals for installed equipment.

##### ***Comprehensive Structural Inspection***

The Consultant shall complete a comprehensive inspection of the garage to determine the condition of the structure and its principal elements including concrete structures, foundations, drainage, connections, joints and parking decks noting the extent of structural and other deterioration. The consultant shall determine the repair work necessary to bring the garage into good to excellent condition.

The structural inspection shall include a fully detailed visual inspection and shall utilize a combination of sounding, chain drag or other approved methods of inspection of the concrete to determine areas of delamination. Depending upon the condition of the garage, inspection of openings, concrete sampling and testing, this shall include structural analysis. The engineering inspection shall be tailored to the structure's general condition and only those tests which are necessary to determine the extent of deterioration of the existing structure shall be undertaken.

If the Consultant determines additional testing is necessary, The Consultant shall develop and present to the City a testing plan requiring more than standard visual inspection and non-destructive evaluations. The Consultant shall, with the City's approval, extract concrete cores, order laboratory analyses, and evaluate samples to determine physical conditions. All costs of concrete coring and other removals, along with necessary repair of surfaces to previous condition and laboratory costs shall be listed with a not to exceed for testing fee based on test costs.

The Consultant shall perform all testing required and record all observations necessary to thoroughly determine current conditions and improvements required to maintain a safe and sound parking facility.

The Consultant shall note the areas of deteriorated concrete on the garage plans and develop quantities for all necessary repair work.

The condition of waterproofing membrane systems shall be ascertained and areas of necessary repairs or total reapplication requirements shall be determined.

Structural inspection photographs: The Consultant shall provide digital and documented photographs of all structural deficiencies and include a logged catalog of the photos within the main body of the condition reports.

### **Facility Systems Inspection**

The building systems shall receive a thorough review of existing facility systems conditions and are limited to the following:

- Architectural: Openings, railings, doors, stairs, roofs, decks, ADA compliance, HVAC, Electrical and Plumbing, exhaust system etc.
- Civil Site: pavement, stripping, signing and storm water
- Fire protection

The comprehensive facility system inspection shall include all applicable code reviews, and review of the age and maintenance history of each system element. Visual inspections shall be performed to identify components that need repair, upgrade, or replacement. The existing mechanical, elevator, and electrical systems are currently under existing maintenance contracts and will not be included as part of this contract.

Facility system inspection photographs: The Consultant shall provide digital photographs of all facility deficiencies and include a logged catalog of the photos within the main body of the condition reports.

### **Urgent Action Items**

The Consultant shall identify any items that require immediate attention when performing the inspections. Such items shall include safety items and structural, mechanical or electrical systems that require immediate attention. The Consultant shall promptly notify the City of any such conditions.

### **Improvement Plan Development**

The Consultant shall develop a comprehensive improvement plan based upon the scope of repair, rehabilitation or improvement work determined during the comprehensive inspections. The following shall be considered during evaluation of rehabilitation options: repair, supplementation, and/or replacement of the system elements.

The Consultant shall prepare an estimate of the probable costs associated with the rehabilitation, reconstruction, improvement or replacement of the elements for each system. Estimates shall be completed using construction cost data for the current year and incorporate anticipated escalation rates for the recommended program year(s).

### **Life-Cycle Plans**

Additionally, a life-cycle plan for the garage shall be developed that considers the probable remaining life of the garage and the individual system elements. The factors to be considered when developing the life-cycle plans are as follows:

- Present conditions of the garage structure and major facility systems elements
- Life-cycle expectancy of existing structural and facility system elements
- Life-cycle expectancy of all proposed repairs and improvements
- Present worth costs of the various repairs or improvements

The improvement plan shall include recommendations of priority for the work associated with each element. The recommendations shall be consistent with the life-cycle plans, life-cycle benefit to cost ratios, and project scheduling of each component of work in the improvement plan.

The improvement plan in conjunction with the life-cycle plan for the garage shall result in the setting of priorities and serve as a framework for proposed capital improvement projects.

### **Report and Executive Summary**

Comprehensive inspection and evaluation shall be documented in a detailed report. The Consultant shall produce a comprehensive report for the garage which shall include an evaluation of the entire structure and major facility systems. Plan and photos documenting conditions shall accompany the reports in appendix. Each Inspection and Evaluation Report shall include an Executive summary for submission to the Project Manager. Included in the summary shall be a description of the present condition of the structural and major facility systems, repairs required and dates of previous and last inspections.

At the conclusion of the Executive Summary shall be a cross-referenced listing of the recommended repairs and improvements and the cost estimates, categorized into four categories depending on the maintenance responsibility, urgency and extent of repair needs as follows:

- Garage Operational Issues
- Maintenance Items to be performed by City forces
- Maintenance contract items – as needed
- Capital Improvement Program Items (CIP)

### **5-Year Program Development**

Using condition data collected from the comprehensive inspections, the Consultant shall develop a comprehensive five-year garage maintenance program that shall be updated annually. The Five-Year Program will be a guide for preparing the annual maintenance contracts and will be used as a tool for assuring the allocation of funding for the necessary work.

The major facility system elements that require maintenance shall be prioritized based on the type and severity of deficiency, the impact of deferring maintenance on the remaining life of the system

element and the cost of the maintenance work. The itemized listing of prioritized work items shall be accompanied by an estimate of probable costs.

The Consultant shall prepare recommendations for the garage maintenance contract based upon the itemized listing of prioritized work noted above. The Consultant shall assist the City in prioritizing and selecting those items to receive maintenance by considering the following items:

- Urgency of the repairs required
- Impact of deferring maintenance work
- Estimated cost of the repairs
- Economies of scale by grouping major materials together (i.e. fiscally prudent work packaging strategies)

### **Annual Parking Garage Maintenance**

The Consultant shall assist the City with any necessary design, plans, specifications and estimates for items identified as requiring maintenance in year one of the five year program. The consultant shall also assist the City with advertisement, evaluation and selection of companies selected to perform maintenance activities identified in the report.

The Consultant, at a minimum, shall initiate the following for each maintenance item when necessary:

- Determine what permits, if any, are required.
- Coordination as needed with the City of Salem Building Department, Engineering Department, Department of Public Works and any other Department with jurisdiction.
- Coordination and review with all relevant utilities and government agencies. Provide detailed structural analysis where applicable.

### **3.2 PROJECT FEE**

The City has established a not-to-exceed fee of seventy two thousand five hundred dollars (\$72,500) for the scope of services described herein.

### **3.3 ANTICIPATED PROJECT SCHEDULE**

RFP Issued:	<b>May 10, 2017</b>
Project Briefing:	<b>May 24, 2017</b>
RFP Due Date:	<b>June 7, 2017</b>
Anticipated Contract Award:	<b>July 7, 2017</b>
Report Complete:	<b>September 7, 2017</b>

## 3.7 TECHNICAL PROPOSAL SUBMITTAL REQUIREMENTS

### 3.7.1 GENERAL

1. Submission Checklist
2. Certifications
  - Non-Collusion
  - Tax Compliance
  - Corporate Bidder
  - Standard Designer Selection Form
3. Letter of Transmittal
  - A letter signed by an officer of the firm, binding the firm to all comments made in the proposal is required. Include a primary contact person for the proposal.

### 3.7.2 FIRM INFORMATION

4. A description of the firm, including the number of employees and their disciplines, their philosophy on serving clients, location, years in business.
5. The firm's project lead and the firm's relevant experience in inspecting and designing rehabilitation projects of pre-cast and cast-in-place, conventional and post tensioned concrete parking garages.
6. The firm's relevant experience in inspecting and evaluating a building's structural components including load ratings, architectural and civil site components.
7. A list of relevant projects the firm has completed with the name, address, telephone number and email address of a contact person knowledgeable of the consultant's performance to check references.
8. The framework and structure of the proposed team with an organizational chart.
9. A description of how the project will be organized, who will do the work and the roles the various members of the multi-disciplinary team will play in the project, including any sub-consultants. Resumes of the key personnel who will be assigned to this project, including qualifications and relevant experience.
10. The firm's current and projected workload and its ability to meet the schedule outlined in this RFP.
11. The firm's approach to this type of work showing a general understanding of the City of Salem's Museum Place Parking Garage Evaluation and Maintenance Program, the program schedule and the required procedures.
12. Qualifications and relevant experience of proposed sub-consultants similar to that described above.

13. Experience –The City may request examples of the firms experience after we have short listed our search, examples of previous structural evaluation documents.

## 4. EVALUATION AND SELECTION CRITERIA

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### 4.1 MINIMUM REQUIREMENTS

All participants must meet the following minimum requirements:

	Yes	No
Architect/Engineer must have completed similar, parking structure-related work, in Massachusetts within the last five years.		
Architect (s) and any participating engineers must be licensed and registered in Massachusetts.		
Must and have at least five (5) years of experience providing relevant services.		
Proposer must submit a complete application in accordance with RFP <i>Section 3.1 Requirements and Submissions</i> .		

### 4.2 EVALUATION CRITERIA

Quality and Depth of Project Experience

<i>Highly Advantageous</i>	Proposer and/or team member project work samples are of outstanding quality in content, technical presentation and are relevant.
<i>Advantageous</i>	Proposer and/or team member project work samples are of good quality in content, technical presentation and relevant.
<i>Not Advantageous</i>	Proposer and/or team member project work samples are not relevant and are of poor quality in content, technical presentation.

Desirability of approach to the project, demonstrated understanding of scope of work, and proposer's ability to undertake and complete this project in a timely manner and on budget.

<i>Highly Advantageous</i>	The proposal demonstrates an excellent approach to the subject material, an understanding of the scope of work, ability to communicate effectively and in a timely fashion with the City and a timeline and budget required for each project phase.
<i>Advantageous</i>	The proposal demonstrates a good approach to the subject material, an understanding of the scope of work, ability to communicate effectively and in a timely fashion with the City and presents a timeline and budget required for each phase of the project.
<i>Not Advantageous</i>	The proposal does not demonstrate a desirable approach to the project and does not demonstrate a clear understanding of the scope of work.

Overall Quality of Client References

<i>Highly Advantageous</i>	All references contacted spoke favorably of the work performed by the proposer and would use them again for a similar project without hesitation. All references confirmed that the consultant had met schedule expectations, communicated effectively with municipality and delivered an “on-time” and on budget project.
<i>Advantageous</i>	The great majority of references spoke favorably of the work performed by the proposer and would use them again for a similar project without hesitation. The great majority of references confirmed that the consultant had met schedule expectations, communicated effectively with municipality and delivered an “on-time” and on budget project.
<i>Not Advantageous</i>	One reference indicated that there had been significant difficulties with the proposer’s ability to deliver the contracted services and deliverable, and complete the project on budget and in a timely manner.

#### **4.3 RULE FOR AWARD**

Any contract that may result from this procurement shall be awarded to the responsible and responsive proposer offering the most advantageous proposal, taking into consideration all evaluation criteria described herein.

#### **4.4 INTERVIEWS**

The Designer Selection Committee will conduct interviews as part of the selection process in accordance with *Section 4.1 Minimum Requirements* and *Section 4.2 Evaluation Criteria*.

#### **4.5 SELECTION PROCESS**

Proposals will be evaluated upon the basis of the criteria for selection set forth and will then be ranked in order of qualification. The first, second, and third ranked proposals will be further reviewed and evaluated, including reference checks and possible interviews by the committee.

The City reserves the right to request further information from the three (3) highest ranked applicants.

The Owner reserves the right to reject any and all responses as if the Owner determines, within its own discretion, that it is in the Owner’s best interests to do so. This RFP does not commit the Owner to select any Respondent, award any contract, pay any costs in preparing a response, or procure a contract for any services. The Owner also reserves the right to cancel or modify this RFP in part or in its entirety, or to change the RFP guidelines. A Respondent may not alter the RFP or its components.

#### **4.5 POST INTERVIEW EVALUATION GUIDELINES**

- Qualifications and Experience

- Technical Qualifications
- Response to the Scope of Work
- Consulting Team project experience, project approach and references ( 4.2 Criteria)
- Allocation of Resources and Schedule

## 5. TERMS AND CONDITIONS

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### 5.1 TERM OF CONTRACT

Any contract the results from this procurement shall commence upon issuance of the 'Notice to Proceed' and terminate 3 years from that date, or upon completion of the scope of services, whichever is sooner.

### 5.2 ASSIGNMENT AND SUBCONTRACTING

The selected vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City. The successful bidder shall be fully responsible to the City for the acts and omissions of his subcontractor, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

### 5.3 PAYMENT

The City shall make every effort to furnish payment within thirty (30) days of receipt of a reasonably detailed invoice. Any invoice received must reference the contract number. Nothing contained in the contract shall create any contractual relation between any subcontractor and the City. The Successful Proposer shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the application provisions of the Contract for the improvements embraced in the site preparation.

The architect or firm will submit invoices within seven (7) business days of completed project phases via electronic submission to the Department of Planning and Community Development or by mail to the Department of Planning and Community Development, 120 Washington Street, 3rd Floor, Salem, MA, 01970.

### 5.4 INSURANCE REQUIREMENTS

General- The Vendor shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Vendor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the Town of Salem, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

Vendor's Comprehensive General Public Liability and Property Damage Liability Insurance - The Vendor shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of

bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automotive and Property Damage Insurance - The Vendor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property.

The Vendor must carry Workman's Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other City and State Laws and Regulations.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Salem at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Vendor.

All insurance coverage shall be at the sole expense of the Vendor and shall be placed with such company as may be acceptable to the City of Salem and shall constitute a material part of the contract documents.

Failure to provide written proof to City and continue in force such insurance as aforesaid shall be deemed a material breach of the contract, and may constitute sufficient grounds for immediate termination of the same.

## **5.5 INDEMNIFICATION**

Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees.

## **5.6 FEDERAL AND STATE LAW**

The selected contractor shall comply with all applicable Federal, State and Local laws and ordinances.

**5.7 OWNERSHIP OF INFORMATION/RIGHT TO USE**

All files, records, and documents prepared by Designer pursuant to this Contract, and all text, electronic, and graphic files shall be property owned by the City and the City shall own any copyrights thereon. The City may use all such files, records, and documents in any manner that it chooses to. The Designer shall incorporate by reference this provision into all contracts with its consultants and subconsultants with respect to the services provided under this Contract including, but not limited to, architects, engineers, estimators, surveyors, designers, and photographers. The designer and its consultants and subconsultants shall not be responsible for changes made in the documents or other items without the designer's authorization, nor for the City's use of the documents on projects other than the Project.

**5.8 DISCLOSURES**

The applicant must disclose any legal action brought by or against them at any time as a result of their work in this area.

**5.9 SAMPLE CONTRACT**

See 'Sample Contract' attached.

# SAMPLE CONTRACT

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## CITY OF SALEM

Department  
Supply/Services  
**Contract Number:**

1. THIS AGREEMENT made and concluded this \_\_\_ day of \_\_\_\_\_ in the year Two Thousand \_\_\_\_\_ by and between \_\_\_\_\_; hereinafter referred to as the (Vendor) and the City of Salem, 93 Washington Street, Salem, MA 01970, a municipal corporation established under the laws of the Commonwealth of Massachusetts, acting by and through its Mayor, Kimberley Driscoll; its Purchasing Agent, Whitney Haskell; and its \_\_\_\_\_; thereto duly authorized, hereinafter referred to as the (City).
2. WITNESSETH, that the said Vendor has agreed and by these presents does agree, for the consideration hereinafter contained to provide \_\_\_\_\_ pursuant to the Vendor's proposal/bid dated \_\_\_\_\_ . (and attached hereto.)
3. In case of any alteration of this contract, so much thereof as is not necessarily affected by the change, shall remain in force upon all parties hereto; and no payment for \_\_\_\_\_ under such alteration shall be made until the completion of the whole contract, and the adjustment and payment of the bill when rendered for same shall release and discharge the said City from any and all claims or liability on account of \_\_\_\_\_ furnished under this contract, or any alteration thereof.
4. **Performance Period:**
5. The Vendor shall not assign or transfer this contract, or any part thereof without the prior written consent of the Purchasing Agent of said City.
6. And the said Vendor further agrees to indemnify and save harmless the said City of Salem, its officers and agents from all claims and actions of every name and description brought against the said City, or its officers and agents, for or on account of any injury or damage received or sustained by any person, structure or property, by or from the said Vendor, servants or agents, or by, or on account of, any act or omission of the said Vendor, or servants or agents, in the performance of this contract; and the Vendor hereby agrees that so much of the money due to under, and by virtue of, this agreement, as shall be considered necessary by said Purchasing Agent, may be retained by the City until all such suits or claims for damages as aforesaid, shall have been settled, and evidence furnished to the satisfaction of said Purchasing Agent, provided, however, that notice of such claims, in writing and signed by the claimants, shall be previously filed in the offices of the City Clerk of said City.
7. It is furthermore agreed by the Vendor that the performance of this contract shall be strictly in accordance with its bid/proposal dated \_\_\_\_\_ , now on file at the Office of the City Purchasing Agent of Salem, Massachusetts, which bid/proposal is hereby made a part of this contract by reference.
8. IN CONSIDERATION WHEREOF, the City agrees to pay to the Vendor \_\_\_\_\_ (\$\_\_\_\_\_), said payment to be made within thirty days from receipt and acceptance of a reasonably detailed invoice. **THE ABOVE CONTRACT NUMBER MUST BE REFERENCED ON ALL INVOICES IN ORDER FOR THE VENDOR TO BE PAID.**

## 9. Insurance Coverage:

**General** - The Vendor shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Vendor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Salem, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

### **Vendor's Comprehensive General Public Liability and Property Damage Liability Insurance**

The Vendor shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit or not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

**Comprehensive Automotive and Property Damage Insurance** - The Vendor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property.

The Vendor must carry Workman's Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other City and State Laws and Regulations.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Salem at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Vendor.

All insurance coverage shall be at the sole expense of the Vendor and shall be placed with such company as may be acceptable to the City of Salem and shall constitute a material part of the contract documents.

Failure to provide written proof to City and continue in force such insurance as aforesaid shall be deemed a material breach of the contract, and may constitute sufficient grounds for immediate termination of the same.

10. This Agreement may be terminated upon thirty (30) days prior written notice for failure of Vendor to provide adequate service as determined by the Purchasing Agent.

11. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement is subject to the provisions of Massachusetts's law, and to all lawful implementing regulations, as amended from time to time.

12. IN WITNESS WHEREOF the said; (\_\_\_\_\_); Vendor hath caused these presents and an instrument of like tenor to be executed in its name and behalf by a properly authorized officer of said company.

An instrument of like tenor to be executed by the City in its name and behalf by its Mayor; its Purchasing Agent, and \_\_\_\_\_.

All duly authorized as aforesaid, and its corporate seal to be hereto affixed.

\_\_\_\_\_  
By:

**CITY OF SALEM:**  
By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
**Kimberley Driscoll,**  
**Mayor**

\_\_\_\_\_  
Authorized Officer (print name)

\_\_\_\_\_  
**Sarah Stanton,**  
**Finance Director**

\_\_\_\_\_  
Title

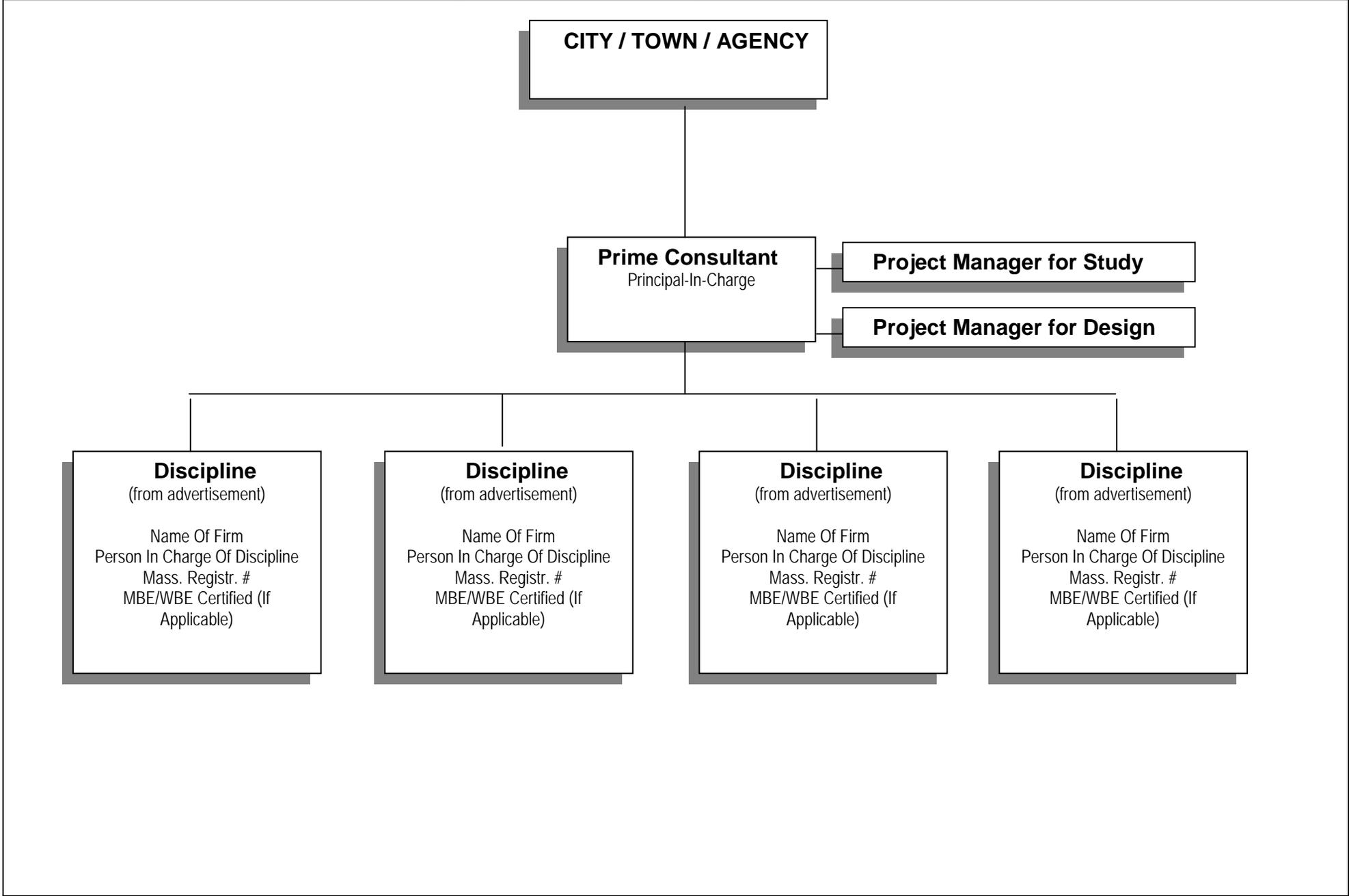
\_\_\_\_\_  
**XXXXX,**  
**XXXXXXXXXXXXXXXXXXXX**

\_\_\_\_\_  
**Whitney Haskell,**  
**Purchasing Agent**

Approved as to form: \_\_\_\_\_  
**Elizabeth Rennard, Esq.,**  
**City Solicitor**



6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers</u> . Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;">           MBE <input type="checkbox"/>            WBE <input type="checkbox"/>            SDVOBE <input type="checkbox"/>            VBE <input type="checkbox"/> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;">           MBE <input type="checkbox"/>            WBE <input type="checkbox"/>            SDVOBE <input type="checkbox"/>            VBE <input type="checkbox"/> </div>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include <b>ONLY</b> Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.

Sub-Consultant Name:

a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.

# of Total Projects:		# of Active Projects:	Total Construction Cost (In Thousands) of Active Projects (excluding studies):		
Role P, C, JV *	Phases St., Sch., D.D., C.D., A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
		11.			
		12.			

\* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

**Be Specific – No Boiler Plate**

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date
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12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer **YES** or **NO**. If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).

13. Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

14. If Corporation, Provide Names Of All Members Of The Board Of Directors:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

15. Names Of All Owners (Stocks Or Other Ownership):

Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted by \_\_\_\_\_ Printed Name and Title \_\_\_\_\_ Date \_\_\_\_\_  
 (Signature)