

CITY OF SALEM



REQUEST FOR PROPOSALS

#T-14

ARCHITECTURAL SERVICES FOR FOREST RIVER POOL, BATHHOUSE & ASSOCIATED FACILITIES

October 4, 2017

PROPOSALS DUE:

Wednesday November 29, 2017, 11:00 AM

*Late proposals will be rejected



Yeimi Colon
Acting Purchasing Agent
93 Washington Street, 3rd Floor
Salem, MA 01970
yclon@salem.com
978-619-5696

TABLE OF CONTENTS

	#
Introductory Documents	
Cover Sheet	5
Proposer's Checklist	6
Required Certifications	7
Legal Notice	8
1. General Information	
1. Procurement Summary	9
2. Applicable Law	9
3. Approval	9
4. Incorporation by Reference	9
5. Time for Award	9
6. Right to Cancel	8
7. Taxation	9
8. Obtaining the RFP	10
9. Pre-proposal Briefing Session	10
2. Instructions to Proposers	
1. Requirements and Submissions	11
2. Proposal Delivery	11
3. Questions, Changes, Modifications and Withdrawals	12
4. Unforeseen Office Closures	13
3. Project Description, Evaluation and Selection	
Introduction	14
Site Description	15
Facility Conditions	19
Status	20
Important Considerations	20
Existing Information	22
Scope of Work	23
Project Fee	32
Anticipated Project Schedule	32
Technical Proposal Submittal Requirements	34
Price Proposal	36
Minimum Requirements	37
Evaluation Criteria	37
Award, Interviews, Selection	39
Post Interview Evaluation Guidelines	40

4. Terms and Conditions

1. Term of Contract	41
2. Assignment and Subcontracting	41
3. Payment	41
4. Insurance Requirements	41
5. Indemnification	43
6. Federal and State Law	43
7. Ownership of Information/Right to Use	43
8. Disclosures	43
9. Sample Contract	44

COVER SHEET

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

Submission Requirements:

- ☐ Completed Cover Sheet
- ☐ Checklist (this sheet)
- ☐ Technical (Non-Price) Proposal
 - Letter of Transmittal
 - Qualifications and Experience
 - Project Approach
 - Scope of Services
 - Schedule
 - City Resources
- ☐ Certifications Form
 - Non-Collusion
 - Tax Compliance
 - Corporate Bidder
 - Standard Designer Selection Form
- ☐ Acknowledgement of Addenda: _____ (if applicable)
- ☐ Price Proposal (in separately sealed envelope)

REQUIRED CERTIFICATIONS

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

**City of Salem
Legal Notice
Request for Qualifications T-14**

Sealed proposals will be received at the Office of the Designated Purchasing Agent, 93 Washington Street, 2nd Floor, Salem, MA 01970 at **11:00 AM on Wednesday November 29, 2017** at which time and place they will be opened for the following:

Architectural Services for Forest River Pool, Bathhouse & Associated Facilities

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 October 4, 2017** at 120 Washington Street, 3rd Floor, Salem, MA 01970, and from the Purchasing Department's website at www.salem.com/purchasing under "Open Procurement."

A briefing session will be held at **10:00 AM on October 19, 2017** at Forest River Pool, 38 Clifton Avenue in Salem MA 01970.

The Designer's fee shall not exceed fifty thousand dollars (\$50,000.00).

Office Hours:

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

Thurs: 8:00 AM-7:00 PM

Fri: 8:00 AM-12:00 PM

Yeimi Colon
Acting Purchasing Agent

Salem News, xxxxx

1. GENERAL INFORMATION

1.1 PROCUREMENT DESCRIPTION

The City of Salem, through its Purchasing Department, is seeking proposals from highly qualified architects and other designers and consultants to provide architectural, engineering, and other related services for a new Forest River pool and associated building and facilities.

1.2 APPLICABLE LAW

This procurement will be conducted pursuant to Massachusetts General Laws Chapter 7C.

1.3 APPROVAL

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

1.4 INCORPORATION BY REFERENCE

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

1.5 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.

1.6 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.

1.7 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.

1.8 OBTAINING THE REQUEST FOR PROPOSALS

The Request for Qualifications shall be available beginning, Wednesday October 4, 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 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.

1.9 PRE-PROPOSAL BRIEFING SESSION

A pre-proposal briefing session will take place at 10 AM October 19, 2017, at the Forest River Pool, 38 Clifton Avenue in, MA 01970. Please go through the gate and park in front of the pool building.

2. INSTRUCTIONS TO PROPOSERS

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 (See Section 3.9 for more information)

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 3.9.

2.1.2 PROPOSAL DELIVERY

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

2.1.3 DUE DATE AND TIME

Proposals shall be received by the Office of the Purchasing Agent on or before **11 AM, Wednesday November 29, 2017.**

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

2.1.5 ADDRESS

Sealed proposals shall be delivered to:

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

2.1.6 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

2.1.7 COPIES

Proposers must submit **one (1) original** and **three (3) copies** of their proposals. In addition, Proposers must submit **one (1)** electronic copy of their Proposal.

2.1.8 LABELING

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

2.1.9 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.

2.2 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

2.2.1 QUESTIONS

Questions concerning this Request for Qualifications must be submitted in writing to: Yeimi Colon at ycolon@salem.com at least five (5) days prior to the proposal due date. Written responses will be posted on the website.

2.2.2 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.

2.2.3 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.

2.2.4 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 PROJECT DESCRIPTION, SCOPE OF WORK, SUBMITTAL REQUIREMENTS

INTRODUCTION

The City of Salem seeks design, engineering, and consulting services to develop a study, including a preferred program, layout, and associated cost and schedule for the Forest River Pool, Bathhouse and Associated Facilities. Design services are also requested for subsequent phases including, Schematic and Design Development, Construction Documents and Specifications, Bid Review Assistance and Design Oversight. This project will consist of a new pool, and new and/or renovated buildings and associated facilities.

The existing and proposed facilities are located in the Forest River Park, with stunning views Salem Harbor and Marblehead. The facility has been at that location for over 100 years in various forms, and has provided generations of families and residents recreation, exercise, and relaxation. This is a unique opportunity to provide a new facility that brings together the community in a dramatic setting while creating innovative solutions to providing a modern facility that preserves the character of the park.

The existing pool was last updated in 1999, when it was expanded and converted from salt-water to fresh water. Its associated bathhouse was constructed in the 1930s and was significantly updated in 1972. This design study will review the existing site, identify options for the design of a new complex, and develop plans for the preferred option. The new complex will consist of a new pool, a new or renovated bathhouse, and new associated facilities set within a landscaped site.

A recent study has determined that the existing pool can no longer be upgraded to meet current codes and is losing water continually. The bathhouse building is exhibiting signs of deterioration and as configured does not meet the needs of a modern bathhouse.

The new facility must be designed to respect and enhance the existing natural and historic resources and assets, while also meeting all current code, safety, and wetland requirements. The facility must have a universal design that welcomes a diversity of people. In addition, the new facility must enhance the City's ability to program activities at this location.

The City of Salem has developed some initial conceptual plans for a new facility, and the current ECC is \$5-7 million. However, there are many options that need to be explored.

The fee for Task 1 – Study Phase (a-f) of this project is not to exceed \$50,000. Additional reimbursables, if needed, shall be negotiated at a later date.

The City of Salem will use the consensus solution derived in this task to secure funding for the complete project. If the City of Salem proceeds with subsequent phases, the City of Salem reserves the right to negotiate with the selected designer for Tasks 2-6.

The City expects the design contract to commence on or around January 26, 2018, and the Study including a consensus solution to be completed May 2018.



Aerial view of site

3.1 SITE DESCRIPTION

The Forest River Park Pool is located in the Forest River Park at 38 Clifton Avenue in Salem MA. The site is a wooded park, located along Salem Harbor, with coastline along over 50% of its boundary, and neighborhoods abutting the remaining boundaries. The whole park is 30.37 acres, and has a baseball diamond, basketball courts, tennis courts (older), beaches, and Pioneer Village museum (a recreated 17th century village). The park is heavily used for active and passive recreation.

City of Salem Massachusetts RFQ for Designer Services for Forest River Pool, Bathhouse, & Associated Facilities

This project is focused on approximately 3.5 acres of the southeastern part of the park and the access road to the pool facility. There is substantial community involvement in the pool's programs, including seasonal memberships, swimming lessons, summer camps, adult swimming, and competitive team usage. In all, the pool enjoys broad appeal across all population groups in the city.

The Salem Park & Recreation Department and the YMCA run a number of programs in the park and at the pool.

Wetland and Flood Zones



3.2 FACILITIES & CONDITIONS

3.2.1 FACILITIES

See Attachments for more information.

Pool:

The facility includes one swimming pool for water recreation. The pool was originally constructed as a tidal pool around 1901, and has seen renovations as late as 1999. In 1972 a major upgrade was added, including the smaller kid pool (See Attachment E – Existing Drawings). The facility's last major upgrade occurred in 1999 when the City converted the salt water pool to a recirculating, fresh water pool. Maintenance is performed on the facility in order to keep it operational before each summer season.

The current pool configuration is split into two separate portions. The long lap lane portion of the pool is approximately 65-feet wide by 187-feet long with depths from 3.0-feet on the north side of the lap lanes, sloping to depth of 9-feet in the south end of the pool. The pool also contains a shallow children area. This section of the pool is approximately 50-feet wide by 60-feet long, with depths of 1'-9" deep to depths of 3 FT. This section of the pool has a ramp system that allows patrons to enter the pool. The entire pool approximately has a surface area of approximately 15,150 square feet, contains 610,000 gallons of water, with 724 linear feet of perimeter. The size of the pool potentially could accommodate approximately 800 patrons, however, there is not enough space surrounding the pool or bathroom facilities for that many patrons. The lap pool is very large and oversized for the majority of users.

The City currently contracts with the YMCA to operate the pool in the summer (it is typically only open 6-8 weeks). The YMCA typically staffs that pool with 12 guards so the max bather load is 300 at one time.

The pool has a small area of concrete decking around the perimeter, and is surrounded by a 6-foot chain link fence.

City of Salem Massachusetts RFQ for Designer Services for Forest River Pool, Bathhouse, & Associated Facilities



Original tidal pool as designed in early 1900's



Middle Photo: Kid pool off season, Lower Photo: Lap pool in season

Filtration System:

The existing filtration system was constructed in 1999. The filter building is a precast concrete building. Constructed in 1999, the building contains a flat roof and houses the pool circulation pump, electrical panels, chemical analyzers, and chemical feeders for the swimming pool's recirculation system.

Bathhouse

It is believed that the existing bathhouse and filter buildings were built in the 1930s. This bathhouse may have enlarged or replaced the original bathhouse which was constructed around 1901. The current building is a single-story masonry structure with flat roof and timber framing. Design elements include a stucco exterior, corner quoins and decorative cornice, arched windows, and arcaded openings (many now blocked). Some maintenance renovations have been regularly performed by the City throughout its lifetime. This includes painting, some fixture upgrades, some ADA compliance upgrades, and new roofing. The 1972 renovation included all the new electrical, plumbing, and other features.

Other Facilities in the Site Area:

There is also an access road to the existing pool. There is a playground near the site. The existing road may not meet emergency vehicle access codes. There is a tennis court to the Southwest of the pool, that is disrepair and could be removed or relocated.

3.2.2 CONDITIONS

The pool, bathhouse and associated facilities are all in deteriorated condition and out of code compliance. The entire complex is currently facing many challenges in order to continue to safely operate. The old pool structure and 75+ year old bath house along with the nineteen-year-old filtration equipment are all deteriorating and no longer comply with today's standards. The existing pool has exceeded its useful life and does not comply with current building and health codes. In addition, the pool is in the storm surge zone which is affecting it structurally as well as making it severely difficult to maintain (loses water, then fills in with water as the tides come and go). The pool does not have the right number of gutters, water circulation, and the deck has severe cracking.

The bathhouse building is exhibiting exterior deterioration that may indicate structural issues. Further study of the building is needed to assess its condition and restoration needs for potential continued use as a bathhouse. The building does not have enough bathroom facilities for the number of patrons. In addition, the building's electrical and mechanical systems are out of code.

More on the condition of the facilities can be found in Attachment C.

3.3 STATUS

The City of Salem hired a consultant, Weston and Sampson, in early 2017 to conduct a conceptual plan for the whole park, as well as a comprehensive assessment of the pool, the bathhouse and the associated facilities, see attached report. Based upon the report's findings, renovation of the existing pool is not a viable option. Therefore, the City is proposing to replace the existing pool with a new pool, replace or renovate the existing bathhouse building and construct new associated facilities. It is envisioned that the new complex will be located generally in the same location, but will be moved and realigned. This project will also improve access to the complex. The access road may need to be improved, some parking, and the pool moved away from the ocean, thereby protecting the City's asset. The renovated or new building will meet new codes, and will enhance the natural and historic character of the site. Please see in Attachment F early conceptual plans which were developed to determine feasibility of sizing and placement, but do not reflect consensus layout, size, or design. These concepts also were used to gather initial public feedback.

The City made some repairs to the pool this summer to ensure that the facility could remain open. It is expected that the facility will need to close next summer, and that pool users will have to be accommodated elsewhere for one to two seasons.

Currently two other projects are ongoing in the Forest River Park. The Canal Street Flood Control Project Phase 1 and the Forest River Park Seawall (Northern beach). The Canal Street project will completely upgrade the baseball and basketball areas, put a new drainage pipe down the property near the fields, improve the pond, and upgrade the parking.

The City submitted a Project Notification Form to the Massachusetts Historical Commission who requested the City consult with the Salem Historical Commission and the non-profit Historic Salem, Inc. (See Attachment D). The City met with the Historical Commission in September 2017. Through this meeting, it was agreed that the City would seek an initial assessment of the building's structural condition and its potential for restoration and continued use as a public bathhouse.

3.4 IMPORTANT CONSIDERATIONS

Any team member should understand the following considerations when putting forward a proposal for this project. These are listed in no particular order.

- 1) The project must meet tight budget constraints, while meeting several programmatic needs among various users even during construction. It is important that all funding sources and fundraising opportunities are supported.
- 2) This is an important asset to the City, and the project will need to be planned and scheduled with significant coordination with the City and the various groups that use the facility. The City has a goal of opening the pool the summer of 2019, but no later than the summer of 2020. The project must stay on the schedule it sets.

- 3) The site is within several wetland and coastal resources, and will need to file an ENF with MEPA, as well as Army Corp and Conservation Commission permits. Issues of resiliency are critical to the City, and to this project. In addition, a portion of coastal bank and wetland will need to be restored where the pool currently exists. Consultants must be open to considering this in context of the regulatory constraints and historic context.
- 4) The pool and bathhouse building are not currently listed in the National Register of Historic Places but they are located in Forest River Park (MHC# SAL.916), which is included in the Massachusetts Inventory of Historic and Archeological Assets. The design team must be capable of conducting historical research, assessing building conditions, and providing a preservation analysis. Should the building be determined not preferably preserved, the design team must consider options to incorporate historical features into the design of a new complex.
- 5) The City needs to balance several different needs for the new facility, and will need to ensure that the project teams engage with all user groups, and in particular outreach to the environmental justice communities and the City's younger and older generations. This project must strive for universal design.
- 6) The goal of this project is to be zero net energy for the site. The minimum requirements are for it to meet 20% above the current energy code and receive all applicable utility incentives.
- 7) There has been a significant amount of construction at Forest River and surrounding neighborhoods for several years. Working with the neighbors and the City mitigate the impact of more construction is important.
- 8) The new facility will need a structure of operations, oversight and maintenance. The designer must work with the City to develop solutions for O&M.
- 9) Transportation, access, and parking will all need to be part of the scope. There is limited parking at the site, and the existing access and parking will need to be updated to code and alternative transportation options will need to be integrated.
- 10) The Director of Capital Projects and Municipal Operations, or their designee, will coordinate with the designer to work with all City Departments. Designers should ensure all communication goes through and/or includes the Director. Designers should also ensure that they have a plan for communication among staff and subconsultants.

3.5 EXISTING INFORMATION

Attachment B: Photos

Attachment C: Forest River Park Pool Evaluation – Weston & Sampson 2017

Attachment E: Existing Drawings

Other projects at Forest River Park:

- Canal Street Flood Mitigation and Utility Improvement Project Phase 2

- Plans

https://www.salem.com/sites/salemma/files/uploads/228340.11_salem_-_contract_a.pdf_-_final_-_stamped.pdf

- Presentation:

http://www.salem.com/sites/salemma/files/uploads/final_meeting_presentation_3-15-17_3.pdf

3.6 SCOPE OF WORK

The Scope of Services shall include but is not limited to:

3.6.1 TASK 1: CONFIRM PROGRAM, LAYOUT, AND PREFERRED ALTERNATIVE

3.6.1.1 Purpose: The purpose of this phase is to gather all relevant information, develop a plan to move forward, gather any additional information needed, finalize program, and then develop alternatives for the pool complex. An initial assessment and study has been completed, so the purpose is to bring that work forward and to develop a plan and next steps.

3.6.1.2 Goal: Develop consensus solution to move into Schematic Design and to develop realistic budget and schedule. There must be enough information and consensus in order to develop a legitimate cost, layout, and schedule to present to City Council and grants.

3.6.1.3 Scope of Services Task 1a - Project Definition

At the outset of the study, the designer will develop the following:

- 1) A statement of understanding of the vision, regulations and goals for the project.
- 2) Review and summarize existing documentation, studies, initial observations, and identify additional information or investigation needed.
- 3) A preliminary budget for the Forest River project, based upon the existing ECC, which includes all remaining designer service, contingencies, testing and other work, Owner's Project Management consultants, permits, and any other fees or costs associated with the project.
- 4) A projection of the project schedule and timeline to include Study, Design, Bid and Construction through occupancy.
- 5) Organization chart of all team members and stakeholders

3.6.1.4 Scope of Services Task 1b – Data Collection and Analysis

During this phase, the emphasis will be on collecting and analyzing data which will inform the different alternatives being considered.

Scope of Services:

- 1) Historic Survey: Analysis of the bathhouse building's historic significance; existing conditions; and restoration option for continued use as a bathhouse. It is recommended that the design team provide an abbreviated report following National Park Service guidelines found in "The Preparation and Use of Historic Structure Report" April 2005.
<https://www.nps.gov/tps/how-to-preserve/briefs/43-historic-structure-reports.htm>
- 2) Review and confirm existing issues with the site and any permitting or regulatory issues. Determine if there are any critical surveys that need to be conducted in order to move forward with the next phase. If soil, geotechnical borings, and/or hazardous

waste surveys are needed in order to successfully complete Task 1, the designers shall provide a cost to conduct those.

- 3) It is anticipated that this project will require: Army Corp, Wetlands, Chapter 91 permits, at a minimum. The design team will need to determine the areas that are affected by these permits, and what impact those will have on the design.
- 4) Review existing preliminary program, budgets, technical reports and general project background. Identify additional information, analysis, and specialized information needed to proceed with the program development. The architectural team will develop preliminary programmed spaces, provide an analysis of the program, including size, regulations, future trends, and spatial adjacencies to develop: a preliminary tabular program of net square feet with net to gross ratio, typical room layout and adjacency diagrams, utilization analysis, and licensing & technical requirements.
- 5) Review similar projects and compare program, costs, and approach.
- 6) Develop Sustainability approach for the project:
 - i. **Minimum requirements** are for this project to meet the Massachusetts Stretch Code, and qualify and receive utility incentives.
 - ii. The team must analyze other certifications systems (i.e. PassiveHouse and LEED Gold requirements) for compatibility. Determine best approach to achieving zero net energy. This shall be the preferred alternative for further development.
- 7) Cost: Document order of magnitude construction and operating cost estimates.
- 8) Schedule: Preliminary schedule from design through occupancy.
- 9) List required permits and associated regulatory agency reviews which can potentially impact project schedule.
- 10) Initial Fundraising Plan/Options
- 11) Documentation of process and information needed to assess Operation and Maintenance Costs and Development of Plan.

3.6.1.5 Scope of Services Task 1c: Alternatives

Development and testing of several solutions, with a minimum of 3 viable alternatives that will be more fully developed. If the historic analysis conducted under Task 1b determines that it is technically and financially feasible to restore the bathhouse, then that shall be one of the alternatives. These alternatives will explore options that meet the program, site constraints, and code considerations as determined in previous phases. These will also explore various levels of sustainability. Costs comparisons should include first cost and operating cost.

- a) Site Layout: Based upon the previous study, input from stakeholders, and the survey, explore options for building locations and circulation.
- b) Construction scenarios: Present pros and cons analysis regarding cost, construction schedule, sustainability, and constructability.
- c) Cost:
 - i. Develop order of magnitude cost estimates for each option to facilitate informed decision-making.

- ii. Should alternatives track higher than the established budget allows, develop options for scope & program re-evaluation. Explore options for other funding such as utility incentives, grants, and other sources.
 - iii. Verify the project can be built and operated for the target budget as established by the City of Salem.
- d) Schedule: Update the preliminary schedule from design through occupancy incorporating any new applicable information; include an updated permitting analysis.

3.6.1.6 Scope of Services Task 1d - Global Workshop

A Global Workshop will take place at an agreed-upon point to solicit input and feedback on project development; ideally just prior to the selection of a preferred alternative. This workshop will be led by the designer and will take place in Salem where project participants and interested parties will be given a chance to comment on the alternatives with the goal of a recommendation for the site and building concept to be further developed.

3.6.1.7 Scope of Services Task 1e - Draft and Final Report

The designer will develop a report compiling the products of Tasks 1. The final report, including an executive summary and project narrative, will be prepared and submitted for the City Council and grant applications. The final report shall consist of: executive summary, project justification, finalized program in narrative and tabular form, initial layout/drawings, M/E/P and site narratives, code analysis, finalized sustainable design approach (LEED, Living Building, etc.), energy model showing projected compliance, a cost narrative, operating cost analysis and cost estimate, and a proposed project schedule. Cost narrative and detailed cost estimate in Uniformat II and an estimated building operation cost analysis. Costs shall include: ECC and all other costs such as, Bonds, Overhead & Profit, Testing, Permitting, temporary facilities, design, commissioning, LEED, etc.

Included in an appendix will be the following:

- Alternative Solutions
- Meeting Minutes & relevant project correspondence
- Technical Reports
- Regulatory documents and correspondence
- Supplemental Photos
- Permitting Issues and Timeline

3.6.1.8 Task 1f - Full Proposal for Tasks 2-6.

3.6.1.9 Meetings and Public Process

In general, the designer should plan on weekly conference call coordination meetings with key staff and the City during all of Task 1 (and subtasks). The Designer will be responsible for organizing and taking minutes for these meetings. The Designer should plan on a least one in person meeting for Task 1a for introductions (all key staff and subs should plan to attend), at least 2 meetings (at least one with the stakeholder group) for Task 1b, at least 2 meetings for task 1c (including stakeholders), and Task 1e, at least 1 in person meeting to go over draft.

Public engagement. Initial feedback the City has received from the public will be provided to the team from the original concept plan. Some information is provided in Attachment F. There will be a stakeholder group that will be available for vetting options, however, the design team must use creative ways to get feedback from various groups, including, but not limited to, neighborhood meetings, webinars, surveys, youth/school groups, etc.

Important Notes:

1. The City of Salem reserves the right to evaluate the performance of the designer during Task 1. The City reserves the right to proceed with the selected designer into the next phases pending successful completion of Task 1 and allocation of funding for the next phases from the city of Salem or other entities. If the City decides to proceed into Task 2-6, then the fee for those will be negotiated separately and a new task order will be issued.

2. The City of Salem will hire and Owner's Project Representative, as required by law. The designer will be required to coordinate with the OPR at all times and during all phases, to ensure that there is a successful project, with no overlap or duplication of work.

3. The City of Salem and the Proposer shall cooperate in maintaining good public relations throughout the period of the project. All announcements including, but not limited to, press releases, mailings, flyers, web site information, and so forth shall be submitted to the City for review and approval before distribution to the public.

3.6.2 TASK 2: SCHEMATIC DESIGN

3.6.2.1 Purpose: The purpose of this phase is to finalize details of the preferred option, noting any design details that can be further elaborated during design development. At the end of this phase, the City must have a strong cost estimate, including all costs, to use for seeking grants, City Council Approval, and other funding sources.

3.6.2.2 Goal: Provide a Schematic Design, report, cost, budget. Level of schematic design is dependent upon the designers' scope of services.

3.6.2.3 Overview: Based tasks 1 a-c and the Global Workshop, this task involves the development (schematic design level) of the preferred option (inclusive of the building and the site). At the beginning of the task the team should provide:

- Anticipated design Schedule including major milestones, progress reports, meetings, etc.
- List of tasks needed during design phases
- List of expected drawings needed for design phase
- List of relevant specification sections
- Updated Schedule for SD Phase

- Quality Control process for design
- Updated Work Plan (See Task 1a)
- Relevant LEED, PassiveHouse, Utility Incentive checklist

3.6.2.4 Scope of work should include a draft and final schematic design and associated report and should include, but not be limited to:

- 1) Task 2a Program:
 - i. Finalization of tabular program listing all programmed spaces;
 - ii. Finalization of site circulation and documentation that licensing requirements have been met.
 - iii. Finalization of room data sheets and detailed information about the requirements of each space inclusive of finishes that are VOC-free.
- 2) Task 2b Schematic Design
 - i. A design narrative and a schematic level architectural design set including: site plan, floor plan(s), elevations, interior perspective, and building section; systems equipment list and performance requirements; M/E/P + FP narrative; site narrative and outline specifications.
 - ii. Detailed review of applicable codes, permits and accessibility. Demonstrate compliance.
 - iii. Sustainable design approach including: energy and water use estimates, EO484 compliance, and LEED [silver] checklist.
 - iv. If applicable, preliminary energy model. Determination of systems to perform an Life Cycle Cost Analysis (LCCA). Performance of applicable LCCA.
- 3) Task 2c Cost:
 - a. Cost narrative and detailed cost estimate in Uniformat II and an estimated building operation cost analysis. Costs shall include: ECC and all other costs such as, Bonds, Overhead & Profit, Testing, Permitting, temporary facilities, design, commissioning, LEED, etc. Cost Estimate shall be in Level 2 of Uniformat II Clarifications.
 - b. Initial O&M costs. Operation and Maintenance should not just include the new buildings, but the whole complex.
- 4) Task 2d Schedule: Project Schedule through Design, Bid, Construction and Occupancy.
- 5) Task 2d Funding Options: The designer must further explore options by reviewing other cities and towns. for the development of funding streams, including:
 - Grants
 - Foundations
 - Operating Revenue
- 6) Task 2e: Regulatory Process
 - a. The design team should start the regulatory process with MEPA, Army Corps, Conservation Commission, and other entities. All permitting must be completed prior to the project being bid.

3.6.2.5 Meetings

In general, the designer should plan on weekly conference call coordination meetings with key staff and the City during all of Task 2. The Designer must organize and take minutes for these. The Designer should plan on a least one in person meeting for Task 1a, at least 3 in person meetings for Task 1b, and biweekly meetings for Tasks 1c-e, with relevant staff available.

3.6.3 TASK 3: DESIGN DEVELOPMENT

3.6.3.1 Purpose: Development of draft design and specifications in order to flush out the details of the project layout, systems, and other components. This should include final cost, schedule, and phasing that meets the budget.

3.6.3.2 Goal: Approved 75% drawings ready for CD and bidding phase. Full consensus on details of construction materials and components and schedule.

3.6.3.3 Overview: At the beginning of the task the team should provide:

- a) Updated schedule including major milestones, progress reports, meetings, etc.
- b) List of tasks needed during design phases
- c) List of Expected Drawings needed for design phase
- d) List of relevant specification sections
- e) Updated Schedule for DD Phase
- f) Updated Work Plan (See Task 1a)

3.6.3.4 Scope of Services

- 50% draft design documents and bid specifications (2 sets of plans and specifications, one electronic)
- Design shall include:
 - Site Plans
 - Landscape
 - Architectural
 - Structural
 - Fire Protection
 - Plumbing
 - HVAC
 - Electrical
- Specifications
- Code analysis

- Commissioning Plan
- Maintenance Plan
- Product/Finishes
- Life Cycle Cost Analysis for major energy and water using systems. The LCCA should be based upon 20 years.
- Cost Estimate
- The Designer should plan on biweekly meetings, and weekly conference calls. The Designer will be responsible for coordinating with the Director for the agenda of meetings, and to provide minutes for each meeting.
- City will review and provide comments these draft designs. The City will approve the designs.
- Submittal of 75% design development documents incorporating comments
- Designer shall provide 3 bound hardcopy sets of the 75% construction documents to the City and an electronic copy of the package.
- Unless otherwise noted, all permits and approvals will be the responsibility of the designer.
- All permitting should be completed, as applicable, during this phase.
- The Designer is also expected to assist the City in fundraising for this project, which may include assistance with grants and presentations.
- Provide initial Operations and Maintenance plan
 - Designer will need to work with the various departments to develop a plan for operating and maintaining the site, including roles and responsibilities
 - The O&M costs should be more fully developed
 - Develop training protocol for new building/systems

3.6.4 TASK 4: CONSTRUCTION DOCUMENTS AND BID SPECIFICATIONS

3.6.4.1 Purpose: Development of construction documentation and specifications for bidding under Chapter 149 and other relevant laws, finalization of all plans, schedules, and costs.

3.6.4.2 Goal: Designer will provide 3 bound hardcopies “wet” stamped sets of the final construction documents. Designer shall provide ten bound hardcopy sets of the final construction documents to the Purchasing Department and an electronic copy of the package.

3.3.3.1 Overview: At the beginning of the task the team should provide:

- g) Updated schedule including major milestones, progress reports, meetings, etc.
- a) List of tasks needed during design phases
- b) List of Expected Drawings needed for design phase
- c) List of relevant specification sections
- d) Updated Schedule for DD Phase

- e) Updated Work Plan (See Task 1a)
- f) Relevant LEED, PassiveHouse, Utility Incentive checklist

3.6.4.3 Scope of Services shall include but is not limited to:

Development of final design and specifications (construction documents) for bidding, including a meeting to go over draft design. This should include final cost, schedule, and phasing.

- Draft construction documents and bid specifications (2 sets of plans and specifications, one electronic)
 - See list of drawings and specifications in DD
- City will review and provide comments these draft designs.
- Revisions to construction documents and bid specifications.
- The City will approve the designs.
- Unless otherwise noted, all permits and approvals will be the responsibility of the designer.
- Designer will invoice the City no later than 30 business days after received of the final approved construction documents and bid specification package.
- Designer shall ensure that any applicable utility incentives are applied for.
- Designer will ensure that the project meets the criteria for LEED or other sustainability building system that was agreed to. Designer is responsible for all administrative costs associated with these
- Biweekly meetings and weekly conference calls. Designer shall coordinate with the city on the schedule and agenda for the meetings. Designer shall take minutes.
- Final Commissioning/Training and O&M Plan
- Quality Control Documentation
- Testing Results and Environmental Assessments incorporated.

3.6.5 TASK 5: BID REVIEW ASSISTANCE

3.6.5.1 Purpose: Competitively bid construction phase of project following Chapter 149 and other laws.

3.6.5.2 Goal: Achieve several competitive bids and filed sub-bids from qualified firms. Ensure fair and open process.

3.6.5.3 Overview: This task is in close coordination with the Director and the Procurement Officer for the City of Salem. This task is typically conducted as needed.

3.6.5.4 Scope of Services shall include but is not limited to:

- Designer will attend any pre-bid conference/site visit that is required and prepare minutes

- Designer will respond to questions from bidders as needed
- Designer will assist in evaluation the lowest qualified bidder
- Designer will prepare addenda as needed
- Attend the filed sub bid and general bid openings
- Advise the City on any potential protests
- Designer will invoice the City no later than 30 business days after the contractor has been selected.

3.6.6 TASK 6: CONSTRUCTION OVERSIGHT

3.6.6.1 Purpose: Oversee construction to ensure that facility is built to design and specifications. Assist owner in ensuring compliance with project requirements and permits as needed.

3.6.6.2 Goal: Project is built on time and budget, ensuring quality.

3.6.6.3 Overview: This task is in close coordination with the OPM and the Contractor (s). This task is typically conducted as needed.

3.6.6.4 Scope of Services shall include but is not limited to:

This Scope of Services shall be more fully developed during the SD phase.

- Designer will conduct site visits in the fields as required and at a minimum of the following: at the start of construction, 10 site visits during construction, 2 site visits to review any outstanding punch list items and certify the project has been completed as specified in the bid and construction documentation during final inspection.
- Designer to contact project manager by e-mail to advise the time and day when on the site no later than 24 hours in advance on specific and impending matters. The appointed City Director will serve as the liaison among City Departments.
- The Designer will review and approve relevant change order submittals
- The Designer will review and approve equipment/product submittals for conformance with the design.
- The Designer shall reject all Contractor substitutions or equals not named in the specification unless the Contractor provided sufficient data
- The Designer, as applicable, shall inspect the mock-up samples provided.
- As Built Drawings
- Designer to review all tests to determine compliance.
- Commissioning. Review and coordinate plan and oversee Contractor.
- Review of Contractor schedules
- Develop, in coordination with OPR and City, a monetized punchlist.

- Review and respond to all change orders.
- Designer will certify that the project has been completed as specified in the bid documents during a site visit for final inspection and submit a comparative budget to show the initial estimated cost per work category, actual bid, any change orders, and final project cost.
- Designer shall work with the Contractor to assemble all O&M documents and turn over documents. Two hard copies and one electronic copy shall be provided. Information about the restoration equipment shall be provided in a format that can be transferred to an asset management system.
- Designer shall assist in development of training.
- Designer shall review and accept HVAC, Structural Engineer, LEED documentation, and utility rebate submittals and approvals.
- Certify the Design from a Registered Designer
- Designer shall invoice the City within seven days after the receipt of the certification of final inspection by the City Director.

3.7 PROJECT FEE

The City has established a not to exceed fee of \$50,000 for Tasks 1(a through f).

Project fees must be provided for Task One (1) and broken down by task and subtask. Fees shown shall include all costs and expenses (copying, mileage, photographs, graphic design, poster boards, etc.) to complete the scope of services defined above.

Consultants must also provide a list of all persons assigned to tasks, their hourly rates, and estimated hours dedicated to tasks. Reimbursables requested or needed in the Scope of Services for Task 1 and should be included in the Proposer's fee, but separated out as a line item expense. Additional optional reimbursables (not included in the fee) should be clearly separated out and labeled.

The project fee must be submitted in a separately sealed envelope. There should be no reference in the Non-Price proposal to the price proposal.

3.8 ANTICIPATED PROJECT SCHEDULE

Task	Proposed Duration (subject to change)	Date	Notes
Issue RFQ		October 4, 2017	

City of Salem Massachusetts RFQ for Designer Services for Forest River Pool, Bathhouse, & Associated Facilities

Pre-Proposal Meeting	2 weeks	October 19, 2017	10 AM
Questions	2.5 weeks	November 17, 2017	
RFQ Proposals Due	1.5 weeks	November 29, 2017	Wednesday 11 AM
Interviews	2-3 Weeks	Week of Dec. 11	Estimated Dates
DSC Recommendation	2 Weeks	Week of Dec. 25	Estimated
Contract	4 Weeks	Jan. 25, 2018	Estimated
subtotal	15-16 Weeks		
NTP		Jan. 26, 2018	Estimated
Task 1a: Project Definition	2 weeks	Week of Feb. 12, 2018	Estimated
Task 1b: Data Collection	6 weeks	Feb/March 2018	
Task 1c: Alternatives	3 weeks	March/April 2018	
Task 1d: Global Workshop	1 week	April 2018	
Task 1e: Final Consensus Design & Report Inc. Cost Estimate	3 weeks	Early May 2018	
Task 2- Schematic Design	3 months	July – Sept. 2018	Depending on approval of funding
Subtotal	7 M		
Task 3 – Design Development	3 months	Oct. – Dec. 2018	Potential Early Demolition Package
Task 4 – Construction Documents	3 months	January – March 2019	
Task 5 – Bid Review Assistance	1 month	April 2019	
Task 6 – Construction Oversight	1 year	June 2020 Open	Depends on project phasing

3.9 TECHNICAL PROPOSAL SUBMITTAL REQUIREMENTS

The City requires that each Consultant submit in separate sealed envelopes a non-price proposal and price proposal based on the following requirements. In an effort to reduce waste, we ask that applications be double sided, except for maps and graphics, and held together with a binder clip. Please do not use binders or other office supplies to package the application.

- ☐ **SUBMISSION CHECKLIST**
- ☐ **FIVE COPIES OF TECHNICAL PROPOSAL (1 ORIGINAL, 3 COPIES, 1 ELECTRONIC)**

3.9.1 CERTIFICATIONS

- ☐ Non-Collusion
- ☐ Tax Compliance
- ☐ Corporate Bidder
- ☐ Standard Designer Selection Form from Designer Selection Board - see <http://www.mass.gov/anf/docs/dsb/forms/14-6-10-cities-towns-application.pdf>

3.9.2 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.

3.9.3 NARRATIVE

Please provide the following proposal submittal:

3.9.3.1 Part I- Company Description and Qualifications

Please provide the following information for all members/firms of the project team:

- ☐ A brief description of the proposers' company, history, size, and structure.
- ☐ Submit the firm (s), name (s), Location(s) and contact information for all firms involved in the project.
- ☐ Identification of all team members and brief description of primary role and responsibilities on project team.
- ☐ Identification and resumes of the Principal in Charge, Project Manager, and other key personnel.

- ☐ Identify those member(s) of the proposed design team who will be responsible for the following categories of work: (individual's name and professional registration or license number, as applicable, must be listed in the application for each category of work below.) Submit resume of primary person assigned.

If any of these disciplines will be led by subconsultants, please provide firm name, address, and experience. Please also identify which firms are certified with the Commonwealth's Supplier Diversity Office, and which certification: Minority Owned Businesses (MBE), Women Owned Businesses (WBE), Veteran Owned Businesses (VBE), Service-Disabled Veteran (SDVOBE) businesses and Lesbian, Gay, Bisexual and Transgender Businesses (LGBTBE) and Disability-Owned Businesses (DOBE).

- 1) Architecture*
- 2) Structural Engineering
- 3) MEP*
- 4) Commissioning*
- 5) Civil Engineering
- 6) Landscape Architecture
- 7) Fire Protection/Security
- 8) Universal Design
- 9) Cost Estimating*
- 10) Specifications
- 11) Sustainability (i.e. LEED AP or other) *
- 12) Operations and Maintenance
- 13) Architectural History/Historic Consultation
- 14) Permitting (Wetlands, MEPA, etc.)

**firms with stars must have experience in renewables, high efficiency, and/or zero net energy systems.*

- ☐ At least three (3) work samples that correlate with professional references and are of a similar type of project (pool and associated facility). City or Town/State, year project completed and a brief description of the project.
- ☐ At least three (3) work samples that demonstrate experience with:
- historic structures/landscapes and
 - significant wetland/water related permitting.
- ☐ At least three (3) professional references where work of a similar scope and scale has been completed (municipal or Commonwealth references preferred).
- ☐ Listing of any actions taken by any regulatory agency or litigation involving the firm or its employees or agents with respect to any work performed.

3.9.3.2 Part II- Project Approach

- ☐ A narrative which includes a description of the Consultant's approach to the project including but not limited to an approach to each Task of the project as outline above. The Proposer is encouraged to develop a more detailed scope of services that meets the goals of the project.
 - Provide your overall approach to each Task (1-6), with significant detail for Task 1 and each subtask.

3.9.3.3 Part III - Schedule

- ☐ The Consultant should submit a schedule as related to the tasks outlined in the Scope of Services. There is an estimated schedule in Section 3.8. Proposers are encouraged to review that schedule and provide a detailed schedule for Tasks 1. Proposers should provide feedback on the remaining schedule. The Proposers may suggest variations to the schedule and the sequence of tasks to meet the goal of producing designs, cost estimates, and schedule at a sufficient level to submit to City Council in May.

3.9.3.4 City Resources

- ☐ A list of the resources, data, or other assistance which the consultant expects are required from the city in order to complete each task in the scope of services during the planned time period.

3.9.3.5 Important Considerations

- ☐ Describe how your firm and the team of consultants will address each of the issues and considerations raised in Section 3.4.

3.9.3.6 Affirmative Action Plan

- ☐ Please provide your firm's affirmative action plan and/or detail how your firm encourages diversity in its personnel and/or its purchasing.

3.9.4 Price Proposal

- ☐ See Sec. 3.7 for more information. This must be separately sealed, 5 copies, as detailed above. It must include a breakdown of cost for Task 1 (a-e) detailed by subtask, reimbursable, etc. This must also include project team members, and rates and any overhead for subconsultants.

4 EVALUATION AND SELECTION CRITERIA

4.1 MINIMUM REQUIREMENTS

All participants must meet the following minimum requirements:

	Yes	No
1. Proposer must submit a complete application in accordance with RFP <i>Section 3.9 Technical Proposal Submittal Requirements including, but not limited to, Certifications,</i>		
2. Architect (s) and any participating engineers must be licensed and registered in Massachusetts.		
3. Proposer and/or firm must include professionals as listed in Section 3.9.3.1.		
4. Must have at least five (5) years' experience in similar projects and services.		
5. Price Proposal must be provided, separately sealed.		

4.2 EVALUATION CRITERIA

Quality and Depth of Relevant Project Experience

<i>Highly Advantageous</i>	The proposal demonstrates experience in design services (study through construction administration) on several comparable projects (over 3), such as pools and other outdoor recreational facilities and over 3 Massachusetts public projects bid under Chapter 149 of a similar size. The proposal demonstrates experience with projects in the City of Salem.
<i>Advantageous</i>	The proposal demonstrates experience in design on at least 2 comparable projects and has experience in at least 3 comparably sized Chapter 149 building projects.
<i>Not Advantageous</i>	The proposal does not demonstrate experience in design for comparable

	projects. The design team has little to no experience in Chapter 149 projects of a comparable size.
--	---

Planned 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 includes a clear, concise, innovative, and efficient approach to addressing all elements of the Scope of Services within a defined time period and provides a strong understanding of the Scope of Services. The proposal provides more detail to the services.
<i>Advantageous</i>	The proposal includes a credible approach to addressing all elements of the Scope of Services within a defined time period and provides an understanding of the Scope of Services.
<i>Not Advantageous</i>	The proposal is not sufficiently clear to fully evaluate, or does not contain components necessary to addressing all elements of the Scope of Services.

Specific Experience: Sustainable Building, environmental/community impacts, and coastal wetlands.

<i>Highly Advantageous</i>	The proposal and team demonstrate experience in leading complicated projects with experience in factors noted (over 3) comparable projects. The proposal and team demonstrate strong experience developing consensus solutions for design. The proposal demonstrates the ability to develop zero net energy or other high efficiency projects on budget. The proposal and team demonstrate a strong ability to work with the community and neighbors to address concerns related to construction. The team has strong experience in coastal restoration.
<i>Advantageous</i>	The proposal and team demonstrate experience in leading complicated projects with experience in factors noted on a few comparable projects. The proposal and team demonstrate experience developing consensus solutions for design. The proposal demonstrates the ability to develop high efficiency projects on budget. The proposal and team demonstrate an ability to work with the community and neighbors to address concerns related to construction. The team has experience in coastal restoration.
<i>Not Advantageous</i>	The proposal does not sufficiently demonstrate experience in these areas.

Specific Experience: Community process, funding success, and historical landscapes/buildings.

<i>Highly</i>	The proposal and team demonstrate experience in leading complicated
---------------	---

<i>Advantageous</i>	projects with experience in factors noted -- (over 3) comparable projects. The team demonstrates strong experience with working with organizations to find funding sources and develop funding strategies. The team has strong preservation experience. The team has demonstrated several successful stakeholder and community engagement processes and has provided a plan for this project.
<i>Advantageous</i>	The proposal and team demonstrate experience in leading complicated projects with experience in factors noted -- (under 3) comparable projects. The team demonstrates some experience with working with organizations to find funding sources and develop funding strategies. The team has strong preservation experience. The team has successful stakeholder and community engagement processes.
<i>Not Advantageous</i>	The proposal does not sufficiently demonstrate experience in these areas.

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 quality 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>	At least 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 interviews by the Designer Selection Committee.

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

The Designer Selection Committee will open the price proposal of the top ranked firm and make a recommendation of award to the Mayor, subject to satisfactory negotiations of the plan of services. If the Mayor, or designee, is unable to negotiate a contract and fee with the top ranked finalist, the Mayor, or their designee will then commence negotiations with the next ranked finalist, and so on, until a contract is successfully negotiation and approved by the City.

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
- Availability and Responsiveness
- Allocation of Resources and Schedule

5. TERMS AND CONDITIONS

5.1 TERM OF CONTRACT

Any contract the results from this procurement shall commence upon issuance of the 'Notice to Proceed' and terminate upon completion of the work (June 30, 2017).

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.

6.0 ATTACHMENTS (SEPERATELY POSTED)

Sample Contract

Attachment A: Map and Directions (part of this document)

Attachment B: Photos

Attachment C: Forest River Park Pool Evaluation – Weston & Sampson 2017

Attachment D: Massachusetts Historical Commission Project Notification Response

Attachment E: Existing Drawings

Attachment F: Forest River Concept Plan and Presentations Weston & Sampson 2017

SAMPLE CONTRACT

**CITY OF SALEM
DEPARTMENT
CONTRACT TITLE
CONTRACT # X-XX**

This Contract made this XX day of XXXXX, by and between the City of Salem, a municipal corporation located within the Commonwealth of Massachusetts, 93 Washington Street, Salem, MA 01970 (hereinafter, the “City”), and XXXXX a corporation with a business address at XXXXXXXX (hereinafter, the “Vendor”).

Article 1
Scope of Services

The Vendor shall provide XXXXXXXX services for the preparation of a visioning plan, in accordance with Request for Proposals/Invitation for Bids X-XX/Vendor’s Proposal dated XXXX, which is incorporated herein in full. Contract documents shall include said Request for XXXXXX, Vendor’s proposal/bid dated XXXX, and Insurance Certificates, all of which are incorporated by reference.

Article II
Term of Contract

This Contract shall become effective upon issuance of the ‘Notice to Proceed’ and terminate no later than XXXXX.

Article III
Compensation

The City agrees to pay the Vendor XXXXXX (\$XXXXXX). The City shall make every effort to make payment within thirty days from receipt and acceptance of a reasonably detailed invoice. The above contract number must be references on all invoices.

Article IV
Affirmative Action

The parties hereto agree that it shall be a material breach of the contract for the Vendor to engage in any practice which shall violate any provision of the Massachusetts General Laws. Chapter 151B, relative to discrimination or privileges of employment because of race, color, religion, sex, national origin, ancestry, age, sexual orientation or disability.

Article V
Compliance with Laws

The Vendor shall comply with all Federal, State, and local laws, rules, regulation and orders applicable to the work provided pursuant to this Contract, and shall be responsible for obtaining all necessary licenses, permits and approvals.

Article VI
Incorporation of G.L.

This Contract shall be considered to include all terms required to be included by the General Laws of the Commonwealth of Massachusetts, as amended, and any other laws as through such terms were set forth in full herein, to the extent that the same are applicable to this Contract and the Vendor.

Article VII
Independent Contractor

The Vendor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Contract, and shall not be considered an employee or agent of the City for any purpose.

Article VIII
City's Liability

The City's liability under this Contract shall be to make all payments when they shall become due, and the City shall be under no further obligation or other liability. Nothing in this Contract shall be construed to render the Mayor, City Council or other officer in the City, or their successors in office, personally liable for any obligation under this Contract.

Article IX
Indemnification

The Vendor shall indemnify and hold harmless the City, its officers, boards, agents and employees, commissions, and committees from any loss, damage, cost, charge, expense or claim for injury to person or property, which may be made as a result of any negligent act, omission or default on the part of the Vendor, or any of its agents or employees, and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the City may retain out of any payments, then or thereafter due to the Vendor, a sufficient amount to protect the City against such claims, costs and expenses.

Article X
Insurance

A. The Vendor shall obtain and maintain during the term of this Contract the insurance coverage required in the Request for Qualifications

B. All policies shall identify the City as an additional insured (except Workers' Compensation) and shall provide that the City shall receive written notification at least 30 days prior to the effective date of any amendments or cancellation. Certificates evidencing all such coverage shall be provided to the City upon execution of this Contract. Each such certificate shall specifically refer to the Contract and shall state that such insurance is required by the Contract. Failure to provide or to continue in force such insurance shall be deemed a material breach of the Contract and shall be grounds for termination.

Article XI
Assignment

The Vendor shall not assign, sublet, or otherwise transfer this Contract, in whole or in part, without the prior written consent of the City and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the City.

Article XII
Inspection and Reports

The City shall have the right, at any time, to inspect the work of the Vendor, including the right enter upon property owned or occupied by the Vendor, whether situation within or beyond the limits of the City.

Whenever requested, the Vendor shall immediately furnish to the City full and complete written report of his operation under this Contract in such detail and with such information as the City may request.

Article XIII Termination for Cause

If, at any time during the term of this Contract, the City determined that the Vendor has breached the terms of this Contract by negligently or incompletely performing the work, or any part thereof, or by failing to perform the same, to the satisfaction of the City, or by not complying with the direction of the City or its agents, or by otherwise failing to perform this Contract in accordance with all of its terms and provision, the City shall notify the Vendor in writing stating therein the nature of the alleged breach and directing the Vendor to cure such breach within 10 days. The Vendor specifically agrees that it shall indemnify and hold harmless the City as provided in Article IX, from any loss, damage, cost, change, expense or claim arising out of resulting from such breach, regardless of its knowledge or authorization of the actions resulting in the breach. If the Vendor fails to cure said breach within 10 days, the City may, at its election at any time after the expiration of said 10 days, terminate the Contract by giving written notice thereof to the Vendor specifying the effective date of termination. Upon the date so specified, this Contract shall terminate. Such termination shall not prejudice or waive any rights or action which the City may have against the Vendor up to the date of such termination and the Vendor shall be liable to the City for any amount which it may be required to pay in excess of the Contract sum provided herein in order to complete the work specified herein in a timely manner.

XIV Notice

Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party.

Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

Article XV Severability

If any term of condition of the Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both of the parties would be substantially or materially prejudiced.

Article XVI Governing Law

The Contract shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Vendor submits to the jurisdiction of any of the appropriate courts for the adjudication of disputes arising out this Contract.

Article XVII Entire Agreement

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by written document executed by the parties hereto.

XXXXXXX:

By:

Authorized Signature

Authorized Officer (print name)

Title

CITY OF SALEM:

By:

**Kimberley Driscoll,
Mayor**

**Sarah Stanton,
Finance Director**

**XXXXXX
XXXXXXXXXXXX**

**Whitney Haskell,
Purchasing Agent**

Approved as to form:

**Elizabeth Rennard, Esq.,
City Solicitor**

Purchase Order Number	Account Number	Amount

ATTACHMENT A-SCOPE OF SERVICES

ATTACHMENT B-COST (IF NEEDED)

ATTACHMENT C-SCHEDULE (IF NEEDED)

Attachment A: Map and Directions

Take Lafayette Street to Clifton Avenue, go through gate at end of road, follow up slight hill as shown below. Parking is near building in orange highlighted area.

