

CITY OF SALEM



REQUEST FOR PROPOSALS

R-56

ARCHITECTURAL SERVICES: DICKSON MEMORIAL CHAPEL  
RESTORATION

March 2, 2016

**PROPOSALS DUE:**

**Wednesday, March 16, 2016, 3:00 PM**

\*Late proposals will be rejected

Whitney C. Haskell  
Purchasing Agent  
93 Washington Street, 3<sup>rd</sup> Floor  
Salem, MA 01970  
[whaskell@salem.com](mailto:whaskell@salem.com)  
(978) 619-5695

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# 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
  - Letter of Transmittal
  - Qualifications and Experience
  - Project Approach
  - Scope of Services
  - Schedule
  - City Resources
  - Subcontractors
- Certifications Form
  - Non-Collusion
  - Tax Compliance
  - Corporate Bidder
  - Standard Designer Selection Form
- Acknowledgement of Addenda: \_\_\_\_\_ (if applicable)  
(#’s)

## 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 R-56**

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 on Wednesday, March 16, 2016** at which time and place they will be opened for the following:

**Architectural Services for Dickson Memorial Chapel**

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 March 2, 2016** at 120 Washington Street, 3<sup>rd</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 **9:00 AM on March 9, 2016** at Dickson Memorial Chapel, 57 Orne Street, Salem, MA 01970.

The Designer's fee shall not exceed thirty five thousand dollars (\$35,000.00)

Office Hours:

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

Thurs: 8:00 AM-7:00 PM

Fri: 8:00 AM-12:00 PM

Whitney Haskell  
Purchasing Agent

Salem News, March 2, 2016

# **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 architects to provide architectural services for the restoration of Dickson Memorial Chapel at Greenlawn Cemetery.

## **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 QUALIFICATIONS**

The Request for Qualifications shall be available beginning, Wednesday, March 2, 2016 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.

## **1.9 PRE-PROPOSAL BRIEFING SESSION**

A pre-proposal briefing session will take place on March 9, 2016 at 9:00 AM, at the Dickson Memorial Chapel, located at 57 Orne Street, Salem, MA 01970.

## **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, March 16, 2016.**

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 planholders 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 planholders 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. PROJECT DESCRIPTION, SCOPE OF WORK, SUBMITTAL REQUIREMENTS**

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#### **3.1 INTRODUCTION**

The City of Salem, through its Purchasing Department, is seeking proposals from an architecture firm to work with the Department of Planning and Community Development and Cemetery Commission to restore Dickson Memorial Chapel at Greenlawn Cemetery. The architect and any project team members must abide by the American Institute for Conservation of Historic and Artistic Works' Code of Ethics and Guidelines for Practice. The goal of this restoration project is to stop water and weather infiltration and restore some of the building's deteriorated historical fabric.

We are seeking an architect to provide an updated building conservation assessment, bid documentation and construction documentation, bidding assistance and construction oversight. We expect that construction will include repair and/or replacement of the exterior downspouts, repair and repointing of the brick masonry, repair and repointing of the stone masonry buttresses, repairs/replacement to interior sandstone and terra cotta masonry pieces, stained glass restoration and cleaning and repainting of the interior masonry walls.

The design fee will be negotiated with the selected designer, but it shall not exceed \$35,000.00

The City expects the design contract to commence on or around April 1, 2016 and construction must complete, and inspected by June 30, 2017.

#### **3.2 SITE DESCRIPTION**

The project site is the Dickson Memorial Chapel located in Greenlawn Cemetery, 57 Orne Street, Salem, MA 01970.

#### **3.3 BUILDING CONDITIONS**

In 1894, resident Walter Scott Dickson, donated this highly significant High Victorian Gothic Revival stone church in memory of his wife. The church was designed by Newton architect George Meacham and is the only architectural example of High Victorian Gothic work in the City of Salem. In 1934, an adjacent conservatory was built, but was removed in 1982 after being badly damaged in a hurricane. In 2012, a group of concerned residents formed the Friends of Greenlawn and have advocated for and privately

fundraised to conserve Dickson Memorial Chapel and Greenlawn Cemetery. As of 2015, Greenlawn Cemetery is listed on the National Register of Historic Places.

#### MASONRY:

In general, the exterior masonry is in good condition. It is estimated that approximately 200-300 linear feet of the masonry structure need to be repointed. The front left buttress of the main entrance, has a severe fracture that extends to the interior masonry & sandstone that also needs to be repointed and repaired. There are also masonry repairs needed at the location of the furnace vent and buttress. The rear left buttress and corner may also need repointing and repair.

#### INTERIOR MASONRY WALLS:

The interior walls consist of three (3) different types of masonry stone/brick. The first layer is approximately eight inches above the finished floor and is a hard density bearing brick. The second level is a medium density terra cotta masonry unit (reddish in color) and also painted red. Both of these levels appear to be in good condition. There is a chair rail that seems to be sandstone and in poor condition along the rear wall and corners. Additionally, the upper level masonry is a soft density beige sandstone/ terra cotta masonry unit that is painted white. There are also soft stone pillars that have had water damage and soft stone window sills, window casings and stone doorways that are in poor condition due to water damage. The worst of this kind of damage is at the same area of the exterior masonry repair.

#### ROOF:

The roof system is a steep sloped slate shingled construction with copper flashings and gutters. The roof seems to be in good condition. There are areas in need of repair due to damage from vine overgrowth that was once attached to the flashings and slate tiles. There are also many downspouts that are missing and should be replaced. There are also a few ornamental details that are missing on the ridge of the roof.

#### FENESTRATION ASSEMBLIES:

The wood trim at the windows and doors is deteriorated in a few locations and in need of repair or replacement.

#### STAINED GLASS WINDOWS

All of the windows show some evidence of sagging and bulging. There are three main stained glass assemblies located on the left side of the Chapel. There is Aqua-glass that has been more recently installed over the exterior of the stained glass windows. We would like to restore these windows such that is no exterior glazing and that the windows that were once operable are restored to be able to open again.

#### CEILINGS AND WOODWORK

The wooden ceilings appear to be in very good condition, but have not been cleaned in a long time.

## WOOD FLOORS

There is some minor water damage to the floors along the left side of the Chapel where there was once a greenhouse attached. The floor is in need to refinishing.

## DECORATIVE PARTITIONED SIDE ROOMS:

There are two small rooms on the sides of the main entrance of the chapel. The wood seems to be in very good condition, however the interior of the rooms are in poor condition. One room has a disconnect sink and an electrical conduit that may need repair or removed. One room has severe deterioration to the sandstone pieces around the window and in the corner at the location of the front buttress previously mentioned.

## MECHANICAL

There is an oil burning furnace that was installed in 2008 and is in good working order.

## ELECTRICAL

There is very minimal light inside of the chapel. There is a chandelier and a spot light.

## PLUMBING

Disconnected sink.

## UNIVERSAL ACCESS

There is no universal access to this site. It is something that we would like to consider, but must fit with the existing historic character of the chapel and surrounding grounds.

## BASEMENT

The basement was once used to store the departed during winter months before a spring burial could take place. There is access to this area through an exterior hatch. The condition of the foundation and the basement area is unknown at this time.

### **3.4 SCOPE OF WORK**

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

#### **Phase I - Building Conservation Assessment**

- Architect will meet with the Assistant Director of Public Services, Staff Planner, and Chair/Co-Chair of Friends of Greenlawn Cemetery on site to discuss current conditions and treatment recommendations. The architect will work with a structural engineer and a preservation technology consultant to assist in the conditions and conservation treatment recommendations.
- The Architect with assistance from the Assistant Director of Public Services and Friends of Greenlawn Cemetery Chair/co-chair will establish a scope of work with a base bid of \$100,000 with add-alternates not-to-exceed \$200,000.

- We are working to secure additional funding through the Massachusetts Preservation Project Fund grant and Capital Improvement Project funds (CIP). Should we not be successful with our grant, we plan to move forward with a scope of work that does not exceed \$100,000.
- The project budget total needs to include all project costs, including architectural services and construction costs, a base bid, and any recommended add-alternates in order. The base bid and add-alternate budget will be itemized and include CSI division & trade costs for 2016 and must include prevailing wages.
- The written assessment will include Part I- A Brief Overview Statement, Part II- Research and conditions summary with photo documentation; Part III- Planning/Recommendations, Part IV- Outline Plans and Specifications for proposed work with photo documentation. Photographs will be high quality and be submitted digitally in jpeg. Format submitted to the Department of Planning and Community Development.
- Architect will provide one (1) digital copy and four (4) hardcopies of a brief written assessment with associated photographic documentation. The written assessment as described above and budget will be submitted electronically to the Department of Planning and Community Development.
- Architect may present at up to two (2) public meetings of the Cemetery Commission or Friends of Greenlawn Cemetery neighborhood meeting to discuss current site conditions and recommended conservation measures, if needed.
- Architect to contact project coordinator by e-mail to advise the time and day when on site no later than 24 hours in advance. The Department of Planning and Community Development will serve as a liaison among City departments, Commissions and the general public to disseminate information.
- Architect will invoice the City no later than thirty (30) business days after receipt of the written assessment and associated photographic documentation.

## **Phase II-Construction Documents and Bid Specifications**

- Should the City not be successful with the MPPF grant, the architect will work with the City to reduce the scope of work and revise plans, specifications, and project budget accordingly. It is estimated that we will be notified by June 8, 2016.
- Architect will develop draft construction documents and bid specifications to be reviewed jointly by the Department of Planning and Community Development and the Building Department.



- Draft construction documents and bid specifications will be reviewed jointly by the Department of Planning and Community Development, Building Department and Cemetery Commission for review and approval.
- Any revisions to construction documents and bid specifications will be made within a timely manner.
- Architect will provide four (4) bound hardcopy sets of construction documents and bid specifications and one (1) digital copy to the Department of Planning and Community Development.
- The City will update existing standard City bid documentation and procure a contractor with the assistance from the architect.
- Architect will invoice the City no later than thirty (30) business days after the receipt of approved construction documents and bid specification package.

### **Phase III-Bid Review Assistance**

- Architect will attend one pre-bid conference/site visit.
- Architect will assist in evaluating the lowest qualified bidder.
- Architect will invoice the City no later than thirty (30) business days after the contractor has been selected.

### **Phase IV- Construction Oversight**

- Architect will conduct site visits in the field at a minimum of the following: A site visit at the start of construction; three (3) site visits during construction; two (2) site visits to review any outstanding punch list items and certify the project has been completed as specified in the bid and construction documents during a final site inspection.
- During site visits, architect will review whether the project is being completed as specified in the bid and construction documents. The architect will provide a follow –up estimated timeline and construction update to the project coordinator by e-mail no later than 48 hours after a site inspection with digital images of the construction process at key phases. If there are inconsistencies between the bid documents and construction, the architect will inform the project coordinator by e-mail or by phone within 24 hours of inspection.
- Architect to contact project coordinator by e-mail to advise the time and day when on site no later than 24 hours in advance. The Department of Planning and Community Development will serve as a liaison among City departments, Commissions and the general public to disseminate information.

- Architect 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 no later than June 30, 2017.

The architect will invoice the City within seven (7) days after the receipt of certification of final inspection and comparative budget submission.

### 3.5 PROJECT FEE

The City has established a not-to-exceed fee of thirty five thousand dollars (\$35,000) for the scope of services described herein.

### 3.6 ANTICIPATED PROJECT SCHEDULE

RFP Issued:	<b>3/2/2016</b>
Project Briefing:	<b>3/9/2016</b>
RFP Due Date:	<b>3/16/2016</b>
Anticipated Contract Award:	<b>3/30/2016</b>
Entire Project Complete	<b>6/30/2017</b>

### 3.7 TECHNICAL PROPOSAL SUBMITTAL REQUIREMENTS

- Submission Checklist

#### Certifications

- Non-Collusion
- Tax Compliance
- Corporate Bidder
- Standard Designer Selection Form

#### 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.

## 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 and primary location.
- 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.
- Resumes and qualifications statement attesting all participants including specialized consultants for structural engineering and/or preservation technology.
- Identify those member(s) of the proposed design team who will be responsible for the following categories of work: (Firm's name, individual's name and professional registration or license number, as applicable, must be listed in the application for each category of work, as well as whether the firm is SOMWBA certified as an MBE and/or WBE).
  - 1) Structural Engineering
  - 2) Preservation Technology Consultant
  - 3) Cost Estimator
- At least three (3) architectural restoration work samples that correlate with professional references. Please include brief samples of conservation assessments, reports and photo documentation of restoration work. City or Town/State, year project completed and a brief description of the project.
- At least three (3) professional references where work of a similar scope and scale has been completed (municipal 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.

## Part II- Project Approach

- Please provide a detailed proposal/work plan on how the Scope of Work requirements will be met and include a timeline for proposed work. Please note that this project must be complete no later than **June 30, 2017**.

## 4. EVALUATION AND SELECTION CRITERIA

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### 4.1 MINIMUM REQUIREMENTS

All participants must meet the following minimum requirements:

	Yes	No
1. A Bachelors Degree in Architecture, Historic Preservation, Architectural History, Planning, Science or a closely related field, and at least five (5) years of full-time experience in an area relevant to the project; or a Master's Degree or higher level of education in any of the above mentioned areas.		
2. Architect (s) and any participating engineers must be licensed and registered in Massachusetts.		
3. Proposer and/or firm must include professionals from the historic preservation fields, including architectural preservation, structural engineering, and preservation technology.		
4. Must specialize in historic preservation and have at least five (5) years of experience providing relevant services.		
5. 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 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)
- Availability and Responsiveness
- 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 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 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.

## **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.

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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**