



# REQUEST FOR PROPOSALS CITY OF SALEM, MASSACHUSETTS

**RFP # M-50**

**Building Architect Consulting Services**

**June 16, 2011**

## **Legal Notice**

### **RFP # M-50**

Sealed Proposals must be received at the Purchasing Department, Salem City Hall Annex, 120 Washington Street, 3<sup>rd</sup> Floor, Salem, MA 01970, **on or before 10:00 AM on Thursday, June 30, 2011** at which time and place they will be opened.

### **Building Architect Consulting Services**

**RFP Package may be viewed and printed from [www.comm-pass](http://www.comm-pass) search solicitations # M-50 or [www.salem.com](http://www.salem.com) within the Purchasing Department, under bids and rfp's., M-50**

The RFP award is made by the Purchasing Agent and is subject to Mayoral approval. The City of Salem reserves the right to reject any and all Proposals or to waive any informalities in the Proposal process, if deemed in the City's best interest.

Copies of the Request for Proposal (RFP) document may be obtained on or after **Thursday, June 16, 2011** at the Purchasing Department, Salem City Hall Annex, 120 Washington Street, 3<sup>rd</sup> Floor, Salem, Massachusetts.

Office hours: Monday - Wednesday 8:00AM - 4:00PM  
Thursday 8:00AM - 7:00PM  
Friday 8:00AM - 12:00PM (noon)

Thomas P. Watkins,  
Purchasing Agent

Thursday, June 16, 2011

## I. Introduction

Salem Community Charter School (SCCS) is a new Horace Mann charter school that will provide an alternative high school experience for students who have previously struggled in school. SCCS is an **innovative, non-traditional** school that requires a **flexible, calm, comfortable** and **creative** environment for our students to flourish. Our goal is to educate students by fostering strong and lasting **relationships** between and among our students, faculty and families, and by providing an **experiential, project-based** curriculum that uses **exhibition** as a primary modality for assessments rather than paper and pencil exams.

Starting in September 2011, a collaborative of full time staff members and community agencies will offer a new beginning to the founding cohort of fifty SCCS students. The school will grow to serve 125 students over the next five years and through competency-based education, individualized support services and an innovative schedule. The SCCS principal and Board of Trustees are currently seeking an architectural firm that understands our mission, shares our entrepreneurial spirit and can provide SCCS with both conceptual designs for our permanent space and advocacy during the construction of this space.

## II. Site Description

The site currently under consideration for SCCS is the second floor of the Museum Place Mall in downtown Salem. This is approximately 20,000 sq. feet of contiguous office space that would be repurposed and renovated by the owner according to the specifications of the SCCS Board of Trustees. SCCS would occupy approximately 10,000 – 12,000 square feet in its first year and grow into some or all of the remaining space as the school's enrollment grows. It is the owner's intention to design the entire 20,000 feet this summer and renovate approximately 12,000 square feet in late summer and fall.

## III. Building Condition

The structural condition of the building is assumed to be sound.

The second floor space will be completely demolished and rebuilt with the exception of the suite of bathrooms, and electrical cabinet and small kitchen. These spaces may be upgraded, but they will remain in their current position.

## IV. Scope of Services

### Stage One: Conceptual Design Services

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*The SCCS Board of Trustees requires an architect who can help the Board imagine what the second floor mall space can become and advise us about how to use the space to serve our students in the most efficient and effective way. Services would include, but are not limited to:*

1. Review existing conditions at the Museum Place Mall
2. Meet with stakeholders (Board, Programming and Curriculum Committee, Principal, and Students) to develop an accurate needs list for the school.
3. Based on the existing conditions and stakeholder interviews, make recommendations for conceptual designs and drawings, sourcing for materials, lighting and acoustic suggestions, color schemes, as well as furnishing and storage solutions. These services would be provided on an advisory basis. The architect of record for the project will be one of the owner's choosing.
4. Provide 5 bound copies of the final SCCS Plan

### Stage Two: Construction Advisory Services

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Salem Community Charter School also requires an architect and/or construction expert who can act as our guide and advocate during the construction process. This person would be present at planning and construction meetings to ensure that the best interests of the students and SCCS Board of Trustees are adequately represented and honored in all negotiations and the completed site build out.

## V. Project Fee

The SCCS Board has established a not to exceed fee of twenty five thousand dollars (\$25,000) for the Scope of Services described herein. Consultants must complete Attachment C: Fee Proposal Form. Project fees must be provided for each of the two (2) tasks as described in the form. Fees shown shall include all costs and expenses (copying, mileage, photographs, graphic design, etc.) to complete the scope of services defined above.

## VI. Submittal Requirements

The SCCS Board requires that each Consultant submit in separate sealed envelopes a non-price proposal and price proposal based on the following requirements.

One original and three (3) copies of the price and non-price proposals must be submitted to Thomas P. Watkins, Purchasing Agent at 120 Washington Street, 3<sup>rd</sup> Floor, Salem MA 01970 for review.

### **NON-PRICE PROPOSAL**

The information submitted **must** include, but should not necessarily be limited to, the following items:

**A. Cover Letter**

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.

**B. Qualifications and Experience**

Please provide:

- a. Names and addresses of all firms involved on the project.
- b. History, size and structure of firm(s)
- c. Names(s) of principals of firm(s)
- d. Identification of Principal in Charge and Project Manager.
- e. Resumes of all personnel assigned to the project.
- f. Experience with similar renovation projects including: City or Town/State, year project completed and a brief description of the project.
- g. Contact information for references from similar projects
- h. 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
- i. Any applicable insurance

**3. Approach to Project**

A narrative which includes a description of the Consultant's approach to the project including but not limited to: cost estimation methodology, approach to prioritizing recommendations and a statement of the Consultant's ability to meet project deadlines, including expected workload for the project period.

**4. Scope of Services**

Describe the approach to tasks required in detail.

**5. Schedule**

The Consultant should submit a schedule as related to the tasks outlined in the Scope of Services.

**6. Owner, SCCS Board, School Committee and/or City Resources**

A list of the resources, data, or other assistance which the consultant expects are required from the building owner, SCCS Board, Salem School Committee and/or the City in order to complete each task in the scope of services during the planned time period.

**7. Subcontracting**

If subcontracting is planned, submit the firm(s), name(s), location(s), contact person(s), phone number(s), names of responsible operating officers, and evidence of any required insurance, permits, and licensing/authorization of proposal documents.

## PRICE PROPOSAL

Each Consultant must submit the following as part of the price proposal.

### Cost Breakdown

- a. Provide a cost for each task outlined in the Scope of Services including all cost assumptions.
- b. Provide an estimate of manpower hours necessary to complete work. Include a budget for direct expenses.
- c. Provide a not-to-exceed fixed fee for each phase discussed in the Scope of Services. All expenses must be included in the fixed fee. **No further out of pocket expenses will be reimbursed (i.e. mileage, copies, shipping).**
- d. Include a completed Fee Proposal Form, Attachment C.

## V. Selection Criteria

### Minimum Evaluation Criteria

In order to be reviewed, the proposal must be substantially complete containing all necessary forms at a minimum.

At minimum the Proposer must meet the following qualifications:

- a. Cover sheet must be signed and submitted (Attachment 1)
- b. Certificate Of Non-Collusion and Taxation Attestation Clause must be signed and submitted (Attachment 2)
- c. One original and six copies of the price and non-price proposals must be submitted.

### Comparative Evaluation Criteria

The proposal will be reviewed by the City of Salem and evaluated upon the following criteria:

#### 1. Plan of Services

##### Highly Advantageous

The proposal includes a reasonable detailed, innovative, and highly efficient approach to addressing all elements of the Scope of Services within the time period and provides a strong understanding of the Scope of Services.

##### Advantageous

The proposal includes a credible approach to address all of the required issues.

##### Non-Advantageous

The proposal is not sufficiently detailed to fully evaluate, or does not contain components necessary to addressing all elements of the Scope of Services.

#### 2. Experience of key personnel working as a team

##### Highly Advantageous

Clearly demonstrate extensive experience working as a team.

Advantageous

Clearly demonstrate some experience working as a team.

Non-Advantageous

Demonstrate limited experience working as a team.

**C. Cost estimating experience**

Highly Advantageous

Clearly demonstrate expertise and experience in cost estimating on comparable projects.

Advantageous

Clearly demonstrate expertise and experience in cost estimating.

Non-Advantageous

Limited expertise and experience in cost estimating.

**D. Quality of Written Proposal**

Highly Advantageous

Provides a consistently high quality of response and meets all the specifications of the RFP with no significant exceptions.

Advantageous

Meets most of the specifications in the RFP but without consistently high quality in all respects and with several significant exceptions.

Non-Advantageous

Does not provide a high quality of response and has significant exceptions to the various specifications of the RFP.

**5. Consultant's References and Experience**

Rating will be based on evidence that adequate qualified personnel are assigned to all phases of the project and review of references.

Highly Advantageous

Individuals from the project team have substantial experience with comparable projects and references are of uniformly high quality.

Advantageous

At least one individual from the project team has substantial experience with comparable projects and references are generally good but with certain qualifications.

Non-Advantageous

None of the project staff has substantial experience with comparable projects and references have raised serious questions regarding performance.

**6. Consulting Fee**

Evaluation will be based on overall cost for Scope of Work as outlined above. Proposals with the lowest fee total will be more advantageous than those with higher fees.

**Post Interview Evaluation Guidelines**

The following evaluation guidelines will be used in the event that interviews are held:

1. Qualifications and Experience
2. Technical Qualifications
3. Response to the Scope of Work
4. Consulting Team
5. Availability and Responsiveness
6. Allocation of Resources and Schedule



**RFP #M-50**  
**GENERAL CONDITIONS AND REQUIREMENTS**

**Proposal Rules**

This proposal is solicited to the General Public and lease will be awarded pursuant to the rules set forth in Chapter 30B of the Massachusetts General Laws and subject to approval by the Mayor and City Council of Salem, Massachusetts.

**Reviewing Period**

All proposals meeting proposal requirements and conditions may be held by the City of Salem for a period not to exceed thirty (30) days from the date of the opening of proposals for the purpose of reviewing the proposals and investigating the qualifications of Proposers, prior to the awarding of the contract, if at all.

**Basis of Proposal Award**

The Agreement shall be awarded to the responsible and responsive Proposer submitting the proposal considered most advantageous, taking into consideration the proposal's merits regarding the terms of the contract and the proposed service. Additional agreement conditions and requirements applicable to the procurement are incorporated in Section 7, Selection Process, attached hereto.

**Evaluation of Proposal**

The City of Salem Designer Selection Committee and City staff and representatives of the Salem Community Charter School will evaluate merits of the submitted proposals. Using the rating system prescribed in Chapter 30B of the Massachusetts General Laws (the Uniform Procurement Act), the committee shall assign a rating system to each criterion. The committee shall also assign a composite rating to each proposal. The documented results shall then be submitted to the City's Chief Procurement Officer who will make the award based on the evaluation.

**Compliance with Applicable Laws**

The contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

The proposal must comply with all Federal, State, and municipal laws, ordinances, rules and/or regulations.

**Questions and Interpretations**

Any substantive questions regarding the proposal documents shall be referred to the Purchasing Agent in writing at least five working days prior to the date and time for receipt of proposals. All answers and interpretations and any changes to the documents will be issued in the form of addenda to all proposers of record.

**Ability and Experience**

The Awarding Authority will not award a contract to any Proposer who cannot furnish satisfactory evidence of his ability and experience pertaining to the Project Scope of work outlined in Section 5.

The Awarding Authority may make such investigations as it deems necessary to determine the above and a proposer shall furnish information requested in this regard and shall furnish it under oath if required.

### **Assignment of Contract**

The Proposer shall not subcontract consultants, sublet, assign or in any way transfer any interest in this agreement without the prior written consent of the City.

### **Certification of Non-Collusion and Tax Attestation Form**

All Proposers must sign the attached form, which incorporates both an attestation clause regarding Massachusetts State tax returns and a certificate of non-collusion. This signed form must be submitted with the non-priced proposal package. Failure to sign and submit the form is cause for that proposal to be rejected.

### **Examination**

By submitting a proposal, the Proposer warrants that he has examined the project site and has fully acquainted himself with all conditions and restrictions pertaining to the work and the execution thereof. No claim for any extra or extension of time will be allowed for failure to observe this requirement.

### **Corrections**

Erasures or other changes in the proposal must be explained or noted over the signature of the Proposer.

### **Conflict of Interest**

The applicant agrees that to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 286A of the General Laws concerning conflict of interest. The Proposer covenants that it presently has no interest and shall not require any interest, direct or indirect, which would conflict in any manner or degree with the performance under the agreement.

No employee of the City of Salem and no public official who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or have any financial interest, direct or indirect in this agreement or the proceeds thereof.

### **Signature**

All proposals shall be complete, factual, and signed by an authorized officer of the Proposer's company on the appropriate page(s) and the front of the cover sheet.

### **Number of copies**

One original and three (3) copies of the proposal must be submitted to the Purchasing Agent in an envelope with the Proposal Name and Number, Company Name, and Date and Time of the Proposal Opening.

**Waiver**

The City of Salem reserves the right to reject any and all proposals, or to waive any informalities in the proposal process, if deemed in the City's best interest.

**Place and Time**

Sealed proposals will be received at the Office of the City Purchasing Agent, 120 Washington Street, 3rd floor, Salem, MA 01970 on or before 10:00AM on June 30, 2011 at which time and place they will be opened and registered.

**Modifications**

A Proposer may correct, modify, or withdraw a proposal by sealed, written notice clearly marked as a correction, modification, or withdrawal and received in the Office of the Salem Purchasing Agent prior to the time and date set for the proposal deadline.

**Liability**

The Proposer agrees to indemnify, save harmless, and defend the City, its agents, and its employees from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulation, or orders caused, in whole or in part, by the Proposer's employees, or its agents or servants, in the performance of this contract.

**Workers Compensation Insurance**

The Proposer shall comply with State law, known as the Workmen's Compensation Act, and shall pay into the State Insurance Fund necessary premiums required by the Act to cover all employees working under the control of the Proposer and shall relieve the City from all costs due to accidents or other liabilities mentioned in said Act. Consultant shall also furnish at the time of delivery of the contract, and at such other times as may be requested, the official certificate of receipt showing that the payments hereinbefore referred to, have been made.

**Insurance Coverage****A. General**

The Successful Proposer 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 Successful Proposer agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Successful Proposer 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.

**B. Successful Proposer's Comprehensive General Public Liability and Property Damage Liability Insurance**

The Successful Proposer 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 Successful Proposer'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.

C. Comprehensive Automotive and Property Damage Insurance

The Successful Proposer shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the successful proposer 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.

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 Successful Proposer.

All insurance coverage shall be at the sole expense of the Successful Proposer 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.

**Revision of Agreement**

There shall be not change in project scope or timetable without the prior written approval of the Salem Department of Planning and Community Development. Changes in the Project Scope (Section 3) to be performed by the Proposer under the Agreement, including any increases or decreases in the compensation to the Proposer or the time limitation for completion, which are mutually agreed upon by and between the City and the Proposer, shall be incorporated into the Agreement in the form of written amendments. Any and all amendments, alterations and changes in the Agreement will only be binding on the parties if executed in writing as set forth herein. No part of the contract shall be altered in any way without prior written consent of the City of Salem Purchasing Agent.

**Time Schedules**

Professional services shall commence no later than **July 7, 2011**. The Proposer agrees to promptly notify the Salem Community Charter School should problems, delays or adverse conditions become

known which will materially affect the ability to attain project objectives, prevent the meeting of time schedules or preclude the completion of approved work.

### **Fair Practices**

The Proposer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, veteran status or national origin. The Proposer shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, handicap, veteran status, familial status, sexual orientation or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notice setting for the provisions of this non-discrimination clause. The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, age, handicap, veteran status or national origin. The Proposer agrees to comply with the "Governor's Code of Fair Practices" of January 12, 1966, Chapter 151B of the Massachusetts General Laws, as amended and Executive Orders which prohibit discrimination because of race, color, religion, national origin, age, sex, veteran status or handicap.

Failure to comply with the above conditions and requirements or any attached specifications or any other minimum qualifications will be justification to reject any proposal as incomplete.

### **Submissions**

The final date for submission of proposals is on or before 10:00AM on June 30, 2011.

Proposals should be addressed to:  
Thomas P. Watkins, Purchasing Agent  
Salem Purchasing Department  
120 Washington St., 3<sup>rd</sup> Floor  
Salem, Massachusetts 01970

**ATTACHMENT 1**

**Proposal Cover Sheet**

**RFP #M-50  
City of Salem, Massachusetts  
Purchasing Department**

The City of Salem reserves the right to reject any or all Proposals, to omit any item or items called for, or to accept the Proposal deemed in the best interest of the City. One (1) original and three (3) copies of the proposal should be delivered no later than 10:00 am on Thursday, June 30, 2011 to:

Thomas P. Watkins, Purchasing Agent  
Purchasing Department  
Salem City Hall Annex  
120 Washington Street, 3<sup>rd</sup> Floor  
Salem, Massachusetts 01970

Proposals must be submitted in a sealed envelope. The envelope containing the Proposal must be marked with Proposer's name, title of proposal, RFP number (M-50), and date of opening. The Proposer must sign all required signature pages in order for the proposal to be considered.

The City of Salem reserves the right to reject any and all proposals, or to waive any informalities in the proposal process, if deemed in the City's best interest.

The Proposer acknowledges receipt of the following ADDENDA # \_\_\_\_\_

BUSINESS NAME \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

CITY, STATE & ZIP CODE \_\_\_\_\_

TELEPHONE & FAX NUMBER \_\_\_\_\_

AUTHORIZED OFFICER SIGNATURE \_\_\_\_\_

AUTHORIZED OFFICER NAME (print) \_\_\_\_\_

DATE \_\_\_\_\_

**ATTACHMENT 2**

**CERTIFICATE OF NON-COLLUSION AND TAXATION ATTESTATION CLAUSE**

As required under Chapter 233 and 701 of the Massachusetts Acts and Resolves of 1983, all bidders must certify to the following, by signing this page in the space indicated below.

1. 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, unity or group or individuals.

2. “Pursuant to M.G.L. Ch 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law”.

NAME OF BUSINESS: \_\_\_\_\_

SOCIAL SECURITY # OR FEDERAL ID #: \_\_\_\_\_

AUTHORIZED OFFICER (PRINT): \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**ATTACHMENT C**  
**FEE PROPOSAL FORM**

The undersigned hereby submits a price proposal to perform the services outlined in the Request for Proposals for Building Architect Consulting Services.

Consultant/Firm: \_\_\_\_\_

Address: \_\_\_\_\_

The CONSULTANT hereby pledges to deliver the complete scope of services required, for the rates and charges shown below:

Cost to complete the project **shall not exceed:**

Stage I: Conceptual Design Services: \_\_\_\_\_

Stage II Construction Advisory Services: \_\_\_\_\_

**TOTAL COST:** \_\_\_\_\_

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Consultant signature

Date