



**REQUEST FOR PROPOSALS
CITY OF SALEM, MASSACHUSETTS**

RFP #L-37

**Consulting Services for a Site Assessment Study on Potential Land Use Options at the Salem
Harbor Power Station Site**

May 25, 2010

**LEGAL NOTICE
CITY OF SALEM**

RFP # L-37

Sealed Proposals will be received at the Office of the City Purchasing Agent, 120 Washington Street, 3rd floor, Salem, MA 01970, on or before **10:00 AM., Wednesday, June 23rd, 2010** at which time and place they will be opened for the following:

**CONSULTANT SERVICES FOR SIGHT ASSESSMENT STUDY ON POTENTIAL
LAND USE OPTIONS AT SALEM HARBOR PLANT SITE**

The **Proposal** 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 bids or to waive any informalities in the Bid process, if deemed in the City's best interest.

Proposal Documents containing Specifications, Requirements, and Conditions will be/are available upon request after 10:00 am, May 25th, 2010 at the Office of the City Purchasing Agent, 120 Washington Street 3rd Floor, Salem, Mass.

**Bid Package may be viewed and printed from www.comm-pass search solicitations
L-37 or www.salem.com within the purchasing department, under bids and rfp's., L-
37**

Office Hours:

Mon., Tues., Wed., 8:00 AM – 4:00 PM

Thurs. 8:00 AM – 7:00 PM Fri. 8:00 – 12:00 Noon

Thomas P. Watkins
Acting Purchasing Agent

Friday, May 21, 2010
Monday, May 24, 2010

I. Introduction

The City of Salem is seeking consultant services to study reuse options of the Salem Harbor Power Station Site. The property is currently owned and operated by Dominion Energy. The results of the study will ensure that the City of Salem will have the ability to accurately plan its finances and understand what potential economic development options exist. The Salem Harbor Power Station is the City's largest taxpayer and over the years the City has become heavily reliant on this revenue stream from a budgetary perspective.

II. Site and Facility Description

Salem Harbor Power Station, situated on a 65-acre waterfront site in historic Salem, Massachusetts, is located on 24 Fort Avenue. The site is zoned Industrial and located in a state Designated Port Area (DPA). Its GPS coordinates are 42.52647, - 70.87691.

Salem Harbor consists of three coal-fired generating units and one oil-fired unit. Of the coal-fired units, Unit 1 produces 82 megawatts, Unit 2 produces 80 MW, and Unit 3 produces 150 MW. Oil-fired Unit 4 produces 433 MW. In total, the plant generates about 745 megawatts. This is enough electricity to power about 745,000 homes, using coal and oil as its primary fuels.

Units 1,2 and 3 are equipped with low-NOx burners and selective non-catalytic reduction systems to reduce emissions of nitrogen oxides, and with electrostatic precipitators to trap fly ash. Unit 4 is equipped with an electrostatic precipitator to trap fly ash.

Salem Harbor began commercial operation in 1951. Dominion purchased the station in February 2005. Dominion currently pays the City of Salem \$4.75 million per year, \$3 million in taxes and \$1.75 million in a community host fee.

III. Scope of Services

Assumptions:

- The City of Salem is lead agency for this study
- Dominion is the current owner of the site and power generation activities, and will need to be involved in the study.

Task 1 – Background and Definition of Current Conditions

- Discuss economic alternatives for reuse of power generation sites as relevant examples.

City of Salem – RFP L-37 Consulting Services for a Site Assessment Study on Potential Land Use Options at the Salem Harbor Power Station Site

- Study should provide estimates as to range of costs involved to bring the current site to the point where new development can take place.
- Assemble basic data on the site's physical properties, including acreage, abutters, ownership, water front, transmission/substation connections, infrastructure, etc.
- Develop an overview, but detailed, summary of the current physical state and relative conditions of the plant, including known key environmental conditions/waivers, prior remediation work and prior contaminant site surveys etc.

Task 2 – Evaluate possible necessity of current and future power plant operations

- Review current economic trends and power demands of the region to determine short and long term necessity for electricity generation from the current facility.
- Identify any additional short and long term investments that may be necessary to comply with existing or pending regulations concerning continued operations including 729 regulations in Massachusetts.

Task 3 – Alternative Uses and Approach

- Assuming the continued operation of the power plant is not required, develop and evaluate, based on site, economic and market conditions, potential alternative uses. Key factor to be considered would include the lessons learned from reuse of other power plant facilities.
- Develop options for site economic reuse consideration including discussion of key priorities. This should include detailed cost estimates of these activities and should include effects on City, including tax base and consideration of the site's deep port designation from the state.
- Define list of critical stakeholders and key challenges for each of the reuse or restoration options.

Task 4 – Draft and Final Report

- From the Tasks above, create a written Draft Report including Recommendations and Executive Summary.
- Working with the City of Salem, Dominion and other relevant stakeholders, conduct a review of the report and findings. Incorporate appropriate edits and comments.
- Draft a Final Report and conduct presentation of findings. Provide ten copies and one high resolution PDF on a compact disk of the Final Report.

Task 5: Final presentation and report

- Hold up to two public evening meetings to seek input and/or inform Salem residents of the study findings. Prepare presentation materials for the meeting including a PowerPoint or presentation boards and handouts.

IV. Project Fee

The City of Salem has established a not to exceed fee of two hundred thousand dollars (\$200,000) for the Scope of Services described herein. Consultants must complete Attachment 3: Fee Proposal Form. Project fees must be provided for each of the five (5) 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.

V. Submittal Requirements

One original and six (6) copies of the price and non-price proposals in separate sealed envelopes, must be submitted to Thomas Watkins, Acting Purchasing Agent at 120 Washington Street, 3rd Floor, Salem MA 01970 for review on or before 10:00 am on Wednesday, June 23rd, 2010.

NON-PRICE PROPOSAL

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

1. 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.

2. Qualifications and Experience

Please provide:

- a. Names and addresses of all firms involved in 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 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 scope of work 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 approach to tasks required in detail. Include key personnel and/or firms to undertake each task.

5. Schedule

The Consultant should submit a schedule as related to the tasks outlined in the Scope of Services. The City's goal is to complete the feasibility study no later than May 1, 2011.

6. City Resources

A list of the resources, data, or other assistance which the consultant expects to require from 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 3.

VI. 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 three copies of the price and non-price proposals must be submitted. These two proposals must be in separate, marked and sealed envelopes.

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 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. Cost estimating experience

Highly Advantageous

Clearly demonstrates ten (10) or more years of expertise and experience in cost estimating on comparable projects.

Advantageous

Clearly demonstrates five (5) – nine (9) years of experience in cost estimating on City of Salem – RFP L-37 Consulting Services for a Site Assessment Study on Potential Land Use Options at the Salem Harbor Power Station Site

comparable projects.

Non-Advantageous

Less than five (5) years of experience in cost estimating on comparable projects.

3. Environmental and redevelopment assessment experience

Highly Advantageous

Clearly demonstrates ten (10) or more years of expertise and experience providing recommendations for the necessary environmental clean-up and redevelopment of comparable sites.

Advantageous

Clearly demonstrates five (5) – nine (9) years of experience providing recommendations for the adaptive necessary environmental clean-up and redevelopment of comparable sites.

Non-Advantageous

Less than five (5) years of expertise and experience with environmental clean-up and redevelopment of comparable sites.

4. Experience with Municipal Projects and Citizen Participation

Highly Advantageous

The project team has ten (10) or more years of experience with comparable municipal projects and citizen participation.

Advantageous

The project team has five (5) – nine (9) years of experience with a comparable municipal project and citizen participation.

Non-Advantageous

The project team has less than five (5) years of experience with comparable municipal projects and/or citizen participation.

5. Oral Presentation

The three highest ranked proposals will be required to make an oral presentation to the City's Evaluation Committee. Presentations should be given by staff who will actually perform the work.

Highly Advantageous

City of Salem – RFP L-37 Consulting Services for a Site Assessment Study on Potential Land Use Options at the Salem Harbor Power Station Site

The proposer's oral presentation was conducted by the key personnel who will perform the work. The presentation was clear and well organized and demonstrated the proposer's ability to communicate effectively.

Advantageous

The proposer's oral presentation was clear and well organized and demonstrated the proposer's ability to communicate effectively.

Non-Advantageous

The proposer's oral presentation was unclear and disorganized and did not demonstrate the proposer's ability to communicate effectively.

VII. Rule of Award

The City will determine the most advantageous proposal from a responsible and responsive bidder, taking into consideration price and all evaluation criteria set forth in the RFP.

RFP# L-37
GENERAL CONDITIONS AND REQUIREMENTS

Proposal Rules

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

Basis of Proposal Award

The Agreement shall be awarded to the responsible and responsive Proposer submitting the proposal considered most advantageous, taking into consideration price and all evaluation criteria set forth in the RFP.

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 Scope of Services.

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, 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.

City of Salem – RFP L-37 Consulting Services for a Site Assessment Study on Potential Land Use Options at the Salem Harbor Power Station Site

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 six (6) copies of the non-price proposal and one original and six (6) copies of the price 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 10:00 am on Wednesday, June 23rd, 2010 at which time and place they will be opened and registered.

City of Salem – RFP L-37 Consulting Services for a Site Assessment Study on Potential Land Use Options at the Salem Harbor Power Station Site

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 Commonwealth of Massachusetts, the Massachusetts Clean Energy Technology Center, the City, their agents, and their 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

City of Salem – RFP L-37 Consulting Services for a Site Assessment Study on Potential Land Use Options at the Salem Harbor Power Station Site

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 no change in project scope or timetable without the prior written approval of the City of Salem. Changes in the Scope of Services 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

City of Salem – RFP L-37 Consulting Services for a Site Assessment Study on Potential Land Use Options at the Salem Harbor Power Station Site

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 Schedule

Professional services shall be completed by **May 1, 2011**. The Proposer agrees to promptly notify the City of Salem of 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 Wednesday, June 23rd, 2010.

Proposals should be addressed to:

Thomas Watkins, Acting Purchasing Agent
Salem Purchasing Department
120 Washington St. 3rd Floor
Salem, Massachusetts 01970

City of Salem – RFP L-37 Consulting Services for a Site Assessment Study on Potential Land
Use Options at the Salem Harbor Power Station Site

ATTACHMENT 1

Proposal Cover Sheet

RFP #
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 six (6) copies of the proposal should be delivered no later than 10:00 am on Wednesday, June 23rd, 2010 to:

Thomas Watkins, Acting Purchasing Agent
Purchasing Department
Salem City Hall Annex
120 Washington Street, 3rd 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, 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 _____

City of Salem – RFP L-37 Consulting Services for a Site Assessment Study on Potential Land
Use Options at the Salem Harbor Power Station Site

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 3
FEE PROPOSAL FORM

The undersigned hereby submits a price proposal to perform the services outlined in the Request for Proposals for the **Study on the Reuse Options for the Salem Harbor Power Station Site**.

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:**

Task 1: _____

Task 2: _____

Task 3: _____

Task 4: _____

Task 5: _____

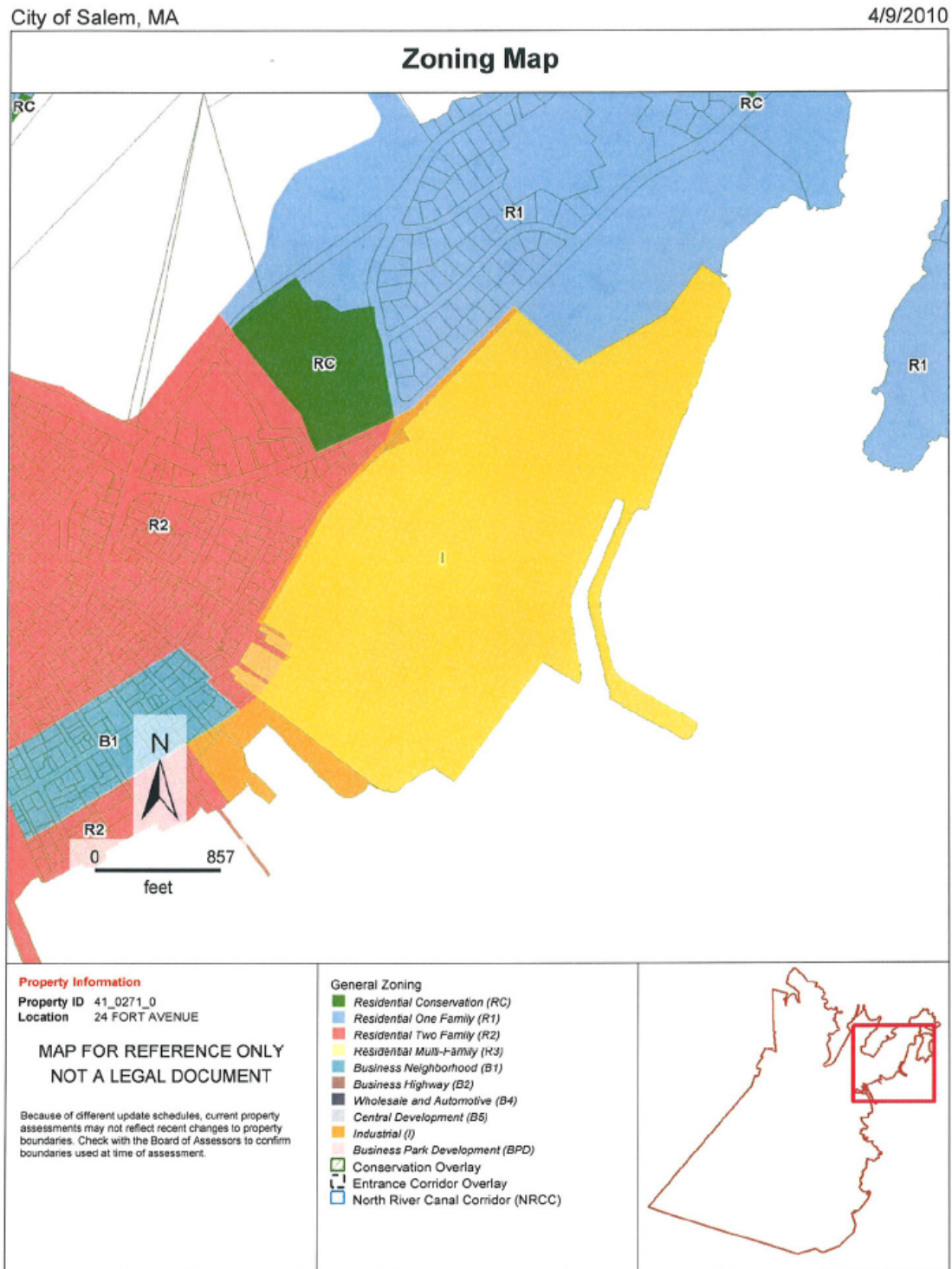
TOTAL COST: _____

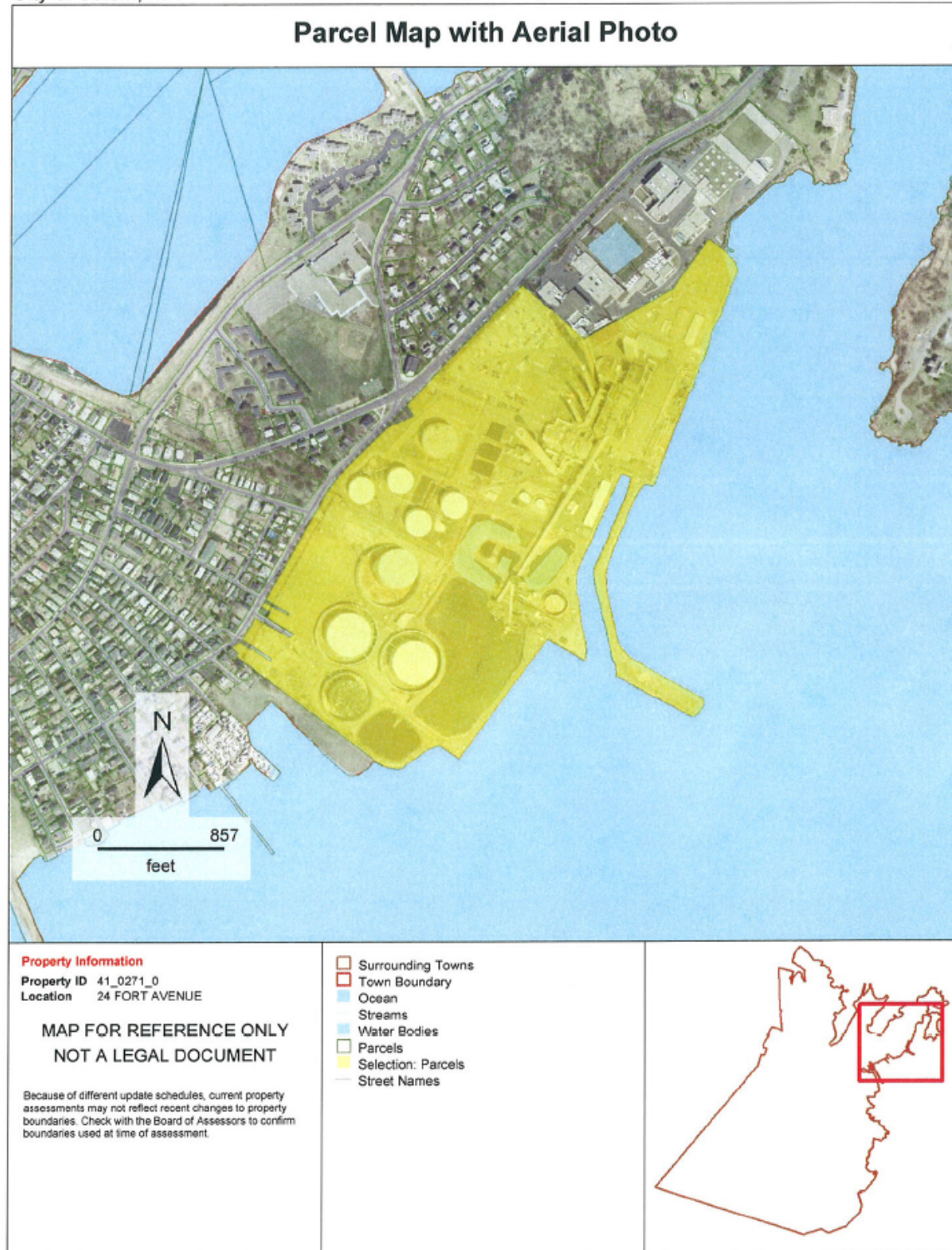
Consultant signature

Date

ATTACHMENT 4

Salem Harbor Power Station and Project Site Location Map





ATTACHMENT 5
Salem Harbor Power Station Photographs



ATTACHMENT 6 **Floor Plans of Salem Harbor Power Station**

