

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RECOURCES**

**REQUEST FOR QUALIFICATIONS for
MOUNT WASHINGTON STATE PARK ASSESSMENT
and
RECOMMENDATIONS FOR IMPROVEMENTS**

11/15/2023

Section 1 – Overview and Schedule

A. Project Background

Mount Washington State Park (“Summit”) is comprised of 52 acres on the summit of Mount Washington. Overall management of the Summit and facilities to support visitors became the responsibility of the N.H. Division of Parks and Recreation (“N.H. State Parks” or “DNCR”) when the Summit became a State park in 1964. The Mount Washington Commission (“Commission”) advises and assists N.H. State Parks in managing the Summit. By law, the Commission must create a Master Plan for the Summit every 10 years. The Commission completed a Master Plan* “MP” (* See Appendix B) in October of 2022, and it was accepted by Governor Sununu in January 2023.

B. Invitation to Submit a Statement of Qualifications

Firms or Teams with qualified Architectural, Engineering, Environmental, and Planning specialists, are invited to submit a statement of qualifications for performing the Assessment described herein.

C. Assessment Goals

The Assessment should examine existing conditions within the boundary of Mount Washington State Park (the summit) and in presenting such conditions, provide recommendations in coordination and consultation with the Department of Natural & Cultural Resources as described generally throughout the Master Plan. This Assessment will form a baseline and resource for future planning. Future development proposed for the Summit will be subject to the findings and recommendations of the Assessment, and to demonstrate compliance with the Master Plan.

D. Schedule

The following table provides a Schedule of Events for this RFQ through contract finalization and approval. The Agency reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

| EVENT | DATE | LOCAL TIME |
|---|------------------|-------------|
| RFQ Released to Proposers (Advertisement) | 11/16/2023 | 9:00 AM EST |
| Questions Related to the RFQ due by date | 12/08/2023 | 3:00 PM EST |
| Qualifications Statement due date | 12/13/2023 | 3:00 PM EST |
| Interviews of short-listed candidates | 1/11- 1/12/24 | 2:00 PM EST |
| Contract award | 2/2/2024 | TBD |
| Governor and Executive Council meeting for approval | 3/06/2024 | TBD |
| Anticipated projects start date | 3/13/2024 | TBD |
| Project design completion date | Fall 2025 | TBD |

Section 2 – Proposed Scope of Work

Provide the Assessment described in the Master Plan and then identify ways to implement certain deliverables in the Master Plan consistent with the Assessment as described below. The Assessment may provide a brief narrative chronicling facility development and operational management of the summit based on information obtained from the Mount Washington Commission, its members, or the public.

Key components from the Master Plan to address in the Assessment are:

- Examine damage to and deterioration of the environment including, but not limited to:
 - An analysis of contaminated groundwater and soils around the Summit.
 - An analysis of damage to and options for restoring alpine flora.
 - Recommended steps to be considered under the goals of the Master Plan considering the anticipated consequences of climate change; and,
 - Identification of other environmental considerations.
- Review prior recommendations related to protecting flora and fauna and information from the N.H. Natural Heritage Bureau (NHB) database.
- Conduct a building survey and an infrastructure survey.
- Identify opportunities to address damage to and deterioration of the Summit environment, including stressed or damaged vegetation and impacts of invasive species.

- Identify opportunities to enhance the protection of the fragile alpine ecosystem at the Summit through pathways, trails, and signage.
- Complete a visitor use survey.
- Recommend ways to minimize negative environmental consequences of existing and future structures while balancing ongoing needs, considering other objectives such as the creation of important historic depictions, and meeting the objectives of the Master Plan while keeping in mind that the Master Plan does not prohibit new structures; however, it embodies a commitment to minimize and mitigate environmental damage when performing necessary construction, repairs, or maintenance.
- Identify opportunities to make new structures even less impacting than previous structures such that construction could promote positive environmental changes.
- Recommend management practices and improvements to conserve resources.
- Recommend ways to reduce the visual impact of fuel tanks.
- Determine how much fuel is needed at Mount Washington State Park and provide a cost estimate for acquiring new tanks that are sized appropriately.
- Evaluate the foundation of the former generator for possible re-use in the context of a long-term plan for Summit structures or recommend manner of removal if there is no use.
- Recommend ways to ensure that the Summit is accessible and inclusive for all persons to the extent practicable.
- Recommend how to properly provide an up-to-date communications and maintenance facility. DNCR has a plan for the Yankee Building which can be provided upon request and/or will be provided to the awardee.
- Recommend use of conservation, utilization, and reclamation technology at the Summit.
- Recommend ways to ensure that Summit facilities are sufficient to preserve the Summit environment and provide for the needs of the visiting public.
- Evaluate restroom facility needs using data and accounting from summit partners.
- Recommend protective and energy efficient features that could be incorporated into Summit structures to reduce intrusion into visitors' Summit experiences and the environment.

- Recommend how to incorporate energy and resource efficient technologies that are consistent with the preservation of historic settings, Summit equipment, facilities, and infrastructure.
- Identify ways to encourage lowest possible net emissions and ways to become compatible with energy certifications or the equivalent.
- Identify ways to incorporate renewable energy sources consistent with Master Plan objectives.
- Assess current visitor services facilities, their carrying capacity, and the carrying capacity of the Summit generally.
- Estimate capital investment needed to accomplish recommendations.

**The Mount Washington Commission will be contacted and engaged in this assessment and its meetings may be used as a forum for public outreach and comment.

Section 3 – Process for Submitting a Statement of Qualifications

A. Submission, Deadline, and Location Instructions

Statements of Qualifications, and question submitted in response to this RFQ must be received by the Department, no later than the time and date specified in the Schedule section, herein. Statements of Qualifications may be submitted by U.S. Mail, Delivery Service, In Person, and Electronically, and must be addressed to:

State of New Hampshire
Department of Natural and Cultural Resources
172 Pembroke Road
Concord, NH 03301
 c/o
Albi Fioravante, Project Administrator

Statements of Qualifications must be clearly marked as follows:

Qualifications Statement for Mount Washington State Park Assessment

All Statements of Qualifications submitted in response to this RFQ must consist of at least:

1. One (1) original and Three (3) clearly identified copies of the Statement of Qualifications, including all required attachments.
2. One (1) clearly identified electronic copy of the Statement of Qualifications, including all required attachments contained on digital media such as PDF.

B. Inquiries

All inquiries concerning this RFQ, including but not limited to, requests for clarifications, questions, and any changes to the RFQ, shall be submitted via email to the following RFQ designated Points of Contact:

TO: Albi Fioravante, Project Administrator
Tel: 603-271-3206
E-mail: albdios.v.fioravante@dncr.nh.gov

SECTION 4 - Content and Requirements for a Statement of Qualifications

Statements of Qualification shall follow the below format and provide the required information set forth below:

1. **DESCRIPTION OF SERVICES TO BE PROVIDED:** Include a formal letter describing how the firm would carry out and manage the project, the anticipated project timeline, and the invoicing system and payment schedule you would propose to cover your fee. **Do not make a fee proposal in your Statement of Qualifications.** The letter should provide a written commitment to participate in the project as described in your letter if selected. The letter must be signed by the firm principal who will manage the project.
2. **EXPERIENCE:** Provide a description of the firms and project engineers experience with similar types of projects which would provide insight valuable in carrying out this project. Provide resumes of the firm members who would work on this project.
3. **LIST OF PROJECTS:** Provide a list of projects completed by the firm within the last 10 years which are similar or relevant to this project.
4. **REFERENCES:** Provide a list of at least 3 clients for projects of similar character or scope who will provide a reference for your firm. Include the name, telephone number and e-mail address of the contact person.

SECTION 5 – Evaluation of Submissions

A. Criteria for Evaluation and Scoring

The Agency will establish an evaluation team to score the Statements of Qualifications. This evaluation team will review the Statements of Qualifications and give a score based on the

following evaluation criteria. Statements of Qualifications will be reviewed by DNCR. At its discretion, DNCR may seek input, recommendations, and assistance from:

- o The Mount Washington Commission as designated by commission chair.
- o DNCR Parks and Recreation Director
- o DNCR Forests & Lands Director
- o DNCR Project Administrator
- o DNCR State Park Planner
- o DNCR Architects and Project Managers

From review of the submissions received, the selection committee will designate a short list of the most suitable candidates for this project. Usually, the short list has 3 candidates but the number selected is up to the selection committee. The short-listed candidates will be invited to be interviewed. The interview dates' will be 1/11& 1/12/24, and the interviews will be conducted at DNCR's office in Concord.

| EVALUATION CRITERIA | POINTS |
|---|-------------------|
| <u>Project Experience</u> | |
| <ul style="list-style-type: none"> • Qualifications and experience of the project team | 25 Points |
| <ul style="list-style-type: none"> • Proposed approach to undertaking the study, assessment, and evaluation required by this project | 25 Points |
| <ul style="list-style-type: none"> • Expertise in facilities assessment and planning | 20 Points |
| <ul style="list-style-type: none"> • Expertise in recreational planning | 10 Points |
| <ul style="list-style-type: none"> • Expertise in environmental assessments and planning | 20 Points |
| <ul style="list-style-type: none"> • MAXIMUM TOTAL POINTS | 100 POINTS |

B. Planned Evaluations

The Agency plans to use the following process:

- Statements of Qualification will be scored based upon the criteria and standards contained in this RFQ and from applying the weighting in this section;
- Per RSA 21-I:22, the Agency will establish a short list of not less than three (3) firms for further evaluation;
- Oral interviews and reference checks, to the extent they are utilized by the Agency, will be used to refine and finalize scores;
- Final evaluation and scoring;
- Selection of the highest scoring candidate and begin contract negotiations.

C. Rights of the Agency in Accepting and Evaluating Statements of Qualifications

The Agency reserves the right to:

- Make independent investigations in evaluating Statements of Qualifications;
- Request additional information to clarify elements of a Statement of Qualifications;

- Waive minor or immaterial deviations from the RFQ requirements, if determined to be in the best interest of the State;
- Omit any planned evaluation step if, in the Agency’s view, the step is not needed;
- At its sole discretion, reject any and all submissions at any time; and
- Open contract discussions with the second highest scoring candidate and so on, if the Agency is unable to reach an agreement on Contract terms with the higher scoring Proposer(s).

Section 6 – Contract Terms and Award

A. Award

This is a qualifications-based consultant selection process; candidates will be ranked in order of preference without consideration of the consultant’s fee requirements. After candidates have been ranked, fee negotiations will be opened with the top ranked candidate. If agreement on the fee amount can be reached, a contract will be issued for signatures and forwarded to the Commissioner of the Department of Natural and Cultural Resources for approval. If no agreement is reached, negotiations with that candidate will be terminated and negotiations will be opened with the next highest ranked candidate. This process will continue until an agreement is reached or the Director of the Division of Parks and Recreation exercises their right to reject any and all submissions.

If the State decides to award a contract as a result of this RFQ process, any award is contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the contract.

B. Standard Contract Terms

The successful candidate(s) will be expected to enter into a contract with the State of New Hampshire. The terms and conditions set forth in Form P-37 General Provisions are mandatory and will apply to any contract awarded to the candidate. In addition, engagement specific terms and conditions will be negotiated with the candidate and included in the final contract. For the convenience of the candidates, and reference only, Form P-37 has been included in Appendix A. Candidates shall not be required to fill in the P-37 Form until after final selection and contract negotiations are complete.

C. Special Terms to Be Included in A Contract Resulting From this RFQ

The following Terms and Conditions shall be included as Exhibit A – Special Provisions of Form P-37:

Consultant’s Responsibilities

- A. The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services

as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

- B. The Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the Department shall not be responsible for discovering deficiencies therein. The Consultant shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Department-furnished information.
- C. The Consultant shall identify a representative who is authorized to act on behalf of the Consultant with respect to the Project.
- D. The Consultant shall be licensed in the State of New Hampshire to perform the services described in this Agreement or shall cause such services to be performed by appropriately licensed professionals.
- E. The Consultant shall coordinate its services with those services provided by the Department or the Departments other Consultants. The Consultant shall be entitled to rely on the accuracy and completeness of services and information provided by the Department and the Departments other consultants.

Department's Responsibilities

- A. The Department shall provide information in a timely manner regarding requirements for and limitations on the Project.
- B. The Department shall identify a representative who is authorized to act on behalf of the Department with respect to the Project.
- C. The Department will review project documents for consistency with Project requirements, and that requirements are met, there are no negative impacts to the Departments operations, and that the design is in the State's best interest.
- D. The Department will administer all details in connection with obtaining bids, awarding and preparing contracts, and other contract administrative work required for the Project.

Miscellaneous Provisions

- A. Hazardous Materials:
 - a. The Consultant shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
 - b. In the event the Consultant or any other party encounters Hazardous Materials at the project site, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the

portion of the Project affected thereby until the Department retains appropriate specialist contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Materials, and warrants that the site is in full compliance with applicable Laws and Regulations.

- B. Ownership of Documents: All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports or other documents collected, prepared or undertaken either manually or electronically by Consultant under this Agreement, immediately become the property of the Department and, when completed, shall bear the Consultants endorsement. The Consultant shall surrender to the Department, upon demand at any time, or submit to its inspection any such document. The Consultant shall have the right, with the written approval of the Department, to use any of the data prepared by it and hitherto delivered to the Department at any later stage of the Project contemplated by this Agreement. Reuse of any of these documents by the State, without written permission of the Consultant, shall be at the State's risk.

- C. Opinions of Probable Construction Cost: Consultants opinions of probable construction cost provided for herein are to be made on the basis of the Consultant's experience and qualifications and represents the Consultants best judgement as an experienced and qualified professional generally familiar with the industry. However, since the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by the Consultant.

[Appendix A: P-37 Sample Contract Form](#)

[Appendix B: Mount Washington Master Plan](#)