City of Salem, Massachusetts



Request for Proposals

R-19

Preparation of a Master Plan for Camp Naumkeag

September 8, 2015

PROPOSALS DUE:

Tuesday, September 29, 2015, 11:00 AM

*Late proposals will be rejected

Whitney C. Haskell
Purchasing Agent
93 Washington Street, 2nd Floor
Salem, MA 01970
whaskell@salem.com
(978) 619-5695

REQUEST FOR PROPOSALS R-19

CAMP NAUMKEAG MASTER PLAN COVER SHEET

Proposer:				
Street Address:	(Number and Street)	(City)	(State)	(Zip)
Taxpayer Identification No:				
	(Social Security Number)	(Federal Ide	entification Nu	mber)
Contact Name:				
Telephone:				
Email Address:				
Fax:				
Authorized Signature:				
Name:				
Title:				
Date:				

REQUEST FOR PROPOSALS R-19

CAMP NAUMKEAG MASTER PLAN CHECKLIST

Submissions:

			Yes	No
1. Cover Sheet				
2. Proposer's Checklist (this sheet)				
3. Price Proposal				
Price Proposal Form				
4. Non-Price/Technical Proposal				
Required Certifications				
Plan of Services				
5. Acknowledgement of Addenda:	Addendum #1 Addendum #2 Addendum #3 Addendum #4	Date: Date: Date:		

Minimum Requirements:

		Yes	No
1.	Proposer has the ability and experience to perform the Scope of Services		
	described herein.		
2.	Proposer has a working knowledge of regulations relating to recreation facilities.		
3.	Proposer can provide full services for the project including licensed engineers,		
	registered architects, if necessary, to prepare and deliver a comprehensive report.		

REQUEST FOR PROPOSALS R-19

CAMP NAUMKEAG MASTER PLAN PRICE PROPOSAL

Proposer agrees to perform the scope of services described in	neteni for the following price.
\$	
(figures)	
	_ DOLLARS AND
	_CENTS.
(written)	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	
NAME (PRINTED)	
DATE	

REQUEST FOR PROPOSALS R-19

CAMP NAUMKEAG MASTER PLAN REQUIRED CERTIFICATIONS

FORM A 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.

(Signature of authorized individual submitting proposal)
(Printed Name)
(Name of Proposer)
(Date)

FORM B 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.

(Signature of authorized individual submitting proposal)
(Printed Name)
(Name of Proposer)
(Federal Tax Identification or Social Security Number)
(Date)

FORM C CERTIFICATE OF CORPORATE AUTHORITY (if applicable):

I,	certify that I am the	of the
	in the Bid included herein, that	
Bid on behalf of the Bidder v	vas then	_ of said corporation, that I
know his signature, that his s	ignature thereon is genuine and that sa lf of said corporation by authority of it	id Bid was duly signed, sealed
		(Corporate Seal)
(Secretary-Clerk)		
	(Signature of authorized indivi	dual submitting proposal)
	(Printed Name)	
	(Name of Proposer)	
	(Date)	

PART 1. GENERAL INFORMATION

1.1 PROCUREMENT DESCRIPTION

1.1.1 INTRODUCTION

The City of Salem is seeking proposals from qualified firms to undertake the preparation of a master plan for the Camp Naumkeag site located at 85 Memorial Drive. The selected proposer shall assessing the building and surrounding premises and make recommendations to support multiple recreation uses including beach and boating access, playground, open grassy field, volleyball, basketball court, community garden and picnic/BBQ area.

The City has established a budget of \$25,000 for this work.

The work shall commence upon issuance of the 'Notice to Proceed' and must be complete by June 30, 2016.

1.1.2. SITE DESCRIPTION

Camp Naumkeag near the Salem Willows began as a tuberculosis health day camp in the early 1900s. Six years later the first buildings were built on the site. After the camp's buildings were destroyed by fire in 1930, it was rebuilt as the Salem Health Camp. From 1944 to 1946, the camp was used by the Carpenter Street Home for Children. In 1946, the Rotary Club bought the buildings for the Salem Girl Scouts. The Girl Scout organization used the camp for the next 18 years, but decided in 1964 there wasn't enough land at the site and left the camp. A volunteer group, the Naumkeag Associates, Inc., ran the camp starting in 1964. This group was able to keep the camp open with various fundraising efforts until the camp was taken over by the city of Salem in 2002.

Salem's Park and Recreation Commission took over the operation of this city-owned area, with the manager of Winter Island doing the bookings for family and business outings at the camp. The Salem YMCA has also used the camp for summer day care.

1.2 APPLICABLE LAW

This procurement will be conducted pursuant to M.G.L. ch. 30B, sec. 6.

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 Request for Proposals ('RFP') 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 forty five (45) days after the proposal due date. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the most advantageous proposer.

1.6 RIGHT TO CANCEL/REJECT

The City reserves the right to cancel this RFP 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 proposal pricing.

Copies of the City's tax exempt paperwork shall be available upon request of the selected contractor.

1.8 OBTAINING THE REQUEST FOR PROPOSALS

The RFP shall be available beginning, Tuesday, September 8, 2015

The RFP and related documents shall be available for free download from the City's Purchasing Department website at http://salem.com/Pages/SalemMA_Purchasing/index under the link titled "IFBs RFPs, and RFQs."

Hardcopies of the RFP and related documents may be obtained at the Office of the Purchasing Agent, 120 Washington Street, 3rd Floor, Salem, MA 01970, during regular office hours:

Monday-Wednesday: 8:00 AM – 4:00 PM Thursday: 8:00 AM – 7:00 PM Friday: 8:00 AM – 12:00 PM

PART 2. INSTRUCTIONS TO PROPOSERS

2.1 REQUIREMENTS AND SUBMISSIONS

Below please find a description of the requirements and submissions that must be included as part of a proposal.

2.1.1 PRICE PROPOSAL FORM

Every proposal must include a completed 'Price Proposal Form'. See attached. The price proposal shall be separately sealed and labeled as "Price Proposal".

2.1.2 NON-PRICE/TECHNICAL PROPOSAL

Each proposal must include a Non-Price/Technical, which shall be separately sealed and labeled as "Non-Price Proposal," containing:

■ 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.

☐ CORPORATE BIDDER FORM

If the proposal is being submitted by a corporation the proposal must include a certification that the individual submitting the bid has been authorized to bind the corporation. See 'Certificate of Corporate Authority' attached.

☐ PLAN OF SERVICES

The Plan of Services should include, but is not limited to:

1. Letter of Transmittal:

- Briefly state your firm's understanding of the services to be performed.
- Provide the name(s), title(s), and contact information of the person(s) authorized to make representations for your firm.
- The letter of transmittal shall be signed by an individual who has the authority to legally bind the firm.

2. Experience and Qualifications:

- Identify the project team (including sub-consultants and/or sub-contractors) and
 provide a statement of qualifications for each individual to include credentials
 such as: education, professional registrations, area of expertise, and years of
 service in their respective field.
- Provide an organizational chart that identifies the Project Manager, as well as the role of each individual team member, including sub-consultants and/or subcontractors

3. Methodology and Approach:

Provide a description of the method and approach your firm intends to utilize when developing the Master Plan.

4. References:

Provide a list of references, along with their contact information, for municipal officials that were involved with the preparation and implementation of similar Master Plans.

2.2 PROPOSAL DELIVERY

Below please find a description of the manner in which sealed proposals must be submitted. Price and Non-Price proposals must be separately sealed and labeled.

2.2.1 DUE DATE AND TIME

Proposals shall be received by the Office of the Purchasing Agent on or before **Tuesday**, **September 29**, **2015**, **11:00 AM**.

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

2.2.2 ADDRESS

Sealed proposals shall be delivered to the Office of the Purchasing Agent, 93 Washington Street, 2nd Floor, Salem, MA 01970.

Facsimile and email submissions will not be accepted.

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 two (2) copies of the proposal.

2.2.5 LABELING

Price and Non-Price proposals must be separately sealed and labeled. Each proposal shall be labeled with (1) the proposal number and title, (2) the proposal due date, (3) the name of the proposer and (4) price or non-price proposal.

2.3 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.

2.4 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

2.4.1 QUESTIONS

Questions concerning this RFP must be submitted in writing to: Whitney Haskell at whaskell@salem.com at least five (5) days prior to the bid opening date. Written responses will be mailed to all bidders on record as having picked up the RFP.

2.4.2 CHANGES

If any changes are made to this RFP, addenda will be issued. Addenda will be posted in the Office of the Purchasing Agent, on the website and e-mailed to all proposers on record as having picked up the RFP.

2.4.3 MODIFICATIONS AND WITHDRAWALS

A proposer may correct, modify, or withdraw a proposals by written notice received by the City of Salem prior to the time and date set the proposal due date.

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 RFP.

After the proposal due date, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the proposer will be allowed to correct them.

2.5 UNFORESEEN OFFICE CLOSURES

If, at the time of the scheduled 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.

PART 3. SCOPE OF SERVICES

The selected proposer shall:

- Assess the usability and safety of the caretaker building. Make recommendations for improvements and identify areas that will need to be brought to current building code standards.
- Assess the usability of the Common area building. Make recommendations for improvements and identify areas that will need to be brought to current building code standards
- Assess the restroom facilities and make recommendations for improvements to be used as a public facility.
- Assess the playground and lower restrooms facilities and make recommendations on potential other recreational uses for the building
- Assess all public access points to the playground area
- Make recommendations for improving access to the beach on the property
- Make recommendations for the open space within the property to allow for more outdoor recreational programming
- Assess the parking accommodations and make recommendations for improvements

PART 4. EVALUATION AND SELECTION

4.1 MINIMUM REQUIREMENTS

1.	Proposer has the ability and experience to perform the Scope of Services described		
	herein.		
2.	Proposer has a working knowledge of regulations relating to recreation facilities.		
3.	Proposer can provide full services for the project including licensed engineers, registered		
	architects, if necessary, to prepare and deliver a comprehensive report.		

4.2 **COMPARATIVE CRITERIA**

1. Experience:

Highly	Proposer has been regularly engaged in the business of providing the
Advantageous:	services described herein for ten (10) or more years.
Advantageous:	Proposer has been regularly engaged in the business of providing the
	services described herein for between five (5) and ten (10) years.
Not Advantageous:	Proposer has been regularly engaged in the business of providing the
	services described herein for less than five (5) years.

2. Qualifications:

Highly	All proposed team members are highly qualified.
Advantageous:	
Advantageous:	Most proposed team members are highly qualified.
Not Advantageous:	Proposed team members are not highly qualified.

3. Methodology/Approach:

Highly	The project approach demonstrates a clear and complete
Advantageous:	understanding of the project and desired results.
Advantageous:	The project approach demonstrates a satisfactory understanding of the
	project and desired results.
Not Advantageous:	The project does not demonstrate and understanding of the project
	and desired results.

4. Quality of Work/References:

Highly	All references are favorable.
Advantageous:	
Advantageous:	One reference is not favorable.
Not Advantageous:	More than one reference is not favorable.

5. Presentation/Interview:

Highly	The presentation was clear, complete and indicates an ability to	
Advantageous:	successfully perform the scope of services.	
Advantageous:	The presentation indicated and ability to satisfactorily perform the	
	scope of services.	
Not Advantageous:	The presentation indicated an inability to perform the scope of	
_	services.	

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, as well as price.

4.4 SELECTION PROCESS

Following the deadline for receipt of proposals, the Chief Procurement Officer ('CPO') will open the non-price proposals and prepare a register of proposals submitted. The non-price proposals will be evaluated by an evaluation committee based on the Minimum Requirements and Comparative Criteria contained in this RFP. The evaluation committee shall notify the CPO which proposal was deemed most advantageous. The CPO will then open and evaluate the price proposals, and award the contract to the most advantageous proposal taking into account the evaluation criteria and price.

PART 5. TERMS AND CONDITIONS

5.1 TERM OF CONTRACT

The term any contract that results from this RFP, shall commence upon issuance of the Notice to Proceed and terminate June 30, 2016.

5.2 ASSIGNMENT AND SUBCONTRACTING

The selected contractor(s) shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

5.3 INSURANCE REQUIRMENTS

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.

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.

5.4 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.

5.5 FEDERAL AND STATE LAW

The selected contractor shall comply with all applicable Federal, State and Local laws and ordinances.

5.6 SAMPLE CONTRACT

See 'Sample Contract' attached.

SAMPLE CONTRACT

CITY OF SALEM XXXXXXX

Contract Number: X-XX

1.	THIS AGREEMENT made and concluded this day of in the year Two Thousand Thirteen 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 scope of services, terms and conditions described in Request for Proposals/Invitation for Bids,
	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 furnished 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.
3.	Performance Period:
4.	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.
5.	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.
6.	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 proposal is hereby made a part of this contract by reference.

8. 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.

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.

9.	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.

10.	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.
11.	IN WITNESS WHEREOF the said; (

	CITY OF SALEM
Ву:	By:
Authorized Signature	Kimberley Driscoll,
	Mayor
Authorized Officer (print name)	
u ,	Sarah Stanton,
	Finance Director
Title	
	Whitney Haskell,
	Purchasing Agent
Approved as to form:	
Approved as to form.	Elizabeth Rennard, Esq.,
	City Solicitor