

City of Salem, Massachusetts



Request for Proposals

R-16

Lease of Space at Collins Middle School

August 19, 2015

PROPOSALS DUE:

Monday, September 21, 2015, 2:00 PM

*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-16
LEASE OF SPACE AT COLLINS MIDDLE SCHOOL
COVER SHEET

Proposer: _____

Street Address: _____
(Number and Street) (City) (State) (Zip)

Taxpayer
Identification No: _____
(Social Security Number) (Federal Identification Number)

Contact Name: _____

Telephone: _____

Email Address: _____

Fax: _____

Authorized
Signature: _____

Name: _____

Title: _____

Date: _____

REQUEST FOR PROPOSALS R-16
LEASE OF SPACE AT COLLINS MIDDLE SCHOOL
CHECKLIST

Submissions:

	Yes	No
1. Cover Sheet		
2. Proposer's Checklist (this sheet)		
3. Price Proposal		
4. Non-Price/Technical Proposal		
• Required Certifications		
• Plan of Services		
5. Acknowledgement of Addenda: _____ (if applicable) <div style="text-align: center;">#’s</div>		

Minimum Requirements/Program Guidelines:

	Y	N
1. The program must be exclusively for children ages 8 through 18.		
2. The program must be open to all children in the stated age range for a cost to the child/family for the entire school year of no more than \$25 for the 8 to 12 year-olds and \$10 for the teens.		
3. The program must own a school bus to assist in transportation of children to the program from all elementary schools and must allow use of that bus by the School Department as needed.		
4. The program must provide intensive homework assistance at no additional cost to the member.		
5. The program must provide custodial service for the leased area, as well as all supplies.		
6. The program must provide a daily nutritious snack		
7. The program hours must be from directly after school to 6PM for 8 to 12 year-olds and until 8PM for teens.		
8. The program must offer programming for Collins Middle School Extended Learning Time		
9. The program must provide volunteer opportunities for college students and residents		
10. The Program must work in conjunction with the school district in order to align priorities.		

**REQUEST FOR PROPOSALS R-15
LEASE OF FOREST RIVER HOUSE
PRICE PROPOSAL FORM**

The City is seeking a minimum of \$4,000/month.

Proposer agrees to furnish the following monthly rental payments for each of the following years:

Month	Year 1	Year 2	Year 3
October	\$	\$	\$
November	\$	\$	\$
December	\$	\$	\$
January	\$	\$	\$
February	\$	\$	\$
March	\$	\$	\$
April	\$	\$	\$
May	\$	\$	\$
June	\$	\$	\$
July	\$	\$	\$
August	\$	\$	\$
September	\$	\$	\$
Yearly Total	\$	\$	\$

Signature of Authorized Representative: _____

Printed Name: _____

Title: _____

Company/Organization (Proposer): _____

Date: _____

**REQUEST FOR PROPOSALS R-16
LEASE OF SPACE AT COLLINS
REQUIRED CERTIFICATIONS**

1. NON-COLLUSION:

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

2. TAX COMPLIANCE:

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

3. CORPORATE BIDDER *(if applicable):*

I, _____ certify that I am the _____ of the corporation named as Bidder in the Bid included herein, that _____, who signed said Bid on behalf of the Bidder was then _____ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

(Secretary-Clerk)

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Proposer)

(Federal Tax Identification or Social Security Number)

(Date)

**DISCLOSURE OF BENEFICIAL INTERESTS
ACQUISITION OR DISPOSITION OF REAL PROPERTY**

For acquisition or disposition of Real Property by _____ the undersigned does hereby state, for the purposes of disclosure pursuant to Massachusetts General Laws, Chapter 7, section 40J, of a transaction relating to real property as follows:

(1) REAL PROPERTY DESCRIPTION:

(2) TYPE OF TRANSACTION:

(3) SELLER or LESSOR:

(4) BUYER or LESSEE.

(5) Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above:

NAME

RESIDENCE

(6) None of the above mentioned persons is an employee of the Division of Capital Asset Management or an official elected to public office in the Commonwealth except as listed below.

(7) This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named above. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized officer of that corporation or legal entity. The undersigned acknowledges that any changes or additions to items 3 and or 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within thirty (30) days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: _____
Printed Name: _____
Title: _____
Date: _____

PART 1. GENERAL INFORMATION

1.1 PROCUREMENT DESCRIPTION

The City is offering for lease, 6 classrooms (401, 402, 403, 404, 405, and 438) and office space (409) at the Collins Middle for use in the operation of a program meeting the requirements described herein. The seven rooms total approximately 6,000 square feet. The selected proposer may also use other parts of the building, such as the gymnasium, on an as needed basis.

1.2 APPLICABLE LAW

This procurement will be conducted pursuant to M.G.L. ch. 30B, sec. 16.

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, August 19, 2015.

The RFP and related documents shall be available for free download from the City's Purchasing Department website at http://saalem.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, 93 Washington Street, 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 PROPOSAL COMPONENTS

The following items must be submitted in order for the proposal to be considered:

PRICE PROPOSAL

Every proposal must contain a 'Price Proposal Form' outlining the proposed rental payments and capital improvements.

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.

DISCLOSURE OF BENEFICIAL INTERESTS

Massachusetts General Law c.7, §40J requires that a disclosure of beneficial interests be filed for each real property transaction regardless of the cost or value of the acquisition or disposition. The person acquiring property from, or selling or leasing property to, a public agency must file the disclosure. No agreement, renewal, or extension is valid until the disclosure is filed with the Division of Capital Asset Management. Also, a new agreement must be filed within 30 days of a change in beneficial interests during the term of an agreement.

PLAN OF SERVICES:

- Letter of Transmittal

- Program Description
- References

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 **Monday, September 21, 2015, 2:00 PM.**

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 three (3) 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, 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. DESCRIPTION, EVALUATION AND SELECTION

3.1 MINIMUM REQUIREMENTS/GUIDELINES

1.	The program must be exclusively for children ages 8 through 18.
2.	The program must be open to all children in the stated age range for a cost to the child/family for the entire school year of no more than \$25 for the 8 to 12 year-olds and \$10 for the teens.
3.	The program must own a school bus to assist in transportation of children to the program from all elementary schools and must allow use of that bus by the School Department as needed.
4.	The program must provide intensive homework assistance at no additional cost to the member.
5.	The program must provide custodial service for the leased area, as well as all supplies.
6.	The program must provide a daily nutritious snack
7.	The program hours must be from directly after school to 6PM for 8 to 12 year-olds and until 8PM for teens.
8.	The program must offer programming for Collins Middle School Extended Learning Time
9.	The program must provide volunteer opportunities for college students and residents
10.	The Program must work in conjunction with the school district in order to align priorities.

3.3 COMPARATIVE CRITERIA

3.3.1 Experience:

Highly Advantageous	More than 30 years experience operating similar programs
Advantageous	Between 10 and 29 years experience operating similar programs
Not Advantageous	Less than 9 years experience

3.3.2 Community Partnerships:

Highly Advantageous	The program makes collaborates with at least five (5) community partners (schools, colleges, and local institutions).
Advantageous	The program collaborates with between one (1) and five (5) partners.
Not Advantageous	The program collaborates with no community partners.

3.3.3 Sporting Activities:

Highly Advantageous	Program offers four (4) or more competitive sports leagues.
Advantageous	Program offers two (2) to (3) competitive sports leagues.
Not Advantageous	Program offers less than two (2) competitive sports leagues.

3.3.4 Affiliations:

Highly Advantageous	The program is a member of national organization with extensive resources for staff training.
Not Advantageous	The program is not a member of national organization.

3.4 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.

3.5 SELECTION PROCESS

Following the deadline for receipt of proposals, the Chief Procurement Officer (“CPO”) will open the proposals and prepare a register of proposals submitted. The 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.

PART 4. TERMS AND CONDITIONS

4.1 TERM OF AGREEMENT

The term of any lease that may result, shall be for a term of three (3) years, with no options to renew the agreement. The lease term is expected to commence on or around October 1, 2015 and terminate August 30, 2018.

4.2 ASSIGNMENT AND SUBCONTRACTING

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

4.4 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.

4.5 INDEMNIFICATION

Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees.

4.6 FEDERAL AND STATE LAW

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

4.7 SAMPLE AGREEMENT

See 'Sample Agreement' attached.

SAMPLE AGREEMENT

LEASE AGREEMENT

This LEASE made the ___ Day of _____ in the year of Two Thousand and _____, between the City of Salem (hereinafter Landlord), and _____, (hereinafter Tenant.)

WITNESSETH, that in consideration of covenants herein reserved and contained on the part of the Tenant to be performed and observed, the Landlord does hereby demise and lease unto the Tenant the following described premises:

Rental of 6 classrooms (Rooms 401, 402, 403, 404, 405 and 438) and office space (Room 409) at the Collins Middle School

TERM

TO HAVE AND TO HOLD the premises demised unto the Tenant, for the term of 3 years, beginning with the 1st day of October, in the year Two Thousand and Fifteen.

RENT

The Tenant shall pay rent in the amount of _____ per month payable at the fifteenth day of each month.

USE OF PREMISES

The premises are to be used for the following described purposes: for conducting programs and for no other purpose whatsoever without the prior written consent of the Landlord.

The premises are available for usage following the Salem Public Schools calendar. The building will be closed on regularly scheduled school holidays and vacations, and in the case of emergency school closings, including "snow days".

Notwithstanding the above paragraph, with prior approval of the landlord, the premises may be used during the February and April school vacation periods. Additional costs to keep the premises open beyond normal vacation operating hours shall be paid by the tenant.

At the commencement of the term, the Tenant shall accept the building, improvements, and any equipment on or in the leased premises, in the existing condition. No representation, statement, or warranty, expressed, and or implied, has been made by or on behalf of the Landlord as to such condition.

Additional costs to clean and prepare the rooms shall be paid by the Tenant.

Additional costs to bring Phone, Internet access beyond what is currently provided shall be paid by the tenant.

The Tenant may use and occupy the leased property only for those purposes approved in writing by the landlord.

INDEMNIFICATION

The Tenant shall at all times relieve, indemnify, protect and save harmless the Landlord and the City of Salem, and each of its boards, officers and employees, from any and all claims and liability for death of an injury to persons or damage to property that may arise from or be caused by the operation, maintenance or occupation of the aforesaid premises by the Tenant under the provisions of this lease or by the negligence of the Tenant, its agents, officers of employees.

SIGNAGE

The Landlord has not conveyed to the Tenant any rights in or to the outer side of the outside walls of the building of which the leased property forms a part. The Tenant shall not display or erect any lettering, sign, advertisement, awning, or projection in or on the leased property or in or on the building of which it forms a part, or make any alteration, decoration, addition, or improvement in or to the leased property, or in or to the building of which it forms a part, without the prior written consent of the Landlord.

REPAIRS

The Tenant shall at its own expense, make all necessary repairs and replacements to the leased property and furniture. Such replacements and repairs shall be made promptly as and when necessary, and shall be in quality and class at least equal to the original work. On default of the Tenant in making such repairs or replacements for the Tenant's account, and the expense thereof shall constitute and be collectible as additional rent.

SUBLETTING

The Tenant shall not have the right to assign, transfer or sublease in whole or in part the herein demised premises without prior authorization in writing from the landlord. In an instance of a Tenant closing their business the lease will be returned to the Landlord, and the Tenant shall at all times remain primarily liable for the payment of rent and performance of all terms under this lease.

The Tenant agrees to remain subject to all regulations promulgated, or which may be promulgated by the Landlord with regard to the Area of which the demised premises is a part.

MAINTENANCE

The Tenant agrees that said premises shall at all times be maintained in a clean, wholesome, sanitary and slightly condition, and no debris, nor any offensive or refuse matter, nor any material detrimental to the public health or causing an unsightly condition, shall ever be permitted to be or remain thereon and the Tenant shall prevent any such matter or material from being produced, or from being or accumulating, upon said premises.

Any business activity outside of the building shall be explicitly approved by the Landlord and must not be placed outside the area designated by the Landlord.

INSURANCE

The Tenant shall present a certificate of liability insurance in the amount of One Million Dollars (\$1,000,000), which shall protect the Landlord, the City, and its boards, officers, and employees against any claims of liability for injury, death or damage to property which arises from the operation, maintenance, or occupation of the premises.

TERMINATION

The Landlord shall have the right to terminate, with a 60 (Sixty) day notice in writing, the lease, if any terms of such lease have been breached by the Tenant. No Tenant shall have the right to assign, sublease, or transfer his or her lease without the approval of the Landlord. If a tenant shall close their business the lease shall revert back to the Landlord.

IN WITNESS WHEREOF, the parties hereto set their hands and seals in duplicate the day and year first above written.

BY:

BY:
