

City of Salem, Massachusetts



Request for Proposals

R-23

Fort Pickering Terrestrial Laser Scan Survey

November 18, 2015

PROPOSALS DUE:

Wednesday, December 09, 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



CITY OF SALEM, MASSACHUSETTS

PURCHASING DEPARTMENT
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SALEM, MA 01970
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WHASKELL@SALEM.COM

KIMBERLEY DRISCOLL
MAYOR

WHITNEY HASKELL
PURCHASING AGENT

LEGAL NOTICE CITY OF SALEM RFP R-23

Sealed proposals will be received at the Office of the City Purchasing Agent, 93 Washington Street, 2nd floor, Salem, MA 01970, on or before **2:00 P.M., December 9, 2015** at which time and place they will be opened for the following:

Fort Pickering Terrestrial Laser Scan Survey

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

RFP Documents will be available upon request after 10:00 AM, November 18, 2015, at the Office of the City Purchasing Agent, 93 Washington Street, 2nd Floor, Salem, MA, 01970.

The project is being funded with a grant from the Massachusetts Historical Commission.

Office Hours:

Mon., Tues., Wed., 8:00AM – 4:00PM

Thurs. 8:00AM – 7:00PM

Fri. 8:00AM – 12:00PM (noon)

Whitney C. Haskell
Purchasing Agent

Wednesday, November 11, 2015

**REQUEST FOR PROPOSALS
R-23
FORT PICKERING SURVEY
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-23
FORT PICKERING SURVEY
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 Date: _____ Addendum #2 Date: _____ Addendum #3 Date: _____ Addendum #4 Date: _____		

Minimum Requirements:

	Yes	No
Consultant should have previous experience with terrestrial laser scan surveys of historic and/or landscape properties.		
The consultant team will include an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards (36 CRF 61 Appendix A) and the Massachusetts State Archaeologist's permit guidelines as summarized in 950 CMR 70.00. Consultants should have recent work experience on comparable sites using Massachusetts Historical Commission survey methodology and standards outlined in M.G.L. Chapter 9, sections 26-27C; 950 CMR 70.00. <u>See Section 4.1.2.</u>		

**REQUEST FOR PROPOSALS
R-23
FORT PICKERING SURVEY
PRICE PROPOSAL**

The City of Salem has established a budget not to exceed \$25,000 for the Scope of Services. Project fees must be provided for each of the three Tasks of work and for the three Task 3 alternatives included in the bidder's proposal. Fees shown shall include all costs and expenses (including materials, copying, mileage, printing, photography, etc.) necessary to completing the Scope of Services defined in Section 3 of this RFP.

The undersigned hereby submits a price proposal to perform the services outlined in the Request for Proposals for Fort Pickering Terrestrial Laser Scan Survey.

Task	Amount			
Task 1	\$			
Task 2	\$			
Task 3	Base	Alternate 1	Alternate 2	Alternate 3
	\$	\$	\$	\$
TOTAL	\$			

Signature of Authorized Representative: _____

Printed Name: _____

Title: _____

Company/Organization (Proposer): _____

Date: _____

**REQUEST FOR PROPOSALS
R-23
FORT PICKERING SURVEY
REQUIRED CERTIFICATIONS**

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)

(Federal Tax Identification or Social Security Number)

(Date)

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)

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)

PART 1. GENERAL INFORMATION

1.1 PROCUREMENT DESCRIPTION

1.1.1 INTRODUCTION

The City of Salem (City) is seeking proposals from qualified contractors to conduct a terrestrial laser scan survey of historic Fort Pickering, an approximately 8-acre site on Winter Island. This Request for Proposals (RFP) stipulates the requirements to be used by the City in its selection for consulting services. The project will be divided into three tasks to be completed in sequence. As the project is scheduled to be undertaken Winter/Spring 2016, the timing for completion of tasks will be dependent on favorable conditions (weather, no snow cover) for completion of the Task II field survey. The task schedule therefore includes a range of dates, with Task I work to be completed January 2016 to March 2016 and Task II & III work to be completed between January 2016 and May 2016.

TASK I – Develop methodology for project and confirm physical extents of laser scan survey with guidance from archaeologist hired by contractor.

TASK II – Completion of terrestrial laser scan survey.

TASK III – Production and submittal of all data and report deliverables for review by the City of Salem and the Massachusetts Historical Commission. Production and submittal of final products.

1.1.2 PROJECT SUMMARY

See Section 3, “Scope of Services” for project background, methodology and objectives.

1.1.3 SCHEDULE

TASK I: January 1, 2016 – March 31, 2016

TASK II: January 15, 2016 – April 30, 2016

TASK III: February 1, 2016 – May 31, 2016

1.1.4 BUDGET

The City has established a budget for this project not to exceed \$25,000. The project is partially funded by a matching Survey and Planning grant from the Massachusetts Historical Commission.

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, Wednesday, November 18, 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.

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 **Wednesday, December 9, 2015 at 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 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

CITY OF SALEM

FORT PICKERING TERRESTRIAL LASER SCAN SURVEY

PROJECT OBJECTIVES

The purpose of this project is to conduct a Stationary Terrestrial Laser Scan (STLS) survey of historic Fort Pickering, an approximately 8-acre, municipally-owned site on Winter Island in the City of Salem. The project is structured to provide technical professional surveying services to the City in support of ongoing and future historic preservation planning and restoration activities related to the historic Fort Pickering site and its component historic and archaeological features. Specific project goals are as follows:

- 1) Development of project methodology and confirmation of the physical extents of laser scan survey with guidance from a qualified archaeologist;
- 2) Completion of a terrestrial laser scan survey of the Fort Pickering target area;
- 3) Production and submittal of all data and report deliverables following review, comment and approval of drafts by the City of Salem and the Massachusetts Historical Commission (MHC).

PROJECT BACKGROUND AND METHODOLOGY

Fort Pickering, believed to have been first fortified in 1643, is a mostly earthen fort with some stone walls, three subterranean magazines, and concrete igloos. In the southern portion of the site, the main Civil War-era part of the Fort contains much stone and some steep banks both to the top of the rampart (~12' tall) and down to the coastline (~20'). The Northwest Bastion contains concrete storage igloos (~6'). In between lies the Beach Connection, a flat lawn and an ornamental shrub / tree area with a bathhouse. The Northwest Bastion and Beach Connection are camping areas, and some tents may be located on-site into autumn.

The Fort was listed in the National Register of Historic Places in 1994 as part of the *Winter Island Historic and Archaeological District*. The site includes historic architectural, landscape, and archaeological remains and is integral to the landscape of recreational opportunities afforded by Winter Island's waterfront setting. In 2003, the City of Salem Department of Planning and Community Development (DPCD) funded a research and planning effort with grant support from the MHC. The resulting effort produced two guiding documents, *Fort Lee and Fort Pickering Conditions Assessment, Cultural Resource Survey, and Maintenance and Restoration Plan* (Gray Architects, et al.), and *Final Archaeological Report* (Crane, et al.). The completion of a topographic survey was a key first-step recommendation of the 2003 *Maintenance and Restoration Plan*.

A 2011 *Master Plan for Winter Island* included extensive community input. The preservation of Fort Pickering was a key recommendation of this planning effort, supported by multiple user groups. Using grant funds, the City of Salem is currently undertaking the initial phase of the Fort's restoration. Key components of this phase include stabilization of some of the historic features of the site and

elimination of extensive invasive vegetation, much of which obscures the topography of the site. This initial clearing effort will prepare the site for a complete topographic survey.

The findings of the 1994 National Register nomination, the 2003 *Conditions Assessment, Survey and Maintenance and Restoration Plan*, 2003 *Archaeological Report*, and the 2011 *Master Plan for Winter Island*, together with other relevant historic and archaeological inventory data and reports on file at the MHC will inform the design, execution and products of the STLS survey.

The STLS Topographic Data survey will provide both a 2D topographic survey with detailed identification of all surface elements, plus a 3D model that may be adapted for a range of user-friendly interfaces.

The deliverables from the project will be used directly in future rehabilitation planning, design, and construction efforts. Contractor's survey methods and products are required to comply with specifications for a Type A STLS published in Chapter 15 of the California Department of Transportation (CALTRANS) Surveys Manual (2011), which is incorporated into this scope of work by reference: http://www.dot.ca.gov/hq/row/landsurveys/SurveysManual/15_Surveys.pdf.

The survey consultant team will include an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards (36 CRF 61 Appendix A) and the Massachusetts State Archaeologist's permit guidelines as summarized in 950 CMR 70.00. The archaeologist will be experienced in Southern New England ancient and historical period archaeology and with New England coastal military fortification architecture, with the specific duration and types of experience as outlined at 950 CMR 70.10; the team archaeologist should have recent work experience on comparable sites using MHC survey methodology and standards.

The site has been determined to be of both historic and pre-historic archaeological significance. Project activities shall be conducted to avoid and protect the historic and archaeological property from impacts to the ground surface and subsurface, and to prevent dislodging or damaging historic structures or features. No archaeological excavation or any artifact collecting shall occur without a State Archaeologist's Field Investigation Permit (M.G.L. Chapter 9, ss. 27C, 950 CMR 70).

III. SCHEDULE

TASK I: January 1 – March 31, 2016
TASK II: January 15 – April 30, 2016, without snow cover
TASK III: February 1 – May 31, 2016

IV. SCOPE OF WORK

TASK I - Background Research, Site Assessment and Development of Final Survey Methodology

A. The consultant team including the project Archaeologist and Surveyor shall meet on-site with the Landscape Architect (LA), MHC staff and City of Salem Department of Planning and Community Development (DPCD) staff to review, confirm and develop as further needed the project

methodology, confirm the physical extents of the laser scan survey, confirm access to the site, and to review and clarify as needed project deliverables and schedule.

B. The project Archaeologist shall conduct background research to be familiar with relevant previous findings, including the *Winter Island Historic and Archaeological District* National Register nomination; *Fort Lee and Fort Pickering Conditions Assessment, Cultural Resource Survey, and Maintenance and Restoration Plan* (Gray Architects, et al.); *Final Archaeological Report* (Crane, et al.); the 2011 *Master Plan*; and, other relevant historical and archaeological inventory data and archaeological reports on file at the MHC.

C. The project archaeologist shall collaborate with the surveyor to precisely identify limits of survey to be confirmed with the City. Based on the background research, the team will precisely identify historical masonry and earthen site features to be captured and recorded in the scan and determine scanner locations positioned so that features are not obscured by vegetation.

D. In accordance with M.G.L. Chapter 9, s. 27C, the project archaeologist shall report to the State Archaeologist, any new (not previously reported) discovery of ancient or historical period archaeological deposits or features observed during the project, using MHC archaeological site inventory forms with appended USGS locus maps and smaller scale maps and photographs all prepared in accordance with the State Archaeologist's standards and guidelines.

In Tasks II and III, Contractor is required to comply with specifications for a Type A STLS published in Chapter 15 of the California Department of Transportation (CALTRANS) Surveys Manual (2011).

http://www.dot.ca.gov/hq/row/landsurveys/SurveysManual/15_Surveys.pdf

TASK II – Field Survey Data Capture

A. The contractor team shall acquire detailed topographic and imagery data covering the approximately 8-acre Fort Pickering site on Winter Island in Salem, Massachusetts utilizing Stationary Terrestrial Laser Scanning technology (see FIGURE 1: Plan of 3D Laser Scanning Project Extents). The survey shall utilize conventional survey / GPS to establish survey control points in the Massachusetts State Plane coordinate system, NAD 83 & NAVD 88.

The site includes several stone walls, earthen ramparts, and rocky coastline with a lighthouse. Enough detail shall be captured in the stone walls that 2D elevations / sections might be made with measurable large and small stones and gaps between stones (see FIGURE 2: Plan of Stonework to Detail). It will not be necessary to capture such high detail among the rocks near the water, around the lighthouse, highly vegetated areas, or around the Northwest Bastion. The City prefers that work directly along the coastline be completed at low tide to capture the fullest geographic area of topographic features (included in the 8-acre approximation).

TASK III – Data Processing, Draft Deliverables Presentation and Review, Final Deliverables

A. Contractor shall process and submit deliverables at 50% level of completion for review by LA, DCPD and MHC.

B. Contractor shall conduct an in-person or web-conference presentation in review of 50% completion level deliverables for LA, DCPD and MHC.

C. Contractor shall process and submit deliverables at 100% draft level of completion for review by LA, DCPD and MHC.

D. Contractor shall host an in-person or web-conference presentation as part of the review process for 100% completion level draft deliverables for LA, DCPD and MHC.

E. Contractor shall revise and resubmit 100% completion draft deliverables as necessary to incorporate comments resulting from draft submittal reviews from LA, DCPD and MHC.

TASK III Final Deliverables:

Deliverables are required at 50% and 100% level of completion. Deliverable items are organized according to inclusion in a base bid and in alternates. Please submit separate proposals for black and white base bid scan versus alternative color scan.

Final Product Required Base Deliverables (Black & White Scan):

1. Submitted Narrative Report

Survey Narrative Report, including QA/QC measures, and generally complying with the outline indicated in CALTRANS Surveys Manual (2001) for STLS survey narrative reports (p. 15-13). Two printed copies plus one electronic copy in PDF format provided directly to DPCD; two printed copies plus one electronic copy in PDF format provided directly to MHC (2 print copies).

2. Submitted Data

All data is to be submitted on an external hard drive of sufficient quality and capacity for the intended purpose. The data is to include:

- a) 3-D digital graphic file of mapped area in file format compatible with use in Autodesk AutoCAD (.dwg and .dgn format);
- b) File of all surveyed points with coordinates and descriptions (generic text file format);
- c) Federal Geographic Data Committee (FGDC) compliant geospatial metadata files;
- d) Registered point cloud; XYZI files in ASCII text & E57 3D Imaging Data Exchange Format.

3. Submitted Survey Plan

Consultant shall provide a 24 x 36" site topographic survey plan at 1" = 40'-0", to be delivered in .pdf format (DCPD and MHC), for use in AutoCAD, and in four full size printed copies to be provided to MHC.

Plan shall include: 1' contours, stone wall outlines, features (e.g. utility poles, benches, flagpole, signage, free standing boulders, building / structures, gravel and paved walkways), trees over 8" in the main portion of the Fort and over 18" in the Northwest Bastion; plan shall designate top of coastal bank, locate overhead utilities, and dash in lines for subsurface features for the three subterranean magazines. Property line and underground utilities not to be included.

The following additional/alternative products shall be submitted if included in the selected consultant team proposal.

FINAL PRODUCTS ALTERNATIVE # 1 DELIVERABLE:

1. Color Scan. All items under Base Deliverables with XYZIRGB files.

FINAL PRODUCT ALTERNATIVE #2 DELIVERABLE:

2) Detailed black and white scan of three subterranean magazines with interiors constructed of stone and brick.

The exact size of these structures is unknown as the magazines are currently gated shut (to be opened and inspected prior to scan). The height of the walls is 8' (13' to top of barrel vault), and each magazine is estimated to be roughly 10' wide and 40' long. The magazines have been closed to the public for several years and are likely to contain a buildup of wildlife droppings, so contractor shall be prepared with safety equipment to work in these conditions.

FINAL PRODUCT ALTERNATIVE #3 DELIVERABLE:

3) One (1) two-minute visualized fly-through showing earthwork areas and general context.

All final products to be submitted to City of Salem and MHC by May 31, 2016.

FIGURE 1
 Plan of 3D Laser Scanning Project Extents
 (Source: Kyle Zick Landscape Architecture, 2015)



Fort Pickering - Salem, MA
3D Laser Scan Extents

"Area To Be Cleared" will be largely free of vegetation before scan takes place.

0 75 150 300 Feet 

kzla

FIGURE 2
Plan of Stonework to Detail
(Source: Kyle Zick Landscape Architecture, 2015)



**FORT PICKERING
STONWORK TO DETAIL**



FIGURE 3
 Winter Island base map with historic features overlay
 (Source: Crane, et al 2003, p. 170)

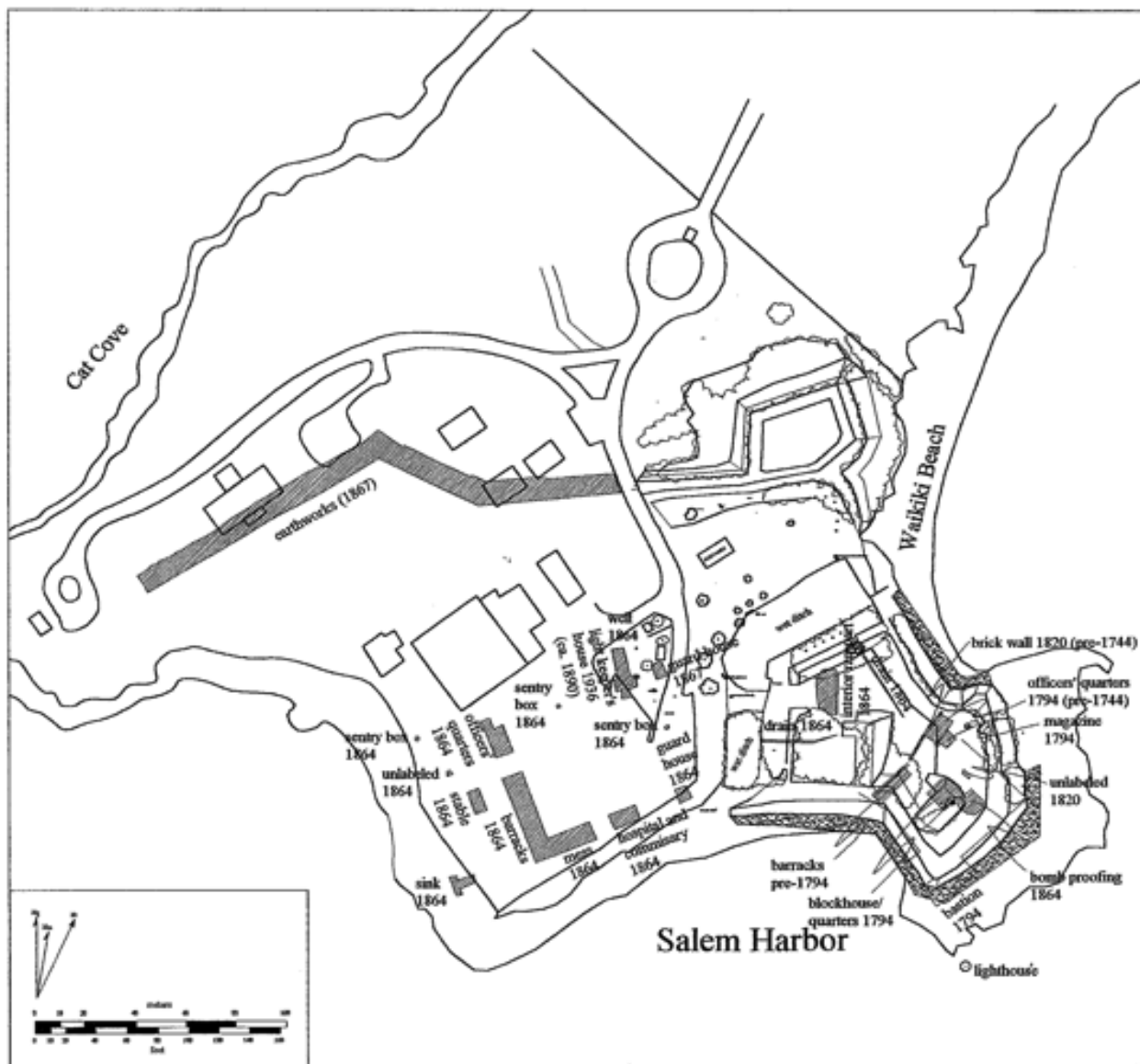


Figure 5.3. Fort Pickering base map with overlays of selected historical features from 1794, 1820 and 1864 sources (see Figures 4.2, 4.3, 4.8, 4.10, 4.12, 4.31). Dates reflect the year the source map was created and do not necessarily reflect the date of construction of a given feature. If an earlier date is supported by other documentation, that date is given in parentheses. The overlays were created using the ArcView GIS program. The data was then transferred to TurboCad to maintain uniform formatting.

Images of 3D Laser Scanning Project Area
(Source: Kyle Zick Landscape Architecture, 2015)



Magazine stone entries



Rifle Gallery wall



Long views inside fort



Looking from magazine to East Rampart



The Lighthouse



Igloos in Northwest Bastion

PART 4. EVALUATION AND SELECTION

4.1 MINIMUM REQUIREMENTS

1. Consultant must demonstrate previous experience with terrestrial laser scan surveys of historic and/or landscape properties by supplying two (2) to four (4) work samples that include imagery and a brief description or notes.
2. The consultant team must include an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards (36 CRF 61 Appendix A) and the Massachusetts State Archaeologist's permit guidelines as summarized in 950 CMR 70.00. The team archaeologist should have recent work experience on comparable sites using Massachusetts Historical Commission survey methodology and standards outlined in M.G.L. Chapter 9, sections 26-27C; 950 CMR 70.00. *

[* The Secretary of the Interior's Professional Qualifications Standards (36 CRF 61 Appendix A) for archaeology are a graduate degree in archaeology, anthropology, or closely related field plus: (1) At least one year of full-time professional experience or equivalent specialized training in archaeological research, administration or management; (2) At least four months of supervised field and analytic experience in general North American archaeology; and (3) Demonstrated ability to carry research to completion. In addition, to these minimum qualifications, a professional in prehistoric archaeology shall have at least one year of full-time professional experience at a supervisory level in the study of archaeological resources of the prehistoric period. A professional in historical archaeology shall have at least one year of full-time professional experience at a supervisory level in the study of archaeological resources of the historical period--and the following additional qualifications: (4.) At least 16 months of professional experience or specialized training in archeological field, laboratory or library research including: (a.) at least four months of field experience in general North American archeology; (b.) at least six months of experience in a supervisory role in northeastern archeology; (5.). At least six months field and laboratory experience in sites and specimens of the type and period of the site which is the object of study (i.e. six months experience by research and fieldwork in northeastern historical archeology and knowledge of New England coastal military fortification architecture derived from library research and/or archaeological fieldwork at comparable coastal military fortifications, and six months experience in the prehistoric archeology of glaciated North America) (6.). A demonstrated ability to carry research to completion evidenced by timely completion of thesis, research reports, field investigations carried out under previous Massachusetts State Archaeologist's permits, or similar documents.]

4.2 COMPARATIVE CRITERIA

1. Experience:

Highly Advantageous:	The project proposal demonstrates superior experience with similar projects, and work samples are of outstanding quality in content and technical presentation. Proposer has been regularly engaged in the business of providing the services described herein for ten (10) or more years.
Advantageous:	The project proposal demonstrates solid experience with similar projects, and work samples are of a good quality in content and technical presentation. Proposer has been regularly engaged in the business of providing the services described herein for between five (5) and ten (10) years.
Not Advantageous:	The project proposal demonstrates limited experience with similar projects, and work samples minimally meet expected standards for content and technical presentation. Proposer has been regularly engaged in the business of providing the services described herein for less than five (5) years.

2. Qualifications:

Highly Advantageous:	All proposed team members are highly qualified. The proposer's team resumes demonstrate that the team has superior training, educational background and work experience appropriate to the project described herein and all key project personnel demonstrate professional experience well beyond the minimum requirements.
Advantageous:	Most proposed team members are highly qualified. The proposer's team resumes demonstrate that the team has adequate training, educational background and work experience appropriate to the project described herein and all key project personnel demonstrate professional experience that meets or somewhat exceeds the minimum requirements.
Not Advantageous:	Proposed team members are not highly qualified. The proposer's team resumes do not demonstrate that the team has adequate training, educational background and work experience appropriate to the project described herein.

3. Overall Strategy

Highly Advantageous:	The overall strategy of administration is complete, detailed and offers innovation and efficient approach to the scope of work. The proposal demonstrates a superior approach, and a strong understanding of the project requirements.
Advantageous:	The overall strategy offers a credible approach to all required components. The proposal demonstrates a good approach, and a good understanding of the project requirements.
Not Advantageous:	The overall strategy is not sufficiently detailed to evaluate, or does not address all required components. The proposal does not demonstrate a desirable approach, or a clear understanding of the project requirements.

4. Quality of Work/References:

Highly Advantageous:	All references are favorable. All references confirmed that proposer had met schedule expectations and delivered an “on-time” project.
Advantageous:	One reference is not favorable relative to work performance or meeting schedule expectations.
Not Advantageous:	More than one reference is not favorable.

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 on or around January 01, 2016 and terminate May 31, 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 Fifteen 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.

7. IN CONSIDERATION WHEREOF, the City agrees to pay to the Vendor _____ (\$_____), said payment to be made within thirty days from receipt and acceptance of a reasonably detailed invoice. **THE ABOVE CONTRACT NUMBER MUST BE REFERENCED ON ALL INVOICES IN ORDER FOR THE VENDOR TO BE PAID.**

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.

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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; (_____); Vendor hath caused these presents and an instrument of like tenor to be executed in its name and behalf by a properly authorized officer of said company.
An instrument of like tenor to be executed by the City in its name and behalf by its Mayor; its Purchasing Agent, and its _____.

All duly authorized as aforesaid, and its corporate seal to be hereto affixed.

By:

CITY OF SALEM
By:

Authorized Signature

Kimberley Driscoll,
Mayor

Authorized Officer (print name)

Sarah Stanton,
Finance Director

Title

Whitney Haskell,
Purchasing Agent

Approved as to form: _____
Elizabeth Rennard, Esq.,
City Solicitor

