



Request for Proposals for the Rehabilitation, Reuse and Maintenance of



MAUDSLAY GATEKEEPER'S HOUSE

Maudslay State Park, Newburyport, MA

Open House: Saturday, December 10, 2016 10am- 2pm

Proposals Due: Thursday, January 12, 2017 by 3pm



The **Department of Conservation and Recreation** is steward of one of the largest state parks systems in the country. Its 450,000 acres is made up of forests, parks, greenways, historic sites and landscapes, seashores, lakes, ponds, reservoirs and watersheds. DCR's mission statement is:

*To protect, promote and enhance our common
wealth of natural, cultural and recreational
resources*

Contact Us:

Department of Conservation and Recreation
251 Causeway Street, Suite 600
Boston, MA 02114-2104

DCR Main Phone: 617-626-1250
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Commonwealth of Massachusetts
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Executive Office of Energy & Environmental Affairs
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Historic Curatorship Program
Kevin Allen, *Program Manager*
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PART I – OVERVIEW: FORGING A UNIQUE PARTNERSHIP

A. Overview

The Commonwealth of Massachusetts, acting by and through the Department of Conservation and Recreation (DCR) is pleased to solicit proposals for a unique opportunity:

The rehabilitation, reuse and maintenance of the historic Gatekeeper's House at Maudslay State Park in return for a long term lease

B. Historic Curatorship Program Basics



Volunteers help raise a timber frame addition to the Wilbur House, Borderland State Park, Easton

Within the Commonwealth's over 450,000 acre park system are a number of unused, historically significant buildings. Some of these properties have declined due to neglect, exposure to natural elements and vandalism. In an effort to preserve these properties, the Historic Curatorship Program was established. Through the program, DCR partners with a Curator who agrees to rehabilitate, manage and maintain a historic property in return for a long-term lease. As a result, the Commonwealth secures the long-term preservation of a threatened historic structure and the Curator exchanges his or her hard work and unique skills for the opportunity to live or work in a one-of-a-kind location.

A Curator is selected through an open and competitive process, and a proposed reuse must be compatible with the historic and natural character of the park or forest in which the structure is located. Proposals are evaluated according to the experience of the applicant, the quality of the reuse plan, proof of sufficient resources to undertake the project, and level of public benefit beyond providing biannual public access. Lease terms generally range from 25 to 60 years and are determined based on the amount of work required and the fair market rent.



Glendledge Cottage, Halibut Point State Park, Rockport, Before and After

C. Purpose of Request for Proposals

The purpose of this Request for Proposals (RFP) is to identify and select a Curator who:

- Is committed to the rehabilitation, management and maintenance of the historic Gatekeeper's House
- Understands and accepts the unique challenge of leasing a property located in a state park
- Possesses the required skills and resources to ensure the long term preservation of the property
- Appreciates the value of the building and its setting for both their historic and natural qualities

The State Legislature enacted enabling legislation for the Historic Curatorship leasing program in 1994 (§44, Ch.85, Acts of 1994 as amended, see Appendix F). This legislation provides for an open, competitive selection process for Curators, consistent with established procedures of the Massachusetts Division of Capital Asset Management and Maintenance (DCAMM). This Request for Proposals conforms to these requirements.

PROPOSALS MUST BE RECEIVED BY THE DEPARTMENT OF CONSERVATION AND RECREATION AT THE ADDRESS SPECIFIED IN THIS RFP NO LATER THAN **3 PM, Thursday, January 12, 2017**. REFER TO PART IV OF THIS RFP FOR PROPOSAL SUBMISSION REQUIREMENTS

An Open House to view and inspect the property is tentatively scheduled for

Saturday, December 10, 2016, 10am-2pm

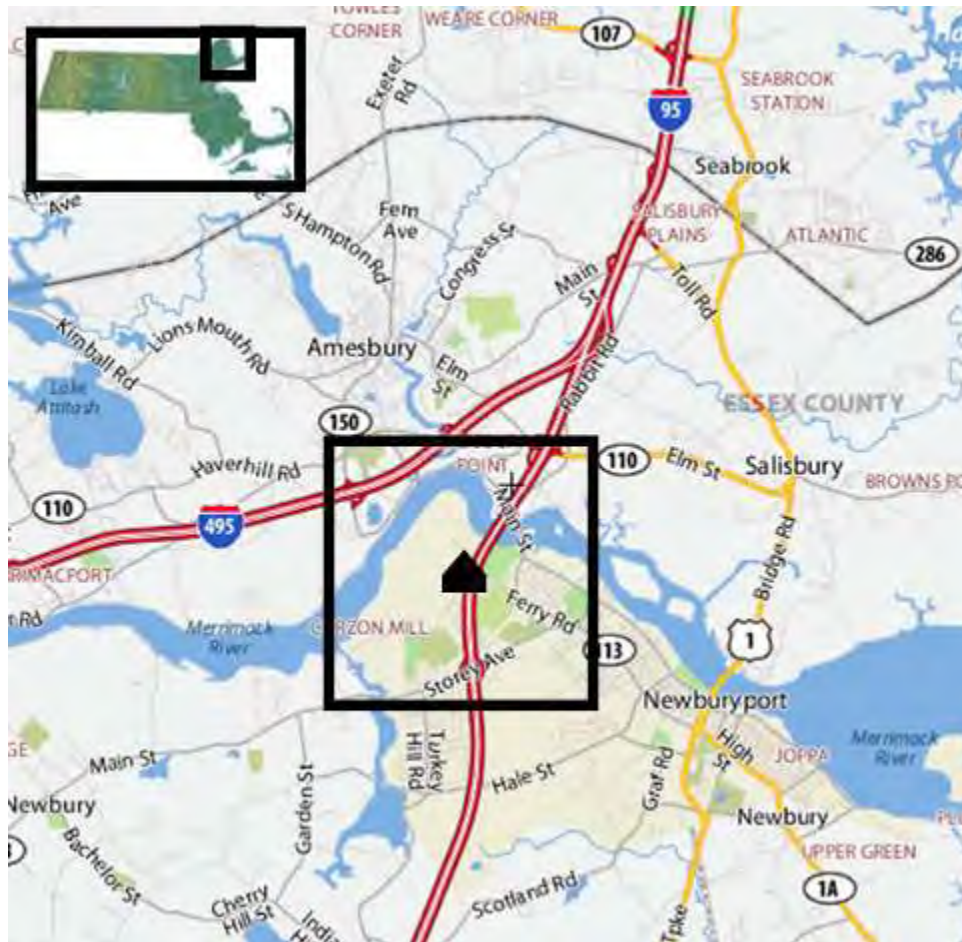
Please RSVP for the Open House to the below contact if you plan to attend.

For any questions on this RFP, contact the Historic Curatorship Program:

Kevin Allen, Program Manager
251 Causeway St., 7th Floor Boston, MA 02114-2119
HCP.Requests@state.ma.us
617-626-1361
tinyurl.com/ma-curators

PART II - PROPERTY INFORMATION

A. Site Context





B. Description of Buildings

Gatekeeper's House – 1 Spring Lane, Newburyport, Massachusetts

The house is an eclectic 2-story, Shingle style residence with crossed gambrel gables, shed dormers and diamond pane windows. The first floor has a dining room, kitchen, living room, pantry, bathroom and covered shed. The second story has four bedrooms and one bath. The house retains many of its original interior features, including leaded windows and built-in cabinets.

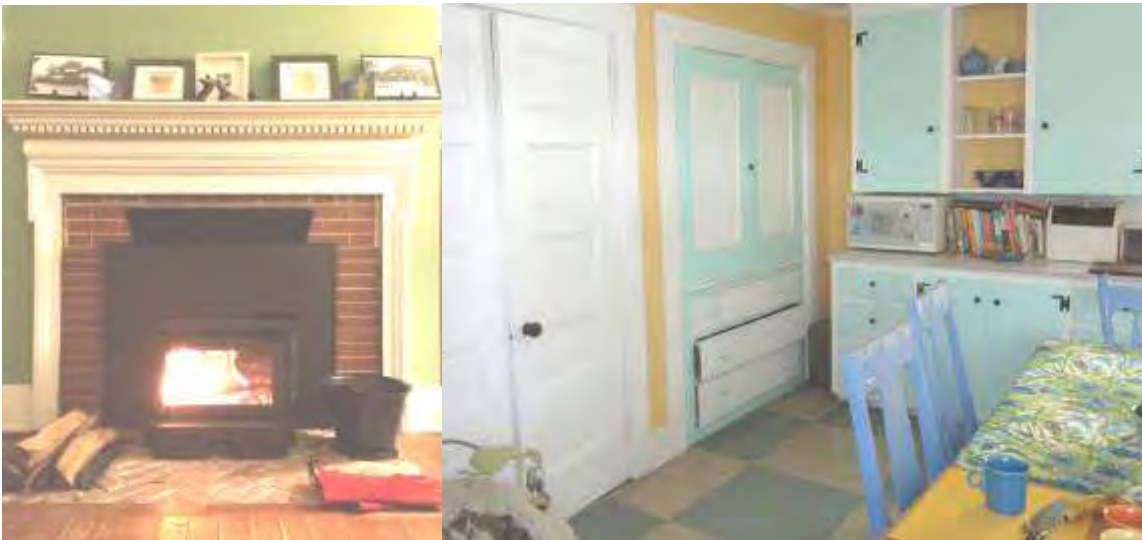
- Square footage: Approximately 2100 sq. ft
- Four bedrooms, 1½ baths, living room, kitchen, pantry, dining room
- Enclosed porch
- Water: Municipal
- Sanitary system: Title V Septic system
- Heat: Forced hot air furnace
- Electric: Functional; requires some upgrades

Garage

A gable front rectangular plan detached garage sits a few feet from the House's rear shed addition.

C. Photographs





D. Historic Significance

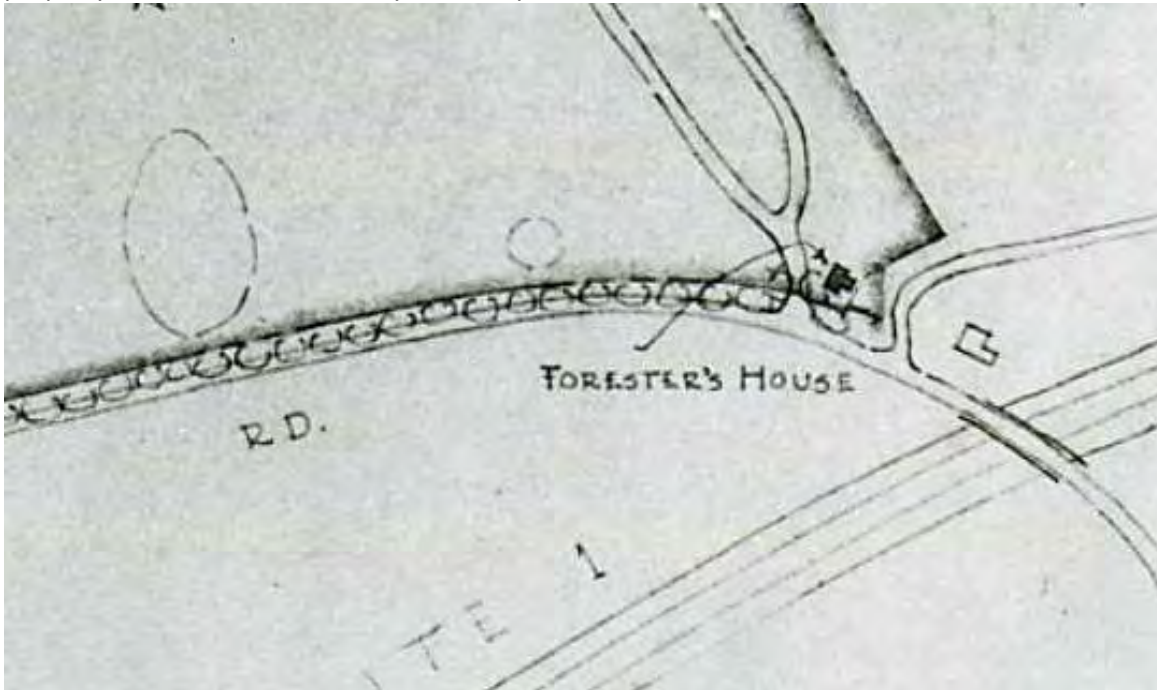
The Moseley family settled in Newburyport in 1805. From the 1860s-1920 the family acquired land in the area known as Laurel Grounds, named for the spectacular mountain laurels growing on the banks of the river, to preserve the area and form their estate. In 1895 Frederick Moseley converted a small farmhouse on the estate into a forty room summer mansion. The principal architect for Frederick Moseley was William Gibbons Rantoul of the Boston firm, Jacques & Rantoul. Rantoul worked on the design of the Moseley mansion as well as the Coachman's house and the Gatekeeper's House, which are nearly identical aside from the reversed floor plan. The Coachman's House and 3 other Rantoul-designed buildings are currently under rehabilitation through the Historic Curatorship Program. Rantoul also designed Boston's Shreve,

Crump, & Low Building (1903); Turner Hill, Charles Goodnough Rice's estate (1898), and Salem Athenaeum (1906).

The Gatekeeper's House, historically referred to as the Forester's House, was built in 1903 and is located at what was the southeast entrance to the estate. Rantoul's distinctive Shingle style connects the remaining estate buildings and holds together the historic integrity of this period in the park's history. Maudslay State Park has been determined eligible for, but is not listed in the National Register of Historic Places.

E. Property Access & Adjacent Land Use

The property is accessed by a driveway off of Spring Lane and is bordered to the north by private property and on all other sides by Maudslay State Park.



Gatekeeper's House on c. 1910 map of the estate

PART III – CURATORSHIP REQUIREMENTS

A. Reuse Conditions

The Commonwealth considers leasing historic properties through the Historic Curatorship Program primarily as a means to facilitate their long term preservation. Historic properties may be leased only if the following reuse conditions are met:

1. The proposed use(s) are compatible with the mission of the Department of Conservation and Recreation;
2. The proposed use(s) are compatible with the public's enjoyment of the surrounding park
3. The proposed improvements and use of the property are compatible with the quality and significance of the resource;
4. The proposal for reuse includes public access for the citizens of the Commonwealth at least twice annually

B. Responsibilities

The Commonwealth intends that, under the lease, the Curator, and all heirs, successors and assigns, shall have sole responsibility for:

1. Rehabilitating and maintaining the property as a significant historic resource in conformance with the preservation and construction standards outlined in Appendix D and in The Secretary of the Interior's Standards for the Treatment of Historic Properties (1992); and taking all practicable precautions against damage by fire, vandalism or other cause.
2. Occupying and maintaining the property in conformance with the Lease and any other conveyancing or contractual instruments, and all applicable permits, federal, state and local laws, regulations and the like.
3. Defraying any and all costs (above DCR's agreed upon level of assistance, if any) associated with the capital improvement and repairs and maintenance of the property in conformance with the Lease and any other conveyancing or contractual instruments.
4. Paying all applicable local and state taxes or fees which may be associated with the property for the duration of the lease.
5. Maintaining in full force sufficient insurance to cover costs of rehabilitating any partial damage or destruction of the property, including flood coverage for any part of the lease area that falls within a delineated flood zone.
6. Maintaining comprehensive liability insurance for all activities.

7. Indemnifying the Commonwealth against all claims or suits brought as a result of an error or an act or omission by the Curator.

8. The proposed improvements are carried out by person(s) with sufficient qualifications and/or appropriate licensure

C. Required Improvements

The selected Curator will be responsible for all improvements required to rehabilitate the property to the Secretary of the Interior's Standards for Historic Rehabilitation (see Appendix D). Minimum expected improvements will include:

- Enclosed porch restoration
- Structural upgrades
- Repairs to interior and exterior finishes
- Plumbing, electrical and HVAC upgrades
- Landscape improvements

These improvements and any others proposed by the Curator will be outlined in a Work Plan that will be incorporated into the lease.

The estimated cost of the Required Improvements is **\$375,348**. (see Appendix B for more information). Please keep in mind that the cost estimates represent the value of the work if DCR was to hire contractors to perform all work. Most Curators are able to leverage sweat equity towards a good deal of the required work.

D. Maintenance / Management

The Curator will be responsible for all costs related to the reuse and management of the property, including, but not limited to, utilities, regular and routine maintenance including, but not limited to, those tasks outlined in Appendix E.

E. Lease Term

Based on the fair market rent and the value of anticipated work, DCR can offer a **twenty (20) year** lease term with two mutually agreeable 5-year extension terms. Alternate proposed lease terms may be considered if supported by sufficient justification. If a proposal includes any or all of the additional alternative tasks listed in Appendices B+C, the lease term can be extended accordingly.

F. Fair Market Rent

According to the Historic Curatorship Program's Enabling Legislation, DCR must establish a Fair Market Rent (FMR) for the property. For the purposes of this solicitation, DCR is establishing the following rent values based on the FMR values established by the Federal Department of Housing and Urban Development (HUD) for Newburyport (2016). The FMR for any extension terms will be adjusted according to future changes in the Consumer Price Index and/or the HUD FMR values.

U.S. Department of Housing and Urban Development:
Final FY 2016 FMR-4 Bedroom - Newburyport, MA

Monthly	\$2,148
Annual	\$25,776

G. Fulfillment of Rent Obligation

If all rehabilitation, management and maintenance services agreed upon in the lease are performed, no cash rent will be exchanged. The Fair Market Rent is offset by the following investments:

1. Required Improvements

Curators are credited with the value of the Required Improvements (including but not limited to those listed in Appendix B).

2. Management and Maintenance Credit

Curators are credited 15% of the value of the Fair Market Rent annually for the ongoing maintenance of the property (assuming all required maintenance tasks are being performed according to the guidelines established in Appendix E). To recognize the value of the occupation and management of the property (utilities, fees, any applicable taxes, etc.), the Curator is credited an additional 15% of the value of the Fair Market Rent annually.

3. Mandatory Improvements

The value of work performed on Mandatory Improvements can be accrued and applied towards the Fair Market Rent for the base term and any proposed extension terms. *Mandatory Improvements* are unexpected tasks that were not identified in the Conditions Report, Appendix B or the Proposal, but are necessary for the continued preservation and occupancy of the property. These improvements are normally capital in nature, and do not include general maintenance (spot repairs, garden maintenance, touch-up painting, etc). General maintenance work is accounted for through the 15% maintenance credit.

For example: Repair begins on interior wall and a rotted corner post is discovered. Since this is a Mandatory Improvement not included in the original assessment, the Curator submits a cost for the repair (materials and labor), and that value can be applied towards the Fair Market Rent for the base term and any extensions.

If a Curator decides to perform *Optional Improvements*, the cost of those improvements cannot be credited towards the Fair Market Rent. Optional Improvements are those projects that are not required for the continued preservation, management or maintenance of the property (for example, a jetted tub or premium appliances)

4. Projected Curator Investment vs. Fair Market Rent

Estimated Rehabilitation Costs	\$375,348
Maintenance Credit (15% of the annual FMR) x 20 year lease	\$77,328
Management Credit (15% of the annual FMR) x 20 year lease	\$77,328
Anticipated Curator Investment over the lease term	\$530,004
Total Fair Market Rent, 20 year lease term	\$515,520

Credits accrued above the value of the FRM can be applied to potential extension terms

H. Public Benefit

The Historic Curatorship's Enabling Legislation requires that the property be accessible to the public at least twice a year. **The quality and scope of the proposed public benefit beyond this basic requirement is a factor in the evaluation of Curator proposals.** DCR encourages Curators to coordinate public benefit activities with other park events. Public benefit examples:

- Maintaining trails in and around the property
- Maintaining a web site or blog to document the project
- Coordinating a senior's garden and farm tour
- Sponsoring bi-annual tours of the property
- Partnering with the park on an event or project (Great Park Pursuit, Park Serve Day, etc)
- Opening a garden to a local youth group as a service project
- Holding a demonstration class highlighting preservation carpentry
- Allowing a local group to use the property for meeting/event space
- Participate in a community-wide event or program (e.g. Yankee Homecoming)

I. Review and Inspection

1. Review by Massachusetts Historical Commission

As required by Massachusetts General Laws Chapter 9, §26-27c, as amended by Chapter 254, Acts of 1988, and state regulation (950 CMR 71.00), DCR is required to consult with the Massachusetts Historical Commission (MHC) regarding the proposed rehabilitation of the property. The successful culmination of the MHC consultation process will be a finding by MHC that any work plan associated with a lease has "no adverse effect" on the historic qualities of the property. Following provisional designation, the Curator will submit any proposed alterations to DCR, where the work will be reviewed and forwarded to MHC for review and comment via a Project Notification Form (PNF). MHC has thirty days from the submission of a new project notification to review and comment.

2. Inspections and Compliance

DCR reserves the right to inspect any and all work performed under the Curatorship. The State Building and Plumbing Inspectors must review and approve all work to the building and the plumbing, while electrical work, health, fire and safety issues and fire protection fall under the jurisdiction of the local inspectional authority. If applicable, sewer connections or septic system installation / maintenance may be regulated by the MA Department of Environmental Protection, the local Board of Health, or both. The Curator is also responsible for all compliance with any and all state, local or federal regulations, including but not limited to the Natural Heritage and Endangered Species Program and the local Conservation Commission.

3. MEPA Review

In accordance with the Massachusetts Environmental Policy Act (301 CMR §11.27), the Curator will be required to work with DCR in filing an Environmental Notification Form (ENF) if the proposed project triggers any of the thresholds for review (see www.env.state.ma.us/mepa/regs/11-03.aspx). After the lease is executed, any new major projects not included in the original scope may also require the Curator to file a "Notice of Project Change" with the appropriate MEPA Unit for review. It is not likely that any proposed reuse of the Gatekeeper's House would trigger MEPA review.

PART IV - PROPOSAL SUBMISSION

DUE DATE: before 3:00pm, Thursday, January 12, 2017

A. Format

Five (5) copies (one unbound or in PDF format) of the Proposal must be enclosed in a sealed envelope and submitted to DCR before the time stated in this Request. The face of the envelope containing the Proposal must show, in the upper left corner, the name and address of the Proposer. The face of the envelope must also show, in the lower right corner, the following:

HISTORIC CURATORSHIP PROPOSAL

Maudslay Gatekeeper's House

Proposals should be submitted to the following address, to be received no later than the submittal date specified in the cover letter of this RFP package:

Department of Conservation and Recreation

Office of Cultural Resources

251 Causeway Street, 7th floor

Boston, Massachusetts 02114-2104

Attn: Kevin Allen, Historic Curatorship Program Manager

Mailed proposals must actually be received, not just post marked, by the submission deadline. Facsimile ("fax") proposals and proposals submitted after the deadline will not be accepted. Proposers are requested to examine this RFP and the accompanying Table of Contents to make sure that all pages are included. DCR assumes no responsibility for a proposal submitted on the basis of an incomplete RFP package.

Proposers are expected to review all requirements and instructions of this RFP; failure to do so will be at the Proposer's risk. Each Proposer should furnish all the information required by this RFP. DCR reserves the right to waive formalities in any Proposal, and may, if it determines that such action is in the best interests of the Commonwealth, select a Proposal which does not conform in all details with the requirements of this RFP. Likewise, the Commonwealth reserves the right to reject any and all Proposals.

This Request does not commit the Commonwealth of Massachusetts to enter into any disposition of real property interest; or to pay any costs, including costs associated with any studies or designs, incurred by any party in the preparation and submission of a Proposal.

Proposals will not be returned but will be retained by DCR for the official record.

B. Inquiries and Explanations

All inquiries concerning this Request For Proposals should be directed to:

Kevin Allen, Program Manager
Historic Curatorship Program
Department of Conservation and Recreation
7th floor, 251 Causeway St.
Boston, Massachusetts 02114-2104
HCP.Requests@state.ma.us

Tel.: (617) 626-1361

Any explanation desired by a Proposer regarding the meaning or interpretation of this Request must be submitted in writing and with sufficient time allowed for a reply to reach the Proposer prior to the submission of their Proposal. Verbal explanations or instructions shall not be binding on the Department.

Any information given in writing to a prospective Proposer will be furnished to all prospective proposers as an amendment to the Request For Proposals if such information is deemed by DCR to be necessary to Proposers in their preparation and submission of Proposals, or prejudicial to uninformed Proposers if they were to lack such information.

C. Proposal

Proposals should follow the outline and supply all of the information described below, and should demonstrate the ability of the potential Curator to undertake a challenging and complex assignment. It is intended that the substance of a Proposal, as approved by the Commonwealth, will be incorporated into all agreements and real property transactions which may result from the process. Please submit a cover letter with any proposal.

Proposals must include responses to all applicable sections of this RFP. Proposers may fill in the provided spaces and attach additional sheets or submit a separate document containing responses to each of the twelve sections. If the Proposer chooses the latter option, please provide responses in a similar format, under the same section headings. Electronic (Word) versions of the application section are available upon request.

Applicant Information

List the names, addresses and telephone numbers of all principals, partners and others participating in the project.

Name

Address

City

State

Zip

email

Telephone

Name

Address

City

State

Zip

email

Telephone

Name

Address

City

State

Zip

email

Telephone

ADD ADDITIONAL SHEETS IF NECESSARY

Section 1: Proposed Reuse

Please provide a narrative summary of the Proposed Reuse concept. Be sure to describe how the proposed reuse concept meets the following criteria:

- a. Provides for long term preservation of the property (5 points)
- b. Compatible with DCR's mission to conserve the cultural, natural and recreational resources of the Commonwealth (5 points)
- c. Compatible with DCR's management of the park (5 points)
-Would the proposed reuse present additional burdens to DCR in terms of significantly increased cost or staff time?
- d. Compatible with needs of park users and friends groups, abutting neighbors and the surrounding municipality (5 points)
-Response to this section may be accompanied by letters of support

Section 2: Public Benefit

The Historic Curatorship Enabling Legislation requires that properties be accessible to the public at least twice annually.

- a. Describe the proposed scope and nature of the Public Benefit Element, and any projects / programs / services that will fulfill and/or exceed this requirement (10 points).
- b. Describe how the proposed public benefit will be sustained throughout the term of the lease (5 points).

Section 3: Rehabilitation Plan

Curatorship terms are comprised of a Rehabilitation and Maintenance Phase. The Rehabilitation Phase involves the major improvements involved in making the property fit for occupancy. The Maintenance Phase follows for the term of the lease, and includes the routine maintenance of the property, as well as other major capital improvements as necessary.

a. Rehabilitation Plan Summary (10 points)

This section should specify how the Proposer intends to carry out the Rehabilitation and Maintenance phases of the project, including the Required Improvements listed in Appendix B. Please use this section to propose eliminating, adding, or changing any Required Improvements and provide justification.

b. Rehabilitation Schedule (5 points)

Please include a general schedule with milestones for major improvements, indicating the proposed date for occupancy of the property. A more detailed schedule will be required before lease execution.

c. Lease Term (5 points)

Use this section to describe an alternative term, if applicable, to the offered 20 years with 2-mutually agreeable 5-year extension terms. Include justification for the proposed term by describing any additional proposed investment or services, including any of the Additional Alternative tasks listed in Section II-E. DCR reserves the right to accept or refuse any alternate lease term as part of the evaluation and selection process.

Section 4: Experience and Qualifications

Provide a narrative summary of experience and qualifications to undertake, implement and manage the rehabilitation, reuse and maintenance of the property. Supplemental material describing pertinent projects, including visual aids, is encouraged but not required. Specifically address the following criteria:

a. Specialized skills in historic preservation (10 points)

-Including possession of any certifications and licenses in trades and skills pertinent to the rehabilitation

b. Experience and qualifications to undertake, implement and manage the rehabilitation, reuse and maintenance of the property (5 points)

- Including but not limited to business management skills, project management skills, experience in non-profit development / management)

c. Examples of pertinent previous work (5 points)

Section 5: Financial Capability

This section is used to determine the proposer's financial prospects for implementing the requirements of this RFP. All information will remain *confidential*. In particular, provide a financial plan that addresses the following:

- a. Sources and methods of funding for the rehabilitation of the property (10 points)
 - *Financial plan must include specific sources and amounts*
 - *Plan must not rely heavily on volunteer labor or anticipated grants and fundraising without written commitment*
 - *Plan should include information about in-hand funds*
 - *plan for non-residential use should be based on market research and precedent*
- b. Sources and methods of funding for continued upkeep and maintenance throughout the proposed lease term (10 points)

Use the table below to summarize expected costs

(attach more detailed breakdowns if desired. If this proposal is selected as a finalist, Proposer may be required to provide more detailed projected cost and income information).

The costs included in the attached Appendices are for reference only – they represent the potential cost for this work if DCR, as a state agency, were to perform the same tasks. The costs listed in the section below do not need to match those listed in Appendix B, however they must match the total projected income. If projected costs differ significantly from those costs provided please provide information justifying the differences.

ESTIMATED REHABILITATION COSTS Refer to cost estimates in Appendix B.	\$
ESTIMATED MAINTENANCE COSTS Including mowing, roof repairs, repointing, mold remediation, pest control, maintaining mechanical systems, etc. (estimate annual maintenance costs and multiply by proposed lease term)	\$
ESTIMATED MANAGEMENT COSTS For example: Utilities, insurance, legal fees, public benefit component; etc. (estimate annual management costs and multiply by proposed lease term)	\$
Total Projected Costs	\$

Please estimate projected funding sources. The Proposal should not presume any funding, labor or in-kind goods or services from outside philanthropic or volunteer sources, unless explicit written commitment of such support is provided.

Equity (note sources below)	\$
	\$
	\$
	\$
Financing (note sources below)	\$
	\$
	\$
	\$
Other Sources (note sources)	\$
	\$
	\$
	\$
TOTAL PROJECTED INCOME:	\$

Total Proposed Costs (from previous page)

TOTAL PROPOSED COSTS:	\$
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ADD ADDITIONAL SHEETS IF NECESSARY

Section 6: Miscellaneous Financial Information

a. Bank References

Lending Institution	Name of Lender	Address	Phone

b. Bankruptcy Disclosure

If the Proposer or any affiliated business entity of the Proposer or any of the entity's officers, principal, or investors has been adjudged bankrupt, either voluntarily or involuntarily, within the last ten years, please note the date and location of the judgment and the name of the party involved.

Section 7: Organizational Structure (if applicable)

If the Proposer is acting officially on behalf of an organization, please describe fully the nature of the organization, including:

a. Describe legal structure of the general partners

b. Describe the legal history of the organization

c. Attach a copy of any joint venture agreement, articles of incorporation or trust agreement establishing the organization.

d. Corporate Structure (if applicable)

Please disclose if the Proposer or any other member of the development entity is a subsidiary of or affiliated with any other corporation or firm. Attach references for the development team and/or team members. Please attach an audited financial statement for the general partners and/or the principal development entity. These statements will be held in strict confidence by the Commonwealth.

Section 8: Statement of Tax Compliance

Pursuant to MGL Chapter 62C, Section 49A*, I, hereby certify that I have filed all state tax returns, have paid all state taxes required under law, and have no outstanding obligations to the Commonwealth of Massachusetts, Department of Revenue.

Signed under the pains and penalties of perjury on this _____ day of 20____.

Federal Tax ID No.

Signature

* "No contract or other agreement for the purposes of providing goods, services or real estate space to any ... agencies [of the Commonwealth] shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the Commonwealth relating to taxes,"

ADD ADDITIONAL SHEETS IF NECESSARY

Section 9: Disclosure Statement Concerning Beneficial Interest

I hereby state, under the penalties of perjury, that the true names and addresses of all persons who have or will have a direct or indirect beneficial interest (including the amount of their beneficial interest accurate to within one-tenth percent) in the proposed project are listed below:

NAME AND RESIDENCE OF ALL PERSONS WITH SAID BENEFICIAL INTEREST:

NAME	ADDRESS	PERCENTAGE INTEREST

The undersigned also acknowledges and states that none of the above-listed individuals is an official elected to public office in the Commonwealth of Massachusetts, or is an employee of the Commonwealth.

I hereby state, under the penalties of perjury, that the names and addresses of all the firms and personal corporations employing attorneys, real estate brokers, architects, engineers, planners, and surveyors, and all other agents who have acted on behalf of any of the foregoing with respect to this proposal are listed in **Section 1**, above.

SIGNED under the penalties of perjury.

Signature

Date

ADD ADDITIONAL SHEETS IF NECESSARY

Section 10: Conflict of Interest

The Proposer covenants that he/she will not employ or retain any company or person (other than a full-time bona-fide employee working for the Proposer) to solicit or secure any agreement related to this RFP, and that he/she has not/will not pay any company or person (other than such an employee) any gift, contribution, fee, commission, percentage, or brokerage fee, contingent upon or resulting from the execution of any agreements.

No member, official or employee of DCR or DCAM shall have any personal interest, direct or indirect, in any agreement entered into or in the lessee, nor shall any such member, official or employee participate in any decision relating to any agreements which affects his / her personal interest or the interests of any corporation, partnership, or association in which he/she is, directly or indirectly, interested. No member official or employee of DCR or DCAM shall be personally liable to the lessee or any successor in interest in the event of any default or breach by the Commonwealth or for any amount which may become due to the lessee or to its successor or on any obligations under the terms of this RFP or any agreements which follow. For the purpose of this statement, employees of either agency shall be deemed to include so-called dependent (03) consultant employees.

Date: _____ By: _____

Section 11: Anti-Discrimination

The Proposer agrees that in the construction of the improvements and otherwise through any agreements made hereafter, it shall cause all contractors, tenants and users to comply with all applicable laws, ordinances, regulations and orders from time to time in effect relating to nondiscrimination, equal employment opportunity, contract compliance and affirmative action.

Date: _____ By: _____

PART V – PROPOSAL EVALUATION & SELECTION PROCEDURE

A. Evaluation Team

DCR will convene an Evaluation Team of qualified and pertinent staff to review the proposals. This Evaluation Team will review all proposals and make appropriate recommendations to the Commissioner. All information submitted to the Department will remain confidential throughout the evaluation process.

B. Criteria for Evaluation

The following criteria will be used in evaluating all proposals:

Section I. PROPOSED REUSE (20 total points)

- a. Provides for long term preservation of the property (1-5 points)
- b. Compatible with DCR's mission to conserve the cultural, natural and recreational resources of the Commonwealth (1-5 points)
- c. Compatible with DCR's management of the park (1-5 points)
- d. Compatible with needs of park users and friends groups, abutting neighbors and the surrounding municipality (1-5 points)

Section II. PUBLIC BENEFIT (15 total points)

- a. Strength of public benefit component beyond twice annual public access (1-10 points)
- b. Feasibility of long term continuation of proposed public benefit component (1-5 points)

Section III. REHABILITATION PLAN (20 total points)

- a. Quality of rehabilitation plan goals and timetable (1-10 points)
- b. Feasibility and efficiency of proposed timeline (1-5 points)
- c. Lease term justification (1-5 points)

Section IV. EXPERIENCE AND QUALIFICATIONS (20 total points)

- a. Specialized skills in historic preservation (1-10 points)
- b. Experience and qualifications to undertake, implement and manage the rehabilitation, reuse and maintenance of the property (1-5 points)
- c. Examples of pertinent previous work (1-5 points)

Section V. FINANCIAL CAPABILITY (20 total points)

- a. Sources and methods of funding for the rehabilitation of the property (1-10 points)
- b. Sources and methods of funding for continued upkeep and maintenance throughout the proposed lease term (1-10 points)

PROPOSAL PRESENTATION AND ORGANIZATION (5 total points)

Quality and clarity of proposal (1-5 points)

C. Curator Selection Process / Timeline

Following the deadline for responses to this RFP, the Curator selection process will be completed in approximately 7-10 weeks. Please note that the schedule provided is an estimate based on past solicitations and may vary. The process will include:

1. Selection Committee selects one or more finalists to meet for an in-person interview with the Committee (**approx. 2-3 weeks following submission deadline**). Proposers selected for an interview will be required to provide a detailed work plan and annual schedule that addresses all items listed in Appendix B.
2. Selection Committee recommends a selected finalist to the Commissioner (**approx. 2-3 weeks following interviews**). DCR reserves the right to request further information from a Proposer prior to final selection. DCR reserves the right to waive any formalities.
3. Commissioner reviews Selection Committee recommendation (**approx. 3-4 weeks following recommendation**) and if accepted, provisionally designates a Curator for the property.

All Proposers will be notified in writing of this Curator designation. Following designation, the Curator and the Commonwealth will sign a Provisional Lessee Designation Agreement which is valid for one year. This agreement requires the designated Curator to provide certain assurances, including proof of insurance and financial capability, before a lease can be executed. During this period, DCR will begin drafting a lease. A lease may be executed any time before the Provisional Lease period if all requirements are fulfilled.

PART VI: RESERVATIONS AND CONDITIONS

A. General Reservations

1. DCR makes no express or implied representations or warranties as to the accuracy and/or completeness of any of the information provided as part of this Request for Proposals (the "RFP"), including information that is available upon request. This information is provided subject to errors, omissions, change of cost, lease or conditions, additional changes in and different interpretations of laws and regulations, prior sale, lease or financing.
2. DCR reserves the right to suspend, withdraw or amend this RFP at any time, without notice.
3. DCR reserves the right to seek additional information or revised proposals from respondents or finalists at any time prior to selection of developers through written notice to all respondents.
4. DCR reserves the right to change the selection process or schedule with written notice to all respondents to the RFP or finalists, as necessary.
5. DCR reserves the right to reject, in its sole discretion, any proposal not submitted in conformance with this RFP and any amendments hereto, or to reject any and all proposals, in its sole discretion, for any reason. DCR further reserves the right to waive or decline to waive irregularities in any proposal when it determines that it is in DCR's best interest to do so.
6. If a lease is not executed with the Selected Curator, DCR may choose to execute a Lease with an alternate Curator from the pool of respondents, to terminate the selection process, or to begin a new selection process.
7. DCR reserves the right to discontinue its selection of any Proposer, or the entire RFP process for any reason whatsoever or for no reason, prior to the execution of a Lease.

B. Conflict of Interest and Collusion

1. By submitting a proposal, a Respondent certifies that no relationship exists between the Respondent or any of its officers, employees, agents, or representatives and DCR, or any officer, employee, or agent of DCR that constitutes unfair competition or conflict of interest or that may be adverse to DCR.
2. By submitting a proposal, a Respondent certifies that it has not acted in collusion with any other Respondent or other entity doing business with DCR in a way that would constitute unfair competition.

C. Confidentiality

1. Respondents should assume that all material submitted in response to the RFP will be open to the public following the evaluation process, with the exception of the Respondents' personal financial information which DCR shall endeavor to keep confidential.

2. DCR reserves the right to share any and all ideas from any of the proposals submitted with a selected Curator. No Respondent has proprietary rights to any ideas or materials submitted in its response to the RFP. All material submitted becomes the sole property of DCR.

D. Respondent's Responsibilities

Respondents shall be entirely responsible for verifying construction cost estimates, code requirements, design guidelines, and any other regulatory information. Respondents shall be entirely responsible for verifying any and all site conditions of the property. Copies and summaries of this information are included in this RFP only as a convenience and DCR is not liable for any mistakes, damages, or other consequences arising from use of this information.

E. Other Legal Issues

1. Conflict of Interest

a. DCR employees are not eligible to participate in the Historic Curatorship Program.

b. Employees of the Commonwealth may participate in the Historic Curatorship Program, provided, however, that they comply with the requirements of Chapter 268A §7.

2. Miscellaneous Provisions

The Department's objective in seeking an outside entity to lease the property is the preservation of the property. For this reason, in the event that the property's historic integrity is significantly destroyed by fire or other cause, DCR reserves the right to terminate the lease, unless the Curator is interested in using insurance proceeds to rebuild a similar compatible structure. Additionally, in the event of a default by a Curator, DCR reserves the right to terminate the lease. Events of default may include, but are not limited to, the following: 1) failure to comply with the terms and conditions of the lease agreement; 2) abandonment of the premises; 3) Curator bankruptcy.

PART VII: APPENDICES

A. DEFINITIONS

B. REHABILITATION COST ESTIMATES

C. BUILDING CONDITIONS SURVEY+FLOOR PLANS

D. PRESERVATION STANDARDS AND CRITERIA

E. MAINTENANCE GUIDELINES

F. HISTORIC CURATORSHIP ENABLING LEGISLATION
