

City of Salem, Massachusetts



Request for Qualifications

R-50

“On-Call” Professional Civil Engineering and Support Services

February 26, 2016

PROPOSALS DUE:

Tuesday, March 15, 2016, 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

**“ON-CALL” ENGINEERING SERVICES
R-50
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: _____

**“ON-CALL” ENGINEERING SERVICES
R-50
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)

PART 1. GENERAL INFORMATION

1.1 PROCUREMENT DESCRIPTION

The City of Salem, Massachusetts, Engineering Department is seeking to engage the services of Professional Engineering consulting firms with capabilities in various civil engineering disciplines including, but not limited to:

- Wastewater collection, conveyance and treatment;
- Storm water collection, conveyance and treatment;
- Water distribution and treatment;
- Land survey and plan preparation;
- Transportation improvements; traffic signal installation and improvements;
- MCP related advice including “difficult to manage wastes”;
- Seawall/bulkhead rehabilitation;
- Private site development and/or subdivision review
- City Board/Commission project review; and
- City Board/Commission project submission peer review

1.2 APPROVAL

Any contract that may result from the procurement shall be subject to the approval of the Mayor of the City of Salem.

1.3 INCORPORATION BY REFERENCE

All requirements, specifications, terms and conditions described in this Request for Qualifications (‘RFQ’) shall be incorporated by reference into any contract that may result.

1.4 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.

1.5 RIGHT TO CANCEL/REJECT

The City reserves the right to cancel this RFQ 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.

1.6 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.

1.7 OBTAINING THE REQUEST FOR QUALIFICATIONS

The RFQ shall be available beginning, Friday, February 26, 2016.

The RFQ and related documents shall be available for free download from the City's Purchasing Department website at <http://www.salem.com/purchasing> under "Open Procurements"

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:

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.

SUBMITTALS

1. Statement of firm/team capacity, qualifications and experience including cooperative efforts with sub consultants.
2. Project descriptions and list of references for 3 communities where you have performed services similar to those included in this request. Preference will be given to services performed in Massachusetts for communities of similar size and complexity.

References shall include contact person and telephone number. Project descriptions shall be relevant to the services requested herein.
3. Identification and description of the proposed project team and key staff that will perform the services, including resumes and specific related experience.
4. Understanding of the Salem and the City's needs. Describe your approach to completing this assignment.

5. Describe any “value added” attributes that your firm/team will bring to benefit the City.

6. Provide a list of current and future contracted projects, with client reference contact information, being performed by the engineering team listed in Item #1 of these requirements.

7. Provide a rate sheet listing the job title and hourly rate of any employees that may be providing services for the projects described herein.

2.2 PROPOSAL DELIVERY

Below please find a description of the manner in which sealed proposals must be submitted.

2.2.1 DUE DATE AND TIME

Proposals shall be received by the Office of the Purchasing Agent on or before **Tuesday, March 15, 2016, 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 one (1) copies of the proposal.

2.2.5 LABELING

Each proposal shall be labeled with (1) the proposal number and title, (2) the proposal due date, (3) the name of the proposer.

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 RFQ must be submitted in writing to: Whitney Haskell at whaskell@saalem.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 RFQ.

2.4.2 CHANGES

If any changes are made to this RFQ, 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 RFQ.

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 RFQ.

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

2.5 UNFORESEEN OFFICE CLOSURES

If, at the time of the scheduled due date, 93 Washington Street, 2nd Floor, Salem, MA 01970, is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the due date will be postponed until 2:00 PM on the next normal business day. Proposals will be accepted until that date and time.

PART 3. SCOPE OF SERVICES

The selected firm will assist the City Engineer in various duties as described below:

- Engineering peer review of plans and documents for private site developments and/or subdivisions, including offsite improvements in connection with private site developments and/or subdivisions, when referred to the City Engineer by various City boards or commissions.
- The successful consultant may be called upon to develop written design and construction review reports and shall address conformance with the Conservation Commission, the Massachusetts Department of Environmental Protection Storm Water Management Policies, general engineering practices, and all other federal, state and local regulations. When requested, the consultant shall attend, participate and provide expert opinions in public meetings and shall be prepared to provide technical assistance and oral reports with appropriate public presentation aides and project materials and data.
- Condition Assessment, Planning, Design, Permitting, and Estimating Probable Construction Costs; Bid Document Preparation, Bidding Assistance, Construction Management, Oversight and Inspection (either full-time or part-time as necessary); As-built and Operation and Maintenance Plan Preparation for various public infrastructure improvement projects.
- Engineering peer review of plans and documents prepared under contract to either the City of Salem, or other parties, for various public infrastructure improvement projects.
- Land survey services, including property and topographic surveys as well as providing grades and control for city construction projects.
- Engineering advice related to the Massachusetts Contingency Plan (MCP) soils handling and disposal, including “difficult to manage wastes”.
- Services to investigate and quantify existing conditions of various public infrastructure, including the preparation of engineering surveys or record plans and preparation of reports to summarize investigations.
- Other civil engineering and land survey services as directed by the City Engineer.
- Assignments under this contract could have duration periods of a few days to months depending on the services requested by the City Engineer.

PART 4. EVALUATION AND SELECTION

3.3 COMPARATIVE CRITERIA

Each proposal shall be reviewed and rated as either “Highly Advantageous,” “Advantageous,” “Non-advantageous” or “Unacceptable.”

1. Understanding of the City’s needs for the type of discipline of work proposed herein:

Highly advantageous if outstanding understanding and approach description given.

Advantageous if good understanding and approach description given.

Non-advantageous if fair understanding and approach description given.

Unacceptable if no understanding is submitted.

2. Project descriptions and list of references from communities in Massachusetts of similar size and project complexity, completed or still ongoing during the past 5 years, where you have performed services similar to those proposed herein:

Highly advantageous if more than four (4) similar projects successfully completed within the past five (5) years;

Advantageous if between three (3) similar projects successfully completed in the last five (5) years;

Non-advantageous if less than three (3) similar projects successfully completed in the last five (5) years; and

Unacceptable if no similar projects completed within the last five (5) years.

3. Identify and set forth qualifications of the in-house staff and outside consultants who will work on the discipline of work proposed herein. Include the individual who will serve as the contact person and have primary responsibility for the project. Include resumes and specific related experience for all members who will work on the project. The technical team shall not include office support or clerical staff:

Highly advantageous if all members of the technical team have more than ten (10) years of relevant work experience working together as a team and technical qualifications;

Advantageous if all members of the technical team have between five (5) and ten (10) years experience and technical qualifications;

Non-advantageous if all members of the technical team have less than five (5) years experience and technical qualifications; and

Unacceptable if any member has no experience and technical qualifications.

4. Quality of References:

Highly advantageous if all references are positive;
Advantageous if references are positive with some minor negative feedback;
Non-advantageous if one (1) negative reference; and
Unacceptable if two (2) or more negative references.

5. Quality of presentation of RFQ to the City:

Highly advantageous if of outstanding quality;
Advantageous if of good quality;
Non-advantageous if of fair quality; and
Unacceptable if of less than fair quality.

3.4 SELECTION

Submittals will be evaluated by the City Engineer upon the basis of the Minimum Qualifications, the Evaluation Criteria for Selection set forth and other appropriate factors. Submissions will then be ranked in the order of qualification. The ranked proposals will be further reviewed and evaluated, including reference checks and past performance on City projects. This further review and evaluation may include interviews or the opportunity for the respondents to provide additional information to the City.

There is no specific page limit for this RFQ, however, submitters are asked to keep their submittals as succinct as possible. Additionally, while the City is not asking for prices at this time, the City reserves the right to request an hourly rate table of your proposed staff prior to making a final recommendation. Said hourly rate table will become part of the Master Services Agreement with the consultant.

The City reserves the right to request further information from the three highest ranked applicants.

The City reserves the right to select the number of firms it feels will perform the services in a manner that is in the best interests of the City for specific projects.

The City of Salem reserves the right to reject any or all Qualification submittals, to omit any item or items called for, or to accept the Qualifications deemed in the best interest of the City.

The City Engineer will review all submittals and make a formal recommendation to City's Procurement Officer. The formal recommendation will be made based on review and consideration of the submitter's qualifications, experience, references, assigned staff and capacity. Although interviews are not specifically being scheduled, the City reserves the right to request interviews in order to clarify any items and or questions relating to a submittal.

PART 5. TERMS AND CONDITIONS

5.1 TERM OF AGREEMENT

The City, at its sole discretion, will authorize one-year agreements that may be extended for two additional years in one-year increments. Individual assignments will be subject to written agreements on a task-order basis, with fees paid in accordance with the master contract billing rates.

Services are expected to begin on April 25, 2016.

5.2 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.

5.3 EXAMINATION

By submitting a proposal, the Proposer warrants that he has examined the site of the work and has fully acquainted himself with all conditions and restrictions pertaining to the work and the execution thereof. No claim for any extra or extension of time will be allowed for failure to observe this requirement.

5.4 INSURANCE REQUIREMENTS

General- The Operator 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 Operator agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Operator 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.

Operator's Comprehensive General Public Liability and Property Damage Liability Insurance - The Operator 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 Operator'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 Operator shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Operator 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 Operator 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 Operator.

All insurance coverage shall be at the sole expense of the Operator 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.

5.5 INDEMNIFICATION

Unless otherwise provided by law, the Operator 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.

5.6 FEDERAL AND STATE LAW

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

5.7 SAMPLE AGREEMENT

See 'Sample Agreement' attached.

CITY OF SALEM

Department
Supply/Services
Contract Number:

1. THIS AGREEMENT made and concluded this ___ day of _____ in the year Two Thousand _____ 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 Vendor's proposal/bid dated _____ . (and attached hereto.)
3. 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 _____ 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.
4. **Performance Period:**
5. 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.
6. 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.
7. 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 bid/proposal is hereby made a part of this contract by reference.
8. 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.**
9. **Insurance Coverage:**

General - The Vendor shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Vendor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Salem, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

Vendor's Comprehensive General Public Liability and Property Damage Liability Insurance

The Vendor shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit or not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automotive and Property Damage Insurance - The Vendor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property.

The Vendor must carry Workman's Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other City and State Laws and Regulations.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Salem at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Vendor.

All insurance coverage shall be at the sole expense of the Vendor and shall be placed with such company as may be acceptable to the City of Salem and shall constitute a material part of the contract documents.

Failure to provide written proof to City and continue in force such insurance as aforesaid shall be deemed a material breach of the contract, and may constitute sufficient grounds for immediate termination of the same.

10. 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.

11. 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.

12. 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 _____.

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

David Knowlton,
City Engineer

Whitney Haskell,
Purchasing Agent

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