

City of Salem, Massachusetts



Request for Qualifications

R-52

Preferred Caterer for Events at Old Town Hall

March 3, 2016

PROPOSALS DUE:

Friday, April 22, 2016, noon

*Late proposals will be rejected

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

COVER SHEET
Preferred Caterer

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:	_____		



PROPOSER'S CHECKLIST

Submissions:

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

Minimum Requirements:

	Y	N
1. Proposer must be regularly engaged in the food services industry.		
2. Proposer must possess all applicable certifications and licenses.		
3. The Proposer must submit at least three (3) references, relevant to the proposed business plan.		
4. The Proposer must commit to furnish evidence of \$1 million property and casualty insurance naming the City of Salem as the insured.		
5. The successful Proposer shall not be delinquent in the payments of taxes, rents, fees or any other financial or contractual obligation to the City of Salem, or any of its boards, commissions or committees. The Purchasing Agent shall verify same.		
6. The Proposer must commit to seeking the approval of the Health department and license department. (Any fixture shall remain the property of the selected proposer.)		
7. Proposer must possess, or obtain by commencement of the Agreement, a debit/credit card machine.		



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 is seeking proposals, from qualified vendors, to be a part of a preferred caterer list for the Old Town Hall, located in the heart of downtown historic Salem, MA.

The term of any resulting agreement shall commence on or around June 1, 2016 and terminate July 1, 2017, with the option to renew for up to two additional seasons, in one season increments.

The preferred caterers will be required to pay a usage fee of \$200 per event covering the cost of Old Town Hall facilities and wear and tear.

1.1.1 SITE DESCRIPTION

The Old Town Hall is a beautiful federal style building located in the heart of downtown historic Salem, Massachusetts. Our venue is a two-story, brick structure featuring palladium windows, carved wood details, antique chandeliers, decorative columns and wooden floors. The building is owned and managed by the City of Salem.

Occupancy Limit: 250 (both floors)

Great Hall: Ceremony Seating: 150

First Floor: Ceremony Seating: 100

Reception Seating: 100

Reception Seating: 70

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 PROPOSALS

The RFQ shall be available beginning, March 18, 2016.

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

Hardcopies of the RFQ and related documents may be obtained at the Office of the Purchasing Agent, 93 Washington Street, 2nd 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 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.

PLAN OF SERVICES

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

1. Cover Letter/Letter of Transmittal:
 - a. Briefly describe proposer's background
2. Organizational Information:
 - a. Name of Organization
 - b. Type (individual, partnership, corporation etc...)
 - i. If a corporation, provide names and addresses of each corporate officer.
 - ii. If a partnership or other entity, provide names and addresses of all partners.
 - c. Number of years, the proposer, in its current form, has been in the catering business



- d. Experience and background of all persons with management control over the organizations.
 - e. List events or similar business activity contracts previously or currently held by proposer.
 - f. References:
 - i. Provide at least three (3) references from venues for which the proposer has catering services.
 - ii. Bank Reference
 - iii. Supplier Reference
3. Marketing Materials
- a. Samples of marketing materials including, but not limited to:
 - i. Brochures
 - ii. Menus

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 **Friday, April 22, 2016, noon**

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

2.2.2 ADDRESS

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

Facsimile and email submissions will not be accepted.

2.2.3 HOURS OF OPERATION

Proposals must be delivered during the normal hours of operation of the City of Salem:

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

2.2.4 COPIES

Proposers must submit one (1) original and three (3) copies of the proposal.



2.2.5 LABELING

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

2.3 SIGNATURES

A proposal must be signed as follows: 1) if the proposer is an individual, by her/him personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

2.4 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

2.4.1 QUESTIONS

Questions concerning this RFQ 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 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. EVALUATION AND SELECTION

3.1 MINIMUM REQUIREMENTS

1. Proposer must be regularly engaged in the food services industry.
2. Proposer must possess all applicable certifications and licenses.
3. The Proposer must submit at least three (3) references, relevant to the proposed business plan.
4. The Proposer must commit to furnish evidence of \$1 million property and casualty insurance naming the City of Salem as the insured.
5. The successful Proposer shall not be delinquent in the payments of taxes, rents, fees or any other financial or contractual obligation to the City of Salem, or any of its boards, commissions or committees. The Purchasing Agent shall verify same.
6. The Proposer must commit to seeking the approval of the Function Manager, Health and Licensing Department.

3.2 SCOPE OF SERVICES/GUIDELINES

Hours of Operation:

Events must end at 11pm and building completely vacated by Midnight.

Liquor License:

Operator shall obtain a one-day liquor license from the Salem Licensing Board, if they already have a 12C License. If not, the event host can put forward a request for a one day liquor license but they will need to have liability insurance stating date, time, venue name and location. Also, they will need to buy the liquor at an approved retailer.

Equipment:

Operator shall provide his own equipment necessary for the preparation, storage and sale of food and beverage.

Operator shall be responsible for installation of the same and seeking the necessary permits and approval from the Salem Health Department and Licensing Department.

All City-owned equipment must be returned to the City at the end of the Agreement in the same condition as at the beginning of the Agreement, less ordinary wear and tear.

All equipment and personal property bought, installed or placed by the Operator on the premises after signing of the Agreement, shall be the Operator's personal property.

Upon termination of the Agreement, the Operator remove the property provided Operator is not in default on rental payments or for payments due to the City for repairs

Personnel:

All food establishment (includes catering) preparing food for service in Salem employ at least one Certified Food Manager.

Operator must, at all times, maintain an adequate staff of employees for the efficient operation of the business.

Operator shall only employ competent and satisfactory workers.

Should the City notify the Operator, in writing, that any employee is, in its opinion, incompetent, disorderly, unsanitary, unsafe, or otherwise unsatisfactory, such as person shall be



discharged.

Products and Pricing:

All food items served must of high quality.

A sample menu detailing products must be submitted with this proposal.

Prices shall be competitive with prices for similar products sold by similar events

Advertising:

The Caterer may advertise the establishment in any media, mailings, or other communications with the written approval of the Manager.

No signs or other advertising matter may be placed on the premises without approval of the Manager.

Cleaning and Removal of Waste

Old Town Hall operates as a Do-It-Yourself venue.

The Operator shall be responsible for cleanliness and removal of trash & debris from all areas used for the event.

Alterations to Building and Curtilage:

Operator must seek approval of the Function Manager.

Operator shall not place any additional equipment outside of the building without seeking the approval of the Function Manager and the Parking Department.

Security:

A Salem Police Detail must be hired and present for full duration of alcohol service for any event at Old Town Hall.

This is not an explicit and specific assurance of safety or assistance to any particular person but rather only a general representation as deemed an exception to the Massachusetts Tort Claims Act, Mass. Gen. L. ch. 258, Section 10(j).

Termination of Agreement:

Operator shall agree that that City may, at its election, terminate this agreement by giving written notice thereof to the Operator and specifying the effective date of such notice, if at any time during the term of the Agreement the Function Manager at OTH.

- A. The Operator is performing the service negligently or incompetently.
- B. The Operator is unable to perform the service or is not complying with any City regulations order of the Board of Health or Licensing Department,
- C. The Operator is otherwise not performing the Agreement in accordance with its terms and conditions,
- D. The Operator is guilty of any malfeasance or misfeasance in performance of this services,
- or,
- E. For other just cause.

3.3 COMPARATIVE CRITERIA

3.3.1 Experience in operating, managing and maintaining a catering business:

Highly Advantageous	More than five (5) years
Advantageous	Between two (2) and five (5) years
Not Advantageous	Less than two (2) years



3.3.2 Menu Offerings:

Highly Advantageous	Proposer offers a full service menu for all occasions including but not limited to corporate, wedding, bereavement, special and casual events.
Not Advantageous	Proposer offers limited menu for few occasions

3.3.3 Staffing

Highly Advantageous	Proposer employs their own function site manager.
Not Advantageous	Proposer that does not employ their own function site manager.

3.3.4 Marketing Materials

Highly Advantageous	Professional marketing materials displaying full service catering with sample menus. Visually attractive and easy to use website.
Advantageous	Professional marketing materials display catering service. Website easy to use.
Not Advantageous	Materials are either not professional, not complete or both. Website not easy to use.

3.4 **RULE FOR AWARD**

Any contract that may result from this procurement shall be awarded to the responsible and responsive proposer offering the most advantageous proposal, taking into consideration all evaluation criteria described herein, as well as price.

3.5 **SELECTION PROCESS**

Following the deadline for receipt of proposals, the Chief Procurement Officer (“CPO”) will open the proposals and prepare a register of proposals submitted. The proposals will be evaluated by an evaluation committee based on the Minimum Requirements and Comparative Criteria contained in this RFQ. The evaluation committee shall notify the CPO which proposal was deemed most advantageous.



PART 4. TERMS AND CONDITIONS

4.1 TERM OF AGREEMENT

The term of any resulting agreement shall commence on or around June 1, 2016 and terminate July 1, 2017, with the option to renew for up to two additional seasons, in one season increments.

4.3 ASSIGNMENT AND SUBCONTRACTING

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

4.4 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.

4.5 INSURANCE REQUIRMENTS

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.

4.5 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.

4.6 FEDERAL AND STATE LAW

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

