

City of Salem, Massachusetts



Request for Qualifications

S-13

Consulting Services for Visioning Plan

September 14, 2016

PROPOSALS DUE:

Monday, September 26, 2016 at 11:00 AM

*Late proposals will be rejected

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

**VISIONING PLAN
S-13
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: _____

<p>VISIONING PLAN S-13 CHECKLIST</p>

Submissions:

	Yes	No
1. Cover Sheet	<input type="checkbox"/>	<input type="checkbox"/>
2. Proposer's Checklist (this sheet)	<input type="checkbox"/>	<input type="checkbox"/>
3. Certifications	<input type="checkbox"/>	<input type="checkbox"/>
• Non-Collusion	<input type="checkbox"/>	<input type="checkbox"/>
• Tax Compliance	<input type="checkbox"/>	<input type="checkbox"/>
• Certificate of Corporate Bidder	<input type="checkbox"/>	<input type="checkbox"/>
4. Submittals	<input type="checkbox"/>	<input type="checkbox"/>
5. Price Proposal	<input type="checkbox"/>	<input type="checkbox"/>
5. Acknowledgement of Addenda: _____ (if applicable) <div style="text-align: center; margin-left: 100px;">#’s</div>		

REQUEST FOR PROPOSALS
S-13
VISIONING PLAN
PRICE PROPOSALS

Proposer agrees to perform the scope of services described herein for the following price.

\$ _____
(figures)

_____ DOLLARS AND _____

_____ CENTS.
(written)

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NAME (PRINTED)

DATE

VISIONING PLAN
S-13
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 consultants to assist in the creation of a “visioning plan” for the City.

The work must be scope of services identified herein must be complete no later than June 30, 2017.

The City has established a budget not-to-exceed thirty thousand dollars (\$30,000).

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, September 14, 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. Cover Letter-Include a statement of interest, the signatory’s authority to bind the consultant.
2. Project Team-List proposed team members and describe their roles
Include resumes and an organizational chart.
3. Approach-Describe how the proposed team will undertake the scope of services.
Include any revisions or suggestions to improve the scope of services provided.
4. Previous Project/References-Describe at least three recent and similar projects.
Include a list of all municipal projects completed within the last three years.

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 **Monday, September 26, 2016 at 11:00 AM.**

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@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. SCOPE OF SERVICES

1. Coordination with the City

The City will establish a Visioning Working Group made up of individuals who represent a diversity of residents and business owners in the city. This Working Group will provide guidance, direction, and feedback for the visioning work.

2. Research and analysis of previously completed plans

The purpose of this element is to enable the Consultant to understand the goals and objectives of previous planning work and to identify any actions that have been implemented or changes that have occurred since completion of the plans.

3. Visioning and Outreach

The research above will provide an initial set of goals and priorities to be tested through a new visioning process. The visioning process will be conducted on a neighborhood, as well as city-wide, basis. It will include a variety of elements:

- A city-wide on-line survey.
- A city-wide visioning forum that will provide information about local and regional trends; review previously stated goals, priorities and action steps from previous plans; enable participants to evaluate these previous statements and add new goals and actions; and include a means of prioritizing the input received from the participants.
- Up to three or four neighborhood meetings to follow the city-wide forum, depending on budget.
- Translation/interpretation services for the survey and forums.

4. Preparation of Report

- Draft written report will include Issues and Vision Statement, notes from forums and survey results.
- Preparation of Final Report based on input from the Working Group on the Draft Report.

PART 4. EVALUATION AND SELECTION

4.1 COMPARATIVE CRITERIA

1. Project Approach	
Highly Advantageous	Includes all aspects of the scope of work Successfully integrates technical and public involvement activities Is creative and unique
Advantageous	Includes most aspects of the scope of work Integrates some technical and public involvement activities Is not creative or unique
Not Advantageous	Does not include all aspects of the scope of work Does not integrate technical and public involvement activities Is not creative and unique

2. Understanding of the Project	
Highly Advantageous	Demonstrates a clear understanding of the project and the services necessary to complete the plan
Advantageous	Demonstrates a satisfactory understanding of the project and services necessary to complete the plan
Not Advantageous	Does not demonstrate an understanding of the project.

3. Experience and Qualifications	
Highly Advantageous	Proposed team has superior experience, skills and resources to successfully undertake the project
Advantageous	Proposed team has adequate experience, skills and resources
Not Advantageous	Proposed team does not have experience, skills and resources to undertake this project

4. Past Performance and References	
Highly Advantageous	Past projects demonstrate the ability to successfully complete this project on time and on budget All references are positive
Advantageous	Past projects demonstrate the ability to complete this project Most references are positive
Not Advantageous	Past projects do not demonstrate the ability to complete the project More than two references are not positive

4.2 SELECTION

Submittals will be evaluated based on Evaluation Criteria for Selection set forth above.

PART 5. TERMS AND CONDITIONS

5.1 TERM OF AGREEMENT

The term of any contract that results from this procurement shall commence upon issuance of the 'Notice to Proceed' and terminate no later than June 30, 2017.

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.

SAMPLE CONTRACT

**CITY OF SALEM
DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
XXXXXXXXXX
CONTRACT #S-XXX**

This Contract made this 1st day of September by and between the City of Salem, a municipal corporation located within the Commonwealth of Massachusetts, (hereinafter, the “City”), and the XXXXXXXXXXXX (hereinafter, the “Vendor”).

Article 1
Scope of Services

The Vendor shall XXXXXXXXX which is incorporated herein in full. Contract documents shall include said Request for Proposals, Vendor’s proposal dated August 18, 2016 (Attachment A), and Insurance Certificates, all of which are incorporated by reference.

Article II
Term of Contract

This contract shall commence upon issuance of the Notice to Proceed and terminate XXXXXXXXXXXXXXXXXXXX.

Article III
Compensation

The City shall pay the vendor an amount not to exceed XXXXXXXXXXXX (\$XXXXXXX). The Vendor shall invoice the City according to the schedule listed above at the completion of each phase. Payment shall be made within thirty days from receipt and acceptance of a reasonably detailed invoice.

Article IV
Affirmative Action

The parties hereto agree that it shall be a material breach of the contract for the Engineer to engage in any practice which shall violate any provision of the Massachusetts General Laws, Chapter 151B, relative to discrimination or privileges of employment because of race, color, religion, sex, national origin, ancestry, age, sexual orientation or disability.

Article V
Compliance with Laws

The Vendor shall comply with all Federal, State, and local laws, rules, regulation and orders applicable to the work provided pursuant to this Contract, and shall be responsible for obtaining all necessary licenses, permits and approvals.

Article VI
Incorporation of G.L.

This Contract shall be considered to include all terms required to be included by the General Laws of the Commonwealth of Massachusetts, as amended, and any other laws as through such terms were set forth in full herein, to the extent that the same are applicable to this Contract and the Vendor.

Article VII
Independent Contractor

The Vendor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Contract, and shall not be considered an employee or agent of the Town for any purpose.

Article VIII
City's Liability

The City's liability under this Contract shall be to make all payments when they shall become due, and the City shall be under no further obligation or other liability. Nothing in this Contract shall be construed to render the Mayor, City Council or other officer in the City, or their successors in office, personally liable for any obligation under this Contract.

Article IX
Indemnification

The Vendor shall indemnify and hold harmless the City, its officers, boards, agents and employees, commissions, and committees from any loss, damage, cost, charge, expense or claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the Vendor, or any of its agents or employees, and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the City may retain out of any payments, then or thereafter due to the Vendor a sufficient amount to protect the City against such claims, costs and expenses.

Article X
Insurance

A. The Vendor shall obtain and maintain during the term of this Contract the insurance coverage required in the Request for Proposals.

B. All policies shall identify the City as an additional insured (except Workers' Compensation) and shall provide that the City shall receive written notification at least 30 days prior to the effective date of any amendments or cancellation. Certificates evidencing all such coverage shall be provided to the City upon execution of this Contract. Each such certificate shall specifically refer to the Contract and shall state that such insurance is required by the Contract. Failure to provide or to continue in force such insurance shall be deemed a material breach of the Contract and shall be grounds for termination.

Article XI
Assignment

The Vendor shall not assign, sublet, or otherwise transfer this Contract, in whole or in part, without the prior written consent of the City and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the City.

Article XII
Inspection and Reports

The City shall have the right, at any time, to inspect the work of the Vendor, including the right enter upon property owned or occupied by the Vendor, whether situation within or beyond the limits of the City. Whenever requested, the Vendor shall immediately furnish to the City full and complete written report of his operation under this Contract in such detail and with such information as the City may request.

Article XIII
Termination for Cause

If, at any time during the term of this Contract, the City determined that the Vendor has breached the terms of this Contract by negligently or incompletely performing the work, or any part thereof, or by failing to perform the same, to the satisfaction of the City, or by not complying with the direction of the City or its agents, or by otherwise failing to perform this Contract in accordance with all of its terms and provision, the Town shall notify the Contractor in writing stating therein the nature of the alleged breach and directing the Vendor to cure such breach within 10 days. The Vendor specifically agrees that it shall indemnify and hold harmless the City as provided in Article IX, from any loss, damage, cost, change, expense or claim arising out of resulting from such breach, regardless of its knowledge or authorization of the actions resulting in the breach. If the Vendor fails to cure said breach within 10 days, the City may, at its election at any time after the expiration of said 10 days, terminate the Contract by giving written notice thereof to the Contractor specifying the effective date of termination. Upon the date so specified, this Contract shall terminate. Such terminate shall not prejudice or waive any rights or action which the City may have against the Contractor up to the date of such termination and the Vendor shall be liable to the City for any amount which it may be required to pay in excess of the Contract sum provided herein in order to complete the work specified herein in a timely manner.

XIV
Notice

Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party.

Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

Article XV
Severability

If any term of condition of the Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both of the parties would be substantially or materially prejudiced

Article XVI
Governing Law

The Contract shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Vendor submits to the jurisdiction of any of the appropriate courts for the adjudication of disputes arising out this Contract.

Article XVII
Entire Agreement

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by written document executed by the parties hereto.

XXXXXXXXXX
By:

CITY OF SALEM:
By:

Authorized Signature

Kimberley Driscoll,
Mayor

Authorized Officer (print name)

Sarah Stanton,
Finance Director

Title

Tom Daniel,
Director, Department of Planning and
Community Development

Whitney Haskell,
Purchasing Agent

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