

RFP R-13

Proposal Conditions and Requirements and Specifications For Transient Novelty Vendor Management During the City of Salem's 2015 Haunted Happenings Celebration

1. The City seeks proposals from qualified organizations to manage its transient novelty vendors during the month of October, 2015. The Management organization selected shall be responsible for soliciting vendors, preparing an application for vendors, communicating with the list of vendors provided by the city, selecting vendors, notifying vendors of selection and rules and regulations, managing the set-up and take-down of vendor sites, managing logistical issues and disputes that may arise, meeting with city officials on a regular basis, designating one or more individuals from the organization as being responsible to city officials, and collecting fees from vendors. Vendor locations may total between approximately 40 to 60 10x10' spaces on public sidewalks on the Essex Street pedestrian mall (from approximately #144-216 Essex St.), the Derby Square/Old Town Hall area and limited areas between New Liberty Street and Hawthorne Blvd. (weekends only), except those described below which are not included within the approximately 40 to 60 available spaces:
 - Eight (8) locations set aside for the exclusive food vendor.
 - Four (4) locations set aside for food trucks between New Liberty St. and Hawthorne Blvd.
 - Up to five (5) street artists no larger than 5x5' (make-up, caricature, etc).
 - Existing businesses along the public spaces that choose to occupy the public space in front of their store facade
 - Ten (10) Salem based non-profit groups (with approval of City and Non-profit agency). Location to be coordinated with management organization.
 - Mobile novelty vendors on the night of the Opening Parade (Oct 1) and Halloween Day (Oct. 31).

The management organization shall propose to provide management, including management of non-profit vendors, services for the following dates and times:

From the hours of 10 am to 9 pm on October 9 through October 12; October 16 through October 18; October 23 through October 25; October 29 through October 30; and November 1. On October 31 vendor booths may be permitted, but the location of certain booths will change as no transient vendors will be allowed on the Essex Street Mall and section of street between New Liberty St and Hawthorne Blvd. Relocated site shall be within the City's B-5 (downtown business) district.

**PROPOSAL RESPONSES SHALL BE RETURNED ON OR BEFORE
2:00 PM, Tuesday , August 18, 2015, TO THE OFFICE OF THE PURCHASING
AGENT, 93 Washington Street, 3rd Floor SALEM, MA 01970**

2. The envelope containing the **NON-PRICE Proposal** and required information must be sealed in an envelope and marked with proposer's name and address, proposal number, date of opening and plainly marked, **NON-PRICE PROPOSAL TO SERVE AS HAUNTED HAPPENINGS NOVELTY VENDOR MANAGER**

- a. The proposal shall include written response to all items in the attached Minimum Requirements set forth in Exhibit A.
- b. The price the proposer (**Price Proposal**) proposes to pay to the City shall be a percentage of fees collected from novelty vendors plus any other fees as set forth in Exhibit A. This price proposal shall **be sealed in a sealed envelope and marked with the proposer's name and address, proposal number, date of opening, and plainly marked, PRICE PROPOSAL.**
- c. **One Original and Three Copies each of the Non-Price and Price Proposal shall be delivered to the Purchasing Agent on or before 2:00 PM, Tuesday, August 18, 2015, TO THE OFFICE OF THE PURCHASING AGENT, 93 Washington Street, 3rd Floor SALEM, MA 01970**
3. **All proposers must sign attestation clause regarding Massachusetts State tax returns and certificate of non-collusion and submit it with the non-price proposal. All proposals must also sign the Cover Sheet and Bid Form (if any). If the non-collusion is not signed or submitted the proposal will be rejected as non-responsive.**
4. A proposer may correct, modify, or withdraw a bid by sealed, written notice clearly marked as a correction, modification, or withdrawal and received in the Office of the Salem Purchasing Agent prior to the time and date set for the proposal opening.
5. **Additional contract conditions and requirements applicable to the procurement are incorporated in Exhibit "B", attached hereto.**
6. Failure to respond to this bid, either with prices or by returning a "no bid" response, will result in the proposer not automatically receiving proposal materials for similar requests.
7. Rules of Award. The most advantageous proposal from a responsive and responsible proposer, taking into consideration price and all other evaluation criteria set forth in the RFP, will be selected.
8. At the time and place fixed for opening of proposals, the City will cause to be opened within the time set for receiving proposals, irrespective of any irregularities therein. Proposers and other persons properly interested may be present, in person or by representative.
9. A management contract will be awarded within **20** days of the date of the proposal opening.
10. The successful proposer, at its expense, must have sufficient Insurance as specified below and provide the City of Salem proof of said insurance at the time of contract award. Any State mandated insurance for this service not specified below must also be provided.
11. **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.

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 licensed to do business in the Commonwealth of Massachusetts's and shall constitute a material part of the contract documents. Proof of such insurance shall be forwarded to the City Purchasing Agent five (5) days after contract award.

Failure to provide 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. Proof of such insurance shall be delivered to the Purchasing Agent at time of Contract Award.

FAILURE TO COMPLY WITH THE ABOVE CONDITIONS AND REQUIREMENTS OR ANY ATTACHED SPECIFICATIONS WILL BE JUSTIFICATION TO REJECT ANY BID AS INCOMPLETE.

EXHIBIT “A”
MINIMUM REQUIREMENTS

1. The successful proposer must meet City requirements including fees and satisfy all other municipal regulations.
Typical Fees:
Fire Prevention Propane Permit: \$50 per booth
Police Detail for Closing Street between Hawthorne Blvd. and New Liberty Street (if propose to utilize this space)
2. The successful proposer must cooperate with the City in maintaining vendor booths in pristine condition, suitable to a fair environment. Proposer must be especially sensitive to handicapped access and safety.
3. 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.
4. Each proposer must provide sufficient information and documentation with its bid describing the proposed service and its ability to comply with all requirements herein.
5. The attached agreement (Exhibit “B”) will be executed with the successful proposer and includes additional specifications.
6. Management organization shall have a set rate for each vendor spot which shall include the Management organization’s own vending spot, if any. City shall be paid a percentage, as proposed in the price proposal, for each spot utilized and based solely on the fee charged for a vending spot and not on actual receipts.
7. Managing organization representative shall meet at least weekly with designated City staff to discuss/resolve any issues or concerns.
8. Non-Price Proposals shall include:
 - a.) Name and address of company;
 - b.) Name, title and telephone number of principal contact;
 - c.) Summary of qualifications and experience in vendor management for organization and designated staff for Salem event;
 - d.) Statement of services to be provided;
 - e.) Amount of proposed fees to be charged vendors and revenue generated. Include dates proposed and number of vendors on each date;
 - f.) List of three (3) professional references; and
 - g.) Response to comparative criteria listed below

Price proposal shall include: percentage of fee charged for each vendor space to be paid to the city, excluding any municipal fees, and an estimate of the total payment. Price proposal must guarantee a minimum number of vendor spaces to be occupied on each day of the proposed licensed period.

9. COMPARATIVE CRITERIA: The City will consider the following criteria in reviewing all the proposals:

- A. The proposed management organization's experience in vendor management.

Less than two years	not advantageous
Two years up to five years	advantageous
More than five years	very advantageous

- B. Vendor management experience of designated staff for Salem's Haunted Happenings.

Less than one years experience	not advantageous
One to three years experience	advantageous
More than three yea's experience	highly advantageous

- C. Quality and thoroughness of proposed management organizations vendor application and plan for soliciting a wide variety of quality vendors for Salem's Haunted Happenings

Min. application requirements and limited vendor outreach	not advantageous
Sufficient application and outreach plan	advantageous
Extensive application and outreach plan	highly advantageous

- D. The successful proposed management organization must demonstrate their ability to screen vendors and select a variety of vendors suitable for Salem's visitors during Haunted Happenings. The City expects vendors to sell not only Halloween related items, but items that are handmade, unique or unique to Salem and the region.

Little or no demonstrated ability to screen and select suitable vendors	not advantageous
Demonstrated ability to screen and select suitable vendors	advantageous
Exceeds expected ability to screen and select suitable vendors	very advantageous

EXHIBIT "B"

City of Salem Contract

1. THIS Contract made and concluded this ----- in the year Two Thousand Fifteen by and between -----, hereinafter referred to as the (Vendor) and the City of Salem, 93 Washington Street, Salem, MA 01970 a municipal corporation established under the laws of the Commonwealth of Massachusetts, and acting by and through its Mayor, Kimberley Driscoll and its Purchasing Agent Whitney Haskell, hereinafter referred to as the (City).

2. WITNESSETH, that the said Vendor has agreed and by these presents does agree to provide Transient Vendor Management services for the City during its 2015 Haunted Happenings event, October, 2015. The Scope of Services & Responsibilities are to be adhered to as outlined in Attachment A.

Performance Period: This will be a one year contract with the City of Salem commencing upon the execution of this Agreement through November 1, 2015. The City may elect in its sole discretion to extend the period of this contract for two additional seasons provided that notice of said extension is not later than January 15, 2016 and January 15, 2017, respectively. If the period of the contract is extended as set forth above, the payment to the City shall be adjusted each year on the anniversary by five percent (5%).

The parties may, by agreement, extend this contract for two additional one-year terms.

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.

3. The Vendor shall not assign or transfer this contract, or any part thereof without the written consent of the Purchasing Agent of said City.

Further, any materials, reports, information, data, etc. given to or prepared or assembled by the Vendor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Vendor (except agents, servants, or employees of the City) without the prior written approval of the City, except as otherwise required by law. The Vendor understands that he/she/it may acquire or have access to "personal data" otherwise kept by the City. The Vendor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the City, in the United States or any other country. The City shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and

authorize other to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the City shall vest in the City at the termination of this Contract. The Contract shall at all times, during or after termination of this Contract, obtain the prior written approval of the City before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

4. 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.

5. It is furthermore agreed by the Vendor that the performance of this contract shall be strictly in accordance with Attachment A – Scope of Services & Responsibilities, now on file at the Office of the City Purchasing Agent of Salem, Massachusetts, and included herein.

6. This Agreement may be terminated upon ten (10) days prior written notice for failure of Vendor to provide adequate service as determined by the Purchasing Agent.

Should a situation arise that the CITY believes that the Vendor is failing to provide adequate service, it will provide the Vendor with a ten (10) day cure period to correct the deficiency, prior to issuing a termination notice to the Vendor.

7. IN CONSIDERATION WHEREOF, the City agrees that the Vendor shall be entitled to ___% of the vendor fees for spots utilized by the Vendor. Payment to the city shall be no later than November 6, 2015.

8. 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.

9. 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 individual.

An instrument of like tenor to be executed by the City in its name and behalf by its Mayor and its Purchasing Agent.

All duly authorized as aforesaid, and its corporate seal to be hereto and to an instrument of like tenor affixed on the day and year first above written.

CITY OF SALEM

By:

By:

**Authorized Individual
(Signature)**

Kimberley Driscoll, Mayor

**Authorized Individual
(Print)**

**Whitney Haskell
Purchasing Agent**

**Elizabeth Rennard, Esq.,
City Solicitor**

ATTACHMENT A
SCOPE OF SERVICES & RESPONSIBILITIES

Description of Work

The Management organization shall be responsible for:

- soliciting vendors,
- preparing an application for vendors,
- communicating with the list of vendors provided by the city,
- selecting vendors,
- notifying vendors of selection and rules and regulations,
- managing the set-up and take-down of vendor sites,
- managing logistical issues and disputes that may arise,
- securing and paying for police details for any closure of the street from new Liberty Street to Hawthorne Blvd.
- meeting with city officials on a regular basis, and
- designating one or more individuals from the organization as being responsible to city officials, and collecting fees from vendors.

No novelty vendor may sell any food or beverage to be consumed on the premises. All vendor applications proposing to sell or sample any type of food or drink such as olive oil, jellies and the like must be pre-approved by the city so as not to violate other agreements the city has in force. Any approved food vendor must obtain a permit from the Salem Health Dept.

Vendor may not rent space to any fortuneteller, psychic, or medium, as these services are regulated by City Ordinance.

Vendor shall manage up to ten non-profit locations as well as approximately 40 to 60 10x10' spaces on public sidewalks on the Essex Street pedestrian mall (from approximately #144-216 Essex St.), the Derby Square/Old Town Hall area and limited areas between New Liberty Street and Hawthorne Blvd. (weekends only), except those described below which are not included within the available spaces:

- Eight (8) locations set aside for the exclusive food vendor.
- Four (4) locations set aside for food trucks between New Liberty St. and Hawthorne Blvd.
- Up to five (5) street artists (make-up, caricature, etc).
- Existing business along the public spaces that choose to occupy the public space in front of their store facade
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<p style="text-align: center;">REQUEST FOR PROPOSALS R-13 REQUIRED CERTIFICATIONS</p>
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NON-COLLUSION:

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Proposer)

(Federal Tax Identification or Social Security Number)

(Date)

TAX COMPLIANCE:

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Proposer)

(Federal Tax Identification or Social Security Number)

(Date)