

City of Salem, Massachusetts



Request for Qualifications

S-43

Professional Civil Engineering, Planning and Support Services to “Update the City’s Bicycle Master Plan”

May 24, 2017

PROPOSALS DUE:

Friday, June 16, 2017, 11:00 AM

*Late proposals will be rejected

Whitney C. Haskell
Purchasing Agent
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Salem, MA 01970
whaskell@salem.com
(978) 619-5695

**“UPDATE THE CITY’S BICYCLE MASTER PLAN” ENGINEERING,
PLANNING AND SUPPORT SERVICES**

S-43

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: _____

PLANNING AND SUPPORT SERVICES

S-43

CHECKLIST

Submissions:

	Yes	No
1. Cover Sheet		
2. Proposer's Checklist (this sheet)		
3. Certifications		
• Non-Collusion		
• Tax Compliance		
• Certificate of Corporate Bidder		
4. Responses to Submission Requirements 1-6		
5. Acknowledgement of Addenda: _____ (if applicable) #’s		

**“UPDATE THE CITY’S BICYCLE MASTER PLAN” ENGINEERING,
PLANNING AND SUPPORT SERVICES**

S-43

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 a Professional Engineering and/or Bicycle Planning consulting firm with experience in Roadway Transportation Improvements, specifically Complete Streets and Bicycle and Pedestrian accommodations.

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, Wednesday, May 24, 2017.

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. Failure to submit the required information, or inability to meet the minimum requirements, may result in the City disqualifying the Proposer further evaluation.

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.

☐ **MINIMUM QUALIFICATIONS**

1. Statement of firm/team capacity, qualifications and experience including cooperative efforts with sub consultants.
2. Project descriptions and list of references for 5 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 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 An hourly rate sheet, to become part of the Master Services Agreement, 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 **Friday, June 16, 2017 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 (4) 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 proposal 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 of Salem in various duties as described below:

DESCRIPTION OF SERVICES

The City has retained the CONSULTANT to provide engineering services. This Scope of Services has been prepared to update the City's Bicycle Master Plan completed in 2010.

BACKGROUND

The City of Salem is a vibrant, historic community that is home to many historic sites and districts, Salem State University, the Peabody Essex Museum, North Shore Medical Center and thriving residential and business districts. Salem is well known as a center of tourism for the Commonwealth's north shore and has a rich maritime history. The diverse nature of the city attracts a large number of residents, workers, commuters, and tourists. The increasing influx of both commuters and visitors has resulted in changing transportation demands and challenges. The City of Salem is a compact geographic area comprising 8.1 square mile that contains neighborhoods, parks and schools, a lively, busy downtown and transit connections to Boston via bus, rail and ferries. The historic charm of the City and significant interest by the community to increase transportation options results in a city where bicycling, whether for commuting, shopping, or recreation can be a convenient mode of transportation.

Bicycle travel is one important way to reduce dependence on oil, produce cleaner air, and promote physical fitness and a healthier population. Salem has been very proactive at improving the circulation environment for its bicyclists. The City has been incorporating more on-road bicycle infrastructure improvements in appropriate areas to make cycling safer and more viable in Salem. This includes painted bicycle lanes, on-road sharrows, and increased bicycle parking throughout the City. In 2010, a Bicycle Circulation Master Plan was developed to address expanding the bicycle networks in the City as well as making existing roadways more accommodating for bicyclists, thus increasing safety, reducing traffic, improving public health, and raising awareness for alternative roadway users. Lastly, the City has promoted increased bicycling through its free bicycle rental program Salem Spins, which has offered bicycles to visitors and residents of Salem at various locations throughout the City including at the Salem Ferry, Downtown, and at Salem State University.

In 2014, the City of Salem adopted a Complete Streets policy which addresses some of the safety and infrastructure issues that are needed for increased bicycle transportation in the City. The purpose of the City of Salem's Complete Streets Policy, therefore, is to accommodate all road users by creating a roadway network that meets the needs of individuals utilizing a variety of transportation modes.

The City recognizes that creation of a bike-friendly environment involves much more than the development of exclusive use multiuse paths through the City – on-street connections are necessary,

both around the City and to nearby communities. Incorporating alternative transportation design in all stages of the planning process from development through project completion ensures that the needs of all roadway users are being considered.

OBJECTIVE

The City has identified bicycling as a central component to improving transportation and mobility options. This planning effort will use bicycle planning methods to bicycle infrastructure improvements throughout the City with the intent of making bicycling a safe, efficient and practical option for all residents and visitors. The Bicycle Master Plan will become a strong planning tool for the City that will facilitate the orderly development of bicycle facilities and will provide implementation strategies to encourage their use. The plan is expected to:

- Guide the City in creating a lasting bicycle transportation program.
- Guide capital investments and identify additional local, State, and Federal funding options.
- Identify convenient, attractive and safe on-street and off-street routes for bicycling to important nodes and destinations.
- Identify connections to other modes of transportation.
- Expand the existing bicycle system and improve bicycle travel throughout the community.
- Increase bike ridership in the City.
- Improve the quality of the existing system, including connectivity within and between Salem neighborhoods.
- Address the needs of all ability, age and skill levels, goals and objectives.
- Promote safe bicycling and enhance bicycle safety.
- Be consistent with current and future plans for bicycle facilities in surrounding communities.

PUBLIC OUTREACH / MEETINGS

The CONSULTANT shall participate in at least three (3) working meetings with the Bicycle Master Plan Steering Committee, conduct a minimum of ten (10) stakeholder interviews; and hold at least two (2) public meetings. Additional engagement is encouraged. Community outreach plans should include at a minimum: suggested meeting formats and recommended dates/timing during the planning process.

The Bicycle Master Plan Steering Committee (“Steering Committee”) will include representatives from the Bicycling Advisory Committee (all members), the Traffic and Parking Commission, City departments such as Traffic and Parking, Planning, Engineering, Public Works, the School Department, Parks Department, and Police Department; and other local stakeholder groups to be determined.

Day to day management of the project will be overseen by a Staff Planner in the City's Department of Planning and Community Development, with support from the Department of Traffic and Parking and City Engineer.

To develop a sense of ownership, the Steering Committee shall have a defined role in all public presentations.

DELIVERABLES

- Electronic copies of all materials developed for each Master Plan Steering Committee meeting and public workshop.
- Technical memorandum summarizing process and findings from each Steering Committee and Public Workshop meeting; and a summary memorandum of stakeholder interviews.

Task 1: PROJECT KICKOFF

The CONSULTANT will meet with City of Salem staff and the Steering Committee to officially kick-off the planning process and to discuss the proposed project approach and schedule.

It is imperative to convey a very clear understanding of the critical tasks and project elements, along with a detailed project schedule to the stakeholders in order to stay on-time and within budget and deliver a quality product. To foster a sense of ownership by the Steering Committee, we suggest the roles and relationship of the Committee would include assisting the CONSULTANT and City staff by providing input on the other tasks in this project including:

- Inventory of existing bicycle facility network and facilities.
- Development of performance criteria of the bicycle network.
- Identification of bicycle travel desire lines and corridors and gaps in the network.
- Evaluation of specific route alternatives against the agreed upon performance criteria.
- Evaluation of the finished plan.

Working in tandem with public involvement process, the CONSULTANT will interview stakeholders and utilize input of the local bicycling community to identify corridors, destinations and preferred routes for development of a bicycle network. An online survey will be used to engage a variety of stakeholders to acquire feedback on existing conditions, perceptions and needs. The survey would help the City and the Steering Committee gauge the needs among a broad cross section of the City and identify infrastructure improvements, desired destinations and education/enforcement needs. Lastly, the only way to truly understand and evaluate some of the bicycling conditions of a community is to experience them firsthand. The CONSULTANT, accompanied by members of the Steering Committee and advocacy community, will evaluate key routes and corridors "over the handlebars" and document findings.

DELIVERABLES

The work performed under this task shall prepare the following deliverables to the City:

- Technical memorandum outlining the role of the Bicycle Master Plan Steering Committee, the public involvement process and schedule.
- Technical memorandum summarizing findings from the online survey and “over the handlebars” evaluation.
- Creation of a project share-point site and on-line survey forum.

Task 2: BASE MAPPING OF BICYCLE FACILITIES

Document the existing bicycle facilities in the City, bicycle related and transportation projects that will impact the bicycle network and activity centers (schools, parks, employment centers, recreational areas, transit access points, etc.). The information will be collected in a format compatible with the City's GIS database. The CONSULTANT will leverage available GIS layers from the city and maps and data from the 2010 Bicycle Master Plan. If sufficient GIS data is not available from the City or external resources, the CONSULTANT will require a contract amendment to supplement GIS data with data collection effort.

Under this task, the CONSULTANT will:

- Inventory the existing Salem bicycle network to identify any changes that should be considered due to recent City projects.
- Identify proposed bicycle facilities currently under design or in construction.
- Identify locations of desired bike destinations and bicycle amenities such as secure parking, fitness centers (for showers and changing facilities) and bike repair/bike shops.
- Identify high hazard bicycle accident locations.
- Include map of MBTA bus routes and commuter rail stations, and Zagster-Salem bike share hubs.
- Coordinate with City Department of Public Works (DPW) pavement management work program to include priority factors for roadways designated as part of the City bike network. For longer term, coordinate proposed bike accommodation improvements with the pavement work program.
- With input from bicycle advocacy groups, identify bicycle travel desire lines and corridors.
- Meet with the Salem Police Department to document their Bike Patrol Unit program, activities & deployment, training and personnel needs. Coordinate with Police Department to verify availability for bike patrol training via the International Police Mountain Bike Patrol course.

DELIVERABLES:

The work performed under this task shall prepare the following deliverables to the City:

- GIS based map of existing network and proposed additions.

- Technical memorandum summarizing existing bicycle network and amenities conditions (see bullets above); projects planned, proposed or under construction, etc. Memo should include all related maps/figures.
- Technical memorandum summarizing coordination of bike network with City Pavement Management/Roadway Work Program.
- Technical memorandum summarizing input from Salem Police Department encouragement, education and enforcement components of the PD Bike Patrol.

Task 3: DATA ANALYSIS

Develop a Prioritization Criteria for network projects and links that can be used to score and rank potential projects. Specific criteria may include:

- Accessibility: distance of bicycle facility from a specified trip origin or destination.
- Directness: travel distance/trip time comparison of considered alternatives.
- Continuity: minimize missing links.
- Route Attractiveness: visual aesthetics, real or perceived threats to personal safety based on traffic volumes and/ or speeds.
- Low Conflict: minimize conflicts between cyclists and motor vehicles.
- Cost: estimated cost to establish and maintain facility.
- Ease of Implementation: ease or difficulty of implementing proposed changes.

The CONSULTANT will help determine the level of bicycle accommodation appropriate for different street classification within the context of the bicycle network, and integrate this guidance into the Complete Streets prioritization plan and project development program.

The information gathered will be presented on an overall GIS-based map and will include the following:

- Existing bicycle network, regional off-road paths and bike facilities (parking, bike shops).
- Activity centers that are likely generators of bicycle traffic.
- Programmed, planned and/ or bikeways under construction including bicycle components or opportunities in other transportation projects.
- Coordination of bike accommodation improvements with City pavement management work program.
- Identification of gaps in the existing network and/ or desired bicycle travel desire line corridors that will not be closed by known future projects.
- Identification of proposed improvements for the bicycle network, bicycle amenities (parking, changing/ shower facilities, bike repairs). Utilize the FHWA Cyclist Road Safety Audit Guidelines and Prompts Lists for this analysis.
- Identification of potential projects to close the gaps in the network.

Working with City staff and the Steering Committee, the CONSULTANT will review the map and prioritization criteria to prioritize the network projects and connections. As part of this process, the CONSULTANT shall work with the Steering Committee to weight criteria for the purposes of prioritizing the improvements. Based on this initial review, the CONSULTANT will conduct limited traffic volume and speed data counts on selected bicycle travel desire lines and corridors to assist in determine of appropriate design treatments.

DELIVERABLES

The work performed under this task shall prepare the following deliverables to the City:

- GIS based map of the bike network including existing, planned and future proposed connections. Consultant shall provide city with all GIS files, as well as .pdfs of all maps.
- Prioritization Criteria.
- Traffic volume count, crash and speed data information.
- Initial ranking of planned and future projects.
- Preparation for and attendance at Committee meeting.

Task 4: DRAFT PLAN DEVELOPMENT

After completing the data collection and analysis, the CONSULTANT will be working with the City project team and Steering Committee to develop a Draft Plan to include, at a minimum, the following information. Much of this information will be summarized in graphical format using GIS based maps.

- Description of the desired bicycle travel desire lines, corridors and destinations.
- Description of the existing and planned physical bike route network and ancillary facilities.
- Identification of the gaps and missing connections in the city network.
- Selection of appropriate design treatment and alternatives to close the gaps and missing connections.
- Prioritization criteria-how it was determined and how the scoring system works.
- Using the established prioritization criteria, evaluate and score the specific design treatments and alternatives to close those gaps.
- Develop preliminary order of magnitude construction cost estimates for potential projects
- Develop and define criteria such as cost, ease of implementation, design, permitting, and ROW availability to establish list of short and long term projects.
- Outline of a sustainable education and encouragement program that can be spearheaded by the Committee and/ or advocacy groups such as MassBike. Program elements could include permanent Bike Salem website, smart cycling manuals, on-line version of City bike route map and educational/ encouragement flyers.
- Develop Transit Demand Management (TDM) recommendations and/or requirements for new developments and open space projects (with thresholds) to mitigate additional auto trips and encourage bicycling.

- Establish design criteria and incorporate best practices for all bicycle facilities with specific recommendations for safety zones (e.g. schools) to create a more predictable, safe and reliable bicycle network.
- Summary of training, equipment, and staffing needs of the Salem Police Department Bicycle Patrol Unit to mount an effective bicycle law enforcement campaign.

The CONSULTANT shall present the Draft Plan to the Bicycle Master Plan Committee. A public meeting/workshop to present the Draft Plan to and receive input from the public is recommended.

DELIVERABLES

The work performed under this task shall prepare the following deliverables to the City:

- Draft Bicycling Master Plan (up to 5 hard copies).
- Consultant shall provide city with all map files - GIS files, as well as .pdfs.
- Samples of education/ encouragement materials.
- TDM bicycling strategies and requirements.
- Design guidelines and best practices.
- Preparation for and attendance at Steering Committee meetings.
- Preparation for and attendance at the public workshop.

Task 5: FINAL PLAN

Based on input received at the public workshop and consensus from the City project team and Committee, the Draft Plan will be revised and finalized. The Plan will include an executive summary and information gathered in Tasks 1-4. Maps will be GIS based in the required format compatible with the city's pavement management system. Electronic and hard copies will be provided.

DELIVERABLES

The work performed under this task shall prepare the following deliverables to the City:

- Final Bicycling Master Plan (up to 5 hard copies).
- Consultant shall provide city with all final map files - GIS files, as well as .pdfs.
- Electronic copies of videos, PowerPoint presentations and photographs.

CLIENT-FURNISHED INFORMATION

It is understood that the CONSULTANT will perform services under the sole direction of the Client. In the performance of these services, the CONSULTANT will coordinate its efforts with those of other consultants to the Client, as required. In order to conduct this study effectively, the Client will need to provide the CONSULTANT with a variety of technical data including, but not limited to, the following:

- A primary point of contact for the project

- Existing conditions GIS and/ or AutoCAD files, as available
- Relevant previous studies
- Other items that may be identified

The CONSULTANT will rely upon the accuracy and completeness of Client-furnished information in connection with the performance of services under this Agreement. It is assumed that the City of Salem Project Manager will schedule, organize, and facilitate project meetings

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 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, the Traffic and Parking Director and the Planning Department Project Manager 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.

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

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, Director of Traffic and Parking, and Planning Department Project Manager 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 or around July 1, 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 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.

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
XXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX
CONTRACT XXXXXXXXXXXXX**

This Contract made this XXXX day of XXXXXXXX, 2017, by and between the City of Salem, a municipal corporation located within the Commonwealth of Massachusetts, 93 Washington Street, Salem, MA 01970 (hereinafter, the “City”), and XXXXXXXXX, a corporation with a business address at XXXXXXXXXXXXXXXX (hereinafter, the “Vendor”).

Article 1 Scope of Services

The Vendor shall provide XXXXXXXXXXXXXXXX, in accordance with the scope of services contained in Attachment A. Contract documents shall include, Request for Qualifications S-43, Vendor’s proposal dated XXXXXXXXXXXXXXXX and all Insurance Certificates, all of which are incorporated by reference.

Article II Term of Contract

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.

Article III Compensation

The City agrees to pay the Vendor XXXXXXXX (\$XXXXXXX). The City shall make every effort to make payment within thirty days from receipt and acceptance of a reasonably detailed invoice. The above contract number must be references on all invoices.

The Contractor agrees to make payment in full, including retainage, to each subcontractor not later than ten (10) business days after the subcontractor has completed all of the work required under its subcontract.”

Article IV Non-Discrimination Assurance

The Vendor or subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as City of Salem deems appropriate.

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 City 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 negligent 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 Qualifications

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 City shall notify the Vendor 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 Vendor specifying the effective date of termination. Upon the date so specified, this Contract shall terminate. Such termination shall not prejudice or waive any rights or action which the City may have against the Vendor 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 or 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.

Article XVIII Miscellaneous

All official bidders will be required to report the names, addresses and telephone numbers of all firms that submitted bids or quotes in connection with this project.

**KYLE ZICK LANDSCAPE
ARCHITECTURE, INC.;**
By:

CITY OF SALEM:
By:

Authorized Signature

Kimberley Driscoll,
Mayor

Authorized Officer (print name)

Sarah Stanton,
Finance Director

Title

David Knowlton,
Director of Engineering and Department of
Public Works

Whitney Haskell,
Purchasing Agent

Approved as to form:

Elizabeth Rennard, Esq.,
City Solicitor