

City of Salem, Massachusetts



## Request for Qualifications

R-62

## Water Transportation Services

April 7, 2016

**PROPOSALS DUE:**

**Wednesday, May 4, 2016, 11:00 AM**

\*Late proposals will be rejected

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(978) 619-5695

**REQUEST FOR QUALIFICATIONS  
R-62  
WATER TRANSPORTATION SERVICES  
COVER SHEET**

Proposer: \_\_\_\_\_

Street Address: \_\_\_\_\_  
(Number and Street) (City) (State) (Zip Code)

Taxpayer  
Identification No: \_\_\_\_\_  
(Social Security Number) (Federal Identification Number)

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Fax: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**REQUEST FOR QUALIFICATIONS  
R-62  
WATER TRANSPORTATION SERVICES  
CHECKLIST**

**Submissions:**

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

**Minimum Requirements:**

	Yes	No
1. Proposers should have minimum of five years of marine experience with taking passengers for hire.		
2. Own and operate a vessel at least 22 ft. and no longer than 30ft. in length and certified for approximately 20 passengers.		
3. The operator shall have the commensurate USCG certification and or license for the type of vessel engaged in taking passengers for hire.		

<p style="text-align: center;"><b>REQUEST FOR QUALIFICATIONS</b> <b>R-62</b> <b>WATER TRANSPORTATION SERVICES</b> <b>CERTIFICATIONS</b></p>
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**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 candidates to provide water transportation services between City waterfront areas including, 1) Congress Street, 2) Blaney Street, Winter Island, and Salem Willows.

### **1.2 APPROVAL**

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

### **1.3 INCORPORATION BY REFERENCE**

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

### **1.4 TIME FOR AWARD**

Any contract that may result from the procurement shall be awarded within forty five (45) days after the proposal due date. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the most advantageous proposer.

### **1.5 RIGHT TO CANCEL/REJECT**

The City reserves the right to cancel this RFQ or reject in whole or in part any and all proposals if the City determines that cancellation or rejection serves the best interests of the City.

### **1.6 TAXATION**

Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the proposal pricing.

Copies of the City's tax exempt paperwork shall be available upon request of the selected contractor.

### **1.7 OBTAINING THE REQUEST FOR QUALIFICATIONS**

The RFQ shall be available beginning, Friday, April 7, 2016

The and related documents shall be available for free download from the City's Purchasing Department website at [salem.com/purchasing](http://salem.com/purchasing) under "Open Procurements."

Hardcopies of the RFQ and related documents may be obtained at the Office of the Purchasing Agent, 120 Washington Street, 3rd Floor, Salem, MA 01970, during regular office hours:

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

## **PART 2. INSTRUCTIONS TO PROPOSERS**

### **2.1 REQUIREMENTS AND SUBMISSIONS**

Below please find a description of the requirements and submissions that must be included as part of a proposal.

#### **2.1.1 PRICE PROPOSAL FORM**

Every proposal must include a completed 'Price Proposal Form'. See attached. The price proposal shall be separately sealed and labeled as "Price Proposal".

#### **2.1.2 NON-PRICE/TECHNICAL PROPOSAL**

Each proposal must include a Non-Price/Technical, which shall be separately sealed and labeled as "Non-Price Proposal," containing:

##### ☐ **NON-COLLUSION FORM**

Every proposal must include a certification of good faith, certifying that the proposal was made in good faith and without collusion or fraud. See 'Non-Collusion Form' attached.

##### ☐ **TAX COMPLIANCE FORM**

Every proposal must include a written certification that the proposer has complied with all state laws relating to taxes, reporting of employees and contractors, and child support. See 'Tax Compliance Form' attached.

##### ☐ **CORPORATE BIDDER FORM**

If the proposal is being submitted by a corporation the proposal must include a certification that the individual submitting the bid has been authorized to bind the corporation. See 'Certificate of Corporate Authority' attached.

##### ☐ **PLAN OF SERVICES**

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

1. Name and Address
2. A transmittal letter signed by the individual authorized to negotiate for and contractually bind the contractor stating that the offer is effective for at least thirty (30) days from the deadline for the submission of proposals.
3. Summary of qualifications and experience in cruise management and operation.
4. Statement of service to be provided, including scope of service, service schedule, and rate information.

5. Most recent year's financial statements prepared in accordance with generally accepted accounting practices.
6. List of cruise service contracts for which the contractor is currently committed.
7. It is recommended that a business development plan, which addresses strategies for marketing the cruise/charter service, accompany each proposal.
8. All information required in the Comparative Evaluation Criteria section (Section III).
9. Copies of all applicable Coast Guard operations licenses and documentation of vessel inspection (s).
10. Signed "Required Certifications"

Below please find a description of the manner in which sealed proposals must be submitted. Price and Non-Price proposals must be separately sealed and labeled.

#### 2.2.1 DUE DATE AND TIME

Proposals shall be received by the Office of the Purchasing Agent on or before **Friday, April 21, 2016**.

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, 2<sup>nd</sup> 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) copy of the proposal.

#### 2.2.5 LABELING

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

### 2.3 SIGNATURES



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

## **2.4 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS**

### **2.4.1 QUESTIONS**

Questions concerning this RFQ must be submitted in writing to: Whitney Haskell at [whaskell@saalem.com](mailto: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 RFP, 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, 2<sup>nd</sup> 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 City of Salem is seeking proposals for the operation of water transportation (launch) services between City waterfront areas, including: 1) Congress Street, 2) Blaney Street, 3) Winter Island and 4) Salem Willows.

### **A. Hours**

The business must operate a minimum of 8 hours per day, 7 days per week between July 1 and Labor Day.

### **B. Rates:**

The Company will be permitted to establish their own rate structure.

### **C. The City's Responsibilities**

The City is willing to provide a subsidy up to \$10,000 to the winning proposer to help the proposer implement an affordable fare schedule and promote ridership.

The City will provide suitable dockage for off hours.

### **D. Maintenance**

The Company will be responsible for maintaining all utility services used in conjunction with the Company's operation. In addition, the Company will be responsible for the following:

1. Collection and removal of trash generated by customers.
2. Signage necessary for sale and efficient operation.
3. Repair any and all damages caused by the company's operation and/or the company's customers.

### **E. Inspection**

The City's Police and Fire Departments will at all times have access to the facilities for the purpose of providing inspection, patrols, law enforcement and fire prevention.

The City's Park Department, Building Inspector and Harbormaster will have the right to conduct unannounced inspections of the premises for the purposes of determining if the facilities are being operated and maintained in accordance with the terms of the service contract.

### **F. Storm Provision**

When weather conditions warrant, the Company shall be prepared to remove vessel(s) from the Pier upon direction of the Harbormaster.

## **PART 4. EVALUATION**

### **4.1 MINIMUM REQUIREMENTS**

1. Proposers should have minimum of five years of marine experience with taking passengers for hire.
2. Own and operate a vessel at least 22 ft. and no longer than 30ft. in length and certified for approximately 20 passengers.
3. The operator shall have the commensurate USCG certification and or license for the type of vessel engaged in taking passengers for hire.

### **4.2 COMPARATIVE CRITERIA**

- 3.3.1 Experience in managing, operating and maintaining charter/cruise facilities:

Highly Advantageous	More than 5 years
Advantageous	Between 2 and 5 years
Not Advantageous	Less than 2 years

- 3.3.2 Fleet Size:

Highly Advantageous	More than 1 vessel
Advantageous	1 vessel

- 3.3.3. Location of Home Port:

Highly Advantageous	Within a 20 mile radius of Salem Harbor
Not Advantageous	Beyond a 20 mile radius of Salem Harbor

- 3.3.4. Number of persons employed more than 20 hours per week between June and September in Salem Harbor:

Highly Advantageous	5 or more persons
Advantageous	Between 1 and 4 persons

- 3.3.5 Owner or Operator's experience operating passenger vessels in and around Salem Harbor:

Highly Advantageous	5 or more years
Advantageous	Between 2 and 5 years
Not Advantageous	Less than 2 years

### **4.3 RULE FOR AWARD**

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

#### **4.4 SELECTION PROCESS**

Following the deadline for receipt of proposals, the Chief Procurement Officer ('CPO') will open the non-price proposals and prepare a register of proposals submitted. The non-price proposals will be evaluated by an evaluation committee based on the Minimum Requirements and Comparative Criteria contained in this RFQ. The evaluation committee shall notify the CPO which proposal was deemed most advantageous. The CPO will then open and evaluate the price proposals, and award the contract to the most advantageous proposal taking into account the evaluation criteria and price.

## **PART 5. TERMS AND CONDITIONS**

### **5.1 TERM OF CONTRACT**

The term any contract that results from this RFQ, shall commence on or around June 1, 2016 and terminate May 31, 2017 with the option to renew for up to two additional years in one year increments.

### **5.2 ASSIGNMENT AND SUBCONTRACTING**

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

### **5.3 PAYMENT**

The City shall make every effort to furnish payment within thirty (30) days of receipt of a reasonably detailed invoice. Any invoice received must reference the contract number.

### **5.4 INSURANCE REQUIRMENTS**

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

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

Comprehensive Automotive and Property Damage Insurance - The Vendor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of

bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property.

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

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

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

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

## **5.5 INDEMNIFICATION**

Unless otherwise provided by law, the Vendor 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.