



TOWN OF WAREHAM

Request for Proposals (RFP)

FOR: MINOT AVENUE MULTIPATH' WAREHAM, MA

DUE: August 31, 2023 5:00PM

TO: Town Administrator, Memorial Town Hall, 54 Marion Road, Wareham, MA 02571

July 24, 2023

The Town of Wareham is requesting proposals and qualifications from individuals, firms, or a team to complete 100% design plans for the Minot Avenue Multipath. The objective of this work is to complete this regional bicycle trail link from the Narrows in downtown Wareham to Onset Ave., a distance of approximately 1.9 miles. 25% plans have already been completed. The end product will be a delivered as a set of construction documents.

Submissions must be received at the office of **Derek Sullivan, Town Administrator, Memorial Town Hall, 54 Marion Road, Wareham, MA 02571, no later than 5:00 PM o'clock, Thursday, August 31, 2023**, in the format specified herein. The Town/WRA invites submissions from D/M/WBE firms. The Town of Wareham/ WRA is an EEO/AA Employer and contracting agency.

The Town reserves the right to reject in whole or in part any submission and to cancel this solicitation at any time.

PART 1. SCOPE

Wareham is requesting engineering and surveying services to design the replacement of an existing sidewalk with a ten (10) foot wide off road multi-use path with a two to five (2-5) foot grass buffer, on the south side of Minot Avenue from the intersection with Depot Street to the intersection with Indian Neck and Narrows Road and striping of bicycle lanes on Narrows Road from in the intersection with Indian Neck Road to the Narrows Bridge for a total of 1.4 miles of off road path and 0.5 miles of on road lanes. The Town is seeking to include all engineering and surveying associated with the project including survey for right of way acquisition.

Project requirements include:

1. One site visit where the public is invited.
2. One community meeting with the public.
3. All Conservation Commission permitting.
4. All necessary surveying.
5. Conduct all required surveying and production of plans to complete the ROW approval process.
6. 25% plans are complete. This design effort will entail 75%, preliminary 100%, and full construction drawings plans specifications and estimates (final stage PS&E) in accordance with MassDOT requirements and all plan revisions and information as

required by MassDOT.

- 7. A work timeline. Design must be complete by June 30, 2024.

Assumptions:

- 1. No MEPA Environmental Notification Form is required or included in the budget.
2. No Army Corp of Engineers permit is required or included in the budget.
3. No Water Quality Certificate is included in the budget.
4. This will be a multi-year project as the project moves through the grant process.
5. The Town will supply to the vendor available plans in pdf format on file with the town of the 25% design path route.
6. Wetland identification and flagging has been done by the Town, with follow-up survey complete.

PART 3. EVALUATION CRITERIA

A. MINIMUM EVALUATIVE CRITERIA

The following shall be considered minimum standards necessary to perform the requested scope of work. Failure to meet these minimum standards shall result in a rejection of the proposal. It is the proposer’s responsibility to provide the information needed to enable the Town to determine that these standards have been met.

- 1. The prospective Consultant (or team) shall have demonstrated experience in completing prior multipath design plans of this scale. In lieu of such direct experience, the proposer may present completed experience of comparable types of work. If the proposer does not have direct experience, it must demonstrate that it has related design experience.
2. Proposals must be complete, accurate and responsive to the RFP’s requirements.
3. Evidence of insurance coverage must be satisfactory, including general and professional liability and worker’s compensation insurance.

B. COMPARATIVE EVALUATIVE CRITERIA

Proposals that meet the Minimum Evaluative Criteria above will then be evaluated according to the Comparative Evaluative Criteria below. It is the proposer’s responsibility to provide the information needed to enable the Town to determine that these standards have been met.

- 1. The prospective Consultant (or team) shall have demonstrated experience in completing prior multipath design plans

Table with 2 columns: Evaluation Category and Description. Rows include Highly advantageous, Advantageous, and Not advantageous categories with their respective criteria.

<i>Unacceptable:</i>	Has completed no construction design plans in Massachusetts or in other states, NOR has it completed directly comparable work. <i>Applicants receiving this rating for any of the criteria will be eliminated from further consideration.</i>
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2. The proposal for services and proposed scope of work establishes the professional qualifications, experience, and capacity to successfully complete the project in a timely manner.

<i>Highly advantageous:</i>	The proposal communicates that the firm/team has the professional experience, staffing levels and an understanding of the demands of the project. The work and staffing plans and assignments are clear and demonstrate the capacity to undertake the project.
<i>Advantageous:</i>	The proposal communicates that the firm/team has the professional experience, staffing levels and an understanding of the demands of the project. The work and staffing plans and assignments are clear and demonstrate the capacity to undertake the project, but less so than competing proposals.
<i>Unacceptable:</i>	The proposal is incomplete, unclear or questionable with respect to professional experience and capacity. <i>Applicants receiving this rating for any of the criteria will be eliminated from further consideration.</i>

3. Quality of Work Products.

<i>Highly Advantageous:</i>	The firm/team presents samples of comparable work that are highly professional both in content and presentation, and which are effective in communicating the content for which they were developed.
<i>Advantageous:</i>	The firm/team presents samples of comparable work that are largely professional both in content and presentation, and but which are less so than those of competing submissions.
<i>Unacceptable:</i>	No work samples are presented OR the quality of the samples are significantly inferior to those of competing submissions. <i>Applicants receiving this rating for any of the criteria will be eliminated from further consideration.</i>

4. References.

<i>Highly advantageous:</i>	References, without exception, indicate that the proposer’s performance was highly satisfactory and responsive to the client’s needs. There were no issues with timeliness; there was strong project management and internal and external working relationships.
<i>Advantageous:</i>	References, indicate that the proposer’s performance was largely satisfactory and responsive to the client’s needs. There were no or minor

	issues with timeliness; project management and internal and external working relationships.
<i>Not advantageous:</i>	References are favorable overall regarding the proposer’s performance, but are less unequivocally positive than the criteria described in the ratings categories above.
<i>Unacceptable</i>	References indicate performance concerns, some aspects of performance were unsatisfactory, and/or are unable to be contacted.

PART 4. SUBMISSION REQUIREMENTS

The following specific information will be required in each individual, team or firm's qualification and proposal package: In conformance with M.G.L. Chapter 30B, the proposal shall consist of two separate parts, non-price proposal and price proposal:

Part A - Non-Price (Technical) Proposal

A complete proposal shall be considered one that contains the following information:

1. Cover letter providing name, address, and telephone number of consultant or firm and principal contact person. Statement that the applicant has read, understood, and will comply with the requirements and conditions contained in this RFP and signed by an authorized representative for the firm who will act as a contact person during the selection process.
2. Type of organization (i.e., corporation, partnership, joint venture, etc.) including list of participants, as appropriate. If the firm responding is a partially or fully owned subsidiary of another firm, include the above information for the parent company and an appropriate statement by the parent company in support of the subsidiary's submittal. Indicate services to be provided by sub-consultants, if any.
3. Listing of insurance coverage as described in Part 5 below. (Submittal of "Certificate of Insurance" will be required by the time of an execution of the contract.)
4. Approach, Scope of Work, and comments or observations on proposed engagement as proposer deems relevant.
5. Experience of consultant, firm and staff proposed for the engagement. List and describe previous similar assignments. Identify the persons who will be involved in the project and describe their qualifications and experience. Lead Designer must be listed by MADOT Highway Division in the Architects and Engineers Review Board Database.
6. Provide statement/information that demonstrates how the applicant meets the *minimum evaluation criteria*.
7. Provide statement/information that demonstrates how the applicant meets the *comparative evaluation criteria*.
8. Provide reference/contact information to enable the Town to verify the proposer’s experience and satisfactory delivery of services. Provide a minimum of three contacts who can attest to the proposer’s comparable experience.
9. Acknowledgment of the proposed project schedule and ability to meet schedule requirements, or an explanation as to why a departure from the above schedule is needed.
10. A signed original Non-Collusion Certificate pursuant to Massachusetts General Laws, Chapter 30, Section 39M (*sample included at end*).

11. A signed original certification pursuant to Massachusetts General Laws, Chapter 62C, Section 49A (*sample included at end*).
12. Completed Certificate of Corporate Authority (*If corporation*) (*sample included at end*).

Part B - Price Proposal

The applicant shall provide a lump sum or not-to-exceed amount for services to the Town. Payment will be made pursuant to a method and schedule that will be negotiated with the successful proposer. The Town expects to make payment based on the completion (or partial completion) of the project task elements. Applicants should provide a breakdown of the fee and estimated hours for each the five tasks, plus deliverables, together with the total proposed fee. Compensation may be proposed either on a fixed fee or not-to-exceed billing basis. However, fee proposals should clearly identify all elements contained therein, including basis for fees charged (hourly rate vs. direct labor X multiplier); billing rates by individual position or job category; proposed levels of services; estimated cost by activity/task; direct project expenses; subcontractor costs, if any (include a detailed cost breakdown); and any other costs comprising or not included in the proposed fee.

The fee available for this project is \$177,000 as a grant from the MassTrails program.

Parts A and B of the proposal shall be submitted in separate sealed envelopes. Failure to do so will result in the rejection of the proposal.

The proposer should submit one original and two (2) hard copies and one (1) e-file of the Non-Price (Technical) Proposal and one original of the Price Proposal.

The *Part A* envelope shall be labeled: “Non-Price Proposal: Minot Ave Multipath” and the *Part B* envelope shall be labeled: “Price Proposal: Minot Ave Multipath.”

A proposer may withdraw or revise its proposal up to the date of the submission deadline. Any revision or withdrawal must in writing to the address shown on the first page of this RFP and should reference the solicitation (“Minot Ave Multipath”) and cite whether it is a modification or withdrawal.

Submissions shall be binding for thirty (30) days from the submission deadline time and date.

PART 5. GENERAL TERMS AND CONDITIONS

A. Award of Contract

The Town will review the non-price proposals and assign ratings to the different proposals based on the evaluation criteria included in the RFP. As part of this review process, the Town may contact previous employers/clients to verify the information provided by the proposer. It may also interview prospective consultants. Based on ratings, the Town Administrator will determine the most advantageous proposal and make a contract award. It is anticipated that the contract award will take place in mid-September, 2023.

B. Project Schedule

The term of service shall commence immediately upon issuance of a Notice to Proceed from the

Town and shall be continuous through completion, currently estimated to be on or before June 30, 2025.

C. Insurance

1. Each consultant/firm submitting qualification and proposal packages in response to this Request for Proposals shall submit a sample "Certificate of Insurance" for the items listed below and before the work commences, the insurance company shall send to the Town a "Certificate of Insurance" indicating that such insurance is in force. Arrangements shall be made with the said insurance company to notify the Town of any termination or material change in the aforementioned insurance at least ten days prior to the date on which the termination or change takes place.
2. The selected consultant shall take out and maintain insurance as provided in the preceding paragraph, and as follows:
 - a. Worker's Compensation Insurance -- the Consultant shall furnish the Town with certificates of insurance showing that all its employees who shall be connected with the performance of this project are protected under Workers' Compensation Insurance Policies, in statutory amounts.
 - b. Automotive Liability Insurance with an Insurance Company acceptable to the WRA providing a limit of liability not less than those specified. Such insurance is to include claims arising out of vehicles owned by the consultant, hired by the consultant, or owned by others acting on behalf of or under the direction of the consultant.

D. General Provisions

- While the Town has not established specific affirmative action hiring goals for this contract, consideration will be given to those proposals that include participation by disadvantaged groups, including Section 3, SBEs and certified M/WBEs.
- The Town reserves the right to reject any or all proposals or parts of proposals, waive informalities, and to award contracts as may be in the best interest of the Town.
- Pre-award negotiations may be conducted.
- All proposals shall become the property of the Town subject to federal and state laws concerning public records.
- Unless specifically prohibited by the bidder, the Town has the right to disclose information contained in the proposals.
- The selection of the consultant shall be made without regard to race, color, sex, age, religion, political affiliation or national origin.
- Proposers should direct all questions regarding this Request for Proposals to:

Kenneth Buckland, Director
Planning and Community Development
Memorial Town Hall
54 Marion Road
Wareham, Massachusetts 02571
Telephone: 508.291.3100, ext. 6501 or 6500
E-mail: kbuckland@wareham.ma.us

- Questions concerning the RFP shall be submitted in writing to the address above or via email to Mr. Buckland no later than 3:00 PM, August 17, 2023. The Town will issue written

clarifications or additional information (via fax or email) by the end of the business on August 17, 2023. All other methods of communication and communication with other parties shall be considered informal and nonbinding.

- Faxed or emailed proposals shall not be accepted.
- The proposer may withdraw and/or modify its proposal up to the deadline time and date for submission of proposals, but communicating such modification or withdrawal in writing, addressed to Mr. Buckland above.

Following are the standard forms required with the submission:

CERTIFICATE OF 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.

By: _____

(Authorized Signature & Title)

(Name of Firm or Individual)

(Date)

CERTIFICATION OF TAX COMPLIANCE

Date: _____

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

(Printed Name of Firm or Individual)

By: _____

(Authorized Signature & Title)

Federal ID or Social Security #: _____

CERTIFICATE OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
(Name of Corporation)

held on _____ it was VOTED that:
(Date)

_____, _____ of this corporation,
(Name) (Officer)

be and he/she hereby is authorized to execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such _____ seal of the company, shall be valid and binding upon this corporation.

(Officer)

A True Copy, ATTEST:

Name and Title

PLACE OF BUSINESS:

DATE OF THIS CERTIFICATE: _____, 2016

I hereby certify that I am the clerk of the _____ and that _____ is the duly elected _____ of said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

(Clerk)

CORPORATE SEAL:

Exhibit A
GENERAL TERMS OF CONTRACT

The following will be the minimum terms and conditions of any contract:

CONTRACT BETWEEN
THE TOWN OF WAREHAM AND

This Agreement is made on this day of 2023, between the Town of Wareham, acting by and through its duly authorized Town Administrator (hereinafter, the "Town"), with a principal place of business at 54 Marion Road, Wareham, MA 02571 and

(hereinafter "Contractor") for services under the terms and conditions set forth herein.

1. SERVICES

Contractor will provide the following goods or services:

II. COMPENSATION

Upon completion of the services described in Paragraph I above, Contractor shall submit an invoice to the Town with any reasonable supporting documentation requested by the Town, reflecting the services performed. Upon satisfactory review of said invoices and documentation, the Town shall remit payment to Contractor.

Total compensation to be paid to Contractor pursuant to this contract shall not exceed \$

III. TIME FOR PERFORMANCE

All services pursuant to this contract shall be performed by .

IV. SUBJECT TO APPROPRIATION

Notwithstanding anything in the contract documents to the contrary, any and all payments which the Town is required to make under this contract shall be subject to appropriation or other availability of funds, as certified by the Town Accountant.

V. ASSIGNMENT

shall not delegate, assign or transfer its duties or interest in

this Contract without the express written consent of the Town. If approved by the Town, this contract shall be binding upon Contractor and all assigns, transferees and/or successors in interest.

VI. PREVAILING STATUTORY AUTHORITY

The validity, interpretation and performance of this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

VII. INSURANCE

Contractor shall maintain the following insurance coverage:

- a. General Comprehensive Liability in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate;
- b. Automobile Liability in the amount of \$500,000 for personal injury and property damage;
- c. Professional Errors and Omissions Liability in the amount of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; and
- d. Workers' Compensation and Employer's Liability in the amount as may be required by Massachusetts General Law Chapter 152.

VIII. INDEMNIFICATION

Contractor hereby indemnifies and agrees to hold harmless the Town against any liability including all claims for bodily injury or property damage that may arise out of the performance of its obligations under this contract by itself or a subcontractor, officer, agent or employee.

IX. TERMINATION

This contract may be terminated by either party upon receipt often (10) days advance written notice by certified mail to the signatories of the Town Department and noted below. In case of such written notice of termination, all services under this contract shall cease with the exception of such work as may be necessary to bring the work in progress to a reasonable and safe condition. Contractor shall then submit a final bill based on work actually performed. There shall be no penalty for termination for the convenience of the Town.

X. OWNERSHIP

All documents produced by the Contractor under this Contract, are instruments of service, but shall become the property of the Town.