

Proposer / Bidder Registration Form

It is the Bidder's responsibility to make certain they have received any/all addenda relating to their bid / proposal prior to the bid opening date. If you are downloading a bid we strongly encourage you to notify the City of Beverly Purchasing Department at dgelineau@beverlyma.gov and provide us with the following information. In the event an addendum is issued it will be sent to all bidders who have provided the City with this information.

Request for Proposal or Invitation for Bid Number: **16-037**

Contact Name:

Company Name:

Address:

City/Town:

State:

Zip Code:

Phone:

Fax:

Cell:

Email:



CITY OF BEVERLY

REQUEST FOR PROPOSALS

16-037

COASTAL RESILIENCY PLANNING CONSULTANT

PROPOSALS DUE:

MONDAY, SEPTEMBER 12, 2016 @ 11:00 A.M.

at the Office of the Purchasing Agent, City Hall
191 Cabot Street, Beverly, Massachusetts 01915

BID CERTIFICATION

Complete this page by signing in the space below and return with completed pricing pages.

As required under Chapter 233 and 701 of the Mass. Acts and Resolves of 1983 and Chapter 30B of Massachusetts General Laws, when returning the City's solicitation documents, certification must be made to the following by signing in the space indicated below.

Failure to offer such signature will result in rejection of the bid.

1. *"The undersigned certifies under the 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 their organization, entity, or group or individuals" and,*
2. *"Pursuant to M.G.L. c.62C, §49A, I hereby certify, under penalties of perjury that to my best knowledge and belief the undersigned bidder has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support."*

This bid is submitted by:

(Complete name of firm to be given here)

Signature: _____

Contact Person _____

Business
Address _____

Telephone _____ Employer I.D. # _____

Email _____
Address _____

REQUEST FOR PROPOSALS

BEVERLY COASTAL RESILIENCY PLAN

Summary

The City of Beverly is seeking competitive sealed proposals in accordance with the provisions of Massachusetts General Laws, Chapter 30B, for the preparation of a coastal resiliency plan.

The City acting by and through the Department of Planning and Community Development seeks qualified consultants to prepare a coastal resiliency plan to begin Phase 1 of a waterfront resiliency planning effort that includes identification of climate risks, public outreach and education, development of programmatic and policy themes and identify resilience projects to address identified vulnerabilities. The City has been awarded grant funding from the Massachusetts Office of Coastal Zone Management (CZM) Coastal Resiliency program to fund this resiliency planning effort.

PROPOSAL DUE DATE: 11:00AM (local time), Monday, September 12, 2016

Return proposals to: City of Beverly
 Purchasing Department
 City Hall, 191 Cabot Street
 Beverly, Massachusetts 01915

Competitive sealed proposals will be received by the Purchasing Department, at the above-specified location, until the time and date cited. Five (5) copies of proposal including "Price Page Fee Proposal" shall be submitted as follows in a sealed envelope marked proposal for "Beverly Waterfront Resiliency Plan" with proposer's name in upper left hand corner.

Proposals must be in the actual possession of the Purchasing Department on or prior to the exact time and date indicated above. ***NO INCOMPLETE, FAXED, ELECTRONICALLY MAILED, OR LATE PROPOSALS WILL BE CONSIDERED.***

All procurement activities conducted by the City of Beverly are in conformance with the rules and regulations of Massachusetts General Laws, Chapter 30B. The law is available for review in the Purchasing Department at the City Hall address. Copies of the law are also available for sale to the public at a fee of 20 cents per page at the Purchasing Department or available on line at <http://www.state.ma.us/legis/laws/mgl/index.htm>.

Questions regarding this Request for Proposals should be addressed to: David Gelineau, Purchasing Agent, City Hall, 191 Cabot Street, Beverly, MA 01915; phone (978) 921-6000, ext. 2350 (dgelineau@beverlyma.gov).

Background

Beverly is an established, historic coastal community with over 11 miles of coastline that is experiencing the effects of climate change. While there are many programs and projects in place to plan and prepare for the affects of climate change, they are not all aligned. With a focus on waterfront redevelopment, Beverly understands that it needs to plan to minimize future risks, including those associated with sea level rise. This project will identify climate risks, conduct public outreach and education, create tools to communicate climate risks, and identify programmatic and policy strategies to address Beverly's vulnerabilities. The overall objective is to minimize current and future risks, and to provide a vehicle to prioritize and integrate these strategies into all future planning efforts.

The City of Beverly has been actively working with local officials, residents, and other partners to address the erosion and flooding hazards that are affecting our community. Actions taken range from education and outreach to the residential and business community to major infrastructure improvements or retrofits that are designed to decrease flooding or reduce the impacts caused from inundation. Actions taken to date include:

- **Greenscapes North Shore Program**
- **Dane Street Beach Area Storm Surge Impact Reduction Study and Project**
- **Chubbs Brook Drainage Project**
- **North Beverly Brook Drainage Report and Project**
- **Tide Gate on the Bass River**
- **Updated LiDAR Data**

The City's Resiliency Planning efforts will be organized into two phases going forward. Phase 1 will focus on identifying vulnerabilities and resiliency themes, and phase two will pivot to a comprehensive Climate Resiliency Plan based on findings from phase one.

Beverly's erosion and flooding challenges will also be assessed in the **Beverly Multi-Hazard Mitigation Plan** (to be completed in 2017). In 2015, the City received funding from the Massachusetts Emergency Management Agency to update the 2012 Multi-Hazard Mitigation Plan. Information developed through the coastal resiliency planning process will provide a foundation for City-wide Hazard Mitigation Plan.

The City of Beverly has been awarded funds from Massachusetts Coastal Zone Management (CZM) through the Coastal Resiliency Grant Program to carry out Phase 1 of Beverly's Resiliency Planning efforts, and will include development of a risk assessment, public outreach and education relative to climate change and sea level rise, and identify high level adaption strategies and measures.

Scope of Services

The City of Beverly seeks proposals from qualified organizations to complete phase one of a Coastal Resiliency Plan. Phase 1 of the coastal resiliency planning effort includes the following elements:

- Assessment and identification of climate risks;
- conduct public outreach and education;
- identify and develop programmatic and policy themes to address Beverly's vulnerabilities, and;
- identify resiliency projects and strategies.

The overall objective of Beverly's Resiliency Planning efforts, including Phase 1, is to ensure a broad understanding by the City and its residents regarding how climate change can affect the City, to minimize current and future impacts associated with climate change, and to provide a vehicle to integrate these considerations into all planning and development efforts. All project work will connect to this objective.

Phase 1 of the Resiliency Planning process is the sole subject of this RFP therefore all proposals shall include a detailed scope of services that specifically address all of the above stated elements of phase 1: Coastal Resiliency Plan.

The City is at a critical point of readiness to address its climate change challenges and embrace the opportunities in partnership with local and regional stakeholders. To that end proposals shall consider and incorporate into the scope ample opportunity to engage stakeholder in the planning process.

The project study area will include at a minimum the Coastal area/zone defined by CZM, the Bass River/Upper Shoe Pond to Shore Country Day School, North Beverly Beverly Brook watershed, and Cubbs Brook Watershed

The following tasks will guide the scope of work for this phase of the coastal resiliency planning process and should be considered as a framework for all proposals submitted in response to this RFP:

Task 1 – Conduct a Project Kick-off Meeting

Kick-off Meeting to be held with the Beverly Resiliency Team (BeRT) comprised of local, regional and statewide stakeholders. Stakeholders may include but is not limited to the following: Beverly Planning Department, Department of Public Services, Engineering,

Emergency Management, Conservation, Salem CoastWatch, CZM, Endicott College, and MAPC. The BeRT could evolve over the life of the project as additional stakeholders may be identified.

Task 2 – Collect Data and Identify Study Scenarios

The selected Consultant will work closely with the City of Beverly Core Resiliency Team (CRT) to be comprised, at a minimum, of the Project Manager (Planning Director), City Engineer, GIS Coordinator, and Conservation Agent in collecting data and developing study scenarios. The consultant will be responsible for coordinating with the CRT to carry out the following elements of task 2:

- Identify and collect all necessary data and information to conduct a vulnerability assessment. Proposer shall provide a comprehensive list of data and sources to be collected for this task.
- Process digital elevation (LiDAR) data provided by the US Geological Survey (USGS) to the City of Beverly in 2015. LiDAR data shall be processed to 1 foot contours for greater accuracy in identifying the impacts of various climate change scenarios on critical infrastructure.
- Conduct a review and provide a summary of all relevant existing reports, regulations and zoning, land ownership, land uses, and local and regional connectivity.
- Based on the research and data collected, the consultant will coordinate with the CRT to identify the appropriate scenarios for conducting a vulnerability assessment and present them to the BeRT.

Task 3 – Community Workshop #1

The selected Consultant will present and introduce project goals, objectives and scope at a public meeting. At a minimum the meeting shall address the following elements:

- An introduction to the basic science of climate change and how it may affect Beverly, what is included in a vulnerability assessment, the Coastal Zone Management grant program, and the Commonwealth of Massachusetts's goals and initiatives to assist communities in preparing for climate change.
- Introduce the specific Project area, the data collected to date, and the recommended study scenarios.
- Introduce and utilize CZM StormSmart Coasts tools and resources (i.e., the StormSmart Properties Tool).

The process for public input will be identified in collaboration with the Beverly CRT and BeRT. A focus on innovative outreach strategies that engage all audiences and cater to all learning styles will be emphasized. Proposals should identify potential strategies for public outreach and engagement that will be considered by the BeRT.

Task 4 – Conduct a Vulnerability Assessment

The selected Consultant will conduct a vulnerability assessment using up to four different scenarios for sea level rise. The Consultant will be responsible for determining and mapping scenarios of potential flooding extents, using the parameters and study time periods set in Task 3: Data Collection and Study Scenarios. The latest sea level rise estimates from Massachusetts Office of Coastal Zone Management, the U.S. National Climate Assessment, and the Intergovernmental Panel on Climate Change (IPCC) will be reviewed and reflected in these scenario maps. All available information will be analyzed as part of this task.

The number and type of public infrastructure items to be inventoried and assessed should include at a minimum:

- Public Facilities (i.e., schools, parks)
- Underground utilities (storm drain systems, sewer)
- Sewage pump stations;
- Electrical Utility Substations;
- Wastewater and Drinking Water Treatment Facilities;
- Fire/Police/Emergency Facilities;
- Transit and Train Stations (including infrastructure);
- Public Works Facilities;
- Residential neighborhoods; and
- Roadway Surfaces.

Task 5 – Community Workshop #2

The selected consultant will present the results of the vulnerability assessment. This presentation will rely on graphics and visual representation to effectively communicate the results of the assessment to the attendees. Key areas of discussion will include identification of the most important vulnerabilities, and how to prioritize key resources at risk through sketches and maps. In addition, this meeting will be used to introduce and collect feedback on the next phase of the Project: the development of adaptation strategies. The proposer shall provide a recommended workshop format in order to maximize project communication and education.

Task 6 – Develop Resiliency Themes

The selected Consultant will identify the emerging resiliency themes that have surfaced as a result of the Vulnerability Assessment. The themes will serve as a strong foundation for a comprehensive resiliency plan to be developed in the next phase of Beverly's resiliency efforts (not within the scope of this project). The proposer should address how they will help the City begin to address the most important vulnerabilities, based on the results of the prioritization in Task 4 and the community workshops and discussions with BeRT. Draft strategies will be included for each resiliency theme, and will serve as a starting place for the next phase of planning.

Task 7 – Community Workshop #3

Prepare for a community presentation of the final findings and the resiliency themes. As part of this task, the selected Consultant will develop educational and outreach materials that summarize the resiliency themes.

Task 8 – Develop Outline for Beverly's Resiliency Plan

The selected consultant will wrap up this phase of Beverly's resiliency planning efforts with a final report to the City of Beverly and CZM which will include: documentation of the methodology for the project, the final maps, the results of the feedback from the public meetings, a detailed report outlining Beverly's vulnerabilities (which will include the interactive matrix of the prioritized vulnerabilities) and the next steps for the City that are defined by BeRT. Before the final report is submitted, BeRT will discuss:

- The final resiliency themes
- Several sample strategies for each resiliency theme
- A draft outline for the Resiliency Plan
- A timeline for creating the Resiliency Plan

Project Schedule

The performance period of the Coastal Resiliency Grant award by CZM is September 15, 2016 through June 30, 2017. Proposals should include a project schedule based on upon the above tasks demonstrating ability and capacity to meet the Coastal Resiliency Plan objectives by project deadline.

Deliverables

The consultant shall provide the following deliverables to the City:

- Power point presentations and agendas utilized for public meetings
- Educational outreach materials

- Draft and final Technical Memorandum summarizing Task 2 and the data collected and processed, study scenarios, regulatory review, and initial observations and findings to be addressed as the Project moves forward.
- Draft and final Technical Memorandum summarizing Task 4 and the screening process and gap analysis, and presenting the vulnerable resources based on the analysis, including inundation maps for each of the scenarios chosen by CRT and which resources are impacted by land use, along with an inventory and GIS data sets of vulnerable areas for future planning.
- A matrix of the vulnerable areas and resources according to their sensitivity and ability to adapt.
- Draft and final Technical Memorandum summarizing Task 6 and accompanying matrix that includes the strategies developed for high risk areas in the City. The matrix will be interactive, lists all of the priority areas and resources, the recommended strategies for each area (including policy or regulatory changes), and ranks them according to the criteria developed in collaboration with BeRT.
- Ten (10) bound copies of the final report of the Waterfront Resiliency Plan, including separate copies of a stand-alone executive summary, both printed in color
- All processed datasets created for vulnerability assessment including output of processed LiDAR data.
- Digital copies of full plan and executive summary in PDF format

PROPOSAL CONTENTS

Respondents must submit five (5) copies of their proposal containing complete information as requested and required by the terms of this RFP. Proposals must be submitted in a sealed envelope marked “Beverly Waterfront Resiliency Plan” on the outside of the envelopes and include the “Price Proposal” Proposals must be completed in ink or typewritten and delivered to:

City of Beverly Purchasing Department
City Hall, 191 Cabot Street
Beverly, MA 01915

On or before 11:00 a.m. on Monday, September 12, 2016, at which time the proposals will be publicly opened. No late, incomplete, faxed, or electronically mailed proposals will be accepted. Proposals must be in the possession of the Purchasing Department on or prior to the exact time and date indicated above in order to be considered.

A complete and responsive proposal shall include the following elements:

- Letter of Transmittal - The proposal shall include a one page letter of transmittal signed by the principal(s) of the proposer and addressed to the City’s Purchasing Department.
- Price Proposal - Both price and non-price proposals

- Consulting Team Information - The proposal must include a description of the consulting team, including subcontracting individuals or organizations. Background information for each individual team member including resume, relevant experience, and proposed role in developing a waterfront resiliency plan. Evidence shall be provided for team members involved with plan development demonstrating their experience in planning, public engagement and work with professional organizations involved with resiliency planning, including but not limited to, contributions to publications, committee involvement and other experience. The description of the development team must include the name, address, and telephone number of the proposer, the name of any representative authorized to act on the proposer's behalf, the name and address of the contact person to whom all correspondence should be addressed, and the names and primary responsibilities of each member of the development team.
- Relevant Project Experience – the proposal must include examples of relevant project experience for the consulting team. Examples provided should demonstrate how the scope, scale, and context of the project is relevant to the Coastal Resiliency Plan as described in the Scope of Services section above. In addition to understanding Beverly's current situation, the following types of relevant project experience must be demonstrated:
 - Mapping Ability/LIDAR Processing – Demonstrate proficiency in creating and interpolating digital elevation models using LIDAR datasets in a GIS. Exhibit experience utilizing advanced geoprocessing tools for surface, spatial, and 3D analysis.
 - Utility Assessment - Demonstrate strong experience in the evaluation of existing systems, water, sewer, transportation, electric, gas, telecommunications, cable, and fiber optics, for capacity, efficiency, resiliency and suitability for sustaining current users and encouraging future economic development.
 - Understanding of the coastal environment – Demonstrate familiarity working in a dynamic coastal environment.
 - Vulnerability Assessment/Mapping/Planning – Provide an example of the ability to map, model, and visualize inundation and sea level rise scenarios for vulnerable infrastructure within communities similar to Beverly. Demonstrate an understanding of different types of coastal inundation and geographic coastal terminology.
 - Resiliency Training – demonstrate the ability to discuss climate change with the public
 - Public Engagement Experience – Provide examples of innovative and engaging public outreach efforts that are appropriate for this project.
 - Understanding the Commonwealth's grant funded programs
- References – provide at least three (3) references letters with the name of the municipality/company, contact person, telephone number and work description of

representative the projects for which the proposer has performed services similar to the scope of this RFP within the past five years.

- Proposed Scope – A detailed explanation of the proposer’s approach to this project: methodology, demonstrated understanding of the scope of work and completion deadline, and the proposer’s expectations of assistance and services from the City. A technical work plan and project timeline should be included that clearly addresses each scope element consistent with the objectives of this RFP.
- Example – Provide an example visualization of inundation and sea level rise scenario (8 ½ by 11 or 11 x 17).
- Public Outreach Plan – A detailed discussion of the proposed public outreach strategy, including methods utilized during public meetings to inform and engage participants.
- Project Timeline – Proposed timeline identifying critical path targets and time allocated to each task in the context of the total timeframe for which performance of the scope of services are carried out.
- Terms and Conditions - Description of requested exceptions to the Terms and Conditions.
- Budget – The estimated overall project budget shall not exceed \$90,000. The budget should itemize, at a minimum, cost of personnel (broken down by hours and labor for each task), administrative, travel, and deliverables.

SELECTION PROCESS

Rule for 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.

Evaluation Committee and Process

The City of Beverly will appoint an Evaluation Committee for the purposes of evaluating responses to this RFP. The Committee will be responsible for determining whether any or all proposals should be rejected in the best interest of the City, and for recommending to the Mayor, as the City’s Chief Procurement Officer, which proposal, in its collective opinion, is the most advantageous proposal to the City.

The City reserves the right to reject all proposals and to not enter into a contract to prepare the Waterfront Resiliency Plan.

EVALUATION OF PROPOSALS

The following criteria will be used to rate the proposals:

1. Completeness and quality of the proposal:

- a. *Highly Advantageous:* The proposal contains a clear and comprehensive plan that addresses and/or complies with all of the core elements, project objectives, and required submissions stated in the RFP.
 - b. *Advantageous:* The proposal contains a clear plan that addresses and/or complies with most of the elements, is generally consistent with the project objectives, and/or required submissions stated in the RFP.
 - c. *Not Advantageous:* The proposal does not contain a clear plan that addresses and/or complies with most of the core elements and required submissions stated in the RFP.
2. Experience of Project Manager and Key Staff
- b. *Highly Advantageous:* The project manager must have more than 10 years of experience, is a certified planner, and have worked with industry organizations demonstrating a deep understanding of resiliency issues. A highly advantageous project manager will also be a Massachusetts registered professional engineer. The remaining members of the interdisciplinary team shall hold registrations in their respective disciplines.
 - c. *Advantageous:* The project manager must have at least 10 years of experience, is a certified planner and have worked with industry organizations demonstrating an understanding of resiliency issues. The remaining members of the interdisciplinary team shall hold registrations in their respective disciplines.
 - d. *Not Advantageous:* The project manager has general planning experience but lacks experience in resiliency planning.
3. Quality and depth of project experience:
- a. *Highly Advantageous:* The project proposal demonstrates solid experience in providing services related to the City's requirements. The project proposal demonstrates a wide depth and range of experience with similar relevant projects (5 projects), and prior experience with municipal, or other public not-to-exceed or fixed-fee contracts. Highly advantageous experience also includes the ability to manage a grant funded project. Ability for services to be provided by an interdisciplinary firm preferred.
 - b. *Advantageous:* The project proposal demonstrates solid experience in providing services related to the City's requirements. The project proposal

demonstrates a good depth of experience with similar relevant projects (less than 5), and prior experience with municipally funded not-to-exceed or fixed-fee contracts.

- c. *Not Advantageous:* The proposer has limited experience in providing services related to the City's requirements or with similar projects (less than 3), and prior experience with public, not-to-exceed or fixed fee contracts.
4. Quality and detail of proposed public participation process that achieves the goals of this RFP:
 - a. *Highly Advantageous:* A clear and comprehensive public outreach strategy and innovative methods for community engagement that are aligned with the public engagement and educational component of this RFP.
 - b. *Advantageous:* A clear public outreach and community engagement strategy that is generally aligned with the public engagement and educational objectives of this RFP.
 - c. *Not Advantageous:* General description of the public outreach and community engagement strategy that doesn't clearly demonstrate public engagement and educational objectives of this RFP will be met.
 5. Level of experience of project to successfully carry out the proposed public participation process and ability to meet the public engagement goals of the project:
 - a. *Highly Advantageous:* The team has experience in designing and implementing a complex public participation process in at least two communities.
 - a. *Advantageous:* At least one member of the team has been involved in facilitating a public participation process associated with a major planning study.
 - b. *Not Advantageous:* None of the members of the professional team has experience in developing and implementing a strong public participation process.
 6. Evaluation of References:
 - a. *Highly Advantageous:* All of the proposer's references indicate that the projects were completed and operated satisfactorily and on schedule or with minimal, insignificant delays.

- b. *Advantageous:* Only one of the proposer's references indicates that the project was completed and/or operated unsatisfactorily, or with substantial delays attributable to the proposer.
- c. *Unacceptable:* Two or more of the proposer's references indicate that the project was completed and/or operated unsatisfactorily, with substantial delays attributable to the proposer.

OTHER GENERAL RFP PROVISIONS

Should the proposer find a discrepancy in, or omission from, the general terms and conditions or instructions to proposers, or should there be any doubt as to their meaning, proposers shall notify the Purchasing Department in writing at least seven (7) calendar days prior to the deadline for submission of responses for clarification. No oral interpretations shall be considered valid.

Any person, firm, or corporation desiring to submit a proposal for the CHP shall be responsible for examining the terms and conditions of this RFP and shall judge for themselves all of the circumstances and conditions affecting their proposal. Failure on the part of any proposer to make such examination or to thoroughly investigate and research existing conditions shall not be grounds for any declaration that the proposer did not understand the conditions of the RFP or of their proposal. Any requests for changes shall be submitted with the Proposal.

Written addenda are the sole source of correction or change to the RFP, and if any are required they shall be sent in writing to all individuals and/or firms registered with the Purchasing Department.

The City reserves the right to require the consultant team of one or more respondents to appear before the Evaluation Committee for an oral presentation of the proposal.

The City of Beverly reserves the right to extend the deadline for submission of proposals, to request supplementary information and to negotiate the most favorable contract on behalf of the City. The City further reserves the right to reject any and all proposals, waive any defects, informalities, and minor irregularities, and make such award or act otherwise as it may deem in its best interest.

PRICE PAGE

DO NOT INCLUDE THIS PAGE WITH YOUR NON-PRICE PROPOSAL SUBMITTALS

**City of Beverly
Waterfront Resiliency Consultant**

FEE PROPOSAL FORM

(To be submitted ONLY in Envelope marked Price)

The undersigned hereby submits a price proposal to perform the services outlined in the Request for Proposals for the City of Beverly Waterfront Resiliency Consultant. The price proposal **must not** exceed \$89,981. **Submitting a proposal that exceeds \$89,981 will result in your proposal being rejected.**

Proposer: _____

Address: _____

Signature

The PROPOSER hereby agrees to deliver the complete scope of services as outlined in this Request for Proposals for the total amount of: \$ _____
In numerals

In words

In the event of any addition or deletion to the scope of work, the following prices shall be used to determine any such addition or deletion to the contract value. These amounts shall not be used to determine the lowest priced Proposer.

Blended Personnel Hourly Rate: \$ _____

Administrative Hourly Rate: \$ _____

Please take note: the City of Beverly will not pay Proposers for Travel Time.

Purchasing Office
Beverly City Hall
191 Cabot Street, Beverly, MA 01915

August 29, 2016

GENERAL CONDITIONS AND INSTRUCTIONS

- 1) The City of Beverly reserves the right to reject any or all bids, accept any bid, or divide the award as deemed in the best interest of the City of Beverly, or to waive any informality in bids.
- 2) Each bid should give the full business address of the bidder and be signed by him/her with his/her usual signature. Bids by partnerships should be signed with the partnership name by one of the members of the partnership, followed by the signature and designation of the person signing. Bids by corporation should be signed with the name of the corporation followed by the signature of the person authorized to bind the matter.
- 3) Erasures or other changes in the bids must be explained or noted over the signature of the bidder.
- 4) Time, in connection with discount offered, shall be net 30 days for properly submitted invoices. Any invoices not correctly identified shall be returned to the vendor for correction.
- 5) Bids must be enclosed in a sealed envelope(s) marked to identify the bid on the outside per this solicitation, and filed in the office of the of Purchasing Agent on or before the time and place stipulated in the bid, at which time they will be publicly opened and read.
- 6) Samples of items, when required, must be submitted prior to the openings of bids at no expense to the City of Beverly. If not destroyed by testing, they will be returned at the bidder's request and expense.
- 7) A bidder has the right to withdraw his/her bid any time prior to the time fixed for opening.
- 8) Bids must be submitted on this form, unless otherwise specified or will be considered informal.
- 9) It is agreed that if this proposal be accepted and the bidder fails to comply with the terms of his/her bid or shall fail to contract as required within the time limit specified, the City of Beverly may, at its option, determine that the bidder has abandoned his/her bid, and thereupon this proposal and acceptance thereof shall become null and void.
- 10) The successful bidder will receive copies of a contract for their signatures. After signing and returning, the Mayor will sign the contracts and one copy a will be returned to bidder as Notice of Award and will thereupon constitute a binding contract between the City of Beverly and the bidder. **NO PAYMENTS CAN BE MADE WITHOUT AN EXECUTED CONTRACT!**
- 11) Quantities indicated are the City of Beverly's best estimate for quantities that may be utilized during the contract period. The City of Beverly does not guarantee that the estimated quantity is the quantity that will be utilized during the contract period.
- 12) Where applicable, wage rates are subject to the minimum wage rates as per M.G.L., Chapter

149, section 26 to 27F inclusive.

- 13) *Minority Business Enterprises*: Minority business enterprises have full opportunity to submit Bids in response to this Advertisement and will not be discriminated against on the grounds of race, color, sex, religion or national origin in consideration for an award. All requirements of the Beverly Equal Opportunity Policy are in effect for this contract. Policy is available for viewing at the Office of the Director of Purchasing
- 14) *Contract Award* - Award of Contract(s) shall be to the responsible and responsive bidder(s) with the best bid(s) **and if applicable** best delivery date per this solicitation. The City may award multiple contracts under this bid.
- 15) *Contract length* - The contract shall be for one (1) year from the date of the award. This contract may be extended under the same terms and conditions for a maximum of two (2) additional one (1) year terms at the sole discretion of the City and upon approval of the appropriation.
- 16) The bidder shall provide evidence of insurance in accordance with INSURANCE REQUIREMENTS for the City of Beverly (attached if applicable) before commencing work.
- 17) Submittal requirements:
 - a) Non-collusion and Tax Form (Bid Certification)
 - b) Bid Sheets
 - c) Bid bonds (If applicable)
 - d) Massachusetts Highway Department Certification (If applicable)
- 18) All contract awards are subject to an appropriation for the good or service that is the subject of this bid package.
- 19) Where applicable, all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (“OSHA”) that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.



CITY OF BEVERLY
DEPARTMENT OF
PROCUREMENT & CONTRACT ADMINISTRATION
191 Cabot Street
Beverly, Massachusetts 01915

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

- A. (Corporate Name) shall purchase and maintain such insurance as will protect him from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage which might arise from and during operations under this contract, whether such operations be by himself or by a Subcontractor or anyone directly or indirectly employed by either of them.
- B. (Corporate Name) shall not commence work under this Lease until he has obtained all insurance required herein nor until such insurance has been approved by the Owner. (Corporate Name) shall not allow any Subcontractor to commence work until the insurance required of the Subcontractor has been obtained and approved.
- C. Subcontracts: (Corporate Name) shall either (1) require each Subcontractor to procure and to maintain during the life of his Subcontract, Subcontractor has General Liability and Property Damage Insurance of same type and in such manner as specified herein, or (2) Insure activities of his Subcontractors on his own policy.
- D. All insurance required by this Document shall be provided by a Best "A+ VIII" rated company, or companies, authorized to do business in the Commonwealth of Massachusetts and satisfactory to the owner and shall be written for not less than any limits of liability specified herein, or required by law, whichever is greater.
- E. Certificates: Certificates of Insurance acceptable to the owner shall be submitted in triplicate to the Owner simultaneously with the auction of the Lease Agreement. Certificates shall indicate that broad form Contractual Liability coverage is in force, as well as deletions of the XCU exclusions. Certificates shall contain a provision that the insurance company will notify the Owner by registered mail at least (60) calendar days in advance of any cancellation, non- renewal, change or expiration of the policies. Certificates shall include description of coverage, effective

dates and expiration dates of policies and shall clearly indicate all exclusions (other than standard policy form exclusions contained in the basic policy) which will be added to the policies provided.

- F. Deductibles: In the event of paid claims, (Proposer) shall bear costs of any amounts deductible.
- G. The Owner shall be named as additional insured under all policies.

COVERAGE AND LIMITS

A. Workers' Compensation Insurance:

The Contractor shall maintain and cause all subcontractors and lower tier contractors to maintain Workers Compensation and Employers Liability Insurance in accordance with the law and regulations of the Commonwealth of Massachusetts. The limits of liability provided shall be as follows:

Coverage A:	Statutory
Coverage B:	\$500,000/\$500,000/\$500,000

B. (Corporate Name) Liability Insurance

(Corporate Name) shall purchase and maintain Commercial General Liability Insurance and cause all subcontractors and lower tier contractors to maintain the same throughout the term of the Lease. Commercial General Liability Insurance must be included with all applicable broad form endorsements. Such insurance shall be on the 1986 standard insurance Service Office occurrence coverage form (or any later amendments or revisions thereto).

Limits of liability to be provided shall be as follows:

Bodily Injury and Property Damages	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Medical Payments	\$ 10,000

Coverage shall specifically include blanket contractual liability covering Contractor's indemnity obligations as contained in this Document. The City of Beverly must be added as an additional Insured as their interest may appear.

C. Business Automobile Liability:

The Contractor shall maintain and cause all subcontractors and lower tier contractors to maintain business automobile liability insurance covering all owned, non-owned, leased, rented and hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage: \$1,000,000 per occurrence

Automobile physical damage coverage shall be at the option of (Corporate Name), all subcontractors and lower tier contractors. The Owner shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

The City of Beverly must be added as an additional insured as their interest may appear.

D. Umbrella or Excess Liability

Umbrella or Excess Liability shall be provided in excess of the primary limits of liability required above. Coverage shall be at least as broad as provided in the primary coverage required. The limits of liability to be provided shall be as follows:

\$2,000,000 per occurrence Bodily Injury and Property Damage
\$2,000,000 per occurrence Personal Injury and Advertising Injury
\$2,000,000 General Aggregate
\$2,000,000 Products and Completed Operations Aggregate

INDEMNIFICATION

The Contractor shall take responsibility for the work and take all precautions for preventing injuries to persons and property in or about the work and shall bear all losses resulting to it on account of amount or character of the work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out the Contract. The Contractor shall assume the defense of, and indemnify and save harmless, the Designer, the Owner, and their officers and agents from all claims relating to labor performed or furnished and materials used or employed for the work: to inventions, patents and patent rights used in and in doing the work unless injuries to any person or corporation received or sustained by or from the Contractor and its employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and its employees therein.