

TOWN OF NORTH ANDOVER



REQUEST FOR PROPOSALS SHARED SERVICES STRATEGIC PLANNING SERVICES

October 24, 2024

Contact	Laurie Burzlaff, Assistant Town Manager/Director of Operations
Address	120 Main Street North Andover, MA 01845
Telephone Number:	978-688-9510
Email	lburzlaff@northandoverma.gov

1. Introduction

The Town of North Andover is soliciting proposals for Strategic Planning services for the Middlesex-Essex Public Health Collaborative, established through a Shared Services Agreement (“The Collaborative”). The Town of North Andover is acting as the fiscal agent for the Collaborative. Qualified vendors are requested to submit their proposals to the Assistant Town Manager/Director of Operations at Town Hall, 120 Main Street, 2nd floor, North Andover, MA, in accordance with the instructions contained within this Request for Proposals (RFP). The Collaborative consists of the following communities: North Andover, Andover, Reading, North Reading, Haverhill and Lynnfield.

The Town of North Andover may cancel this RFP or reject in whole or in part any and all proposals, if they determine that cancellation or rejection serves the best interest of the Town of North Andover.

2. Pre-Proposal Conference/Briefing

There will be no pre-proposal submission conference/briefing for this project

3. Submission Deadline and Instructions

Qualified persons or firms are requested to submit proposals in a sealed envelope marked “SSA Strategic Planning Consulting Services” with the applicant’s name and address on the front. Applicants should provide one (1) signed original proposal and four (4) copies. Fax or electronic submissions will not be accepted.

A complete and all-encompassing pricing proposal sheet (Appendix A) is to be submitted in a separate sealed envelope marked “Pricing Proposal”.

Applicants must also execute and include in the sealed submission the Certificate of Vote, Certificate of Non-Collusion, and the Certificate of Tax Compliance. The Town of North Andover, through the Town Manager, is the awarding authority and reserves the right to reject any and all proposals or parts of proposals; to waive any defects, information, and minor irregularities; to accept exceptions to these specifications; and to award contracts or to cancel this Request for Proposals if it is in the Town of North Andover’s best interest to do so.

Proposals must be signed as follows: a) if the bidder is an individual, by her/him personally; b) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and c) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

All sealed proposals must be received and registered by the Town Manager’s office by November 28, 2024 at 2:00 p.m. All outer envelopes must be labeled “SSA Strategic Planning Consulting Services” and mailed or hand delivered to the following address:

Laurie Burzlaff, Assistant Town Manager/Director of Operations
North Andover Town Hall
120 Main Street
North Andover, MA 01845

No proposals will be accepted after the time and date noted. Late delivery of materials due to any type of delivery system shall be cause for rejection. If on the date and time of the submittal deadline the Town Hall is closed due to an uncontrolled event such as fire, snow, ice, wind or building evacuation, the submittal deadline will be postponed until 2:00 p.m. on the next normal business day.

4. Questions or Addendum

Questions concerning this RFP must be submitted in writing to: Laurie Burzlaff, Director of Administrative Services, North Andover Town Hall, 120 Main Street, North Andover, MA 01845, or they may be emailed to lburzlaff@northandoverma.gov. All questions/inquiries must be received by 4:30PM on November 20, 2024 to be considered. Questions/inquiries may be mailed or emailed. Written responses will be posted on the Town's website (www.northandoverma.gov) in "Bids and Proposals" by November 21, 2024 at 2:00 pm.

If any changes are made to this RFP, an addendum will be posted on the Town's website in "Bids and Proposals". It is the sole responsibility of the bidder to ascertain the existence of any addenda and/or modifications issued by the Town. As this RFP has been published on the Town's website (www.northandoverma.gov) all bidders are responsible for checking the website for any addenda and/or modifications that are subsequently made to this RFP.

The Town accepts no liability for and will provide no accommodations to bidders who fail to check for amendments and/or modifications to this RFP and subsequently submit inadequate or incorrect responses. Bidders may not alter (manually or electronically) the RFP language or any RFP component files. Modifications to the body of the RFP, Scope of Work, terms and conditions, or which change the intent of this RFP are prohibited and may disqualify a response.

All proposals submitted in response to this RFP shall remain firm for sixty (60) days following the submittal deadline. It is anticipated that the contract will be awarded within thirty (30) days after the submittal deadline.

Bidders are not to communicate directly with any employee of the Town of North Andover or SSA Advisory Board Members, except as specified in this RFP, and no other individual employee or representative is authorized to provide any information or respond to any questions or inquiry concerning this RFP.

Bidders may contact the Contact Person for this RFP in the event this RFP is incomplete or the bidder is having trouble obtaining any part of the RFP electronically through the Town website (www.northandoverma.gov), including, and without limitation the form and attachments.

Bidder with disabilities or hardships that seek reasonable accommodations, which may include the receipt of RFP information and/or addenda and/or modifications in an alternative format, must

communicate such requests in writing to the contact person, and reasonable accommodation will be made by agreement with the contact person on behalf of the Town of North Andover.

5. Modifications to Proposal

A vendor may correct, modify, or withdraw a proposal by written notice received by the Town prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled “Modification No. ____.” Each modification must be numbered in sequence, and must reference the original RFP.

6. Scope of Work

The successful consultant must provide the services listed below:

A. Facilitate a Strategic Planning process for the The Collaborative

The Strategic process shall be done in partnership with input from the Advisory Board Members, municipal staff as needed, and Shared Service Agreement (SSA) staff and consultants.

Components of the Strategic Plan shall include the following headings:

- Executive Summary
- Mission and Vision
- Environmental Analysis / SWOT
- Goals, Priorities and Strategies
- Financial plan/sustainability
- Evaluation
- Staffing /operational plan

B. Affirm Mission, Vision and Core Values

The consultant shall facilitate a process to affirm or modify existing Mission, Vision, and Core Values to align with the goals of the Shared Service Agreement and reflects a collective interest and intent of all municipalities within The Collaborative.

C. Conduct an Environment Analysis / SWOT, in partnership with the Collaborative Members of the SSA

Within the Strategic Planning Process, the consultant shall conduct an assessment of the current status of the Collaborative membership. The assessment shall include the Strengths, Weaknesses, Opportunities, and Threats of the Collaborative membership. The analysis shall also identify opportunities for collaboration among and between the Collaborative membership. The consultant shall include, as part of the analysis, input from current regional staff, including SSA Coordinator, Health Inspector, and Public Health Nurse. Additional input shall be gathered from regional epidemiologists. The opportunity section shall consider

common permitting for food trucks, camps, and other commonly permitted processes, data collection and communicable disease investigation.

The analysis/assessment shall be presented to the Advisory Board within three months of the contract start date.

- D. The consultant shall review and assess completeness of the Collaborative's Capacity Assessment Result Toolkit (CART) and individual community responses to incorporate improvement recommendations in the Strategic Plan.

The consultant shall review and assess the Collaborative's CART to determine if the document accurately reflects current work and data collection. The assessment results and recommendations for improvement shall be reported to the SSA Advisory Board and shall be incorporated into the final written Strategic Report.

- E. Submit a written Strategic Plan document, including infographics, and present findings to the Collaborative Advisory Board

The Consultant shall be available as needed to attend the Collaborative meetings at which decisions will be made regarding strategic planning advancement. The purpose of this task is to advise the Advisory Board regarding the progress of the process. When required, the Consultant shall submit a written opinion to the Advisory Board. A final report will be submitted to the Advisory Board on or before April 11, 2025.

F. Reporting

The consultant shall report to the Advisory Board, or its designee. The consultant shall work closely with the Shared Services Coordinator to schedule facilitated meetings.

7. Minimum Criteria

- A. The Consultant is to provide a narrative describing the business. The narrative is to include:
 - 1. An outline of the Consultant's method for services (see Scope of Work for criteria);
 - 2. Name(s) of Principal (attach resumes);
 - 3. Names of persons that may be working on this project listing each person's experience in the respective area (attach resume);
 - 4. Number of similar services conducted by Consultant in the past three (3) years; and
 - 5. Where another firm or consultant is being used for additional expertise, identify the firm's or consultant's name, the personnel to be utilized, and the relevant experience of those personnel.
- B. Consultant shall have a staff with a thorough working knowledge of facilitating strategic planning process, and experience doing scope of work for municipalities, collaboratives, or shared service agreements in Massachusetts.

- C. Consultant shall provide a narrative on their working knowledge of Shared Services Agreements, State Action for Public Health Excellence, and 2019 Blueprint for Public Health Excellence.
- D. Consultant shall submit a complete list of all municipal contracts performed in Massachusetts in the past two (2) years that are similar in scope to this project with contact names and telephone numbers.
- E. Consultant shall have at least four (4) years of experience working with municipalities or collaboratives and three (3) years of experience working with Massachusetts municipalities.
- F. Submission of required statements and forms.

8. Comparative Evaluation Criteria

All proposals meeting the minimum criteria/qualifications will then be evaluated based upon the specific comparative evaluation criteria. The following point schedule will be utilized:

<i>Highly advantageous</i>	5 points	Response excels on the specific criterion
<i>Advantageous</i>	3 points	Response meets evaluation standard for the criterion
<i>Least Advantageous</i>	1 point	Response does not fully meet the criterion or leaves a question or issue not fully addressed
<i>Does Not Meet</i>	0 points	Does not address the criterion

A. Experience with strategic planning for collaborations:

- ◆ Consultant with six (6) or more years of experience facilitating Strategic Planning process with municipal collaboratives, will be considered Highly Advantageous (5 points)
- ◆ Consultant with at least five (5) years but less than six (6) years of experience facilitating Strategic Planning process with municipal collaboratives,, will be considered Advantageous (3 points)
- ◆ Consultant with at least four (4) years but less than five (5) years of experience facilitating Strategic Planning process with municipal collaboratives,, will be considered Least Advantageous (1 point)
- ◆ Consultant with less than four (4) years of experience facilitating Strategic Planning process with municipal collaboratives, will be considered as Does Not Meet minimum requirements (0 points)

B. Experience with Shared Services Agreements, State Action for Public Health Excellence, and 2019 Blueprint for Public Health Excellence

- ◆ Consultant that has more than three (3) years of experience with Shared Services Agreements, State Action for Public Health Excellence, and 2019 Blueprint for Public Health Excellence will be considered Highly Advantageous (5 points)
- ◆ Consultant that has at least two (2) years but less than three (3) years of experience with Shared Services Agreements, State Action for Public Health Excellence, and 2019 Blueprint for Public Health Excellence will be considered Advantageous (3 points)
- ◆ Consultant that has designed less than two (2) years of experience with Shared Services Agreements, State Action for Public Health Excellence, and 2019 Blueprint for Public Health Excellence will be considered Least Advantageous (1 point)
- ◆ Consultant has no experience with Shared Services Agreements, State Action for Public Health Excellence, and 2019 Blueprint for Public Health Excellence will be considered as Does Not Meet minimum requirements (0 points)

C. Quality of Written Materials: Responses will be reviewed in conjunction with any materials provided to determine relative quality, readability and responsiveness to RFP:

- ◆ Proposals that organize their response according to the minimum and comparative criteria in the RFP, make it easy to evaluate the response, and communicates the manner in which the consultant will address the scope of work will be considered Highly Advantageous (5 points)
- ◆ Proposals that communicates the manner in which the consultant will address the scope of the work but do not organize their response according to the minimum and comparative criteria will be considered Advantageous (3 points)
- ◆ Proposals that simply reiterate the preliminary scope of services or do not demonstrate an understanding of project, and/or have multiple spelling and/or grammatical errors will be considered Least Advantageous (1 point)

10. Method for Award

The contract will be awarded to the responsible and responsive vendor submitting the most advantageous proposal taking into consideration all evaluation criteria as well as price, reference checks, and interviews. Procedures under this request require separate and confidential submission of pricing and technical proposals. Technical proposals will be evaluated without knowledge of prices by a committee appointed by the Chief Procurement Officer. The Chief Procurement Officer will determine the most advantageous proposal after taking into

consideration the evaluation of technical proposals made by the committee together with a consideration of prices and references.

The Town will begin fee negotiations with the top ranked firm or individual. If unsuccessful in the negotiations, the Town may attempt to negotiate with the next higher scoring respondent (and repeat that process) until successful. If negotiations with one or more of the finalists prove unsuccessful, the Town may reject all responses and may choose to re-advertise for the services if deemed in the best interest to do so.

11. Term of Contract

The successful bidder will be required to execute the standard Town of North Andover contract as attached.

12. contract value

The value of this contract shall not exceed \$15,000.

CONTRACT NO. _____

VENDOR NO. _____

SERVICE CONTRACT WITH THE TOWN OF NORTH ANDOVER

THIS CONTRACT made and entered into this __ day of _____, 2024, by and between _____, a domestic profit corporation duly authorized by law and having a principal place of business at _____, hereinafter called “CONTRACTOR”, and the and the TOWN of North Andover, (“TOWN”) a municipal corporation duly established by law and located at 120 Main Street, North Andover, Essex County, Commonwealth of Massachusetts.

WHEREAS, the TOWN issued its Invitation for Bids dated_____ for _____, and;

WHEREAS, the CONTRACTOR represents that it is duly qualified in this field, and has agreed to perform the services requested by the TOWN; and

WHEREAS, the TOWN has accepted the CONTRACTOR'S proposal subject to the conditions and agreements herein contained;

NOW, THEREFORE, IT IS AGREED by and between the Parties as follows:

-1-

The CONTRACTOR agrees that it will provide _____ as described in accordance with the Invitation for Bids, Specifications, and the Bid. The Invitation for Bid, the Specifications, the Bid, all required Certifications, all Insurance Binders, and the Schedule of Minimum Wage Rates, are incorporated herein and made a part of this CONTRACT.

The CONTRACTOR will report to the signatory Department Head of this CONTRACT.

-2-

The Contract Period will commence on _____, 2024 and terminating _____. Any extensions of time must be by written NOTICE per paragraph 21 from the TOWN, and are at the sole discretion of the TOWN.

-3-

Total payments under this CONTRACT shall not exceed _____ DOLLARS. This Contract is expressly subject to and contingent upon an appropriation of funds.

-4-

The TOWN agrees to use best efforts to pay for services within thirty (30) days of receiving an invoice, so long as all services provided are sufficiently detailed in the invoice, and that the invoice has filed with the contracting department. Any payment under this Contract shall not constitute or be deemed a waiver, relinquishment, release, or abandonment of any claim which the TOWN may have against the CONTRACTOR for breach of this Contract.

-5-

The CONTRACTOR agrees that no obligation shall be considered to have incurred under this CONTRACT unless and until a purchase order shall have been duly issued and approved. And further, that the obligation incurred shall be limited to the amount set forth in purchase order or purchase orders duly issued and approved.

-6-

The CONTRACTOR states that it is qualified, and is in all relevant aspects, in good standing. The CONTRACTOR certifies that performance under this Contract will meet ethical business standards and good stewardship of taxpayer and public funding to prevent waste or abuse.

-7-

The CONTRACTOR shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's Compensation (MGL c.152), Public Liability, and Property Damage Insurance, including contractual liability coverage. All insurance shall be for policy limits acceptable to the TOWN; all required insurance shall be certified by a duly authorized representative of the insurers on the "MIIA" or "ACORD" Certificate of Insurance form (incorporated into and made a part of this agreement); and before commencement of work hereunder the CONTRACTOR agrees to furnish the TOWN with certificate(s) of insurance or other evidence satisfactory to the TOWN. The certificates shall contain the following express obligations: "In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder. Where notice is not provided by CONTRACTOR's insurer, the notice will be provided by the CONTRACTOR." The TOWN shall be named as an additional insured under each policy or policies, except Workers' Compensation.

For the purpose of the Contract, the CONTRACTOR shall carry the following types of insurance in at least the limits specified below.

Workers' Compensation – the required statutory amount

Employer's Liability – \$500,000

Bodily Injury & Property Damage Liability Except Automobile – \$500,000

Automobile Bodily Injury & Property Damage Liability – \$1,000,000 combined single limit for each accident.

Excess Umbrella Liability – \$5,000,000 for each occurrence

-8-

It is further agreed by the CONTRACTOR that, in the event the TOWN is sued in a court of law or equity, or demand is made upon the TOWN for payment of any damages arising out of the CONTRACTOR'S performance or non-performance of this Contract, then the CONTRACTOR, without reservation, shall indemnify and hold harmless the TOWN against any and all claims arising out of the CONTRACTOR'S performance or non-performance of the CONTRACT.

To the full extent permitted by law, no official, employee, agent or representative of the TOWN of North Andover shall be individually or personally liable on any obligation of the TOWN under this Contract.

-9-

This Contract is subject to all laws of the Commonwealth of Massachusetts, federal, state and local, which are applicable to this Contract or work with a public entity; and it is presumed that the CONTRACTOR is cognizant thereof. Any and all proceedings or actions relating to the subject matter herein shall be brought and maintained in the courts of the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

-10-

The CONTRACTOR agrees to comply with all the provisions of General Laws, Chapter 30B and all related sections, including amendments thereto, in performing all work under this CONTRACT, and the provisions of said sections are made a part of this CONTRACT and are to be considered as covenants, terms and conditions hereof as though all the provisions were specifically incorporated herein, and the provisions of the said sections shall apply even though it may appear they are not applicable to the work of the type to be performed under this CONTRACT.

-11-

The CONTRACTOR will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws c.151, §1, et seq. (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The CONTRACTOR will, if applicable, comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws c.149 (Prevailing Wage), and shall be in force and as amended. The CONTRACTOR will, if applicable, submit certified weekly payrolls to the TOWN in accordance with MGL c.151, §1, et seq. The wage rate schedule attached to the bid or solicitation shall be made a part of this contract, and shall continue to be the minimum rate or rates of wages during the life of the contract as updated yearly unless adjusted by the Commonwealth. The CONTRACTOR shall cause a copy of said schedule to be kept posted in a conspicuous place during the life of the contract.

-12-

The CONTRACTOR will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws c.151B (Law Against Discrimination) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

The CONTRACTOR shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law.

-13-

The CONTRACTOR shall give its personal attention constantly to the faithful performance of the work and shall not assign or delegate, in whole or in part or otherwise transfer any liability, responsibility, obligation, duty or interest under this Contract without the written approval of the TOWN.

-14-

It is further agreed that the TOWN may terminate this CONTRACT without cause, upon fourteen (14) days' written notice to the other party, sent by certified mail, to the usual place of business of the other party. The TOWN may also terminate this CONTRACT at any time for cause.

-15-

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.

-16-

It is understood and agreed by the TOWN and the CONTRACTOR that a Contract Performance Record Form must be completed on this contract by the Department Head or his designee who is supervising this contract, and such Contract Performance Record Form must be submitted to the TOWN Manager, TOWN Accountant, and Purchasing Agent prior to release of final payment under this contract. If requested by the CONTRACTOR a copy of the Contract Performance Record Form shall be furnished to the CONTRACTOR.

-17-

The CONTRACTOR certifies that any and all taxes and municipal fees due and owing to the TOWN of North Andover have been paid in full.

-18-

All fees for TOWN permits or licenses required for these services shall be waived, but any additional fees for licenses and permits shall be the responsibility of the CONTRACTOR.

-19-

This contract is only binding upon, and enforceable against the TOWN if: 1) the Contract is signed by the TOWN Manager or her designee; 2) and endorsed with approval of TOWN Counsel as to form.

At any time during normal business hours, and as often as the TOWN may deem it reasonably necessary, there shall be available in the office of the CONTRACTOR for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

-20-

This instrument, and the other components of the contract documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein. Any Amendments to this Contract must be made in writing and executed by all signatories to the original Contract, prior to the effective date of the amendment.

-21-

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the CONTRACTOR shall be deemed sufficient if sent to the address set forth in the Contract and to the TOWN by being sent to the Town Manager, North Andover Town Hall at 120 Main Street, North Andover, Essex County, Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the CONTRACTORS and the said TOWN OF NORTH ANDOVER have hereto and to a duplicate and triplicate hereof, caused their corporate seals to be affixed and these presents, together with said duplicate and triplicate, to be signed in their name and behalf by their duly authorized officers the day and year first above written.

APPROVED:

CONTRACTORS

Melissa Murphy-Rodrigues
Town Manager, North Andover

By _____
Fed.I.D. or Social Security No.

APPROVED AS TO FORM:

TOWN OF NORTH ANDOVER

Christine P. O'Connor
Town Counsel

Department Head

Lyne Savage
Town Accountant

Date: _____

CERTIFICATIONS

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that our 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 natural person, business, partnership, corporation, committee, union, club or other organization, entity, or group of individuals.

Signature _____

Date _____

Print Name & Title

Company Name

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I

_____, authorized signatory for _____

Name of individual

Name of contractor

do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts, and the Town of North Andover, relating to taxes, permit or other fees, reporting of employees and contractors, and withholding and remitting child support.

Signature

Date

CERTIFICATE OF VOTE

At a duly authorized meeting the Board of Directors of the _____
held on _____ it was

VOTED, THAT

(Name) (Officer)

of _____ be and hereby is authorized to execute contracts and bonds in the
name and on behalf of said _____, and affix its corporate seal hereto; and
such execution of any contract or obligation in the name of _____ on its
behalf by such officer under seal of _____, shall be valid and binding upon
_____.

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

(Date) (Clerk)