

**The Salon @ Webster Senior Center  
Request for Proposal RFP  
May 15, 2018**

**Response Deadline: June 5, 2018**

Send Hard Copies and CD's to:  
**Town of Webster  
Senior Center Director  
5 Church Street  
Webster, MA 01570**

Pre-Bid Site Visit/Pre-Proposal Meeting will be held Wednesday, May 30, 2018 @ 10:00 a.m. at the Salon site located on the 2<sup>nd</sup> floor of the Webster Senior Center.

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the proposal and certify that I am authorized to submit this proposal.

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Authorize Signature (Print)

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Authorized Signature w Title

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Email Address

**I. Introduction**

The Town of Webster will receive sealed proposal for the management, operation, and leasing of the 132 sq. ft. (11' x 12') Salon facility located on the 2<sup>nd</sup> floor of the Webster Senior Center, 5 Church Street, Webster, MA 01570

NOTICE IS HEREBY GIVEN that Webster Senior Center's intent for this Request for Proposal is to obtain proposals and services of State Board licensed, qualified, and certified hair care professionals, stylists, and business owners. All offerors shall be able to provide professional services to operate the salon according to applicable State Health Licensing and local business permitting standards.

The site visit and pre-proposal meeting will be held at 10:00 a.m. on Wednesday, May 30, 2018 at the Salon site located on the 2<sup>nd</sup> floor of the Webster Senior Center, 5 Church Street, Webster, MA 01570. If you have additional questions please contact the Senior Center Director at 508-949-3845 or by email at [jtravis@webster-ma.gov](mailto:jtravis@webster-ma.gov).

**II. Scope/Statement of Work**

Operate and manage, consistent with State-Health and Licensing Standards, a full service hair salon located on the 2<sup>nd</sup> floor of the Webster Senior Center.

The scope of work includes, but is not limited to:

1. Providing personnel (licensed stylists, estheticians, etc.) to operate the facility
2. Hiring and managing personnel within the facility
3. Providing copies of all contracts between offeror and personnel to the Senior Center Director and the Town of Webster
4. Acquiring the appropriate licensure and required permits to operate and manage the salon facility
5. Cleaning the facility and providing safe, sanitary facility for hair care services
6. Issue a monthly report to the Senior Center Director detailing gross revenue and income
7. Issue an annual report to the Senior Center Director detailing annual income of the facility
8. Promptly communicate with the Senior Center Director any material information about the operation of the salon
9. Provide the Senior Center Director with such reports and information as may be usual and customary in the operation of a salon being managed and operated by one entity in a location provided by another

### **III. Response Requirements**

Written proposals shall include all of the information required in this Request for Proposals, and include any additional information that the respondent deems pertinent to the understanding and evaluation of the proposal.

#### **A. Respondent's Profile, Relevant Experience and Qualifications**

1. Company overview (including State of Incorporation and Certificate of Existence)
2. Address of the primary office
3. List of all offices and their addresses
4. Website address
5. Number of employees
6. Name of primary contact
  - a. Address
  - b. Telephone number
  - c. Email

7. Qualifications/experience of the primary contact and other pertinent personnel who would be assigned to this location
8. Primary services of assigned personnel
9. Number of years that the company has provided this service
10. Respondent must be currently licensed in the State of Massachusetts to operate a salon
11. Respondent must be insured with a minimum of one (1) million dollars liability – proof of insurance required

## **B. Scope/Statement of Work**

Vendors shall submit a description of how the services outlined in the scope of work will be provided

## **C. Proposed Income to Town of Webster**

All Respondents must provide a complete and detailed list of proposed income derived from use of this fully turn-key space to the Senior Center Director (including, but not limited to any of the following or combination thereof: revenue sharing, etc.)

## **IV. Submittal Format**

Respondents should submit three (3) hard copies of the proposal.

### **A. Cover Letter**

The response should contain a cover letter signed by a person who is authorized to commit the respondent to perform the work included in the proposal and should identify all materials and enclosures being forwarded in response to the RFP.

### **B. Executive Summary**

The purpose of the Executive Summary of the proposal is to provide a high-level description of the respondent's ability to meet the requirements of the RFP.

### **C. Respondent's Profile, Relevant Experience and Qualifications as outlined in Section III above**

### **D. Scope/Statement of Work as outlined in Section II above**

## **V. Oral and Written Qualification**

Respondents may be required to make oral presentations or written clarifications of their proposals to ensure a thorough mutual understanding of the proposed work. The Senior Center Director will initiate any requests for clarification.

## **VI. Timeline**

<b>Wednesday, May 30, 2018</b>	Pre-Bid Meeting
<b>Tuesday, June 5, 2018</b>	Proposals due by <b>10:00 a.m.</b>

## **VII. Selection Process**

The Senior Center Director and the Town of Webster will conduct a formal selection process to determine the best qualified respondent that meets the Senior Center needs. The Town Administrator, the Senior Center Director and the Director of the Office of Community Development will review all of the proposals and will determine the successful respondent and the income to the Webster Senior Center. The table below outlines criteria that will be considered in selecting a successful respondent.

Staff may invite short-listed respondents for interviews to help select the best proposal.

The highest rated respondent will enter into contract negotiations with the Senior Center and the Town of Webster.

When services and fees are agreed upon, the selected respondent will be recommended for approval. If negotiations are not successful, The Senior Center and the Town of Webster will enter into negotiations with the next rated respondent or respondents until an agreement for services and fees acceptable to the Senior Center and the Town of Webster and respondent are reached.

The RFP does not commit the Senior Center or the Town of Webster to pay for direct or indirect costs incurred in the preparation or presentation of a response. All respondents will pay the costs incurred in preparing their proposals, making presentations, participating in interviews and for travel and accommodations.

The Senior Center and the Town of Webster reserves the right to accept or reject proposals in part or in their entirety.

RFP Evaluation Criteria	Rating Percentage
Ability to perform requested Services	Max 40
<ul style="list-style-type: none"> <li>a. Respondent's qualifications to perform the job</li> <li>b. Respondent's Experience on Similar Jobs</li> <li>c. Qualifications of individuals who will perform the primary tasks</li> <li>d. Experience of individuals who will perform the primary Tasks</li> <li>e. Demonstrated understanding of the job and its goals</li> <li>f. Proposed methodology for performing the job as Described in Section II-Scope/Statement of Work</li> <li>g. Completeness of information for this section</li> </ul>	
Income	
<ul style="list-style-type: none"> <li>a. Proposed income to the Senior Center</li> </ul>	Max 40
Interview (Short-Listed Vendors)	Max 20
<ul style="list-style-type: none"> <li>a. Top vendors ranked for criteria 1 and 2 will be Short-listed and may be given the opportunity for an interview</li> </ul>	

## **VIII. General Information and Instruction**

### **A. Request for Proposal Process**

The RFP is not a bid. In the event that the Senior Center and Town of Webster elects to negotiate a contract and lease agreement with the successful respondent, any contract shall contain at a minimum the terms and conditions (or substantially the same terms and conditions) as hereinafter stated. The Senior Center and Town of Webster reserves the right, in its sole discretion to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selections, contract and lease negotiation rests solely with the Senior Center and the Town of Webster.

### **B. Questions**

Requests for additional information and questions must be submitted to:

Senior Center Director  
Webster Senior Center  
5 Church Street  
Webster, MA 01570

The Senior Center will not accept visits regarding this RFP. No interpretations shall be binding unless in writing from the Senior Center and the Town of Webster.

### **C. Confidentiality**

Unless otherwise required by law, and until the public opening of the proposals, all information, materials and other documents submitted by a respondent shall not be released or made available to any person or entity except the Senior Center and the Town of Webster representatives assisting in this process. Unless required by law, proprietary or financial information submitted to the Senior Center and the Town of Webster by a respondent will not be disclosed if the respondent visibly marks each part of the proposal that the respondent considers confidential, financial or proprietary information with the word "Confidential".

### **D. Respondent's Duty to Inspect, Advise and Declare All Costs**

Each respondent shall become fully acquainted with the Senior Center requirements and the scope of the services to be provided. Respondents have a duty to request any information from the Senior Center as it deems necessary to prepare the RFP. Such requests shall be made in compliance with Paragraph B of this section. No additional compensation will be permitted if it is based upon information that the respondent knew, or should have known, as part of the respondent's duty to become acquainted with the Senior Center's circumstances and requirements.

### **E. Proposal and Presentation Costs**

The Senior Center and the Town of Webster will not be liable in any way for costs incurred by respondents in preparation of their proposals in response to the RFP, in

the presentation of their proposals or for participation in any discussion or negotiations.

## **F. Submittal of Proposals**

All responses to this RFP must be clearly marked "Senior Center Salon RFP". A minimum of three (3) original hardcopies shall be submitted. All RFP's shall be submitted no later than at **10:00 a.m.** and shall be submitted to

**Senior Center Director  
Webster Senior Center  
5 Church Street  
Webster, MA 01570**

All late proposals will be rejected. The Senior Center and the Town of Webster is not responsible for late RFP's caused by delays in mail delivery or a delay in any other method of delivery.

## **G. Acceptance and Rejection**

Any proposal that do not conform to the essential requirements of the RFP shall be rejected. The Senior Center and the Town of Webster reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. The Senior Center and the Town of Webster also reserves the right to accept or reject any or all proposals received in response to this RFP and to negotiate separately with competing respondents. The Senior Center and the Town of Webster is not obligated to enter into any contract or lease on the basis of any submittal in response to this RFP. The Senior Center and the Town of Webster reserves the right to request additional information from any firm submitting under this RFP if the Senior Center or the Town of Webster deems such information necessary to further evaluate the firm's qualifications.

## **H. Acceptance Period**

Any proposal in response to this solicitation shall be valid for 120 calendar days. At the end of this time the proposal may be withdrawn at the written request of the respondent if no award has been made. If the RFP is not withdrawn at that time, the proposal in its entirety, including the price structure, shall remain in effect.

## **I. Conflict of Interest**

Respondents shall promptly notify the Town Clerk in the Town of Webster in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the respondent's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that such a person may undertake, and request an opinion of the Town Clerk in the Town of Webster as to whether the association, interest, circumstance would, in the opinion of the Town Clerk in the Town of Webster constitute a conflict of interest. The Town Clerk in the Town of Webster will respond to such notification by certified mail within thirty (30) days.

By submitting this proposal, the respondent certifies that it has no conflict of interest with any employee, agent, elected official or officer of the Town of Webster or any other conflict as may be set forth herein.

No direct or indirect contact with the Selectmen, Senior Center staff, Council on Aging, or Friends of the Senior Center or executive level members will be allowed. If such contact is made, the Senior Center and the Town of Webster reserves the right to reject the proposal.

#### **J. Collusion**

More than one proposal from an individual, firm partnership, corporation, association or related parties under the same or different names will not be considered. If the Senior Center or the Town of Webster believes that collusion exists among respondents, all proposals from the suspected firms will be rejected. "Related parties" means respondents or the principals thereof, which have a direct or indirect ownership or profit sharing interest in another respondent.

Respondents shall comply with all local, state, and federal directives, orders, and laws as applicable to this RFP and any resulting contract.

By responding to this RFP, respondents certify that the response is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item, and they certify the knowledge that this would constitute an illegal action.

### **IX. Terms and Conditions**

#### **A. Commencement of Services**

The successful respondent shall commence the operation and management of the Senior Center Salon as soon as practical after the award of the contract.

The RFP is not a bid. In the event the Senior Center Director elects to negotiate a contract and/or lease with the successful respondent, any contract shall contain at a minimum the terms and conditions (or substantially the same terms and conditions) as hereinafter stated. The release of this solicitation is no guarantee of an award of a contract. The Senior Center Director reserves the right, in its sole discretion, to accept, reject or cancel in part, or in entirety, any or all submissions. In addition, the Senior Center and the Town of Webster reserves the right to reissue, terminate, restructure, or amend the solicitation and/or procurement process, at any time. The final selection and contract negotiations rests solely with the Senior Center Director and the Town Administrator in the Town of Webster.

#### **B. Non-Discrimination**

The successful respondent will take affirmation action in complying with all federal, state and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

#### **C. Indemnification**

The respondent will agree to indemnify, defend, hold harmless and reimburse the Senior Center and the Town of Webster, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by respondent, its subcontractors, officers, agents and employees of any of the obligations under the contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The respondent will also agree to promptly notify the Senior Center and the Town of Webster of any civil or criminal actions filed against the respondent or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided. The Senior Center and the Town of Webster, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

#### **D. Ownership of Facility**

The location to be occupied by respondent and used by the respondent in any form whatsoever, is the property of Neighborhood of Affordable Housing (NOAH) and is sublet with specific contents by the Senior Center and the Town of Webster and shall not be used by the respondent for any purpose whatsoever except to perform the requested service.

#### **E. Termination**

The Senior Center and the Town of Webster may terminate the contract at any time upon any of the following grounds:

Failure by the Respondent to pay timely rental proceeds;

Failure by the Respondent to disclose total revenues earned at the location;

The Respondent fails to perform any of the services required in the contract; or for the convenience of the Senior Center or the Town of Webster's discretion for any reason whatsoever.

In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the respondent's sole and exclusive remedy is to be compensated for services rendered up to the date of termination calculated on a per diem basis using a 365-day calendar year. Force Majeure applies as a cause for termination.

#### **F. Whole Agreement**

The contract shall contain the entire agreement between the Senior Center and the Town of Webster and respondent. In order to be binding, any modification thereof shall be in writing and signed by the Senior Center Director and the respondent.

## **G. State Law Applicable**

The contract shall be construed in accordance with the laws of the State of Massachusetts. The respondent agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Worcester County, State of Massachusetts as to all matters and disputes arising or to arise under the contract and the performance thereof. The Senior Center and the Town of Webster may seek attorney's fees and the respondent agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by nor will be paid to the respondent.

## **H. Breach/Waiver**

The failure of either the respondent or the Senior Center or Town of Webster to insist upon performance of any provisions of the contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of the contract at any time. Waiver of any breach of the contract by the respondent or the Senior Center or the Town of Webster shall not constitute a waiver of a subsequent breach.

## **I. Severability**

In the event that any provision of the contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

## **J. Successorship**

The contract shall be binding upon the respondent and upon its successors and assignees. The contract shall be binding upon the Senior Center and the Town of Webster in accordance with its terms and provisions.

## **K. Sublease**

At no time can the respondent sublease the space as defined under this contract.

## **L. Telephone**

The respondent may request a telephone be installed in the Salon. If a telephone is installed in the salon there is a cost of \$40.00 monthly to maintain this line by the Senior Center.

The respondent will be responsible to book and coordinate all appointments for the Salon. The receptionists for the Senior Center will not be responsible to make appointments, cancellations, or changes to the respondent's schedule.

## **M. Hours of Operation**

The hours of operation for the Salon will be during the operating hours of the Senior Center which is M-F 8:00 a.m to 4:00 p.m.

## **N. State License for Facility**

The Senior Center and the Town of Webster will work with the State of Massachusetts and the Respondent to obtain the Salon operating license. The

Respondent is responsible for maintaining and renewing all personal licenses required to operate the Salon.

**O. Contract Duration**

This agreement shall remain in effect for one (1) year from its effective date. Thereafter, the agreement shall automatically renew in increments of one (1) year on the day after the anniversary date if agreed upon by both parties.

**P. Items Provided by the Senior Center Items not Provided by Senior Center**

a. Water/Sewer	a. Product
b. Electrical/Lighting	b. Towels
c. Stationary Hair Dryers	c. Washer/Dryer
d. Hydraulic Chair	d. Small appliances
e. Waiting Area	e. Combs/Brushes
f. Fixed items	f. Scissors/Clips/Bowls
a. Sink	
b. Cabinets	
c. Counters	