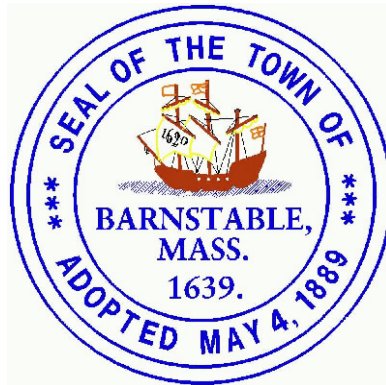


# **Town of Barnstable**

## **Alum Treatment of Mystic Lake**

### **Request for Proposal**



April 2, 2010

This document and any addenda thereto are issued electronically only. It is the responsibility of every bidder who receives this bid and all associated documents to check the Town of Barnstable Bid & RFP System ([www.town.barnstable.ma.us](http://www.town.barnstable.ma.us)) for any addenda or modification to this solicitation, if they intend to respond. The Town of Barnstable accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

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## **SECTION I. INTRODUCTION AND BACKGROUND**

The Purchasing Agent for the Town of Barnstable on behalf of the Conservation Division, is soliciting responses for the Treatment of Mystic Lake with Alum.

The Town of Barnstable has an appropriation of \$275,000 to secure the services as requested in this RFP. The goal of this RFP is to identify the proposer who can best complete the work as outlined in these documents. A 19 month contract commencing June, 2010 is being offered for completing the full scope of work.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and all contracts must be strictly awarded in accordance with the requirements of the Request for Proposal. The Town has no discretion under the law to consider proposals that fail to comply with those requirements, except for minor informalities as permitted by MGL Chapter 30B Section 5(f). If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

### **A. BACKGROUND**

The Town of Barnstable is located on Cape Cod and was incorporated in 1639. The Town has an annual year-round population of over 48,000 (2000 Federal Census) and approximately 125,000 - 150,000 seasonal residents. The average per capital income of the residents of Barnstable is \$46,811 (2000 Federal Census). Of the residents over age 25, approximately 88.7% have a high school degree, and 28.1% have a bachelor's degree or greater. The Town encompasses an area of 64.1 square miles and consists of seven distinct villages: Barnstable, Centerville, Cotuit, Hyannis, Marstons Mills, Osterville, and West Barnstable. It serves as the County Seat for Barnstable County. The Town of Barnstable is located approximately 65 miles from Boston and approximately 75 miles from Providence.

The Town of Barnstable serves as the commercial center for Cape Cod. It houses the main hospital, regional social service agencies, the superior court, and the regional shopping mall to name a few. The Town functions under a Council-Manager form of government, with a charter-supported strong Manager, and eleven Town Councilors elected by precinct. The Barnstable Town Council is the legislative and policy-making branch of the town government. The council develops, adopts, and enacts policies and ordinances, which it believes promote and enhance the general welfare of the town.

Mystic Lake is a 149-acre pond in the village of Marstons Mills, Town of Barnstable. The declining water quality (particularly the high levels of phosphorus) of the lake was well-documented in the First Order Assessment of the Indian Ponds Final Report (Cape Cod Commission, 2006) and the Mystic Lake Nutrient Inactivation Design and Permitting Project Final Report (AECOM, 2009). Both studies are available for viewing at the Barnstable Conservation Division office, 200 Main St., Hyannis 02601.

The Town of Barnstable seeks a qualified firm to conduct all required preliminary, during- and post-treatment monitoring, assays and reports and to treat the deepwater basins of Mystic Lake with alum. Alum treatment will occur between Sept. 7, 2010 and Sept. 30, 2010, or by Fall overturn, whichever is sooner.

## **SECTION II. KEY DATES FOR THIS PROPOSAL**

### **Key dates for this Proposal**

April 2, 2010	RFP available to the general public
April 4, 2010	RFP advertised in Cape Cod Times
April 7, 2010	Legal Ad to appear in the Goods & Services Bulletin
April 14, 2010	Last day for questions to Purchasing Agent
April 22, 2010	Proposal due to Purchasing Agent's Office by 2:00 pm
May 1, 2010	Notice of Award
May 22, 2010	Contract work to commence pending all licenses and permit approvals

## **SECTION III. PROPOSAL INSTRUCTIONS**

### **A. INSTRUCTIONS TO PROPOSERS**

1. Attention of all proposers is directed to Chapter 30B of the General Laws of the Commonwealth of Massachusetts and to all other applicable sections of the General Laws as most recently amended which govern the award of this contract.
2. The Town of Barnstable may cancel this RFP, in whole or in part, or may reject all proposals submitted in response, or may procure only some goods and/or services outlined in this RFP whenever such action is determined to be fiscally advantageous to the Town or if it is otherwise in the best interest of the Town.
3. The Town of Barnstable may request that supplementary information be furnished to assure the Town that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
4. Required forms are provided by the awarding authority in the appendices attached. All proposals shall be in ink or typewritten and must be presented in an organized and clear manner.
5. Questions or clarifications rising from these documents shall be submitted to the Town in writing. They should be sent to the individual named in section VI, C. They must be submitted in accordance with section II "Key Dates for This Proposal".
6. Each proposer shall acknowledge receipt of any and all addendum issued to the Request for Proposal by so indicating in the Cover Letter/General Response. Failure to do so shall be cause to reject the proposal as being unresponsive.
7. The proposer shall sign the proposal correctly in ink or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the proposal will sign the document.
8. Proposers may correct, modify or withdraw the original proposals on or before the date and time as stated in the "Legal Advertisement". Corrections or modifications shall be in sealed

envelopes, clearly marked to indicate the contents, with the name and address of the vendor. Any late correction or modification to the proposal will not be accepted. A proposer who wishes to withdraw a proposal must make a request in writing.

9. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her proposal.
10. It is understood that the Vendor's Proposal to the Town of Barnstable to provide said services and products will remain valid for 90 days past the submission deadline.
11. The proposer's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over proposal/purchase shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.
12. It is understood that the proposer has submitted the Proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See Certificate of Non-Collusion attached (Appendix A).
13. All costs involved in preparing the Proposal will be borne by the vendor; the Town will not be liable for any costs associated with the creation of the Proposal. The proposer shall be familiar with all state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.
14. All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.
15. Proposals, which are incomplete, conditional or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The awarding authority's decision or judgment on these matters shall be final, conclusive and binding.
16. Any proposal received after the date and time stated in the "Legal Advertisement" will be deemed "non-responsive" and shall not be opened. Unopened proposals will be returned to the proposer.
17. The evaluation of the Non-Price Proposals will be conducted by a team/committee appointed by the Chief Procurement Officer. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFP and shall be final.
18. The Non-Price Proposals will be opened on the date and at the time stated in the "Legal Advertisement" The name of the person or organization submitting a proposal will be read and recorded. The contents of all proposals will be opened privately and not be disclosed to the public or competing proposers until the evaluation process is completed. A register of proposals will be completed indicating the name of the proposer and the number of proposal modifications submitted by each proposer. This register may be viewed upon request. The names of the witnesses will also be recorded. The Price Proposals will be opened only after the evaluation has been completed.
19. Any contract resulting from this RFP shall be awarded to the proposer whose Proposal is deemed to be the most Highly Advantageous to the Town of Barnstable. The Town alone will be the sole judge in determining whether a vendor's proposal satisfies the requirements of this RFP and whether or not the Proposal will prove advantageous to the Town. The selected vendor will be under contractual agreement to the Town per the attached contract document.

20. Response to this Request for Proposal acknowledges the vendor's acceptance of all sections and requirements of this document. The Request for Proposal will be written into the successful vendor's proposal as part of the system contract. IF THE VENDOR'S PROPOSAL DOES NOT COMPLY WITH THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL, OR IF AN ITEM IS NOT UNDERSTOOD IN ANYWAY, A COPY OF THAT SECTION OF THE REQUEST FOR PROPOSAL MUST THEN BE INCLUDED IN THE PROPOSAL AND ALL ITS COPIES CLEARLY STATING THE DEVIATION, ADDITIONS, OR OTHER COMMENTS.

**B. SITE VISITS**

Site visits may be arranged with the Conservation Division. The put-in point for the alum barge is located on private property, for which a right of entry has been discussed. The Town must obtain the property owners' signed release. Once done, the firms responding to this RFP will be invited onsite for inspection. Directions to the Lake can be found by calling the Conservation Division at 508-862-4093 between the hours of 8:30 to 4:30 Monday through Friday.

**C. QUESTIONS AND CLARIFICATIONS**

Questions requiring clarification shall be submitted in writing, email or faxed to the Purchasing Agent prior to April 14th in order to afford the Town adequate time to respond with a correction or additional information prior to the deadline for submission of proposals. Should it be found necessary, a written addendum will be incorporated into the RFP and will become part of the contract. Those who have received a copy of the RFP will be notified of such changes.

**D. NOTIFICATION OF AWARD**

All proposers will be notified of the selection decision within 30 days of the date proposals are due to the Town unless otherwise notified by the Town. In no case will the award be made beyond 90 days unless the vendor agrees to extend the period of time in which the proposal is valid.

**E. CONTRACT**

This Request for Proposal, as well as the selected vendor's proposal, and any addenda to that proposal, will become part of the final contract. The contract the Town will sign is attached as Appendix D.

The contract period will be for the terms as written in the contract documents included in Appendix D. Firm pricing limits to be established and bound as part of price portion of proposal. This must be in the price proposal to be considered. Multi year contracts are based on the assumption of the availability of funds during the subsequent years.

The contract shall be subject to **force majeure** considerations and in the event that either party hereto shall be prevented from the performance of any act required thereunder by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party in performing any obligations shall be excused for the period of the non-performance, and the period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the Municipality. In the event that the extension is not possible, the provider may be required to rebate the Municipality a portion of the fee.

It is agreed, however, that since the performance dates of this contract are important to the implementation of the requested services, continued failure to perform for periods aggregating thirty (30) or more days, even for causes beyond the control of the contractor, shall be deemed to render performance impossible, and the municipality shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Contract."

**F. FAILURE TO PERFORM**

It is expected that if the contractor does not fulfill the terms of the agreed upon contract, the Town of Barnstable may contract with another contractor to provide the necessary service. If the costs associated with the second contractor exceed the costs associated with the awarded contractor, the Town of Barnstable reserves the right to collect the difference from the awarded contractor. This may also include court costs and legal fees associated with the collection of the monies owed the Town.

**G. TERMINATION OF CONTRACT**

Subject to the provisions of the section explaining **Force Majeure**, if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Town shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the contractor, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

**H. INSURANCE REQUIREMENTS**

1. **Indemnification** - Contractor will indemnify and hold harmless the Town of Barnstable and its employees against any and all claims for damages on account of bodily injury, including death, property damage, personal injury, and advertising injury by any act or omission due to negligence of the Contractor, subcontracts, its agents, or employees to any property of or under the control of the Town of Barnstable during the term or any extension of the resultant agreement, and in case of any action or actions or other legal proceedings shall be brought or instituted against the Town of Barnstable on account of any such claims, Contractor shall indemnify and hold harmless the Town of Barnstable. However, should the claim be due to the negligence of the Town of Barnstable and/or its employees, Contractor shall be held harmless, provided that nothing contained herein or elsewhere in this agreement constitutes an express or implied waiver of the Town of Barnstable's limited liability.
  
2. **General Insurance** - The Contractor shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies acceptable to the Town of Barnstable. All such insurance carried should not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the Town, the Contractor shall indemnify, and hold harmless the Town of Barnstable, its elected or duly appointed offices, directors and employees against any

claim based upon negligent, accidental or intentional acts or omissions of the contractor, its employees or its agents in providing its services to employees of the municipality or their dependants pursuant to the agreement.

With the exception of Professional Services Liability for architects, designers and engineers, and Worker's Compensation, the Town of Barnstable and its employees must be named as an additional insured and a certificate of insurance will be provided indicating such for each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the contract. Upon execution of the contract the Contractor will provide copies of certificates of insurance to the Town of Barnstable, Administration & Technical Support Division and Procurement & Risk Management.

Failure to provide and continue in force such insurance as aforesaid may be deemed a material breach of this contract, and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Contractor. Annually, at time of vendor's policy renewal, updated insurance certificates shall be sent to the Town of Barnstable.

No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Barnstable at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice, and which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, and/or the successor in interest of the Contractor.

All insurance coverage shall be placed with such company as may be acceptable to the Town of Barnstable and shall constitute a material part of the contract documents.

3. **Comprehensive General Liability Insurance**

The Contractor shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of liability no less than Two Million Dollars (\$2,000,000.00); and a Products/Completed Operations (*as may be required*) Aggregate limit no less than Two Million Dollars (\$2,000,000.00) for all injury and damages to or destruction of property during the policy period.

4. **Automobile Liability and Property Damage Insurance**

The Contractor shall carry business Automobile Liability Insurance covering all owned vehicles with a combined single limit no less than One Million Dollars (\$1,000,000.00) to cover all damage caused by contracted employees of the awarded Contractor. Level



of insurance must adequately cover the liability exposure of project site and is subject to Town of Barnstable Risk Manager approval.

5. **Workers' Compensation Insurance**

The Contractor shall carry Workers' Compensation Insurance as required by Massachusetts General Law, c. 152, and Section 25, with a minimum limit of Employer's Liability as per Massachusetts General Law requirements.

6. **Excess Liability Insurance**

The Contractor shall carry excess liability insurance of not less than One Million Dollars (\$1,000,000.00) covering over general liability, automobile, and worker's compensation insurance.

7. **Pollution Liability Insurance**

The Contractor shall carry pollution liability insurance providing for a limit of not less than One Million Dollars (\$1,000,000.00), adding the Town as an additional insured. The coverage must extend to first party liability, third party liability and include remediation expense, outside the limits of liability, of a minimum of One Million Dollars (\$1,000,000.00). *(Note: This may be automatically covered in architects, designers or engineers Professional Services Liability policies.)*

8. **Professional Services Liability/Errors and Omissions Insurance**

The firm/individual shall also carry Comprehensive Professional Services Liability/Errors and omissions insurance coverage in an amount no less than Two Million Dollars (\$2,000,000.00) *in the aggregate*. Subject to the approval of the Town, the Contractor may have a professional liability policy with a deductible clause if, in the judgment of the Town, the Contractor's financial resources are sufficient to directly absorb the possible expense without assistance.

The coverage shall be in force from the time of the Agreement to the date when all contracted work being performed under the contract is completed and accepted by the Town. Since this insurance is normally written on a year-to-year basis, the Contractor shall notify the Town should the coverage become unavailable.

*(Note: Amount of coverage may be adjusted on a case by case basis after review by Risk Management.)*

9. **Other Liability (as may be necessary)**

The Town of Barnstable reserves the right to request proof of other insurance coverage depending upon the job for which the Contractor is hired.

The aforementioned insurance coverages shall remain in full force and effect throughout the period of the contract. Similar insurance coverage shall be provided by or in behalf of any subcontractor to cover their operations with the same minimum limits as required of the Contractor. Contractor's insurance shall be primary insurance to all insurance carried by Owner.

#### **I. LICENSES AND PERMITS**

The proposer is responsible for attaining and holding in good standing all relevant licenses and certificates associated with the completion of these services. Evidence of these requirements is to be made part of the proposal. If a permit is not currently held or the application process is pending, the contractor should indicate such. The Town reserves the sole right to decide if the contract may be awarded to the contractor despite the failure to produce the actual relevant licenses and certificates or copies thereof. Licenses and certificates must be held in force throughout the terms of the services as contracted. This includes a copy of a current Massachusetts State License to apply.

A valid Order of Conditions (SE3-4773, attached) has been issued for the project. All of its conditions shall be complied with. The MA Natural Heritage and Endangered Species Program reports Mystic Lake as habitat for 3 state-listed mussels and 1 state-listed damselfly. In order that these populations and their habitat are preserved, the agency has incorporated stringent requirements in the Order of Conditions.

Note well the Order of Conditions. Special conditions 2a, 2b, 13, 17, 17c, 22b and 25 contain "check-points" wherein work on the project may not proceed without NHESP written concurrence. The selected firm shall not be eligible for additional compensation in the event that work is halted (temporarily or permanently) by the agency.

The put-in point for the alum barge is located on private property, for which a right of entry has been discussed. The Town must obtain the property owners' signed release, and is confident of doing so. However, the selected firm shall not be eligible for additional compensation in the event that alum application cannot go forward due to failure to obtain right of entry.

#### **J. TOWN MONITORING**

This project will be managed through the Conservation Division. On a regular basis Conservation staff may visit the site to inspect and monitor the contractors operations. Conservation staff may board any vessel used by the contractor in performing their operations. Conservation staff shall have the authority to cease any and all contractor operations at any time.

#### **K. INTERVIEWS AND/OR DEMONSTRATION OF EQUIPMENT**

At the discretion of the Conservation Administrator, an applicant preliminarily selected as a candidate for a contract, may be requested to attend a meeting with the Conservation Division or the Indian Ponds Association steering committee. Mutually agreeable time frames will be discussed should the need for such an interview arise.

#### **L. MISCELLANEOUS INFORMATION**

The proposer is expected to provide all of their own equipment and bear the cost associated with the acquisition and maintenance of their own equipment. The transport and on-site storage of any

equipment will be the responsibility of the contractor. The Town of Barnstable will not be liable for any damage to the equipment due to vandalism, theft, acts of God, or otherwise. The location and duration of the equipment storage will be at the discretion of the Town. All equipment shall be removed promptly at the end of the project.

All information acquired by the Contractor from the municipality or from others at the expense of the municipality in performance of the agreement, shall be and remains the property of the municipality. All records, data file, computer records work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the contractor for delivery to the Town shall be and remain the property of the Town.

The Contractor agrees that he will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, nor copy, nor reproduce the same in any form except pursuant to the sole written instructions of the Town.

#### **M. MINORITY OR WOMAN BUSINESS ENTERPRISE PARTICIPATION**

Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) are strongly encouraged to submit proposals in response to the Request for Proposal (RFP). For the purposes of this RFP, the term MBE or WBE shall mean a vendor who is certified as a minority business enterprise by the State Office of Minority and Women-Owned Business Assistance (SOMWBA), and who is certified at the time the vendor's proposal is submitted.

All minority owned businesses are encouraged to apply for SOMWBA certification. For further information on SOMWBA qualifications, or access to SOMWBA vendor lists, contact the State Office of Minority and Women-Owned Business Assistance at (617) 727-8692

The Town of Barnstable will require contractors and subcontractors involved in local municipal projects to abide by the Equal Opportunity Anti-Discrimination Program guidelines below, which form a part of the contract generating from this RFP.

#### **EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION PROGRAM**

During the performance of this contract, the Contractor and all of (his) Sub-Contractors (wherein after collectively referred to as the Contractor), for himself, his assignees, and successors in interest, agree as follows:

- A. The Contractor, in the performance of all work after award and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rentals of equipment. Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B)**

**The contractor by signing the contract offered by the Town agrees to abide by the above paragraph to the best of his/her ability.**

## **SECTION IV. PROPOSAL REQUIREMENTS**

### **A. MINIMUM REQUIREMENTS**

The evaluation committee shall recommend to the Town Manager to reject proposals which do not meet the following certain minimum requirements:

1. The proposal must be from an established business, corporation, partnership or firm who normally furnish such services as the principal business for which the corporation or firm is formed. A description of the business including a list of clients (does not have to be complete list; sample is acceptable) and number of employees is required.
2. All proposals shall be submitted to Conservation Divisions supervisor as stated in "Legal Advertisement"- Appendix E. Each proposal shall be in SEALED envelopes, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer. Sealed Non Price Proposals must be submitted in a separate, sealed envelope from the Sealed Price Proposal.
3. The proposal must be received in the Conservation Office before the deadline for receipt of proposals, and must be complete (must include or address all items specified in Section VI -- Proposal Submission Requirements).
4. The vendor must have signed both the Certificate of Non Collusion (Appendix A) and the State Taxes Certification Clause (Appendix B) and include them in the proposal package.
5. The proposal must be signed by an agent of the company who has authority to bind the company to a firm bid price.
6. All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.

### **B. STAFFING REQUIREMENTS**

1. The Contractor must set forth the project staffing to be utilized on this project.
2. Each individual, their project duties, the number of work days each will spend on this project and on other projects in which the contractor will be concurrently involved must be broken down into the following categories:

Name  
Work Assignment  
Project Responsibilities

3. Should it become impossible for an individual to complete his duties, for a reason such as termination of employment, any change in the contractors staffing as outlined in the proposal will be subject to written notice to the NRD supervisor. The NRD supervisor shall notify the contractor within seven (7) business days of the acceptance or rejection of any such staff substitutions

### **C. TIME FRAME SUBMISSION**

The contractor as part of this RFP must submit a comprehensive work plan for this proposed contract. Included in this work plan should be a specific section addressing key dates for the project. At a minimum, the proposer should address each of the components indicated below. Please note this has been included as

an evaluation criterion as each proposer may have different capabilities in terms of time frames. Specific components to be addressed concerning critical dates include but are not limited to:

- Project Start Up
- Commencement of Work
- Completion plan
- Project Completion Steps

Included in your response to this section of the RFP should be an outline that shows the chronology of the projects activities. Clear-cut reasons for specific project activities and any relevant restrictions due to weather, water temperature, plant growth cycles, lake activity, etc. should be identified and explained as clearly as possible.

#### **D. TECHNICAL SCOPE OF SERVICES**

The Town of Barnstable seeks a qualified firm to treat basins A, B and C (see attached basin plans) of Mystic Lake with alum, and to provide all required preliminary, during- and post-treatment monitoring, assays and reports

A valid Order of Conditions (SE3-4773, attached) has been issued for the project. All of its conditions shall be complied with. The MA Natural Heritage and Endangered Species Program reports Mystic Lake as habitat for 3 state-listed mussels and 1 state-listed damselfly. In order that these populations and their habitat are protected, the agency has incorporated stringent requirements in the Order of Conditions. Firms responding to this RFP shall regard the requirements of the Order of Conditions as necessary components of the scope of services for the project.

Work on the project must begin well before the early Sept. alum application date. Further sediment testing must be conducted well in advance of treatment in order to calculate appropriate alum doses for the 3 lake basins. The Order of Conditions outlines additional tasks to be completed in advance of the actual treatment. For example, special condition 13 requires alum bioassays to be conducted 2 months in advance of treatment. Special condition 14 requires water quality testing to begin 2 weeks in advance. During treatment, a mussel monitoring program is required in special condition 17 of the Order. Floc-drift monitoring is required in special condition 23. A 1-yr post-treatment mussel survey (provided under this contract) is also required.

The Town anticipates that to accomplish the scope of work, sediment testing for calibrating alum doses will begin in June, 2010. Based on results, doses are expected to range between 25 and 50 mg Al+/sq m in the 3 basins.

It is imperative that the firm accurately determine sodium aluminate:aluminum sulfate ratio for the alum treatment, to ensure that lake pH remain within safe range.

The NHESP-related phase of the project will conclude with the 1-yr post-treatment mussel and water quality surveys (reports due 12/31/11, the end-contract date). All reports shall be provided in hard and disk copy to Town, NHESP and Div. Fisheries & Wildlife.

In addition:

- The selected firm shall only proceed once all necessary licenses and certificates are in place. The contractor shall be responsible for obtaining the necessary licenses and certificates. The contractor shall be responsible for complying with the terms of all permits and licenses in force for the project. The contractor shall be responsible for the effective, efficient and safe application of alum in compliance with the Order of Conditions.
- The firm shall be responsible for pre-and post-treatment monitoring and reporting
- The proposal must include an explanation of specific projects that were completed of a similar nature that indicate the vendor's capabilities to handle environmentally sensitive projects.
- The firm shall be responsible for returning the put-in site (private property) and the Town way-to-water to their pre-project condition, aside from any necessary pruning or branch removal. Restorative work shall be to the satisfaction of the Conservation Administrator.

**E. ADDITIONAL NARRATIVE INFORMATION**

1. Summarize what you believe your business offers that is unique from other businesses in this field.
2. Provide at least three (3) references with contact phone numbers. This requirement is to specifically meet question 7 of the comparative criteria. Failure of the Town to reach provided references after several attempts, may result in the vendor being rated lower on this particular question.
3. List the anticipated amount of support services and/or documents the Town would be required to provide.

**F. MISCELLANEOUS REQUIREMENTS**

The Town and the Contractor shall cooperate in maintaining good public relations throughout the period of this project. The contractor may be asked to conduct a public information program that addresses the scope and objective of the project. This would be negotiated directly with the Conservation Division Supervisor should the need arise. The business principle or a representative of the firm given the contract may be required to meet privately or publicly with the Town Council to address any concerns or to provide timely updates.

**SECTION V. PROPOSAL EVALUATION**

The evaluation process will include each proposal being reviewed by an evaluation committee appointed by the Chief Procurement Officer. Those proposals that meet all of the minimum requirements as outlined in this RFP, and are determined to be both responsive (those that offer all of the services requested in the RFP and contain all of the required information and forms properly completed) and those that are responsible (those with the capability, integrity, and reliability to perform under the contract) will be further reviewed using the comparative criteria outlined in this section.

The committee will use the comparative criterion for each separate rating area, and based upon those criteria, will assign an overall rating to each proposal as permitted under Chapter 30B. Each of the seven criterion contain ratings of

- Unacceptable
- Not Advantageous
- Advantageous
- Highly Advantageous

**An “Unacceptable” rating in any one of the seven criteria will eliminate the proposal from further consideration.**

The Town reserves the right to award the contract to the responsive and responsible proposal which best meets the Town’s needs, taking into account proposal quality and proposal price. If the lowest priced proposal is not selected and has received at minimum a rating of advantageous, the evaluation committee shall explain the reasons for the award in writing to the Chief Procurement Officer, specifying in reasonable detail the basis for determining that the Town should award the contract to a different proposal.

**Minimum Evaluation Criteria -- Failure to meet the following minimum evaluation criteria will result in immediate rejection of the proposal.**

1. Minimum Requirements: Vendors must meet the minimum requirements as specified in Section IV - A.

**Comparative Evaluation Criteria**

2. Experience in providing the specified services for municipalities. (Documentation is required. Information should include phone numbers and contacts)

**Unacceptable** – No experience.

**Not Advantageous** – The provision of the specified services to less than three (3) municipalities.

**Advantageous** - The provision of the specified services to at least three (3) but less than five (5) municipalities.

**Highly Advantageous** - The provision of the specified services to five (5) or more municipalities

3. Experience in providing Alum Treatment services for Massachusetts municipalities. (Documentation is required. Information should include phone numbers and contacts)

**Unacceptable** - no Massachusetts municipal experience.

**Not Advantageous** – municipal experience was completed inside Massachusetts . One (1) examples provided.

**Advantageous** - - municipal experience was completed inside Massachusetts . Two (2) examples provided

**Highly Advantageous** - municipal experience was completed inside Massachusetts . Three (3) or more examples provided

4. Time Frame submission (Section IV-C).

**Unacceptable** – A time frame for completion that clearly does not meet the Town’s needs.

**Not Advantageous** – A time frame that may meet the Town’s needs, but the plan provided is not clear enough to make a determination.

**Advantageous** - A time frame for completion that will adequately meet the needs of the Town.

**Highly Advantageous** – A time frame that betters the completion date required by the Town.

5. Response to Technical Scope of Services (Section IV - D):

**Unacceptable** - Proposal did not adequately explain all aspects of methodology.

**Not Advantageous** - Proposal is vague; Town is unable to determine if it is consistent with expressed needs or project intent.

**Advantageous** - Proposal was adequate, appeared consistent with project intent, and responded to needs expressed by the Town in all areas.

**Highly Advantageous** - Proposal was very thorough, appeared consistent with project intent, and responded to needs expressed by the Town in all areas.

6. Response to Additional Narrative Information (Section IV - E)

**Unacceptable** - The proposal was not responsive to the Town's questions in an acceptable manner.

**Not Advantageous** - Response does not compel reviewer to believe the proposal reflects that provider is able to perform in a manner acceptable to the Town.

**Advantageous** - Response is informative, meets criteria for responsiveness. Reviewer feels proposal reflects that provider is able to perform in a manner acceptable to the Town but was not overly impressed by proposals expression of ability.

**Highly Advantageous** - Response is concise, informative, and highly detailed. Proposal reflects that provider is able to perform in a manner acceptable to the Town. Team is completely convinced about the provider's ability to provide and administer the plan as required by the Town.

7. References (Proposers will be evaluated based upon the answers to the kind of questions posed to each reference as outlined below).

**Unacceptable** - One or more reference rates the provider as less than satisfactory and/or not responsive overall.

**Not Advantageous** - One or more reference rates the provider as only somewhat responsive.

**Advantageous** - All references rate the provider as satisfactory overall and completely responsive.

**Highly Advantageous** - Majority of references rates the provider as more than satisfactory overall and exceeded expectations; would be hired again.

Sample Reference Questions:

- 1) What services did this vendor provide? When? Do you currently use the vendor for that service?
- 2) Did the provider perform the work requested in accordance with the terms of the proposal and the written contract? If not, where were their deviations?
- 3) Did the provider adhere to the initial time line identified?
- 4) Overall, on a scale of one to ten, how would you rate the provider's performance?
- 5) Would you renew this contract?

## **SECTION VI. PROPOSAL SUBMISSION REQUIREMENTS**

Two separate sealed envelopes, one containing an original and five (5) copies of the non-price technical proposal marked "**Treatment of Mystic Lake with Alum, along with all required preliminary, during- and post-treatment monitoring, assays and reports (non-price)**" and one containing an



original and one copy of the price proposal marked “**Mystic Lake with Alum, along with all required preliminary, during- and post-treatment monitoring, assays and reports (price Proposal)**” must be received per the time frame outlined in the legal advertisement- (appendix E). It is the sole responsibility of the offerer to insure that the proposal arrives on time and at the designated place.

**MGL., Chapter 30B requires that price proposals must be separate from technical proposals. No reference to the actual price proposal shall be contained in any portion of the non-price proposal outlined below. Failure to adhere to this requirement will result in disqualification.**

**A. NON-PRICE PROPOSAL**

Within your Proposal, please supply each of the following items and clearly structure and label your Proposal.

- 1) Cover Letter including name of Agency/Firm, address and telephone number, signed in ink by someone authorized to sign such documents.
- 2) Attach Financial Statement for two previous calendar years attested by a CPA or Bank Officer. In respect of confidentiality, this may be submitted (one copy) in a separate envelope. It will only be opened if it is needed to determine the financial status of the proposer. General information regarding the financial status of the business should be included with the proposal.
- 3) Include Appendix E “Contractor Information Sheet”

**B. PRICE PROPOSAL**

The pricing portion must include

- 1) A completed pricing sheet to indicate the abilities and capacities of the equipment to be used. The sheet is provided as appendix C. All sections of the worksheet (Appendix C) must be completely filled out in ink. Any price response which is obscure or incomplete may be removed from consideration.

**C. CONTACT INFORMATION**

Clarification and interpretations of this Request for Proposal must be requested in writing. Responses shall be likewise furnished. The last day to submit written requests is August 30th. After that day no requests or questions will be accepted. Please contact the Town of Barnstable for clarification of this Request for Proposal, direct all inquiries regarding the plan to:

Johanna F. Boucher  
Purchasing Agent  
Town of Barnstable  
230 South Street  
Hyannis, MA 02601  
Phone. (508) 862-4741  
Fax: (508) 862-4717  
Business Hours: 7:30 a.m. - 4:00 p.m  
Monday through Friday  
johanna.boucher@town.barnstable.ma.us

**TOWN OF BARNSTABLE**

**CERTIFICATE OF NON COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

FIRM \_\_\_\_\_

SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_

NAME (print) \_\_\_\_\_

\_\_\_\_\_

TITLE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

DATE \_\_\_\_\_

**TOWN OF BARNSTABLE**

**STATE TAXES CERTIFICATION CLAUSE**

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law, I have addressed any tax liability and am in the process of setting up a plan to satisfy said liability.

\_\_\_\_\_ by: \_\_\_\_\_  
\* Signature of individual or Corporate Officer  
Corporate Name (Mandatory) (Mandatory, if applicable)

\_\_\_\_\_  
\*\*Social Security # or Federal Identification #

\* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

\*\* Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L. 62C s. 49.A.

**Price Proposal – Treatment of Mystic Lake with Alum, along with all required preliminary, during- and post-treatment monitoring, assays and reports.**

**Funding cap paragraph**

The form will be used by the Contractor to indicate they understand that the current appropriation of **\$275,000** is the total amount for the funding associated with the services requested. The total costs associated with the services proposed will not exceed this amount.

Any additional costs for additional work may be presented to the Town for consideration but no work should be undertaken that would exceed the work proposed for the total funded amount.

All costs associated with the securing of licenses, certificates, travel costs, and employee expenses are to be included in the total cost to the Town. There should be no additional charges to the Town.

Total cost for the treatment for the services as outlined in this RFP and the proposers submitted proposal.

\$ \_\_\_\_\_

The undersigned agrees to furnish the Town of Barnstable with the entire project as detailed in the Request for Proposals at the price as evidenced above:

Company \_\_\_\_\_  
Authorized Signature \_\_\_\_\_  
Telephone/Fax \_\_\_\_\_  
Name and Title \_\_\_\_\_  
Email Address \_\_\_\_\_  
Date \_\_\_\_\_

**TOWN OF BARNSTABLE, MASSACHUSETTS  
AGREEMENT BETWEEN CONTRACTOR AND TOWN**

**CONTRACT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between the TOWN OF BARNSTABLE, Massachusetts, hereinafter called the TOWN, and

\_\_\_\_\_  
With legal address and principal place of business at

\_\_\_\_\_  
Hereinafter called  
CONTRACTOR.

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned, to be made and performed by the TOWN, the CONTRACTOR hereby agrees with the TOWN to provide quahog relay services as outlined in the RFP, as proposed hereinafter called the services, upon demand of the TOWN, made as hereinafter provided, at a total price of \_\_\_\_\_ in accordance with the following requirements.

1. Billing (Specific billing language to be negotiated between the TOWN and the CONTRACTOR)

The Request for Proposal entitled “**Treatment of Mystic Lake with Alum, along with all required preliminary, during- and post-treatment monitoring, assays and reports**”, and the Proposal made by the CONTRACTOR are made a part hereof and collectively evidence and constitute the contract.

2. Force Majeure - The Contract shall be subject to Force Majeure considerations and in the event that either party hereto shall be prevented from the performance of any act required there under by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonable within the control of the party in performing any obligations shall be excused for the period of non-performance, and the period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the Owner. Continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the Owner shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled “Termination of Contract”.

3. Termination of Contract - Subject to the provisions of the section explaining Force Majeure, if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Town shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the contractor, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

Additionally, the Town, by written notice, may terminate this contract, in whole or in part, when it is in the Town’s best interest. If this contract is terminated, the Town shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

4. Insurance - The Contractor shall maintain insurance with minimum limits as defined in the Request for Proposal for the entire duration of the project work to be performed, and provide a certificate of insurance with the Town of Barnstable named as an additional insured. Renewal certificates of insurance must be submitted to the Town of Barnstable, Risk Management, 230 South St., Hyannis, MA 02601 on a yearly basis.

5. Governing Law – This contract is governed by the laws of the Commonwealth of the State of Massachusetts.

This Agreement constitutes the entire contract and there are no agreements other than those incorporated herein. This Agreement may not be changed, altered, amended, modified, or terminated orally and any such change, alteration, amendment, or modification must be in writing and executed by both parties hereto.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in the year and day first above mentioned.

By

\_\_\_\_\_  
TOWN MANAGER

\_\_\_\_\_  
CONTRACTOR

Approved as to form  
\_\_\_\_\_  
TOWN'S ATTORNEY

This is to certify that the Town of Barnstable, Massachusetts has an appropriation that is adequate to cover the cost of this contract.

\_\_\_\_\_  
TOWN'S ACCOUNTANT

**LEGAL ADVERTISEMENT FOR RFP**

The Purchasing Agent of the Town of Barnstable on behalf of the Conservation Division is soliciting responses for the **Treatment Mystic Lake with Alum, along with all required preliminary, during- and post-treatment monitoring, assays and reports.** The terms of the agreement anticipate the treatment of the pond shortly after Sept. 6, 2010.

The Town of Barnstable has an appropriation of \$275,000 to secure the services as requested in this RFP. The goal of this RFP is to identify the proposer who can best complete the work as outlined in these documents

Site visits may be arranged with the Conservation Division. Directions to the site can be found by calling the Conservation Division at 508-862-4042 between the hours of 8:30 to 4:30 Monday through Friday.

Responses are due on April 22, 2010 at 2:00 p.m. in the Office of the Purchasing Agent, 230 South Street, Hyannis, MA 02601. The Contract will be awarded by May 1, 2010. Specifications and required forms are available at the Conservation Divisions Office beginning immediately (Monday through Friday from 7:30 a.m. to 4:00 p.m., excluding holidays). Responses will be opened and read in the Purchasing office at 2:00 p.m.. The opening of the responses is not public. All responses must be received in a sealed envelope properly marked prior to the deadline.

An interview may be conducted with any proposer who is deemed Highly Advantageous or Advantageous during the evaluation of the proposals

The Purchasing Agent reserves the right to reject any or all proposals when it deems it to be in the best interest of the Town. This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and all contracts must be strictly awarded in accordance with the requirements of the Request for Proposal.