TOWN OF BARNSTABLE

REQUEST FOR PROPOSALS

For Consultant Services as a

SPECIAL PROJECT ADMINISTRATOR

Department of Public Works

November 29, 2007
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I. GENERAL OVERVIEW

A. Introduction

The Purchasing Agent of the Town of Barnstable (Owner), on behalf of the Department of Public Works (DPW) hereby requests the submittal of qualifications and proposals from qualified individuals to provide consultant services as specified. Duties to include but are not limited to project management, contract administration, materials management, resident inspection services, and technical writing. These services are to be provided on an hourly rate basis and the Town is offering a twelve (12) month contract with two (2) twelve (12) month options at the sole discretion of the Town. Funding is available for Fiscal Year 2008 and the continuation of the contract beyond Fiscal Year 2008 is subject to yearly appropriation. This is a full time hourly position requiring 2080 hours per year with no benefits.

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 MGL Ch. 30B and this Request for Proposals (RFP). 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.

The “Awarding Authority” will be the Town Manager of the Town of Barnstable, acting by and through the Purchasing Agent and the Department of Public Works. The Scope of Services listed under Article IV. C, this RFP, any published addenda to the RFP and the Proposer’s Response will become part of the Contract between the Town of Barnstable and the successful proposer.

B. Background – The Town of Barnstable

The Town of Barnstable, located on Cape Cod, was incorporated in 1639. The Town has an annual year-round population of over 48,000 (2000 Census) and approximately 125,000 - 150,000 seasonal residents. The average per capita income of the residents of Barnstable is $46,811 (2000 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 southerly from Boston and approximately 75 miles easterly 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, county jail, 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 thirteen Town Councilors elected by precinct. The Barnstable Town Council is the legislative and policy-making branch of the Town government. The Town Manager develops policies and ordinances for adoption by the Town Council and the Council then enacts policies and ordinances, which it believes promote and enhance the general welfare of the Town.
II. GENERAL REQUIREMENTS

A. Key Project Dates and Schedule

The following is a tentative schedule noting target dates for phases and tasks to be completed.

12/5/2007        RFQ issued; advertise in the Cape Cod Times
12/13/2007       Last Day for questions to the Purchasing Agent
12/19/2007       2:00 PM: Responses to RFP due at, Purchasing Agent’s Office
12/27/2007       Interview qualified respondents
1/2/2008         Commence Services

SECTION III. PROPOSAL INSTRUCTIONS

A. Instructions to Proposers

1. The Town of Barnstable may cancel this RFP, in whole or in part, or may reject all Proposals, 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 of Barnstable.

2. 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.

3. Required forms are provided by the Awarding Authority in the Attachments. All Proposals shall be in ink or typewritten and must be presented in an organized and clear manner. Proposals shall be submitted in accordance with Section VI, Proposal Submission Requirements.

4. Questions or clarifications rising from these documents shall be submitted to the Purchasing Agent in writing. They must be submitted in accordance with Section II “Key Project Dates and Schedule”.

5. Each proposer shall acknowledge receipt of any and all addendum issued to the Request for Proposals by so indicating in the Cover Letter/General Response. Failure to do so shall be cause to reject the Proposal as being unresponsive.

6. 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.

7. Proposers may correct, modify or withdraw the original Proposals on or before the date and time as stated in the “Legal Advertisement” (See Attachment “D.”) Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the proposer. 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.

8. Any Contract resulting from this RFP shall be awarded to the proposer. Proposers may correct, modify or withdraw the original Proposals on or before the date and time as stated in the “Legal Advertisement” (See Attachment “D.”) Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the proposer. 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 proposer’s Proposal to the Town of Barnstable to provide said services and products will remain valid for 90 days past the submission deadline. At the Town’s sole discretion, the successful proposer’s Proposal shall be attached thereto and become a part of the contractual Contract between the Town of Barnstable and the proposer the same as though therein written out in full.

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 these services shall apply to the Contract throughout, and they shall be deemed to be included in the contractual 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 without collusion or fraud with any other individuals, firms, or corporations in creating the Proposal to subvert the market process. See attached Certificate of Non-Collusion, and other required Proposal forms. (See Attachment “B”.)

13. All costs involved in preparing the Proposal will be borne by the proposer; the Town of Barnstable 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 Proposals 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 due 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 the RFP Evaluation Committee appointed by the Town Manager. 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” and 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. 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 and of whose Proposal is deemed to be the most Highly Advantageous to the Town of Barnstable. The RFP Evaluation Committee will be the sole judge in determining whether a proposer’s Proposal satisfies the requirements of this RFP and whether or not the Proposal will prove advantageous to the Town. Any Contract resulting from this RFP shall be awarded to the proposer, assuming successful fee negotiations, the selected proposer will be under Contract to the Town of Barnstable per the attached sample Contract (see Attachment “A”).

19. Response to this Request for Proposals acknowledges the proposer’s acceptance of all sections and requirements of this document. The proposer’s response to the Request for Proposal will be incorporated within the Contract. If the proposer’s Proposal does not comply with the requirements of this Request for Proposals, or if an item is not understood in any way, a copy of that section of the Request for Proposals must then be included in the Proposal and all its copies clearly stating the deviation, additions, or other comments.

20. Services provided by the successful proposer shall be rendered through the Town of Barnstable’s standard Contract for consultant/contractor services; the successful proposer will not be considered an employee of the Town and will not receive any benefits of an employee.

B. Questions and Clarifications

Questions requiring clarification shall be submitted in writing or faxed to the Purchasing Agent prior to the deadline stated in Section II, Key Project Dates and Schedule, in order to afford the Town of Barnstable 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.

C. Notification of Award

All proposers will be notified of the selection decision within 60 days of the date Proposals are due to the Town of Barnstable unless otherwise notified by the Town. In no case will the award be made beyond 90 days unless the proposer agrees to extend the period of time in which the Proposal is valid.

D. Contract

This Request for Proposals, as well as the selected Contractor’s Proposal, and any addenda to that RFP will become part of the final Contract. See Attachment “A” for sample Contract. Please note that the sample attached does not include all of the
additional terms and conditions between an owner and architect. Additional contract
terms will be forwarded in the form of an agreement between an owner and architect
similar to an AIA agreement via addendum to this RFQ.

The Contract shall be subject to Force Majeure considerations as outlined in Article 15, Force Majeure, of the sample Contract (Attachment “A”).

The Town shall have the right to terminate this Agreement in accordance with the provisions of Article 16, Termination, No Award, of the sample Contract (Attachment “A”).

E. Insurance Requirements

See Article 19, Insurance and Performance Bond, of the sample Contract for required insurance coverage and limits (Attachment “A”).

F. Monitoring

On a regular basis, appropriate members of the Town of Barnstable may review the Contractor’s operations and inform the Contractor if there are any issues associated with the service provided by the Contractor.

G. Interview

After their review of the individual’s qualifications, the RFP Evaluation Committee will interview the consultants that meet the minimum requirements. Proposers whose submittals are determined to be not advantageous or that did not meet the minimum requirements will not be interviewed.

In accordance with those interviews, the RFP Evaluation Committee will then rank those finalists and make a recommendation of award to the Town Manager as the awarding authority on this project, subject to the satisfactory negotiations of the plan of services. If the Town Manager, or designee, is unable to negotiate a contract, including any modifications to the fee, with the top-ranked finalist, the Town Manager, or designee, will then commence negotiations with the next ranked finalist and so on, until a contract is successfully negotiated and approved by the Town Manager.

Reimbursement for expenses incurred for this interview will not be forthcoming to either the awarded Contractor or any other candidate asked to be interviewed. The Town of Barnstable reserves the right to change the interview period or to extend the dates during which interviews may be undertaken.

H. Licenses and Permits

The proposer is responsible for attaining and holding in good standing all relevant permits, licenses and certificates associated with the completion of these services, as applicable. 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 proposer should indicate such. The Town of Barnstable reserves the sole right to decide if the Contract may be awarded to the successful proposer despite the failure to produce the actual permits or copies thereof. Licenses and permits must be held in force throughout the terms of the
services as contracted. See Section IV, Proposal Requirements, and Attachment “A”, Scope of Services, for additional information.

I. Miscellaneous Information

The Proposals will be accepted until **2:00 pm on December 19, 2007**. They shall be delivered to the Town of Barnstable, Purchasing Agent’s Office, 230 South Street, Hyannis, MA. 02601.

A detailed resume must accompany your proposal, along with work references for the position(s) held in the past five (5) years plus personal references, minimum of five.

All information acquired by the Proposer from the Town of Barnstable, or from others at the expense of the Town, in performance of the Contract, shall be and remains the property of the Town. All records, data files, computer records, work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the proposer for delivery to the Town shall be and will remain the property of the Town of Barnstable.

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

J. 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 Proposals (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 still certified at the time the contractor’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 Employment 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/her Sub-Contractors (hereinafter collectively referred to as the Contractor), for himself, his assignees, and successors in interest, agree as follows:

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).

See MGL Chapter 7, Section 40N regarding an affirmative marketing program for state-assisted local projects, and the Town of Barnstable's Minority or Women Business Enterprise Participation programs for additional D/M/WBE requirements.

The contractor by signing the Contract offered by the Town of Barnstable agrees to abide by the above paragraphs to the best of his/her ability.

SECTION IV. PROPOSAL REQUIREMENTS

A. Minimum Requirements

The RFP Evaluation Committee shall reject Proposals which do not meet the following certain minimum requirements:

1. Submitting individual must have a minimum of five (5) years experience in providing project management, contract administration, materials management, resident inspection services, and technical writing with a minimum of two (2) years of this experience having been with a Massachusetts municipality. Must include detailed resume documenting the required experience with your proposal.

2. Not be debarred under M.G.L., chapter 149, section 44C, or disqualified under M.G.L., chapter 7, section 38H, as applicable.

3. All Proposals shall be submitted to the Purchasing Agent as stated in the “Legal Advertisement”- Attachment “C”. 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 Price Proposals must be submitted in a separate, sealed envelope from the sealed technical Proposal. Proposer must use the Price Submittal form, attachment “D”. Please note: No element of the pricing proposal may be contained in the technical proposal submittal.

4. The Proposal must be received by the Purchasing Agent before the deadline for receipt of Proposals indicated in Section II, Key Project Dates and Schedule, and must be complete (must include or address all items specified in Section VI – Proposal Submission Requirements). The proposer is responsible to make sure that their proposal submittal is received at the proper location as stated herein.
before the due date and time. Do not rely upon stated delivery times from contracted package delivery services. Proposals delivered after the proposal response deadline will be refused.

5. The proposer must have signed the Certificate of Non-Collusion and the State Taxes Certification Clause, and all other required Proposal forms (see Attachment “B” to RFP) and shall include them in the Proposal package.

6. All responses are to include a statement that the Proposal is in accordance with this Request for Proposals and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.

B. Technical Scope of Services

See Attachment “A” of the SAMPLE CONTRACT, Scope of Services for detailed requirements of this position.

Knowledge, Ability, and Skill Required:

1. Familiarity with Massachusetts General Laws Chapter 30B, 149 and 7 as they relate to construction and procurement.
2. Knowledge of the materials and methods of building construction.
3. Ability to read and interpret blueprints, drawings, and plans.
4. Ability to communicate effectively both orally and in writing.
5. Proficient in Microsoft Project, Excel, Word, PowerPoint, PaintShop Pro

Minimum Qualifications:

1. Bachelor degree in Engineering, Architecture, or Business Administration or Management preferred or an equivalent combination of education and experience.
2. Proposer must have a minimum of five (5) years experience in providing project management, contract administration, materials management, resident inspection services, and technical writing with a minimum of two (2) years of this experience having been with a Massachusetts municipality.
3. Must have own transportation (mileage will be paid for work related vehicle usage during working hours)

Work Schedule:

The selected individual will be required to work 2,080 hours per year. Work schedule to be defined by DPW Management and direct supervision.

Contract Term:

The contract being offered is for a twelve (12) month period, with two (2) twelve (12) month options to be exercised at the sole discretion of the Town and subject to the appropriation of funding.
**Contract Start Date:**

Contract will be effective 1/1/2008, with the first day of work being 1/2/2008.

**Compensation:**

Proposer is to submit an hourly rate on the attached Price Proposal Submittal Sheet, Appendix C. The contract for the first twelve (12) months will be for a “Not To Exceed” value of $52,000.00 plus pre-approved overtime and allowable reimbursable expenses. Funding for the two (2) twelve (12) month options to the contract will be subject to the appropriation.

**Reimbursable Expenses:**

The allowable reimbursable expenses allowed under this contract are as follows:

1. Mileage for use of personal vehicle for business purposes during work hours at municipal rate (currently .485/mile)
2. Insurance premium cost for required insurance (must be competitively bid for lowest reasonable rate)

**Payment:**

Monthly invoices to be submitted including a detailed breakdown of hours. (More frequent invoicing schedule may be negotiated, if desired). Total billable hours may not exceed the total “not to exceed value” of this contract for the initial twelve (12) month period and any other option periods exercised by the Town thereafter.

**Benefits:**

None

**Work Space:**

There will be a work area provided in the Structures and Grounds facility located 800 Pitcher’s Way, Hyannis, MA.

**C. ADDITIONAL NARRATIVE INFORMATION**

1. Summarize what you believe you offer that is unique from other individuals in this field.
2. Provide at least three (3) references with contact phone numbers from other municipalities or past employers for previous employment references whereby similar work has been done.

**D. MISCELLANEOUS REQUIREMENTS**

Specific goals and objectives will be established between DPW supervision and the successful proposer.
SECTION V. SELECTION PROCEDURES

A. PROCESS

The evaluation process will include each proposal being reviewed by appointed RFP Evaluation committee. 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. Each of the criterion may contain ratings of:

- Unacceptable
- Acceptable
- Not Advantageous
- Advantageous
- Highly Advantageous

An “Unacceptable” rating in any of the criterions may 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 V - A.

The following criteria will be used in the evaluation of the individual regarding the Technical or Non-Price Proposal in order to be placed on the short list for an interview with the Selection Committee.
**Comparative Evaluation Criteria**

2. Job experience in providing services as defined in RFP. (Documentation is required)
   - **Not Acceptable** – Less than five (5) years experience in providing similar services.
   - **Advantageous** – A minimum of (5) years of experience in providing similar services.
   - **Highly Advantageous** – More than five (5) years of experience in providing similar services.

3. Municipal experience as defined in RFP (Documentation required)
   - **Not Acceptable** – Less than two (2) years experience in providing similar services to a municipality.
   - **Advantageous** – A minimum of (2) years of experience in providing similar services to a municipality.
   - **Highly Advantageous** – More than two (2) years of experience in providing similar services.

4. Knowledge, Ability, and Skill required per technical scope of services (Per Section IV. B – please address in detail in your proposal submittal).
   - **Unacceptable** – Proposal does not demonstrate the proposer as having required knowledge, ability, and skill.
   - **Advantageous** - Proposal was adequate and demonstrates the proposer as having the required knowledge, ability, and skill required.
   - **Highly Advantageous** - Proposal was very thorough and demonstrates the proposer as far exceeding the required knowledge, ability and skill required.

5. Availability to commence contracted services:
   - **Not Advantageous** – Proposer cannot start contracted services before the end of January 2008.
   - **Advantageous** – Proposer can start contracted services on 1/2/2008
   - **Highly Advantageous** – Proposer can start immediately upon notification of award.

6. General impression of proposal
   - **Unacceptable** – Evaluator could not determine proposers ability to provide services required from information submitted in proposal.
   - **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 proposer’s ability to provide the contracted services as required by the Town.

SECTION VI. PROPOSAL SUBMISSION REQUIREMENTS

A. SUBMISSION

Two sealed envelopes containing an original and five (5) copies of the non-price proposal submittal marked:

“Non Price Proposal – DPW Special Project Administrator”

and one containing an original and one copy of the price proposal marked:

“Price Proposal – DPW Special Project Administrator”

must be received per the time frame outlined in the legal advertisement- (appendix “C”).

The Proposal submittals will be accepted until 2:00 p.m., December 19, 2007. They shall be delivered to the Purchasing Agent’s Office, 230 South Street, 3rd Floor, Hyannis, MA. 02601. It is the sole responsibility of the proposer to insure that the proposal submittal arrives on time and at the designated place. Place your name on the outside of each envelope.

Within your proposal submittal, please provide each of the following items and clearly structure and label your Proposal submittal

1. Letter of interest signed by proposer. Acknowledge any addenda, if any, and include a statement that the Proposal is in accordance with this RFP, and that the Proposer understands all sections and provisions therein. Any exceptions must be clearly stated.

2. Submission of all information requested to meet Minimum Requirement per Section IV.A and Price proposal (within separate sealed envelope).

3. Certificate of Non-Collusion, State Taxes Certification Clause, and other required forms per Attachment “B”.

4. Appropriate certificates of insurance or letter from insurance agent confirming eligibility for required insurance.

5. Resume and references.

6. Any other information that the Proposer considers relevant for the purpose of evaluating its proposals for the Project.

B. CONTACT INFORMATION

Clarification and interpretations of this Request for Proposals must be requested in writing. Responses shall be likewise furnished. See key dates listed in Article II.A for last day to submit questions. 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 to:

Johanna F. Boucher, Purchasing Agent
230 South Street
Hyannis, MA 02601
Phone. (508) 862-4741, Fax: (508) 862-4717
Email: johanna.boucher@town.barnstable.ma.us
Business Hours: 8:00 a.m. – 4:00 p.m. Monday through Friday
ATTACHMENT A
SAMPLE CONTRACT

Owner-Consultant Contract

SPECIAL PROJECT ADMINISTRATOR

TOWN OF BARNSTABLE
DEPARTMENT OF PUBLIC WORKS
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Attachment A – Scope of Services
Attachment B – Itemized Price Proposal Summary
Attachment C – Site Plan (If applicable)
The AGREEMENT made this ___________ day of _____________, 2007 by and between the Town of Barnstable, Massachusetts, hereinafter referred to as the “Town”, and NAME OF CONTRACTOR, with legal address and principal place of business at ADDRESS OF CONTRACTOR, hereinafter referred to as the “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 services as specified in this Contract for a not to exceed $__________, as specified; and the Contractor provide contracted services in accordance with and as defined in the following, and which are made a part hereof and collectively evidence and constitute the Contract:

1. Scope of Services - Attachment A

2. Price Proposal – Attachment B

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 the parties hereto.

NOW, THEREFORE, the Contractor, for the compensation set forth, agrees to furnish professional services to the Town for various Special Projects, in accordance with the following requirements. The Contractor shall coordinate all efforts through the Town’s Administration and Technical Support Division, Department of Public Works.

ARTICLE 1: DEFINITION OF TERMS

1. GENERAL LAWS -- The General Laws of the Commonwealth as amended including any rules, regulations and administrative procedures implementing said laws.

2. TOWN – The Town of Barnstable or its representative who is duly authorized to act in the execution of the work covered by this contract.

3. DIRECTOR -- The Director of Public Works, or his authorized representative.

4. PROJECT -- The services to be provided as specified in the Scope of Services – Attachment A.

5. CONTRACTOR -- The person performing services under this agreement.

6. PRINCIPALS -- RESERVED.

7. APPROVAL OF THE DIRECTOR – A written communication from the Director, or his authorized representative, to the Contractor expressing the Town
of Barnstable approval of services or documents prepared by the Contractor, which communication in no way relieves the Contractor from responsibilities under this contract.

8. **NOTICE TO PROCEED** – A written communication by the Town, customarily which constitutes an essential condition of this contract, authorizing the Contractor to perform the services for the project task to which such notice shall relate.

9. **SUBMITTAL DATES** - Those dates referred to in the Notice to Proceed or any subsequent amendment thereto.

10. **PROJECT MANAGER** - The Town's representative responsible for overseeing the Contractor’s compliance with this contract is the Owner’s Project Manager and the Supervisor of Structures & Grounds.

11. **FOREMAN/PROJECT MANAGER** - The on-site representative of the Contractor.

12. **CONTRACT DRAWINGS** - Graphical representation of the projects components.

**ARTICLE 2: RESPONSIBILITIES OF THE TOWN**

1. The Town is the owner of the Facilities related to this contract. The Town administers this contract to ensure that the project meets the Town's needs and conforms to the guidelines and standards supplied by the Town.

2. The Town shall, without unreasonable delay, render all approvals required by this contract in writing to the Contractor, or shall notify the Contractor in writing why such approvals are being withheld. The Town shall not unreasonably withhold any approval, acceptance, or consent required under this contract.

3. For satisfactory performance of all services required in this contract, the Town shall compensate the Contractor in accordance with the provisions of Articles 11 through 15.

4. The Town shall furnish to the Contractor available data as indicated in the Scope of Services (Attachment A). All such data and any other data provided to the Contractor by the Town shall remain the property of the Town of Barnstable. The Contractor may use all data provided by the Town only for the purposes of this Contract, unless the Town gives the Contractor specific written permission for some other use.

5. The Town does not guarantee nor does it make any express or implied warranties concerning the accuracy of information furnished and the Contractor must satisfy
himself as to the correctness of data, except in instances where the Town makes specific written exceptions. The Contractor shall, within the fee, analyze and evaluate the information furnished by the Town.

ARTICLE 3: PROFESSIONAL RESPONSIBILITY AND SERVICES TO BE PERFORMED

1. The Contractor shall perform the services in accordance with the scope of services set forth in Attachment A. The Contractor shall be responsible for the professional and technical accuracy and the coordination of all reports, estimates and other work furnished by him or his subcontractors. Because time is of the essence, the Contractor shall provide the necessary staff to complete the services required under this contract in a continuous and expeditious manner, and shall meet the approved schedule and submittal dates established during the course of this contract.

2. The Contractor shall furnish appropriate competent services for each of the Tasks/Parts to the point where detail checking or reviewing by the Town will not be necessary. The Contractor, with the written approval of the Town, which shall not be unreasonably withheld, shall be permitted to determine materials, equipment, component systems and types of services to be included in the project. The decision of the Town shall be final in matters pertaining to this paragraph, but the Contractor shall not be responsible for any such decision which is inconsistent with generally accepted standards of professional practice.

3. The Town’s review, approval or acceptance of, or payment for, any of the services furnished shall not be construed as a waiver of any rights under the contract or of any cause of action arising out of the performance of the contract.

ARTICLE 4: PROJECT PERMITTING AND APPROVALS

1. The Contractor warrants that his services will conform to all applicable federal, state, and local laws, regulations, ordinances, and by-laws.

2. The Contractor shall be responsible for compliance with the permitting requirements as indicated in the Scope of Services (Attachment A).

ARTICLE 5: CONTRACTORS, SUBCONTRACTING, SUCCESSORS AND ASSIGNMENTS

1. The Contractor shall not employ Subcontractors, sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval of and written consent of the Town. The Town shall not unreasonably withhold such approval. The Town may rescind this consent if a subcontractor is incompetent, irresponsible or otherwise unsatisfactory, and the Contractor shall remove such subcontractor from the work. The Town’s written consent shall not
in any way relieve the Contractor from his responsibility for the work or materials furnished.

2. When the Contractor receives payment from the Town, the Contractor shall within 14 calendar days make payment to each subcontractor whose work was included in the work for which such payment was received from the Town. The Town shall have the contractual right to investigate any breach of a subcontractor’s contract and to take corrective measures necessary for the best interest of the Town.

**ARTICLE 6: PHOTOGRAPHS, SPECIAL CONTRACTORS’ SERVICES** - RESERVED.

**ARTICLE 7: TIME RECORDS**

1. The Contractor shall cause to be maintained complete, accurate and detailed records of all time devoted to the project by the Contractor and each subcontractor employed by the Contractor. The Town may at all reasonable times audit such records. For construction contracts, the Contractor shall maintain accurate and detailed accounts for a six-year period after the final payment in accordance with General Laws Chapter 30, section 39R (b) (1). In addition, in contracts where the total fee exceeds $100,000 the Contractor shall comply with the following provisions of General Laws Chapter 30, section 39R which require the Contractor to:

   a. file regular statements of management concerning internal accounting controls [MGL C.30 s.39R (c)];

   b. file an annual audited financial statement [MGL C.30 s.39R (d)];

**ARTICLE 8: COMPLIANCE WITH LAWS**

1. The Contractor shall exercise due care in accordance with generally accepted standards of professional practice, to perform the work required under this contract in conformity with requirements and standards of the Town and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions and the Federal Government. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor’s failure to comply with the provisions of this Article and shall indemnify the Town against any liability incurred as a result of a violation of this section.

**ARTICLE 9: PROJECT SUPPORT PERSONNEL** - RESERVED.

**ARTICLE 10: RECORD DRAWINGS, REPORTS, CALCULATIONS**
1. 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 shall remain the property of the municipality. All records, data files, 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 shall remain the property of the Town upon payment thereof.

2. The Contractor agrees that he/she 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, provided that the Contractor shall be permitted to retain a copy of such information for purposes of documenting the Services.

ARTICLE 11: CONTRACTOR’S BASIC FEE

1. The Contractor shall be compensated for all services on the project based on hourly rates stipulated in the Cost Proposal Summary dated __________ that is included as Attachment B to this document. The noted hourly rates are appropriate for all services provided for the entire contract period, inclusive of renewals and extensions. The noted hourly rates are inclusive of all expenses, overhead and profit allowances.

ARTICLE 12: CONTRACTOR COMPENSATION – REIMBURSABLE EXPENSES

1. The Contractor shall be reimbursed for mileage and approved insurance costs incurred in performing the specified Tasks/Parts in accordance with Attachment B.

2. The Town shall not reimburse the Contractor for any telephone or other out-of-pocket expenses unless specifically authorized as provided above.

ARTICLE 13: CONTRACT TERM

1. This contract shall be for a term of twelve months, commencing on the execution of this contract and the issuance of a Notice to Proceed. $___________ is currently available for the twelve months of the proposed contract.

ARTICLE 14: CHANGE IN LAW ADJUSTMENT

1. Change in Law Adjustments. As used herein, “Change in Law” means (A) the adoption, promulgation, issuance, modification, or official change in interpretation, after the Effective Date, of any federal, state, or local law, by-law, ordinance, code, regulation, rule, or ruling; (B) the imposition, after the Effective Date, of any condition on the issuance, reissuance, or continued effectiveness of any permit, license, or approval relating to the Scope of Work, which establishes
requirements more burdensome than those imposed as of the Effective Date; or (C) the order or judgment or other action of any federal, state or local court, administrative agency, or governmental body relating to the Scope of Work issued after the Effective Date, that relate in any manner whatsoever to the suspension, termination, interruption, or non-renewal of any permit, license, consent, authorization, or approval affecting the acquisition, design, construction, equipping, start-up, operation, maintenance, ownership, use, or possession of the Town property related to the Scope of Work. In the event that a Change in Law after the Effective Date increases the operating and capital costs incurred by the Town of Barnstable (the “CIL Costs”), the payments provided to the Contractor, if the Scope of Work on this Contract is affected, shall be adjusted on a mutually acceptable basis that is consistent with generally accepted accounting principals.

ARTICLE 15: FORCE MAJEURE

1. The Agreement 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 reasonably 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 Town. In the event that the extension is not possible, the Contractor may be required to rebate to the Town a portion of the fee.

2. It is agreed, however, that since performance dates of this Agreement are important to the implementation of 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 Town shall thereafter have the right to terminate this Agreement in accordance with the provisions of the section entitled “Termination of Agreement.”

ARTICLE 16: TERMINATION, NO AWARD

1. By written notice to the Contractor, the Town may terminate this contract in whole or in part at any time either for the Town's convenience or because of the failure of the Contractor to fulfill his contract obligations. If any such termination shall occur without the fault of the Contractor, all compensation and reimbursement due to the Contractor up to the date of termination, in accordance with all contract terms, including proportionate payment for partially completed work, shall be paid to the Contractor by the Town. Such payment shall not exceed the fair value of the work, as the Town shall reasonably determine. No amount shall be allowed for anticipated profit on unperformed services.
2. If the contract is terminated due to the failure of the Contractor to fulfill his contract obligations, the Town may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Town for any reasonable additional cost occasioned to the Town thereby. These rights and remedies of the Town are in addition to any rights and remedies provided by law or under this contract.

3. Upon any termination of the contract the Contractor shall deliver to the Town all records, data, drawings, specifications, reports, estimates, summaries, and such other information and materials, whether completed or in process, as may have been accumulated by the Contractor in performing this contract.

4. Subject to the provisions explaining **Force Majeure**, if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Contractor 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 Owner 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.

**ARTICLE 17: RELEASE AND DISCHARGE**

1. The acceptance by the Contractor of the last payment for services paid under the provisions of the contract and/or in the event of termination of the contract, shall in each instance, operate as and be a release to the Town and every member and agent thereof, from all claims and liability to the Contractor for everything done or furnished for or relating to the work, or for any act or neglect of the Town or of any person relating to or affecting the work and except that such acceptance shall not release the Town from any liability it would otherwise have for injuries to third parties resulting from the negligent acts or omissions of the Town or its employees.

**ARTICLE 18: NOTICES, APPROVALS, INVOICES**

1. Any notice required under this contract to be given by the Town to the Contractor, or by the Contractor to the Town shall be deemed to have been so given, whether or not received, if mailed by prepaid postage by, respectively, the Town to the Contractor at the address specified for the Contractor on Page 1 above, or the Contractor to the Town of Barnstable, Department of Public Works, 230 South Street, Hyannis, MA 02601.

2. Written approval is required by the Town for Additional Compensation.
3. All invoices shall be submitted (in duplicate) monthly and will be promptly processed by the Town if they are in conformity with the contract terms and properly documented; if not, they will be returned to the Contractor. Undisputed charges will be paid by the Town upon submittal of a corrected invoice.

4. Invoices submitted for services that have not been previously authorized in writing shall be returned to the Contractor.

5. At the option of the Town, and depending upon the size and scope of the contract, monthly invoices for services performed shall be accompanied by a complete detailed itemization including at a minimum the listing of the name and/or equipment, payroll title, date of service, number of hours each calendar month, hourly rate, extended amount, remaining balances, and a brief description of the services performed; or alternatively, the invoice shall include the hours worked by employee category, work assignment, and the total amount invoiced consistent with the billing rate provided in Attachment B, and a brief description of the services performed. In addition, the invoice shall identify reimbursable expenses, as provided in Attachment B, and provide appropriate documentation.

ARTICLE 19: INSURANCE, PERFORMANCE AND PAYMENT BOND

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, subcontractors, 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 that 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.

2. **General** - 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 licensed to write insurance in the Commonwealth of Massachusetts. 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 provider shall indemnify, defend and hold harmless the Town of Barnstable, its elected or duly appointed officers, directors and employees against any claim based upon negligent 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, or 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, Department of Public Works.

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.

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.

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.

2. **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 One Million Dollars ($1,000,000.00); and a Products/Completed Operations Aggregate limit (as may be required) no less that Two Million Dollars ($2,000,000.00) for all injury and damages to or destruction of property during the policy period.

3. **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.

4. **Workers’ Compensation Insurance (Reserved)**

5. **Excess Liability Insurance (Reserved)**

6. **Pollution Liability Insurance (Reserved)**

7. **Professional Services Liability (Reserved)**

8. **Other Liability (Reserved)**

9. **Performance Bond (Reserved)**

**ARTICLE 20: LEGAL REQUIREMENTS**

1. **Non-resident Processing; Signatures**

   Every Contractor who is a nonresident of the Commonwealth of Massachusetts, or a non-resident co-partner of a Contractor, hereby appoints the Secretary of the Commonwealth of Massachusetts and his successor in office to be his true and lawful attorney in and for Massachusetts, upon whom all lawful processes in any action or proceeding arising out of this contract may be served. When legal process against any such person is served upon the Secretary of State, a copy of such process shall forthwith be sent by registered mail with a return receipt requested by the Town or its lawful Attorney to said Contractor or non-resident co-partner at the address set forth in the contract. Said Contractor or said non-resident co-partner hereby stipulates and agrees that any lawful process against it which is served on said attorney shall be of the same legal force and validity as if served on said Contractor or said co-partner. Such authority shall continue in force so long as any liability remains outstanding against said Contractor or said co-partner.

2. **Anti-Boycott Covenant (Executive Order #130)**

   The contractor warrants, represents and agrees that during the time this contract is in effect, neither it nor any affiliated company, as hereafter defined, will participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by General Laws Chapter 151E, sections 2 and 3. If there shall be a breach in the warranty, representation and agreement contained in this paragraph, then without limiting such other rights as it may have, the Town
shall be entitled to rescind this contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the contractor, or by a person or persons, or business entity or entities, directly or indirectly owning at least 51% of the ownership interests of the contractor.

3. Access to Contractor's Records (Executive Order #195)

The Town shall have the right, at reasonable times and upon reasonable notice, to examine the books, records, and other compilations of data of the Contractor which pertain to the performance and requirements of this contract.

4. Truth-In-Negotiations Certificate (G.L. Chapter 7, Sec. 38H) (Public Building Construction only)

The Contractor must file a truth-in-negotiations certificate prior to being awarded the contract by the Town, which must be incorporated into the contract. The certificate must contain:

a. a statement that the wage rates and other costs used to support the Contractor's compensation are accurate, complete, and current at the time of contracting; and

b. an agreement that the original contract price and any additions to the contract may be adjusted within one year of completion of the contract to exclude any significant amounts if the Town determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.

ARTICLE 21: EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION PROGRAM

1. During the performance of this agreement, the Contractor, for him/herself, his/her 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 rental of equipment. Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B).

b. The Contractor by signing the Agreement offered by the Town agrees to abide by the above paragraph to the best of his/her ability.
ARTICLE 22: CHOICE OF LAW

1. This Contract shall be construed under and governed by the laws and regulations of the Commonwealth of Massachusetts, and the Town of Barnstable. The Contractor, and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the Town is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, in any court or wherever, pending, in which the other is a party.

ARTICLE 23: WAIVERS

1. The provisions of this contract can be waived only by written agreement, except where otherwise stated herein. Forbearance or indulgence by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

ARTICLE 24: AMENDMENTS

1. No amendment to this Contract shall be effective unless it is executed in writing by authorized representatives of both parties.

ARTICLE 25: SEVERABILITY

1. If any provision of this Contract is declared or found illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

ARTICLE 26: CONTRACTOR’S CONTRACT SUPPLEMENTARY DATA

1. No changes are to be made in this Article at any time during the life of this contract without written notification to the Town and when required, receipt of written approval by the Town.

2. In accordance with the provisions of General Laws Chapter 7A, section 6, no contract to provide Consultant services shall be awarded by the Town, or by any department, board, commission, or other agency acting in its behalf, unless the person signing such contract on behalf of the party contracting to provide such services files with the Town a statement under the penalties of perjury setting forth the names and addresses of all persons having a financial interest therein, not including, however, any person whose only financial interest therein consists
of the holding of one percent or less of the capital stock of a corporation contracting to provide such services.

NOTE: Individuals who sign a contract in their own behalf must also complete the certification below as well as sign the contract. For the purpose of this directive, the term "person having a financial interest" will generally refer to any person who, in some direct manner, will benefit financially from a given contractual relationship with the Town. However, this may not, in every case, preclude the possibility of an existing financial interest within the meaning of the statute where a financial benefit is to be realized in some indirect manner. Where doubts arise in a specific case, it is advisable that names and addresses be included.

By signing this Contract, the Contractor certifies under the penalties of perjury that the following sets forth the names and addresses of all persons having a financial interest in this contract, in accordance with the provisions of Chapter 7A, section 6.

Name                        Address
__________________________________________________________________

3. Reserved.

4. By signing this contract, the Contractor certifies under the penalties of perjury that 1) in accordance with Chapter 7, section 38H (e), the Contractor has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the contract for design services; and 2) that no Contractor to or subcontractor for the Contractor has given, offered or agreed to give any gift, contribution or offer of employment to the Contractor, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Contractor or subcontractor of a contract by the Contractor; and 3) that no person, corporation or other entity, other than a bona fide full-time employee of the Contractor has been retained or hired by the Contractor to solicit for or in any way assist the Contractor in obtaining the contract for services upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the contract to the Contractor; and/or 4) 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, and that 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.
5. **By signing this contract, the Contractor certifies under the penalties of perjury that** pursuant to General Laws Chapter 62C sec. 49A, the Contractor has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes; and that pursuant to General Laws Chapter 151A, sec. 19A, the Contractor has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions.

6. **By signing this contract, the Contractor certifies under the penalties of perjury that**, if the Contractor is a corporation, the Corporation has filed with the State Secretary all certificates and annual reports required by Chapter 156B, section 109 (Business Corporation), by Chapter 181, section 4 (Foreign Corporation), or by Chapter 180, section 26A (Non-Profit Corporation) of the Massachusetts General Laws.

7. **By signing this contract, the Contractor certifies under the penalties of perjury that**, at the time of execution, it is in compliance with the provisions of Section 7 of Chapter 521 of the Acts of 1990 as amended by Chapter 329 of the Acts of 1991, and 102 CMR 12.00 and the Contractor is either a "qualified employer" because it has fifty (50) or more full time employees and has established a dependent care assistance program, child care tuition assistance, or on-site or near-site child care placements, or is an "exempt employer."

8. **By signing this contract, the Contractor certifies under the penalties of perjury that**, the Contractor is not currently debarred or suspended by the Commonwealth of Massachusetts, or any if its entities or subdivisions, under any Commonwealth law or regulation, including but not limited to M.G.L. c. 29 s. 29F and M.G.L. c. 152 s. 25C.

9. **By signing this contract, the Contractor certifies under the penalties of perjury that**, the Contractor is aware of the American with Disabilities Act which prohibits discrimination based upon disability and shall meet the standards applicable to the state under the American with Disabilities Act 42 USC 12101 et seq.; 28 CFR Part 35, as amended.

**IN WITNESS WHEREOF**, the parties executed this contract under their several seals the day and year first written above. The cost of services authorized by this Agreement shall not exceed Fifty-two thousand dollars ($52,000) plus approved reimbursable expenses without prior written authorization from the Owner.

By:

______________________________

CONTRACTOR
This is to certify the Town of Barnstable has an appropriation that is adequate to cover the cost of this contract:

Mark A. Milne, Finance Director
Consultant Services as Special Project Administrator

At a duly constituted meeting of _______________________________ held on
______________ Name of (Corporation) (Date)
at which all Directors were present or waived notice, it was voted that:

________________________________________________________________________

(Name) (Officer)
of this company, be and he/she is hereby authorized to execute contracts and bonds in the
name and behalf of said company, and affix its Corporate Seal thereto, and such
execution of any contract or obligation in this company's name on its behalf of such
________________________________________________________________________under seal of the company, shall
(Officer)
be valid and binding upon this company.

A TRUE COPY,
ATTEST:

_______________________________________________

(Name) (Officer)

Place of Business:__________________________________

_________________________________________________

Date of this Contract:_______________________

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

_______________________________________________

(Clerk)
(CORPORATE SEAL)

On this _______ day of ______________, 2007, before me, the undersigned notary public, personally appeared ___________________________________, proved to me through satisfactory evidence of identification, which were ___________________________________, to be the person whose name is signed on the preceding or attached document in my presence.

____________________________________
Notary Public
My commission expires:

IF A CORPORATION, COMPLETE ABOVE OR ATTACH TO EACH SIGNED COPY OF THE CONTRACT A NOTARIZED COPY OF VOTE OF CORPORATION AUTHORIZING THE SIGNATORY TO SIGN THIS CONTRACT. IF ATTESTING CLERK IS THE SAME PERSON AS THE INDIVIDUAL EXECUTING THIS CONTRACT, HAVE SIGNATURE NOTARIZED ABOVE.
This Scope of Services provides the Contractor (“Contractor”) with the details necessary to successfully and timely complete the project management of certain assigned special projects for various vertical infrastructure work, including the initiation of project development, design and contract monitoring (“Project”). Technical and supervisory work in the Structures & Grounds Division of the DPW in initiating, organizing, coordinating various projects. Coordinate special projects assigned by the Supervisor of Structures & Grounds and Owner’s Project Manager (OPM & SSG).

The Contractor shall be cognizant of the project goals while performing assigned tasks. The primary objective of the Contractor is to ensure that the various phases of assigned special projects are completed in accordance with all the design documents, codes, permits and regulations. These tasks have been organized into three general subtasks as follows:

1. Oversight of Initial Project Development
   1.1 The Contractor will act as the Town of Barnstable's coordinator during the development of assigned projects and report to the OPM & SSG for guidance and direction.
   1.2 Investigation of existing conditions and obtains field measurements.
   1.3 Develop end-user program requirements, project schedule and budget for review by OPM & SSG.
   1.4 Attend project organizational meetings.

2. Oversight of Design Phase Work
   2.1 Monitor the various phases of project design and communicate the same to the OPM & SSG.
   2.2 Communicate details, arrangements and scheduling to other divisions and departments involved.
   2.3 Develop project cost estimates and budgets subject to review by OPM & SSG.
   2.4 Review contract documents, plans and specifications for scope compliance prior to bidding.
   2.5 Maintain frequent contact with in-house building designers, engineers, surveyors, consultants, contractors, other town employees.
2.6 Assure compliance with ADA requirements and building codes.

2.7 Coordinate design phase activities and integrate with town provided systems.

2.8 Assure incorporation of end-user program.

2.9 Monitor project schedules and overall project budgets, both hard and soft costs, subject to review by SSG & OPM.

2.10 Assure distribution of information to other town representatives and agencies.

2.11 Attend regular project design meetings.

2.13 Coordinate with the Purchasing Officer on bid documents and participate with construction contractor selection.

3.0 Contract Administration

3.1 The Contractor will act as the OPM’s coordinator on-site during the construction phase of projects through completion, final acceptance and the warranty period.

3.2 By performing contract administration services, the Contractor assumes no responsibility for: 1) the Construction Contractor's means, methods, techniques, sequences or procedures; 2) the Construction Contractor's safety precautions or programs in connection with the Work; 3) the Construction Contractor's failure to perform the Work in accordance with the Contract Documents; or 4) acts or omissions of the Construction Contractor, its subcontractors, suppliers or any other persons performing any of the Work; provided that, nothing contained in this paragraph, or in any other Article or section of this Agreement or of the Contract Documents, shall relieve Contractor from responsibility for failure to perform or for improperly performing services required by this Agreement or the Contract Documents.

3.3 Provide field observation services at construction sites of the assigned projects throughout the construction period to provide construction observation and documentation of the progress and quality of the work, and to report said observations to the OPM & SSG.

3.4 Review the plans and specifications of the construction work and become familiar with their contents in order to be able to observe and report the degree of compliance of construction with the Contract Documents to the SSG & OPM.
3.5 Assist in the receipt and review of the construction contractor's submittals, transmit submittals for reviews, and distribute reviewed documents. Maintain status logs of all submittals.

3.6 Provide regular observation of the work to determine if work is being performed in accordance with the Contract Documents. Report delays and deficiencies to the OPM & SSG.

3.7 Initiate and maintain a filing system for project records at the project site.

3.8 Observe tests taken by the contractor(s) as required by the Contract Documents; record and report procedures used and results obtained.

3.9 Review contractor(s) applications for payment and verify the value and quantities of work claimed to have been completed and/or materials received and suitably stored on site, and that required submittals, if any, have been received; based on this review, make written recommendation to the OPM & SSG for payment.

3.10 Observe and ensure the timely development of record drawings and detail records by the construction contractor.

3.11 Develop punch list(s) and verify completion of punch list work.

3.12 Prepare for and attend construction progress meetings with the Contractor for each construction contract.
ATTACHMENT B

(Submit in a separate envelope, labeled “Price Proposal”)

PRICE PROPOSAL SUBMITTAL SHEET – Special Project Administrator

All-inclusive hourly rate to perform the contracted services as specified in this Request for Proposal:

$ _____________/ Hour (not to exceed $25.00)

Availability to start contracted services (state earliest date): ________________ (January 2, 2008 is preferred start date)

The Town of Barnstable will pay reimbursable expenses as defined in RFP.

All payable hours subject to verification and approval by the Department of Public Works.

Total “Not to Exceed” value for contracted services for the initial twelve (12) month period is $52,000.00 plus pre-approved overtime and allowable reimbursable expenses. The Town will not pay for any invoices exceeding this value.

Your signature below acknowledges your understanding of these parameters and your willingness to live within the stated financial constraint of the project.

Company: ___________________________________________________

Authorized Signature: __________________________________________

Print Name: ___________________________________________________

Title: ________________________________________________________

Date: _________________________________________________________
1. Compensation and Payment Terms

This is an hourly rate type of agreement. The compensation for the inspection services shall be at the rate of $(rate to be paid) per hour for up to forty hours per week, plus approved expenses; and at the rate of $(Time and a half of rate to be paid) per hour for work above forty hours per week, plus approved expenses; and $(Time and a half of rate to be paid) per hour for Saturdays and Sundays, plus approved expenses. All overtime must be approved by the SSG or OPM prior to taking such time. Mileage shall be reimbursed at the rate of $0.485 per mile. (See Article 12). Approved insurance expenses incurred to meet requirements of Article 19 are authorized reimbursable expenses.

Payment shall be made monthly upon submittal and approval of invoices. Work under this contract shall not exceed FINAL CONTRACT VALUE NTE $52,000 Dollars and No Cents ($________) plus approved overtime and allowable reimbursable expenses without prior written authorization by the Town of Barnstable.

All such invoices shall be paid promptly by the owner unless any items thereon are in questions, in which event payment shall be withheld pending verification of the amount claimed and validity of the claim.

Invoices shall refer to the Contract title, contain a brief progress report and be submitted to the Town of Barnstable, Department of Public Works, Administration and Technical Support Division, 230 South Street, Hyannis MA 02601.
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.

Company ______________________ Signature ______________________
Address ______________________ Name (print) ______________________

________________________________ Title ______________________
Telephone ______________________ Date ______________________
Town of Barnstable  
Department of Public Works

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 Name (Mandatory)
   Corporate Officer
   (Mandatory, if applicable)

**Social Security # or Federal Identification #

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

** Your Social Security Number may 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 Contract issued, renewed, or extended. This request is made under the authority of Mass. G.L. 62C s. 49.A.
Town of Barnstable
Request for Proposal
Special Project Administrator

The Purchasing Agent of the Town of Barnstable (Owner), on behalf of the Department of Public Works (DPW) hereby requests the submittal of qualifications and proposals from qualified individuals to provide consultant services as specified. Duties to include but are not limited to project management, contract administration, materials management, resident inspection services, and technical writing. These services are to be provided on an hourly rate basis and the Town is offering a twelve (12) month contract with two (2) twelve (12) month options at the sole discretion of the Town. Funding is available for Fiscal Year 2008 and the continuation of the contract beyond Fiscal Year 2008 is subject to yearly appropriation. This is a full time hourly position requiring 2080 hours per year with no benefits.

The contract and its award process are subject to the Uniform Procurement Act pursuant to the Massachusetts General Laws Chapter 30B. The issuance of this Request for Proposal is in compliance with the provisions of the Act, and the contract and award will be made at the Town’s discretion. 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.

Request for Proposal documents may be obtained on the Town of Barnstable website at www.town.barnstable.ma.us, Bid & RFP System. For questions, contact the Purchasing Agent at 508-862-4741 between the hours of 8:00 to 4:00 Monday through Friday.

Responses are due on December 19, 2007, 2:00 p.m. in the Purchasing Agent’s Office, 3rd Floor, 230 South Street, Hyannis, MA 02601. The individual will be selected within approximately 60 days. The Request for Proposals shall be available at the Purchasing Agent’s office beginning immediately (Monday through Friday from 8:00 a.m. to 4:00 p.m., excluding holidays). Non-price proposals will be opened on December 19, 2007, 2:00 pm in the office of the Purchasing Agent. 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 will be conducted with qualified proposers who are deemed Highly Advantageous or Advantageous during the evaluation of the proposals. The Town reserves the right to reject any or all proposals when it deems it to be in the best interest of the Town.