

# **Town of Halifax, MA**

## **Alum Treatment of West Monponsett Pond**

## **Request for Proposal**



Issued: April 17, 2017

RFP DUE: May 1, 2017, no later than 2:00  
p.m.

Contact: Charlie Seelig, Town Administrator  
781-294-1316; [cseelig@town.halifax.ma.us](mailto:cseelig@town.halifax.ma.us)

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## ATTACHMENTS

ATTACHMENT 1 – Revised Habitat Management Plan for Phosphorus Inactivation in the Western Basin of Monponsett Pond (2017), SOLitude Lake Management

## **SECTION I. INTRODUCTION AND SCOPE OF SERVICES**

The Town Administrator for the Town of Halifax, Massachusetts on behalf of the Board of Selectmen is soliciting responses for the Alum Treatment of West Monponsett Pond.

The Town of Halifax is anticipating a combined appropriation and grant of \$128,215.00 through the MassDEP 319 Nonpoint Source Pollution Grant Program to secure the services as requested in this Request for Proposal (RFP). The goal of this RFP is to identify the proposer who can best complete the work as outlined in these documents. An 18 month contract commencing May, 2017 is being offered for completing the full scope of work, though the alum treatment itself is targeted to be in early June. This RFP and contract work is contingent upon the approval of the appropriation of funds for this project by the Board of Selectmen.

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 Halifax is situated in Southeastern Massachusetts and considered the Heart of Plymouth County. The Town of Halifax was incorporated on July 4, 1734. It is located 28 miles from Boston and 12 miles from Plymouth. Halifax has a total area of 17.3 square miles, of which 16.1 square miles is land and 1.2 square miles, or 6.81%, is water.

Much of Halifax's geography is dictated by water. The town lies on the western banks of Silver Lake, and is also the site of Robbins Pond, Indian Trail Reservoir and Burrage Pond in the west of town, and East and West Monponsett Ponds near the center of town. The two Monponsett Ponds are separated by a narrow strip of land, barely 150 feet wide in some spots, and this strip of land also accommodates part of MA Route 58. Part of the town's border with Bridgewater is defined by the Taunton River, which also spawns the Winnetuxet River and several other brooks into town. On either side of the Monponsett Ponds lie swamps, with Great Cedar Swamp to the west and Peterson Swamp to the east. The town also shares a small conservation area with neighboring Plympton and the larger Burrage Pond Wildlife Management Area with Hanson.

Halifax is governed by the open town meeting form of government, led by a board of selectmen and a town administrator. Halifax has its own police and fire departments, both of which are headquartered near the town center. The town has its own ambulance service, with the nearest hospitals being in Plymouth and Brockton. The town's post office is also located in the town center, as is the Holmes Public Library. The town also operates a beach on West Monponsett Pond, and one boat landing each on the two Monponsett Ponds.

The Monponsett Ponds are a relatively large system (total area 528 acres), consisting of West Monponsett Pond and East Monponsett Pond located in Halifax and Hanson, MA. Route 58 runs between the two basins, which are connected by a small culvert at their southern ends. The eastern basin is 246 acres; the western basin is 282 acres. The ponds' stagnant waters, warm water temperatures and high nutrient content make it very susceptible to cyanobacteria toxin blooms. Cyanobacteria blooms in the pond have resulted in multiple beach closures and serious health concerns. In 2014, Monponsett Ponds and Stump Brook received priority project status as sponsored by the Massachusetts Division of Ecological Restoration (DER). The objective of this project is to reduce the concentration of

cyanobacteria that can produce dangerous toxins which have been linked to serious health effects including skin rashes, gastric distress and respiratory problems through aluminum sulfate (alum) treatment which will remove phosphorus from the water column and improve water quality.

West Monponsett Pond is currently listed on the Massachusetts 2014 Integrated List of Waters (303d list) as a “Category 5” water body, meaning that it is impaired or threatened for one or more uses and the state is required to develop a Total Maximum Daily Load (TMDL) for the waterbody. The causes of impairment are attributed to excess algal growth, phosphorus (total), taste and odor and existance of non-native aquatic species

The pond is also identified as an area of Priority Habitat for Rare Species and Estimated Habitat for Rare Species by the Massachusetts Division of Fisheries and Wildlife for the following three state-listed species of special concern:

- Tidewater Mucket (*Leptodea ochracea*)
- Eastern Pondmussel (*Ligumia nasuta*)
- Umber Shadowdragon (*Neurocordulia obsoleta*)

The proposed alum treatments are subject to an Order of Conditions from the Halifax Conservation Commission issued on June 20, 2012 and valid until June 2019. The Special Conditions of the OOC include a NHESP approval from the Massachusetts Division of Fisheries and Wildlife and a 2012 “Habitat Management Plan for Phosphorus Inactivation in the Western Basin of Monponsett Pond” prepared by Lycott Environmental. A revised report was reissued on March 3, 2017 by SOLitude Lake Management (SOLitude), the successor company to Lycott Environmental and this report updated the dosing and monitoring requirements (see Attachment 1).

### **Estimated Quantity of Pollutant(s) to Be Removed**

The October 24, 2016 MassDEP report “Draft West and East Monponsett Ponds, Stetson Pond and White Oak Reservoir Total Maximum Daily Loads for Total Phosphorus” discussed the internal load for West Monponsett Pond in depth. Based on the TMDL, to meet West Monponsett Pond’s target total phosphorus (TP) concentration; a 90% reduction in TP loads from the sediments will be required. The origin of this large amount of sediment phosphorus was due to historically high anthropogenic phosphorus inputs that have transferred and settled to the sediments over many years. Alum treatment generally has been most cost effective but there is a concern regarding rare species impacts with any of the treatment methods. Coordination with the Massachusetts NHESP staff is required to develop a treatment plan that will protect the rare freshwater mussel species. West Monponsett Pond was treated with low doses of buffered alum in the summer of 2013 and 2015 and no impacts to the rare mussels were reported. The estimated total buffered alum treatment through 2015 was approximately 12 g/m<sup>2</sup> Al. An estimated additional 38 g/m<sup>2</sup> Al would be needed to treat the internal loading of 293.5 kg/yr for West Monponsett Pond. The goal of the treatment modifications is to reduce phosphorus concentrations below 30 ppb in the month of June in order to prevent the establishment of cyanobacteria growth prior to its growing season.

According to the TMDL, the 2015 alum treatment program resulted in a 50% reduction in TP levels within West Monponsett Pond from 46 parts per billion (ppb) in June 2015 to 26 ppb in July 2015. The 2017 revised Habitat Management Plan summarized the alum treatment to date as shown in Table 1 and the following discussion.

**Table 1 □ Historical Dosing Information**

Treatment Year	Volumetric Dose	Areal Dose	Notes
2013	3.0 ppm	7.1 g/m <sup>2</sup>	Single application
2015	2.1 ppm	4.9 g/m <sup>2</sup>	Split over three applications
2016	1.4 ppm	3.2 g/m <sup>2</sup>	Single application
Total Areal Dose Applied		15.2 g/m <sup>2</sup>	

In 2017, the alum treatment plan will involve at least one, early season application of 9.0 g/m<sup>2</sup> (~4 ppm Al) with the hope of inactivating a sufficient amount of available phosphorous in the pond sediments resulting in low growth of cyanobacteria. Past treatments have sequentially reduced phosphorus levels in the West Basin and it is estimated that the proposed treatment will meet water quality goals at least for a period of time. Depending on available resources, the dose may be increased up to 17.0 g/m<sup>2</sup> as a single or split □ application treatment in 2017. Depending on how dramatically conditions improve in the pond, subsequent applications may not be necessary, however the remaining dose (up to the projected total dose of 50 g/m<sup>2</sup>) may be applied in 2018; plans and grants are also being pursued for an alum micro □ floc injection system.

**Treatment Area**

No change to the overall extent of the treatment area is proposed. As with the 2013/2015 □ 2016 treatment program, the aluminum sulfate and sodium aluminate will be applied to areas of the West Basin that are deeper than four feet – a total treatment area of approximately 235 acres.

**Monitoring Program**

Table 2 below outlines the components of the monitoring program and the goals of each. Details are provided in the 2017 revised Habitat Management Plan.

**Table 2: Monitoring Program Design**

Monitoring Component	Timing in relation to treatment	Location(s)	Goal
Water quality	Before, during, and after each application	3 established locations within each treatment zone	Evaluate short and long □ term effects on water quality
Monitoring of state □ listed species	Upon reaching suitable conditions (phosphorus levels <20 pbb, or sufficiently low cyanobacteria counts), one year following completion of alum treatments and 5 □ years after completion of alum treatments	5 paired plots	Evaluate short and long □ term effects on these species identified by NHESP as potentially susceptible to the treatment
Monitoring of pond fish and wildlife	Response to treatment – before and after daily treatment	Treatment areas (in conjunction with water quality testing), and visual inspection of	Evaluate and document any information pertaining to fish and/or wildlife kill event. Share

		pond perimeter	information with DFW-SE
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**B. SCOPE OF SERVICES**

The Town of Halifax seeks a qualified firm to conduct any necessary assays, monitoring, and reporting typical of alum treatments, and to treat West Monponsett Pond with alum. The next round of alum treatment is expected to begin in May 2017. Water quality and biological monitoring is expected to be performed before, during, and following the treatment.

The goal of the alum treatment is to remove phosphorus from the water column through the application of aluminum sulfate (alum). Due to the poor buffering capacity of the pond, sodium aluminate will be simultaneously applied during the treatment in order to maintain a proper pH in the pond during the treatment. Two medium-dose buffered alum treatments will be applied to the pond in May and June. The Town initiated alum treatments to reduce the phosphorus in the pond in 2013 and 2015. The results of each year of treatment are used to optimize the treatment for the subsequent year. The project as proposed includes two applications during the 2017 season of buffered alum treatment. The following Scope of Services is proposed.

**Task 1**

Coordination with the local Conservation Commissions (Town of Hanson and Halifax): A valid Order of Conditions (OOC) for the nutrient management program at West Monponsett Pond remains valid until 2019. This task also includes preparation and filing of a *License to Apply Chemicals* permit from MassDEP for the application of aluminum sulfate and sodium aluminate to the pond.

**Task 2**

Perform two medium-dose buffered alum treatments spaced approximately one month to six weeks apart (May and June).

- (1) Initial aluminum sulfate and sodium aluminate treatment targeting an aluminum dose of approximately 9.0 ppm throughout all areas greater than 4 ft. in depth (approximately 235 acres).
- (2) Follow-up medium dose buffered alum treatment targeting an aluminum dose of approximately 8.0 ppm.

**Task 3**

Monitoring – Water Quality and State Listed Species

Perform all of the NHESP required monitoring outlined in the approved REVISED Management Plan (Attachment 1) including:

- Short-term mussel and other State listed species monitoring
- 18 water quality samples (3 samples once per month April – September) analyzed for phosphorus, pH, alkalinity and turbidity
- 6 algae samples (1 sample per month April – September) for species identification and general abundance/dominance.

**Task 4**

A final written report will be developed that outlines the treatment tasks performed. The report will also provide an evaluation of the results of the State listed species, water quality and algae monitoring. These results will then be used to evaluate the efficacy of the program and the feasibility of possible improvements/modifications to a second phase treatment.

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

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

April 17, 2017	RFP available to the general public
April 14, 2017	RFP advertised in the Plympton-Halifax Express
April 17, 2017	Legal Ad to appear in the Massachusetts Goods & Services Bulletin
April 24, 2017	Last day for questions to Town Administrator
May 1, 2017	Proposal due to Town Administrator's Office by 2:00 pm
Mid May	Notice of Award (contingent upon Board of Selectmen Appropriation Approval)
May and June, 2017	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 Halifax 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 Halifax 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 Halifax 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 Halifax. 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 Board of Selectmen. The put-in point for the alum barge is located at the State boat ramp on Monponsett Street (Rt. 58). The firms responding to this RFP will be invited onsite for inspection. If needed, directions to West Monponsett Pond can be obtained by calling the Town Administrator at 781-294-1316 between the hours of 8:00 to 4:00 Monday through Friday.

#### **C. QUESTIONS AND CLARIFICATIONS**

Questions requiring clarification shall be submitted in writing, email or faxed to the Town Administrator prior to April 24, 2017 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 shall be subject to Force Majeure considerations. Either party hereto shall be excused from performance of any act under the contract if prevented from the performance of any act required 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. The period for the performance of such obligation shall be extended for an equivalent period for no additional cost. Continued prevention from performance by such causes for periods aggregating sixty (60) or more days shall be deemed to render performance impossible, and either party shall thereafter have the right to terminate this contract. In the event that the contract is terminated, the provider may be required to rebate the Municipality a portion of the fee, which represents the period which equals the non-performance period correlating to a daily rate after converting the monthly fee rate to a daily rate.

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 Halifax 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 Halifax 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**

The Contractor/Consultant/Vendor shall indemnify, defend, and save harmless the Town of Halifax (TOWN), all of the TOWN officers, agents and employees from and against all suits and claims of liability of every name and nature, including attorney’s fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Contractor/Consultant/Vendor, subcontractors and their agents or employees in the performance of the work covered by this Agreement and/or their failure to comply with terms and conditions of this Agreement . The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor/Consultant/Vendor under contract with the TOWN.

##### **2. General Requirements**

(a) 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 Halifax. 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 defend, indemnify, and hold harmless the Town of Halifax, 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 dependents pursuant to the agreement.

(b) With the exception of Professional Services Liability for architects, designers and engineers, and Worker's Compensation, the Town of Halifax 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 Halifax, Board of Selectmen.

(c) Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this contract, and shall 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 Contractor's policy renewal, updated insurance certificates shall be sent to the Town of Halifax, Town Administrator, 499 Plymouth St., Halifax, MA 02338.

(d) 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 Halifax 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.

(e) All insurance coverage shall be placed with such company as may be acceptable to the Town of Halifax 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 Halifax 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**

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 (as applicable to each requirement)**

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).

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

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

(b) 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.

Orders of Conditions from the Halifax and Hanson Conservation Commissions are in effect until June 2019. These Orders include a Massachusetts Natural Heritage and Endangered Species Program approval and a mandated *2017 REVISED Habitat Management Plan West Basin of Monponsett Pond*. A License to Apply Chemicals permit from MassDEP for the application of aluminum sulfate and sodium aluminate to the pond is required.

**J. TOWN MONITORING**

This project will be managed through the Board of Selectmen and Board of Health. On a regular basis the Health Agent may visit the site to inspect and monitor the contractors operations. The Health Agent may board any vessel used by the contractor in performing their operations. The Health Agent 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 Town Administrator, an applicant preliminarily selected as a candidate for a contract, may be requested to attend a meeting with the Board of Selectmen. 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 Halifax 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 Halifax 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 Administrator 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 the Office of the Town Administrator 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 Purchasing 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 Town Administrator. The Town Administrator 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 Halifax seeks a qualified firm to treat West Monponsett Pond with alum, and to provide all required preliminary, during- and post-treatment monitoring, assays and reports.

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

The project will conclude with the 1-yr post-treatment mussel and dragonfly survey. The final report shall be due November 30, 2018 , (the end-contract date). The final report shall be provided in pdf format.

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.

**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 Town Administrator 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 Board of Selectmen 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 (Town Administrator). 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 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: Contractor 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 "**Alum Treatment of West Monponsett Pond (Non-Price)**" and one containing an original and one copy of the price proposal marked "**Alum Treatment of West Monponsett Pond (Price Proposal)**" must be received per the time frame outlined in the legal advertisement- (Appendix E). It is the sole responsibility of the proposer 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 April 24th. After that day no requests or questions will be accepted. Please contact the Town of Halifax for clarification of this Request for Proposal, direct all inquiries regarding the plan to:

Charlie Seelig  
Town Administrator  
Town of Halifax  
499 Plymouth Street  
Halifax, MA 02338  
Phone. (781) 294-1316  
Fax: (781) 294-7684  
Business Hours: 8:00 a.m. - 4:00 P.M.  
Monday through Friday  
cseelig@town.halifax.ma.us

TOWN OF HALIFAX

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 HALIFAX

**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 – Alum Treatment of West Monponsett Pond**

**Funding cap paragraph**

The form will be used by the Contractor to indicate they understand that the expected appropriation of \$128,215.00 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.

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

Include a detailed price breakdown attached to this sheet, along with a milestone payment schedule by task.

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

Company \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Tel/Facsimile \_\_\_\_\_

Email Address \_\_\_\_\_

Date \_\_\_\_\_

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

Note: Proceeding to Contract and commencement of work is contingent upon the approval of the appropriation of funding for this project by the Board of Selectmen and the release of funding 30 days after approval vote.

**CONTRACT**

The AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the Town of Halifax, Massachusetts, hereinafter referred to as the "Town", and \_\_\_\_\_, with legal address and principal place of business at \_\_\_\_\_, 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 service for the Alum Treatment of West Monponsett Pond as specified in this Contract and Request for Proposal dated \_\_\_\_\_ for a total price Not to Exceed \_\_\_\_\_; and the Contractor shall at his/her own proper cost and expense furnish all materials, supplies, machinery, equipment, tools, supervision, labor, insurance, and other accessories and services necessary to complete the said work in accordance with and as defined in the following, and which are made a part hereof and collectively evidence and constitute the Contract:

1. Appendix A - Town of Halifax Request for Proposal including scope of dated April 17, 2017.
2. Appendix B - (Contractor) Proposal - dated \_\_\_\_\_
3. Appendix C - \_\_\_\_\_ Pricing Proposal - dated \_\_\_\_\_ including milestone payment schedule.

The commencement of this contract work is contingent upon the approval of the appropriation of funds for this project by the Board of Selectmen in May 2017. If funding is approved by the Board of Selectmen, the funding will be released thirty days after that approval. A notice to proceed shall be issued upon the release and availability of the funding, estimated to be approximately May 8, 2017. No work to be commenced or costs incurred under this contract until that notice to proceed is issued. If the funding is not approved, this contract shall be terminated at no cost to either party.

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 specified services to the Town for the Project, in accordance with the following requirements. The Contractor shall coordinate all efforts through the Town's Board of Selectmen.

**ARTICLE 1: RESPONSIBILITIES OF THE TOWN**

1. The Town is the owner of the property 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 required 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 payment schedule defined in Appendix C.

ARTICLE 2: PROFESSIONAL RESPONSIBILITY AND SERVICES TO BE PERFORMED

1. The Contractor shall perform the services in accordance with the scope of services set forth in the Town of Halifax Request for Proposal and the Contractor's detailed proposal (Appendix C). 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 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 3: 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 as defined in the Request for Proposal.

ARTICLE 4: 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 5: 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 6: PROJECT SUPPORT PERSONNEL

1. All work to be performed under this contract is as authorized by task by the Town Project Manager responsible for the oversight of this project, Cathleen Drinan, Health Agent, (781) 293-6768

2. Project personnel assigned to the project for the Contractor are as defined in Contractor proposal dated \_\_\_\_\_. Contractor shall not make any changes to key personnel assigned to this project without the written consent of the Town.

ARTICLE 7: CONTRACTOR’S TASK AND FEE SCHEDULE

**To Be Determined**

ARTICLE 8: CONTRACTOR COMPENSATION – REIMBURSABLE EXPENSES

1. All expenses are included in the total not to exceed project fee and as per Appendix D. The Contractor shall not be reimbursed for any additional expenses unless mutually agreed to be outside of original scope of services.
2. The Town shall not reimburse the Contractor for any telephone or other out-of-pocket expenses unless specifically authorized as provided above.

ARTICLE 9: CONTRACT TERM

1. All contracted work to be performed under this agreement shall be performed in accordance with the specifications and milestone schedule and is to be completed by \_\_\_\_\_.

ARTICLE 10: FORCE MAJEURE

1. The Contract shall be subject to Force Majeure considerations. Either party hereto shall be excused from performance of any act under the contract if prevented from the performance of any act required 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. The period for the performance of such obligation shall be extended for an equivalent period for no additional cost. Continued prevention from performance by such causes for periods aggregating sixty (60) or more days shall be deemed to render performance impossible, and either party shall thereafter have the right to terminate this contract. In the event that the extension is not possible, the provider may be required to rebate the Municipality 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 11: 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.
5. The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Town's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

ARTICLE 12: 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 Halifax, Board of Selectmen, 499 Plymouth Street, Halifax, MA 02338.
2. Written approval is required by the Town for Additional Compensation.
3. Invoices are to be submitted in accordance with the milestone schedule for completed work. All invoices shall be submitted (**in duplicate**) upon completion and acceptance of each milestone 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. Invoices to be submitted to:  
Town of Halifax, Board of Selectmen  
Attn: Charlie Seelig  
499 Plymouth Street, Halifax, MA 02338.

ARTICLE 13: INDEMNIFICATION, GENERAL INSURANCE

1. Indemnification

The Contractor shall indemnify, defend, and save harmless the Town, all of the Town officers, agents and employees from and against all suits and claims of liability of every name and nature, including attorney's fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries to persons or damage to property of the Town or any person, firm, corporation or association arising out of or resulting from any act, omission, or

negligence of the Contractor, subcontractors and their agents or employees in the performance of the work covered by this Agreement and/or their failure to comply with terms and conditions of this Agreement . The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor under contract with the Town.

## 2. **General Requirements**

(a) 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 Halifax. 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 defend, indemnify, and hold harmless the Town of Halifax, 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 dependents pursuant to the agreement.

(b) With the exception of Professional Services Liability for architects, designers and engineers, and Worker's Compensation, the Town of Halifax 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 Halifax, Board of Selectmen.

(c) Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this contract, and shall 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 contract's policy renewal, updated insurance certificates shall be sent to the Town of Halifax, Board of Selectmen.

(d) 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 Halifax 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.

(e) All insurance coverage shall be placed with such company as may be acceptable to the Town of Halifax 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 Halifax Town Administrator 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).

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

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

(b) 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.

**ARTICLE 14:      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 15: 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 Halifax. 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 16: 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 17: AMENDMENTS

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

ARTICLE 18: 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.

**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 a maximum not to exceed value of \$\_\_\_\_\_ without written authorization from the Owner.

By: \_\_\_\_\_

\_\_\_\_\_

Approved as to form

\_\_\_\_\_  
Lawrence P. Mayo  
Town Counsel

By: TOWN OF HALIFAX

\_\_\_\_\_  
Charlie Seelig, Town Administrator  
Town of Halifax

SIGNATORY AUTHORITY – 2017 Alum Treatment, West Monponsett Pond

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:

\_\_\_\_\_  
(Clerk)

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 \_\_\_\_\_, 2017, 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.

**LEGAL ADVERTISEMENT FOR RFP**

**TOWN OF HALIFAX  
REQUEST FOR PROPOSALS  
ALUM TREATMENT OF WEST  
MONPONSETT POND**

The Town Administrator of the Town of Halifax, Massachusetts on behalf of the Board of Selectmen is soliciting responses for the **Alum Treatment of West Monponsett Pond**. The terms of the agreement anticipate the first treatment of the pond in May, 2017.

The Town of Halifax is anticipating a combined MassDEP Section 319 Nonpoint Source Pollution Grant and Town appropriation of \$128,215.00 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. An 18 month contract commencing May, 2017 is being offered for completing the full scope of work, though the alum treatments themselves are to be completed by late June, 2017. This RFP and contract work is contingent upon the approval of the appropriation of funds for this project by the Board of Selectmen in May 2017.

RFP documents are available on the Town of Halifax website, Bid & RFP System at [www.town.Halifax.ma.us](http://www.town.Halifax.ma.us). Site visits may be arranged with the Town Administrator. Directions to the site can be found by calling the Town Administrator at (781) 294-1316 between the hours of 8:00 to 4:00 Monday through Friday.

Responses are due on May 1, 2017 at 2:00 p.m. in the Office of the Town Administrator, Charlie Seelig, 499 Plymouth St. Halifax, MA 02338. The Contract will be awarded by May 15, 2017 contingent on the receipt of 319 Grant funds and approval of the appropriation of funding by the Board of Selectmen. Responses will be opened and read in the Town Administrators 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 Town Administrator 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.