

TOWN OF MANCHESTER BY THE SEA,  
MASSACHUSETTS

REQUEST FOR PROPOSALS FOR  
WATER TREATMENT AND WELL SUPPLY AND SUPPLY  
SERVICES  
OPERATION, MAINTENANCE AND MANAGEMENT

RFP Issued: November 19, 2018

Mandatory Pre-Proposal Conference:  
10:00 AM, November 28, 2018

Proposal Due Date: 2:00 P.M. Local Time, December 19, 2018

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## **1.0 INTRODUCTION**

### **1.1 Purpose**

The Town of Manchester by the Sea (Town) is requesting proposals to operate, maintain and provide customer service functions related to its water treatment and well supply systems. For this purpose, information containing a description of existing system and is included.

The Town intends to select the Proposal that, in the judgment of the Town, is the most advantageous to the Town considering operating costs, project approach, experience and other factors as delineated in this Request for Proposals (RFP). The Town intends to negotiate a five (5), ten (10), or twenty (20) year agreement (Agreement) with one of the Proposers based upon the Proposal found most advantageous to the Town.

### **1.2 Overview**

The Town's Public Works Department provides water services through its Water Department. The Water Department is operated as a separate enterprise fund.

Water is provided to approximately 2,500 customers in Manchester by the Sea. The water system includes a 4.0 MGD micro floc water filtration plant and a ground water well known as the Lincoln Street Well, approximately 37 miles of water mains with one (1) storage tank owned by Manchester by the Sea. All accounts are metered.

The Town is responsible for all customer service functions including meter reading, billing, collections, processing new service requests, shutoffs, customer inquiries and the maintenance of records.

The Proposer/Operator is relied upon for occasional assistance and coordination with the Water Department in responding to customer water quality complaints and follow up laboratory testing as needed.

### **1.3 RFP Overview**

This RFP contains:

- A description of the existing water systems.
- A description of the procurement process, procedures and schedule.
- A description of the scope of the requested services.
- A summary of key terms of contract and a draft contract that sets out the terms of the business arrangement that is the basis on which the Town will negotiate a 5, 10 or 20-year (with a 5 year renewal) Agreement with the Contractor selected pursuant to this RFP.
- The Proposal evaluation process the Town anticipates following in selecting one preferred Proposer for contract negotiations, the evaluation criteria, including Minimum Qualification Requirements that must be satisfied for a Proposer to be deemed qualified.
- A detailed description of the proposal requirements with which responsive Proposers must comply.
- Appendices which provide the Business Proposal Forms, Price Proposal Forms, and a list of information located in the DPW office and available for Proposer review.

### **1.4 Overview of Solicitation**

The Town is seeking proposals from qualified entities to: 1) operate and maintain the Water Treatment Plant, Lincoln Street Well and Moses Hill Tank; 2) make repairs and to equipment at each location; 3) meet certain Performance Standards and to comply with all applicable permits, licenses, existing and future regulations, approvals and other Applicable Law; and 4) perform the other related and ancillary responsibilities set forth in this RFP (collectively the "Contract Services").

The Town currently anticipates that it would select only one Proposer from those submitting Proposals and conduct final negotiations with the selected Proposer. If under this procedure the Town determines in its sole judgment that it is unable to negotiate a contract with the selected Proposer on terms that it determines to be fair and reasonable and in the best interest of the Town, then the Town may terminate negotiations with such Proposer and initiate negotiations with the next best Proposer.

The Town has established the following schedule for the procurement process:

<u>Key Event</u>	<u>Date</u>
Issue RFP	November 19, 2018
Mandatory Pre-Proposal Conference	November 28, 2018, 10 AM
Receive Proposals (Proposal Due Date)	December 19, 2018, 2 PM,
Local time Interviews (if needed)	January 8, 2019
Select Contractor (approximately, includes Town Select Board approval)	
Complete Negotiations (approximately)	March 1, 2019
Award of Contract (approximately)	March 15, 2019
Commencement Date for Systems' Operations	April 1, 2019

The Mandatory Pre-Proposal Conference will be held in the conference room at the Gravelly Pond Water Treatment Facility  
597 Chebacco Rd, South Hamilton, MA 01982-2712  
Hamilton, MA 10 AM on November 28, 2018.

## **1.5 Current Operations**

The Water Treatment Plant and Lincoln Street Well are currently operated by Woodard & Curran, Inc. (Current Operator). Copies of the monthly reports prepared by the Current Operator are also available for review by Proposers at the DPW office, and will be provided to Proposers when they visit the office.

Information regarding the water systems will be available for review by Proposers making an appointment. Proposers are encouraged to make appointments, in accordance with Section 3.2 of this RFP, to conduct a detailed inspection of the water treatment plant, well, storage tank and operating records, which will be open for Proposer inspection.

## **1.6 Definitions**

The term "Proposer", as used herein, refers to the company submitting a Proposal in response to this RFP, including all companies sponsoring the Proposal and committed to undertaking a substantial role in performing or guarantying the Contract Services. The term "Proposal", as used herein, means a document submitted for evaluation in response to this RFP. The term "Contractor" refers to the company executing the Agreement with the Town to provide the Contract Services, whether such company is the Proposer or another company used or created by the Proposer to provide such services.

## **2.0 DESCRIPTION OF EXISTING SYSTEMS AND PLANNED CAPITAL IMPROVEMENTS**

### **2.1 Existing Water System**

#### **2.1.1 Description of the Water System**

As of September 2018, the Manchester by the Sea water system provided service to approximately 2,500 residential and commercial accounts located the Town of Manchester by the Sea. The actual population currently served by the water system is estimated at approximately 5620 people.

#### **2.2 Distribution System**

The Town's water distribution system consists of approximately 37 miles of public water mains ranging in size from two to 16-inches in diameter. Approximately four percent is 16-inch diameter, four percent is 14-inch diameter, ten percent is 12-inch diameter, seven percent is 10-inch diameter, 23 percent is 8-inch diameter, 48 percent is 6-inch diameter, and four percent is 4-inch or smaller diameter.

According to the available information, the Town's system contains approximately 76 percent cast iron (CI), 17 percent asbestos cement (AC), five percent ductile iron (DI), two percent polyvinyl chloride (PVC), and less than one percent copper.

The system also includes two water supply sources and one water storage tank. The sources are located within the North Coastal Basin Watershed. The distribution system service elevations range from sea level to approximately 196 feet above mean sea level (MSL).

#### **2.3 Water Supply Sources**

The Town has two finished water supply sources, Gravelly Pond and the Lincoln Street Well. Gravelly Pond is supplemented in part by Round Pond Well No. 1. Round Pond No. 1 is a raw water well that is pumped into a sandbed outside of Gravelly Pond and infiltrates into the Pond to supplement the source. The raw water pumped from Gravelly Pond is treated at the Gravelly Pond Water Treatment Facility. The Lincoln Street Well is treated at the Lincoln Street Well Corrosion Control Facility. The Town's Water Management Act (WMA) registered authorized watershed withdrawal volume is 0.72 million gallons per day (mgd).

#### **Gravelly Pond**

Gravelly Pond is a surface water supply source located in Hamilton, Massachusetts off Chebacco Road. The pond has been used as the Town's primary water supply source since the early 1900s and has an estimated volume of approximately 360 million gallons (mg). It is approximately 49 acres in size and has a maximum depth of around 57 feet.

The water from Gravelly Pond is pumped to and treated by the Gravelly Pond Water Treatment Facility. The facility was completed in May 1997. The maximum aggregate capacity of the finished water pumps is 3,000 gallons per minute (gpm) or 4.32 mgd. A Supervisory Control and Data Acquisition (SCADA) system is located at this facility and used to operate and monitor components of the water treatment and distribution systems.

The facility treats the raw water with sodium hypochlorite for disinfection, sodium hydroxide for pH adjustment, zinc orthophosphate for corrosion control, and sodium fluoride for dental health. In addition to disinfection, corrosion control, and fluoridation, the facility also has a clarification/filtration system. Clarification/filtration is provided by a Trident Microfloc package treatment system and consists of two basic treatment components. The first component is an upflow clarifier used to remove the larger particles in the water. The coagulation chemical used for this process is aluminum sulfate. The second component is the filter itself, which removes any remaining particulates. This process allows the Town to reduce the turbidity and produce water meeting the requirements of the Safe Drinking Water Act. The facility also contains a clearwell which has a volume of approximately 0.48 million gallons.

### **Round Pond Wells**

To supplement the Gravelly Pond supply and provide water recharge, the Town pumps water from Round Pond Well No. 1 located along Chebacco Road in Hamilton into a series of surface water ponds that flow by gravity to Gravelly Pond. The gravel packed well was constructed in 1966. In 1996 Round Pond Well No. 1 was permitted by MassDEP to act as an overland discharge to supplement Gravelly Pond with a maximum discharge rate of 300 gpm.

Round Pond Well No. 2 was a tubular wellfield also located along Chebacco Road in Hamilton. The Town did not renew the Water Management Permit for Round Pond Well No. 2 in 2009. Well No. 2 was constructed as a tubular wellfield consisting of seven 2-1/2-inch diameter wells, pumped with a centrifugal pump. The well has been offline for a number of years and would be required to go through the Drinking Water New Source Approval process before it could be restored and placed back online.

### **Lincoln Street Well**

The Lincoln Street Well is a 24-inch diameter gravel packed well located on Lincoln Street adjacent to the Manchester Essex Regional High School. The well was constructed in 1958. It was constructed to a depth of 68 feet in a confined sand and gravel deposit, with approximately 15 feet of clay overlying the water bearing material at the well. The capacity of the well is approximately 600 gpm. The approved withdrawal rate is 0.38 mgd.

The Lincoln Street Well Corrosion Control Facility was constructed in 1997. The facility treats the raw water with sodium hypochlorite for disinfection, sodium hydroxide for pH adjustment, a 70/30 percent non-sodium, non-zinc poly orthophosphate blend for corrosion control and prevention of colored water, and sodium fluoride for dental health. In April of

2016, the Town installed a new hydrant and a serpentine pipe system provide additional chlorine contact time prior to finished water entering the system.

#### **2.4 Existing Water Storage Facility**

The Moses Hill Standpipe is located off Pine Street on Moses Hill. The standpipe was constructed of prestressed concrete in 2001 and has a storage capacity of approximately 1.7 mg. The standpipe is approximately 78 feet to overflow and 60 feet in diameter. The base elevation is approximately 195 feet and the overflow elevation is approximately 273 feet above MSL.

#### **2.5 Interconnections**

The water system has two interconnections with the City of Gloucester and one interconnection with the City of Beverly. The Gloucester interconnections are located at the Gloucester border on Raymond Street and Summer Street. The Beverly interconnection is located at the Beverly border on Bridge Street. The interconnections are used only as emergency connections. Both adjacent systems have a lower hydraulic gradeline elevation than Manchester-by-the-Sea, therefore, a pumping system would be required to serve Manchester-by-the-Sea. In February 2015, a 460 gpm, diesel powered portable pump was purchased to provide the pumping capacity to receive water from Beverly in an emergency. This pump could also be utilized at the Gloucester interconnections with modifications to the pipe configuration at the two locations.

#### **2.6 Operation and Maintenance Program**

The Town's DPW has a staff of 19 personnel, consisting of the Director of Public Works, a project and facility manager, two office staff, three water system operators, four wastewater system operators, and nine staff in the public works department.

The WTP and Lincoln Street Well are operated by two certified water treatment and well supply operators provided under a contract with Woodard & Curran. They are responsible for daily operations and water quality monitoring and reporting. The WTP operations staff can call for assistance from the Manchester by the Sea Department of Public Works for additional manpower and/or equipment, if required.

Water Department staff performs hydrant flushing in May and October of each year.

The WTP operations staff maintains an equipment maintenance log and daily worksheets for various WTP and Well functions. The log documents the preventative maintenance tasks on all pumps, valves, motors, generators, etc. It also includes a history of repairs and problems. The log is reviewed monthly with the DPW Director.

## **2.6.1 Current Staffing**

The Current Contractor project organization and staffing levels for the operation at MBTS includes a chief operator and operator. These two staff are managed by a third licensed operator/supervisor who spends a limited amount of time at the WTP.

## **2.7 Planned Capital Improvements and Expansions**

Capital Improvements are planned for the water treatment plant. The planning, design and construction of these planned capital improvements is the responsibility of the Town of Manchester by the Sea. After these capital improvement projects are complete, the System Operator will be responsible for their operation and maintenance.

## **3.0 PROCUREMENT PROCESS, PROCEDURES**

### **3.1 Authorized Contact Person**

The Authorized Contact Person for this RFP is:

Charles J. (Chuck) Dam, P.E.  
Director of Public Works  
Town Hall  
10 Central Street  
Manchester by the Sea, MA 01944

Office: 978-526-1242  
FAX: 978-526-2001

To schedule appointments to visit the Water Treatment Plant, Lincoln Street Well and Moses Hill Tank' facilities and inspect documents, contact Chuck Dam at the office number above.

### **3.2 Proposer Inquiries and/or Clarifications**

All inquiries and correspondence between the Authorized Contact Person and the Proposers shall be sent IN WRITING and delivered to the address, or sent by facsimile, provided in Section 3.1. Correspondence by electronic mail (e-mail) is also acceptable.

Any request for clarification of the RFP, or the RFP process, shall be made and delivered to the Authorized Contact Person by the close of business on December 19, 2018. Proposers are encouraged to provide written questions or suggestions up to three (3) business days prior to the pre-Proposal conference to allow the Town, if practical, to address these issues at, or shortly after, the pre-Proposal conference.

Any Town response to a request for clarification by a Proposer will be made in the form of an addendum to the RFP and will be sent to all parties who attended the pre-Proposal conference no later than 5 business days prior to the due date for receipt of the Proposal and such addendum shall become a part of the RFP. The Town has no obligation to respond to inquiries regarding this RFP.

To ensure fairness during the RFP process, from the date the RFP is released to the public until the Agreement is executed, or all Proposals are rejected, Proposers or their employees, representatives or agents shall not contact members of the Board of Selectmen, members of the Town or staff, or any employee or representative of the Town or any consultant of the Town involved with this RFP process other than the Authorized Contact Person or his designated representative. The foregoing relates only to discussions, issues, comments and other communications related to the RFP or the RFP process, and is not intended to limit in any way contact with members of the Board, members of the Town or staff or any employee or representative of the Town or any consultant of the Town involved with this RFP process on other matters.

If a Proposer or its employees, representatives or agents contact anyone other than the Authorized Contact Person or his designated representative in relation to this RFP or if a Proposer or its employees, representatives or agents attempt to have verbal communications with the Authorized Contact Person or his designated representative, then such Proposer risks either being disqualified to submit a Proposal in response to this RFP or having its Proposal rejected by the Purchasing Agent.

### **3.3 Pre-Proposal Conference**

There will be a non-mandatory but highly encouraged, pre-proposal conference on November 28, 2018 at 10 AM at the Gravelly Pond Water Treatment Plant 597 Chebacco Rd, South Hamilton, MA 01982-2712 at which time the representatives of the Town will be available to answer questions. However, all verbal answers to such questions will be non-binding, and only answers, which are confirmed in writing to all prospective Proposers, will be binding and will automatically become a part of this RFP.

### **3.4 System Inspections and Access to Public Information**

The Proposer may schedule an individual visit to the Water Treatment Plant, Lincoln Street Well and Moses Hill Tank, including scheduling access to review system related information by contacting Chuck Dam as set forth in Section 3.1. All Proposers that visit a facility shall comply with any site visit protocols established by the Town. No such individual site visits shall take place prior to the date of the mandatory pre-Proposal meeting. Visits will be scheduled on a first request, first choice basis. Each visit will be initially limited to one (1) day. Additional time will be provided, if available.

The Town will make information available in at Town Office located at 10 Central Street. Proposers will be given access to the information by appointment.

### **3.5 Deadlines and Location**

Sealed Proposals will be received no later than 2:00 p.m., EST on December 19, 2018, at the following address:

Gregory T. Federspiel  
Town Administrator  
Town of Manchester by the Sea  
10 Central Street  
Manchester by the Sea, MA 01944

### **3.6 Proposal Security**

Each Proposal must be accompanied by a proposal bond from a corporate surety company licensed to do business in Manchester by the Sea, MA and acceptable to the Town, postal money order, cashier's check, or certified check in the amount of \$250,000, valid for a period of at least 90 days from the scheduled Proposal submittal date. No Proposal may be withdrawn within 90 days after submission of Proposals. Any Proposal received without the required proposal security will be considered non-responsive and will not be accepted. No Proposer's security shall be released until the Proposer's Proposal has been completely rejected or otherwise released by the Town in writing. Each Proposer's security will be released upon termination of the 90-day period following the submission of Proposals, unless the Proposer agrees to extend such period. Each Proposer's security will be released after the signing of the Contract between the Town and the selected Contractor.

If the proposer withdraws its Proposal prior to release by the Town, fails to negotiate in good faith with the Town, or if, after the Town and the Contractor agree on the terms of the Contract, the Proposer fails to sign the Contract or any of the agreements contemplated by this RFP, the amount of the Proposer's security will be forfeited and retained by the Town as liquidated damages. By submitting a Proposal, each Proposer and the Town agrees that \$250,000 constitutes a reasonable measure of the damages suffered by the Town as a result of such event.

### **3.7 Addenda**

During the period provided for the preparation of Proposals, the Town may issue addenda or letters of clarification to this RFP. These addenda will be numbered consecutively. Prior to the mandatory pre-Proposal conference, addenda will be sent to anyone who was sent a copy of the RFP. After the pre-Proposal conference, addenda will only be distributed to those firms that attended the mandatory pre-Proposal conference. These addenda will be issued by, or on behalf of, the Town and will constitute a part of this RFP. The Town recommends that prior to submitting its Proposal, a Proposer should contact the Authorized Contact Person to verify the number

and subject of the Addenda that have been issued. The Proposer shall be responsible for obtaining all Addenda prior to submitting a Proposal.

### **3.8 Town Provided Information**

Any information contained in this RFP, including all addenda, is for informational purposes only. Proposers are solely responsible for conducting their own independent research and due diligence for the preparation of Proposals, the negotiation of the Agreement and the subsequent performance of the Contract Services. The Town is not responsible for the completeness or the accuracy of any information presented in this RFP or otherwise distributed or made available during this RFP process.

The Town shall not be bound by any information regarding the focus, nature, scope, and/or any other factors directly or otherwise pertinent to this RFP process effort that was orally conveyed, conveyed in writing, and/or otherwise obtained by a Proposer prior to the date of issuance of this RFP. All Proposers should note that, although the Town believes the information presented in this RFP is accurate, complete and current, it does not warrant or guarantee such to be the case. All Proposers are advised to verify to their own satisfaction the accuracy, completeness and currency of the information presented in this RFP prior to submitting a Proposal.

### **3.9 Proposer Incurred Costs**

All Proposers are advised that this RFP constitutes only an invitation to submit a Proposal to the Town. Any Proposer choosing to accept this invitation will not be entitled to reimbursement from the Town for any costs incurred by the Proposer in connection with this RFP process. Each Proposal shall be prepared (including the gathering of information and due diligence activities) at the sole cost and expense (including engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all of its costs (including engineering and legal costs) incurred in connection with the evaluation and selection process undertaken in connection with this RFP process and any negotiations entered into in connection with developing an Agreement. There shall be no claims whatsoever against the Town, its staff, representatives or its consultants for reimbursement for the costs or expenses (including engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or RFP process or in connection with the selection process or contract negotiations.

### **3.10 Withdrawal of Proposal**

The scope of services, schedule, and prices stated in a Proposal submitted in response to this RFP will be irrevocable unless the Proposal is withdrawn in accordance with this Section. A request by a Proposer to withdraw a Proposal must be made in writing to the Authorized Contact Person and will only be considered if it is received by the Authorized Contact Person prior to 11:00 p.m. EDT on the Proposal Due Date. The label 'Request to Withdraw a Proposal', are turn address, the name and address of the Authorized Contact

Person, the title of this RFP, the RFP No. 2018-01, and the Proposal Due Date must appear on all envelopes and/or packages delivered to the Authorized Contact Person that contain a request to withdraw a Proposal. A request to withdraw a Proposal that does not conform to the above-stated requirements will be deemed late and will not be considered.

### **3.11 Late Submission**

Any Proposals submitted after 2:00 p.m. EDT on the Proposal Due Date cannot be accepted and will be rejected and returned to the Proposer unopened. The delivery of the Proposal to the Town by the Proposal Due Date and prior to the time specified therein is solely and strictly the responsibility of the Proposer. Delays caused by the United States Postal Service or any private delivery service, or delays caused by any other occurrence, shall not excuse a late Proposal.

### **3.12 Clarifications and Interviews**

During the Proposal evaluation phase of this RFP process, a Proposer may be requested to submit written clarifications to its Proposal. Such requests will be conveyed in writing by the Authorized Contact Person and will specify the clarifications being sought and the due date by which the requested clarifications must be submitted. A response to a request for clarifications received after the due date specified by the Authorized Contact Person will be deemed late and may not be considered.

### **3.13 Pre-Selection Investigation**

The Town reserves the right to conduct investigations of any Proposer under consideration to confirm any part of the information furnished by the Proposer or potential subcontractor or to require evidence of managerial, financial, technical, and other operating capabilities, which the Town deems necessary for the successful performance of the Contract.

The Town may interview Proposers during the proposal evaluation period. During these interviews, clarifications will be sought where determined necessary in the Town's opinion.

### **3.14 Town Rights**

The Town reserves, holds without limitation, and may exercise, at its sole discretion, the following rights and conditions with regard to this RFP. By responding to this RFP, Proposers acknowledge and consent to the following conditions:

- To terminate the procurement process by written notice to the Proposers for any reason whatsoever.
- The Town reserves the right, for any reason, to decide not to award a contract as a result of this RFP.

- The Town reserves the right to reject, for any reason, any and all Proposals or components thereof; to eliminate any and all Proposals from further consideration for this procurement; and to abandon this procurement process at the Town's convenience and at any time.
- The Town reserves the right to waive any minor informality or irregularity in any Proposal or Proposal process.
- The Town reserves the right to change or alter the schedule for any events associated with this RFP process upon notice to the Proposers, and a Proposer by submitting a Proposal agrees to be bound by any schedule modification made by the Town.
- The Town reserves the right to eliminate any Proposer who submits incomplete or inadequate responses, is not responsive to the requirements of this RFP, or is deemed to be unqualified.
- The Town reserves the right, at any time, to determine that any or all Proposers will not be selected for further consideration and to notify such Proposers of the Town's determination,
- The Town reserves the right to require that Proposers send representatives to the Town for interviews and presentations.
- The Town reserves the right to negotiate with one or more Proposers.
- The Town reserves the right to discontinue negotiations with any Proposer.
- The Town reserves the right to conduct clarification discussions, at any time, with one or more Proposers.
- The Town reserves the right to amend the scope of services after selection for negotiation of one or more Proposers to include services not currently contemplated herein.
- The Town reserves the right, without prior notice, to supplement, amend or otherwise modify this RFP, or otherwise request additional information.
- The Town reserves the right to receive questions concerning this RFP from potential Proposers and to provide such questions, and the Town's responses, if any, to all potential Proposers.
- All Proposals become the property of the Town and will not be returned.

- All activities related to the RFP shall be subject to Applicable Law.
- Neither the Town, its Board members, staff, agents, employees, its representatives, nor any of its consultants will be liable for any claims or damages resulting from this RFP process.
- The Town (including its staff, representatives and consultants) reserves the right to visit and examine any of the facilities referenced in each Proposal and to observe and investigate the operations of such facilities.
- The Town reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.
- The Town reserves all rights with respect to the evaluation, clarification, selection and negotiation processes set forth in this RFP.

## **4.0 SCOPE OF SERVICES**

The Scope of Services for this project is delineated in this RFP. The Town is requesting proposals based upon the Scope of Services described herein. . This section summarizes the desired Scope of Services.

### **4.1 General**

The Contractor shall be obligated to: 1) operate and maintain the Water Treatment Plant, Lincoln Street Well and Moses Hill Tank; 2) make all necessary repairs and replacements to the Water Treatment Plant, Lincoln Street Well and Moses Hill Tank; 3) meet certain Performance Standards and comply with all applicable permits, reporting, licenses, regulations, approvals and other Applicable Law; and 4) perform the other related and ancillary responsibilities set forth in this RFP. The Town will retain the responsibility of planning, engineering and construction of expansions and capital improvements to the System. The ability of proposer to perform planning, engineering, and/or construction services in the course of their required duties described herein shall be considered advantageous to the Town, though not required, and should be highlighted by the proposer in the response.

During the term of this Agreement, the Contractor shall occupy, staff and maintain an office at the Water Treatment Facility.

The Contractor must maintain a competent workforce at a level sufficient to meet operational needs and must comply with all applicable Federal, State and local laws, rules and regulations in the performance of its responsibilities pursuant to the Agreement. The Town has established a minimum staffing level of two (2) full time positions that must be maintained. Should the Contractor determine during the term of the Agreement that staffing can be reduced without a reduction in the level of service and the Town agrees with such a reduction, the Town and the Contractor shall share in the cost savings as described by the Agreement.

The Contractor shall provide for employee training as required by Applicable Law. In addition, a minimum of forty (40) hours of job related training shall be provided annually to each employee assigned to the water system..

The Contractor will be required to compile, maintain and provide all records and reports to appropriate regulatory agencies and/or the Town for facilities and systems operations, regulatory matters, maintenance plans and activities, and permit and compliance issues in accordance with all Federal, State, and local laws, rules, regulations, guidelines, and mandates and as required by the Agreement.

The Town shall be responsible for all capital improvements. Capital improvements to both the water treatment plant and the water system are ongoing.

The Contractor must provide technical support to the Town as it relates to the Town's capital improvement program for the water treatment plant and Lincoln Street Well plants, and the distribution network.

#### **4.2 Operation and Maintenance of the Systems**

The Contractor shall be responsible for the continuous, full-service, 24-hours per day, seven- days per week operation and maintenance services and asset management for the Systems. Operation and Maintenance of the Systems shall include, but not be limited to the following typical services:

- Provide potable water that meets the service areas demands in accordance with Applicable Law;
- Operate and maintain the water storage system components;
- Respond to emergency events relating to water supply and take appropriate actions to maintain service and protect the quality and quantity of water to the Town's customers;
- Carry out all activities associated with achieving and maintaining compliance with local, State and Federal regulations and requirements relating to water supply;
- Treat water in accordance with all laws, rules, regulations and the applicable permit;
- Dispose of all residue generated by the Water Treatment Plant, Lincoln Street Well and Moses Hill Tank, including sludge, grit, oil, grease, rags, sediment, and other solid waste.
- Perform all preventative, predictive and corrective maintenance and repairs of the Water Treatment Plant, Lincoln Street Well and Moses Hill Tank;
- Provide for repair and replacement of the system components, including, but not limited to materials, structures, pipelines and equipment;
- Provide an adequate inventory of spare parts, equipment and materials to properly operate and maintain the water system facilities. Such inventory should be checked at least every three (3) months;
- Update Security Plan, including Emergency Response Plan, provide security and safety of the Systems;

- Provide for the proper handling, loading, transport and use of all chemicals used in treatment and well supply processes in accordance with Applicable Law;
- Provide monthly and annual Operating and Maintenance reports related to the Systems;
- Provide technical assistance and advice with customer complaints;
- Perform all required sampling, testing, and laboratory analyses for the water system as needed for compliance with State regulations and any other Applicable Laws Separate testing and reporting (to Massachusetts Department of Environmental Protection) for Manchester by the Sea's water system is required.
- Prepare and submit with the Town's approval, all necessary reports to applicable regulatory agencies; and
- Provide assistance to the Town to prepare estimates for annual Town budgeting for the water system.
- Mow lawns, clear brush as necessary and provide routine snow removal at each location. Extreme snow removal will be assisted by Town.

### **4.3 Asset Management**

The Contractor shall develop and maintain a complete detailed computerized asset inventory for all real property, mechanical equipment, electrical equipment, structures, pipe at each location tools, supplies, spare parts, and other components of the water system as part of an initial review of the water system. The initial inventory shall be provided by the Town. The Contractor shall be responsible for updating the asset inventory on a continuous basis.

At a minimum, the CMMS shall be used to schedule routine maintenance activities, generate work orders, track maintenance activities for each major asset, track and manage inventories, including spare parts, supplies, and materials inventories and develop statistics to facilitate the Contractor's predictive and preventative maintenance program. To the extent possible, the CMMS, asset inventory, and condition assessment information shall be integrated and must be consistent with each other. Upon termination of the Agreement the CMMS shall be transferred to the Town or the Town's operator at no cost to the Town.

#### **4.4 Transitional Operations**

The Town intends to enter into this agreement for the mutually agreed upon term set forth herein. At the end of the agreed upon term, or if deemed to be in the Town's best interest and with proper due notice, the Town reserves the right to assume responsibility for all water treatment, well supply, services and operation, maintenance and management as set forth in this RFP. The Proposer/Operator shall incorporate transitional operational services into the agreement; e.g training of qualified Town personnel or authorized representatives, reporting requirements, sharing of institutional knowledge etc.

## 5.0 SUMMARY OF TERMS AND CONDITIONS OF CONTRACT

The Proposer should address the following key business bullet points in their proposal and be prepared to include them in a final contract with the Town.

- **Term**

[FOR FIVE YEAR TERM] Commence on the \_\_\_ day of \_\_\_\_, 20\_\_ and end five

(5) years from such date, (the, "Initial Term") The Town shall have the right to renew for up to five additional years.

[FOR TEN YEAR TERM] Commence on the \_\_\_ day of \_\_\_\_, 20\_\_ and end ten

(10) years from such date . The Town shall have the right to renew for up to five additional years.

[FOR TWENTY YEAR TERM] Commence on the \_\_\_ day of \_\_\_\_, 20\_\_ and end twenty (20) years from such date. The Town shall have the right to renew for an additional five years.

- **Perform the Agreement in accordance with the following Contract Standards:**

- (1) Applicable Law,
- (2) Permitted requirements and regulations
- (3) the Performance Standards,
- (4) Good Engineering and Construction Practices,
- (5) Good Industry Practice,
- (6) the operation and maintenance manual(s),
- (7) applicable equipment manufacturers' specifications,
- (8) applicable insurance requirements, and
- (9) any other standard, term, condition or requirement specifically provided in the Agreement

- **Maintenance Obligations**

- Perform all normal and ordinary maintenance of the machinery, equipment structures, improvements and all other property constituting the Systems, keep the Systems in good working order, condition and repair, in a neat and orderly condition and in accordance with the Contract Standards, and shall maintain the aesthetic quality of the Systems as originally constructed including mowing, brush removal and routine snow plowing and shoveling. Snow removal after extreme events will be assisted by Town.
- Provide all labor, materials, supplies, equipment, spare parts, consumables and services necessary for the normal and ordinary maintenance

- Maintenance, Repair and Replacements. Perform and or manage all minor and major maintenance, repairs and replacement of the machinery, equipment, structures, improvements at the Water treatment Facility, the Lincoln Street Well and the Moses Hill Storage tank and the Round Pond Wells and all other related property.
- Bear the cost and expense of all maintenance, repairs and replacements required, including the cost and expense of any maintenance, repair or replacement that may constitute a Capital Expenditure less than \$5,000 per event per year for the facilities described above. For events greater than \$5,000 the Town will provide funds up to \$50,000 per year. Use of these funds will be approved by and coordinated with the DPW director.
- **Security for Performance**
  - Performance Bond to be renewed annually in an amount one times the Base Compensation as defined in Section 5.1 of the Agreement, with a surety authorized to do business in the Commonwealth of Massachusetts
  - Guaranty Agreement to be provided and maintained by the Guarantor during the term
- **Liquidated Damages (LD)**
  - Termination LDs to be based on RFP Section 4.2 and as negotiated
  - Operation LDs - Based on Section 5.9 of the RFP.
- **Insurance**
  - Maintain General Liability Insurance, Personal injury and property damage, Worker's Compensation Insurance, Insurance for all Contractor employees employed at the Water Treatment Plant, Lincoln Street Well and Moses Hill Tanks, including employer's Liability Insurance , Environmental Insurance, in the limits set forth in the following table.

Coverage	Amounts
<b>Worker's Compensation</b> (1) Worker's Compensation (2) Employer's Liability	in accordance with M.G.L. c.149, Sect 34A \$1,000,000
<b>Commercial General Liability</b> (1) Bodily Injury  (2) Property Damage	\$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate
<b>Automobile Liability</b> (1) Bodily Injury  (2) Property Damage	\$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate \$3,000,000 Each Occurrence
<b>Umbrella or Excess Liability</b> (1) Combined Single Limit	\$5,000,000 Each Occurrence \$5,000,000 Annual Aggregate
<b>Contractor's Pollution Liability</b> (1) Combined Single Limit	\$5,000,000 Each Occurrence \$5,000,000 Annual Aggregate
<b>Separate Owner's Protective Liability</b> (1) Bodily Injury  (2) Property Damage	\$1,000,000 Each Occurrence \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate
<b>Professional Liability (if required)</b> (1) Combined Single Limit	\$1,000,000 Per Claim \$2,000,000 Annual Aggregate

- Town to be included as an additional insured
- No self insurance program

- **Staffing**

- Follow the current staffing level described in set forth in section 2.6 of this RFP
- Staffing level changes will require prior approval.

- **Dispute Resolution/Waiver of Jury Trial/Governing Law**

- All actions solely and exclusively initiated and maintained in the Essex County Superior Court. Parties waive its rights to a trial by jury. Agreement governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.

- **Indemnification**

- Contractor indemnifies the Town for claims as well as alleged claims for non-performance

- **Termination**

- Pursuant to events of default (with and without cure).
- Town convenience termination.

## **6.0 PROPOSAL EVALUATION PROCESS AND EVALUATION CRITERIA**

### **6.1 General**

This shall be a value based selection that considers factors beyond cost. Proposals will be judged based upon the following areas of evaluation:

- (1) completeness of Proposal;
- (2) operational, management and financial qualifications;
- (3) technical and operational approach; commercial terms; and
- (4) proposed fees.
- (5) It should be noted that proposed fees will be an important consideration in selection of the Contractor.

The evaluation will be as follows:

- Proposals will be evaluated for completeness. Any proposals which do not include the required information will be subject to rejection.
- The Proposer's qualifications will be evaluated to determine if the Proposer meets the Minimum Qualifications Requirements presented in Table 6-1.
- Interviews may be held with the Proposers.
- A technical and operational evaluation will be performed. During the evaluation, a list of questions may be developed and submitted to the Proposer for clarification of the proposal.
- Responses to the above questions will be evaluated.
- Price proposals will be evaluated for Proposers that are deemed to be qualified and to have acceptable technical Proposals.
- After consideration of all evaluation factors, Proposers will be ranked and negotiations will proceed with the highest ranked Proposer.

Notwithstanding the forgoing, the Town has the right, in its sole discretion, to modify the sequence and substance of the evaluation process.

The following ratings will be only used for those proposals that meet the minimum evaluation criteria listed previously. Any proposals which do not meet this minimum criterion will be judged unacceptable, and their proposal will not be reviewed further. If a proposal is evaluated as unacceptable on any of the comparative criteria, the Town will consider the proposal unacceptable and will not review it any further.

Highly Advantageous (5 value) HA – a proposal which exceeds the evaluation criteria

Advantageous (3 value) A – a proposal which satisfactorily meets the evaluation criteria

Not Advantageous (1 value) NA – a proposal which does not meet the evaluation criteria or leaves significant questions or issues not fully addressed

Unacceptable U – a proposal which does not fully address one or more of the evaluation - the proposal is automatically eliminated from further consideration if a “U” evaluation is received for any evaluation criterion.

While values are assigned to each evaluation category, it is important to understand that the evaluation process focuses on full discussion and evaluation of each proposal based on its merits, and any “scoring value” assigned is only after that full discussion, and is only intended to help assist in the selection process. The selection process consists of two phases; screening and interviewing. In the screening phase proposals will be evaluated based on the following five (5) comparative criteria 6.1 above;

The following sections provide the selection and evaluation criteria that will be used in determining the best Proposal.

## **Table 6-1**

### **MINIMUM QUALIFICATIONS REQUIREMENTS**

#### **Operating Qualifications**

The minimum operating qualifications in this table must be achieved by the Proposer, as a company, in accordance with a contract to provide the subject services. Proposers must provide information that the Proposers meet these qualifications requirements.

- The Proposer shall have at least five years of potable water treatment and well supply systems operating experience, at one or more facilities, one of which has a capacity of at least 3 MGD.
- The Proposer shall have experience operating a potable water treatment and well supply facility that treats surface water with a process including filtration and chlorination.
- The Town requires the Contractor's Project Manager have the following minimum qualifications:
  - Minimum of five years of experience in an administrative position responsible for a potable water system.
  - Possession or ability to attain certification by the MADEP to operate the water system.
  - A comprehensive knowledge of methods and practices employed in the operation and maintenance and repair and construction of water treatment plants and well supply pump stations.
  - Ability to read interpret blueprints; ability to prepare reports; ability to establish and maintain effective working relationships with associates and the general public; ability to plan work schedules; good physical condition.

#### **Financial Qualifications**

- The Proposer shall provide evidence that it is willing and able to provide the required performance bond and required insurance.
- The Proposer shall demonstrate that it is not in bankruptcy.
- Proposers shall demonstrate that they continue to meet the above financial criteria at the time of proposal submittal, at the time of Proposer selection, and at the time the contract is executed.

## **6.2 Qualifications of Proposers**

The Proposer's operational, management, and financial qualifications will be evaluated based on the documentation submitted by the Proposer in response to this RFP and investigations conducted by the Town and the Town's consultants in the sole discretion of the Town.

The Town expressly reserves the absolute, sole and exclusive right to determine whether and to what extent the Proposer's responses satisfy or meet the criteria, requirements or intent of this RFP. This determination shall not be subject to any standard except the absolute, sole and exclusive discretion of the Town.

## **6.3 Technical and Operational Evaluation**

The purpose of the technical and operational evaluation is to assure that the proposed staffing plan and operational approach is sufficient for the Proposer to achieve the performance specifications of this RFP.

The information provided by the Proposer will be evaluated to determine if minimum performance standards have been met. This information will also be reviewed to determine if the claimed operating results are reasonably achievable or if there are major inconsistencies in the data presented.

## **6.4 Commercial Evaluation**

The Price Proposals will be evaluated and ranked. All cost information will be used as stated in the proposal. The pricing form will be reviewed for consistency with the requirements of the RFP. The proposed performance standards will be reviewed and evaluated.

## **7.1 PROPOSAL CONTENTS**

The following sections outline the required format and content of the Proposal and the approach to be used in its development and presentation. Only that information which is essential to an understanding and evaluation of the Proposal should be submitted. No limitation on the content of the Proposal is intended in these instructions and inclusion of any data or information is permitted.

A Proposal and all attachments shall be in English and complete and free of ambiguities, alterations, and erasures. Duly authorized officers or agents of the Proposer shall execute the Proposal. In the event of conflict between words and numerals, the words shall prevail. Proposals are to be typed and prepared on 8-1/2" x 11" paper.

## **7.2 Proposal Submission**

A Proposer responding to this RFP must deliver to Gregory T. Federspiel, the Authorized Contact Person, per the address in Section 3.1, the following separately bound volumes (Proposals may be submitted in separate 3-ring notebooks):

- Volume 1: Eight (5) copies of the Executive Summary that complies with the requirements of Section 7.7;
- Volume 2: Eight (5) copies of a Qualifications Statement that complies with the requirements of Section 7.8 of this RFP;
- Volume 3: Eight (5) copies of a Technical Proposal that complies with the requirements of Section 7.9 of this RFP;
- Volume 4: Eight (5) copies of a Business Proposal that complies with the requirements of Section 7.10 and
- Volume 5: Eight (5) copies of a Price Proposal that complies with the requirements of Section 7.11, submitted in a **separate** sealed envelope and/or packages.

In addition, the Proposer shall include a CD for Volumes 1-4 and a separate CD for Volume 5 that must be included in the separate sealed envelope and/or package for Volume 5.

Proposal submissions shall be identified on the outside of each package with the words "Proposal for Manchester by the Sea, MA - Water Treatment and Well Supply and Supply Services, Operations, Maintenance and Management".

## **7.3 Modifications of Proposals**

A Proposer may deliver, or cause to be delivered, to Gregory T. Federspiel, the Authorized Contact Person, per the address in Section 3.1. Proposal Modifications to replace any portion or all of a previously delivered Proposal until 2:00 p.m. EDT on the Proposal Due

Date. The Proposal Modifications shall be firmly sealed in envelopes and/or packages, each of which shall be clearly identified as a 'Proposal Modification' and marked on the outside with the Proposer's name and return address; "Proposal for Manchester by the Sea, MA - Water Treatment and Well Supply and Supply Services, Operations, Maintenance and Management"" and the Proposal Due Date. A Proposal Modification delivered to the Procurement Agent after 2:00 p.m. EDT on the Proposal Due Date will be deemed late and will not be considered. The Proposer shall deliver the same number of Proposal Modifications as required in for the original Proposal.

#### **7.4 Confidentiality and Proprietary Information**

Responses to this RFP become the exclusive property of the Town. Upon execution of the Agreement, all Proposals received in response to this RFP become a matter of public record and shall be regarded as public records, without any exceptions.

#### **7.5 Acknowledgement of Existing Conditions**

In the Proposal, each Proposer must acknowledge that it has investigated and satisfied itself as to the conditions affecting the work, including but not restricted to those bearing upon existing condition of equipment and structures, availability of labor, access and physical conditions at the Water Treatment Plant, Lincoln Street Well and Moses Hill Tank. The Proposer must further acknowledge that it is satisfied as to the character, quality and quantity of the information supplied by the Town.

Any failure by the Proposer to become acquainted with the available information will not relieve them from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Town assumes no responsibility for any conclusions or interpretations made by the Proposer based on the information made available by the Town. In no event will a failure to inspect adequately the Systems and to review available data constitute grounds for a claim after signing of the Contract.

#### **7.6 Signature and Authority**

If the Proposal is made by a partnership (or Joint Venture), the name and post office address of the partnership, a list of the partners, and the signature of at least one of the general partners must be provided. If made by a corporation, the Proposal must indicate the corporation name, the state under which the corporation is incorporated, and post office address of the corporation. If the Proposal is made by a corporation, the Proposal shall include a certified copy of the appropriate section of the bylaws or resolution of the board of directors of the corporation showing the authority of the officer signing the Proposal to execute contracts on behalf of the corporation, and a list of directors/shareholders with more than a 10% interest in the corporation.

## **7.7 Cover Letter and Signature Requirements**

Business Proposal Form A-1 in Appendix A is a transmittal letter that must accompany each Proposal submission and be bound within the Business Proposal Volume. Business Proposal Form A-1 must be signed by an officer of the proposing entity, who is authorized to bind the Contractor, and contain representations attesting to the completeness and accuracy of all of the information in the Proposal.

## **7.8 Volume I: Executive Summary**

An Executive Summary shall be submitted as a separate bound volume and is limited to 15 pages. The Executive Summary shall provide an overview of the Proposer's experience and that of its team members and a general description of the Proposer's approach to performing the Contract Services. The information in the Executive Summary shall be concise and suitable for distribution to the public. Under no circumstances shall the Executive Summary contain confidential, trade secret or proprietary information or any of the Proposal Forms.

**NO PRICE OR COST INFORMATION SHALL BE INCLUDED IN THE EXECUTIVE SUMMARY.**

## **7.9 Volume II: Qualification Statement**

The Qualifications Statement must be a separately bound volume that does not convey any information pertaining to price. The Qualifications Statement must show that the Proposer possesses all of the expertise, experience, and resources required to provide the Contract Services. The Proposal shall clearly and convincingly demonstrate that the Proposer satisfies the Minimum Qualifications established in this RFP.

The Proposer shall provide the information necessary for the Town to determine the experience and capabilities of the Proposer with regard to the performance of the Contract Services. Failure to provide any of the requested information that is available to the Proposer may be grounds for disqualification. If the requested information does not exist or cannot be provided, the Proposer shall state so with an explanation. If the requested information, such as the listing of projects, is partly available on an existing chart, table, etc., the Proposer may use that document along with a separate listing of the additional information requested.

By submission of its Proposal, the Proposer grants the Town and its representatives the right to contact and visit any of the named projects, as well as any projects not named, for the purpose of evaluating the Proposer's performance or for validation of information provided in the Proposer's Proposal. This includes contacting any person who is or was associated with each project.

## **General Proposer and Participating Firm Information**

The Proposer shall identify, on Proposal Form A-2A, all firms involved in performing the Contract Services ("Participating Firms"). Proposals shall include, on Proposal Form A-2A the name, address, telephone number, facsimile number and e-mail address of the Proposer and the principal contact person. Proposals shall include the type of firm or organization (corporation, partnership, joint venture, etc.) that is the respondent and will serve as the contracting party. In addition, the Proposer shall complete Form A-2B for each Participating Firm. The Proposal shall identify the portions of the Contract Services that will be undertaken directly by the Proposer and what portions of the Contract Services will be subcontracted, including the subcontractor entities. The Proposer shall provide a clear delineation, including an organization chart, of relationships amongst the Proposer and the other Participating Firms, including any guarantees that any such subcontractor provides to the Proposer. Proposers shall describe the history of the relationships among the team members, including a description of past working relationships. The qualifications of each Participating Firm shall be summarized.

The history, ownership, organization, and background of each Participating Firm shall be provided. At a minimum, the Proposer shall provide the following information:

- List the names of partners, officers, and stockholders (where applicable) who own 10 percent or more of the shares.
- If a Participating Firm is a subsidiary of a parent company, state when the subsidiary was formed and its place in the corporate structure of the parent company. If a subsidiary is newly created for the purposes of responding to the Proposal, the reasons for this action must be fully disclosed.
- Disclose whether it or an officer or affiliate of each Participating Firm has been barred from bidding, or proposing, on public contracts by the federal government or by any governmental entity in the Commonwealth of Massachusetts or any other state. State the reasons for any such disbarment.
- Disclose whether any officer of any Participating Firm has been convicted of any criminal conduct or been found in violation of any federal, state or local statute, regulation or court order concerning antitrust, public contracting, employment discrimination or prevailing wages or for any actions associated with such officer's performance or provision of services to a public entity.
- Disclose whether it, any affiliate or any officer of a Participating Firm has ever filed for bankruptcy.
- Disclose any material lawsuits or litigation, significant permit exceedances, and material contract disputes for other projects developed or operated by the Proposer and any other Participating Firm.

## 7.9.2 References

The Proposer shall describe relevant projects and systems, but not exceeding six, in number, that the Proposer has been involved with as a service provider (the "Reference Systems"). A brief description of each Reference System shall be provided, including a description of the Proposer's specific involvement. For each of the Reference Systems identified, provide at least the following information, as applicable:

- The name and location;
- Name, address, and telephone number of client contact;
- The owner of the facility or system;
- If regulated, the name, address, and telephone number of the regulator;
- A description of the services performed;
- Applicability and relevance of the Reference System to the Contract Services;
- Description of systems and processes, including design, size and capacity of facilities;
- History of operations, including start-up date and years of service;
- If the Proposer is or was a single-source guarantor of the contract or if other arrangements were made to provide the project guarantees;
- A description of experience with providing operation and maintenance services;
- A description of experience providing repair and replacement services, including major repair and replacement services;
- Name of the division or legally affiliated company which is responsible for the project if different from the Proposer;
- A summary of significant accomplishments (e.g., cost savings results, financing, design, and construction of capital improvements, etc.);
- Copies of all service contracts, including amendments;
- The names, titles, and telephone, fax numbers and e-mail addresses of key managerial-level contact persons of the Proposer for each facility identified; and
- The historical annual service fees paid to the Proposer since the inception of the contract, or the rates charged for services over the past five years. Please explain the reasons for any fee or rate increases.

### **7.9.3 List of Systems/Facilities**

The Proposer shall provide a list of all municipal, governmental, institutional, commercial and well supply plants or systems for which the Proposer has operation and maintenance responsibility. Such list shall include the name, location and size of each plant or system. The Proposer may reference private or industrial projects whose identity is confidential by describing the type of industry or facility and the state where it is located without naming a reference or contract administrator. All information provided shall be considered non-confidential.

### **7.9.4 Record of Contract Performance**

The Proposer shall identify any cases over the past five (5) years where the Proposer or any team members failed to complete any work that it was contracted to perform, rescinded or otherwise terminated any operation and maintenance, or had a contract terminated by a government agency due to the quality of its work. If this has occurred, indicate when, where, and why. The Proposer shall indicate when, where, and under what circumstances any liquidated damages, fines, or penalties were paid in connection with the contract operation of any systems or facilities in the past five years. The Proposer shall also indicate when, where, and under what circumstances, if any, a client drew upon the Proposer's performance bond (or letter of credit, if applicable) or on its guarantee.

### **7.9.5 Regulatory Compliance History**

The Proposer shall describe the Proposer's experience and effectiveness in dealing with governmental agencies regulating water treatment and well supply facilities. This description should highlight experience working with environmental regulatory agencies. The Proposer shall provide a complete list (for the last five (5) years) of any fines or notices-of-violation it, or the owner of a system or facility operated by the Proposer or any of the Participating Firms, including any affiliates of the Proposer or Participating Firms, has received for violation of any Applicable Law related to environmental performance. Please explain in detail the circumstances associated with fines or violations and how they were resolved.

### **7.9.6 Safety Record**

The Proposer shall discuss the Proposer's overall safety program including any violations cited by governmental safety agencies or OSHA, recognized safety awards, and the Proposer's lost-time accident record compared with industry standards. The Proposer shall provide a complete list (for the last five (5) years) of any fines or notices-of-violation it, or the owner of a system or facility operated by the Proposer or any of the Participating Firms, including any affiliates of the Proposer or Participating Firms, has received for violation of any Applicable Law related to safety. Please explain in detail the circumstances associated with fines or violations and how they were resolved.

### **7.9.7 Litigation History**

If, over the past five (5) years, the Proposer, or any Participating Firms or other Proposer team members, has been involved in any legal or other disputes, including, but not limited to, contract claims or labor disputes, related to the operation and maintenance of a water treatment and well supply facilities provide details, including the parties involved and the nature of the dispute or litigation. Indicate if the dispute is being, or has been, resolved via mediation, arbitration, or lawsuits.

### **7.9.8 Financial Strength**

Proposers must furnish the Town with the letter of intent from its surety or bonding company stating that if the Proposer is successful in negotiating contracts with the Town, the surety or bonding company will be able to issue a performance bond sufficient in scope and amount to Guarantee all obligations proposed to be undertaken by the Proposer in response to this RFP. In addition, the Proposer shall complete Business Proposal Form B-4 in Appendix B of this RFP.

### **7.9.9 Ability to Obtain Insurance**

The Proposer shall provide a letter from its insurance carrier or broker certifying that it will provide insurance in accordance with the insurance requirements specified herein.

### **7.9.10 Labor Relations**

The Proposer shall describe the Proposer's experience with and approach to labor relations. A clear mission statement with examples of human resource and training programs to reduce the potential for turnover and grievances shall be included. The Proposer shall describe its experience and record with the transition of plant employees from another private operator as may occur pursuant to this RFP. The Proposer shall identify the turnover rate and number of grievances per year for each Reference System or for the last five (5) years, or length of the contract, whichever is shorter.

Proposers shall provide a detailed Labor Relations Plan to include the following:

- Assurances of its commitments to labor peace; and
- Information regarding how the Proposer will protect against labor discord during the term of the Agreement.

### **7.9.11 Other Capabilities**

The Proposer shall describe any capabilities or resources not previously addressed which the Proposer believes would improve its perceived ability to perform the Contract Services.

**NO PRICE OR COST INFORMATION SHALL BE INCLUDED IN THE QUALIFICATION STATEMENT.**

**7.10 Volume III: Technical Proposal**

A Technical Proposal shall be submitted as a separate bound volume that does not contain any price information. The information requirements of the Technical Proposals are set forth in the sections below. The Technical Proposal shall indicate how the Proposer will comply with the scope of services and provide information necessary to determine the technical merits (advantages and disadvantages) of the Technical Proposal.

**7.10.1 Staffing Plan**

The Proposer shall provide a Staffing Plan that includes a Table of Organization with, at a minimum: 1) number of positions; 2) job classifications and descriptions; and 3) resumes of key management and supervisory personnel. The Table of Organization shall show the number of employees, their reporting relationship, and their titles. This text should describe their individual responsibilities and the rationale for the organization. The Proposer shall provide a detailed narrative to demonstrate compliance with the Contractor's hiring, training, and assimilation of any existing employees hired by the Contractor.

The Staffing Plan shall indicate the number of personnel required, their job titles and the necessary qualifications and certifications to meet federal and State regulatory requirements. Outline how many persons will be assigned to each shift seven days per week, and, if the system is to be left unattended, how call-outs and emergency coverage will be handled.

**7.10.2 Transition Plan**

The Proposer shall provide a transition plan that includes temporary, short-term, operational procedures and activities, from execution of the Agreement through full assumption of operational responsibility by the Proposer to ensure a smooth transition from the Current Operator to the Proposer's operation. The Transition Plan shall:

- Identify each member of its transition team, describe such member's expertise and qualifications, give such member's primary office location, title and telephone number, and indicate when and how long such members are expected to be present during this transition.
- State which transition team members will be on-site prior to the Commencement Date and for how long such members will remain on-site.

- Address regulatory reporting, emergency management, inventories, relationships with suppliers and subcontractors, orientation, personnel matters, and health and safety training.
- Describe the procedures the Proposer shall utilize for transferring records from the Current Operator's record keeping system to the Proposer's record keeping system.
- Describe the approach the Proposer will take to hire staff to satisfy the Staffing Plan, including its approach for making offers to current staff.

Include resumes for any managers or licensed operators the Proposer expects to use for the on-site staff, other than current employees.

- The Proposer/Operator shall incorporate transitional operational services into the agreement; e.g training of qualified Town personnel or authorized representatives, reporting requirements, sharing of institutional knowledge etc. Recognizing that if, at the end of the agreed upon term, or if deemed to be in the Town's best interest and with proper due notice, the Town reserves the right to assume responsibility for all water treatment, well supply, services and operation, maintenance and management as set forth in this RFP.

### **7.10.3 Operations and Maintenance Plan**

The Proposer shall provide an Operations and Maintenance Plan that includes, but may not be limited to, the items listed below.

- Briefly describe the Proposer's overall approach to performing the operations and maintenance responsibilities for the Water Treatment Plant, Lincoln Street Well and Moses Hill Tank. The description shall include the management philosophy of the Proposer and any management procedures or policies that will be followed.
- Explain the Proposer's technical approach to performing such operation and maintenance responsibilities, including system operational improvements, training and inspection procedures, monitoring measures and routine, preventative, corrective and predictive maintenance programs. Include maximum response time for any "call outs" and explain how offsite managers will monitor call out response times.
- Describe the Proposer's approach to improving upon, or maintaining, the performance levels that are currently being achieved at the treatment and well supply plants. The Town will not accept any degradation of performance, Propose water quality levels and water effluent levels that the CONTRACTOR will guarantee to achieve.
- Describe the laboratory procedures to be undertaken by the Proposer, including compliance sampling and analysis.

- Describe, generally, the manner by which the Proposer will produce all reports required in the Agreement.
- Describe the procedures for reviewing with the Town on a monthly basis operations, reports, ongoing cost information, and key upcoming projects and/or operations that may impact any Contract Services.
- Describe in detail the security measures that will be used to protect the Town's assets, the water supply and the environment.
- Discuss what quality assurance and quality control procedures will be used to monitor any aspect of the operations and maintenance of the Water Treatment Plant, Lincoln Street Well and Moses Hill Tank.
- Detail how all maintenance records will be kept up to date, including labor and material costs for each piece of equipment, work performed, root cause analysis and replacement dates.
- Discuss in detail the proposed planned maintenance program (i.e., preventative and predictive maintenance). Include the approach for prioritizing activities such as exercising valves. Discuss what percentage of the maintenance budget will be spent on preventative maintenance. Be specific.
- Identify and describe in detail the proposed computerized maintenance management system (CMMS) that will be used by the Contractor. The Proposer shall include sample output sheets or detailed output descriptions produced by the CMMS. The Proposer shall describe in detail past experience with the CMMS, including uses of its various features. Describe how the inventory and assets at the water treatment plant and well will be integrated into a CMMS system.
- Identify and describe in detail the proposed approach to generate, maintain, and update the Operation and Maintenance Manual that will be created and used by the Contractor.
- Describe how the Proposer will maintain the Water Treatment Plant, Lincoln Street Well and Moses Hill Tank in a neat, clean and litter-free manner at all times.
- Describe how the Proposer will manage emergencies that may arise at the water treatment plant or the well and interact with the applicable municipal fire, police, public works and emergency management personnel during such emergency.
- Briefly describe the Proposer's general safety program, including staff training, preventative maintenance, and safety procedures for OSHA compliance program requirements. Essential elements of such a program shall include regularly scheduled safety training sessions for all personnel, standard operating procedures

for chemical storage and handling, confined space entry and emergency response, Lockout/Tagout, Right to Know, and the care and use of proper safety equipment. An outline of a complete safety-training program shall also be included. Identify the names and qualifications of the Proposer's personnel that will administer such a program.

#### **7.10.4 Repair and Replacement Plan**

Describe the Proposer's overall approach to performing repair and replacement work, including major repair and replacement, for the Water Treatment Plant, Lincoln Street Well and Moses Hill Tank.

- Explain the Proposer's technical approach to asset management, including performing repair and replacement work, including major repair, refurbishment and replacements of pipes, valves, equipment, structures, and other assets that comprise the Systems.
- Describe the Proposer's ability to perform repair and replacement work, both for surface and subsurface assets. Identify what "third party" resources (labor, equipment and services) will need to be contracted out and what resources will be provided by the Contractor.
- Discuss what quality assurance and quality control procedures will be used to monitor any and all aspects of the repair and replacement, including major repair and replacement, of the Systems.

**NO PRICE OR COST INFORMATION SHALL BE INCLUDED IN THE TECHNICAL PROPOSAL.**

**7.11 Volume IV: Business Proposal**

A Proposal must contain a Business Volume that fully conforms with and satisfies the format and content requirements described herein, and sets forth the Proposer's business terms to perform the Contract Services. The Proposer shall provide the information necessary for the Town to determine the business merit of the Proposer's Business Proposal.

The Business Proposal volume shall include the following information:

**7.11.1 Business Proposal Forms**

The Proposer shall complete all Business Proposal Forms contained in Appendix A of this RFP. An officer of the Proposer duly authorized to bind the Proposer to the terms of its Proposal and who is signatory to the transmittal letter (Proposal Form A-1) shall execute all such Proposal Forms.

**7.11.2 Transmittal Letter**

The Proposer shall submit a transmittal letter on the Proposer's letterhead in the form given in Proposal Form A-1 that will be executed by the individual in the Proposer's organization who is duly authorized to bind the Proposer to the terms of its Proposal.

Proposal security shall be provided in a separate sealed envelope in accordance with Section 3.6 of this RFP.

**7.11.3 Draft Agreement**

The Proposer shall provide an example draft agreement for review.

**7.11.4 Performance Standards**

The example draft Agreement provided sets forth example performance standards for the Contractor. The Proposer shall identify issues, if any, that it may choose to discuss regarding these standards.

**7.11.5 Performance Bond**

The Proposer shall provide evidence of its ability to obtain a Performance Bond in the amount of the proposed Base Compensation Fee for the first contract year payable to the "Town of Manchester by the Sea".

#### **7.11.6 Insurance Requirements**

The Proposer shall provide a letter from its insurance carrier or broker certifying that it will provide insurance in accordance with the insurance requirements specified herein.

**NO PRICE OR COST INFORMATION SHALL BE INCLUDED IN THE BUSINESS PROPOSAL.**

#### **7.12 Volume V: Price Proposal**

The Price Proposal shall include the Price Proposal forms identified herein, and contained in Appendix B.

**THE PROPOSER SHALL SUBMIT THE PRICE PROPOSAL AT THE SAME TIME IT SUBMITS THE OTHER VOLUMES OF THE PROPOSAL. THE PRICE PROPOSAL SHALL BE SUBMITTED IN A SEPARATE SEALED ENVELOPE CLEARLY MARKED "PRICE PROPOSAL."**

**ALL PRICE AND COST INFORMATION SHALL BE INCLUDED IN THE PRICE PROPOSAL. NO PRICE OR COST INFORMATION SHALL BE INCLUDED IN THE NON-COST PROPOSAL VOLUMES (I.E., VOLUMES I, II, III, AND IV.) IF ANY PRICE OR COST INFORMATION IS INCLUDED IN THE NON-COST PROPOSAL VOLUMES, THE ENTIRE PROPOSAL MAY BE REJECTED BY THE TOWN.**

### **PRICE PROPOSAL FORMS**

The Proposer will provide proposed prices for the performance of the Contract Services, by completing the following Price Proposal Forms:

- Price Proposal Forms P-1, P-1A, P-1B;

Pricing must be completed for all operating term options; i.e., 5 years, 10 years and 20 years.

## **8.0 APPENDICES**

Appendix A: Business Proposal Forms

Appendix B: Price Proposal Forms

Appendix C: List of Information at DPW

**APPENDIX A**

## **Appendix A – Business Proposal Forms**

**BUSINESS PROPOSAL FORM A-1  
FORM OF THE TRANSMITTAL LETTER**

[Date]

Gregory T. Federspiel, Town Administrator  
Town of Manchester by the Sea  
10 Central Street  
Manchester by the Sea, MA 01944

Dear Mr. Federspiel:

With this letter [Name of Proposing Entity] (the Proposer), transmits our Proposal responding the Town of Manchester by the Sea's Request for Proposals (RFP) to operate, maintain and provide customer service functions related to its water treatment and well supply systems issued on November 14, 2018.

The Proposer acknowledges that it has received the following addenda to the RFP:

<u>Addenda No.</u>	<u>Date Issued</u>
--------------------	--------------------

The Proposer's submission includes:

1. The appropriate Proposal Security in a separately sealed envelope that complies with the requirements of Section 3.6 of this RFP;
2. Five (5) copies of the Executive Summary that complies with the requirements of Section 7.8 of this RFP;
3. Five (5) copies of a Qualifications Statement that complies with the requirements of Section 7.9 of this RFP;

4. Five (5) copies of a Technical Proposal that complies with the requirements of Section 7.10 of this RFP; and
5. Five (5) copies of a Business Proposal that complies with the requirements of Section 7.11 of this RFP; and
6. Five (5) copies of a Price Proposal that complies with the requirements of Section 7.12 of this RFP, in a separately sealed envelope.
7. A CD of Volumes 1-4 and a second CD for Volume V, Price Proposal, included with the separately sealed envelope for Volume V.

Proposer understands, agrees, and warrants:

1. That Proposer has carefully read and fully understands the information that was provided by the Town to serve as the basis for submission of this Proposal to operate, maintain and provide customer service functions related to its water treatment and well supply and water treatment and well supply systems.
2. That Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
3. That the proposal security required has been submitted with the Proposal in a separately sealed envelope.
4. That the proposal security will be held by the Town to secure obligations Proposer agrees to assume under this RFP but will be returned within sixty (60) days after an Agreement has been executed with the successful Proposer and performance bonds satisfactory to Town have been delivered to Town, or within five (5) days after all competitive proposals have been rejected.
5. That Proposer, including significant Participating Firms, is not currently in bankruptcy or filed for bankruptcy.
6. That this Proposal may be withdrawn by requesting such withdrawal in writing prior to the date that the proposal is due but may not be withdrawn after the due date for a period of ninety (90) calendar days without forfeiture of the proposal security.
7. That all information contained in the Proposal is true and correct to the best of Proposer's knowledge.
8. That Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer regarding the amount, terms, or conditions of this Proposal.
9. That Proposer did not receive unauthorized information from: Any Town staff member, or Consultant during the Proposal period except as provided for in the Request for Proposal package, addenda thereto, or the pre-proposal conference, or during a site visit to review relevant system data.
10. That by submission of this Proposal, the Proposer acknowledges that the Town has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the Town permission to make said inquiries, and to provide any and all requested documentation in a timely manner.

11. That Proposer has investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understand the RFP. The Proposer understands that no request for modification of the Proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

Respectfully Submitted,

[Name], Chief Executive Officer, [Company]

[Name], Chief Financial Officer, [Company]

**BUSINESS PROPOSAL FORM  
A-2A PARTICIPATING FIRMS**

All firms that will be significant participants in providing the Contract Services (the "Participating Firms") are identified below. Such firms shall include, as applicable, (1) the Proposer (2) the new company, if any, to be formed for the sole purpose of executing and performing the Service Agreement; and (3) any other significant participant.

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_
- (5) \_\_\_\_\_
- (6) \_\_\_\_\_
- (7) \_\_\_\_\_
- (8) \_\_\_\_\_

Include a copy of Form A-2B for each firm listed above. Each member of a joint venture should be listed separately.

\_\_\_\_\_  
Name of Proposer

Name of Authorized Signatory \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**BUSINESS PROPOSAL FORM**  
**A-2B PARTICIPATING FIRMS**  
(Complete Form A-2B for each Participating Firm)

Firm Name: \_\_\_\_\_

Type of Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Form of Business (Corporation,  
Partnership, Joint Venture, Other):  
\_\_\_\_\_

Contact Person(s): \_\_\_\_\_

Voice Telephone Number: \_\_\_\_\_

Fax Telephone Number: \_\_\_\_\_

email Address: \_\_\_\_\_

Role(s) (e.g., Proposer, Sub): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Include a summary of the services and responsibilities of each Participating Firm, limited to one page or less in length for each firm.

**BUSINESS PROPOSAL FORM A-3  
ACCEPTANCE OF CONTRACT  
TERMS AND CONDITIONS,  
CONTRACT PRINCIPLES**

The Service Agreement to be entered into between the selected Proposer and the Town will be the definitive statement of the responsibilities of the selected Proposer for performing the Contract Services and will be based upon the draft Agreement set forth in Appendix A. The Proposer accepts, without exception, these draft Agreement and hereby acknowledges its willingness to enter into the Service Agreement.

(Yes/No)

If answered "No," describe in detail as an attachment to this form the exceptions or additions to the draft Agreement, and include language reflecting the proposed modifications.

Name of Authorized Signatory

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**BUSINESS PROPOSAL  
FORM A-4**

**FINANCIAL  
RESOURCES DATA**

(To be completed for Proposer, Guarantor )

\_\_\_\_\_  
Name of company completing form

\_\_\_\_\_  
Name of individual completing form

\_\_\_\_\_  
Signature

**1. Bond Information**

Current bond ratings on two most recent senior debt issues, if any.

	<b>Issue Description</b>	<b>Moody's Rating</b>	<b>S&amp;P's Rating</b>
<b>Issue 1</b>			
<b>Issue 2</b>			

**2. Financial Indicators**

Please complete the following table. Fiscal Year End:

		<b>1</b>	<b>2</b>	<b>3</b>
		<b>2016</b>	<b>2017</b>	<b>2018</b>
A.	Total Revenues	\$	\$	\$
B.	Net Income	\$	\$	\$
C.	Total Assets	\$	\$	\$
D.	Current Assets	\$	\$	\$
E.	Total Liabilities	\$	\$	\$
F.	Current Liabilities	\$	\$	\$
G.	Equity (C-E)	\$	\$	\$

**BUSINESS PROPOSAL  
FORM A-4 (continued)**

Using the information provided in the table above, calculate:

A. Revenue Growth Percentages

2017:  $(A2-A1)/A1$  \_\_\_\_\_ %

2018:  $(A3-A2)/A2$  \_\_\_\_\_ %

B. Profitability Percentages Return on Revenue

2016:  $B1/A1$  \_\_\_\_\_ %

2017:  $B2/A2$  \_\_\_\_\_ %

2018:  $B3/A3$  \_\_\_\_\_ %

Return on Assets

2016:  $B1/C1$  \_\_\_\_\_ %

2017:  $B2/C2$  \_\_\_\_\_ %

2018:  $B3/C3$  \_\_\_\_\_ %

C. Leverage Ratio

2016:  $E1/G1$  \_\_\_\_\_

2017:  $E2/G2$  \_\_\_\_\_

2018:  $E3/G3$  \_\_\_\_\_

D. Net Worth

2016:  $C1-E1$  \$ \_\_\_\_\_

2017:  $C2-E2$  \$ \_\_\_\_\_

2018:  $C3-E3$  \$ \_\_\_\_\_

**APPENDIX B**  
**PRICE PROPOSAL FORMS**

**PRICE PROPOSAL FORM P-1**  
**Base Compensation Pricing (First Contract Year)**  
**5-YEAR CONTRACT TERM**

**1. Annual Operations and Maintenance Price**

Salary and Benefits	\$ _____
Repair and Replacement, Supplies, Equipment, Parts - Manchester by the Sea <u>only</u> (less than \$5,000 per event) <sup>(1)</sup>	\$ _____
Insurance	\$ _____
Other Costs (list items included)	\$ _____
Overhead and Profit	\$ _____

**TOTAL ANNUAL PRICE, BASE COMPENSATION<sup>(2)</sup>** \$ \_\_\_\_\_

\_\_\_\_\_  
Name of Proposer

Name of Authorized Signatory

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

- 
- (1) The Contractor shall be responsible for all maintenance, repair and replacement costs less than \$5,000 per event. Costs accounted for in the \$5,000 limit shall be exclusive of costs for Contractor staff and third-party contract labor, services, and equipment, unless it is of a special type not normally considered part of the Contractor's resources, and its use has been pre-approved by the Town.
- (2) The annual price will be paid monthly by the Town in 12 equal installments, annual costs should include estimated cost of living increases.

**PRICE PROPOSAL FORM P-1A**  
**Base Compensation Pricing (First Contract Year)**  
**10-YEAR CONTRACT TERM**

**1. Annual Operations and Maintenance Price**

Salary and Benefits	\$ _____
Repair and Replacement, Supplies, Equipment, Parts – Manchester by the Sea <u>only</u> (less than \$5,000 per event) <sup>(1)</sup>	\$ _____
Insurance	\$ _____
Other Costs (list items included)	\$ _____
Overhead and Profit	\$ _____
<b>TOTAL ANNUAL PRICE, BASE COMPENSATION<sup>(2)</sup></b>	<b>\$ _____</b>

\_\_\_\_\_  
Name of Proposer

Name of Authorized Signatory \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(1) The Contractor shall be responsible for all maintenance, repair and replacement costs less than \$5,000 per event. Costs accounted for in the \$5,000 limit shall be exclusive of costs for Contractor staff and third-party contract labor, services, and equipment, unless it is of a special type not normally considered part of the Contractor's resources, and its use has been pre-approved by the Town.

(2) The annual price will be paid monthly by the Town in 12 equal installments, annual costs should include estimated cost of living increases.

**PRICE PROPOSAL FORM P-IB**  
**Base Compensation Pricing (First Contract Year)**  
**20-YEAR CONTRACT TERM**

**1. Annual Operations and Maintenance Price**

Salary and Benefits	\$ _____
Repair and Replacement, Supplies, Equipment, Parts – Manchester by the Sea <u>only</u> (less than \$5,000 per event) <sup>(1)</sup>	\$ _____
Insurance	\$ _____
Other Costs (list items included)	\$ _____
Overhead and Profit	\$ _____
<b>TOTAL ANNUAL PRICE, BASE COMPENSATION<sup>(2)</sup></b>	<b>\$ _____</b>

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

<sup>(1)</sup> The Contractor shall be responsible for all maintenance, repair and replacement costs less than \$5,000 per event. Costs accounted for in \$5,000 limit shall be exclusive of costs for Contractor staff and third-party contract labor, services, and equipment, unless it is of a special type not normally considered part of the Contractor's resources, and its use has been pre-approved by the Town.

<sup>(2)</sup> The annual price will be paid monthly by the Town in 12 equal installments, annual costs should include estimated cost of living increases.

