



CITY OF HAVERHILL, MASSACHUSETTS

Request for Proposal

Assessment

RFP010.10

RFP Due Date: Thursday, September 17, 2009 @ 2:00 P.M.

City of Haverhill Purchasing Department
City Hall, Room 105
Four Summer Street
Haverhill, MA 01830-5875

Telephone: (978) 374-2309

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Purchasing@cityofhaverhill.com

City of Haverhill
City Hall
Four Summer Street
Haverhill, Massachusetts 01830-5876

RFP010.10, Brownfields Assessment

I. GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS

- A. The City of Haverhill was awarded Brownfields Assessment grant by the U.S. Environmental Protection Agency (EPA) to inventory and assess petroleum and hazardous materials contaminated Brownfields sites within the city. Pursuant to MGL CH. 30B, The City Of Haverhill, "CITY", seeks proposals from a qualified consultant to implement all phases of the grant program.
- B. A Pre-Proposal Conference is scheduled for Monday, August 24, 2009, at 4:00 PM in Room 301 at Haverhill City Hall, 4 Summer Street, Haverhill, MA 01830.
- C. Proposals are to be submitted by 2:00 p.m., Thursday, September 17, 2009, at which time they will be publicly opened. Postmarks will not be considered. Proposals submitted on any other form will not be accepted as valid proposals.
- D. Envelopes containing sealed proposals will be accepted at the City of Haverhill, City Hall, Robert J. DeFusco C.P.M., Purchasing Department, Room #105, Four Summer Street, Haverhill, Massachusetts 01830 until the time indicated. Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, please make no reference to pricing in the non-price technical proposal. Failure to adhere to this requirement will result in disqualification. It is the sole responsibility of the Offeror to insure that the proposal arrives on time at the designated place. Five separate sealed envelopes, four containing the non-price technical proposal marked "Non Price Proposal – Brownfields Assessment" and one containing the price proposal marked "Price Proposal – Brownfields Assessment".
- E. The contract will be awarded by the City within ninety (90) days after the proposal opening. The time for award may be extended up to 45 additional days by mutual agreement between the City and the responsible and responsive Proposer.
- F. If any changes are made to the Request for Proposal (RFP), an addendum will be issued. Addenda will be mailed, faxed, or emailed to all Contractors on record as having picked up the RFP. Offerors shall be responsible for ensuring that all addenda are in receipt prior to proposal deadline. The City will require acknowledgement of any addenda issued to be included on the proposal form.
- G. Questions concerning this proposal must be submitted in writing to: Robert J. DeFusco, email rdefusco@cityofhaverhill.com, before 2:00 PM on Wednesday, Sep 2, 2009. Question may be delivered, mailed, emailed or faxed. Written responses will be mailed, emailed or faxed to all Offerors on record as having picked up/downloaded the RFP.
- H. After the proposal opening, an Offeror may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the Proposer will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the Proposer will be notified in writing.
- I. The City may cancel this RFP, or reject in whole or in part any and all proposals, if the City determines that the cancellation or rejection serves the best interests of the City of Haverhill.
- J. All proposals submitted in response to this RFP must remain firm for sixty (60) days following the proposal opening.

K. A proposal must be signed as follow: 1) if the Offeror is an individual, by her/him personally; 2) if the Offeror is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

II. Bid Submission Requirements

- A. The bid submission must be completed.
- B. A list of references is enclosed as requested.
- C. The Price Summary Form must be completed.

III. Rule for Award

The City of Haverhill shall award a contract to the responsible and responsive prospective Offeror whose proposal conforms to the RFP, is the most advantageous to the City of Haverhill, and meets the requirements as described in the proposal submission requirements. Based on the proposals, the City reserves the right to select one or multiple Contractor(s) to provide Custodial services.

IV. Additional Contract Terms & Conditions:

- A. The contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The proposal must comply with all Federal, State, and municipal laws, ordinances, rules and/or regulations.
- B. The contract is for a three-year term.
- C. Purchases of goods and services by the City of Haverhill are exempt from the payment of Federal excise taxes and the Massachusetts sales tax, and any such taxes must not be included in the price computations.
- D. The successful Offeror will not be permitted to assign or underlet the contract, nor assign either legal or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the City.
- E. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
- F. All words, signatures and figures submitted on the proposal shall be in ink. Proposals which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or any prices which contain abnormally high or low amounts for any item, may be rejected as informal. More than one proposal from the same Proposer will not be considered.
- G. The selected Offeror will be required to sign a contract with the City of Haverhill in which he/she accepts responsibility for the performance of services as stated in the submitted proposal and be prepared to commence work immediately upon execution of the signed contract
- H. A Notice of Acceptance of the Proposal will be mailed or furnished to the successful Proposer within forty-five (45) days of the proposal opening. A City Contract and Purchase Order will follow the written Notice of Award.

I. Ownership of Information: All information acquired by the Proposer from the municipality or from others at the expense of the municipality in the performance of the agreement shall be and remain the property of the municipality. All records, data files, computer records, work sheets, and all other types of information prepared or acquired by the Proposer for delivery to the municipality shall be and remain the property of the municipality. The Proposer 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, or copy, nor reproduce the same in any form, except pursuant to the sole written instructions of the City. The Proposer further agrees to return said information in whatever form it is maintained by the Proposer.

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J. Indemnity: Unless otherwise provided by law, the Contractor will fully and completely indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property that the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees. These

provisions shall also include any liability which may result from a workers compensation claim or resulting third party action against the City.

K. Insurance Coverage: The Contractor shall purchase and maintain during the term of this agreement such insurance coverage as is specified. This coverage shall apply to the Contractor directly and the work of any or all Subcontractor(s) he may employ, or anyone directly or indirectly employed for work under this Project.

a. Worker's Compensation And Employer's Liability Insurance: Coverage as required by the Worker's Compensations laws of the Commonwealth of Massachusetts, M.G.L. Ch. 149, sec. 34A, including both statutory lines and Coverage B.

b. Commercial General Liability Insurance: The Contractor shall provide the following minimum liability limits:

<u>Coverage</u>	<u>Limits of Insurance</u>
General Aggregate Limit: (Other than Products-Completed Operations)	\$2,000,000.00
Products-Completed Operations aggregate Limit	\$2,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Fire Damage Limit (any one fire)	\$100,000.00
Medical Expense Limit (any one person)	\$5,000.00

c. The Commercial General Liability Policy shall provide insurance for the Contractor for Bodily Injury and Property Damage to third parties arising out of:

- i. Work performed by the Contractor himself with his own employees; Premises-operations and products and completed operation.
- ii. Work performed by his Subcontractors; Contractors' Protective Liability ("sublet work" or "Independent Contractors") line. Use of subcontractors may be subject to provisions within the Specification regarding prior approval by the City.
- iii. The Contractor's liability assumed under the Contract Terms; "hold harmless" or "indemnity agreement" line also known as Contractual Liability Insurance. This coverage must be explicitly stated on the Contractor's Insurance Certificate.
- iv. Insurance certificates must name the City of Haverhill as an additional insured.

d. Automobile liability insurance: The Contractor shall provide the following minimum liability limits for all owned, non-owned and hired autos: Combined single limit for Bodily Injury and Property Damage: \$1,000,000.00.

e. Excess Umbrella Liability Insurance: The Contractor may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth above. Any such amounts must be in addition to the umbrella limits required, must list all underlying policies, and must list the City as an additional insured. Evidence of such excess liability shall be delivered to the City in the same form and manner as the required insurance policies.

f. General Requirements for All Lines of Insurance to be Furnished

- i. All policies shall be written so the City shall be notified of cancellation or addition of "restrictive amendments" by Registered Mail or by Facsimile not later than sixty (60) days prior to the effective date of such cancellation or amendments.
- ii. If the initial policy/policies expire prior to the completion of the work, renewal certifications shall be promptly filed with the City for extension of said coverage. The full cost of renewing such coverage for additional amounts of time shall be the full responsibility of the Contractor.
- iii. The Contractor shall require that each subcontractor procure and maintain, until the completion of that subcontractor's work, insurance of the types and to the limits set forth in the above sections. All such coverage by subcontractors shall be in favor of the Contractor, and the City shall be held harmless from liability in all such policies. Use of subcontractor(s) may be subject to the prior approval of the City as described more fully in applicable contract terms and conditions.

L. Payment: The amount and timing of payments to the consultant will be determined during contract negotiations. Requests for payments shall be made directly to the City of Haverhill and payments made shall be ninety percent (90%) of the amount requested. The ten percent (10%) retainage will be paid upon successful project completion. Notwithstanding the above, in no case will the consultant be paid for any costs that will not be reimbursed by the EPA. In accordance with EPA requirements, costs must be tracked by individual site if a consultant is awarded multiple site assessments under this contract.

M. If at any time the successful Proposer fails to fulfill or comply with any of the requirements of this proposal/contract, the City, at its option, can terminate this contract upon thirty (30) days written notice to the firm.

- N. All information presented in this RFP, including information disclosed by the City during the proposal process, is considered confidential. Information shall not be released to outside parties and the RFP shall not be discussed with anyone at the City, other than the known participants without written consent of the City of Haverhill. A bidder cannot discuss the bid with another bidder.
- O. The City reserves the right to amend the Contract arising from this RFP and, in particular, to add equipment or services that the City and the Offeror mutually agree are consistent with that solicited by this RFP. The right to amend applies for the term of this Contract and any extensions.

V. PROJECT APPROACH

The Haverhill Brownfields Grant Steering Committee (Steering Committee) will oversee the execution of grant program elements by a contracted consultant service. The consultant service will be selected as described in this Request for Proposals. The project consists of the major program elements listed below (in order):

1. Execute an outreach and education campaign to engage the community and private owners of potential Brownfields sites to work with the Haverhill Brownfields Grant Steering Committee (Steering Committee) by offering properties for consideration on the assessment program.
2. Identify and inventory known and potential petroleum and hazardous materials contaminated Brownfields sites;
3. Select sites for further investigation;
4. Conduct Phase I assessment to American Society for Testing and Materials (ASTM) or State standards, whichever is more stringent;
5. Conduct Phase II assessment to ASTM or State standards, whichever is more stringent, where potential contamination is found; and,
6. Produce a report with results and strategies for redevelopment.

VI SCOPE OF WORK TO BE PERFORMED BY THE CONSULTANT

Task 1: Program Development. The consultant will assist the Steering Committee in fulfilling the management and administrative requirements of the grant program. This will include assisting in the preparation of required reports and informational contacts with state and federal agencies, record keeping and billing.

Task 2: Community Participation. The consultant will assist the Steering Committee in preparing and executing an outreach campaign to engage local residents, property owners, and officials in the grant program. The outreach campaign will include meetings with residents and owners to solicit input on site contamination and redevelopment concerns and opportunities. This may include multilingual communications in certain situations. Regular press releases will be provided to the local newspapers to ensure that the public is aware of progress on the projects and any upcoming public meetings. Community education meetings may be necessary to educate concerned residents and official about Brownfields topics and specific sites. Attendance by the consultant at municipal board and council meetings may be necessary to provide project updates and answer questions. Surveys of residents living near selected Brownfields sites will be conducted to ensure that people understand the project findings and to ensure that the project incorporates local knowledge and concerns.

Task 3: Site Identification. The consultant will research State and federal records, and obtain information from municipal officials, business organizations, and local residents, about the location of potential Brownfield sites throughout the area. Existing GIS coverage and databases will be updated to reflect these findings. GIS map and data products will locate contaminated sites in relation to other key features such as property parcel boundaries, surface and ground water resources, roads, zoning districts, and adjacent land uses. It is expected that potential petroleum and hazardous materials contaminated sites will be identified and documented during this phase of the project.

Task 4: Site Selection. The consultant will assist the Steering Committee in developing a process and criteria for site selection. This process will be used by the Steering Committee to select sites for assessment through the program. The Steering Committee estimates that 6-8 petroleum sites and 6-8 hazardous materials sites will receive Phase I assessment, and 2-3 petroleum sites and 2-3 hazardous materials site will receive Phase II assessments. Among the issues likely to drive the selection process are:

- Proximity to designated growth areas;
- Availability of infrastructure to support redevelopment;
- Consistency with local plans for future development or land/green space conservation;
- Ownership status vis-à-vis feasibility of further assessment and subsequent redevelopment;
- Whether the site poses a health risk and/or is hindering investment in economically disadvantaged areas;

- Whether clean-up and redevelopment of the site will be likely to stimulate interest in further investment in the area for job creation/retention of alternative best use;
- Financial feasibility for clean-up and redevelopment of the site based on available funds and ability to leverage other financial resources.

Task 5: Phase I Assessments. Upon site selection by the Steering Committee, the consultant will conduct a Phase I environmental site assessment in accordance with current ASTM standards and procedures, or relevant State standards, whichever is more stringent. These assessments will determine the presence or likely presence of any petroleum or hazardous substance through at least the following:

- Documentation of the historical use of the site;
- Review of site plans and other site-specific information to assess waste handling, storage, and disposal on the site;
- Evaluation of maps, aerial photographs, permits, and insurance records to evaluate the probable location of underground storage tanks, petroleum and/or hazardous materials;
- Site visits to examine buildings, lands, and soil conditions to identify any directly observable indications of the presence of on-site contamination. If potential contamination is found, a Phase II Assessment may be conducted.

Draft Phase I reports will be submitted for review to the city of Haverhill, site owner, DEP, EPA, and other individuals or agencies as identified for a particular site before final reports are prepared. Final reports must be mailed to the parties noted above, as well as two extra copies to the City of Haverhill.

Task 6: Phase II Assessments and Project Report. The consultant, working with the Steering Committee will conduct Phase II Assessments for the selected sites and in accordance with an EPA Quality Assurance Project Plan (QAPP). The consultant will prepare and submit the QAPP to the U.S. EPA Region 1 Brownfields Program for approval. The QAPP will describe the assessment, sampling, and analysis strategies, methods, and procedures approved by the U.S. EPA that will be used in all assessments.

Phase II site assessments will be performed on petroleum and hazardous materials contaminated sites to further investigate and delineate areas of environmental concern. Phase II investigations will confirm whether further investigation and/or remediation will be necessary and will provide a basis for estimating potential remediation costs. Phase II investigation will include:

- Additional interviews and site visits;
- Collection of samples of soil, ground and surface water, and further identification of other contaminated buildings and materials;
- Any necessary geophysical testing.

Following completion of Phase II testing activities, a project report will be prepared that will document the results of the research and analysis; provide specific recommendations for mitigating the contamination, and outline reasonable and feasible redevelopment scenarios.

Upon site selection by the Steering Committee, the consultant will conduct Phase II sampling work. The City of Haverhill understands that Phase II work is contingent upon Phase I findings, projected costs, and Steering Committee's approval.

To address the Phase II component of the Scope of Work, consultants should describe their approach to the following tasks (in order):

1. Preparing a work plan and cost estimate for review by the Steering Committee, Massachusetts DEP, and EPA as necessary before field sampling activities can begin.
2. Preparing a Quality Assurance Project Plan (QAPP) by review and approval by DEP and EPA. The QAPP will include proposed sampling and analysis strategy, sampling procedures, analytical procedures, data management, and other procedures that will ensure quality control.
3. Conducting all environmental assessment procedures appropriate for a site, including geophysical surveys and soil and groundwater testing. Sampling and analysis activities may include, but are not limited to: sampling floors, trenches, walls, or other building components, sampling soil surrounding buildings to determine if any hazardous materials discovered are present in concentrations that pose a risk to human health, sampling groundwater, and sampling debris. Investigation and reports will meet ASTM guidelines, or State standards, whichever is more stringent. The consultant will be responsible for obtaining all required permits for the work at a site.

4. Determining the need to undertake additional site assessment, identify, and recommend remediation strategies based on adopted risk management/assessment strategies particular to each proposed site (as applicable to each site and with prior approval by the Steering Committee).
5. Submitting draft Phase II reports for review to the steering committee, site owner, Massachusetts DEP, EPA, and other individuals or agencies as identified for a particular site before final reports are prepared.
6. Mailing final reports to the parties noted above, as well as two extra copies to the City of Haverhill.

VII SCHEDULES AND DATES

See attached project schedule.

VIII. STANDARDS AND DELIVERABLES

- Spatial and/or geographic information must be developed in accordance with Massachusetts Geographic Information System (MGIS) standards as adopted by the Massachusetts Center for Geographic Information (MCGI).
- Except for appendices, all reports are to:
 - be presented for ease of readability by the average citizen;
 - include charts, graphs and other graphics as appropriate;
 - include executive summaries or abstracts suitable for broad distribution;
 - include a glossary of technical terms, and a list of reference or citations for all sources of data and information.
- All documents must be provided in both paper and digital form (Microsoft Word format).
- Hiring of local qualified labor is strongly encouraged.
- The use of recycled paper is strongly encouraged.
- Copies of all reports and documents, including drafts, should be provided to the Steering Committee ***no less than two weeks prior*** to any scheduled review or public discussion.
- All data, databases, reports, programs and materials, in digital and hard copy formats, created under this project shall become the joint property of the City of Haverhill, the State of Massachusetts, and the U.S. Environmental Protection Agency.

Proposal Evaluation Information

Rating Comparative Criteria

All proposals will be reviewed in accordance with MGL Chapter 30B by the City of Haverhill and final selection will be based upon an evaluation and analysis of the information and materials required under the RFP. Proposals that meet the minimum criteria will be reviewed for responses to the comparative evaluation criteria. Each Criterion will be assigned a rating of Highly Advantageous, Advantageous, Non Advantageous or Unacceptable to each comparative evaluation criteria.

Interviews

Interviews may be required at the City's discretion after review of the technical proposals. Companies will be provided with advance notice of at least five (5) working days. Presentations should not exceed forty five minutes in length, with a question and answer period.

COMPARATIVE SELECTION CRITERIA

Each of the following criteria pertains to requirements listed in this RFP. These criteria will be applied to all Technical Proposals submitted. Each criterion will receive one rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable. The rating each question receives will be used to compile a composite rating for each Proposer, to be used in the Selection Process segment of this RFP. **If any criterion receives a rating of "Unacceptable" that proposal will be REJECTED.**

Comparative Criteria

The relative merits of each submittal will be evaluated using the following Comparative Criteria. Any ranking below **Advantageous** is unacceptable.

- 1 Experience fulfilling the management/administrative requirements of a Brownfields program.

Highly Advantageous: Three or more projects similar to the one to be undertaken by the City of Haverhill, which included management and administrative requirements relating to the EPA Brownfields Grant Program.

Advantageous: Two projects involving management and administrative requirements relating to federal grant funding to municipalities.

Not Advantageous: Experience with only one project involving management and administrative requirements relating to grant funding.

Unacceptable: No experience with management and administrative requirements related to grant funding.

- 2 Experience in preparing and executing an outreach campaign to engage local residents, property owners, and officials in a grant program.

Highly Advantageous: Three or more projects preparing and executing an outreach campaign relating to Brownfields redevelopment.

Advantageous: Two projects preparing and executing an outreach campaign.

Not Advantageous: Experience with only one project involving the preparation and execution of an outreach campaign.

Unacceptable: No experience preparing or executing an outreach campaign.

- 3 Experience identifying and selecting Brownfields sites.

Highly Advantageous: Three or more projects within the historical Merrimack River industrial corridor involving the identification and selection of Brownfields sites.

Advantageous: Two projects involving the identification and selection of Brownfields sites.

Not Advantageous: Experience with only one project involving the identification and selection of Brownfields sites.

Unacceptable: No experience identifying or selecting Brownfields sites.

- 4 Experience executing Phase I Assessments.

Highly Advantageous: Three or more projects within the historical Merrimack River industrial corridor successfully executing Phase I assessments in accordance with ASTM standards.

Advantageous: Two projects successfully executing Phase I assessments in accordance with ASTM standards.

Not Advantageous: Experience with only one project involving Phase I assessment in accordance with ASTM standards.

Unacceptable: No experience conducting Phase I assessments in accordance with ASTM standards.

- 5 Preparation of Quality Assurance Project Plan and Phase II Assessments.

Highly Advantageous: The firm or someone on the project team has prepared three or more QAPPs and Phase II assessments for projects located within the historical Merrimack River industrial corridor.

Advantageous: Someone on the project team has prepared two QAPPs and Phase II assessments.

Not Advantageous: The firm or someone on the project team has prepared one QAPP and one Phase II assessment.

Unacceptable: The firm has prepared no QAPPs and no Phase II assessments.

- 6 Demonstrated ability to complete project in a timely manner.

Highly Advantageous: The proposal includes a progress schedule which clearly indicates each task to be performed, the responsible person for completing that task, and commencement and completion dates.

Advantageous: The proposal includes a generalized progress schedule that demonstrates that the consultant is able complete the Scope of Work by the completion date set forth in this RFP.

Not Advantageous: The Proposal includes a written progress schedule.

Unacceptable: The Proposal includes no progress schedule.

- 7 Qualifications of Licensed Site Professional (LSP)

Highly Advantageous: The LSP has six or more years of experience.

Advantageous: The LSP has at least three but not more than six years of experience.

Not Advantageous: The LSP has two years of experience.

Unacceptable: The LSP has less than two years experience.

- 8 Qualifications of Environmental Scientist

Highly Advantageous: The Environmental Scientist has six or more years of hands-on experience.

Advantageous: The Environmental Scientist has at least three years but not more than six years of hands-on experience.

Not Advantageous: The Environmental Scientist has two years of hands-on experience.

Unacceptable: The Environmental Scientist has less than two years of hands-on experience.

9 References from clients for similar projects.

Highly Advantageous: At least three positive references from clients located within the historical Merrimack River industrial corridor for Brownfields-related completed projects.

Advantageous: At least two positive references from clients for Brownfields-related, completed projects.

Not Advantageous: At least one positive reference from a client for a relevant completed project.

Unacceptable: No positive references from clients for site testing and remediation cost estimate.

Forms to be Included in the Technical Proposal Package

All proposers shall submit proposals in strict accordance with the submission requirements listed below. Any contractor failing to provide all of the following submission requirements will be considered “not responsive” and their proposal may be rejected without further consideration.

The information submitted must include the following items:

1. Cover letter: A letter signed by an officer of the firm, binding the firm to all comments made in the proposal is required.
 - a. Firm/Individual History including length of time the firm/individual has been in business, legal form (sole proprietorship, partnership, corporation and State of incorporation), number and location of offices, number of employees, and other pertinent data. Please describe any parent/subsidiary/affiliate relationships.
 - b. Names and Titles of firm partners and/or officers that will be servicing City of Haverhill.
 - c. Submit the name and telephone number of the person who will be the main contact from the firm for this contract.
 - d. List of people expected to work on the contract, including names, education, professional licenses, registrations or certifications, relevant experience (see below), and role in the contract (resumes are acceptable). Subcontractors should be included in this list and identified as such. The Project Manager should be clearly identified. Consultants must have on staff a Massachusetts Registered Engineer who, if applicable, can certify that the investigation was conducted in accordance with generally accepted engineering practices, and this person must be clearly identified in the proposal.
 - e. Resumes of all management personnel who will be assigned to this account. Describe what each individual’s role will be and what services they will perform.
 - f. Indicate whether or not your firm has been dismissed or disqualified from a bid/contract within the past five years, and if yes, the reason(s) why.
2. The approach to be taken toward completion of the project, and an explanation of any proposed variations to the work program.
3. A description of relevant projects that the consultant has worked on with client contact information, including contact names, addresses, and phone numbers. Staff who worked on these projects should be the same staff as proposed for the City of Haverhill contract.
4. Description of the approach to the scope of work, including a detailed description of tasks expected to be performed by the consultant and its sub consultants, anticipated time to complete each task, milestones, deliverables, costs (see Cost Proposal below), and other information as necessary to demonstrate the consultant’s thorough understanding and ability to complete this type of work. A matrix should be included, which identifies the hours generally expected to be provided by task for each key individual.
5. List of resources, personnel, data, or other assistance that the consultant expects or requires from the City of Haverhill in order to complete each task.
6. List of any action taken within the past five (5) years by any regulatory agency or litigation involving the firm or its agents or employees with respect to work performed. Consultants should explain if/why they are/are not at fault in these cases, why positive resolution of litigation is expected, and how they have taken steps to avoid repetition of these actions/litigations.
7. Signed and completed Appendix B (Certifications).
8. Provide a minimum of 3 references from municipalities (preferably from Massachusetts) of similar size. This information will be included on Appendix C, References.

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9. Complete Appendix D, Project Schedule.
10. Disclose any conditions (e.g. bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect your organizations' ability to perform contractually.
11. Acknowledgment of Addenda: each proposer shall acknowledge the receipt of any addenda by signing and including it with their proposal.

Forms to be Included in the Price Proposal Package

All proposers shall submit proposals in strict accordance with the submission requirements listed below. Any contractor failing to provide all of the following submission requirements may be considered "not responsive" and their proposal may be rejected without further consideration.

The information submitted must include the Fee Proposal Form, Appendix A.

**Appendix A
RFP010.10
PRICE PROPOSAL FORM**

TASK	COST
PROGRAM DEVELOPMENT	\$
COMMUNITY PARTICIPATION	\$
SITE IDENTIFICATION	\$
SITE SELECTION	\$
PHASE I ASSESSMENT	\$
PHASE II ASSESSMENTS & PROJECT REPORT	\$
TOTAL	\$

Company _____

Address _____

Signature of Company Official _____

Printed Name of Company Official _____

Title of Company Official _____

Phone number _____

E-Mail _____

**Appendix B
RFP010.10
Certifications**

NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal 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 or individuals.

TAX COMPLIANCE

Pursuant to M.G.L. Chapter 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of: _____

(Jurisdiction)

The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, & 39L, and with the requirements of M. G. L. c. 181 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Signature of individual submitting proposal

Print Name

Name of Business

Appendix C
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References

Provide a list of five (5) current Municipalities as references to which your firm currently provides similar Brownfields Assessment services with in the last five (5) years.

Municipality	Contact Person	Address	Phone

**Appendix D
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Project Schedule**

Activities	Milestones	Completion (Mo/Yr)
	Prepare and distribute RFP for contracted services	
	Interview and hire consultant	
Community Outreach	Develop outreach program	
	Press releases and articles	
	public meetings	
Site Identification	Update existing files	
	File research for new sites	
	Interview knowledgeable persons	
	Prepare maps and database	
Site Selection	Develop ranking criteria	
	Evaluate and rank sites	
	Select sites for Phase I	
Phase I Assessments	Research files	
	Site visits	
	Phase I report	
	Select sites for Phase II	
Quality Assurance Project Plans	Develop assessment protocol	
	Submit draft QAPP	
	Submit final QAPP	
Phase II Assessments	Expanded research and site visits	
	Soil and water sampling	
	Geophysical testing if needed	
	Phase II report	
	Final project deliverables	



**City Of Haverhill
Articles of Agreement**

Brownfields Assessment Services
RFP010.10

(This contract will be completed by the City at time of award.)

This agreement is made and entered into this _____ day of _____, 2009 by and between the CITY OF HAVERHILL ("the CITY"), a municipal corporation and existing under the laws of the Commonwealth of Massachusetts, and a corporation duly organized and existing under the laws of the Commonwealth/or as a D/B/A duly registered at: _____ ("The CONTRACTOR").

ADDRESS:

TELEPHONE AND FACSIMILE NUMBER:

ARTICLE I. DEFINITION. "THIS CONTRACT" as used herein shall mean that these Articles of Agreement and "the proposal documents," which include without limitation, the instructions to Proposer, the Contractor's proposal or proposal, the specification, terms and conditions, requirements, the applicable addenda, any final documents representing negotiated terms, and all documents and forms submitted with the Contractor's proposal or proposal.

ARTICLE II. DURATION. The Contractor shall commence the performance of THIS CONTRACT on or as soon thereafter as this agreement is fully executed and end on _____.

ARTICLE III. TERMS. The CONTRACTOR agrees to furnish and deliver services, materials, supplies or equipment to Haverhill, MA (delivery point) all in accordance with the proposal documents of _____, 2009 (proposal opening date).

CONTRACT VALUE: U.S. Dollars.

ARTICLE IV. PAYMENT. The CITY agrees to pay to the CONTRACTOR the sum set forth in the Contractor's proposal or proposal.

ARTICLE V. TERMINATION. The following shall constitute events of default under THIS CONTRACT requiring immediate termination: a) any material misrepresentation made by the CONTRACTOR, b) any failure by the CONTRACTOR to perform any of its obligations under THIS CONTRACT including, without limitation, the following: (i) failure to commence performance of THIS CONTRACT at the time specified in THIS CONTRACT due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to commence performance of THIS CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of THIS CONTRACT within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to commence performance of THIS CONTRACT in a manner reasonably satisfactory to the CITY, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the CITY as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of THIS CONTRACT, including without limitation, the provision of insurance and nondiscrimination, and (vii) any other acts specifically stated in THIS CONTRACT as constituting a basis for termination of THIS CONTRACT.

ARTICLE VI. DAMAGES. From any sums due to the CONTRACTOR for materials, supplies or equipment delivered, the CITY may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the CITY as a consequence of purchasing materials, supplies or equipment as a result of any event of default, failure, omission or mistake of the CONTRACTOR in furnishing or delivering materials, supplies or equipment as provided in THIS CONTRACT.

ARTICLE VII. CONFLICT. In the event there is a conflict between these Articles and the proposal documents, the proposal documents, RFP026.09, Custodial & Cleaning Services, shall supercede these Articles.

ARTICLE VIII. FUNDING, GOVERNING LAWS AND ORDINANCES. THIS CONTRACT is made subject to: the availability of funds, all the laws of the Commonwealth of Massachusetts and the ordinances of the CITY, and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of THIS CONTRACT shall not be affected) and such law or ordinance shall be operative in lieu thereof.

ARTICLE X. EQUAL OPPORTUNITY. The CONTRACTOR in the performance of all work under THIS CONTRACT will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and

in the procurement of materials and rental equipment. The CITY may cancel, terminate or suspend the contract in whole or in part for any violation of this Article.

ARTICLE XI. ASSIGNABILITY. The CONTRACTOR shall not assign, sell, subcontract or transfer any interest in THIS CONTRACT without prior written consent of the CITY. This AGREEMENT and any document referenced and incorporated herein or attached represent the ENTIRE CONTRACT and shall only be modified by written addendum between the Parties.

IN WITNESS WHEREOF, the parties have hereto and to two other identical instruments set their hands and seals the day first above written.

Approved as to Form:

City of Haverhill:

William D. Cox, Jr.
City Solicitor

By: _____
James J. Fiorentini
Mayor

Witness

Robert J. DeFusco C.P.M.
Purchasing Director

FOR THE CONTRACTOR:

By: _____
Title: _____

Corporate Secretary:

Certified as to Availability of Funding:

Charles Benevento
Director of Finance & City Auditor