

# **Town of Sharon**

## **Request for Proposals**

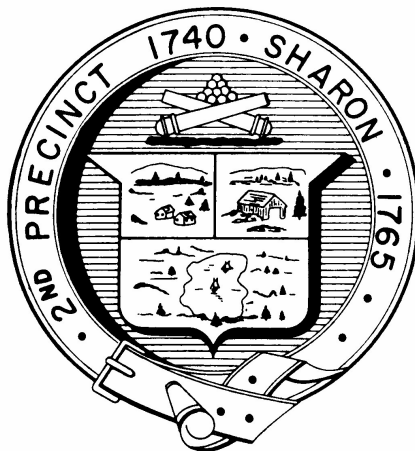
To complete an

## **CONSOLIDATION STUDY**

**of the**

## **Town of Sharon**

Department of Public Works  
The Sharon School Department  
Maintenance Department



January 2006

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

The Chief Procurement Officer of the Town of Sharon on behalf of the Board of Selectmen is soliciting responses demonstrating the qualifications and documented success from Management Consultants to conduct a consolidation study of the Town of Sharon, Department of Public Works and the Sharon School Department Maintenance Department.

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

The primary intent and goal of this request for proposal is to retain a Consultant that can conduct a consolidation study and ultimately recommend actions that will improve the effectiveness and efficiency in the utilization of resources related to structures and grounds maintenance within the Town of Sharon.

### **BACKGROUND INFORMATION**

#### **The Town of Sharon**

The Town of Sharon is located midway between Boston and Providence and was incorporated in 1765. The Town has an annual year-round population of over 18,000 (2000 Federal Census). The average per capital income of the residents of Sharon is \$41,323 (2000 census). Of the residents over age 25, approximately 96.8% have a high school degree, and 63.1% have a bachelor's degree or greater. The Town of Sharon is located midway between Boston and Providence, RI, approximately 25 miles from each.

The Town of Sharon serves as a bedroom community for commuters to the general Boston area. The Town functions under a Board of Selectmen/Town Administrator/Open Town Meeting form of government. The Sharon Town Meeting and Board of Selectmen are the legislative and policy-making bodies of the town government, and develop, adopt, and enact policies and by-laws, which are believed to promote and enhance the general welfare of the town.

#### **The Department of Public Works Administrative Structure & Responsibilities**

The mission of the Sharon Department of Public Works is to protect, preserve and improve the Town's infrastructure and related assets in a manner that meets and enhances the current and future social and economic needs of the community's year around population of approximately 18,000 residents. In meeting that challenge the department endeavors to contribute to a healthy, safe, high quality environment for the town's citizens and its visitors. These goals must be met in a cost effective and environmentally sound manner while meeting State and

Federal regulation requirements, particularly as regards drinking water, solid waste, waste water and storm water disposal.

The Department of Public Works is comprised of the following divisions: Administration, Engineering, Operations, Forestry and Grounds, as well as the Water Department.

### **Operations and Forestry and Grounds Divisions**

These divisions are responsible for maintaining the Town's buildings, parks, cemeteries, recreational and other community resources spread across Sharon's 24 square miles in a manner which maximizes user health and safety, provides practical utility and enhances the Town's unique environmental and aesthetic qualities.

These Divisions maintain parks, traffic islands, playgrounds, ball fields, tennis courts, and the Town beaches. It manages municipal facility trash pick up from receptacles located at municipal areas and several trash dumpsters, provides support to the Conservation Commission with conservation land maintenance, and assists with snow and ice control activities.

Additional primary responsibilities include the maintenance, operation, repair and small construction/renovation projects and custodial care for all municipal buildings including telecommunications and data network wiring. It provides support to the Engineering Division with project management and construction project technical expertise and assists the Recreation Department with the set up and removal of beach docks. The Division also has responsibility for the management and payment of utilities for all municipal buildings except the school facilities and Library.

### **Community Center Structure & Responsibilities**

The present Community Center is located on the south end of Lake Massapoag and currently houses the Recreation Department and Council on Aging. The building was originally constructed as a hotel and consequently did not function efficiently as a community center. During the past winter, the building suffered significant damage as a result of snow load resulting in the building being closed to the public and the administrative functions of the Recreation Department and the Council on Ageing being moved to temporary trailers adjacent to the building.

As a result of a recent Town Meeting vote subject to a confirming Proposition 2½ ballot question vote on January 31, 2006, the building is to undergo a \$9 million renovation during the next two years. Following the renovation, the building will be open to the public as a community center/senior center with function rooms, administrative offices for both the Recreation Department and the Council on Aging and full service kitchen facilities. The current renovation proposal calls for two maintenance staff.

Unallocated general office space for municipal use will be available in the renovated building.

### **Library Structure & Responsibilities**

The Sharon Public Library is located just north of the Town center. The building houses the book collection for the Town as well as the administrative offices for the library. There is currently one maintenance staff member assigned to the library currently paid from the Department of Public Works operating budget.

### **The School Department Administrative Structure & Responsibilities**

The Sharon Public School system is a vibrant, progressive school system of approximately 3466 students and 600-plus staff members who learn and work in 5 schools and 1 administration building. The vision is simple, yet ambitious: The Sharon Public Schools want to be recognized as among the best school districts in Massachusetts.

The School Maintenance and Operations Department provides custodial and maintenance support for the six school buildings in the district. These buildings total more than 500,000 square feet of useable space. Buildings are located throughout the Town and are made up of 3 elementary schools, one middle school, and one high school. An additional 19 portable classrooms (12 classrooms with gang bathrooms are located at the Middle School, 5 modular classrooms are located at the East Elementary School and 2 modular classrooms are located at the High School) as well as numerous miscellaneous structures exist at various school locations.

The approximate land associated with these school sites is 96.36 acres. An outdoor football facility, full track, tennis courts and a large number of playing fields exist at the both the High School and Middle School complexes. Maintenance of all playing fields and grounds located at public schools currently is the responsibility of the Department of Public Works Forestry and Grounds Division. Playground equipment is also present at each of the elementary schools.

The maintenance department's objective is to provide optimal conditions for education while maintaining the facilities infrastructure for continued peak performance. The maintenance department achieves these goals by focusing on continued professional development of staff and staying current with the ever changing market trends for both custodial and maintenance technologies.

The custodial component of the maintenance department is a major portion of the schools maintenance. In addition to the maintenance personnel, head custodians and regular custodians are currently supervised by the Director of Maintenance and Operations in conjunction with the needs of building principals. Custodians provide coverage during building rentals and other after-hour school building use and are dispatched to work extra hours by the office of the Director of Maintenance and Operations. By contract, they are the only ones permitted to work during after-hour building use and rentals. However, scheduling of after-hour building use, including rentals, is currently the responsibility of the School Department. These extra hours are significant because all five school gymnasiums come under heavy use by the School

Athletic Department, Town recreation and other sports groups. This extra work is also managed (scheduled and billed) by the Office of Maintenance and Operations in direct response to the School Department scheduled after-hour and rental activities.

Additionally, custodial excellence has a direct correlation with extended life of building components and finishes. The department's main objective is to clean for health. The department utilization of "green cleaning" approaches and products has greatly improved current conditions in the school buildings.

The School Department's current custodial staff personal are direct employees of the school maintenance department. The current custodial employment structure should not limit the proposer's recommendations for combined departmental custodial services. There have been internal discussions and preliminary investigation of outsourcing a portion of the current custodial component as a cost savings measure.

Detailed information on the schools is included in this RFP.

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

February 2 <sup>nd</sup>	RFP Issued (Advertise RFP in local publications)
February 24 <sup>th</sup>	Written questions due to Chief Procurement Officer.
March 10 <sup>th</sup>	Proposals Due, 2:00pm Department of Public Works
March 20 <sup>th</sup> - March 31 <sup>st</sup>	Tentative Interview period.
April 7 <sup>th</sup>	Finalize Award
April 11 <sup>th</sup>	First Day to commence contracted work
May 9 <sup>th</sup>	Statement of preliminary findings due to Town Administrator
June 27 <sup>th</sup>	Final report due (Proposed by Town – Tentative)

## **SECTION III. PROPOSAL INSTRUCTIONS**

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

1. The Town may cancel this RFP, in whole or in part, or may reject all proposals submitted in response, or may procure only some goods and/or services outlined in this RFP whenever such action is determined to be fiscally advantageous to the Town or if it is otherwise in the best interest of the Town.
2. The Town may request that supplementary information be furnished to assure the Town that a proposer has the technical competence, the business and

technical organization, and the financial resources adequate to successfully perform the necessary work.

3. Required forms are provided by the awarding authority in the appendices attached. All proposals shall be in ink or typewritten and must be presented in an organized and clear manner.
4. Questions or clarifications rising from these documents shall be submitted to the Superintendent of Public Works in writing. They must be submitted in accordance with section II "Key Dates for This Proposal".
5. Each proposer shall acknowledge receipt of any and all addendum issued to the Request for Proposal by so indicating in the Cover Letter/General Response. Failure to do so shall be cause to reject the proposal as being unresponsive.
6. The proposer shall sign the proposal correctly in ink or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the proposal will sign the document.
7. Proposers may correct, modify or withdraw the original proposals on or before the date and time as stated in the "Legal Advertisement". Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the vendor. Any late correction or modification to the proposal will not be accepted. A proposer who wishes to withdraw a proposal must make a request in writing.
8. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her proposal.
9. It is understood that the firm/individual's Proposal to the Town to provide said services and products will remain valid for 90 days past the submission deadline.
10. The proposer's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over proposal/purchase shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.
11. It is understood that the proposer has submitted the Proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See Certificate of Non-Collusion attached (Appendix A).
12. All costs involved in preparing the Proposal will be borne by the vendor; the Town, will not be liable for any costs associated with the creation of the Proposal. The proposer shall be familiar with all state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.

13. All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.
14. Proposals, which are incomplete, conditional or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The awarding authority's decision or judgment on these matters shall be final, conclusive and binding.
15. Any proposal received after the date and time stated in the "Legal Advertisement" will be deemed "non-responsive" and shall not be opened. Unopened proposals will be returned to the proposer.
16. The evaluation of the Non-Price Proposals will be conducted by a committee appointed by the Chief Procurement Officer. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFP and shall be final.
17. The Non-Price Proposals will be opened on the date and at the time stated in the "Legal Advertisement" the name of the person or organization submitting a proposal will be read and recorded. The contents of all proposals will be opened privately and not be disclosed to the public or competing proposers until the evaluation process is completed. A register of proposals will be completed indicating the name of the proposer. This register may be viewed upon request. The names of the witnesses will also be recorded. The Price Proposals will be opened only after the evaluation has been completed.
18. Any contract resulting from this RFP shall be awarded to the proposer whose Proposal is deemed to be the most Highly Advantageous to the Town. The Evaluation Committee will be the sole judge in determining whether a vendor's proposal satisfies the requirements of this RFP and whether or not the Proposal will prove advantageous to the Town. The selected vendor will be under contractual agreement to the Town and the School per the attached contract document and Operating Agreement.
19. Response to this Request for Proposal acknowledges the vendor's acceptance of all sections and requirements of this document. The Request for Proposal will be written into the successful firm/individual's proposal as part of the system contract. If the consultant's proposal does not comply with the requirements of this request for proposal, or if an item is not understood in anyway, a copy of that section of the request for proposal must then be included in the proposal and all its copies clearly stating the deviation, additions, or other comments.
20. Services provided by the successful proposer shall be rendered through the Town's standard contract for CONSULTANT services; the successful proposer will not be considered an employee of the Town and will not receive any benefits of an employee.

**B. PRE-PROPOSAL CONFERENCE AND SITE VISIT**

There will not be a pre-response conference for this RFP. Site visits may be arranged by calling the Department of Public Works at 781-784-1525, or the School Maintenance operations at 781-793-0264 ext. 3.

**C. QUESTIONS AND CLARIFICATIONS**

Questions requiring clarification shall be submitted in writing or faxed to the Chief Procurement officer prior to **February 24, 2006** in order to afford the Town adequate time to respond with a correction or additional information prior to the deadline for submission of proposals. Should it be found necessary, a written addendum will be incorporated into the RFP and will become part of the contract. Those who have received a copy of the RFP will be notified of such changes.

**D. NOTIFICATION OF AWARD**

All proposers will be notified of the selection decision within 45 days of the date proposals are due to the Town unless otherwise notified by the Town. In no case will the award be made beyond 90 days unless the vendor agrees to extend the period of time in which the proposal is valid.

**E. OPERATING AGREEMENT**

This Request for Proposal, as well as the selected firm/individual's proposal, and any addenda to that proposal, will become part of the final contract.

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

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

## **F. INSURANCE REQUIREMENTS**

**General** - The firm/individual shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried should not be less than the kinds and amounts designated herein, and the contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the contractor to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the Town, the provider shall indemnify, defend and hold harmless the Town of Sharon, its elected or duly appointed offices, directors and employees, against liability, losses, damages or expenses (including legal expenses) resulting from any claim based upon negligent or intentional acts or omissions of the provider, its employees or its agents in providing its services to employees of the municipality or their dependants pursuant to the agreement.

Failure to provide and continue in force such insurance as aforesaid may be deemed a material breach of this contract, and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the contractor.

No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Sharon at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, trustee, and the successor in interest of the firm/individual.

### **Comprehensive General Public Liability and Property Damage Liability Insurance**

The firm/individual shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Comprehensive Property Damage Liability Insurance providing for a limit of not less than Two Hundred fifty thousand dollars (\$250,000) for all damages arising out of injury to or destruction of property in any one accident, a total (or aggregate) limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury or destruction of property during the policy period.

## **Workers' Compensation Insurance**

A firm or incorporated business shall carry Workers Compensation Insurance as required by the Massachusetts General Law c. 152 & 25C.

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

The Town of Sharon must be named as an additional insured and as a certificate holder on each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the contract. Upon execution of the contract the firm/individual will provide copies of certificates of insurance to the Town.

## **G. MONITORING**

On a regular basis, appropriate members of Town and School Department Staff may review the firm/individual's operations and inform the firm/individual if there are any issues associated with the service provided by the firm/individual. In light of serious infractions, illegal activities, or potential harm to the environment, the Town Administrator, School Superintendent or designees will have the authority to cease any and all proposer operations at any time.

## **H. INTERVIEW**

Based upon the ranking proposals on the technical merits, the Evaluation Committee may select, at least three firms ranked according to preference, to be interviewed by the Evaluation Committee, certain school officials and relevant Town officials.

**In accordance with those interviews, the Evaluation Committee will then rank those finalists and make a recommendation of award to the Town Administrator. If the Town Administrator or designee is unable to negotiate a contract, including any modifications to the fee, with the top-ranked finalist, the Town Administrator, or designee, will then commence negotiations with the next ranked finalist and so on, until a contract is successfully negotiated and approved by the Town Administrator and Board of Selectmen.**

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

## **I. LICENSES AND PERMITS**

The proposer is responsible for attaining and holding in good standing all relevant licenses and certificates associated with the completion of these services. Evidence of these requirements is to be made part of the proposal. If a permit is not currently held or the application process is pending, the contractor should indicate such. The Town

reserves the sole right to decide if the contract may be awarded to the contractor despite the failure to produce the actual permits or copies thereof. Licenses and permits must be held in force throughout the terms of the services as contracted.

The firm should be experienced with Massachusetts Public Procurement and Construction Laws and Procedures as well as any other relevant laws, regulations of policies involving School and Town Operations. The names of the CONSULTANT's key specialists must be submitted along with their resumes. The individuals listed shall attend the interview. A preliminary schedule for project should be included in the submittal.

#### **J. MISCELLANEOUS INFORMATION**

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

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

#### **K. Future Work**

Any work outside of the contract resulting from this RFP must be negotiated and agreed to by both parties, in writing prior to the work commencing. The value of the contract may not exceed 25% of the base contract price as allowed by Chapter 30b of the laws of the Commonwealth of Massachusetts.

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

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

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

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

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

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

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

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

#### **SECTION IV. PROPOSAL REQUIREMENTS**

##### **A. MINIMUM REQUIREMENTS**

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

1. Minimum of three years experience in providing relevant consulting services to public and private entities.
2. The proposal must be from an established business, corporation, partnership, firm or individuals who normally furnish such services as the principal business for which the corporation or firm is formed. A description of the business including a list of clients (does not have to be complete list; sample is acceptable) and number of employees is required.
3. Possess all necessary current licenses and registrations, either within the firm or through independent consults, to qualify under Massachusetts law to perform the function of the CONSULTANT.
4. Not be debarred under M.G.L., chapter 149, section 44C or disqualified under M.G.L., chapter 7, section 38D.
5. All proposals shall be submitted to the Department of Public Works as stated in "Legal Advertisement"- Appendix E. Each proposal shall be in SEALED envelopes, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer. Sealed Non Price Proposals must be submitted in a separate, sealed envelope from the Sealed Price Proposal.

6. The proposal must be received in the Department of Public Works before the deadline for receipt of proposals (2:00 pm March 10, 2006), and must be complete (must include or address all items specified in Section VI -- Proposal Submission Requirements).
7. The proposer must have signed both the Certificate of Non Collusion (Appendix A) and the State Taxes Certification Clause (Appendix B) and include them in the proposal package.
8. The proposal must be signed by an agent of the company who has authority to bind the company to a firm bid price.
9. All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.

**B. STAFFING REQUIREMENTS**

1. The Proposer must set forth the staffing to be utilized for this service.
2. If the proposer is an individual who intends to do the entire work themselves without any additional staff they must indicate the full extent and nature of any other projects or work they are currently engaged in during the time of the project work.
2. Each individual, their duties, the number of days each will spend providing this service must be broken down into the following categories:
  - Name
  - Work Assignment
  - Responsibilities
3. Contractors must be prepared to contractually commit all individuals as submitted in their proposal, to this service. Any deviation from the proposed individuals will constitute a breach of agreement to any contractual agreement, which may result from this Request for Proposals.
4. Should it become impossible for a contractually committed individual to complete his duties, for a reason such as termination of employment, any change will in the CONSULTANT'S staffing as outlined in the proposal will be subject to the approval of the Town. The Town Administrator shall notify the CONSULTANT within fifteen (15) business days of the acceptance or rejection of any such staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced unless approved by the Town.

**C. TECHNICAL SCOPE OF SERVICES**

The contracted vendor will be required to provide a clearly worded report on the feasibility, both fiscally and practically, to consolidate the Department of Public Works and School Department Maintenance operations, along with sufficient justification and data to support either a conclusion that the consolidation has merit and should be pursued, or that a while a total consolidation should not be pursued, other options, i.e., a directed consolidation may be

appropriate in certain areas, or certain aspects of maintenance operations could potentially be outsourced, or altered staffing levels and hours of operations, should be evaluated.

To this end, each proposal should include a program that sets out, in writing, the services the consultant will provide in the consolidation study, if offered the contract. The Town has provided a scope of services as a point of departure for the proposers to use when submitting proposals to be evaluated and ultimately to result in a contract to do the work.

## **SECTION V. PROGRAM DESIGN**

The Department of Public Works and the Schools Department's Maintenance operations operate from base facilities centrally located off South Main and at the East Elementary School respectively in the Town of Sharon with several miles separating their offices. However, both operations maintain buildings and grounds located throughout the 24 square miles of the Town. The vendor must take into account a number of specific differences between the two operations as well as identify the commonalities between the two.

Municipal operations and school operations offer specific challenges not shared between the two divisions, however it is widely accepted that a number of tasks, including maintenance, repairs, landscaping and grounds tending, facilities management, oversight of contracts for major repairs and renovations are common to the two divisions. Each of these areas will require some analysis and direction in assimilating the two distinct operations.

The Town of Sharon offers the following plan of services to guide the proposer in the construction of a proposal. This scope of services has been devised to direct the consultant to certain areas of specific note and should result in a document that provides the Town with a clear picture of the work and structure as it now exists, how that work and structure measures up against other entities, and how identified areas for improvement can be addressed.

One key function of the consolidation study will be to establish a protocol for assessing capital needs, on a prioritized basis, of each building—both internally for each building/facility and, in a relative prioritization to other town-owned buildings. The Massachusetts Municipal Data Management and Technical Assistance Bureau guide for Developing a Capital Improvement Program is one tool that the Sharon Capital Outlay Committee is familiar with and has used in the past.

### **The Town's Suggested Approach**

The awarded Consultant's services should include a three-step examination of each of the major areas identified in the final contract.

The proposer is expected to identify, in their proposal, typical areas or types of work they feel are important to effectively meet the goals of this project, and to allow the Town to make a determination if the consolidation effort is feasibly and practically possible.

### **Task 1**

The initial task is to prepare a written description of both Town and School Departments and current work methods in place. The methods for gathering the data in this step should include active observation by the consultant on site, the review of existing policy manuals and current procedural guidelines, as well as interviews with key players to determine the full picture of the current methodology in place. Comparative strengths and weaknesses of existing approaches should be noted in context of relevant comparable communities.

### **Task 2**

This second task is to identify town-wide capital assets (to include both buildings and infrastructure systems within those buildings) and to identify asset maintenance protocols.

### **Task 3**

The third task is to identify those areas where the current structure, the distribution of work responsibility or the current work methods can be consolidated between the Municipal and School Departments. A suggested organizational structure should be included as well as examples of how the consolidation can be accomplished. Careful consideration must be given to clearly stating the reasons for determining that consolidation is feasible and appropriate. In addition, both the long term and short term costs and or savings associated with consolidation should be included as part of the analysis.

### **Task 4**

This final task is to show where improvements may be possible and offer an implementation plan or recommendation as to how the consolidated department may be able to improve that specific area. Specific attention should be paid to identifying the reasons behind the recommendation with special note to those areas where the greatest opportunity for improvement may be realized. The recommendations should include the name of the entity where the recommended practice is currently in place, and the current name and phone number of a contact at that entity who can speak to the implementation or continued practice of the recommendation.

### **The Final Report**

The report must be presented with an executive summary followed by a full report that addresses all of the issues outlined in this RFP and in the resulting Proposal from the contractor who is offered the contract. The audience for the executive summary should be anticipated to include the general public, Board of Selectmen, School Committee and Capital Outlay Committee. The executive summary may also be posted on the Town of Sharon Website and should be submitted as a PDF file for use with Adobe Acrobat software. This executive summary should also be seen as the basis for the public presentation when/if such a presentation is requested.

In addition to the results of the three-step analysis of the identified areas, the report should include the following specific items

- A professional opinion on the overall quality and effectiveness of the Department's Policies, Operating Practices and Administrative Procedures.

- A general opinion on any major areas where the opportunity to improve existing practices, enhance performance and increase productivity may exist through implementation of a consolidated departmental effort at Capital asset maintenance.
- A professional opinion of the management structure including administration and staff, for purposes of indicating the levels of efficiency and ability to oversee the entire Department's operation with any recommendations for improvement.
- Implementation opinion. The Town and School require that the contractor offer an implementation plan/opinion as to the best way to put into effect any consolidation recommendations made. This plan/opinion must include projected savings, efficiencies, time tables, capital costs and potential operational costs associated with putting into place each specific recommendation made by the contractor.

Note that this list is not intended to be the only areas that the consultant should pursue but rather is a list to offer areas the Town requires to be addressed in the final report. Any other items that are deemed appropriate for inclusion by the consultant should be included in the program design and submitted with the proposal. Additionally, alternative program designs submitted in proposal shall be given full consideration by selection authority.

#### **PROJECT TIME LINE:**

Project should be completed within 90 days of the date of the contract signing. In their proposal, the consultant must document, in as much detail as possible, the duration anticipated for each phase or topic of the program design that can be completed in the 90 days. The contractor, in their proposal may also indicate additional areas of study that will require more time to complete. The Town reserves the right to extend the 90 days or hold the contractor to the base program if sufficient cause for an extension is shown.

However, it is imperative that the contracted vendor be able to make a report of the preliminary findings on or before **May 9<sup>th</sup>** to the Town Administrator and Superintendent of Schools as principle points of contact for the Board of Selectmen and School Committee respectively and Superintendent of Public Works and designated staff. The proposer in their proposal must specifically address what they feel can be accomplished by **May 9<sup>th</sup>**.

It is the Town's desire to have the vendor, on or before **May 9<sup>th</sup>**, make statements as to those areas that preliminarily appear to be good candidates for consolidation, and to specifically address any areas where it is readily apparent that consolidation will not be effective in creating efficiencies and/or improved service levels or cost savings. These preliminary findings made by the consultant will be made public before the Board of Selectmen and/or school committee. The consultant should incorporate into their proposal attendance at a School Committee meeting and a Board of Selectmen meeting on or about **May 9<sup>th</sup>** to answer any question arising from the presentation of their preliminary findings.

Any anticipated extension needed to complete the scope of services beyond 90 days should be clearly stated within the proposal along with a detailed justification.

## **DELIVERABLES**

A **draft report** will be required at least 30 days prior to the due date of the final report. It should be submitted in such a way that it includes all items contained in the scope of services in a basic format so that the appropriate decision makers can review and recommend their changes and suggestions in anticipation of a final report. This draft report should include documentation on any ideas considered by the contractor so that the decision making body can understand the breadth of the options considered and suggest the ones that fit the future plans of the Department of Public Works and the School Department .

The contractor will submit nine (9) bound copies of the draft report, a single unbound copy suitable for photocopying, and an electronic copy on disk or by attachment to email. The electronic copy must be in a format compatible to Microsoft Word. Two sided copying is expected where appropriate.

The Town will review the draft and submit written comments to be addressed in the final draft, which will be submitted prior to a meeting before the Town Council and School Committee.

The contractor will submit thirty-five (35) bound copies of the final report, one (1) single-sided, unbound copy suitable for photocopying, and an electronic copy on disk or by attachment to email. The electronic copy must be in a format compatible to Microsoft Word. Two sided copying on the bound reports is expected where appropriate.

The consultant should plan on a final meeting before the Board of Selectmen and School Committee or other body as directed by the Town Administrator and Superintendent of Schools to present an overview of the final report and to answer questions from the Board of Selectmen, School Committee or the Public. There may also be an exit interview conducted with Town staff to help develop a plan for additional work not included in this operational audit.

The consultant shall provide staff availability to assist in implementing any of the adopted recommendations or changes, if necessary. A period of six (6) months availability by phone or in person, with reasonable notice, at a stated hourly fee is required.

## **STEERING COMMITTEE**

A project Steering Committee composed of designees by the Town Administrator and School Superintendent as principle points of contact for the Board of Selectmen and School Committee will guide the work of the consultant. The Steering Committee may also serve as a consultant selection committee and as project coordinators of the selected consultant. The Steering Committee will review and accept all work products required by the contract, except that the acceptance of the final report will be the responsibility of the Sharon Town Administrator.

### **Staff Assistance**

Certain tasks including but not necessarily limited to, the collection of requested or necessary data may be provided to the contractor. The impact of the requests on Town and School

Departmental functions will dictate the nature and timeliness of the provision of assistance. Therefore, the role of Town and school staff resources must be clearly defined in any proposals submitted in response to this RFP.

### **ADDITIONAL NARRATIVE INFORMATION**

1. Summarize what you believe your business offers that is unique from other businesses in this field.
2. Provide at least three (3) references with contact phone numbers from other municipalities whereby similar work has been done.
3. List the anticipated amount of support services and/or documents the Town of Sharon including the School Department would be required to provide.
4. Include a statement or documentation on the Financial Stability of the firm.

### **MISCELLANEOUS REQUIREMENTS**

**Public Relations** The Town and the contracted firm/individual shall cooperate in maintaining good public relations throughout the period of this project. The firm/individual may be asked to conduct a public information program that addresses the scope and objective of the project. This would be negotiated directly with the Town through the Town Administrator, should the need arise. The business principle or a representative of the firm given the contract may be required to meet publicly with the Board of Selectmen and/or the School Committee representatives to address any concerns or to provide timely updates.

### **FINANCIAL SCOPE OF SERVICES**

#### **Total cost for all aspects of study and required Report**

Proposer shall specify a total cost for all aspects affecting the study and the creation of the report. The Price Proposal worksheet provided in Appendix C must be filled out and submitted. Specific additional information concerning the costs associated with operations, expenses the proposer will bear, and any reference to compensation must be included in the price proposal section.

The price proposal must be submitted in a separately sealed envelope and no mention of the pricing portions of the proposal can be mentioned in the technical or non-price portion of the proposal. Failure to meet this stipulation may cause the proposal to be rejected.

### **SECTION VI. PROPOSAL EVALUATION**

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

with the capability, integrity, and reliability to perform under the contract) will be further reviewed using the comparative criteria outlined in this section.

The committee will use the comparative criterion for each separate rating area, and based upon these criteria, will assign an overall rating to each proposal. Each of the nine criteria may contain ratings of:

- Unacceptable
- Acceptable
- Advantageous
- Highly Advantageous

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

The Town reserves the right to award the contract to the responsive and responsible proposal which best meets the Town’s needs, taking into account proposal quality and proposal price.

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

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

**Comparative Evaluation Criteria**

2. Experience in providing analysis services in regards to governmental consolidation or restructuring for municipalities. (Documentation is required. Information should include phone numbers and contacts)

**Unacceptable** – No experience.

**Advantageous** - The provision of analysis services to less than five (5) municipalities.

**Highly Advantageous** - The provision of analysis services to more than five (5) municipalities.

3. Experience with Municipal Departments including School Maintenance or DPW Structures and Grounds projects. (Documentation is required. Information should include phone numbers and contacts)

**Unacceptable** - No experience with either specific Municipal departments, and minimal experience with other government segments. Evaluation team cannot determine if documented experience in other segments is adequate.

**Acceptable** – No experience with either specific Municipal department, but experience with other government segments allows Evaluation team to determine that documented experience in other segments is adequate to do the work.

**Advantageous** – The provision of similar municipal experience demonstrated on two similar (2) projects, or fewer.

**Highly Advantageous** – The provision of similar municipal experience demonstrated on three (3) or more projects.

4. Response to Technical Scope of Services (Section IV - C)

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

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

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

5. Staffing Requirements (Section IV - B).

**Unacceptable** - Proposal did not adequately meet requirements of section IV - B.

**Not Advantageous** - The Staffing information provided may meet the Town's needs, but the plan provided is not clear enough to make a determination.

**Advantageous** - The Staffing information provided will adequately meet the needs of the Town.

**Highly Advantageous** - The Staffing information provided shows the vendors commitment to putting their best staff and resources into this project and a willingness to exceed the needs set forth by the Town.

6. Response to scope of Program Design and the Town's suggested approach section of RFP (Section V).

**Unacceptable** - Proposal did not adequately comment upon or meet requirements of section V.

**Not Advantageous** - The Scope of work response indicates the vendor may meet the Town's needs, but the plan provided is not clear enough to make a determination.

**Advantageous** - The Scope of work response provided indicates the vendor will adequately meet the needs of the Town.

**Highly Advantageous** - The Scope of work response provided shows the vendors commitment to putting their best effort and resources into this project and a willingness to exceed the needs set forth by the Town.

7. Response to Project Timeline:

**Unacceptable** - Proposal did not address timeline of project.

**Not Advantageous** - Proposal is vague; Evaluation Committee is unable to determine if it is consistent with time frame requirements.

**Advantageous** - Proposal was adequate, appeared consistent with project intent, and responded to needs expressed by the documents in regards to timeline for completion of project.

**Highly Advantageous** - Proposal was very thorough, appeared consistent with and elaborated upon project intent regarding time line, and responded extensively to needs expressed by the documents in all areas in regards to impact on timeline.

8. Response to Additional Narrative Information and Miscellaneous requirements

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

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

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

9. General impression of proposal

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

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

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

## **SECTION VII. PROPOSAL SUBMISSION REQUIREMENTS**

### **A. SUBMISSION**

Two separate sealed envelopes, one containing an unbound original and ten (10) bound copies of the non-price technical proposal marked "**Consolidation of Municipal and School Services.**" and one containing an unbound original and one bound copy of the price proposal marked "**Consolidation of Municipal and School Services.**" must be received per the time frame outlined in the legal advertisement- (Appendix F). It is the sole responsibility of the proposer to insure that the proposal arrives on time and at the designated place. The Town of Sharon is not responsible for proposals that do not arrive at the property management division offices by the appointed time.

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

- 1) Cover Letter including name of Agency/Firm, address and telephone number, signed in ink by someone authorized to sign such documents.
- 2) Attach Financial Statement for two previous calendar years attested by a CPA or Bank Officer or (if an individual) personal tax returns for two previous years. In respect of confidentiality, this may be submitted (one copy) in a separate envelope. This information will only be used if financial information provided in proposal is not adequate to communicate financial capabilities. If you do not wish provide financial statements or tax returns, you must include a letter to that effect and provide some other means to determine the financial status of your company.

The Town reserves the right to request additional financial information from any proposer who does not submit adequate information to allow the Town to make a reasonable determination of financial capability.

#### **Complete proposals must include the following:**

- a. An expanded scope of services for all work required;
- b. A listing of all current and past public and private projects of a similar nature with name and telephone number of reference person to contact.
- c. A general company/firm profile or brochure and list of key personnel who will participate on this project with resumes included;

- d. The identification of any and-all consultants who will work with the proposer with resumes attached; please identify the individual who will have the primary responsibility for this project;
- e. Work plan and schedule, which reflects timetable for completion of study;
- f. Appropriate certificates of insurance;
- g. Evidence of financial stability;
- h. Any other information that the proposer considers relevant for the purpose of evaluating its qualification for the project.

**B. CONTACT INFORMATION**

Clarification and interpretations of this Request for Proposal must be requested in writing. Responses shall be likewise furnished. The last day to submit written requests is **February 10**, 2006. After that day no requests or questions will be accepted. Please contact the Town of Sharon for clarification of this Request for Proposal, direct all inquiries regarding the plan to:

Ben Puritz, Town Administrator  
Chief Procurement Officer  
Town of Sharon  
90 South Main Street  
Sharon, MA 02067  
Phone. (781) 784-1515 Fax: (781) 784-1503  
Business Hours: 8:00 a.m. – 4:30 p.m. Monday through Friday

TOWN OF SHARON

CERTIFICATE OF NON-COLLUSION

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

FIRM \_\_\_\_\_

SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

\_\_\_\_\_

TITLE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

DATE \_\_\_\_\_

TOWN OF SHARON

STATE TAXES CERTIFICATION CLAUSE

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

\_\_\_\_\_  
\* Signature of individual or  
Corporate Name (Mandatory)

BY: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

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

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

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

**PRICE PROPOSAL – CONSOLIDATION STUDY SERVICES**

The total contractor fees/costs associated with the Consolidation study services is:

\$ \_\_\_\_\_.

\$ \_\_\_\_\_ (Hourly rate) X \_\_\_\_\_ (quantity) + \_\_\_\_\_ (anticipated itemized expense costs)

= Not to exceed: \$ \_\_\_\_\_.

You may submit additional items that could be done with the associated costs for these items, but the core of the request as submitted must be clearly stated and defined. The Town is under no obligation to enter into a contract for any additional items submitted. Condition contracts or proposals are not acceptable.

The Town will not pay for any additional work on this project without the prior written approval.

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

Company: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix D

### TOWN OF SHARON, MASSACHUSETTS AGREEMENT BETWEEN CONSULTANT AND OWNER

The AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ by and between the Town of Sharon, Massachusetts, hereinafter referred to as the "Owner", and the \_\_\_\_\_, with legal address and principal place of business at \_\_\_\_\_, hereinafter referred to as the "CONSULTANT".

Witnesseth: That for and in consideration of payments and agreements hereinafter mentioned, to be made and performed by the OWNER, CONSULTANT hereby agrees with the OWNER to provide professional design services as specified in this Agreement for a not to exceed price specified with each task and as defined in Attachment A and Figure A.

#### 8) Description of Scope of Services (Attachment A) and Price (Figure A):

(To be negotiated after Proposal submission and award)

Task 1.1 _____	(\$ _____)
Task 1.2 _____	(\$ _____)
Task 1.3 _____	(\$ _____)
Task 2.1 _____	(\$ _____)
Task 2.2 _____	(\$ _____)
Task 2.3 _____	(\$ _____)
Task 3.1 _____	(\$ _____)
Task 3.2 _____	(\$ _____)
Task 3.3 _____	(\$ _____)
Task 4.1 _____	(\$ _____)
Task 4.2 _____	(\$ _____)
Task 4.3 _____	(\$ _____)
Final Report _____	(\$ _____)

NOW, THEREFORE, the CONSULTANT, for the compensation set forth, agrees to furnish professional design services to the Owner as outlined in the Request for Proposal documents attached and made part of the contract along with the CONSULTANT'S proposal as accepted. The CONSULTANT shall coordinate all efforts through Owner's Project Steering Committee. The CONSULTANT shall provide competent assessment and professional design services in accordance with accepted standards of the profession.

## SECTION ONE: Terms and Conditions

Owner hereby contracts with the CONSULTANT to provide assessment and professional design services and associated work specified herein upon the terms and conditions hereinafter stated for the duration of the project. The duration of this contract is estimated to be 90 days.

There will be an exit interview as part of the closing of this project. During this review the final document will be discussed along with relevant issues concerning the nature of the work and the recommendation for new or revised procedures.

All information acquired by the CONSULTANT from the municipality or from others at the expense of the municipality in performance of the Agreement, shall be and remain the property of the municipality. All records, data file, computer records work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the CONSULTANT for delivery to the Owner shall be and remain the property of the Owner upon payment thereof.

The Town and the CONSULTANT shall cooperate in maintaining good public relations throughout the period of this project. The CONSULTANT may be asked to conduct a public information program that addresses the scope and objective of the project the cost of which will be negotiated between the parties. All public information activities should emphasize the responsibilities of the various participants, the methodology employed, and the overall goals of the project.

The Contract shall be subject to **Force Majeure** considerations and in the event that either party hereto shall be prevented from the performance of any act required there under by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party in performing any obligations shall be excused for the period of non-performance, and the period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the Owner.

Continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the CONSULTANT, shall be deemed to render performance impossible, and the Owner shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Contract."

## SECTION TWO: Contract Documents

This Agreement shall include the following documents that are attached hereto and incorporated by reference:

- Attachment A – Request for Proposal Documents, Town of Sharon
- Attachment B – Schedule of Services and Deliverables (as negotiated)
- Attachment C – Proposal submitted by Consultant as a result of Town's RFP

### SECTION THREE: CONSULTANT's Warranties and Representations

The CONSULTANT represents that it will provide the services described above in a professional, efficient manner.

Any instance where the CONSULTANT is unable to perform as required by this Agreement should be reported directly to the Project Manager or Owner's Project Steering Committee responsible for the project tasks in that phase of the project. Their direction from that point will dictate the actions of the CONSULTANT.

### SECTION FOUR: Compensation and Payment Terms

This is a lump sum per completed task type of agreement. The compensation for the professional services shall be in the amounts as identified on page 1 of this Agreement and any other attachments as noted herein. These costs per task are inclusive of all costs incurred by the CONSULTANT in performance of the tasks identified in the Scope of Work. This Agreement shall be authorized by Task within the initial authorization of \$ \_\_\_\_\_ for services. Subsequent authorizations shall be done as written amendments to this agreement for specific tasks in stated amounts.

Overall project management will be the responsibility of \_\_\_\_\_, Principle in Charge and \_\_\_\_\_, Principle Project Manager. These individuals are key personnel and any change in key personnel requires immediate notification of the Owner. Failure to notify the Owner of such changes and negotiate a change to this term of the Agreement that is deemed satisfactory to the Owner, shall be deemed to render performance impossible, and the Owner shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Contract." Should it become impossible for a contracted individual employed by the CONSULTANT to complete his duties, for a reason such as termination of employment, any change in the CONSULTANTS staffing as outlined below will be subject to the approval of the Owner's Project Steering Committee. The Chairperson of the Owner's Project Steering Committee shall notify the CONSULTANT within fifteen (15) days of the acceptance or rejection of any such staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced.

Invoices shall be submitted monthly for tasks complete and approved as complete by the Owner. Work under this contract shall not exceed the amount stated in each task and subtask as included in this contract during the contract period without written authorization by the Town of Sharon.

All such invoices will be paid promptly (no later than 30 days) by the Owner unless any items thereon are questioned, in which event the questioned portion of the payment will be withheld pending verifications of the amount claimed and the validity of the claim.

The Owner will notify the CONSULTANT of any questions within five (5) working days of receipt of an invoice. CONSULTANT shall provide complete cooperation during any investigation.

Invoices should refer to the Contract Title and provide project detail adequate for the reviewing individual to determine the completeness of the tasks requested for payment and should be submitted to the following address:

Town of Sharon  
Board of Selectmen  
90 South Main Street  
Sharon, MA 02067  
Attention: Town Administrator

A budget status report shall accompany the invoice summarizing each task identified in this contract, budget expended to date, and percent of work completed to date.

#### SECTION FIVE: Termination of Contract

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

#### SECTION SIX: Insurance

As noted in the attached Request for Proposal documents dated \_\_\_\_\_ as issued by the Town of Sharon

General – The CONSULTANT shall before commencing performance of the Agreement be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. This includes evidence of Workers Compensation Insurance.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Agreement, and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the CONSULTANT.

No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party

and to the Town of Sharon at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, trustee, and the successor in interest of the CONSULTANT.

CONSULTANT's Comprehensive General Public Liability and Property Damage Liability Insurance - The CONSULTANT shall carry Comprehensive General Public Liability Insurance for its employees at sufficient levels to cover all damages incurred or caused by contracted employees of the awarded CONSULTANT. The Town of Sharon must be named as an additional insured and as a certificate holder on each of the insurance policies. Upon execution of the Agreement, the CONSULTANT will provide copies of certificates of insurance to the Owner. All Insurance coverage shall be placed with such company as may be acceptable to the Town of Sharon.

The CONSULTANT shall indemnify and hold harmless the Town of Sharon, its elected or duly appointed offices, directors and employees, against liability, losses, damages, or expenses (including legal expenses) resulting from any claim based upon negligent or intentional misdeeds or omission of the CONSULTANT, its employees or its agents in providing its services to employees of the municipality or their dependants pursuant to the Agreement.

#### SECTION SEVEN: Future Works

Work required beyond the Scope of Work in this Agreement, including additional analysis, meetings, or liaison work, shall be completed by the CONSULTANT, if requested in writing by the Owner. Such changes, including an increase or decrease in the amount of compensation, which are mutually agreed upon in writing by the Owner and the CONSULTANT shall be incorporated as written amendments to this Agreement.

#### SECTION EIGHT: Controlling Law

The laws of the Commonwealth of Massachusetts shall govern this Agreement.

#### SECTION NINE: Equal Employment Opportunity Anti-Discrimination Program

During the performance of this Agreement, the CONSULTANT, for himself, his assignees, and successors in interest, agree as follows:

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

The CONSULTANT by signing the Agreement offered by the Town agrees to abide by the above paragraph to the best of his/her ability.

SECTION TEN: Entire Contract

This Agreement constitutes the entire understanding and Agreement between the parties hereto and supersedes all prior and contemporaneous written Agreements between the parties and their predecessors in interest regarding the subject matter of this contract. The CONSULTANT may not be changed, altered, amended, modified or terminated orally, except as specified provided, and any such change, alteration, or modification must be in writing and executed by the parties hereto.

SECTION ELEVEN: Notices

Whenever any provision of this Agreement requires the giving of written notice to the Owner, it shall be deemed to have been validly given if delivered by person or by registered mail to the following: Town of Sharon, Owner’s Project Steering Committee. For purposes of this Agreement, the Owner’s representative shall be the Owner’s Project Steering Committee c/o the Town Administrator.

IN WITNESS WHEREOF, the parties executed this contract under their several seals the day and year first written above. The cost of professional CONSULTANT services identified by this Agreement totals \$\_\_\_\_\_ Authorization to proceed on any task identified in the Scope of Work requires written authorization of the Owner.

The CONSULTANT is authorized to proceed with Tasks \_\_\_\_\_, upon the signing of this Agreement with the Owner. No other tasks as listed in the Description of Scope of Services on page 1 of this Agreement shall proceed without written authorization of the Owner.

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

By: \_\_\_\_\_  
Ben Puritz, Town Administrator

This is to certify approved as to form.

\_\_\_\_\_  
Richard Gelerman, Town Attorney

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

\_\_\_\_\_  
Joan Leighton, Town Accountant

**SCHOOL MAINTENANCE DEPARTMENT STRUCTURE**  
**AUGUST 2005**

Custodial/Maintenance	20
HVAC	1
Electrician	1
Plumber	1
Maintenance Specialist	2
Working Supervisor	1
Clerical Staff	1

**DEPARTMENT OF PUBLIC WORKS**  
**STRUCTURE**  
**AUGUST 2005**

**Administration**

Superintendent	1
Business Manager	1
Building Inspector	1
Administrative Assistant	3
Assistant Town Engineer	1
Board of Health Agent for Engineering	1
GIS Administrator	1

**Forestry and Grounds Division**

Supervisor	1
Foreman	1
Aerial Lift Operator	1
Heavy Equipment Operator	1
Equipment Operator	3

**Operations (incl. Custodial)**

Supervisor	1
Ass't Supervisor	1
Working Foreman	3
Master Mechanic	1
Heavy Equipment Operator	5
Equipment Operator	5
Night Custodian	1
Custodian	2

**Water Department**

Supervisor	1
Ass't Supervisor	1
Working Foreman	1
Sr. Water Technician	1
Water System Technician	4

## Appendix F

### LEGAL ADVERTISEMENT FOR RFP

The Chief Procurement Officer of the Town of Sharon on behalf of the Board of Selectmen is soliciting responses demonstrating the qualifications and documented success from Management Consultants to analyze and comment upon the feasibility of a consolidation of the Town of Sharon, Department of Public Works and the School Department Maintenance Division and to provide a recommendation for implementation.

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

The primary intent and goal of this request for proposal is to retain a Consultant that can conduct a preliminary study of the current practices of the two separate divisions, and to determine if the consolidation of the two into one structure is economically and practically feasible using best practices found in other municipalities. Ultimately this work may result in a possible design of an implementation effort that combines the two divisions and improves the effectiveness and efficiency in the utilization of resources related to structures and grounds maintenance within the Municipality of Sharon.

Directions to the Town of Sharon can be obtained by calling the Department of Public Works at 781-784-1525 between the hours of 8:00 to 5:00 Monday through Friday.

Responses are due on **March 10<sup>th</sup>**, 2006 at 2:00 p.m. in the Chief Procurement Officer's Office, at Town Hall, 90 South Main Street, Sharon, MA 02067. The Contract will be awarded on **April 7<sup>th</sup>**, 2006. The Request for Proposals shall be available at the Department of Public Works office, 217 Rear South Main Street, Sharon, MA 02067 beginning **January 20<sup>th</sup>**, 2006 (Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding holidays). Non-price proposals will be opened on **March 10<sup>th</sup>**, 2006 in the Chief Procurement Officers Office. The opening of the responses is not public. All responses must be received in a sealed envelope properly marked prior to the deadline.

An interview may be conducted with any proposer who is deemed Highly Advantageous or Advantageous during the evaluation of the proposals. The Town reserves the right to reject any or all proposals when it deems it to be in the best interest of the Town.