

**CENTRAL PLYMOUTH COUNTY
WATER DISTRICT COMMISSION**

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**Central Plymouth County
Water District Commission**

**Request For Proposal
Silver Lake Water Quality Monitoring**

May 7, 2021

Responses Due:
Friday, June 4, 2021 at 10:00 AM
Late Responses Will Be Rejected

Hand Deliver Complete Responses To:
Plymouth County Commissioner's Administration Office
c/o Frank Basler, County Administrator
44 Obery Street
Plymouth, Massachusetts 02360

Request for Proposals: Silver Lake Water Quality Monitoring

Notice to Responders

Through this Request for Proposal (RFP), the Central Plymouth County Water District Commission (CPCWDC), the awarding authority, is seeking a qualified company ("Contractor") to provide specialized technical services to support CPCWDC's development and implementation of a water quality sampling and analysis plan for Silver Lake located in the towns of Halifax, Plympton, Pembroke and Kingston, MA.

At the April 27, 2021 meeting of the CPCWDC, the Commissioners voted unanimously to utilize the Request for Proposal process to properly vet qualitative criteria of the respondents, along with price, to provide higher qualitative scoring to consultants whose key project personnel have extensive experience in providing the specific services of the RFP to other organizations at a reasonable price.

Sealed proposal packages are due to Plymouth County Commissioner's Offices (44 Obery St., Plymouth) June 4, 2021 at 10 AM. Interviews of all Responders will take place Wednesday, June 9, 2021. The contract will be awarded no later than June 15th with immediate commence date of project no later than July 1, 2021.

The RFP is available by contacting Frank Basler at fbasler@PlymouthCountyMA.gov on or after May 7, 2021 at 10 AM. The RFP package will be emailed to candidates. Additionally, the package is available in person after 10 AM on May 7 at the Plymouth County Administration Offices, 44 Obery Street, Plymouth MA. The CPCWDC reserves the right to reject any and all proposals.

No Pre-Response Conference will be held. All questions must be submitted in writing via email to Frank Basler at fbasler@PlymouthCountyMA.gov. A deadline of Tuesday, May 25, 2021 at 5 PM is set for questions to be submitted. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Responders.

The CPCWDC reserves the right to award one (1) Contract, if at all, to the most qualified responsive and responsible Responder submitting the most advantageous proposal, taking into consideration the management consultant's experience, staff capacity, references, and plan for providing the services as well as the proposal's price.

The CPCWDC reserves the right to waive any informality in or to reject any, any part of, or all Responses in the best interest of the Commission. The wall clock in the Plymouth County Meeting Room will act as the official clock for this RFP.

1. Introduction and General Description

Through this procurement, Central Plymouth County Water District Commission (CPCWDC or Commission), the awarding authority, is seeking a qualified company ("Contractor") to assist CPCWDC by providing specialized technical services to support CPCWDC's development and implementation of a water quality sampling and analysis plan for Silver Lake located in the towns of Halifax, Plympton, Pembroke and Kingston, MA. It is anticipated that the data collected from the effort will help inform

community management decisions to address water quality and quantity issues in Silver Lake and connected water bodies.

More about the Commission may be found at <https://www.centralplymouthcountywater.org>.

The Contractor selected as a result of this solicitation will be required, among other tasks generally described in the Scope of Services, to:

- a) develop a written water quality sampling plan for Silver Lake,
- b) develop an EPA-approved quality assurance project plan (QAPP),
- c) develop and implement a plan to collect public input on the sampling plan,
- d) perform sampling,
- e) perform analysis of water quality data relative to appropriate targets and or standards; and
- f) produce a draft and final technical memorandum summarizing data and findings along with any recommendations for improving water quality.

Project Background

CPCWDC is working with surrounding communities to address regional water supply and water quality concerns while balancing the ecological stresses to surface waters. Formed in 1964 by legislative action in response to severe drought¹, CPCWDC Commissioners are appointed by an Advisory Board, which is composed of representatives from each of the eight communities in the District: Brockton, East Bridgewater, Halifax, Hanson, Kingston, Pembroke, Plympton, and Whitman.

The City of Brockton's public water supply (BWS) withdrawal from Silver Lake is part of a more than 120-year-old, complex water management operation that now diverts surface water across two sub-basin drainage divides into a third for treatment, then delivery and ultimate consumption. The system diverts water from headwaters portions of three sub-watersheds (North River, Taunton headwater and Jones River) resulting in the export of an average of 9 to 10 MGD (e.g., October through May). After water reaches users, it is consumed, collected in the sewer, treated and ultimately discharged into the Mainstem Taunton River. The City of Brockton relies on water sourced from Silver Lake, Monponsett Pond, and Furnace Pond for more than 90% of the finished water the City delivers to its roughly 110,000 customers.

Silver Lake and surrounding water bodies have been the subject of numerous studies and evaluations of the BWS system (e.g., diversion from Silver Lake, Monponsett Pond and Furnace Pond) that have been conducted by local, state, federal and private entities over the last two decades. Evidence has shown that the diversion by BWS alters the natural flow regime in the North River, Taunton River (headwater) and the Jones River sub watersheds. The BWS diversion results in an export of 150% of the naturally available water in the sub watershed system (Princeton Hydro 2013). According to the Princeton Hydro Report (2013) the diversion represents a transfer of more than 2.5 billion gallons from Monponsett and Furnace Ponds annually (approx. 90% of that from Monponsett Ponds).

¹ The Central Plymouth County Water District (CPCWD) was established by the Massachusetts Legislature in 1964 (Act 371) "establishing the Central Plymouth County Water District and authorizing the City of Brockton to extend its source of water supply." In addition to establishing the Central Plymouth County Water District, Act 371 authorized Brockton to divert water to Silver Lake from sources located in two different watersheds. Act 371 authorized flow from the Taunton River watershed by diversion of Monponsett Pond into Silver Lake and from the North River basin, by diversion of Furnace Pond into Silver Lake. The Act also required Brockton to construct a water treatment plant at Silver Lake with through-put treatment capacity of "not less than" 20 MGD.

These facts are compounded by water quality concerns in the surface waters associated with the three sub-watersheds. As shown in Table 1, all waterbodies assessed by MassDEP have been impaired for one or more causes that include impairments for elevated phosphorus, harmful algal blooms, transparency, low dissolved oxygen, nuisance aquatic plants, non-native plants, fish passage, and flow alterations (MassDEP 2001, 2019). The increased loading of phosphorus is attributed to runoff from surrounding land use and flow alterations caused by the BWS diversion. Waterbodies listed as impaired trigger the need to address the causes of impairments through the development of a Total Maximum Daily Load (TMDL) or other related planning activities.

While not the only source, the diversion of water from Monponsett Pond has been shown to increase the loading of phosphorus in Silver Lake (Princeton Hydro 2013). As a result, Silver Lake’s water quality is trending toward a state where the frequency and intensity of harmful algal blooms will likely increase with time.

Table 1. Summary of Waterbody Impairments in the 3 Sub watersheds where BWS Diversions Occur.

Water Body Name	Size (acre/mile)	Cause
Furnace Pond, Pembroke	103	Low Dissolved Oxygen
Silver Lake, Pembroke/Plympton,/Kingston	616	Flow Regime Modification
Stetson Pond, Pembroke	88.2	Harmful Algal Blooms, Low Dissolved Oxygen, Dissolved, Phosphorus (Total), Non- native Aquatic Plants
East Monponsett, Halifax	247	Chlorophyll-a, Harmful Algal Blooms, Mercury in Fish Tissue, Non-native Aquatic Plants
West Monponsett, Halifax	283	Chlorophyll-a, Harmful Algal Blooms, Phosphorus (Total), Transparency/ Clarity
White Oak Reservoir	13.2	Nutrient/Eutrophication Biological Indicators
Jones River, Kingston	4.0	Dewatering, Fish Passage Barrier, Algae, Aquatic Plants (Macrophytes), Low Dissolved Oxygen, Turbidity
Jones River, Kingston	0.9	Dewatering, Algae, Aquatic Plants (Macrophytes), Low Dissolved Oxygen, Turbidity
Eel River, Plymouth	1.1	Fish Passage Barrier, Non-native aquatic plants
Eel River, Plymouth	2.7	Fish Passage Barrier, Non-native aquatic plants

Silver Lake is a tributary (via an underground pipe, from East Monponsett) to a sub watershed that includes a complex of lakes (e.g., Monponsett Ponds (East and West), White Oak Reservoir and Stetson Pond). All waterbodies are considered to be Class A Public Water Supplies and Outstanding Resource Waters by MassDEP. The City of Brockton is authorized to use Silver Lake as it’s water supply and under certain conditions the City is permitted to divert water from East Monponsett Pond to Silver Lake. During times of diversion the natural flow direction between the ponds (from East Monponsett Pond to West Monponsett Pond) may be reversed (West Monponsett Pond to East Monponsett Pond).

Through the 1980s and 1990s BWS evaluated options to off-set their reliance on the Silver Lake supply system. Sources such as the Avon/Brockton Reservoir, Pine Brook, Taunton River and connecting to

Massachusetts Water Resources Authority (MWRA) were evaluated. BWS concluded that all options fell short due to concerns that included safe yield, environmental and cost considerations.

Beginning in the early 1990s, focus began to shift, and a desalination plant was permitted and constructed that offered a viable alternative water source for Brockton. The Aquaria plant was designed and built with capacity to finish (i.e., treat to potable use standards) 5.5 MGD at optimal operating conditions. The Aquaria plant became active in 2008 and had capacity to supply approximately 3 MGD of treated water to BWS, yet BWS made a decision to purchase only enough water from Aquaria (~0.3 MGD) to ensure that emergency supplies are ready if needed. BWS decisions were largely based on cost.

Growing concerns over degraded water quality and habitat impairment prompted MassDEP to issue a second ACO to the City of Brockton in 2017². The second ACO requires that the City of Brockton 1) take action to reduce the likelihood of water going from the West to East Monponsett Pond during diversion by altering their diversion transfer rate (MassDEP 2017), 2) beginning June 1, 2017 maintain a minimum flow of 900,000 gallons/day leaving West Monponsett Pond during diversion periods, and 3) create a Resource Management Plan that will include recommended metrics and procedures for Silver Lake Diversions and Stump Brook Dam operations intended to improve Monponsett Pond's water quality and ecosystem while maintaining Brockton's drinking water supply system reliability.

Lastly, the Final Draft Monponsett Ponds, Total Maximum Daily Loads (TMDLs) for Total Phosphorus Report was made available for public comment by MassDEP in March 2021 (comment period closed on March 12, 2021). This TMDL project was initiated many years ago to address ongoing water quality issues with recreation and public water supply uses. While many of the interventions required by the TMDL either have been, or are being, implemented, there is still a significant effort required to restore the ponds. Restoring the water quality requires a coordinated effort to reduce septic, agricultural loads, implement stormwater Best Management Practices (BMPs), manage lawn fertilizer, and control the releases from legacy sediment accumulation in the Monponsett Ponds. The report identifies major sources of phosphorus as sediment recycling, stormwater runoff (urban and non-urban land use), septic systems, and cranberry operations. Diversions from Silver Lake were found to contribute to the excursions of water quality standards. The Final Draft TMDL requires 50-70% reduction in total phosphorus loading from developed land uses and stormwater sources that will be implemented through the Municipal Separate Storm Sewer System (MS4) permits held by communities within the contributing watersheds.

MassDEP's TMDL report highlights concerns that the potentially toxic cyanobacterial blooms and excess nutrients in West and East Monponsett Ponds will flow into Silver Lake and the altered hydrology may impact both West and East Monponsett Ponds as well as their downstream outlet, Stump Brook, which suffers from low flows (Princeton Hydro 2013; Horsley Witten 2015). In addition, the use of Silver Lake as a PWS results in only brief outflows to the Jones River (Princeton Hydro 2013). The hydraulic diversions result in less Silver Lake water to be discharged to the headwaters of the Jones River, which itself is listed as impaired on the 303d list due to low flows. The diversion of water from East Monponsett Pond affects the hydrology of both West and East Monponsett Ponds and increases the risk of introducing cyanobacteria, some species of which are known to be toxic, to the public water supply source, Silver Lake.

² MassDEP issued the first Administrative Consent Order (ACO) to the City of Brockton in 1995. The ACO required the City to develop a Comprehensive Water Management Plan and a strategy to reduce environmental impacts.

Lake restoration activities are complex, expansive and ongoing. In addition, management interventions can take years to implement and even more time to realize the effects on surface water quality. As a result, in the Final Draft Monponsett Pond TMDL MassDEP identified the need for follow-up monitoring.

Through this procurement CPCWDC is seeking to select a contractor to develop and implement a sampling plan for Silver Lake. The overarching goal of water quality data collection will be to help inform community management decisions to address water quality and quantity issues in Silver Lake and connected water bodies. More specifically, to develop a baseline understanding of current water quality and continue to develop solutions-oriented relationships with BWS and the public. The following section describes the scope of services sought through this procurement.

2. Scope of Services

Through this RFP, CPCWDC is seeking to procure contractor services to perform the following services. In the RFP Response, Responders should specify their qualifications and experience with respect to the scope of services described below. With respect to all services required through this solicitation, Responders must also submit pricing as specified below in this section. ***The pricing sheet should be placed in a second sealed envelope within the Proposal Submission. The pricing envelope will be opened AFTER the qualifications and experience information is analyzed.***

Task 1. Administration and Reporting - The Contractor will maintain communication with the CPCWDC point of contact via telephone, email, web conference, and in-person meetings as appropriate to ensure efficient progress. At the outset of the project, the CPCWDC point of contact and the Contractor will hold a kick-off meeting to refine the timeline for each project task and deliverable. All written documents will be initially submitted to CPCWDC point of contact in draft form for review and comment prior to finalizing each document. It is expected that CPCWDC's review of any deliverable may take up to one month; and, therefore, the Contractor must account for CPCWDC's review time when establishing the project schedule. To the extent applicable, the Contractor is responsible for responding to one set of CPCWDC comments on each deliverable to the satisfaction of the Commission prior to finalizing the deliverable. The selected contractor will be asked to provide project updates during regularly scheduled CPCWDC monthly meetings.

Task 1. items include the following:

- Project Kick-off: A kick-off meeting between CPCWDC and the Contractor must be held within a month of contract award and at least 2 weeks prior to the next scheduled CPCWDC meeting. The purpose of the kick-off is to transfer project information and lay out the schedule, deliverables, and timeline.
- At the kickoff meeting, the Contractor will establish the schedule/frequency of communications regarding the project, particularly with respect to any impacts to the project schedule and deliverables.
- Upon request by CPCWDC, the Contractor will be responsible for providing monthly progress reports to the Commission during scheduled meetings, including percent completion for tasks, budgets, draft and/or final deliverables.
- The Contractor will invoice the CPCWDC no more frequently than monthly according to the project cost breakdown as outlined in their proposal and specified in the contract budget.

TASK 1 Deliverables:

- Schedule CPCWDC/Contractor kick-off meeting as soon as possible after project award.
- Within 2 weeks after the kick-off meeting, provide CPCWDC with an acceptable detailed project plan and schedule of deliverables, including costs for each deliverable.
- Attendance and verbal status reports at regularly scheduled CPCWDC monthly meetings, upon request.
- All administrative duties outlined are anticipated to be ongoing throughout the project duration.

Task 2. Development of Sampling and Analysis Plan (SAP) and Associated Quality Control Documents –

The Contractor will develop a sampling and analysis plan for Silver Lake. The objective of the monitoring plan will be to establish the water quality condition of Silver Lake and identify any water quality threats to the integrity of the PWS. The water quality condition is influenced by the diversions that occur between October and May. Thus, it is anticipated that year-round monitoring will be needed to gain an understanding of water quality throughout the seasons. Consideration should be given to monitoring the condition of East and West Monponsett Ponds and Furnace Pond, especially during periods when BWS diversions are occurring.

This task will include the review of background information, consultation with stakeholders and the public as agreed with CPCWDC, development of a written sampling and analysis plan, development of a written quality assurance quality control plan (QAPP), establishment of water quality targets, and a cost estimate for implementing the monitoring plan. This task must be linked to the public process outlined in Task 3.

Contractor and CPCWDC agree that CPCWDC holds ownership of and unrestricted access to and use of all data and deliverables developed for this project. The Contractor will assure that all water quality data is analyzed by a certified lab and that data is reviewed and managed in accordance with the procedures in the written QAPP plan.

Task 2 items include the following:

- a. Review existing data sources and relevant guidance.
- b. Sampling Analysis Plan Development:
 - Monitoring and assessment goals and objectives
 - Staff roles and responsibilities
 - Data quality objectives
 - Sampling and Analysis Plan (sampling sites, monitoring station types, sampling depths, sampling frequency, locations (latitude and longitude), parameters for analysis, sample type, duration, frequency). Contractor should consider tributaries to the Lake and outlet sampling.
 - Plan to acquire sampling access permissions from surrounding property owners and BWS.
 - Core and supplemental water quality indicators (including but not limited to dissolved oxygen, transparency, temperature, pH, total-nitrogen, total phosphorus, bacteria, and chlorophyll a, and potential cyano toxin in the event of bloom).
 - Summary of water quality targets
 - Detailed cost estimate to implement the plan
- c. Quality assurance and quality control plan
- d. Identify contact lab support

- e. Data review, approval, and management
- f. Data analysis and assessment methods for evaluating continuous dissolved oxygen data against water quality criteria and other water quality indicators
- g. Technical Memorandum Reporting

TASK 2 Deliverables (completed within 6 – 10 weeks of contract award):

- A written SAP for Silver Lake
- A written Draft QAPP including SOPs, data management and data review for submittal to DEP
- A detailed cost estimate for implementation of the sampling and analysis plan

Task 3. Public Input – The Contractor must assist CPCWDC in activities that will be designed to engage the public in the development of the SAP. The primary goal will be to inform the District of the project and solicit written comments on the SAP from the District and their representatives as well as watershed associations, MassDEP and DPH, all as agreed in advance with the Commission. This task should be linked and coordinated at appropriate milestones described in Task 2.

Task 3 Items must include the following:

Develop and implement a public input plan for the project with the following components:

- The Contractor will make the draft SAP available for public written comment and for public verbal comment at a Commission meeting.
- Development of a professionally designed informational leaflet about the project that is intended for a general public audience. The leaflet should generally describe the background, issues and concerns, the purpose of the water quality monitoring project and timelines. The leaflet should be made available in electronic format (art files and print files) to the Commission to print and distribute throughout the duration of the project.
- The Contractor will hold a public listening session during a Commission meeting at which sampling results will be presented and discussed at the end of each sampling year, and comments compiled for evaluation by the Commission.
- At the end of the project, the Contractor will produce a short, professionally designed project summary of findings (leaflet) intended for sharing with the general public. (Art and print files should be made available to the Commission.)
- The Contractor will work with the Commission to plan for and facilitate public meetings, when needed, including developing presentation material, handouts and the leaflets described above.
- The Contractor will also work with CPCWDC to generate a summary of decisions and action items following each of the meetings.

Task 3 Deliverables:

- Prepare a public input plan that includes a summary of tasks, meeting dates, timeline of activities with and linkages to milestones in Task 2.
- Implement the public outreach plan by publicizing meetings, developing agendas, meeting presentations, meeting facilitation, preparation of meeting notes and takeaways, and related communications.
- Prepare draft project launch informational leaflet.
- Prepare draft and final informational leaflet.
- Prepare and distribute a written summary of meeting minutes and outcomes CPCWDC within one week of the meeting.

Task 4. Implementation of Sampling Plan – At the Commission’s request the contractor will implement the sampling plan in accordance with the SAP and QAPP.

Task 4 Deliverables:

- Implement Quality Assurance Project Plans (“QAPPs”) and/or Sampling and Analysis Plans (“SAPs”) to perform physicochemical and/or biological sampling and data collection, in support of monitoring objectives.
- Perform field sampling in accordance with plans and Standard Operating Procedures (“SOPs”) as appropriate.
- Ensure all samples are analyzed by certified lab in accordance with QAPP.
- Manage data and review all data to ensure that appropriate QA requirements were met.
- A technical memorandum (in draft and final form) summarizing the data gathering process and data analysis performed by the Contractor along with any findings.
- All data/information gathered by the Contractor for Task 2 (including all information summarized in writing in the two bullets directly above) must be made available and distributed to CPCWDC in an acceptable file sharing electronic format.

Note to bidders: notwithstanding the potential for optional renewal periods for this contract, all bidders must submit RFP responses that include a project plan/schedule for completion of all project deliverables within the task timelines set forth above.

Timeline and Budget for the Project

The schedule for completion of this project is June 30, 2022 with an option to extend for an additional year. The detailed water quality monitoring sampling and analysis plan and QAPP plan should be finalized within 10 weeks of the contract award. This proposal may be amended in the future to add additional tasks, add funding, and extend the project schedule.

The schedule for completion of this project is June 30, 2022 with an option to extend Task 1-4 an additional year.

3. Instructions for the RFP

One (1) sealed package with five (5) copies of the Response and one electronic copy of all materials (other than the costs list enclosed in the sealed envelope) on a standard USB memory stick shall be received by 10:00 A.M., local time, Friday, June 4, 2021, at this address: c/o Frank Basler, Plymouth County Commissioner’s Administration Offices, 44 Obery Street, Plymouth MA 02360. The package should also include one sealed envelope marked “Project Costs” with the financial estimates for the scope of services as detailed later.

Each Responder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. No late Responses shall be accepted. No faxed Responses shall be accepted. Conditional Responses will not be accepted.

Each Response shall be submitted in accordance with the Response Submission Requirements in order to be considered for award. Any Response submitted shall be binding for forty-five (45) days subsequent

to the time of the opening of Responses on Friday, June 4, 2021 (Saturdays, Sundays; and legal Holidays excluded).

The CPCWDC will not reimburse Responders for any costs incurred in preparing Responses in response to this RFP.

Submission of a Response shall be conclusive evidence that the Responder has examined this RFP and is familiar with all the conditions of the Contract. Upon finding any omissions or discrepancy in this RFP, the Responder shall notify Frank Basler immediately so that any necessary addenda may be issued. Failure of a Responder to investigate completely the RFP and/or to be thoroughly familiar with this RFP shall in no way relieve any such Responder from any obligation with respect to the Response. By submission of a Response, the Responder agrees that if its Response is accepted, then it shall enter into a Contract with the CPCWDC that is substantially in the form of Contract and Addendum attached to this RFP. By submission of a response, the Responder further indicates acceptance of all terms of this RFP.

Changes, modifications or withdrawal of Responses shall be submitted in writing to the CPCWDC prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "Correction, Modification or Withdrawal of Sealed Response to Request for Proposal for Silver Lake Water Quality Monitoring". No corrections, modifications, or withdrawal of Responses shall be permitted after Responses have been opened.

After the Responses have been opened, no Responder may then withdraw its Response prior to the execution of the Contract by both parties unless an award is not made within forty-five (45) days from the date of opening of the sealed Responses; (Saturdays, Sundays; and legal Holidays excluded). All Responses shall be properly signed. Unless a different period is prescribed by law, the Contract will be awarded within forty-five (45) days of the opening of Responses as described above.

Ownership of Documents: All proposals, materials, drawings, plans, etc. shall become the property of the CPCWDC and may be disposed of without notification and shall be considered public information at the appropriate timing. All responses and information submitted in response to this RFP are subject to the Massachusetts Public Records Law, M.G.L. Ch. 66 §10 and Ch. 4 §7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.

4. Bidder Qualifications

Bidders must provide a narrative summarizing its experience in monitoring surface water quality and engaging stakeholders and the public. Bidders must have previous experience and familiarity with standardized procedures, QA/QC issues and data management.

In addition, the statement of qualifications must address the following key areas:

- A. previous experience with water quality monitoring projects
- B. demonstrated adherence to use of standardized procedures and quality control and quality assurance in all aspects of monitoring
- C. previous experience with provision of data (e.g., electronic data deliverables, or EDDs) in a timely and complete manner

Company experience

Each firm shall provide a brief description of the company's years of experience conducting any work for which they are bidding in response to this RFP.

The RFP Response shall provide in the Statement of Qualifications the following items:

- A. Provide resumes for the Bidder's Key Employees including any subcontractors who will have primary responsibility for project tasks, and identify their educational qualifications, work history, and current job description(s);
- B. Provide five (5) references who may be contacted by CPCWDC to discuss the Bidder's qualifications, including (if applicable) their subcontractor(s)'s qualifications, work experience, and ability to perform the services;
- C. A narrative statement describing the Bidder's qualifications and any prior and/or current work experience pertinent to performing any of the services described in the RFP, including a description of any similar projects performed by the Bidder and any other information relevant to their ability to successfully perform the services under the contract;
- D. A Company Profile or Organizational Chart; and
- E. A list of any proposed subcontractors and the specific task(s) to be performed by the subcontractor(s)
- F. A conflict check listing previous and current contracts with municipalities within the District, nonprofit agencies with relevant activity and interests in the District, and any other potential conflicts for the CPCWDC to evaluate. The Bidder should provide a statement that they will execute the contract for its duration without undue influence from other parties.

Upon contract award CPCWDC reserves the right to review and approve of resumes of assigned project staff and subcontractors.

5. Schedule

The following is a tentative schedule of the selection process, subject to change at the CPCWDC's discretion.

Friday, 5/7/21 – RFP posted and available to public as advertised in Central Register, COMMBUYS, and Old Colony Memorial newspaper

Tuesday, 5/25/21 – final date for written questions about the RFP from Responders

Friday, 6/4/21 – Responses due from Responders at 10:00 AM

Wednesday 6/9/21 – date for the interview meeting for Responders: meetings may be scheduled in the afternoon or evening and will be approximately 15 minutes each

No later than 6/15/21 – award to successful Responder

No later than 7/1/21 – beginning of project

6. Miscellaneous

Data Ownership

CPCWDC's Ownership of, and Unrestricted Access to and Use of Data and Deliverables: Contractor and CPCWDC agree that CPCWDC holds ownership of and unrestricted access to and use of all data and deliverables developed for projects under this MSA. Related documentation includes all finished or unfinished analyses, data files, test data, test results, field sheets, schedules and planning documents, training materials, forms, reports and similar documents, including modifications thereto.

NOTE TO BIDDERS: Reports and documents developed by the bidders under this contract must be produced in an accessible format and must be provided to the Commission in their original electronic form, free from any restriction on modification, reproduction, publication, or distribution.

Progress reporting and Billing

After contract award, and as part of the project or task-specific, scope of work the Contractor shall be required to provide progress reports and/or deliverables to the Commission as agreed upon by the parties to effectuate the project goals. These reports/deliverables shall be submitted verbally and/or via Email (MS Word or other suitable software) to the Commission point of contact.

7. Response Submission Requirements

Each Responder shall submit the following with its Response:

1. A fully executed Response Form (Appendix 1).
2. A fully executed Certificate of Non-Collusion. (Appendix 2)
3. A fully executed Certificate of Tax Compliance. (M.G.L. c. 62C, §49A) (Appendix 3)
4. A fully executed Conflict of Interest Certification. (M.G.L. c. 268A) (Appendix 4)
5. A fully executed Certificate of Corporate Responder, if applicable. (Appendix 5).
6. A fully executed Certificate of Compliance with M.G.L. c. 151B (Appendix 6)
7. A fully executed Certificate of Compliance with applicable EEO/AA/SDO provisions (Appendix 7)
8. A fully executed Certificate of Non-Debarment. (Appendix 8)
9. Complete answers to all questions, with necessary back up, posed in the Section 4 Bidder Qualifications
10. Sealed Envelope marked with "Project Costs" containing Bidders' proposed project costs, standard labor rate submissions for services, and anticipated project expenses. The pricing sheet should inform the CPCWDC about all costs associated with each step of the Scope and be intuitive to understand the projects total costs. As indicated above, the Commission reserves the right to request and negotiate all rates on a project-by-project basis after Contract Award
11. Descriptions of at least three (3) projects similar to this Project, completed within the last five (5) years, including a brief description of the location, costs and date services were provided, scope of Responder's services, and scope of project. Identify specifically which of the Key Personnel proposed in the Response worked on each of the three projects. Client contact names, emails, and telephone numbers shall be provided as references. Express permission to contact these previous clients by telephone, in person, or by written correspondence shall also be provided.
12. A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the contract can be met.

8. Comparative Evaluation Criteria

The CPCWDC will evaluate Responders (based on the written Responses, references, and the interview process) based upon the following criteria and weights:

1. 35% - Prior similar contract experience - The CPCWDC will evaluate the Responder's past experiences.
2. 15% - Past performance on public and private contracts.
3. 20% - Interview performance based upon overall presentation, communication skills, and ability to capture key points from RFP.

4. 20% - Qualifications of Responder and assigned personnel who will work with the CPCWDC under potential contract with the CPCWDC - The CPCWDC will evaluate the Responder's key personnel, examining the interrelationship between them in filling the key roles identified by the Responder. The CPCWDC will evaluate the time commitment, experience and references for these key personnel.
5. 10% - Ability to Complete the Project on Time - the CPCWDC will evaluate the Responder's ability to complete the Project on time and meeting expectations. The CPCWDC will evaluate whether the Responder has set timelines and work plans that demonstrate how the Project can be completed in the timeframe requested and that it has a successful track record (as supported by references) for completing similar projects both on time.

Evaluation of Responses

Each responsive and responsible Responder shall be evaluated on the following criteria. Ratings HA - Highly Advantageous, A - Advantageous, DA - Disadvantageous are delineated below. The criteria below will be used to evaluate proposals. Each criterion will be given a rating score to assist in the ranking process as following:

8-10 points	Highly Advantageous
5-7 points	Advantageous
1-4 points	Not Advantageous
0 points	Unacceptable

1. Prior Similar Contract experience

HA Responder has successfully completed within the past five (5) years three (3) or more services contracts that are similar in size and scope to this project. Three (3) contracts will earn eight (8) points, four (4) projects will earn nine (9) points, and five (5) or more projects will earn ten (10) points.

A Responder has successfully completed within the past five (5) years at least one (1), but less than three (3) services contracts that are similar in size and scope to the this project. Two (2) projects will earn seven (7) points and one (1) project will earn five (5) points.

NA Not Advantageous will not be assigned for this criterion

U Responder has not completed any OPM Services contracts within the past five (5) years that are similar in size and scope to the this project. Zero (0) projects will earn zero (0) points

2. Past Performance on Public and Private Contracts

HA Responder has not received a judgment against it by a court of competent jurisdiction regarding any public or private contract in the last five (5) years, and has positive comments by at least three (3) references for similar projects. Three (3) positive comments will earn eight (8) points, four (4) positive comments will earn nine (9) points, and five (5) or more positive comments will earn ten (10) points.

A Responder has not met the qualifications for highly advantageous, above, and has not received a judgment against it by a court of competent jurisdiction, regarding any public or private contract in the last three (3) years, and has no negative comments by a reference for a similar project. Two (2) positive comments will earn seven (7) points, one positive comment will earn six (6) points and zero (0) negative comments will earn five (5) points.

NA Responder has not met the qualifications for advantageous, above, and has not received a judgment against it by a court of competent jurisdiction, regarding any public or private contract in the last three (3) years, and has no more than one (1) negative comment by a reference for a similar project. One (1) negative comment will earn three (3) points.

U Responder has received a judgment against it by a court of competent jurisdiction regarding any public or private contracts in the last three (3) years, or has received more than one (1) negative comment by references for similar projects.

3. Interview Performance

HA Responder has provided an outstanding interview, clearly articulate, and clearly has sufficient resources to complete the project.

A Responder has not met the qualifications for highly advantageous, above but has interviewed positively, exhibited competency, and shared adequate resources to complete the project.

NA Responder's interview is not sufficient to demonstrate they can complete the project.

4. Qualifications of consultants and assigned personnel who will work with the CPCWDC under potential contract with the CPCWDC

HA Responder has identified adequate staffing and consultants to support the proposed work plan, has documented extensive experience with similar projects by all key staff, and has documented that most key staff (in-house and consultants) have worked together as a team on previous projects.

A Responder has not met the qualifications for highly advantageous, above, but has identified adequate staffing and consultants to support the proposed work plan, has documented experience with similar projects by all key staff, and has documented that some key staff (in-house and consultants) have worked together as a team on previous projects.

NA Responder has failed to provide information that indicates adequate staffing to support the proposed work plan, and/or has failed to document experience on similar projects by key staff, and/or key staff have not worked together as a team on previous projects.

5. Ability to Complete the Project on Time and Within Budget

HA Responder has submitted extremely detailed work plan and timelines and has provided three (3) references that confirm a successful track record for completing similar projects both on time and within budget.

A Responder has submitted suitable work plan and timelines and has provided three (3), references that confirm a successful track record for completing a similar project both on time and within budget.

NA Responder has not submitted suitable work plan and timelines and/or has not provided three (3) references that confirm a successful track record for completing a similar project both on time and within budget.

9. Selection Process and Award

The CPCWDC will create a Review Committee to complete the RFP ranking analysis. Once it has been determined whether responses are responsive and responsible, the Review Committee will rank all responses that meet the minimum requirements and will record the ranking on a scoring sheet. All Responders will be given a fifteen-minute interview, in person or via ZOOM (TBD), to present their submission. The interview process is one of the graded Evaluation Criteria.

The District reserves the right to award one (1) Contract, if at all, to the most qualified responsive and responsible Responder who complies with the Response Submission Requirements and delivers the most advantageous proposal, taking into consideration the Evaluation Criteria as well as the Proposal cost. The Contract will be awarded, if at all, on a negotiated basis, subject to all procedures outlined in the RFQ and all applicable regulations and guidelines.

Nothing in this RFQ will compel the CPCWDC to award a Contract. The CPCWDC may cancel this RFQ, may waive, to the extent allowed by law, any informalities, and may reject any and all Responses, if the CPCWDC, in its sole discretion, determines said action to be in the best interest of the CPCWDC. The

District may reject as non-responsive any Response that fails to satisfy any of the Response Submission Requirements.

The Successful Responder shall, within ten (10) days after presentation thereof by the CPCWDC, execute a Contract in accordance with the terms of this RFP, in the form of the attached Contract (Appendix 9).

The Successful Responder who enters into a Contract with the CPCWDC shall be responsible for obtaining, at its own expense, all appropriate federal, state, and local permits, licenses and approvals. Contract award, if any, is subject to the availability of funds. Award of Contract under this solicitation shall be made no more than thirty (30) days of completion of the interviewing process. No person or firm debarred under any provision of federal, state, or local law shall be included as a finalist. The selection of the Successful Responder shall be made without regard to race, sex, age, religion, political affiliation or national origin.

10. Insurance and Indemnification

The Successful Responder shall provide certification of insurance coverage and shall be required to indemnify and hold the District harmless according to the indemnification responsibilities noted the Contract and the Addendum thereto.

The Successful Responder shall keep in force throughout the term of the Contract and any extension or renewal thereof the amount of insurance described in the Contract which is a part of this RFP and is incorporated herein by reference. Without limitation of other requirements of this RFP, no Contract shall be entered into by the parties unless the Successful Responder complies with all applicable insurance requirements, including, without limitation, the requirement to submit endorsements or riders which include the required language mandating that the CPCWDC shall be named as an additional insured on the required policies.

The Successful Responder shall assume the indemnification responsibilities described in the Contract which is a part of this RFP and is incorporated herein by reference.

11. Appendices

1. Response Form
2. Certificate of Non-Collusion
3. Certificate of Tax Compliance (M.G.L. c. 62C, §49A)
4. Conflict of Interest Certification (M.G.L. c. 268A)
5. Certificate of Corporate Responder
6. Certificate of Compliance with M.G.L. c.151B
7. Certificate of Compliance with applicable EEO/AA/SDO provisions
8. Certificate of Non-Debarment
9. Standard Form Contract
10. Resources

Appendix 1 CPCWDC Response Form

The undersigned hereby submits a sealed Response for the provision of Water Quality Monitoring related to Silver Lake as detailed in the RFP.

Printed Name of Responder: _____

Address: _____

The Responder hereby pledges to deliver the complete scope of goods required. Responder certifies as follows:

1. Responder is an established business with a minimum of five (5) years of experience in providing services related to projects in the Commonwealth of Massachusetts.
2. Responder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract.
3. Responder holds all applicable documentation and Insurance in accordance with this RFP. (Responder shall attach to the Response Form copies of all relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Responder, if chosen as the Successful Responder, shall submit to the District an endorsement or a rider in compliance with the Contract.)
4. Responder has not defaulted on any Contract within the last five (5) years.
5. Responder maintains a permanent place of business. (Responder shall attach to the Response Form the address of its place of business).
6. Responder has adequate personnel and equipment, if any, to perform the work expeditiously. (Responder shall attach to the Response form a statement of experience of its personnel and the proposed staffing plan it shall offer in reference to the work for which qualifications are sought. Responder shall attach to the Response Form a description of its equipment, if any, and shall explain how such equipment satisfies the requirements stated herein.)
7. Responder has suitable financial status to meet obligations incidental to the RFP.
8. Responder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Responder shall attach to the Response Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
9. Responder has not failed to perform satisfactorily on Contracts of a similar nature.

The undersigned agrees that all specifications and Contract documents are hereto made part of any Contract executed with the District and are binding on the Successful Responder.

Authorized Signature: _____

Printed Name: _____

Printed Title: _____

Central Plymouth County Water District Commission

Date: _____

If a Corporation, Full Legal Name: _____

Officers of Corporation and Addresses

State of Incorporation: _____

Principal Place of Business: _____

Telephone Number: _____

Qualified in Massachusetts Yes No
Principal Place of Business in Massachusetts: _____

Years at the Location: _____

Telephone Number: _____

Appendix 2 Certificate of Non-Collusion

The undersigned certifies, under penalties of perjury, that this Response 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.

Name of Responder: _____

Address of Responder: _____

Telephone Number: _____

By: _____
(Signature)

Printed Name: _____

Printed Title: _____

Date: _____

Appendix 3 Certificate of Tax Compliance

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Responder named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Name of Responder: _____

Address of Responder: _____

Telephone Number: _____

By: _____
(Signature)

Printed Name: _____

Printed Title: _____

Date: _____

Appendix 4 Conflict of Interest Certification

The Responder hereby certifies that:

1. The Responder has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this Request for Qualifications.
2. No consultant to, or subcontractor for, the Responder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Responder, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Responder.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Responder has been retained or hired to solicit for or in any way assist the Responder in obtaining the Contract (pursuant to this Request for Qualifications) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Responder.
4. The Responder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Responder with respect to the services described in the Request for Qualifications.
5. The Responder understands that the Responder, its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Responder: _____

Address of Responder: _____

Telephone Number: _____

By: _____
(Signature)

Printed Name: _____

Printed Title: _____

Date: _____

Appendix 5 Certificate of Corporate Responder

I, _____, certify that I am the Clerk of the Corporation named as Responder in the attached Response Form; that _____, who signed said Response on behalf of the Responder was then _____ of said Corporation and was duly authorized to sign said Response Form; and that I know his/her signature thereto is genuine. (Use raised Corporate Seal to certify)

Name of Responder: _____

Address of Responder: _____

Telephone Number: _____

By: _____
(Signature)

Printed Name: _____

Printed Title: _____

Date: _____

This Certificate shall be completed where Responder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Responder on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

Appendix 6 Certificate of Compliance with M.G.L c. 151B

The Responder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

Name of Responder: _____

Address of Responder: _____

Telephone Number: _____

By: _____
(Signature)

Printed Name: _____

Printed Title: _____

Date: _____

Appendix 7 Certificate of Compliance with Applicable EEO/AA/SDO PROVISIONS

The Responder hereby certifies that it shall comply with all applicable minority workforce percentage ratio and specific affirmative action steps contained in any EEO/AA/SDO provisions of this Contract, including, without limitation any imposed by the Massachusetts Supplier Diversity Office (SDO).

Name of Responder: _____

Address of Responder: _____

Telephone Number: _____

By: _____
(Signature)

Printed Name: _____

Printed Title: _____

Date: _____

Appendix 8 Certificate of Non-Debarment

The Responder hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Responder shall inform the Onset Fire District within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Responder: _____

Address of Responder: _____

Telephone Number: _____

By: _____
(Signature)

Printed Name: _____

Printed Title: _____

Date: _____

Appendix 9 Standard Form Contract

CONTRACT FOR SILVER LAKE WATER QUALITY MONITORING

Agreement made as of the day of XX, 2021 by and between the Central Plymouth County Water District Commission (CPCWDC), acting through and by its CPCWDC Commissioners, c/o Plymouth County Commissioners of 44 Obery Street, Plymouth, Massachusetts (hereinafter the "CPCWDC") and XX, of XX, Massachusetts XXXXX (hereinafter the "CONTRACTOR").

WHEREAS, XX"; and

WHEREAS, CPCWDC published an Request for Proposal for consulting service for Silver Lake Water Quality Monitoring; and

WHEREAS, CONTRACTOR submitted a proposal responsive to said CPCWDC Request for Proposal, which bid is acceptable to CPCWDC;

NOW, THEREFORE, CPCWDC and CONTRACTOR hereby agree that the following terms and conditions shall govern the contract for Silver Lake Water Quality Monitoring;

1. **PURPOSE:** The purpose of this Contract is to govern the completion of the Silver Lake Water Quality Monitoring specifications by CONTRACTOR.

2. **PARTIES:** The parties to this Contract are The CPCWDC, a body politic of the Commonwealth of Massachusetts and XX, a Massachusetts Corporation.

3. **DEFINITIONS:**
 - 3.1 **CONTRACT DOCUMENTS:** All documents relative to the contract, including the Request for Proposal, dated May 7, 2021 consisting of XX pages; the bid proposal by CONTRACTOR dated XX consisting of X pages, each of these documents being attached hereto as Attachment A shall be deemed to be the Contract. The contract documents are complementary, and what is called for by anyone shall be binding as if called for by all. The intention of the documents is to include all labor and materials, equipment, and transportation necessary for the proper performance of the contract.

 - 3.2 **THE CONTRACTOR:** The "other party" to any contract with the CPCWDC, meaning XX This term shall (as the sense and particular contract so require) include vendor, contractor, engineer, or other label used to identify the other party in the particular contract. Use of the term "CONTRACTOR" shall be understood to refer to any other label so used.

 - 3.3 **DATE OF SUBS TANTIAL PERFORMANCE:** The date when the work is sufficiently complete, the services are performed or the goods delivered, in accordance with Contract Documents, as modified by amendments and change orders.

 - 3.4 **GOODS:** Goods, supplies or materials.

3.5 SUBCONTRACTOR: Those having a direct contract with the CONTRACTOR.

The terms includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.

3.6. WORK: The services or materials contracted for, or both.

4. PROJECT SUPERVISION: XX, shall be the project manager for the CONTRACTOR and the County Administrator or his designee shall be the project manager for the CPCWDC. Either party may rely on the representations, approvals and other actions of the project manager of the other party. Either party may designate a new project manager by written notification to the other party.

5. KEY PERSONNEL: The CONTRACTOR shall forthwith furnish to the CPCWDC a list of key individuals who will be assigned on this Contract and identify the task they will perform. Key assigned personnel cannot be changed without written approval of the CPCWDC, which approval shall not be unreasonably withheld.

6. SERVICES: The services to be provided are set forth in detail in the Contract Documents as that term is defined herein and included herewith as Attachment A, which shall be deemed to be incorporated herein by reference.

7. PRICING, TERMS AND TIME FOR PERFORMANCE: CPCWDC shall pay CONTRACTOR \$XX as provided for in the CONTRACT DOCUMENTS. CONTRACTOR'S activities hereunder shall be governed by said CONTRACT DOCUMENTS and no modification or variation shall be authorized unless the same is made pursuant to an amendment signed by the parties.

8. CONTRACTOR'S BREACH AND COUNTY REMEDIES: Failure of the CONTRACTOR to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract and the CPCWDC shall have all the rights and remedies provided in the Contract documents; the right to cancel, terminate, or suspend the Contract in whole or in part; the right to maintain any and all actions at law or equity or the other proceeding with respect to a breach of the Contract including damages and specific performance and the right to select among the remedies available to it by all of the above. In the event of a claimed default Contractor will have fourteen (14) days to cure upon written notice from the CPCWDC. In the event of claimed default based on safety violations Contractor must immediately take reasonable steps to cure.

9. STATUTORY COMPLA NCE:

9.1. This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations. Wherever any provision of the Contract or Contract

Documents conflicts with any provision or requirement of federal, state or local law or regulation, the provisions of law and regulations shall control. Where applicable to the Contract, the provisions of Massachusetts General Laws are incorporated by reference into the Contract.

9.2. Where applicable law mandates the inclusion of any term and provision into this contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract is inconsistent with any law or regulation limiting the power of liability of the CPCWDC, such law or regulation shall control.

9.3. The CONTRACTOR shall give all notices and comply with all laws and regulations bearing on the performance of the Contract. If the CONTRACTOR performs the Contract in violation of any applicable law or regulation, The CONTRACTOR shall bear all costs arising therefrom.

9.4. The CONTRACTOR shall keep itself fully informed of all existing and future state and national laws and municipal bylaws and regulations, and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, or the materials used in the work or in any way affecting the conduct of the work. If any discrepancy or inconsistency is discovered in the drawings, specification or Contract for this work in violation of any such law, bylaw, regulation order or decree, the CONTRACTOR shall forthwith report the same in writing to the County. The CONTRACTOR shall, at all times, observe and comply with and shall cause all its agents, employees and Subcontractors to observe and comply with all existing and future laws, bylaws, regulations, orders and decrees; and shall protect and indemnify the CPCWDC and its duly appointed agents against any claim or liability arising from or based on any violations whether by him or its agents, employees or subcontractors of any such law, bylaw, regulation or decree.

10. CONFLICT OF INTEREST: Both the CPCWDC and the CONTRACTOR stipulate to the applicability of the State Conflict of Interest Law, M.G.I. ch. 268A and M.G.L. ch. 62C. Sec. 49A (Requirement of Tax Compliance by all Contractors Providing Goods and Services, or Real Estate Space to the Commonwealth or Subdivision).

11. DISCRIMINATION: The CONTRACTOR will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to MGI. Ch. 151B (Law Against Discrimination), any executive orders, rules, regulations and requirements of the Commonwealth of Massachusetts as they may from time to time be amended and the County's MIIIE/WBE Plan, if any.

12. SUBCONTRACTING: There shall be no subcontracting permitted without the express written consent of the CPCWDC, which consent shall not be unreasonably withheld.

13. ASSIGNMENT: Neither party shall assign the rights or responsibilities under this Contract without the express written consent of the other party.

14. BINDING ON SUCCESSORS: This Contract shall be binding upon the CONTRACTOR, its assigns, transferees, and/or successors in interests (and where not corporate,

the heirs and estates of the CONTRACTOR).

15. CORPORATION CONTRACTOR: If the CONTRACTOR is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the CONTRACTOR. This Contract shall not be enforceable against the County unless and until the CONTRACTOR complies with this Section. The CONTRACTOR if a foreign corporation, shall comply with the provisions of the MGI, Ch. 181, Sec. 3 & 5, and any Acts and Amendments thereof, and in addition thereto, relating to the appointment of the Commissioner of Corporation as its attorney, shall file with the Commissioner of Corporation as Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said CONTRACTOR shall comply with all the laws of the Commonwealth.

16. NOTICES: Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name of or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified ore registered mailing properly addressed. Notice to the CONTRACTOR shall be deemed sufficient if sent to the address set forth in the Contract and to the County by being sent to the CPCWDC c/o of the Plymouth County Commissioners, 44 Obery St., Plymouth, MA 02360.

17. LIABILITY OF PUBLIC OFFICIALS: To the full extent permitted by law, no official, employee, agent or representative of the CPCWDC shall be individually or personally liable for any obligation of the CPCWDC under this Contract.

18. INDEMNIFICATION / INSURANCE: The CONTRACTOR and any subcontractors shall maintain in force throughout the term of the Contract, Workers' Compensation Insurance and general liability insurance in the amount of \$1,000,000 / \$2,000,000 aggregate, including non-owned auto coverage for the entities involved and their employees, and agents. Proof of such coverage must be submitted prior to Notice to Proceed. The CONTRACTOR hereby indemnifies and agrees to hold harmless the County against any liability including al claims for bodily injury or property damage that may arise out of the CONTRACTOR's performance of its obligations under this Contract. The CONTRACTOR hereby releases the CPCWDC from any claim for liability by itself or a subcontractor, officer, agent or employee.

19. CONSTRUCTION: This Contract shall be reasonably construed under the laws of the Commonwealth of Massachusetts to give its purpose. Words shall be given their common ordinary meanings unless the context clearly otherwise requires.

20. COMPLETE CONTRACT/AMENDMENTS: This Contract together with Attachment A constitutes the complete Contract between the parties. It may be amended only in writing executed by both parties. This Contract may be executed in multiple counterparts, each

of which shall be considered an original. When executed, this Contract shall be binding upon all parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Contract separately, on the dates indicated by their respective signatures.

Central Plymouth County Water District

XX
Date:

XX
Date:

XX
Date:

And for the Contractor

XX
by:

XX
Date:

Appendix A: Request for Proposal and Accepted Response of Proposer

Appendix 10 - Resources

Coler & Colantonio, Silver Lake Stewardship Project Bathymetric Mapping of Silver Lake And Forge Pond, March 2003.

ESS Group, Silver Lake Water Quality Assessment A Silver Lake Community Awareness Project Kingston, Massachusetts, Project No. J085-000, February 25, 2004.

Hanson Murphy And Associates, Subject: Silver Lake Water Supply System Overview Report, January 2006.

Horsley Witten Group, Assessment of Tri-Basin Area Water Management Alternatives And Simulated Impacts to Silver Lake and The Jones River, Southeastern Massachusetts
June 30, 2016.

Hurley, S., Fisheries Sampling Report- Preliminary Data Summary Silver Lake- Kingston, Pembroke, Plympton, Southeast District Fisheries Manager Massachusetts Division Of Fisheries And Wildlife, January 15, 2014.

IEC Inc., Economic Evaluation Of The Costs And Benefits of The Forge Pond Dam Fish Passage Improvement Alternatives, October 11, 2013.

MassDEP (2019) Final 2016 Integrated List of Waters, MassDEP, Division of Watershed Management 2019.

MassDEP (2021), Draft Final West and East Monponsett Pond System Total Maximum Daily Loads for Total Phosphorus (CN 446.1), MassDEP 2021.

MassDEP (2019), Final 2016 Integrated List of Waters, MassDEP 2019.

MassDEP (2001) South Shore Coastal Watersheds 2001 Water Quality Assessment Report, MassDEP, Division of Watershed Management, Report 94-AC-2, CN 93.0.

MassDEP (2001) Taunton Coastal Watersheds 2001 Water Quality Assessment Report, MassDEP, Division of Watershed Management, Report 62-AC-1, CN 94.0.

Massachusetts Division of Marine Fisheries (MassDMF) (2013) River Herring Spawning and Nursery Habitat Assessment Silver Lake 2008-2009, Technical Report TR-54, MassDMF, August 2013.

Masterson, J.P., Carlson, C.S., and Walter, D.A., 2009, Hydrogeology and simulation of groundwater flow in the Plymouth-Carver-Kingston-Duxbury aquifer system, Southeastern Massachusetts: U.S. Geological Survey Scientific Investigations Report 2009-5063, 110 p.

Masterson, J. P., Walter, D. A. 2009. Hydrogeology and Groundwater Resources of the Coastal Aquifers of Southeastern Massachusetts. Reston, VA: U.S. Geological Survey.

Princeton Hydro (2013) Sustainable Water Management Initiative Report Monponsett Pond and Silver Lake Water Use Operations and Improvement SWMI Project No. BRP 2012-06, Prepared for: Town of Halifax, Massachusetts, July 2013.