

Town of Barnstable
Request for Proposals

**FY23 On-Call Communications Management and Community Outreach
Services**

Awarding Authority: Cape Cod Gateway Airport Commission



Issued: April 3, 2023

PROPOSALS DUE NO LATER THAN 12:00 NOON April 26, 2023 TO:
<https://townofbarnstable.bonfirehub.com>

LAST DAY TO SUBMIT QUESTIONS NO LATER THAN 12:00 NOON April 17, 2023 TO
<https://townofbarnstable.bonfirehub.com> Vendor Discussion section under FY23 On-Call
Communications Management and Community Outreach Services

**THIS PROJECT IS AVAILABLE ONLINE ONLY AND HARD COPY BIDS WILL NOT BE ACCEPTED. IT
IS THE BIDDERS SOLE RESPONSIBILITY TO FAMILIARIZE THEMSELVES WITH THE BONFIRE
ONLINE PROCUREMENT PORTAL PLATFORM AND SUBMISSION PROCESS.**

All potential bidders are required to register on the Town of Barnstable Bonfire Online Procurement Portal: <https://townofbarnstable.bonfirehub.com>. This document and any addenda thereto are issued electronically only. It is the responsibility of every bidder who receives this bid document and all associated documents to check the Town of Barnstable Bonfire Bid Submission portal above for any addenda or modification to this solicitation, if they intend to respond. The Town of Barnstable accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document or documents obtained from a source other than the Town. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

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LEGAL ADVERTISEMENT

**TOWN OF BARNSTABLE
REQUEST FOR PROPOSALS
FY23 On-Call Communications Management and Community Outreach Services for the
Cape Cod Gateway Airport`**

The Procurement Office for the Town of Barnstable on behalf of the Cape Cod Gateway Airport Commission (Commission) and the Airport Manager is soliciting responses for **FY23 On-Call Communications Management and Community Outreach Services**. The projects included in this agreement are locally funded via the Airport's Annual Operating Budget. The awarded consultant will be responsible for all Communications Management and Community Outreach Services for the Cape Cod Gateway Airport as assigned. A one (1) year contract with two (2) 1 (one) year option renewals for these on-call services is being offered.

This solicitation is conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B. The Town reserves the right to reject any or all proposals when it deems it to be in the best interest of the Town.

RFP documents are available online only at the Town of Barnstable Bonfire Procurement Portal: <https://townofbarnstable.bonfirehub.com> on April 3, 2023 by Noon. Last day to submit questions is no later than 12:00 noon on April 17, 2023. **Proposals are due in the Procurement Portal at link above no later than 12:00 noon on April 26, 2023.** Only proposals received online through the Town's Bonfire Procurement Portal will be accepted. It is the Bidders' sole responsibility to familiarize themselves with the Bonfire Online Procurement Portal requirements and submission process

The opening of the responses is not public.

The Town reserves the right to reject any or all proposals when it deems it to be in the best interest of the Town.

SECTION I. INTRODUCTION AND BACKGROUND

The Procurement Office for the Town of Barnstable on behalf of the Cape Cod Gateway Airport Commission (Commission) and the Airport Manager is soliciting responses for **FY23 Airport On-Call Communications Management and Community Outreach Services for the Cape Cod Gateway Airport.**

The projects included in this agreement are locally funded via the Airport's Annual Operating Budget. The awarded consultant will be responsible for all Communications Management and Community Outreach Services for the Cape Cod Gateway Airport as assigned. A one (1) year contract with two (2) 12-month option renewals for these on-call services is being offered.

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 MGL Ch. 30B and this Request for Proposals (RFP). If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued and posted to the Procurement Portal: <https://townofbarnstable.bonfirehub.com>.

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. Award of a contract resulting from this RFP shall be in strict accordance with the requirements of this document.

The "Awarding Authority" will be the Cape Cod Gateway Airport Commission, acting by and through the Chief Procurement Officer. The Scope of Services listed under Article IV. C, this RFP and any published addenda to the RFP, and the Proposer's Response will become part of the Contract between the Town of Barnstable and the successful proposer.

A. AWARDING AUTHORITY BACKGROUND

The Town of Barnstable is located on Cape Cod and was incorporated in 1639. The Town has an annual year-round population of over 48,919 (2020 U.S. Census Bureau) and approximately 125,000 - 150,000 seasonal residents. The median household income for residents of Barnstable is \$82,816 (American Community Survey, 2017-2021). Of the residents over age 25, approximately 93.8% have a high school degree, and 39.6% have a bachelor's degree or greater. The Town encompasses an area of 64.1 square miles and consists of seven distinct villages: Barnstable, Centerville, Cotuit, Hyannis, Marstons Mills, Osterville, and West Barnstable. It serves as the County Seat for Barnstable County. The Town of Barnstable is located approximately 65 miles from Boston and approximately 75 miles from Providence.

The Town of Barnstable serves as the commercial center for Cape Cod. It houses the main hospital, regional social service agencies, the superior court, county jail, and the regional shopping mall to name a few. The town functions under a Council-

Manager form of government, with a charter-supported strong Manager, and thirteen Town Councilors elected by precinct. The Barnstable Town Council is the legislative and policy-making branch of the town government. The council develops, adopts, and enacts policies and ordinances, which it believes promote and enhance the general welfare of the town.

Cape Cod Gateway Airport is a department of the Town of Barnstable and one of the 9 Enterprise funds of the town. This means the Airport IS NOT TAX FUNDED and operates with full cost recovery meaning that Airport expenses are covered by Airport revenues made according to Airport published Rates and Charges with no town funding supplement or tax revenue being used to operate the facility.

The Cape Cod Gateway Airport serves as a distinct commercial transportation hub for the residents of the Town of Barnstable, Cape Cod, and the Islands of Martha's Vineyard and Nantucket by meeting the regional demand for air transportation. For some, it provides very affordable and economic travel opportunities from Hyannis to major destinations across the country, and yet for others, the airport provides a much needed mode of travel to and from the Islands of Nantucket and Martha's Vineyard. This includes travel, tourism, and for a large professional labor force that commute to jobs. From Hyannis, travelers are afforded many flight opportunities, to local and national destinations, including Nantucket and Martha's Vineyard, Boston, New York City and beyond. The airport is the headquarters for two year-round commuter airlines and for one seasonal transient airline.

- ➔ Cape Air/Nantucket Airways is headquartered at the airport. Cape Cod Gateway Airport is where Cape Air conducts aircraft fleet maintenance, training of pilots and staff, and dispatch for the nearly 40 cities that they serve.
- ➔ JetBlue operates seasonally at Cape Cod Gateway Airport offering flights to/from Hyannis and New York, JFK and LGA, from May through October.
- ➔ The airport is also home to over 50 private aircraft and over 45 aviation related businesses including:
 - An avionics and aircraft maintenance facility;
 - High-end corporate and charter operators;
 - General aviation facilities operators providing various services to smaller privately owned single and multi-engine aircraft;
 - Freight forwarders;
 - A number of charter flight operators; and
 - Various Cape Cod businesses that house their aircraft fleets.

A. PURPOSE OF SERVICES

The Cape Cod Gateway Airport seeks fulfillment of the On-Call Communications Management and Community Outreach Services by consultants that can assist the Airport in providing proactive media campaigns, public involvement and to help manage responses to high-profile, technical and sensitive media inquiries. Public involvement includes communicating to all interested persons, groups, media and government organizations with information regarding the airport. The Airport has found these consultant services to be cost-effective and extremely valuable in communicating the Airport's goals and accomplishments to the media and the

public. The Airport proposes to contract with a Communications Management and Community Outreach consultant to assist with proactive programs such as news conferences, publicity and planning for special events and advertising campaigns, social media marketing, noise abatement outreach, co-marketing programs with airport tenants, and development and execution of a stakeholder outreach campaign to enable the Airport to market itself as a valuable transportation entity the local community. The consultant should be fully capable of advising the Airport on proactive media outreach opportunities and organizing and executing these projects under the direction of the Airport Manager and Executive Leadership.

The On-Call Communications Management and Community Outreach consultant is to continue working with the Airport in the development of, modification and communication of its Business Plan Goals as necessary. The Business Plan Goals were developed and executed in June 2018 and include various objectives and tasks designed to help the airport further develop and implement the plan, which is to: 1) maximize airport use by recreational and corporate type users, 2) create opportunities that maximize financial self-sufficiency, 3) offer more air carrier opportunities to the general public, providing a solid air transportation option on Cape Cod, and lastly 4) enhance the airports image as a solid transportation entity and as a community resource.

The plan itself has evolved since its inception in 2018 with some elements being completed, in-process, or reoccurring. The following is a summary of the objectives to give the Proposer context for their response and an understanding of the Airport's objectives for the next several years.

Goal A: maximize general aviation activity at the Airport

The purpose of this goal is to increase general aviation activity at the airport. This includes all general aviation activity, i.e. all civil aviation operations other than scheduled air service and nonscheduled air transport operations to include both recreational and corporate flying.

To maximize general aviation activity, the Airport considered various existing factors that are detriments to increased activity. For instance, the Airport found that it was lacking in some of its services, features, amenities and aviation community outreach but if corrected may result in positive outcomes for both the Airport and the consumer. After review of targeted market segments between corporate aviation and recreational aviation, the following objectives were developed.



Existing (above) and Proposed 2022 (below)



- Objective: Identify and Create Corporate Aviation Opportunities
- Objective: Engage Recreational General Aviation Market
- Objective: Provide Best-in Region Aviation Facilities & Experience
- Objective: Foster Aviation Education (aviation's next generation)

To provide better services, features, amenities and outreach that respond to the aviation community, the Airport desires to provide the following to meet goal objectives.

- Improving on-airport facilities to provide for a more enhanced customer service experience by offering first in class, comfortable and inviting facilities and services to both recreational and corporate aircraft users
 - Summer 2023, the Airport will complete its Airport Operations office, which doubles as a pilot lounge and reception center on the East Ramp
- Improving accessibility to/from the Airport and the Town of Barnstable/downtown Hyannis Main Street by offering bike rentals, shuttle service, future connection to the bikeway/Cape Cod Rail Trail, and implementing roadway improvements
 - Summer 2023 the Airport will complete the revitalization and expansion of Mary Dunn Way, the corridor that provides direct access to the East Ramp from Route 28, its facilities and businesses. Redevelopment of this corridor will rehabilitate the existing road, extend it further to the north, rehabilitate and expand vehicular parking, add sidewalks, a bike lane, landscaping and upgrade utilities (water, sewer, electricity, phone and cable).
- Offering and executing discount fuel contracts and other incentives for recreational and corporate users
- Exploring improved 24/7 customer service by establishing self-service fueling facilities
- Supporting recreational flying and recreational flying clubs by:
 - Providing space for club events,
 - Providing first in class general aviation facilities,
 - Improving secure access for both pilots and their guests,
 - Scheduling and hosting various flight safety seminars/training opportunities,
 - Offering flight training, pilot ground school and other similar aviation educational opportunities,
 - Developing, marketing, offering, and showcasing unique airport events and venues that would cater to the recreational flying community, and
 - Promoting local area events, area attractions and venues with ease of access and fly-in opportunities to attract more recreational aviation to our area.
- Planning and hosting various aviation themed educational events providing aviation enthusiast of every age with the opportunity to learn more about the industry
- Exploring partnerships to develop a healthy mix of aviation education and employment opportunities such as:
 - Aviation internships,
 - Summer programs,
 - Flight schools,
 - Pilot ground school training,
 - Flight simulator training,
 - Airframe and powerplant training,
 - Aviation educational programs that explore aerodynamics, aviation engineering, aircraft assembly and design,

- Aircraft restoration, refurbishment and preservation, and
- Hands-on Science, Technology, Engineering and Math (STEM) related activities or laboratories.
- ➔ Recruiting aviation schools to establish themselves at Cape Cod Gateway Airport with an emphasis and focus on working with higher education (Bridgewater State University, National Aviation Academy and/or Cape Cod Community College to name a few) and local High School programs to provide better access to aviation learning facilities on Cape Cod
- ➔ Recruiting flight schools, scenic flights, and flight training to develop at the Airport to provide better access to aviation learning facilities on Cape Cod
- ➔ Leveraging membership organizations to assist with aviation community outreach (NBAA, AOPA Pilot and AOPA Flight, EAA, Sport Aviation, Aviation Digest, Plane & Pilot, Flying).
 - Promoting the airport and its facilities that cater to recreational and corporate flying such as developing advertisement in membership organizations periodicals, newsletters, magazines and etc.
 - Networking and marketing to various aircraft ownership type groups and flying clubs to use the airport for various fly-ins, club events, breakfast/lunch fly-ins and/or local events
- ➔ Leveraging social media to increase awareness of airport facilities, businesses and other pilot, educational and training offerings available to the recreational flying community

Goal B: diversify airport revenue streams

The purpose of this goal is to diversify airport revenue through both aeronautical and non-aeronautical land development allowing the airport to build a more robust portfolio that can more easily weather fluctuations in the aviation market. The focus would be to develop diverse revenue potential that allows the airport to maintain healthy and achievable financial growth for self-sufficiency. This is extremely important given the fact that Cape Cod Gateway Airport is a department of the Town of Barnstable but one of the 9 Enterprise funds. This means the Airport IS NOT TAX FUNDED and operates with full cost recovery meaning that Airport expenses are covered by Airport revenues made according to Airport published Rates and Charges with no town funding supplement or tax revenue being used to operate the facility. Diversification of the revenue stream is critical to the Airport's survival.

Aeronautical land development refers to that development that involves, makes possible, or is required for the operation of aircraft, or that contributes to or is required for the safety of such operations. Aeronautical land development would support activities that cater to, but are not limited to: aircraft charter operations, pilot training, aircraft rental, aircraft hangar leasing, sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, and any other activities that directly relate to the operation of aircraft.

In contrast, examples that are non-aeronautical land development may include land leases for aviation support facilities such as ground transportation (taxis, car rentals, limousine service, etc.), restaurants, in-flight food catering, auto parking lots, or

other compatible commercial and industrial uses that are physically separate from and unrelated to serving the traveling public or aeronautical functions. Those other compatible commercial and industrial uses may or may not have an aviation component or aviation-focused organization.

The purpose of this goal is to identify and formalize various revenue streams. To meet such goals, the Airport must consider a healthy mix of both aeronautical and non-aeronautical land development. After review of available airport-owned properties, the following objectives were developed.

- ➔ Objective: Maximize Airport Properties (aeronautical and non-aeronautical)
- ➔ Objective: Identify New Airport Revenue Potential

To provide revenue flexibility, the Airport desires to provide the following to meet goal objectives.

- ➔ Categorizing properties that are strictly for aeronautical use
- ➔ Categorizing properties that are strictly for non-aeronautical use
- ➔ Classifying and identifying properties that have the potential to meet both aeronautical and non-aeronautical land use
 - Prioritizing those non-aeronautical development opportunities that support or supplement aeronautical use or nurture business plan goals over those that do not.
- ➔ Identifying opportunities that enable new airport development
 - Allowing for expansion of on-airport aeronautical development
- ➔ Redeveloping and enhancing the east side airport access to cater to both aeronautical and non-aeronautical users
- ➔ Identifying opportunities to leverage properties that further enhance environmentally friendly (alternative energy) sources of revenue
- ➔ Capitalizing on revenue potential from the unique opportunities, offerings, and interests of the regional tourist economy on Cape Cod

Goal C: become a regional air transportation leader

The purpose of this goal is to become a regional air transportation leader by focusing on building a stronger connection to the national air transportation system to meet the needs of the community, local businesses and tourism.

In FY2021, the Airport supported nearly 60,000 aircraft operations (defined as either one landing or one takeoff, combined equals two operations) and approximately 30,000 passengers arrived and departed from a variety of locations. Unfortunately, both airport operations and passenger activity has been on the decline over the past several years. Since FY2007 airport operations have declined 54% from 130,500 total operations (FY2007) to 60,000 (FY2021). Passenger activity has declined 93% from 420,000 total passengers (FY2007) to 30,000 (FY2021). Declines are attributed to an industrywide pilot and mechanic shortage, increased competition from local high-speed passenger ferries and the loss of several airlines that fly beyond Cape Cod offering further connections to the national airspace system. Implementing

various goals of the 2018 Airport Business Plan are focused on accentuating and improving commercial activity.

The above figures do not include a vast array of commercial charter passenger services, general aviation activities that include private and corporate passenger, freight services, and other aviation flight services not identified by the Federal Aviation Administration (FAA) in passenger enplanement/deplanement data sets, as they typically only count commercial passenger activity.

Cape Cod Gateway Airport is located in the economic center and commercial transportation hub of Cape Cod within the Town of Barnstable. It is centrally located to allow for ease of connections to other multi-modal transportation options and all 15 Cape Cod towns.

For some, the airport provides convenient travel opportunities to and from the Islands of Nantucket and Martha's Vineyard; whether it be for tourism or for a large professional labor force with a means to commute to jobs, the island flights are essential to the region. Unfortunately, travelers are afforded limited flight opportunities elsewhere, i.e. elsewhere to/from Cape Cod and the Islands. Although national destinations exist that include Boston and New York, the flights are limited or seasonal and do not provide for adequate or affordable connections to the national airspace system; oftentimes diverting would-be HYA airport travelers to seek flight options at other nearby airports such as Boston's Logan International Airport (BOS) or Providence's T.F. Green Airport (PVD).

The Cape Cod region is well known for a robust tourism centered economy that requires conveniently accessible and affordable air service. In addition, the region also boasts a number of year-round residents that live and work in the area that require the same services. Convenient air travel is important to the overall economic health of the region.

Research using zip code, credit card usage and Department of Transportation, Bureau of Transportation Statics data identified that of the approximate 222,000 passengers arriving to the region by aircraft in calendar year 2018, nearly 179,000 passengers flew into BOS prior to reaching their final destination, on Cape Cod. Nearly 14,000 of those same passengers arrived via PVD and close to 4,700 flew directly into Cape Cod Gateway Airport.

That same research also identified Cape Cod residents that departed the region using other nearby airports. Of the approximately 209,000 air traveling passengers who live on Cape Cod, nearly 173,000 departed the region using BOS; nearly 21,000 used PVD and approximately 1,300 used HYA.

With nearly 200,000 ± passengers arriving/departing by air to/from the Cape Cod region using other airports, the purpose of this goal is capture some of those passengers by partnering with airlines that desire to establish a stronger presence in the area rather than lose those passengers to other airports. The goal is to stimulate domestic passenger service to/from Cape Cod Gateway Airport year-round and

increase domestic passenger service to/from Cape Cod Gateway Airport during non-peak activity.

To meet the goal of becoming a regional air transportation leader, the Airport must consider the likeliness of renewed commercial service and engagement of both the airlines and the community to make it a reality. With that in mind, the following objectives were developed.

- ➔ Objective: Determine Transportation Needs of Local Area (Business and Leisure)
- ➔ Objective: Communicate Transportation Options Available to the Public
- ➔ Objective: Engage Airlines to Develop Partnerships for the Cape and Island Market

Goal D: enhance the airport image and branding

The purpose of this goal is to enhance the airport’s image with the intent of establishing better connections with the local Cape Cod Community and National Air Transportation System.

Implementation of various elements within the three prior goals already identified, Goals A – C, will help shape the Airport’s image. Here are some examples.

- ➔ Implementation of infrastructure modifications to maximize general aviation activity at the airport (Goal A) may spur excitement within the aviation community and help mold the airport’s public image for both recreational and corporate aircraft users.
- ➔ Exploring partnerships to develop aviation educational opportunities may lead to the advancement of aviation programs within local high schools, providing local students with important skills for the future. Such goals can lead to the next generation of skilled professionals for the aviation and aerospace industries. By offering training in science, technology, engineering, and math (STEM), to support the youth in our communities through exposure to the skills and experiences needed for future career exploration and training, we would also in-turn be educating the public about the airport's mission in educating our youth.
- ➔ Improving accessibility to/from the airport and the Town of Barnstable/downtown Hyannis Main Street by offering bike rentals, shuttle service, connection to the bikeway/Cape Cod Rail Trail, and implementing roadway improvements may generate goodwill towards the airport. Ease of connections and accessibility are important in many ways as they provide mobility, can shape land use and development patterns, generate jobs and enable economic growth, and support public policies regarding energy use, air quality and carbon emissions.
- ➔ Unique community interactions, community planned events and just being visibly active within the community let people know that you



Cape Cod Gateway Airport Community Event Series “Pottery and Planes” (November 2021) is an example of special airport and community interactions.

are more than just a terminal building and a runway. Such community interactions are helping airports evolve into more than just a place for travel and are allowing airports to integrate themselves into the local community and market and augment the airport's image.

- Identifying opportunities to leverage properties that further enhance environmentally friendly (alternative energy) sources of revenue also highlights the airports desire to be sustainable and can be used as a way to promote and help mold the airport's public image as a sustainable leader and achiever of "social development progress".



Rebranding the airport also has the ability to enhance the airport's image. In January 2021, the Airport rolled out a name change and new brand. The airport formerly known as Barnstable Municipal Airport changed its name to Cape Cod Gateway Airport. The new name and logo were chosen after a year-long review of alternative names presented in surveys, rebranding visioning sessions and through discussions with airport users and Town of Barnstable officials. The airport considered its overall business objectives, potential opportunities a

new name may afford, existing challenges, and our local community. The new name and logo were chosen not only to respond to passenger needs and expectations but to prepare for potential airline partnerships, align with the Airport's commercial future, refocus the customer experience, and change transportation perceptions for Cape Cod and the Islands. We want to ensure we create a greater sense of place as we market ourselves to potential travelers and users of the facility. This Airport serves all 15 Cape Cod towns not just Barnstable and it should be represented in that manner. Although the airport is located within the Town of Barnstable, unless you live on Cape Cod, not many people know where Barnstable is located; but Cape Cod, that is universally recognizable.

First impressions are everything and the airport's image can only be improved by making necessary modifications that help maintain high, stable levels of economic growth.

SECTION II. KEY DATES FOR THIS PROPOSAL

Key dates for this Proposal	
April 3, 2023	RFP available on the Town of Barnstable Bonfire Procurement Portal: https://townofbarnstable.bonfirehub.com
April 9, 2023	Advertised in the Cape Cod Times
April 3, 2023	Legal ad in Central Register
April 17, 2023	Last day for written questions due through Vendor Discussion section on Town's Bonfire Procurement Portal not later than 12 Noon
April 26, 2023	Proposals Due, no later than 12:00 pm on the Town's Bonfire Procurement Portal: https://townofbarnstable.bonfirehub.com .

Week of April 30, 2023	Optional Interview Period (dates subject to change)
Week of May 3	Estimated Award
May 17, 2023	Estimated Contract period to begin

SECTION III. PROPOSAL INSTRUCTIONS

A. INSTRUCTIONS TO PROPOSERS

1. The Request for Proposals and Required forms are provided by the awarding authority on the Town’s online Bonfire Procurement Portal: <https://townofbarnstable.bonfirehub.com>. Copies are provided in the appendices attached but it is the responsibility of the proposer to download, complete and upload the required forms on the procurement portal.
2. All proposal responses will be received online prior to the date and time specified above for the project titled **On-Call Communications Management and Community Outreach Services** to the Town’s Bonfire Procurement Portal at: <https://townofbarnstable.bonfirehub.com>. All required documents must be submitted in the format specified, all fields must be completed as specified and the documents must be submitted to the correct project folder in order for the bid response to be complete. **Hard copy bid responses will not be accepted.** It is the proposer’s sole responsibility to familiarize themselves with the Bonfire Online Procurement Platform and bid submission process and requirements. Technical assistance available on Bonfire website and by email to Support@GoBonfire.com.
3. A proposal will not be considered delivered unless the proposal has been received online by the Town’s Bonfire Online Procurement Portal (in the correct project file) prior to the date and time specified in this document.
4. Questions or clarifications rising from these documents must be made in writing to the Town’s Bonfire Procurement Portal under the Vendor Discussion section in the **On-Call Communications Management and Community Outreach Services** project file and submitted no later than the date and time specified in Section II “Key Dates for This Proposal”. Answers to questions will be made in writing and posted as an addendum to **On-Call Communications Management and Community Outreach Services** on the Town’s online Bonfire Procurement Portal: <https://townofbarnstable.bonfirehub.com>. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
5. Each proposer shall acknowledge receipt of any and all addendum issued to the Request for Proposal by so indicating in Appendix A – Required form 1: Proposal Cover Sheet. 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, consultant, 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 submitted through the Town's Bonfire Procurement Portal. Any late correction or modification to the proposal will not be accepted. A proposer who wishes to withdraw a proposal must withdraw through the same Procurement Portal.
8. All proposers must note the maximum upload file size is 1000MB. Do not embed any documents within uploaded files, as they will not be accessible or evaluated.
9. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her proposal.
10. It is understood that the Vendor's Proposal to the Town of Barnstable to provide said services and products will remain valid for 90 days past the submission deadline.
11. The proposer's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over proposal/purchase shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.
12. It is understood that the proposer has submitted the Proposal in good faith and has not colluded with any other individuals, consultants, or corporations in creating the proposal to subvert the market process. See Certificate of Non-Collusion attached (Appendix B – Required form 2). Proposer also agrees to comply with state tax laws and must complete State Certification Clause (Appendix C Required form 3).
13. All costs involved in preparing the Proposal will be borne by the vendor; the Town will not be liable for any costs associated with the creation of the Proposal. The proposer shall be familiar with all state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.
14. All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.
15. Proposals, which are incomplete, conditional or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The awarding authority's decision or judgment on these matters shall be final, conclusive and binding.

16. Any proposal received after the date and time stated in the "Legal Advertisement" will be deemed "non-responsive" and shall not be opened. Unopened proposals will be returned to the proposer.
17. The evaluation of the Non-Price Proposals will be conducted by a team/committee appointed by the Chief Procurement Officer and Airport Manager. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFP and shall be final.
18. The Non-Price Proposals will be opened on the date and at the time stated in the "Legal Advertisement". The name of the person or organization submitting a proposal will be read and recorded. The contents of all proposals will be opened privately and not be disclosed to the public or competing proposers until the evaluation process is completed
19. The Town of Barnstable 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.
20. The Town of Barnstable 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.
21. Any contract resulting from this RFP shall be awarded to the proposer whose Proposal is deemed to be the most Highly Advantageous to the Town of Barnstable. The Town alone will be the sole judge in determining whether a vendor's proposal satisfies the requirements of this RFP and whether or not the Proposal will prove advantageous to the Town. The selected vendor will be under contractual agreement to the Town per the attached contract document and Operating Agreement.
22. Attention of all proposers is directed to Chapter 30B of the General Laws of the Commonwealth of Massachusetts and to all other applicable sections of the General Laws as most recently amended which govern the award of this contract.
23. Response to this Request for Proposal acknowledges the vendor's acceptance of all sections and requirements of this document. The Request for Proposal will be written into the successful vendor's proposal as part of the system contract. IF THE VENDOR'S PROPOSAL DOES NOT COMPLY WITH THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL, OR IF AN ITEM IS NOT UNDERSTOOD IN ANYWAY, A COPY OF THAT SECTION OF THE REQUEST FOR PROPOSAL MUST THEN BE INCLUDED IN THE PROPOSAL AND ALL ITS COPIES CLEARLY STATING THE DEVIATION, ADDITIONS, OR OTHER COMMENTS.

B. PRE-RESPONSE CONFERENCE AND SITE VISITS

None scheduled.

C. QUESTIONS AND CLARIFICATIONS

Questions requiring clarification shall be submitted through the Town's Bonfire Procurement Portal: <https://townofbarnstable.bonfirehub.com/portal> in the Vendor discussion section in correct project file prior to date listed in Section II Key Dates for this Proposal 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 posted on the procurement portal and incorporated into the RFP and will become part of the contract. Those who have downloaded a copy of the RFP before addenda is issued will be notified of such changes.

D. NOTIFICATION OF AWARD

All proposers will be notified of the selection decision within 60 days of the date proposals are due to the Town unless otherwise notified by the Town. In no case will the award be made beyond 90 days unless the vendor agrees to extend the period of time in which the proposal is valid.

E. CONTRACT

This Request for Proposal, as well as the selected vendor's proposal, and any addenda to that proposal will become part of the final contract. The contract the Town will sign is attached as Appendix E.

The contract period will be for the terms as written in the contract documents included in Appendix E. Consultant pricing limits to be established and bound as part of price portion of proposal. This must be in the price proposal to be considered.

The Contract shall be subject to Force Majeure considerations. Either party hereto shall be excused from performance of any act under the contract if prevented from the performance of any act required by reasons of strikes, lockouts, labor trouble, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party. The period for the performance of such obligation shall be extended for an equivalent period for no additional cost. In the event that the extension is not possible, the Consultant may be required to rebate to the Town 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 Vendor, shall be deemed to render performance impossible, and the municipality shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Contract."

F. FAILURE TO PERFORM

It is expected that if the Vendor does not fulfill the terms of the agreed upon contract, the Town of Barnstable may contract with another Vendor to provide the necessary service. If the costs associated with the second Vendor exceed the costs associated with the awarded Vendor, the Town of Barnstable reserves the right to collect the difference

from the awarded Vendor. This may also include court costs and legal fees associated with the collection of the monies owed the Town.

G. TERMINATION OF CONTRACT

Subject to the provisions of the section explaining **Force Majeure**, if the Vendor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Town shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) calendar days after written notice of such failure or violation is received by the Vendor, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Additionally, the Town, by written notice, may terminate this contract, in whole or in part, when it is in the Town's best interest. If this contract is terminated, the Town shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

H. LICENSES AND PERMITS

The proposer is responsible for obtaining (unless already obtained) 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 Consultant should indicate such. The Town reserves the sole right to decide if the contract may be awarded to the Consultant despite the failure to produce the actual relevant permits, licenses and certificates or copies thereof. Permits, licenses and certificates must be held in force throughout the terms of the services as contracted.

The consultant should be experienced with Communications Management, Media and Community Outreach. The names of the Consultant's key staff must be submitted along with their resumes. The individuals listed shall attend the interview. The design consultant must have sufficient staff to undertake and complete the projects as assigned in a timely manner.

I. TOWN MONITORING

On a regular basis, the Cape Cod Gateway Airport Manager will review the Consultant's performance and inform the Consultant if there are any issues associated with the service provided by the Consultant. In light of serious infractions, illegal activities, failure to perform in accordance with industry standard or potential harm to the environment, the Airport Manager or his/her designee will have the authority to cease any and all proposer services at any time.

J. INTERVIEWS AND/OR DEMONSTRATION OF EQUIPMENT

After the review of consultant Proposals, the RFP Evaluation Committee may interview the qualified, responsive and responsible proposers. Proposers whose submittals are do not meet the minimum requirements will not be interviewed.

In accordance with those interviews, the RFP Evaluation Committee will then rank those finalists and make a recommendation of award to the Cape Cod Gateway Airport Commission as the awarding authority on this project, subject to the satisfactory negotiations of the plan of services. If the Cape Cod Gateway Airport Commission, or designee, is unable to negotiate a contract, including any modifications to the fee, with the top-ranked finalist, the Commission, or designee, will then commence negotiations with the next ranked finalist and so on, until a contract is successfully negotiated and approved by the Cape Cod Gateway Airport Commission.

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 of Barnstable reserves the right to change the interview period or to extend the dates during which interviews may be undertaken.

You should be prepared to meet week indicated in **Section II, Key Dates**. The Town reserves the right to change the interview period or to extend the dates during which interviews may be undertaken.

K. MISCELLANEOUS INFORMATION

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 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 Consultant agrees they 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.

L. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The Cape Cod Gateway Airport has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Airport has received Federal financial assistance from the Department of Transportation for airport projects through the Federal Aviation Administration's (FAA) Airport Improvement Program (AIP), and as a condition of receiving this assistance, the Airport has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Airport to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;

3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only consultants that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of consultants that can compete successfully in the marketplace outside the DBE Program;
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities; and
8. To make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

The consultant may use themselves if they are a state/federal certified DBE or if not, they must subcontract out that percentage of work to a certified DBE. The awarded contract will strive to include DBE participation. The Airport's overall goal for Federal Fiscal Year (FFY) 2022-2024 is the following: 3.32% to be accomplished through 0% Race Conscious (RC) and 3.32% Race Neutral (RN) DBE participation. Although this contract will most likely not receive Federal Financial or State Financial assistance for expenditures under Federal- or State-assisted contracts, the awarded contract shall strive to include DBE participation.

The Airport Manager and/or designee at the Airport have been delegated as the DBE Liaison Officer. In that capacity, the Airport Manager is responsible for implementing all aspects of the DBE program.

Katie R. Servis, Airport Manager Cape Cod Gateway Airport
480 Barnstable Road, Hyannis, Massachusetts 02601
Tel. 508-775-2020; kservis@flyhya.com

or

Matthew T. Elia, Assistant Airport Manager Cape Cod Gateway Airport
480 Barnstable Road, Hyannis, Massachusetts 02601
Tel. 508-775-2020; melia@flyhya.com

Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Cape Cod Gateway Airport in its financial assistance agreements with the Department of Transportation.

The consultant 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

Submitted proposals will be rejected which do not meet the following certain minimum requirements:

1. Submitting consultant must have a minimum of five (5) years' experience in Communications Management and Community Outreach Services.
2. The proposal must be from an established business, corporation, partnership or consultant who normally furnishes such services as the principal business for which the corporation or consultant 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. Knowledge of, and experience in, procedures, and practices related to Communications Management and Community Outreach Services.
4. Possess all necessary current licenses and registrations, either within the consultant or through independent consultants, to qualify under Massachusetts law to perform the function of the Consultant.
5. All proposals shall be submitted to the Town's online Bonfire Procurement Portal at: <https://townofbarnstable.bonfirehub.com> as stated in "Legal Advertisement" above. A proposal will not be considered delivered unless the proposal has been received in the Town's Bonfire Procurement Portal (in the correct project file) prior to the date and time specified in this document. Proposals not submitted through the online portal will not be accepted.
6. The proposal and all required documents must be received in the Town's online Bonfire Procurement Portal: <https://townofbarnstable.bonfirehub.com> before the deadline for receipt of proposals, and must be complete (must include or address all items specified in Section IV -- Proposal Submission Requirements).
7. The proposer must have signed both the Certificate of Non Collusion (Appendix B) and the State Taxes Certification Clause (Appendix C) 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 consultant 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 project staffing to be utilized for this service. Include resumes for all proposed personnel, including sub-consultants.
2. The Proposer must include either on-staff or through sub-consultant arrangements, graphic services for marketing, advertisement and social media purposes.
3. Provide for each individual, their qualifications, professional registration broken down into the following categories:
 - Name
 - Work Assignment
 - Responsibilities

4. Consultants 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.
5. Should it become impossible for an individual to complete his/her duties, for a reason such as termination of employment, any change in the Vendors staffing as outlined in the proposal will be subject to written notice to the Airport Manager. The Airport Manager shall notify the Vendor within seven (7) business days of the acceptance or rejection of any such staff substitutions.

C. TECHNICAL SCOPE OF SERVICES

The following are the potential Technical Scope of Services for Professional On-Call Communications Management and Community Outreach Services for the Cape Cod Gateway Airport. The awarded consultant will be responsible for all assigned Services. A one (1) year contract with two (2) 12-month option renewals for these on-call services is being offered. The Airport reserves the right to bid out selected projects and requirements at their option, if desired. The on-call consultant awarded this contract will be able to submit a proposal for those services.

The Cape Cod Gateway Airport seeks fulfillment of the On-Call Communications Management and Community Outreach Services to assist the Airport in providing proactive media campaigns, public involvement and to help manage responses to high-profile, technical and sensitive media inquiries/concerns.

Proactive media campaigns and public involvement includes communicating to all interested persons, groups, and media and government organizations with information regarding the Airport. The Airport has found these consultant services to be cost-effective and extremely valuable in communicating the Airport's goals and accomplishments to the media and the public. The Airport proposes to contract with a Communications Management and Community Outreach consultant to assist with proactive programs such as news conferences, publicity and planning for special events and advertising campaigns, noise abatement outreach, co-marketing programs with airport tenants, and development and execution of a stakeholder outreach campaign to enable the Airport to market itself as a valuable transportation entity of the local community. The consultant should be fully capable of advising the Airport on proactive media outreach opportunities and organizing and executing these projects under the direction of the Airport Manager and Executive Leadership.

The services and advice to be provided by the selected consultant may include, but will not be limited to the following:

1. Development of a strategic plan with clear consistent messaging for addressing the airport's various constituencies, given the varied outreach needs of those audiences;
2. Organization of public relations messaging to control the content, messaging and timing of the messaging;
3. Implementation of tactics for outreach on multiple platforms and development of a quarterly newsletter to include any airport related news,

- events, or stories that can elevate the Airport's brand or help reach Airport Business Plan Goals (outlined above within this document);
4. Reporting on measures of strategy success and opportunities for improvement in all media;
 5. Working closely with the executive management in developing concept and creative materials for promoting Airport programs and services to the local community and aviation community (newsletters, social media, events, public meetings and etcetera);
 6. Identification, production and placement/insertion/distribution of a wide-range of marketing collateral products and graphic design in a variety of media;
 7. Identification, coordination and development of community partnership programs that would enhance the Airport's stature and visibility as a good member of the community;
 8. Coordination and production of various aviation, technical, and marketing award submissions;
 9. Development and dissemination of blog posts and articles, white papers, press releases, newsletters and social media and digital content;
 10. Development of case studies and market surveys;
 11. Digital and social media planning, development, monitoring, scheduling, scripting and maintenance;
 12. Crisis management and issues management to include crisis management training for Airport staff. Advising the Airport Commission and Airport Management during an emergency on media responses. Developing a response script and press releases and prepping for press briefings;
 13. Public relations outreach including, speeches, presentations, and media interviews, community and stakeholder relations, reputation management, Airport branding, sponsorship and event management, and trade show support;
 14. Media and industry analyst relations - media / industry analyst development, corporate message creation, refinement and placement, news outreach and management, influencer / partner relations, advertising/media buying;
 15. Track and respond to stories in the media that might benefit from a response from the Airport;
 16. Website design updates, maintenance, content and script development and posting, SEO
 17. Analytics in support of traffic to website pages and social media, blogs and other hosted digital media with benchmarks and recommendations for optimizing relevant pages with content or SEO to drive traffic to desired content. This includes monthly reporting.
 18. Special events and promotions planning, coordination and event management;

19. Monitor and report on the effectiveness of the Airport's own press releases, story pitches and activities;
20. Developing, printing and/or mailing collateral pieces such as videos, newsletters, handouts or postcards;
21. Providing multi-lingual services as needed;
22. Taking photographs and developing videos of assigned projects and events; prepares, scripts and edits video presentations; creates and produces computer generated graphics;
23. Develop and implement targeted marketing campaigns that target the media, elected officials and the public;
24. Engage in unique public participation and solicitation techniques either via the web or in person. The techniques may include but are not limited to public surveys on the web or through social media, opinion polls that produce real-time results graphically to the audience at public meetings or other innovative measures to solicit public input; and
25. Airport retail advertisement management to include solicitation of potential advertisers in the terminal and on airport grounds.

Anticipated projects falling under this on-call contract are on a fixed hourly fee; rates to be supplied by the consultant during proposal submittal. A one (1) year contract with two (2) 1 (one) year option renewals for these on-call services is being offered. Option renewal years will be exercised at the sole discretion of the Awarding Authority and subject to fiscal year appropriations for the services. The Town is not responsible for any unused amount of the Not to Exceed Value. The total Not to Exceed Value in year 1 of the contract is \$60,000, unless the agreement is otherwise modified in writing by the Airport Commission and signed by the Consultant and Town. Contract option renewal fees are to be negotiated. Monthly invoicing with backup documentation of hourly rates charged with tracking capabilities for balance remaining is required. All services are to be directed and authorized by the Airport Manager or his/her designee. The "Not To Exceed" value is an estimate based on potential work to be performed. The Airport is not responsible for any unused portion of these estimated services.

D. ADDITIONAL NARRATIVE INFORMATION

1. Summarize what you believe your consultant and team offers that are unique from other businesses in this field.
2. Summarize why you believe you understand the Cape Cod market and community and why your consultant is the ideal candidate for this contract.

E. MISCELLANEOUS REQUIREMENTS

None

F. FINANCIAL SCOPE OF SERVICES

Proposing consultants shall include a detailed rate schedule with their submittal.

The selected consultant will submit a detailed scope of services and hourly rates for the team.

SECTION V. PROPOSAL EVALUATION

The evaluation process will include each proposal being reviewed by an evaluation committee appointed by the Chief Procurement Officer and the Cape Cod Gateway Airport Manager. Those proposals that meet all of the minimum requirements as outlined in this RFP, and are determined to be both responsive (those that offer all of the services requested in the RFP and contain all of the required information and forms properly completed) and those that are responsible (those with the capability, integrity, and reliability to perform under the contract) will be further reviewed using the comparative criteria outlined in this section.

The committee will use the comparative criterion for each separate rating area, and based upon those criteria, will assign an overall rating to each proposal as permitted under Chapter 30B. Each of the criterion contain ratings of

Unacceptable
Not Advantageous
Acceptable
Advantageous
Highly Advantageous

An “Unacceptable” rating in any one of the seven criteria may eliminate the proposal from further consideration.

The Town reserves the right to award the contract to the responsive and responsible proposal which best meets the Town’s needs, taking into account proposal quality and proposal price. If the lowest priced proposal is not selected and has received at minimum a rating of advantageous, the evaluation committee shall explain the reasons for the award in writing to the Chief Procurement Officer, specifying in reasonable detail the basis for determining that the Town should award the contract to a different proposal.

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

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

Comparative Evaluation Criteria: (Proposer to include information in response to the evaluation criteria in their proposal submittal)

2. Consultant Background and Capability: to perform all of the aspects of the projects identified.

Unacceptable: Less than five (5) years' experience providing similar services with documented examples of such services.

Advantageous: Five (5) years but less than ten (10) years' experience providing similar services with documented examples of such services.

Highly Advantageous: More than ten (10) or more years of experience in providing similar services with documented examples of such services.

3. Recent Relevant Experience: with projects comparable to the proposed projects specifically in Cape Cod Massachusetts. (Documentation is required. Information should include phone numbers and contacts)

Not Advantageous: The consultant has experience, but no experience with Communications Management and Community Outreach Services in Cape Cod Massachusetts

Advantageous: Consultant has experience in Communications Management and Community Outreach Services within Cape Cod Massachusetts that is current (within the past 10 years, less than 3 similar projects have been successfully completed).

Highly Advantageous: Consultant has Communications Management and Community Outreach Services experience within Cape Cod Massachusetts that is current (within past 5 years). More than three (3) projects of similar type have been successfully completed within Massachusetts.

4. Experience with Communications Management and Community Outreach Services for Airport Projects

Unacceptable Consultant has no experience with Airport projects.

Not Advantageous Less than one (1) year experience with Airport projects.

Advantageous Consultant has experience with at least one (1) but less than three (3) Airport projects. (provide specifics)

Highly Advantageous Consultant has experience with at least five (5) years' experience with Airport projects. (provide specifics)

5. **Current Consultant Capacity:** List significant current work and work completed in the last five (5) years, as well as projects in-house but not yet begun; quantify.

Unacceptable	No or limited current work listed.
Not Advantageous	Consultant capacity may be challenged by current work load when taking on this new assignment.
Advantageous	Consultant capacity appears to be able to handle this assignment with the given work load.
Highly Advantageous	Consultant capacity can easily handle this assignment with their given work load.

6. **References:** Provide references with contact names and valid phone numbers of other clients whereby similar work has been performed.

Unacceptable	References are not provided.
Not Advantageous	References provided are not related to similar project type.
Acceptable	At least three (3) references provided from similar project experience.
Advantageous	More than three (3) references but less than five (5) are from similar project experience.
Highly Advantageous	More than five (5) references are provided for similar project types.

7. **Staffing:**

- a. **Key Personnel:** Professional background, caliber and staff availability for project; quantify staff and discipline; describe the % of time to be committed to the project by the key members of the project team.
- b. **Outside Consultants:** Qualifications and experience of subconsultants regularly engaged by the consultant; describe the % of time to be committed to the project by the leadership of the project team.
- c. **Team Organization:** Chart and describe team organization, listing key individuals.

Unacceptable	No staffing plan or team organization provided.
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Not Advantageous	The staffing information provided may meet the Town’s needs, but the organization plan provided is not clear enough to make a determination of roles and responsibility.
Acceptable	The staffing and team organization information provided will adequately meet the needs of the Town.
Advantageous	The staffing and team organization information provided will adequately meet the needs of the Town, and shows the proposers’ commitment to the project by providing an experienced team of quality professionals with defined roles.
Highly Advantageous	The staffing information and team organization provided will exceed the needs set forth by the Town and shows the proposer’s commitment to putting their best and most experienced staff and resources into this project. Project roles and responsibility are clearly defined.

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

- a. Project Understanding & Challenges
- b. Project Approach and Scope
- c. Project Implementation

Unacceptable	Proposal did not adequately convey the proposers’ understanding of the project and the consultants’ approach to completing the project successfully.
Not Advantageous	The response indicates the proposer may understand the Town’s needs, but the plan provided is not clear enough to make a determination. The proposer’s approach does not instill confidence in a plan to complete the project in a well thought out manner.
Advantageous	The Scope of Services response provided indicates the proposer will meet the needs of the Town; and shows the proposer’s demonstrated understanding of the project and their approach to the work required to complete a successful project.
Highly Advantageous	The Scope of Services response provided clearly indicates the understanding and ability to successfully meet the needs of the Town; shows the proposer’s demonstrated understanding of the project; their ability to bring leadership to the project and that their approach to the project demonstrates a creative and thorough process.

9. **Budget Management History:** list project history of budget and final actual costs. Include discussion of rationale behind the history that communicates the consultant’s understanding of project realities.

Unacceptable	No history included.
Not Advantageous	Less than three (3) case-studies with proposed budget and actual costs included for similar size projects; discussion of rationale behind the history.
Advantageous	At least three (3) but less than five (5) case studies demonstrated with proposed budget and actual costs included for similar sized projects; discussion of rationale behind the history.
Highly Advantageous	More than five (5) case studies demonstrated showing proposed and actual history with at least three (3) of which involving similar sized projects.

10. Response to Additional Narrative Information (Section IV - D)

1. Summarize what you believe your consultant and team offers that are unique from other businesses in this field.
2. Summarize why you believe you understand the Cape Cod market and community and why your consultant is the ideal candidate for this contract.

Unacceptable	The proposal did not respond to the Town’s questions in an acceptable manner
Not Advantageous	Proposal did not adequately respond to all additional Narrative Information as requested.
Advantageous	Proposal was responsive, adequately responded to additional Narrative Information requested, appeared consistent with project intent, and responded to needs expressed by the documents in all areas
Highly Advantageous	Proposal was very responsive, thoroughly responded to additional Narrative Information requested, appeared consistent with project intent, and responded to needs expressed by the documents in all areas.

12. General impression of proposal

Unacceptable	The proposal was not responsive to the Comparative Evaluation Criteria in an acceptable manner.
Not Advantageous	Response is informative, meets the criteria for responsiveness. Reviewer feels proposal reflects that proposer is able to perform in a manner acceptable to

the Town but was not overly impressed by proposer's expression of ability.

Advantageous

Response is informative, meets criteria for responsiveness and communicates well. Reviewer feels proposal reflects that proposer is able to perform in a manner acceptable to the Town, and shows the proposer's commitment to the Town and the project.

Highly Advantageous

Response is concise, informative, and highly detailed. Proposal reflects that provider is able to perform in a manner acceptable to the Town, communicates well and shows the proposer's commitment to the Town and the project. The RFP Evaluation Committee is confident in the provider's overall ability to provide and administer the services as required by the Town.

Work References

(Proposers will be evaluated based upon the answers to the questions posed to references as outlined below).

Reference Check List of Questions:

- 1) Did this Consultant provide the specified services for you or for the community? When? Do you currently use the Consultant for that service?
- 2) Did the Consultant perform the work requested in accordance with the terms of the written contract? If not, where were there deviations?
- 3) How would you describe the working relationship between the Consultant and Town officials and/or lead members of the contracting body?
- 4) How was their performance to project budget?
- 5) Did the Consultant adhere to the rules and regulations associated with your business relationship?
- 6) Overall, on a scale of one to ten, how would you rate the Consultant's performance?
- 7) Would you retain this Consultant's services on future projects?

SECTION VI. PROPOSAL SUBMISSION REQUIREMENTS

Proposal information and required submission forms are only available on the Town's Bonfire Procurement Portal: <https://townofbarnstable.bonfirehub.com>.

All proposers must register and login to access proposal documents and submit their proposals. Forms shall be downloaded from the Town's Bonfire Procurement Portal only, completed in full and uploaded to the Procurement Portal. No other form of submissions will be accepted.

It is the proposers' sole responsibility to familiarize themselves with the Bonfire platform and bid submission requirements. Assistance is available by clicking on "Technical Assistance" when in the portal or emailing Bonfire support: Support@GoBonfire.com.

Proposals must be received in the procurement portal in the **FY23 On Call On-Call Communications Management and Community Outreach Services** project file per the time frame outlined in the legal advertisement. It is the sole responsibility of the offeror to insure that the proposal is submitted on time and at the designated place.

The maximum upload file size is 1000MB. Please do not embed any documents within uploaded files, as they will not be accessible or evaluated.

MGL. Chapter 30B requires that price proposals must be separate from technical proposals. No reference to the actual price proposal shall be contained in any portion of the non-price proposal outlined below. Failure to adhere to this requirement will result in disqualification.

A. NON-PRICE PROPOSAL

- 1) **Appendix A – Required Form 1 - Proposal Cover Page**, including name of Agency/Consultant, address and telephone number, signed in ink by someone authorized to sign such documents.
- 2) **Appendix B – Required Form 2 – Certificate of Non-Collusion**
- 3) **Appendix C – Required Form 3 – State Certification**
- 4) **Required Submittal- Financial Statements:** Attach Financial Statement for two previous calendar years attested by a CPA or Bank Officer. This financial information will only be used if financial information provided in proposal is not adequate to communicate financial capabilities. If you do not provide financial statements, you must include a letter to that effect and provide some other means to determine the financial status of your company.
- 5) **Non-Price Technical Proposal**

DO NOT INCLUDE ANY REFERENCE TO PRICE IN THE NON-PRICE TECHNICAL PROPOSAL

B. PRICE PROPOSAL

The pricing portion must include

Appendix D – Required Form 4: Price Proposal. Must include a complete rate structure including all hourly rates by discipline/position and any other associated charges for additional services, including applicable disciplines. The fixed fee for the services for each project shall be negotiated for each project based on the fixed rates submitted with the proposal.

C. CONTACT INFORMATION

Clarification and interpretations of this Request for Proposal must be requested in writing to the Town's Bonfire Procurement Portal:

<https://townofbarnstable.bonfirehub.com> in the Vendor Discussion section in the appropriate project file. Responses will be made in the procurement portal as an Addendum. The last day to submit written requests is as noted on the project schedule included in the RFP.

Staff Contact: Amber Patterson, Chief Procurement Officer

Email: ProcurementMailbox@town.barnstable.ma.us

Phone: 508-862-4741

APPENDIX A – Required Form 1: Proposal Cover Sheet

Download, complete & upload to Town’s Bonfire Procurement Portal: <https://townofbarnstable.bonfire.hub.com>

Business Name:	
Business Address:	
Business Phone Number:	
Contact Name:	
Contact Address:	
Contact Phone Number:	
Contact Email Address:	
Name of Authorized Signer:	
Authorized Signature:	

For Town of Barnstable tracking purposes, is the submitting proposer state certified as

_____ **MBE or** _____ **WBE** _____ **Not a MBE or WBE (please check if applicable)**

Please Acknowledge Addendums by Number here: _____

Proposal Checklist:

- **Non-Price Proposal forms**

- ✓ Appendix A - Required Form 1: Proposal Cover Sheet
- ✓ Appendix B - Required Form 2: Certificate of Non Collusion
- ✓ Appendix C - Required Form 3: State Taxes Certification Clause
- ✓ Required Submittal- Financial Statements
- ✓ Non-Price Proposal: Technical proposal shall be uploaded in pdf format. Maximum upload file size is 1000MB. Do not embed any documents within uploaded files, as they will not be accessible or evaluated.

Do not include any reference to prices in the Non-Price Technical Proposal.

- **Price Proposal form**

- ✓ **Appendix D – Required Form 4: Price Proposal form (*See pages 26-27 Section B for details of submission requirements)**

Bonfire technical assistance available through link in portal and by email:

Support@GoBonfire.com

APPENDIX B – Required Form 2: Certificate of Non-Collusion

Download, complete & upload to Town’s Bonfire Procurement Portal: <https://townofbarnstable.bonfire.hub.com>

TOWN OF BARNSTABLE

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.

Consultant

Signature

Address

Print Name & Title of Authorized Signer

Telephone

Date

Email

APPENDIX C – Required Form 3: State Certification Clause

Download, complete & upload to Town’s Bonfire Procurement Portal: <https://townofbarnstable.bonfire.hub.com>

TOWN OF BARNSTABLE

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.

APPENDIX D - Required Form 4 – Price Proposal Form

Download, complete & upload to Town’s Bonfire Procurement Portal: <https://townofbarnstable.bonfire.hub.com>

FY23 On Call On-Call Communications Management and

PROJECT NAME: Community Outreach Services

Business Name: _____

Attach to this pricing sheet a complete rate structure including all hourly rates by discipline/position and any other associated charges for additional services, including applicable disciplines.

The fee for the services for each project shall be negotiated with the successful consultant for each project.

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

Business Name: _____

Business Address: _____

Authorized Signature: _____

Print Name and Title of Authorized Signer: _____

Email Address: _____

Phone Number: _____

Date: _____

APPENDIX E – Contract

Proposers must agree to enter into the contract below if awarded.

AGREEMENT BETWEEN TOWN AND CONSULTANT

THIS CONTRACT, made and entered into this _____ day of _____ 20____ (the “Commencement Date”), is by and between the **TOWN OF BARNSTABLE, CAPE COD GATEWAY AIRPORT COMMISSION, 480 Barnstable Road, Hyannis, Massachusetts 02601** (the “Town”), and _____ with legal address and place of business at _____ (the “Consultant”).

WITNESSETH: That for and in consideration of payments to be made by the Town and mutual promises as set forth herein, the Consultant hereby agrees with the Town to provide professional consulting services to the Cape Cod Gateway Airport for **ON-CALL COMMUNICATIONS MANAGEMENT AND COMMUNITY OUTREACH SERVICES** (the “Services”) whose specifications are as set forth in the Request for Proposal issued DATE and Consultant’s proposal submittal dated DATE, which are attached hereto and made part of this Contract, and collectively evidence and constitute this contract;

NOW, THEREFORE, the Town and Consultant agree as follows:

ARTICLE 1: DEFINITION OF TERMS

1. GENERAL LAWS -- The General Laws of the Commonwealth of Massachusetts as amended including any rules, regulations and administrative procedures implementing said laws.
2. TOWN -- The Cape Cod Gateway Airport or its representative who is duly authorized to act in the execution of the work covered by this contract.
3. DIRECTOR -- The Manager of the Cape Cod Gateway Airport or their authorized representative.
4. PROJECT -- The services to be provided as specified in the Scope of Services
5. CONSULTANT -- The person or consultant performing services under this Contract.
6. APPROVAL OF THE TOWN/DIRECTOR -- A written communication from the Town, the Director, or authorized representative, to the Consultant expressing the Cape Cod Gateway Airport approval of services or documents prepared by the Consultant, which communication in no way relieves the Consultant from responsibilities under this Contract.

ARTICLE 2: RESPONSIBILITIES OF THE TOWN

1. The Town administers this Contract to ensure that the project meets the Town's needs and conforms to the guidelines and standards supplied by the Town.
2. The Town shall, without unreasonable delay, render all approvals required by this Contract in writing to the Consultant, or shall notify the Consultant in writing why such approvals are being withheld.
3. For satisfactory performance of all services required in this contract, the Town shall compensate the Consultant in accordance with the provisions of Article 9 below.
4. The Town shall furnish to the Consultant available data for each project task as available. All such data and any other data provided to the Consultant by the Town shall remain the property of the Town of Barnstable. The Consultant may use all data provided by the Town only for the purposes of this Contract, unless the Town gives the Consultant specific written permission for

some other use.

5. The Town does not guarantee nor does it make any express or implied warranties concerning the accuracy of information furnished and the Consultant must satisfy himself as to the correctness of data, except in instances where the Town makes specific written exceptions. The Consultant shall, within the fee provided in Article 9, analyze and evaluate the information furnished by the Town.

ARTICLE 3: PROFESSIONAL RESPONSIBILITY AND SERVICES TO BE PERFORMED

1. The Consultant shall perform the services in accordance with the scope of services set forth in **Attachments A and B** hereto. The Consultant shall be responsible for the professional and technical accuracy and the coordination of all reports and other work furnished by the Consultant. Consultant shall meet the approved schedule and submittal dates established during the course of this contract for each assigned project.
2. Key employees of the Consultant to be assigned to this project are as stated in proposal submittal dated _____. Should it become impossible for a contractually committed individual to complete his/her duties, for a reason such as termination of employment, any change to the Consultant's staffing as outlined in the proposal will be subject to the approval of the Town. The Town 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 and qualifications level equal to or greater than the person being replaced unless approved by the Town in writing.
3. The Town's review, approval or acceptance of, or payment for, any of the services furnished shall not be construed as a waiver of any rights under the contract or of any cause of action arising out of the performance of the contract.

ARTICLE 4: ENTIRE CONTRACT

Contract attachments hereby incorporated into this Contract are as follows:

1. Town Request for Proposal dated _____, including Addendums _____ – Attachment A; and
2. Consultant Proposal Submittal dated _____ – Attachment B

Order of precedence – In the event of any conflicts in the documents contained herein, or in the event that any terms are deemed to be ambiguous, the following documents are to be referred to in the following order as evidence of the meaning and intent of the parties; 1) This Contract; 2) Town Request for Proposal (and any addendums thereto); and 3) the Consultant proposal.

This Contract, including the attachments set forth above, constitutes the entire Contract between the parties, and there are no agreements with respect to the subject matter hereof other than those incorporated herein. This Contract may not be changed, altered, amended, modified, or terminated orally, and any change, alteration, amendment, or modification must be in writing and executed by the parties hereto.

ARTICLE 5: CONSULTANTS, SUBCONTRACTING, SUCCESSORS AND ASSIGNMENTS

1. The Consultant shall not employ subconsultants, sublet, assign or transfer any part of the services or obligations under this Contract without the prior written approval of the Town. The

Town may rescind this approval if a subconsultant is incompetent, irresponsible or otherwise unsatisfactory, and the Consultant shall remove such subconsultant from the work. The Town's written consent shall not in any way relieve the Consultant from his responsibility for the work or materials furnished.

2. When the Consultant receives payment from the Town, the Consultant shall within 14 calendar days make payment to each subconsultant whose work was included in the work for which such payment was received from the Town. The Town shall have the contractual right to investigate any breach of a sub consultant's contract and to take corrective measures necessary for the best interest of the Town including contract termination.

ARTICLE 6: TIME RECORDS

The Consultant shall cause to be maintained complete, accurate and detailed records of all time devoted to the project by the Consultant and each subconsultant employed by the Consultant. The Town may at all reasonable times audit such records. For construction contracts, the Consultant shall maintain accurate and detailed accounts for a six-year period after the final payment in accordance with Massachusetts General Laws Chapter 30, section 39R (b) (1).

ARTICLE 7: COMPLIANCE WITH LAWS

The Consultant warrants that its services will comply with and conform to all applicable federal, state, and local laws, regulations, ordinances, and by-laws. The Consultant shall exercise due care in accordance with generally accepted standards of professional practice, to perform the work required under this contract. Unless otherwise provided by law, the Consultant shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Consultant's failure to comply with the provisions of this Article and, in addition to the requirements of Article 18, shall indemnify, defend and hold harmless the Town against any liability incurred as a result of a violation of this section.

ARTICLE 8: DATA RIGHTS, RECORD DRAWINGS, REPORTS, CALCULATIONS

1. All information acquired by the Consultant from the Town or from others at the expense of the Town in the performance of this Contract shall be and shall remain the property of the Town. All records, data files, computer records, work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the Consultant in accordance with this contract for delivery to the Town shall be and shall remain the property of the Town.
2. The Consultant agrees that it will use this information only as required in the performance of this Contract and will not, before or after the completion of this Contract, otherwise use said information, nor copy, nor reproduce the same in any form except pursuant to the sole written instructions of the Town, provided that the Consultant shall be permitted to retain a copy of such information for purposes of documenting the Services.
3. The Town grants to the Consultant an irrevocable, exclusive license to use the Documents as it customarily does for both marketing purposes as well as part of the Consultant's project files from which derivative elements may be re-used. In so doing the Town grants to the Consultant a non-exclusive license to reproduce and re-use the Documents solely for the Consultant's use in providing its services under this, and any, Agreement(s), subject to the following limitations: (1) Town acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Consultant, or for use or reuse by Town or others on extensions of the Specific Project or on any other project without written verification or

adaptation by Consultant; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Town's sole risk and without liability or legal exposure to Consultant or its Consultants; (3) Town shall release and indemnify and hold harmless Consultant and Consultant's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Consultant.

ARTICLE 9: CONSULTANT'S BASIC FEE

This is an on-call contract for On-Call Communications Management and Community Outreach Services as specified in the Request for Proposal dated April 3, 2023. The compensation for the professional services provided under this Contract shall be in accordance with negotiated scope of services per assigned project utilizing the fixed rate amounts included in this Contract.

When the Cape Cod Gateway Airport is ready to proceed with On-Call Communications Management and Community Outreach Services for a particular project that falls under this Contract, the Airport will negotiate the scope of services, Total project cost based on the Fixed Rates in this contract and milestone schedule. A written amendment to this Contract, duly executed by both parties, is required prior to the commencement of any work.

A one (1) year contract with two (2) one (1) year option renewals for these on-call services is being offered.

The fixed rates are set forth in Attachment B. The total Not to Exceed Value in year 1 of the contract is \$60,000, unless the agreement is otherwise modified in writing by the Airport Commission and signed by the Consultant and Town. Contract option renewal fees are to be negotiated.

ARTICLE 10: CONSULTANT COMPENSATION – REIMBURSABLE EXPENSES

All expenses are included in the Not to Exceed Fees set forth in Article 9.

ARTICLE 11: CONTRACT TERM

The Term of this Contract shall commence on the Commencement Date, as set forth above, and shall terminate on completion and acceptance of project services on _____, unless sooner terminated as provided herein.

ARTICLE 12: CHANGE IN LAW ADJUSTMENT

Change in Law Adjustments. As used herein, "Change in Law" means (A) the adoption, promulgation, issuance, modification, or official change in interpretation, after the Effective Date, of any federal, state, or local law, by-law, ordinance, code, regulation, rule, or ruling; (B) the imposition, after the Effective Date, of any condition on the issuance, reissuance, or continued effectiveness of any permit, license, or approval relating to the Scope of Work, which establishes requirements more burdensome than those imposed as of the Effective Date; or (C) the order or judgment or other action of any federal, state or local court, administrative agency, or governmental body relating to the Scope of Work issued after the Effective Date, that relate in any manner whatsoever to the suspension, termination, interruption, or non-renewal of any permit, license, consent, authorization, or approval affecting the acquisition, design, construction, equipping, start-up, operation, maintenance, Township, use, or possession of the Town property related to the Scope of Work. In the event that a Change in Law after the Effective Date increases the operating and capital costs incurred by the Town of Barnstable Cape Cod Gate Airport (the "CIL

Costs”), the payments provided to the Consultant, if the Scope of Work on this Contract is affected, may be adjusted on a mutually acceptable basis that is consistent with generally accepted accounting principles.

ARTICLE 13: FORCE MAJEURE

1. The Contract shall be subject to Force Majeure considerations. Either party hereto shall be excused from performance of any act under the contract if prevented from the performance of any act required by reasons of strikes, lockouts, labor trouble, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party. The period for the performance of such obligation shall be extended for an equivalent period for no additional cost. In the event that the extension is not possible, the Consultant may be required to rebate to the Town a portion of the fee. Consultant hereby agrees to comply with all Town, State or Federal Directives and guidelines.
2. It is agreed, however, that since performance dates of this Contract are important to the implementation of requested services, continued failure to perform for periods aggregating thirty (30) or more days, even for causes beyond the control of the Consultant, shall be deemed to render performance impossible, and the Town shall thereafter have the right to terminate this Contract in accordance with the provisions of the section entitled “Termination of Contract.”

ARTICLE 14: TERMINATION OF CONTRACT

1. By written notice to the Consultant, the Town may terminate this contract in whole or in part at any time for any reason or no reason, or because of the failure of the Consultant to fulfill his contract obligations. If any such termination shall occur without the fault of the Consultant, all compensation and reimbursement due to the Consultant up to the date of termination, in accordance with all contract terms, including proportionate payment for partially completed work, shall be paid to the Consultant by the Town. Such payment shall not exceed the fair value of the work, as the Town shall reasonably determine. No amount shall be allowed for anticipated profit on unperformed services.
2. If the contract is terminated due to the failure of the Consultant to fulfill its obligations hereunder, the Town may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant shall be liable to the Town for any reasonable additional cost occasioned to the Town thereby. These rights and remedies of the Town are in addition to any rights and remedies provided by law or under this Contract.
3. Upon any termination of the Contract, the Consultant shall deliver to the Town all records, data, drawings, specifications, reports, estimates, summaries, and such other information and materials, whether completed or in process, as may have been accumulated by the Consultant in performing this contract.
4. Subject to the provisions explaining Force Majeure, if the Consultant shall fail to fulfill in a timely and satisfactory manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, conditions, or stipulations of this Contract, which failure or violation shall continue for seven (7) days after written notice of such failure or violation is received by the Consultant, then the Town shall thereupon have the right to terminate this Contract 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.

ARTICLE 15: RELEASE AND DISCHARGE

The acceptance by the Consultant of the last payment for services paid under the provisions of the contract and/or in the event of termination of the Contract, shall in each instance, operate as and be a release to the Town and every official, employee and agent thereof, from all claims and liability to the Consultant for everything done or furnished for or relating to the work, or for any act or neglect of the Town or of any person relating to or affecting the work and except that such acceptance shall not release the Town from any liability it would otherwise have for injuries to third parties resulting from the negligent acts or omissions of the Town or its employees.

ARTICLE 16: NOTICES, APPROVALS, INVOICES, PAYMENT SCHEDULE

1. Any notice required under this contract to be given by the Town to the Consultant, or by the Consultant to the Town, shall be deemed to have been so given, whether or not received, if mailed by prepaid postage, hand delivery or submitted by email electronically by, respectively, the Town to the Consultant at the address specified for the Consultant on Page 1 of this Contract, or the Consultant to the Cape Cod Gateway Airport, 480 Barnstable Road, Hyannis MA 02601 Attn: Katie Servis, Airport Manager or by email: kservis@flyhya.com.
2. Invoices submitted for services not required hereunder that have not been previously authorized in writing shall be returned to the Consultant.
3. Monthly invoicing with backup documentation is required and must include the following:
 - Task performed with description of work completed and hourly rates charged by individual performing the task,
 - Task tracking capabilities with percentage of task completed (if applicable),
 - Task number as assigned for the task
 - Contract funding detail with balance remaining noted on each invoice.

ARTICLE 17: INSURANCE

1. General Requirements

(a) The Consultant shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies acceptable to the Town of Barnstable. All such insurance carried should not be less than the kinds and amounts designated herein, and the Consultant agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Consultant to any such kinds and amounts of insurance coverage.

(b) With the exception of Professional Services Liability for architects, designers and engineers, and Worker's Compensation, the Cape Cod Gateway Airport must be named as an additional insured. A certificate of insurance will be provided evidencing the existence of each insurance policy required by this contract and the inclusion of the Town as an additional insured for each applicable policy. Upon execution of the contract the Consultant will provide copies of certificates of insurance to the Town of Barnstable, Procurement Office. The Town reserves the right to request certified copies of any of the insurance policies required by this contract, which shall be provided to the Town promptly.

(c) Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this contract, and shall constitute sufficient grounds for immediate

termination of the same. All insurance maintained as provided for in the above shall be obtained and maintained at the sole expense of the Consultant. Annually, at time of Consultant's policy renewal, updated insurance certificates shall be sent to the Town of Barnstable, Asset Management Office, 230 South Street, Hyannis, MA 02601.

(d) No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Barnstable at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice, and which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, and/or the successor in interest of the Consultant.

(e) All insurance coverage shall be placed with such company as may be acceptable to the Cape Cod Gateway Airport and shall constitute a material part of the contract documents.

(f) The Town of Barnstable shall be named as an additional insured except on workers' compensation policy.

2. Commercial General Liability Insurance

The Consultant shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of liability no less than Two Million Dollars (\$2,000,000.00); and a Products/Completed Operations Aggregate limit no less than Two Million Dollars (\$2,000,000.00) for all injury and damages to or destruction of property during the policy period.

3. Automobile Liability and Property Damage Insurance

The Consultant shall carry business Automobile Liability Insurance covering all owned vehicles with a combined single limit no less than One Million Dollars (\$1,000,000.00) to cover all damage caused by employees, officers, agents or contracted employees of the awarded Consultant.

4. Workers' Compensation Insurance

The Consultant shall carry Workers' Compensation Insurance as required by Massachusetts law.

5. Excess Liability Insurance

The Consultant shall carry excess liability insurance of not less than One Million Dollars (\$1,000,000.00) covering over general liability, automobile, and worker's compensation insurance.

6. Pollution Liability Insurance

The Consultant shall carry pollution liability insurance satisfactory in form and content to the Town providing for a limit of not less than One Million Dollars (\$1,000,000.00), adding the Town as an additional insured. The coverage must extend to first party liability, third party liability and include remediation expense, outside the limits of liability, of a minimum of One Million Dollars (\$1,000,000.00). *(Note: This may be automatically covered in architects, designers or engineers Professional Services Liability policies.)*

7. Professional Services Liability/Errors and Omissions Insurance

(a) The consultant/individual shall also carry Comprehensive Professional Services Liability/Errors and omissions insurance coverage in an amount no less than Two Million Dollars (\$2,000,000.00) *in the aggregate*. Subject to the approval of the Town, the Consultant may have a professional liability policy with a deductible clause if, in the judgment of the Town, the Consultant's financial resources are sufficient to directly absorb the possible expense without assistance.

(b) The coverage shall be in force from the time of the Contract to the date when all contracted work being performed under the contract is completed and accepted by the Town. Since this insurance is normally written on a year-to-year basis, the Consultant shall notify the Town should the coverage become unavailable.

8. Other Liability (as may be necessary)

(a) The Cape Cod Gateway Airport reserves the right to request proof of other insurance coverage depending upon the job for which the Consultant is hired.

(b) The aforementioned insurance coverages shall remain in full force and effect throughout the period of the contract. Similar insurance coverage shall be provided by or in behalf of any subconsultant to cover their operations with the same minimum limits as required of the Consultant. Consultant's insurance shall be primary insurance to all insurance carried by Town.

ARTICLE 18: INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and save harmless the Town and all of the Town's officers, agents and employees from and against all suits and claims of liability of every name and nature, including attorney's fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries to persons or damage to property of the Town or any person, consultant, corporation or association arising out of or resulting from any act, omission, or negligence of the Consultant, subconsultants and its/their agents or employees in the performance of the work covered by this Contract and/or its/their failure to comply with terms and conditions of this Contract, regardless of whether said claim is caused in part by the Town or any third party. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Consultant under contract with the Town. The provisions of this Indemnification section shall survive the expiration or termination of this Contract.

ARTICLE 19: INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Consultant shall at all times during the term of this Contract act as an independent contractor, and shall not have any authority to bind the Town. Consultant and Consultant's employees, agents and/or subconsultants shall not be deemed to be employees or agents of the Town. Further, nothing contained herein shall be construed to create a joint venture, partnership, association or other affiliation between the Consultant and the Town.

ARTICLE 20: LEGAL REQUIREMENTS

1. Non-resident Processing; Signatures

Every Consultant who is a nonresident of the Commonwealth of Massachusetts, or a nonresident co-partner of a Consultant, hereby appoints the Secretary of the Commonwealth of Massachusetts and his successor in office to be his true and lawful attorney in and for Massachusetts, upon whom all lawful processes in any action or proceeding arising out of this contract may be served. When legal process against any such person is served upon the Secretary of State, a copy of such process shall forthwith be sent by registered mail with a return receipt requested by the Town or its lawful Attorney to said Consultant or non-resident copartner at the address set forth in the contract. Said Consultant or said non-resident co-partner hereby stipulates and agrees that any lawful process against it which is served on said attorney shall be of the same legal force and validity as if served on said Consultant or said co-partner. Such authority shall continue in force so long as any liability remains outstanding against said Consultant or said co-partner.

2. Anti-Boycott Covenant (Executive Order #130)

The Consultant warrants, represents and agrees that during the time this contract is in effect, neither it nor any affiliated company, as hereafter defined, will participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Massachusetts General Laws Chapter 151E, sections 2 and 3. If there shall be a breach in the warranty, representation and Contract contained in this paragraph, then without limiting such other rights as it may have, the Town shall be entitled to rescind this contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the Township interests are directly or indirectly owned by the consultant, or by a person or persons, or business entity or entities, directly or indirectly owning at least 51% of the Township interests of the consultant.

3. Access to Consultant's Records (Executive Order #195) The Town shall have the right, at reasonable times and upon reasonable notice, to examine the books, records, and other compilations of data of the Consultant which pertain to the performance and requirements of this contract.

ARTICLE 21: SUPPLIER DIVERSITY AND EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION PROGRAM

During the performance of this Contract, the Consultant, for him/herself, his/her assignees, and successors in interest, agrees that in the performance of all work after award and prior to completion of the contract work, Consultants will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subconsultants, or in the procurement of materials and rental of equipment. Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 15 1B).

ARTICLE 22: CHOICE OF LAW

Governing Law, Jurisdiction and Venue. This Contract shall be governed by and construed pursuant to the laws of the Commonwealth of Massachusetts without regard to its conflict of laws principles. Venue for any legal actions initiated concerning this Contract or arising in any way from and out of this Contract shall be brought in the appropriate state court sitting in Barnstable County, having jurisdiction over said claim. The parties waive any right they may have to venue in any other jurisdiction.

ARTICLE 23: WAIVERS

The provisions of this Contract can be waived only through a written instrument duly executed by both parties, except where otherwise stated herein. Forbearance or indulgence by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

ARTICLE 24: AMENDMENTS

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

ARTICLE 25: SEVERABILITY

If any provision of this Contract is declared or found illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

THIS SECTION INTENTIONALLY BLANK – SIGNATURE PAGES FOLLOWS

IN WITNESS WHEREOF, the parties to these presents have executed this contract in the year and day first above mentioned.

Approved as to form:

By:

By: COMPANY NAME

Cape Cod Gateway Airport Legal Counsel

Authorized Signature

DATE

Print Name of Authorized Signer & Title

By: CAPE COD GATEWAY AIRPORT COMMISSION

Cape Cod Gateway Airport
Commission Chairperson

DATE

Print Name and Title

THIS SECTION INTENTIONALLY BLANK – SIGNING AUTHORITY PAGE FOLLOWS

SIGNATORY AUTHORIZATION FORM

DATE: _____

PROJECT NAME: _____

CWSRF#: _____

At a duly constituted meeting of _____ held on _____
(Name of Corporation) (Date of Meeting)

at which all Directors were present or waived notice, it was voted that:

(Name of Officer) (Title of Officer)

of this company, be and he/she is hereby authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf of such

_____ under seal of the company, shall be valid and
(Officer)

binding upon this company.

A TRUE COPY, ATTEST:

(Clerk of the Corporation) (Print Name & Signature)

Place of Business: _____

I hereby certify that I am the clerk of the _____ and that

_____ is duly elected _____ of
(Print Name of Officer) (Print Signature Name & Title)

Company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of signature of this contract.

(CORPORATE SEAL)

(Clerk of the Corporation)

IF A FOREIGN CORPORATION: I hereby certify that I comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39L and Chapter 156D as they relate to Foreign Corporations.

(Check one) Not Applicable I comply and am registered and in good standing with the Massachusetts Secretary of State.

NOTARIZATION:

On this _____ day of _____, 20 ____, before me, the undersigned notary public, Personally appeared _____, proved to me through satisfactory evidence of identification, which were _____ to be the person whose name is signed on the preceding or attached document in my presence.

Notary Public

My commission expires: _____