

The City of Waltham



**Invites,
Interested Parties
To propose the best plan under the rules of MGL Ch. 30B Sect.5**

For the selection of a:

**Capacity, Management, Operation & Maintenance (CMOM)
Program Assessment and Corrective Action Plan Consultant**

Your response is due to the Purchasing Office no later than

10:00 am Tuesday December 10, 2019

Project Briefing: Monday December 2, 2019 at 10:00 AM

(Meet in the Auditorium at 119 School Street, Waltham, MA 02452)

Last day for Written Questions: Tuesday December 3, 2019 at 12 Noon

(Email to Jpedulla@city.waltham.ma.us)

**REQUEST FOR BID
FOR THE SELECTION OF A
Capacity, Management, Operation & Maintenance (CMOM)
Program Assessment and Corrective Action Plan Consultant**

The City of Waltham is seeking responses from qualified Designer Firms registered and licensed in the Commonwealth of Massachusetts for the preparation of plans and specifications, cost estimating, bidding documents, construction documents and construction Administration for the CMOM Plan.

I. GENERAL INFORMATION AND SUBMISSION REQUIREMENTS.

- 1) The solicitation can be obtained from; and will be accepted at the City of Waltham, www.city.waltham.ma.us/bids until **10:00 AM, December 10, 2019** for this Request for Qualifications which is made in accordance with MGL c.30B §5. **The original, which shall bear “wet” signatures, and three copies of the proposal are required.**
- 2) Award date. Award will be made within forty-five (45) days after the due date unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties. All responses submitted shall be valid for a minimum period of forty-five (45) calendar days following the date established for acceptance.
- 3) **Questions** concerning this solicitation must be submitted in writing to: Joseph Pedulla/CPO at jpedulla@city.waltham.ma.us **before 12 noon December 3, 2019.** Questions may be delivered, mailed, emailed, jpedulla@city.waltham.ma.us. Written responses will be mailed, via addenda, to all respondents on record as having requested the solicitation.
- 4) **A Project Briefing** will be held **10.00 AM December 2, 2019** in the Auditorium of 119 School Street, Waltham, MA 02452
- 5) After the bid opening, a respondent may not change any provision of the bid in a manner prejudicial to the interests of the City of Waltham or fair competition. Minor informalities will be waived or the respondent will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended bid, and the respondent will be notified in writing; the respondent may not withdraw the bid. A respondent may withdraw a bid if a mistake is clearly evident on the face of the bid, but the intended correct bid is not similarly evident.
- 6) The City of Waltham reserves the right to reject any and all responses and to waive any informality received whenever such rejection or waiver is in its best interest.
- 7) The City of Waltham will not be responsible for any expenses incurred in preparing and submitting response. All responses shall become the property of the City of Waltham.
- 8) Responders must be willing to enter into the City of Waltham standard form of contract that will include the scope of services description of this solicitation.
- 9) The bid, and any subsequent contract for the services, is hereby issued in accordance with applicable Massachusetts General Laws. The selected respondent shall be expected to comply with all applicable state and federal laws in performance of service.
- 10) Responses received prior to the date of opening will be securely kept, unopened. No responsibility will attach to an officer or person for the premature opening of a bid not properly addressed and identified.

- 11) Any response received after the advertised date and time for opening will be returned to the responder unopened.
- 12) Purchases by the City of Waltham are exempt from federal, state and municipal sales and/or excise taxes.
- 13) All the documents in the COMPLIANCE Section must be included with the bid response. The bid must be signed by the authorized individual(s). All forms must bear original “wet” signatures.
- 14) Unexpected closures. If, at the time of the scheduled bid opening, City Hall is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the bid opening will be postponed until 2:00 PM on the next normal business day. responses will be accepted until that date and time.
- 15) Responses to the solicitation must be prepared according to the guidelines set forth herein. Selection of the successful responder will be based upon an evaluation and analysis of the information and materials required under the solicitation.

II. SCOPE OF SERVICES.

1. Overview of request:

The City of Waltham seeks an engineering firm to provide professional consulting engineering services to **complete and deliver to the City within 270 days of the Notice to Proceed**, a draft CMOM Plan consisting of a Capacity Management Operation and Maintenance Program Assessment and a Corrective Action Plan (CAP) (collectively, the CMOM Plan). Within one hundred and twenty (120) days of MassDEP’s issuance of comments, the Respondent shall submit to MassDEP for approval the final CMOM that includes response(s) to MassDEP’s comments. The written assessment shall include, but not be limited to, a system inventory and assessment of current system condition, including current operations and maintenance procedure repairs, training, staffing and budgets and an analysis of what is needed to provide proper operation and continuing maintenance of the sanitary sewer collection system, and shall include the completion of the wastewater collection system. A CMOM Program self-assessment checklist found at <https://www3.epa.gov/npdes/pubs/cmomseifreview.pdf>, is to be filled out and completed by the consultant.

The CMOM Plan shall be provided by the selected consultant in a preliminary form within 270 days of the Notice to Proceed. The final draft/version ready for submission by the City to MassDEP shall be provided by the consultant to the City within 120 days of having received review comments from the City and MassDEP on the preliminary/draft of the CMOM Plan. The CMOM plan shall be developed in accordance with EPA’s Guide for Evaluating Capacity, Management, Operation and Maintenance (CMOM) Programs at Sanitary Sewer Collection Systems (EPA 305-B-05-002, January 2005) to determine whether improvements are necessary in order to maintain the infrastructure of the collection system and to reduce the risk of future sanitary sewer overflows (SSOs), and building/private party back-ups. .

The CMOM Plan shall include, at a minimum, the following:

1. An inventory of the City’s collection system, that characterizes the age, condition, type of construction, and operation of each element of its collection system, and provides for further assessments where warranted.
2. An assessment of the capacity of critical elements of the collection system.
3. An assessment of the City’s operation and maintenance practices, including reviewing of the staffing plan, all of which shall comprise of the CMOM Program Self-Assessment.
4. An implementation schedule for any short or long-term actions necessary to preserve the infrastructure of the collection system and to reduce the risk of future overflow from the collection system.

TASK 1 – CMOM Program Assessment:

The selected consultant shall complete an assessment of the City's current operation and maintenance practices, all of which shall comprise the "CMOM Program Self-Assessment." The CMOM Program Self-Assessment shall be conducted in accordance with EPA's Guide for Evaluating Capacity, Management, Operation, and Maintenance (CMOM) Programs

at Sanitary Sewer Collection Systems (the "Guide for Evaluating CMOM Programs") and the CMOM Program Self-Assessment check list is to be filled out by the Consultant; as part of the CMOM Program Self-Assessment.

The selected consultant shall:

1. Review all applicable information, data, surveys, reports and existing drawings related to the Project including, but not limited to:
 - a. Staff interviews;
 - b. Review of organization structure and job descriptions;
 - c. Review of Staffing Plan of Engineering Department and Water & Sewer Division of CPW, and comparison with similar size communities. Review shall include:
 - i. Staffing levels
 - ii. Current vacancies, and timeframes positions remain vacant
 - iii. Current use of contract services for Operations & Maintenance tasks
 - iv. Need for additional staff and/or contract operations in meeting future demands; and
 - v. Staff training needs;
 - d. Review of Sewer and Fats, Oils and Grease (FOG) ordinances, and review of Electronic FOG inspection records;
 - e. Review of annual budgets for the last 3 complete fiscal years, current year and Capital Improvement Plan (CIP);
 - f. Review of pump station inspection records and site visits of sewer pumping stations;
 - g. Review of 2011 Sewer System Facilities Plan & Hydraulic Model;
 - h. Review of the 2011 Wastewater Collection System Operation and Maintenance Manual, including SOPs (Standard Operating Procedures) for routine maintenance, inspections, cleaning, repair and rehabilitation of the collection system and pump stations, as well as SSO notification program, safety manual (CMOM 2.2.4), emergency response plan (CMOM 2.2.5), and inventory of spare parts;
 - i. Review of Phase 1 Assessment Report prepared by FST;
 - j. Review of SSES (Sewer System Evaluation Study) Reports, IDDE (Illicit Discharge Detection & Elimination) Program Reports, and Sump Pump Program Reports and records from 2004 – present;
 - k. Review of the private "Sewer Bank" Records;
 - l. Review of SSO Records;
 - m. Review of Public Complaint Records;
 - n. Review of Capital Improvement Projects Completed 2004-Present;
 - o. Review of Water and Sewer Rates 2004-Present;
 - p. Review of overall map of system, showing facilities such as pump stations, major gravity sewers, and force mains, as well as the collection system master plan and as-built plans;
 - q. Review flow records or flow monitoring data, including MWRA metering locations;
 - r. Opportunities for Community Support Services from MWRA operations staff; and
 - s. Evaluation of the City Public Education activity relative to FOG and SSO's, with results and recommendations provided in the CAP.

In reviewing the City's Operation & Maintenance practices, the work shall also consider the New England Interstate Water Pollution Control Commission (NEIWPCC) manual on Optimizing Operation, Maintenance, and Rehabilitation of Sanitary Sewer Collection Systems (December 2003), and the U.S. EPA Region 1 Wastewater Collection System Toolbox (at: <https://www3.epa.gov/region1/sso/toolbox.html>).

2. Using the City's existing GIS data, develop a hydraulic sewer model using sewer modeling software, available O&M data, and field measurement. The hydraulic model is needed to determine the hydraulic capacity of critical pipe and manhole segments within the collection system, determine flow characteristics, predict system response for various design storms and evaluate flow efficiencies resulting from proposed sewer improvements. Hydraulic loading in the model will be made up of sanitary loading, dry weather infiltration, and rain-derived inflow and infiltration (RDII). A PDF copy of the Sewer Collection System in GIS is available for review. Contact the Purchasing Agent, Joe Pedulla for more information at jpedulla@city.waltham.ma.us. In creating the model required by this section, the consultant shall at a minimum:
 - a. Conduct flow measurement to calibrate the hydraulic model;
 - b. Map and incorporate all stoppage reports from 1996 to present in GIS (available as an excel spreadsheet); and
 - c. Map and incorporate all SSO locations in GIS; and
3. Use collected data in conjunction with asset attribute data such as age, material, known maintenance issues, areas of known capacity limitations, and SSO events to establish average representative assessment conditions for typical areas to be used in the CMOM analysis. Data collected on these locations will be extrapolated using statistical analysis to assess the condition of similar representative system assets
4. Provide a definition of variables, a list of assumptions, and engineering criteria utilized within the model and GIS sewer system data set. All the documentation presented shall be in a format that organizes the data in a simple, logical, and systematic manner. The consultant shall explain the rationale for how assumptions were made, the basis of the data, and how the data was derived, and be easily retrievable and understood by the City Engineer.

TASK 2 – Corrective Action Plan:

Upon completion of Task 1, the CMOM Program Assessment, the selected consultant will develop a Corrective Action Plan, including proposed implementation schedules based upon their findings. The Corrective Action Plan shall address all deficiencies identified as part of Task 1. The Plan will include but not be limited to the following:

1. General information regarding the sewer system, pumping stations, responsible staff, and the administration of the system;
2. Information regarding goals and management of the system, training, and legal authority, including performance goals and level of service standards;
3. Protocols for ongoing condition assessment of sewer system assets to be conducted by City staff and/or outside contractors. This includes recommendations for data gathering and management;
5. Summary of existing O&M procedures, including Fats, Oils, and Grease (FOG), SSO reporting and emergency response, industrial pretreatment (IPP), gravity pipeline and pump station O&M, reactive maintenance, removal of Infiltration/Inflow (I/I), IDDE, education and pollution prevention programs and sanitary sewer system capacity evaluations.
Recommendations for improved operations and maintenance practices which may include greater use of preventative and predictive maintenance concepts and modifications to the scope and scheduling for O&M tasks;
6. Identification of staffing needs, based on recommended changes to asset management and maintenance practices; identification of staff by title and identification of each person's responsibilities relative to, asset management, O&M, upgrades, regulatory reporting, etc.;
7. Development of a sewer system training program for the City to implement for its staff with respect to maintenance strategy, reporting, asset management, software tools, and management of the program; and
8. Using the Hydraulic model developed as part of Task 1, the consultant shall report the following;
 - a. List of locations where additional assessment or investigation is warranted;

- b. An assessment of the capacity of the critical elements of the collection system;
- c. Ranking of the critical deficiencies of sewer mains, manholes, pump stations, and siphons within the collection system;
- d. Assessment of the condition of sewer collection system infrastructure components; and
- e. Establishment of a recommended replacement and rehabilitation schedule for wastewater sewer infrastructure components and phasing plan, including a risk based approach to optimally manage the sanitary sewer/collection system assets and rank the priorities for same.
- f. Preparation of a typical “daily routine” for sewer system O&M, including, but not limited to following up on stoppages, maintenance reporting, jetting schedule, manhole cleaning/inspection schedule and incorporating the pumping station attendant’s logs/site visits into electronic records on City network.

III. PROGRESS MEETINGS:

The following progress meetings will be held with the City:

- 1) Start-up meeting upon signed contract, meet team, get data, reports, records and forms.
- 2) Coordination meeting including:
 - Schedule staff interviews;
 - Hydraulic model and data input complete;
 - Flow metering plan in place;
 - Pumping station attendant and contract operator;
 - Tour facilities and view available equipment/sewer maintenance vehicles.
- 3) Self-help checklist sub-meeting with project managers and city representatives.
- 4) Technical input – hydraulic model – flow metering strategy session meeting.
- 5) Progress meeting at 100 days/50% review with City from the Notice to Proceed.
- 6) Preliminary draft report and Corrective Action Plan meeting at 135 days from the Notice to Proceed.
- 7) Final draft meeting prior to submission of report and CAP to MassDEP.

IV. DELIVERABLES:

The Consultant will complete a Draft CMOM Program Assessment and Corrective Action Plan and deliver to the City within 270 days of the Notice to Proceed.

The Consultant will complete and deliver a Final CMOM Program Assessment and Corrective Action Plan within one hundred and twenty (120) days of MassDEP’s and City’s issuance of comments.

The consultant will provide the City with a CMOM Program Self-Assessment checklist filled out in accordance with EPA guidelines.

As part of the consultant’s required services, a hydraulic model of the sewer collection system, including pumping stations, is to be prepared, calibrated and delivered to the City.

V. COST PROPOSAL:

Cost proposal for providing professional engineering services to conduct the CMOM Program Assessment and develop Corrective Action Plan, shall include all work necessary to successfully complete Tasks 1 & 2, as detailed above on the price proposal sheet. This should be submitted with the qualifications proposal in separate, sealed envelope clearly marked “Price proposal – City of Waltham CMOM”.

The Base Proposal will be the total cost for Tasks 1 & 2. This will be considered the basis for evaluation and ranking in the selection process.

VI. RESPONSIBILITIES OF THE CITY OF WALTHAM:

The City will provide to the Consultant all available record information, review the consultant's work and provide comment as needed.

VII. CONSULTANT'S LIABILITY:

Professional services provided by the CONSULTANT shall be in accordance with the generally accepted engineering principles and practices. The CONSULTANT shall be liable for all damage caused by errors or omissions in his work or the work of his subcontractors, agents or employees performed under the contract entered into by the CITY and the selected CONSULTANT. The CONSULTANT expressly agrees that his subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

Questions concerning this RFP must be submitted in writing to:

Joseph P. Pedulla, Chief Procurement Officer, 610 Main Street, Waltham, MA 02452.

The City shall endeavor to distribute written answers via e-mail to all interested parties of record.

VIII. REVISIONS IN SCOPE OF WORK:

If during the term of the contract, substantial changes are made by the CITY in the scope of character of the work to be performed, the CONSULTANT shall make the necessary changes only after receiving a written order from the CITY and the CITY will adjust the fee accordingly. In the event that no such written agreement regarding payment ceiling adjustment has been executed prior to the performance of such increased work, the CONSULTANT shall not be entitled to any additional fee. Accordingly, the CONSULTANT is under no obligation to perform work reflecting a change in scope if he has not received a written adjustment of the fee.

IX. SUBMISSION OF BID:

Please submit six (6) copies of the proposal bound by a single staple in the upper right corner and printed single sided.

The proposal shall begin with a cover letter addressed to Mr. Joseph Pedulla, CPO which confirms that the proposer understands and agrees to the provisions of this RFP and which furnishes the following statements or information:

1. Cost proposal
2. Certify that all cost information, salaries, rates, policies, etc. are current, complete and accurate
3. Confirm that all individuals listed in its proposal are committed to performance on the projects
4. State that it will meet the insurance requirements for this project may obtained from office of the City of Waltham, Chief Procurement Officer
5. Say if the firm or any member of the firm is currently debarred from doing business with any government entity or is a party to any pending or current litigation which might adversely affect performance on this project
6. Declare if the firm has filed for the protection of U. S. Bankruptcy Court in the last seven years
7. Include information in the cover letter that demonstrates compliance with the minimum threshold requirements
8. Completed "Compliance" section.

Firms planning to submit a proposal are encouraged to ask for background information on any aspect of this request so that the submitted proposal fulfills the requirements of the City Engineer. Such information shall be shared with interested parties of record.

Proposals shall be submitted in writing in a sealed envelope **no later than 10:00 am on Tuesday December 10, 2019** to:

Joseph P. Pedulla
Chief Procurement Officer
City of Waltham
610 Main Street
Waltham, MA 02452-5580

X. PAYMENT

Payment shall be made following receipt of monthly invoices provided deliverables have been received on schedule.

XI. PROPOSAL EVALUATION PROCEDURE

The Chief Procurement Officer will evaluate qualifications on the basis of criteria contained herein. Submittals failing to comply with one or more of the minimum criteria stated below shall be disqualified from further consideration. Submittals that comply with the minimum criteria will be further evaluated on the basis of the comparative criteria

A. Minimum Evaluation Criteria

The Chief Procurement Officer shall reject Proposals which do not meet the following certain minimum requirements:

- 1) Submitting designer firm must have a minimum of five (5) projects during the past five years involving similar Design services.
- 2) The Proposal must be from an individual or established business, corporation, partnership, sole proprietorship, joint stock company, joint venture, firm, or other entity engaged in the practice of providing such services as the principal business for which the entity was formed.
- 3) The firm must possess all necessary current licenses and registrations, as applicable, either within the firm or through independent consultants, to qualify under Massachusetts law to perform the stated services. All consultants carried by the Consultant are to be licensed to provide professional services in the Commonwealth of Massachusetts.
- 4) All Proposers must provide a "Contractor Profile" that includes:
 - a. Full name, tax identification number, main office address and officers of the Contractor that would ultimately enter into a Contract with the City of Waltham.
 - b. History and background including when the Contractor was organized and if a corporation, where incorporated, and how many years engaged in providing the stated services. Provide a complete list of officers and/or associates who will be directly involved with the stated project including name, title, address, telephone number, and e-mail address.
- 5) The Proposal must be signed by an agent of the company who has authority to bind the company to a firm bid price.
- 6) All responses are to include a statement that the Proposal is in accordance with this Request for Qualifications and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.
- 7) Properly complete the Compliance and Bid Price Sheet forms

B. Staffing Requirements

1. The Consultant must set forth the staffing to be utilized for this service, including the estimated percentage of time to be dedicated to this project.
2. Submitting firm must be prepared to contractually commit all individuals as submitted in their Proposal to this service. Any deviation from the proposed will constitute a breach of Contract to any agreement which may result from this Request for Qualifications.
3. The Proposal must include resumes, experience, and qualifications of any proposed consultants that would be utilized by the Proposer in the performance of this contract. Any deviation from the Consultant's listed consultants or their team will constitute a breach of Contract to any agreement which may result from this Request for Proposals. Any change in consultants listed in the Proposal must obtain approval from the City.
4. Should it become impossible for a contractually committed individual to complete his duties, for a reason such as termination of employment, any change in the Proposers staffing as outlined in the Proposal will be subject to the approval of the City of Waltham. The City of Waltham Project Administrator, or designee, shall notify the proposer within fifteen (15) business days of the acceptance or rejection of any such staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced unless approved by the City.

C. Additional Narrative Information

1. List the anticipated amount of support services and/or documents the Procurement Office would be required to provide to you. Define what is not included within your fee proposal.
3. Provide evidence that the firm has an established and implemented Affirmative Action Plan.

D. Miscellaneous Requirements

Public Relations: The City of Waltham and the Proposer shall cooperate in maintaining good public relations throughout the period of this project. Any announcements including, but not limited to, press releases, bill stuffers, flyers, web site information, and so forth, shall be submitted to the Project Manager, or designee, for review and approval before distribution to the public.

The Consultant, or a representative of the firm given the Contract may be required to meet privately or publicly with various representatives, committees, boards, or commissions of the City of Waltham or other public forums, to discuss this project, gather information, and address any concerns or to provide timely updates.

XII. BASIS OF COMPENSATION

The contract awarded will be a fixed price contract not to exceed the awarded amount. [There will be no reimbursable expenses allowed.](#)

Questions concerning this RFP must be submitted in **writing only to:**

Joseph P. Pedulla, Chief Procurement Officer, at jpedulla@city.waltham.ma.us

The City shall endeavor to distribute written answers via e-mail to all interested parties of record.

XIII. EVALUATION AND RANKING OF PROPOSALS AND RULE FOR AWARD:

Each proposal shall be reviewed by a selection committee comprised of at least three members. Proposals will be evaluated upon the basis of the evaluation criteria for selection set forth and other appropriate factors. Submissions will then be ranked in the order of qualification. The first, second and third ranked proposals will be further reviewed and evaluated, including reference checks, by the committee. This further review and evaluation will include interviews or the opportunity to provide additional information to the committee.

Rule for Award

The contract will be awarded to that proposer deemed by the City of Waltham to have submitted the most advantageous proposal, taking into consideration all relevant information, including, without limitation, the proposer's Technical and Price Proposals. The City reserves the right to reject all proposals if determined that is in the best interest of the City.

Evaluation of Proposals

There will be no public opening of submitted proposals. Following the deadline for receipt, the Chief Procurement Officer will open the Technical Proposals and prepare a register of those firms submitting proposals which shall be available for public inspection. All proposal content shall be confidential until the evaluation is final and award has been made.

An Evaluation Committee, appointed by the Chief Procurement Officer, made up of members of the City of Waltham Purchasing Department and Engineering Department will review all proposals. Proposals will be evaluated in accordance with the comparative evaluation criteria below. Final selection of the most advantageous proposal will be based upon an evaluation and analysis of the information and materials provided pursuant hereto. Each member of the Evaluation Committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable to each comparative evaluation criteria.

Upon completion of the technical evaluation, the Chief Procurement Officer will open and evaluate the Price Proposals. A contract will be awarded to the responsive and responsible proposer whose proposal is determined to be most advantageous, taking into consideration cost and evaluative criteria. The City reserves the right to reject any and all proposals and to award a contract as determined to be in the best interests of the City.

Ratings for Comparative Criteria will be weighted as noted:

1. **Cost (45 points):** Appropriateness, reasonableness and competitiveness of the cost proposal, including hourly charges for personnel and responsiveness to cost information requirements. Costs associated with enhancements and/or deletions to the Scope of Services may be considered under this criterion. The Base Proposal (Tasks 1 & 2) shall be considered the basis in this category.
2. **Qualifications of key personnel (20 points):** The identity and qualifications of key personnel, team members and sub-CONSULTANTS available to work on this project, including their expected project assignments. The quality (appropriateness, capability and relevant project experience) of key personnel and continuity of the project team, key personnel and sub-CONSULTANTS throughout the project.

Highly Advantageous: The identity and qualifications of key personnel, team members and sub-consultants available to work on this project, including expected project task assignments, are clear, concise and outlined. The appropriateness, capability and relevant project experience of key personnel is presented, as well as the assurance of continuity of the project team is efficiently presented.

Advantageous: The identity and qualifications of key personnel, team members and sub-consultants available to work

on this project, including expected project task assignments, is presented. The appropriateness, capability and relevant project experience of key personnel is provided but not necessarily specific to job tasks.

Not Advantageous: The identity and qualifications of key personnel, team members and sub-consultants available to work on this project, including expected project task assignments, is presented, but does not sufficiently detail the project approach to provide components necessary to evaluate.

Unacceptable: Key personnel are not identified and/or do not possess the qualifications necessary to complete the scope of services.

3. **Similar experience/past performance on similar projects (15 points):** The proposer's prior similar experience, including the work which best illustrates the team's most relevant experience, ability and expertise to perform the services requested in this RFP; and the proposer's past performance on similar projects, ongoing and completed within the past five years. The committee will review project descriptions and references from 3 communities in Massachusetts for systems of similar in size and complexity where the CONSULTANT has performed services similar to those included in this request.

Highly Advantageous: The Proposer has three or more similar projects they have performed on within the past five years.

Advantageous: The Proposer has more than one but less than three similar projects they have worked on within the past five years.

Not Advantageous: The Proposer has worked on one similar project within the past five years, or has worked on one or more over five years ago.

Unacceptable: The Proposer has never worked on a project of this type.

4. **Familiarity with Waltham Sewer System (5 points):** The proposer's prior similar experience, including the work which best illustrates the team's most relevant experience, ability and expertise to perform the services requested in this RFP; and the proposer's past performance on similar projects, ongoing and completed within the past five years. The committee will review project descriptions and references from 3 communities in Massachusetts for systems of similar in size and complexity where the CONSULTANT has performed services similar to those included in this request.

Highly Advantageous: The Proposer has consulted with the City of Waltham or a municipality of similar size/complexity on at least three sewer system projects in the past five years, and provides at least three references from communities in Massachusetts where the consultant has performed similar services.

Advantageous: The Proposer has consulted with the City of Waltham or a municipality of similar size/complexity of more than one but less than three sewer system projects in the past five years, and provides more than one but less than three references from communities in Massachusetts where the consultant has performed similar services

Not Advantageous: The Proposer has consulted with the City of Waltham or a municipality of similar size/complexity on no more than one sewer system project in the past five years, or has worked on one or more over five years ago, and provides only one reference from a community in Massachusetts where the consultant has performed similar services.

Unacceptable: The Proposer has never worked with the City of Waltham or a municipality of similar size/complexity on sewer system projects and/or provides no references from communities in Massachusetts, or the references are negative in nature.

5. **Technical Approach, Capacity, Management Approach (15 points):** The quality, completeness and methodology of the technical approach envisioned for the project in response to the Scope of Services. The proposer's capacity to apply and commit itself successfully to the project tasks and to complete required services; its absence of conflicting commitments to concurrent projects; and its scheduling. The clarity, completeness and effectiveness of the proposed organizational structure and the proposed management

approach required to successfully manage this project. The demonstrated ability of the team to work together effectively, to maintain schedule and cost control on this project, to resolve resource constraints, and to interact effectively with City of Waltham operations and staff.

Highly Advantageous: The quality, completeness and methodology of the technical approach envisioned for the project in response to the scope of services is detailed, logical and highly efficient. The proposer's capacity to apply and commit itself successfully to the project tasks and to complete the required services is presented, including absence of conflicting commitments to concurrent projects and scheduling. The proposed organizational structure and proposed management approach is presented with clarity, completeness and effectiveness. The ability of the proposer's team to work together effectively, maintain schedule and cost control, resolve resource constraints and interact effectively with City operations and staff is addressed with clear and concise description.

Advantageous: The quality, completeness and methodology of the technical approach envisioned for the project in response to the scope of services is presented with some detail and is marginally efficient. The proposer's capacity to apply and commit itself successfully to the project tasks and to complete the required services is addressed but has some possible conflicting commitments to concurrent projects and scheduling. The proposed organizational structure and proposed management approach is presented with some minimal detail. The ability of the proposer's team to work together effectively, maintain schedule and cost control, resolve resource constraints and interact effectively with City operations and staff is addressed but with only marginal description.

Not Advantageous - The quality, completeness and methodology of the technical approach envisioned for the project in response to the scope of services is presented with the absence of detail and is not efficient. The proposer's capacity to apply and commit itself successfully to the project tasks and to complete the required services is not addressed. The proposed organizational structure and proposed management approach is not explained in sufficient detail. The ability of the proposer's team to work together effectively, maintain schedule and cost control, resolve resource constraints and interact effectively with City operations and staff is not included in the approach description.

Unacceptable – Technical approach is presented with no detail, commitment to dedicate to required tasks and schedule is missing, management approach and organizational structure is not included or ability of proposer's team to work together, resolve issues, work with City staff or operations is absent.

XIV. REVISIONS IN SCOPE OF WORK:

If during the term of the contract, substantial changes are made by the CITY in the scope of character of the work to be performed, the CONSULTANT shall make the necessary changes only after receiving a written order from the CITY and the CITY will adjust the fee accordingly. In the event that no such written agreement regarding payment ceiling adjustment has been executed prior to the performance of such increased work, the CONSULTANT shall not be entitled to any additional fee. Accordingly, the CONSULTANT is under no obligation to perform work reflecting a change in scope if he has not received a written adjustment of the fee.

XV. SUBMISSION OF PROPOSAL:

The Proposal shall begin with a cover letter which confirms that the proposer understands and agrees to the provisions of this RFP and which furnishes the following statements or information at a minimum; the Statement of Qualifications shall include the following:

- Name, address and brief description of firm and skills.
- Name, phone number and email address of consultant contact.
- Names and addresses of all partners, officers, and directors and any other person with an ownership interest greater than 5%.
- Names of any Town officials or employees who are related to any of the partners, officers or directors of the firm or have any ownership interest in the firm.
- Names and resume of all professionals who will be assigned to work on the project, including any registrations and numbers.

- A list of projects providing relevant experience during the last five years, which include name, cost of project, cost of design services, date, owner name and contact information. Projects should be identified as completed or ongoing.
- Description of specific skills and qualifications which will be used on project.
- Description of the means and methods which will be used to complete the project.
- If a joint venture, information for all parties to the joint venture.
- Rates for all billable personnel.
- Certify that all cost information, salaries , rates, policies, etc. are current, complete and accurate.
- Confirm that all individuals listed in its proposal are committed to performance on the projects.
- State that it will meet the insurance requirements for this project may obtained from office of the City of Waltham, Chief Procurement Officer.
- Say if the firm or any member of the firm is currently debarred from doing business with any government entity or is a party to any pending or current litigation which might adversely affect performance on this project.
- Declare if the firm has filed for the protection of U. S. Bankruptcy Court in the last seven years.
- Include information in the cover letter that demonstrates compliance with the minimum threshold requirements.
- Other information which document the firms capabilities and qualifications for the project.

Pertinent background information relative to the City's Sewer Collection System will be provided via a drop box. The following documents will be made available through the drop box:

- City of Waltham – Sewer System Facilities Plan and Hydraulic Model – April 2011 Volume I & 2
- City of Waltham – Wastewater Collection System Operation & Maintenance Plan March 2011
- City of Waltham – Phase 1 Assessment Report December 2014

PROPOSALS shall be submitted in writing in a sealed envelopes as noted above, no later than 10.00 a.m., December 19, 2019 to:

**Joseph P. Pedulla,
Chief Procurement Officer
Purchasing Department
City of Waltham
610 Main Street
Waltham, MA 02452-5580
(781) 314-3240**

**AGREEMENT BETWEEN
THE CITY OF WALTHAM
AND**

THIS AGREEMENT made effective _____, 2019, by and between the **CITY of WALTHAM, MASSACHUSETTS**, a municipal corporation, acting by and through its Mayor at 610 Main, Waltham, Massachusetts 02452 (hereinafter called the "CITY"), and _____ whose principal office address and state of incorporation are as set forth (hereinafter called the "CONTRACTOR").

RECITALS:

WHEREAS, the CITY desires to retain the CONTRACTOR to provide certain services for the CITY, as described below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE DESIGNER

- 1.1 The CITY hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement to perform certain services for the CITY, as described in Article 2.
- 1.2 In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the CITY, on the one hand, and the CONTRACTOR, on the other, and the CITY shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

ARTICLE 2 - SERVICES OF THE DESIGNER

- 2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth in this document (the "Work").
- 2.2 The CONTRACTOR shall report, and be responsible, to the CITY and its designee (if any).
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the CITY. The CITY shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the CITY in writing.
- 2.4 The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform its services in a professional manner, and in accordance with the reasonable standard of care implied by law and all applicable local, state or federal ordinances, laws, rules and regulations, all of which are incorporated herein by reference. The CONTRACTOR will obtain and pay for any and all permits, bonds and other items required for the proper and legal performance of the Work.
- 2.5 The CONTRACTOR represents and warrants to the CITY that it is not a party to any agreement contract or understanding which would in any way restricts or prohibits it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.

- 2.6 All written materials and any other documents (whether in the form of “hard” copies, graphics, magnetic media or otherwise) which are received and produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be “work for hire” and shall be and become the property of the CITY upon the receipt and production of such items by the CONTRACTOR. The CITY acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the CITY in connection with any other project shall be at the CITY’s sole risk, unless otherwise agreed to by the CONTRACTOR in writing.
- 2.7 The CONTRACTOR shall be responsible for the professional and technical accuracy, and for the coordination, of all designs, drawings, specifications, estimates and other work or services furnished by CONTRACTOR or its consultants and subcontractors. The CONTRACTOR shall perform its work under this Agreement in such a competent and professional manner that detail checking and reviewing by the CITY shall not be necessary. The CONTRACTOR shall supervise and direct the Work, using its best skills and attention, which shall not be less than such state of skill and attention generally rendered by the design and engineering profession for projects similar to the subject project in scope, difficulty and location.
- 2.8 The CONTRACTOR shall not use any subcontractors or sub-consultants (not identified herein) for any work required under this Agreement unless such use has been approved in advance in writing by the CITY.
- 2.9 Notwithstanding anything to the contrary in this Agreement, the CONTRACTOR shall not be relieved of its obligations under this Agreement by the CITY’s performance, or failure to perform, any of the CITY’s administrative duties under this Agreement, including, but not limited to, the CITY’s review and/or approval of plans, estimates, programs, documents, materials, work and services furnished by CONTRACTOR.

ARTICLE 3 - PERIOD OF SERVICES

- 3.1 Unless otherwise provided, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the City’s reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving Notice to Proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed no later **than 270 days from the date of the Notice to Proceed**. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an unforeseen event beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the CITY shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which, in the City’s reasonable determination, makes the performance of the Agreement impossible without the expenditure of additional CITY funds, the CITY may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

ARTICLE 4 - PAYMENTS TO THE DESIGNER

- 4.1 The compensation due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.
- 4.2 The CONTRACTOR will bill the CITY in two equal invoices at the completion of the work unless otherwise provided with one or more invoices broken down to show the quantity of work performed and the percentage of the

entire project completed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the CITY.

- 4.3 The CITY will pay the CONTRACTOR upon review and approval of such invoices by the CITY or its designee.
- 4.4 This engagement may be subject to budgetary restrictions which may limit the total amount of funds available for the Work. Accordingly, unless otherwise stated on Exhibit B, the CITY will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the CITY.
- 4.5 The CONTRACTOR and its sub-contractors shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the CONTRACTOR in the preparation of the documents, as reasonably determined by the CITY.

ARTICLE 5 - TERMINATION

- 5.1 This Agreement may be terminated, with or without cause, by either the CITY upon written notice given by the City to the other party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The CITY shall have the right to terminate this Agreement for its convenience and without cause upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
- (a) unless the CITY terminates for cause under paragraph 5.1, in which event the CITY shall be under no obligation to make any payments to CONTRACTOR except for those services satisfactorily provided, the CITY shall remain responsible for payments for the services satisfactorily performed and, unless this Agreement is for a lump-sum, expenses of CONTRACTOR reasonably accrued prior to the effective date of the notice of termination in compliance with this Agreement (less the value of any claims of the CITY), all as determined by the CITY in its sole discretion, but for no other amounts, including, without limitation, claims for lost profits on Work not performed; and
 - (b) The CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to WORK performed pursuant to the Agreement.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 The CONTRACTOR agrees to indemnify and save the CITY harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the CITY for any and all costs, damages and expenses, including reasonable attorney's fees, which the CITY pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the CITY with respect to the CONTRACTOR, in connection with this Agreement, and shall survive termination or expiration of this Agreement.
- 6.2 Before commencing work the CONTRACTOR shall obtain and maintain at its expense and from insurance companies of a Best Rating of A or better, which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for the City, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance.
- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable

Workers' Compensation or Benefits laws.

- (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
- (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
- (d) Errors and Omissions Insurance of not less than \$2 million per claim. The coverage shall be in force from the date of execution of the Agreement to the date when all design and construction work is completed and accepted by the CITY, unless, however, the policy is a "claims made policy," in which event the policy shall remain effective and in full force for a period of six (6) years after completion of all design and construction work relating to the engagement.
- (e) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
- (f) Such additional insurance as the CITY may reasonably require, as set forth below.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the CITY twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the CITY. [The City of Waltham is a named additional insured for General Liability](#) with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the CITY upon the execution of this Agreement and at such times thereafter as the CITY may reasonably request.

ARTICLE 7 - GENERAL PROVISIONS

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the CITY upon payment for such to the CONTRACTOR and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the CITY.
- 7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the CITY relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the CITY specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.
- 7.4 This Agreement, together with and any additional exhibits referred to therein, constitute the entire agreement of CITY and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by CITY and CONTRACTOR. If there is any conflict among the terms set forth in the body of this Agreement or in any other document or law incorporated by reference herein, such conflict shall be resolved by giving precedence to the party's address above by certified mail, return receipt requested Terms or provisions contained in the following documents in accordance with the following hierarchy, with the topmost document of the highest priority:
 - A. Applicable federal, state and local laws, rules and regulations.

- B. Amendments to this Agreement, if any.
- C. This Agreement.
- D. Any other attachments to this Agreement.

To the extent the conflict is not resolved by applying the above hierarchy, the conflict shall be resolved in a manner that results in the highest quantity and best quality of goods and services to the CITY.

- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the City is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.
- 7.6 Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.
- 7.7 Notwithstanding anything to the contrary in this Agreement, this Agreement is subject to the appropriation and availability of funds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

For the CITY OF WALTHAM,

For the CONTRACTOR:

MAYOR

Jeannette A. McCarthy, Date

Sign
TITLE: _____
Print Name: _____
Date: _____

PURCHASING AGENT

Joseph Pedulla, Date

CITY SOLICITOR (as to form only)

John Cervone, Date

AUDITOR

Paul Centofanti, Date

Approved as to Funds Available

ENGINEERING DEPARTMENT

Stephen Casazza, City Engineer, Date

PAYMENTS

1. Lump Sum Method
 - a. **Maximum Project Amount:**
 - b. **Payment Increments:** Payment shall be made following receipt of monthly invoices provided deliverables have been received on schedule. Consultant shall be billed directly for all Police Details. The Consultant shall submit invoices based on the percent of work completed. Invoices based on an hourly rate will be rejected and returned to the consultant.
 - c. **Reimbursable Expenses** (if any): None.

COMPLIANCE SECTION

(Wet signatures are required in the following document)

DESIGNER'S PERSONNEL ASSIGNED TO THE PROJECT

(Provide Name, Title and Project Role for Each Individual Listed)

(Use additional sheets if necessary. Note: Do not list any support staff.)

Design Firm Principal:

Design Firm Associate:

Design Firm Project Manager:

Design Firm Project Consultant:

Design Firm CAD Operator:

[The following categories are to be completed for each Consultant.]

Name of Consultant Firm:

Consultant Principal:

Consultant Associate:

Consultant Project Manager:

Consultant Project Engineer:

Consultant CAD Operator:

Name of Consultant Firm:

Consultant Principal:

Consultant Associate:

Consultant Project Manager:

Consultant Project Engineer:

Consultant CAD Operator:

Name of Consultant Firm:

Consultant Principal:

Consultant Associate:

Consultant Project Manager:

Consultant Project Engineer:

Consultant CAD Operator:

Name of Consultant Firm:

Consultant Principal:

Consultant Associate:

Consultant Project Manager:

Consultant Project Engineer:

Consultant CAD Operator:

Name of Consultant Firm:

Consultant Principal:

Consultant Associate:

Consultant Project Manager:

Consultant Project Engineer:

Consultant CAD Operator:

(Wet Signature is required)

DESIGNER'S TRUTH-IN-NEGOTIATIONS CERTIFICATE

The Designer for design services for:

_____, hereby certifies and agrees to the following:

- a) The Designer certifies that the wage rates and other costs used to support the Designer's compensation are accurate, complete, and current at the time of contracting; and
- b) The Designer agrees that the original contract price and any additions to the contract may be adjusted within six years of completion of the contract to exclude any significant amounts if the City of Waltham determines that the fee was increased by such amounts due to inaccurate, incomplete, or noncurrent wage rates or other costs.

Designer Firm:

By: _____

Duly authorized

Print Name _____

Date: _____

(Wet Signature is required)

NON-COLLUSION FORM AND TAX COMPLIANCE FORM

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. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the Purchasing Agent of the City of Waltham was relied upon in the making of this bid

(Signature of person signing bid or proposal) Date

(Name of business)

(Wet Signature is required)

TAX COMPLIANCE CERTIFICATION

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

Signature of person submitting bid or proposal Date

Name of business

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

(Wet Signature is required)

CERTIFICATE OF VOTE OF AUTHORIZATION

Date:

I _____, Clerk of _____ hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the _____ day of _____ at which time a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

VOTED: That _____ (*name*) is hereby authorized, directed and empowered for the name and on behalf of this Corporation to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts and other obligations of this Corporation; the execution of any such contract to be valid and binding upon this Corporation for all purposes, and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation.

I further certify that _____ is duly elected/appointed _____ of said corporation

SIGNED:

(Corporate Seal)

Clerk of the Corporation:

Print Name: _____

COMMONWEALTH OF MASSACHUSETTS

County of _____

Date:

Then personally appeared the above named and acknowledged the foregoing instrument to be their free act and deed before me, _____

Notary Public;

My Commission expires: _____

(Wet Signature is required)

(Wet Signature is required)

CORPORATION IDENTIFICATION

The respondent for the information of the Awarding Authority furnishes the following information.

If a Corporation:

Incorporated in what state _____

President _____

Treasurer _____

Secretary _____

Federal ID Number _____

If a foreign (out of State) Corporation – Are you registered to do business in Massachusetts?

Yes _____, No _____

If you are selected for this work you are required under M.G.L.ch. 30S, 39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that you Corporation is registered, and furnish said certificate to the Awarding Authority prior to the award.

If a Partnership: (Name all partners)

Name of partner _____

Residence _____

Name of partner _____

Residence _____

If an Individual:

Name _____

Residence _____

If an Individual doing business under a firm's name:

Name of Firm _____

Name of Individual _____

Business Address _____

Residence _____

Date _____

Name of Respondent _____

By _____

Signature _____

Title _____

Business Address _____ (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

City State Telephone Number Today's Date

PROVIDE THREE (3) SERVICE APPROPRIATE REFERENCES

1. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

2. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

3. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.

(Wet Signature is required)

DEBARMENT CERTIFICATION

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Waltham. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Purchasing Agent of the City of Waltham at any time during the period of the contract of prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the city of Waltham, the contract will be cancelled and the award revoked.

Company Name _____

Address _____

City _____, State _____, Zip Code _____

Phone Number (____) _____

E-Mail Address _____

Signed by Authorized Company Representative:

Print name _____,

Date _____

(Wet Signature is required)

**Capacity, Management, Operation & Maintenance (CMOM)
Program Assessment and Corrective Action Plan Consultant**

BID PRICE FORM

Price Proposal shall be all inclusive, including all expenses, supplies, materials, travel costs and any other expenses necessary for furnishing services and deliverables as specified in the scope of work as described in the Duties and Responsibilities.

TASK 1 – CMOM Program Self-Assessment:

(In Words)

\$ _____
(In Figures)

TASK 2 – Corrective Action Plan Development:

(In Words)

\$ _____
(In Figures)

BASE PROPOSAL TOTAL (TASKS 1 & 2):

(In Words)

\$ _____
(In Figures)

My Company Acknowledges receipt of Addenda #: _____, _____, _____, _____, _____, _____.

Company's Name: _____

Authorized Signature: _____

Print Name of Authorized Signatory: _____

Date: _____

Email Address: _____