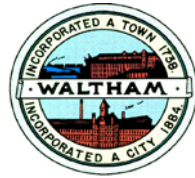


The City of Waltham



**Invites,
Interested Parties
To provide a request for proposal**

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 Friday January 3, 2020

Project Briefing: Monday December 30, 2019 at 10:00 AM

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

Last day for Written Questions: Monday December 30, 2019 at 4.00 PM

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

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

I. GENERAL INFORMATION AND SUBMISSION REQUIREMENTS FOR RESPONSES.

The City of Waltham (the City) is located in the Charles River Basin and encompasses an area of approximately 13.6 square miles. Waltham is located in eastern Massachusetts and is a western suburb of Boston. The City is a member of the Massachusetts Water Resources Authority (MWRA). Sanitary sewage from the City of Waltham is transported via the MWRA South Charles Relief Sewer (SCRS) to the Deer Island Treatment Plant located in the Town of Winthrop. The Deer Island Treatment Plant receives flow from the member communities of the MWRA.

The Waltham sewerage system contains twelve major interceptor sewers, which convey sewage to the MWRA SCRS, and then to Deer Island. There are approximately 4,000 manholes and 137 miles of gravity sewers that range from 6 inches to 42 inches in diameter and six (6) pumping stations.

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 November 4, 2019, 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.

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, January 3, 2020** for this Request for Proposals. **The original, which shall bear “wet” signatures, and three copies of the proposal are required.**
2. Award date. Award will be made within thirty (30) days after the due date unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties.
3. **Questions** concerning this RFP must be submitted in writing to: Joseph Pedulla/CPO at jpedulla@city.waltham.ma.us **before 4.00 PM December 30, 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 30, 2019** in the Auditorium of 119 School Street, Waltham, MA 02452
5. The City of Waltham reserves the right to reject any and all responses.
6. 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.
7. Responders shall enter into a contract t with the City of Waltham that will include the scope of services of this RFP.

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

II. SCOPE OF SERVICES.

1. Overview of request:

The City of Waltham (the City) is located in the Charles River Basin and encompasses an area of approximately 13.6 square miles. Waltham is located in eastern Massachusetts and is a western suburb of Boston. The City is a member of the Massachusetts Water Resources Authority (MWRA). Sanitary sewage from the City of Waltham is transported via the MWRA South Charles Relief Sewer (SCRS) to the Deer Island Treatment Plant located in the Town of Winthrop. The Deer Island Treatment Plant receives flow from the member communities of the MWRA.

The Waltham sewerage system contains twelve major interceptor sewers, which convey sewage to the MWRA SCRS, and then to Deer Island. There are approximately 4,000 manholes and 137 miles of gravity sewers that range from 6 inches to 42 inches in diameter and six (6) pumping stations.

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 November 4, 2019**, 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 November 4, 2019. 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) Programst 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 Consultant 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;
4. 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;

5. 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.;
6. 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
7. 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 November 4, 2019.
- 6) Preliminary draft report and Corrective Action Plan meeting at 135 days from the November 4, 2019.
- 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 November 4, 2019.

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 qualification's 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. SCHEDULE OF PROPOSAL SELECTION PROCESS:

PROPOSALS shall be submitted in writing in a sealed envelopes as noted herein, no later than 10.00 a.m., January 3, 2020 to

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.

IX. 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.

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.

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 Consultant 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 be 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 firm's 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

Please ensure that the Technical and Price Proposals are submitted in **separate sealed envelopes**. The envelopes shall be marked as follows:

- 1) Envelope A – “Technical Proposal – City of Waltham CMOM”
- 2) Envelope B – “Price Proposal – “City of Waltham CMOM”

X. ACKNOWLEDGEMENT OF ADDENDA and COMPLIANCE DOCUMENTS

1. All addenda issued by the City and received by interested parties shall be acknowledged as received by the prospective Consultant in the Price Sheet.
2. The responding consultant shall complete and sign, wet signature only, all documents in the Compliance Section under Appendix A.

PROPOSALS shall be submitted in writing in sealed envelopes as noted above, no later than 10.00 a.m., January 3, 2020 to:

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

XI TERMINATION

- 5.1 This Agreement may be terminated, for cause, by the CITY upon written notice given by the City to the Consultant.

XII. INSURANCE AND INDEMNIFICATION

6.1 The Consultant 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 Consultant (including all its employees, agents and independent contractors) in performing the contract, 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 Consultant, in connection with the contract entered into as a result of this RFP, and shall survive termination or expiration of said contract.

- 6.2 Before commencing work the Consultant 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 Consultant 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 Consultant shall assure that such sub-contractor or other third party also has such insurance.

- (a) Workers' Compensation.
- (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 Consultant 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 Consultant and construction work relating to the engagement.

Consultant shall maintain such insurance during the term of the Contract 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 the contract entered into as a result of this RFP and at such times thereafter as the CITY may reasonably request.

PAYMENT

Payment shall be made, in accordance with the cost breakdown as showing in the Price Sheet following receipt of monthly invoices provided deliverables have been received on schedule.

(Wet Signature is required)

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

INCLUDE THIS SHEET IN A SEPARATE SEALED ENVELOPE marked "Price Proposal"

PROPOSAL 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 Scope of Services as identified in this RFP.

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: _____

APPENDIX A

COMPLIANCE SECTION

(Wet signatures are required in the following document)

CONSULTANT'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.)

Consultant Firm Principal:

Consultant Firm Associate:

Consultant Firm Project Manager:

Consultant Firm Project Consultant:

Consultant 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)

CONSULTANT'S TRUTH-IN-NEGOTIATIONS CERTIFICATE

The Consultant hereby certifies and agrees to the following:

- a) The Consultant certifies that the wage rates and other costs used to support the Consultant's compensation are accurate, complete, and current at the time of contracting; and
- b) The Consultant 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.

Consultant

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 RFP 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 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. Consultant shall provide immediate written notification to the Purchasing Agent of the City of Waltham at any time during the period of the contract or prior to the contract award if the Consultant 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 contract award. If at any time it is determined that the Consultant knowingly misrepresented this certification, in addition to other legal remedies available to the City of Waltham, the contract may be cancelled or the award revoked.

Company Name _____

Address _____

City _____, State _____, Zip Code _____

Phone Number (____) _____

E-Mail Address _____

Signed by Authorized Company Representative:

Print name _____,

Date _____