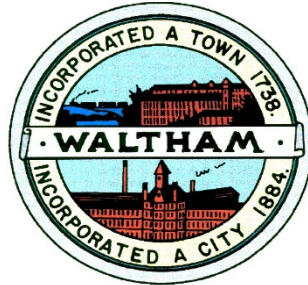


The City of Waltham



Invites
Interested Parties
To propose the best offer and or bid
For the service or product herein described:

Engineering Services Illicit Discharge Detection and Elimination Program Coordinator, 2020

The bid opening will be held: **11:00 am Wednesday May 13, 2020**

Last Day for the submission of written questions: **12 Noon Thursday May 7, 2020**
(Via email only to jpedulla@city.waltham.ma.us)

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Invitation to Respond

The City of Waltham

Purchasing Department

MODIFIED REQUEST FOR PROPOSALS (MRFP)

Under the rules of M.G.L. Chapter 30B, the Chief Procurement Officer of the City of Waltham Purchasing Department hereby requests sealed proposals for:

**ENGINEERING SERVICES – ILLICIT DISCHARGE DETECTION
AND ELIMINATION PROGRAM COORDINATOR**

Proposals will be received at the office of the Chief Procurement Officer, City Hall, 610 Main Street, Waltham MA 02452, until,

Wednesday May 13, 2020 at 11:00 am

At which time and place the received proposals will be publicly opened and read.

Specifications and information available on line by visiting the Waltham Purchasing Department web site at www.city.waltham.ma.us/bids

PROPOSALS MUST BE SIGNED AND ENCLOSED IN A SEALED ENVELOPE AND MARKED:

Consultant, IDDE Program

If the Bidder is a corporation, state your correct corporate name and State of incorporation. If Bidder is a partnership, state names and addresses of partners. If Bidder is a trust or other legal entity, state correct names and addresses of trustees or names and address of those legally authorized to bid and enter into contracts.

EXCEPTION OR ALTERNATES TO SPECIFICATIONS, TERMS OF SALE, AND DISCOUNTS AVAILABLE, MUST BE INCLUDED IN THE BID PRIOR TO OPENING DATE.

Intent of Project

The City of Waltham (City) is seeking proposals from qualified engineering consulting firms to provide consulting services associated with the City of Waltham's current United States Environmental Protection Agency (EPA) Administrative Order (AO) dated November 9, 2004. The services needed are to implement the City's Illicit Discharge Detection and Elimination (IDDE) Program.

The IDDE Consulting services are to be provided in accordance with U.S. EPA protocols as set forth in the AO, including outfall sampling, junction manhole sampling, analysis, CCTV inspections, smoke testing, dye testing, design, and construction oversight to remove identified sources of storm water contamination.

Instructions

INSTRUCTIONS FOR BIDDERS1. READ ALL DOCUMENTS.

Bidders should familiarize themselves with all the documents contained herein; it is mandatory that all proposals be in compliance with all the provisions contained in said documents.

2. FORMS AND ATTACHMENTS.

Proposals are to be completed on the forms provided ONLY and enclosed in a sealed envelope marked on the outside "BID (title)" and the name and address of bidder.

Attachments submitted in addition to the Waltham Purchasing Department produced forms may not be considered.

3. PRINTED OR TYPED RESPONSE.

All information must be typewritten or printed in ink, including the price the bidder offers in the space as provided on the bid form.

4. CORRECTIONS.

Proposals that are submitted containing cross outs, white outs or erasures, will be rejected. All corrections or modifications to the original bid are to be submitted in a separate envelope, properly marked on the outside, "CORRECTION/ MODIFICATION TO BID (title)" and submitted prior to the bid opening.

ALL DOCUMENTS SUBMITTED WITH YOUR RESPONSE WILL BE INCORPORATED INTO THE CONTRACT.

5. PRICE IS ALL INCLUSIVE.

Bid prices shall encompass everything necessary for furnishing all items, materials, supplies or services as specified, and in accordance with the specifications, including proper packing, cost of delivery, and in the case of services, completion of same, as per specifications.

6. PRICE DISCREPANCY.

In the event of a discrepancy between the Unit Price and the Extension, the Unit Price shall prevail.

7. EXPLANATIONS, EXCEPTIONS

Explanations, exceptions or other information pertinent to the specifications may be made in writing and included in the same envelope with the bid.

8. BID DEPOSITS.

Bid deposits are to be made payable to the City of Waltham. In the event that the successful bidder fails to execute a Contract within (10) days of the receipt of said contract, such security shall be retained by the city as liquidated damages. Unsuccessful bidders' deposits will be returned immediately following the award to said successful bidder.

9. WITHDRAW.

A Bid may be withdrawn by written request prior to the schedule for the Bid Opening. No withdrawals are permitted after the bid opening date and time. Withdrawals after the bid opening date will cause the forfeit of the bid Deposit.

10. AWARD.

Proposals will be awarded not later than (90) ninety days after the scheduled bid opening date, unless otherwise stated, in the specifications. Unless otherwise specified, proposals will be evaluated on the basis of, completeness of your RFP response, responsiveness, responsibility, best price and experience.

11. AWARD CRITERIA.

Qualified and responsive proposals will be evaluated based on rating outlined in the Specifications Section - IV Evaluation and Ranking of Proposals.

12. DISCOUNTS.

Discounts for prompt payments will be considered when making awards.

13. TAX EXEMPT.

Purchases by the City of Waltham are exempt from any Federal, State or Massachusetts Municipal Sales and/or Excise Taxes.

14. ACTIVE VENDOR LIST.

Vendors who wish to remain on the Active Bid List must either submit a Bid, No Bid, or a letter requesting same, no later than the Official Bid Opening. This is applicable to those vendors who have received the Invitation to Bid.

15. FUNDS APPROPRIATION.

THE CONTRACT OBLIGATION ON BEHALF OF THE CITY IS SUBJECT TO PRIOR APPROPRIATION OF MONIES FROM THE GOVERNMENTAL BODY AND AUTHORIZATION BY THE MAYOR.

16. THE AWARDING AUTHORITY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, OR ANY PART OF ANY BID, WHICH IN THE OPINION OF THE AWARDING AUTHORITY, IS IN THE BEST INTERESTS OF THE CITY OF WALTHAM.**17. THE TAX ATTESTATION CLAUSE, CERTIFICATION OF NON-COLLUSION AND THE CERTIFICATE OF VOTE AUTHORIZATION, are required by statute and are an integral part of the Invitation for Bid and must be completed and signed by the person submitting the Bid, or by the person/persons who are officially authorized to do so. Failure to do so may disqualify the bid.****18. STANDARD OF QUALITY.**

Where, in the specifications, one certain kind, type, catalog number, brand or manufacturer of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal and the Bidder may select one or the other. If the Bidder proposes to offer a substitute as an equal, he shall so indicate on the Bid Form, the kind, type, catalog number, brand, or manufacturer of material that is offered as an equal, and describe where it differs from the specifications. Substituted items must be capable of performing all the functions and/or operational features described or indicated in the specifications. Failure to indicate the description of any substitute item on the Bid will be interpreted to mean that the Bidder will furnish the item or service as specified.

20. MODIFICATION.

No agreement, understanding, alteration or variation of the agreement, terms or provisions herein contained shall bind the parties, hereto unless made and executed in writing by the parties hereto.

21. ASSIGNMENT.

The final payment for work done under this Contract shall be made only after the Consultant has signed a statement under the penalty of perjury, certifying that he has completed the work described in the final estimate. Neither party hereto shall assign this Contract or sublet it in part or as a whole without the prior written consent of the other party hereto. The Consultant shall not assign any sum or sums due or becoming due to him hereunder without the prior written consent of the City.

22. DELIVERIES:

a) The Consultant shall pay all freight and delivery charges. The Waltham Purchasing Department does not pay for shipping and packaging expenses. Items must be delivered as stipulated in the specifications. All deliveries must be made to the inside of city buildings. Sidewalk deliveries will not be accepted. City personnel are not required to assist in the deliveries and consultants are cautioned to notify their shippers that adequate assistance must be provided at the point of delivery, when necessary.

b) All items of furniture must be delivered inside the building, set up, in place and ready for use. Deliveries are to be made between the hours of 8:30 a.m. and 3:00 p.m., Monday through Friday, except on holidays.

c) All damaged items, or items which do not comply with specifications will not be accepted and title therefore will not vest to the Waltham Purchasing Department until such items are accepted and signed for, in good order, by the receiving department.

d) The consultant must replace, without further cost to the Waltham Purchasing Department, such damaged or non-complying items before payment will be made.

23. LABELING. (if Applicable)

All packages cartons or other containers must be clearly marked with (a) building and room destination; (b) description of contents of item number from specifications; (c) quantity; (d) City of Waltham Purchase Order Number and (e) Vendor's name and order number.

24. GUARANTEES.

Unless otherwise stipulated in the specifications, furniture, equipment and similar durable items shall be guaranteed by the consultant for a period of not less than one year from the date of delivery and acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced the consultant free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The consultant shall make such replacement immediately upon receiving notice from the Chief Procurement Officer.

25. SINGLE VENDOR.

The Waltham Purchasing Department desires to award a single contract based on the Grand Total Price. However, where applicable, the City reserves the right to make multiple awards on a unit price basis if, in the opinion of the Waltham Purchasing Department, it is in the best interest of the Waltham Purchasing Department.

26. BEST AND FINAL OFFER.

The City of Waltham reserves the right to request best and final offers from one or more bidders. Best and final offer will be exercised should the City of Waltham deem it is in the best interest of the Waltham Purchasing Department in order to obtain the best value.

27. CHANGE ORDERS.

Change orders are not effective until, if, as and when signed by the Mayor and no work is to commence until the change orders are fully executed.

28. BID OPENING INCLEMENT WEATHER

If, at the time of the originally scheduled bid opening, City Hall is closed to inclement weather or another unforeseeable event, the bid opening will be extended until 2:00 PM on the next normal business day. Proposals will be accepted until that date and time.

29. COVID-19 BID OPENING (TEMPORARY).

Based on Governor Baker's declared state of emergency, in-person bid or proposal openings are not required at the present time to satisfy Chapter 30B. If a bid is not opened at a public meeting, Chapter 30B requires that the opening be in the presence of a witness or witnesses. Under the current emergency, the opening does not need to be witnessed in person. The opening can be live streamed for the witnesses and recorded for public record purposes. For the present time and until the emergency is lifted by Governor Baker, the City of Waltham will not hold in-person bid openings or proposals. However, the city will continue to record and prepare a spreadsheet showing all of the prices received and distribute the same to all interested parties. Copies of the same bid results will also be posted in the City web site at www.city.waltham.ma.us/bids

GENERAL CONDITIONS

GENERAL CONDITIONS**1. INFORMATION**

All information shall come from the Office of the City Chief Procurement Officer. The Consultant shall inquire at this office for any information needed. Wherever the words “or equal as approved” are used, it is to be understood that the opinion of the City Chief Procurement Officer shall govern.

2. SUITS

The Consultant shall assume defense of and shall indemnify and hold the City and its agents harmless from all suits and claims against the City and its sub-consultants arising from the use of any invention, patent right labor or employment, or from any act of omission or neglect of the City, its agents, employees or any subconsultant in performing the work, under this contract.

3. LAWS AND REGULATIONS

The Consultant shall conform to all the applicable rules, regulations, laws and ordinances of the City of Waltham, the Commonwealth of Massachusetts, the United States of America and all agencies having jurisdiction over this contract.

4. PROTECTION OF PROPERTY

The Consultant shall take all proper precautions to protect the City’s property from damage and unnecessary inconvenience. Any City property damaged by the Consultant in carrying out the provisions of this contract shall be restored to its original condition, by and at the expense of the Consultant.

5. PROTECTION OF PERSONS

The Consultant shall take all proper precautions to protect persons from injury, unnecessary inconvenience, and shall be responsible for his failure to do so. The Consultant agrees to hold the City harmless from any and all liabilities of every nature and description, which may be suffered through bodily injury, including death, to any person, by reason of negligence of the Consultant, his agents or employees, or any subconsultant.

6. CONTRACT DURATION.

This contract is for the period of one year from the Mayor’s signature date.

7. INSURANCE

A. WORKMAN’S COMPENSATION: The Consultant shall provide by insurance for the payment of compensation and furnishing of other benefits under Chapter 152 of the General Laws of the Commonwealth of Massachusetts to all persons to be employed under this contract, the premiums for which shall be paid by the Consultant.

B. COMPREHENSIVE GENERAL LIABILITY

Bodily Injury: \$1,000,000 Each Occurrence

\$2,000,000 Aggregate

Property Damage: \$1,000,000 Each Occurrence

\$2,000,000 Aggregate

C. AUTOMOBILE (VEHICLE) LIABILITY

Bodily Injury \$2,000,000 Each Occurrence

Property Damage \$1,000,000 Aggregate

D. UMBRELLA POLICY

General liability \$2,000,000

Your bid response must include a Certificate of Insurance with the above limits as a minimum. In addition, the Certificate of Insurance must have the following text contained in the bottom left box of the Certificate: “The City of Waltham is a named Additional Insured on all insurance except Workers Compansation”. The Certificate of Insurance must be mailed directly to:

Office of the Chief Procurement Officer
Purchasing Department
City of Waltham
610 Main Street
Waltham, MA 02452

8. PERSONNEL:

The Consultant shall employ a competent supervisor and all properly licensed personnel necessary to perform the services required in this contract. The City Chief Procurement Officer shall have the right to require the Consultant to remove and/or replace any of the personnel for nonperformance or for unprofessional behavior. The City Chief Procurement Officer may require the Consultant to submit a weekly

performance record of the areas and of the work performed, on forms approved by the City Chief Procurement Officer. The Consultant or his supervisor shall be available to inspect such work as required by the City Chief Procurement Officer.

9. LEFT BLANK INTENTIONALLY

10. MATERIALS (if applicable)

The City or its Agent reserves the right to approve or reject any supplies, material or equipment used by the Consultant. The Consultant agrees to replace any supplies, material or equipment used by the Consultant. The Consultant agrees to replace any rejected supplies, materials or equipment, to the satisfaction of the City or its Agents.

11. TERMINATION OF CONTRACT, FOR NO CAUSE

This contract may be terminated by the City upon deliverance to the Consultant of a five-day written notice of said termination.

12. CONTRACT OBLIGATIONS

Contract obligations on behalf of the City are subject to an annual appropriation to cover the contract obligation.

13. BIDDER EXPERIENCE EVALUATION

Each bidder shall submit with his bid, all the information relative to their experience and qualifications in performing the work required under this contract and shall have been in business for a minimum of five (5) years, in order for their bid to be considered.

15. NOT-TO-EXCEED AMOUNT

The bid amount proposed in your company's response is a "not-to- Exceed" amount unless the City makes changes, in writing, to the scope of work to be performed. The Change Order must be signed and approved by the City's Chief Procurement Officer, City Auditor, Law Department and the Mayor prior to the commencement of the change order work. No work is to begin until the proper approvals have been obtained. A change order will be priced at the unit price. Failure to comply with this procedure will result in the cancellation of the contract and the non-payment of services provided.

16. FINANCIAL STATEMENTS.

The City may require, within five (5) days after the bid opening, a complete and detailed Financial Statement prepared by a Certified Public Account, to determine a bidder's financial stability.

17. BREACH OF CONTRACT/ NON-PERFORMANCE

If the Consultant shall provide services in a manner, which is not to the satisfaction of the City, the City may request that the Consultant refurnish services at no additional cost to the City until approved by the City. If the Consultant shall fail to provide services, which are satisfactory to the City, the City in the alternative may make any reasonable purchase or Contract to purchase services in substitution for those due from the Consultant. The City may deduct the cost of any substitute Contract for nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Consultant. If the damages sustained by the City exceed sums due or to become due, the Consultant shall pay the difference to the City upon demand. The Consultant shall not be liable for any damages sustained by the City due to the Consultant's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including a state of war, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Consultant has notified the City in writing of such cause within seven (7) days after its occurrence.

18. RIGHT TO AUDIT

The City of Waltham has the right to review and audit documents related to this contract. This right extends to any subconsultant, supplier or other entity used by the prime consultant to fulfill the obligations under this contract.

19. CITY ORDINANCE. APPROVAL OF CONTRACTS BY MAYOR, SEC. 3-12 OF THE CITY ORDINANCES.

All contract made by any department, board or commission where the amount involved is two thousand dollars (\$2,000) or more shall be in writing, and no such contract shall be deemed to have been made or executed until the approval of the Mayor is affixed thereto. Any construction contract shall, and all other contracts may, where the contract exceed five thousand dollars (\$5,000) be required to be accompanied by a bond with sureties satisfactory to the Mayor.

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

Specifications

Decision to use competitive sealed proposals

The Chief Procurement Officer has determined that the most appropriate procurement method to select the services of an engineer for the Illicit Discharge Detection and Elimination Program (IDDE) is a combination of Qualifications and Price. This procurement method will be necessary to allow the City of Waltham to select the most advantageous engineering services proposal by exercising comparative judgments of technical factors, such as prior experience and engineering expertise, in addition to price. Proposals are being sought to ensure that the best available services are received by the City and its residents at competitive costs.

Instructions to Proposers

Proposals shall consist of two parts: **1) Technical Proposal** which shall consist of all information responsive relative to the technical expertise of the company, except the fee that the proposer will charge for services, and **2) Price Proposal** which shall consist solely of the proposer's fee (inclusive of all costs and expenses). Proposers shall submit **one original and two copies of the Technical Proposal in one sealed envelope and one Price Proposal in a separate sealed envelope**. 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** – Engineering Services – Illicit Discharge Detection and Elimination (IDDE) Program”
- 2) **Envelope B – “Price Proposal** – Engineering Services – Illicit Discharge Detection and Elimination (IDDE) Program”

Rule for Award and Comparative Evaluation Criteria

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 and 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 three 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) Consultant Level of Experience/Past Performance on Similar Project (40 points)

Highly Advantageous – Firms with at least five years of experience consulting with municipalities on similar experience, including work that best illustrates the firm’s most relevant experience, ability and expertise to perform the services requested in the solicitation, and the proposer’s past performance on similar projects, ongoing as well as completed within the past 5 years.

Advantageous – Firms with at least three years’ of experience, but less than five years’ experience, consulting with municipalities on similar experience, including work that best illustrates the firm’s most relevant experience, ability and expertise to perform the services requested in the solicitation, and the proposer’s past performance on similar projects, ongoing as well as completed within the past 5 years.

Not Advantageous – Firms with less than three years of experience consulting with municipalities on similar experience.

Unacceptable – Firms with no relevant experience consulting with municipalities or on similar projects.

2) Qualifications of Key Personnel (15 points)

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) Technical Approach, Capacity, Management Approach (15 points)

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.

4) Price Proposal (30 points) 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. As outlined in the price sheet, the price proposal should include lump sum for each of the five (5) tasks requested.

General information:

The City of Waltham seeks an engineering firm to provide professional consulting engineering services for coordination of the Illicit Discharge Detection and Elimination (IDDE) Program, as well as services associated with the City of Waltham's current United States Environmental Protection Agency (EPA) Administrative Order (AO) dated November 9, 2004. The services needed are to complete Phase 5 of the City's Illicit Discharge Detection and Elimination (IDDE) Program, summarize results, and develop a work package to remove illicit connections.

The IDDE services are to be provided in accordance with U.S. EPA protocols as set forth in the AO, including outfall sampling, junction manhole sampling, analysis, CCTV inspections, smoke testing, dye testing, design and construction oversight to remove identified sources of stormwater contamination.

Scope of Work:

TASK 1 – Illicit Discharge Detection & Elimination Investigations

Under the City's MS4 Program, all outfalls are required to be screened for water quality within the first three years of the permit, or by June 30, 2021. The City's updated stormwater data identifies a total of 360 MS4 outfalls (discharging structure to a waterbody). Based on a review of records dating back to 2008, the City has only visited 38 of the total 360 outfalls, of which 19 were sampled for water quality testing, and 18 were dry. Under this task, the Consultant will check 171 outfalls (51% of the remaining 342 MS4 outfalls) that have been mapped previously. The Consultant will review the list of outfalls that have been ranked as high priority in the catchment ranking table provided in the IDDE plan to prioritize these for site visits.

Consultant shall:

- A) Survey each of the 171 outfalls.
- B) Update the data for each structure, including but not limited to confirmation of the following: the location of each structure, type of outfall, the structure's material, size and condition, the flow connectivity, the water body that it discharges to, and type of headwall that it has.
- C) Verification of the Outfalls' receiving water body to eliminate improperly categorized outlets, inlets and culverts from the City's outfall count.
- D) Present Updated survey data in a digitized format using a tablet GPS running ArcPad software.
- E) If an outfall has a flow or discharge during the time of the site visit, to be conducted during "dry weather" conditions, a water sample will be collected and submitted for laboratory analysis at a Massachusetts DEP-Certified Laboratory for analysis of chlorine, ammonia, surfactants, phosphorus and bacteria (E.coli).
- F) Complete Field screening to be completed for pH, temperature and specific conductance.
- G) Assume that the laboratory sampling will be conducted on up to a maximum of 85 outfalls.
- H) Submit an updated geodatabase depicting updated attribute data associated with each of the outfalls surveyed, coordinate updates to the Stormwater GIS database, and summarize the results of this program in a memorandum for the City's records.

TASK 2 – Junction Manhole Sampling:

Consultant shall:

- A) Conduct additional field investigations for follow-up sampling and testing from previous IDDE investigations to identify and remove any illicit connections contributing to the high levels of bacteria found with the SIB-6 (Cedarwood Avenue and Virginia Road).
- B) Conduct a laboratory analysis and deliver a memorandum presenting the results and recommendations for any further actions.

TASK 3 – Intermunicipal Connection (IMC) Sampling:

Consultant shall:

- A) Conduct wet-weather sampling at the City's known Intermunicipal Connections (IMC) with neighboring MS4's to assist the City in identifying what is crossing the City's Municipal Boundary from the other drainage systems.
- B) Assume visits to 17 known IMC locations.
- C) Include laboratory analysis and deliver to the City a memorandum presenting the results and recommendations for any further actions.

TASK 4 - DEP/EPA Reporting:

Consultant shall:

- A) Provide a status report to the DEP in December 2019 and June 2020.
- B) Provide a status report to the EPA in January 2020 and July 2020.
- C) Provide relevant project updates for the City's website, project management and general coordination.

TASK 5 – Monthly Progress Meetings & Coordination

Consultant shall:

- A) Meet with Waltham Engineering Department representatives once per month over the course of the contract for 12 meetings up to a maximum of 24 hours total meeting time to discuss the IDDE program
- B) Present findings and progress at the monthly meetings
- C) Prepare a meeting agenda and meeting minutes for each meeting to detail the program status

Qualification Criteria:**All submittals must include the following:**

1. Statement of firm/team capacity, qualifications, and experience including cooperative efforts with sub consultants. Must have at least five (5) years of experience with field work, analysis, design, and construction administration of drainage and sewer rehabilitation projects. Preference will be given to teams that demonstrate knowledge and experience with stormwater quality related projects and experience with IDDE programs and repairs.
2. List of references for three (3) communities in Massachusetts where you have performed IDDE, stormwater, or sanitary sewer inspection and rehabilitation services. Preference will be given to services performed in Massachusetts and systems of similar size and complexity. References shall include contact person and telephone number.

3. Similar experience/past performance on similar projects, including IDDE, sanitary sewer, and stormwater investigations, analysis, and repairs. The Proposer shall provide up to five (5) project descriptions that are relevant to the services requested herein and shall demonstrate the team's ability to perform work similar in size, scope and complexity to that requested in this document. Project descriptions shall focus on the work which best illustrates the team's most relevant experience, ability and expertise to perform the services requested in this document, and the proposer's past performance on similar projects, ongoing or completed within the past three (3) years.
4. Identification and description of the proposed project team, key staff, and any sub-consultants that will perform the services, including resumes and specific project related experience. The proposer shall demonstrate the quality (appropriateness, capability and relevant project experience) of key personnel and continuity of the project team. Resumes shall be included for key personnel and sub-consultants assigned to the project.
5. Experience successfully working with regulatory agencies such as the EPA on IDDE projects, and an understanding of current stormwater quality discharge parameters and regulations.
6. Technical Approach, Capacity, and Management Approach. The proposer shall demonstrate the quality, completeness and methodology of the technical approach envisioned for the project, as well as the team's capacity to apply and commit itself successfully to the project tasks and to complete required services on schedule. The clarity, completeness and effectiveness of the proposed organizational structure and the proposed management approach required to successfully manage this project will be evaluated.
7. Price Proposal (**Separate Sealed Envelope**)

Responsibilities of the City of Waltham:

- 1) Provide to the selected consultant a copy of the current IDDE plan.
- 2) Provide to the selected consultant copies of IDDE semi-annual reports issued to the EPA for the past three calendar years.
- 3) Provide any and all city records as needed to the selected consultant (water, sewer, drain plans and reports).

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 SOLICITATION MUST BE SUBMITTED IN WRITING ONLY TO:

Joseph P. Pedulla, Chief Procurement Officer, 610 Main Street, Waltham, MA 02452, via email to jp pedulla@city.waltham.ma.us

The CITY shall endeavor to distribute written answers via addenda to all interested parties of record. Produced addenda will also be posted in the City web site.

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

Firms planning to submit a proposal are encouraged to ask for background information on any aspect of this request so that the submitted bid fulfills the requirements of the City Engineer. Such information shall be shared with interested parties of record. The Proposal shall begin with a cover letter which confirms that the proposer understands and agrees to the provisions of this document and which furnishes the following statements or information:

- 1) Cost Proposal (in a separate sealed envelope)
- 2) Rates for all billable personnel
- 3) Certify that all cost information, salaries, rates, policies, etc., are current, complete and accurate.
- 4) Confirm that all individuals listed in its proposal are committed to performance on the projects.
- 5) State that the proposer will meet the insurance requirements for this project which may be obtained from the office of the City of Waltham Chief Procurement Officer.
- 6) State 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.
- 7) Declare if the firm has filed for protection in U.S. Bankruptcy Court in the last seven years.
- 8) Include information in the cover letter that demonstrates compliance with the minimum threshold requirements.
- 9) Properly completed Compliance Section

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 – Engineering Services – Illicit Discharge Detection and Elimination (IDDE) Program”**
- 2) Envelope B – **“Price Proposal – Engineering Services – Illicit Discharge Detection and Elimination (IDDE) Program”**

PROPOSALS shall be submitted in writing in a sealed envelope as noted above, no later than 11.00 AM May 13, 2020 to:

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

Compliance

(Required Documents.)

Compliance

The compliance documents in this section must be completed, signed and returned **with your bid package.**

Purchasing Department

City of Waltham
610 Main Street
Waltham, MA 02452

Failure to submit the completed documents will cause the disqualification of the proposal.

Section Index

	Check when Complete
• Non-collusion form and Tax Compliance form.....	_____
• Corporation Identification Form.....	_____
• Certificate of Vote Authorization.....	_____
• Certificate of Insurance (showing all limits of WC &GL).....	_____
• Three (3) References.....	_____
• Debarment Certificate	_____

Your Company's Name: _____

Service or Product Bid _____

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.

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 Chief Procurement Officer 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)

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 consultants, 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.

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

NOTARY PUBLIC CERTIFICATION

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: _____

CORPORATION IDENTIFICATION

The bidder 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 Bidder _____

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.

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 Chief Procurement Officer of the City of Waltham at any time during the period of the contract or 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 _____

BID PRICE FORM

(Follows)

ENGINEERING SERVICES - IDDE PROGRAM COORDINATOR PRICE SHEET:

PLACE IN A SEPARATE SEALED ENVELOPE.

Prices are fixed and not-to-exceed

TASK 1 – Illicit Discharge Detection and Elimination Investigations:

\$ _____

(In Words)

\$ _____

(In Figures)

TASK 2 – Junction Manhole Sampling:

\$ _____

(In Words)

\$ _____

(In Figures)

TASK 3 – Intermunicipal Connection Sampling:

\$ _____

(In Words)

\$ _____

(In Figures)

TASK 4 – DEP/EPA Reporting:

\$ _____

(In Words)

\$ _____

(In Figures)

TASK 5 – Monthly Progress Meetings & Coordination:

\$ _____

(In Words)

\$ _____

(In Figures)

BID TOTAL (TASKS 1, 2, 3, 4 & 5):

\$ _____

(In Words)

\$ _____

(In Figures)

My company Acknowledges Receipt of Addenda #: _____.

Company: _____

Authorized Signature: _____

Print Name: _____

Email: _____

Phone: _____ **Date:** _____