

**DON'T USE THIS COPY TO SUBMIT A PROPOSAL**

**REQUEST FOR PROPOSALS FOR:**

**OYSTER POND COMPREHENSIVE WASTEWATER  
MANAGEMENT PLAN (CWMP)**

FOR

**THE TOWN OF FALMOUTH, MASSACHUSETTS  
DEPARTMENT OF PUBLIC WORKS**

**416 Gifford Street  
FALMOUTH, MA 02540**

November 2012

**DIRECTOR OF PUBLIC WORKS**

Raymond A. Jack

**WASTEWATER SUPERINTENDENT**

Gerald C. Potamis, P.E.

**DON'T USE THIS COPY TO SUBMIT A PROPOSAL**

**DON'T USE THIS COPY TO SUBMIT A PROPOSAL**

TABLE OF CONTENTS

SECTION

0100	Request for Proposals
0200	Requirements of Respondents
0210	General Conditions
0220	Special Conditions - Scope of Services
0310	Non-Collusive Resolution
0330	Statement of Compliance-Wage Rates - N/A
0340	State Taxes Certificate Clause
0360	Bankruptcy Statement
0400	Cost Proposal Sheet
0500	Agreement – <b>Included for information will be completed with award</b>

## **DON'T USE THIS COPY TO SUBMIT A PROPOSAL**

### **- Section 0100 – REQUEST FOR PROPOSALS**

#### **Background**

The Town of Falmouth seeks a qualified firm, individual, governmental agency, non-profit organization, or professional to provide Engineering and Consulting Services (Respondent) to develop a Comprehensive Wastewater Management Plan (CWMP) for the Oyster Pond watershed.

The firm (or team) should be qualified to provide a broad range of services relating to Comprehensive Wastewater Planning, Design, and Construction, as well as knowledge of federal, state and local regulatory requirements, site analysis, cost estimating, and CWMP project planning and implementation.

Relevant experience will include: CWMP municipal wastewater infrastructure design and construction oversight and implementation, evaluation of alternative sewer technologies such as site analysis and selection, evaluation of down-gradient environmental impacts, CWMP project development, cost estimating, hydrogeological evaluation services, public communication, Massachusetts State Revolving Loan program applications, and regulatory/resource agencies review/permit process completion for projects of this nature.

Copies of this Request for Proposals (RFP) with instructions and requirements will be available at the Department of Public Works, 416 Gifford Street, Falmouth MA 02540, during regular business hours, from 7:30 AM to 4:00 PM, on or after November 5, 2012.

Sealed proposals, including a separate Technical Proposal and Cost Proposal, must be prepared in strict accordance with the requirements contained in this RFP.

Proposals will be received at the Department of Public Works, 416 Gifford Street, Falmouth MA 02540 until 2:00 PM, on November 30, 2012. Proposals received after such time will not be accepted.

If it becomes necessary to revise any part of this RFP, an addendum will be sent to all prospective Respondents. Respondents must provide contact name, email address, fax number phone and 5 self addressed sticky mailing labels when picking up, or requesting an RFP.

A pre-proposal conference will be held at Selectmen's Meeting Room, Town Hall, 59 Town Hall Square, Falmouth MA, at 10:00 am on November 14, 2012. Any questions not answered at the pre-proposal conference should be directed in writing to Gerald Potamis, Wastewater Superintendent, Department of Public Works, 416 Gifford Street, Falmouth MA 02540 (jpotamis@falmouthmass.us). The Town will respond to all written questions received no later than noon on Monday November 19, 2012 with written responses from the Town sent no later than noon November 21, 2012

## **DON'T USE THIS COPY TO SUBMIT A PROPOSAL**

- Section 0200 -

### **REQUIREMENTS OF RESPONDENTS**

The respondent shall submit his/her proposal following the format specified in the RFP. All words and figures shall be typewritten or in ink. The prices shall, without exception, include all royalties and costs arising from patents, trademarks and copyrights in any way involved in the material supplied. Any qualifications or exceptions to the project scope and/or proposal prices must be submitted in writing at the time the proposals are submitted.

All proposals shall be signed correctly in ink by the individual or in the case of a firm, partnership or corporation, it shall be signed by a person having the legal authority from said firm, partnership or corporation.

All proposals shall be submitted to the Department of Public Works, 416 Gifford Street, Falmouth MA 02540, on or before the date and time stated in the Request for Proposals. Each proposal shall be in a sealed envelope, clearly marked to indicate the contents, together with the name and address of the respondent and the date and time of proposal opening.

All cost proposals, along with the qualifying statements, shall be considered firm prices for a period of sixty (60) days.

Prior to award of the Contract, the respondent must provide a Certificate of Insurance covering Workmen's Compensation and General Liability.

Respondents must include statement that the firm is not under any bankruptcy law or proceeding.

Signature of the respondent is required on the proposal form regarding the Non-Collusive Resolution, which states: "The Bidder certifies, under the provisions of Chapter 701 of the Acts of 1983 and under the penalties of perjury that this bid is in all respects bona-fide, fair and made Without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, club, union or other business or legal entity."

The basis of award of all proposals shall be subject to the evaluation process as specified in the RFP.

The Town of Falmouth reserves the right to waive any informality in or reject any and all proposals, or to accept the proposal deemed to be in the best interest of the Town of Falmouth.

Respondents must comply with all requirements of this Request for Proposal.

## **DON'T USE THIS COPY TO SUBMIT A PROPOSAL**

### **- Section 0210 - GENERAL CONDITIONS**

1. Attention of all respondents is directed to Massachusetts General Laws and to all other applicable sections of the General Laws as most recently amended which govern the award of this Contract.
2. The respondent shall submit the Cost Proposal upon the Cost Proposal Sheet attached to this RFP, Section 0400. All Cost Proposals shall be in ink or typewritten and must be filled out completely. The prices shall, without exception, include all royalties and costs arising from patents, trademarks and copyrights in any way involved in the equipment and accessories to be utilized under this Contract.
3. All Proposals shall be signed correctly in ink by the individual, or in the case of a firm, partnership or corporation by a person having the legal authority from such firm, partnership or corporation.
4. Cost Proposal forms shall be completely filled in. Proposals which are incomplete, conditional or obscure or which contain additions not called for will be rejected.
5. Respondents may correct, modify or withdraw their original Cost Proposals on or before the date and time stated in the "Notice." Corrections or modifications shall be in sealed envelopes clearly marked to indicate the contents with the name and address of the respondent and the number of the request in writing.
6. Any Proposal received after the date and time of opening stated in the "Request for Proposals" shall not be opened. Unopened Proposals will be returned to the respective respondents.
7. No Award will be made to any respondent who cannot satisfy the Town of Falmouth, Department of Public Works that he/she has ample experience and ability in this class of work and sufficient capital and plant to enable him/her to prosecute and complete the work successfully within the time named. The Town's decision or judgment on these matters will be final, conclusive and binding.
8. At the time of the submitting of Proposals, each respondent will be presumed to have read and to be thoroughly familiar with the Contract documents (including all addenda). The failure or omission of any respondent to examine any form, instrument or document shall in no way relieve the respondent from any obligation with respect to completion of the Contract in accordance with the terms of the Agreement.
9. Each respondent shall acknowledge receipt of any and all addendum issued to the Request for Proposals by so indicating on the Cost Proposal Sheet. Failure to do so shall cause rejection of the Proposal as being non-responsive.
10. Each respondent must sign and submit a "Non-Collusive Resolution" and a "State Tax Certified Clause" with the Proposal.

## **DON'T USE THIS COPY TO SUBMIT A PROPOSAL**

11. The Town's approval to allow the Contractor to assign, subcontract or sublet any portion or all of this work shall not diminish or reduce the Contractor's responsibility to perform under this Contract. The Contractor shall have full responsibility for all subcontractors or assignments under this Contract.
12. In any case where there is a matter of opinion concerning any portion of the Specifications, work methods, work to be accomplished or any other matter concerning this Contract, the final decision shall be that of the Town.
13. The respondent shall indemnify and save harmless the Town and the Town's agents and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against them by reason of any act or omission of the Contractor, its agent or employees, in the execution of the work or in guarding the same. This shall apply to all losses including, but not limited to, those relating to loss or damage caused by fire, personal injury or other cause.
14. Insurance: Properly executed Certificates of Insurance meeting or exceeding the requirements listed below shall be provided to the Town prior to execution of any contractual agreement. These Certificates shall contain a provision that coverage afforded under the policies will not be reduced or canceled unless at least fifteen (15) days prior written notice has been given to the Town. The Contractor shall procure and maintain insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the contract, and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. The Town of Falmouth and its employees must be named as an additional insured and as a certificate holder on each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the Contract. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Contractor. Full disclosure of any non standard exclusions is required for all required coverage's. Failure to provide and continue in force such insurance may be deemed a material breach of the Contract, and may constitute sufficient ground for immediate termination of same. Similar insurance coverage shall be provided by or on behalf of any subcontractor to cover their operations with the same minimum limits as required of the Contractor. Contractor's insurance shall be primary insurance to all insurance carried by Owner.

### General Liability Insurance

The respondent shall carry General Liability Insurance of at least one million dollars (\$1,000,000.00) Bodily Injury and Property Damage Liability, Combined Single Limit, with a three million dollars (\$3,000,000.00) Annual Aggregate Limit. The Town shall be named as additional insured. Products and Completed Operations should be maintained for up to 3 years after the completion of the project.

### Automobile and Property Damage Insurance

## **DON'T USE THIS COPY TO SUBMIT A PROPOSAL**

The respondent shall carry Automobile Liability Insurance of at least one million dollars (\$1,000,000.00) Bodily Injury and Property Damage per accident. The Town shall be named as additional insured.

### Workers Compensation and Employers Liability Insurance

The respondent shall carry Workers Compensation Insurance as required by Massachusetts General Law, c.152, and Section 25, with a minimum limit of Employer's Liability as per Massachusetts General Law Requirements, including occupational disease provisions for all of the Contractor's employees and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workmen's Compensation Law, the Contractor shall provide and shall cause each subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected.

### Umbrella Liability

The respondent shall carry Umbrella Liability of at least three million dollars (\$3,000,000.00) per occurrence, three million dollars (\$3,000,000.00) aggregate. The Town shall be named as additional insured.

15. The respondent shall comply with any and all requirements set out in the following:
  - \* Request for Proposals
  - \* Requirements of Respondents
  - \* General Conditions
  - \* Special Conditions – Scope of Services
  - \* Non-Collusive Resolution
  - \* State Taxes Certificate Clause
  - \* Bankruptcy Statement
  - \* Cost Proposal Sheet
  - \* Agreement
16. The Contract and all its several parts shall be interpreted under the laws and Statutes of the Commonwealth of Massachusetts.
17. The respondent shall not allow any other business interest or operation to interfere with or diminish his ability to perform services required under this Contract with maximum efficiency.
18. All Cost Proposal prices shall be shown in words and figures. In case of discrepancy, the amount shown in words will govern.
19. All quantities listed are approximate. The Town reserves the right to increase or decrease all quantities. Any such increase or decrease in the quantities of any item shall not be regarded as cause for an increase or decrease in the unit costs.

**DON'T USE THIS COPY TO SUBMIT A PROPOSAL**

20. Once the respondent has submitted his/her Proposal and said Proposal is properly received by the Town for consideration and comparison with other Proposals similarly submitted, the respondent agrees that he may not and will not withdraw it for a period of sixty (60) consecutive calendar days after the actual due date of the Proposals, as listed in the Request for Proposals.
21. Compliance with Laws--The respondent shall keep himself fully informed of all existing and future Federal, State and Local laws, ordinances, rules and regulations affecting those engaged or employed on the work, the materials and equipment used in the work or the conduct of the work and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or other Contract documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report to the Town in writing. The Contractor shall at all times observe and comply with and cause all his agents, servants and employees to observe and comply with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements and he shall protect, indemnify and save harmless the Town, its officers, agents, servants and employees from and against any and all claims, demands, suits, liabilities, judgments, penalties, losses, damages, costs and expenses including attorney's fee, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or other requirements whether committed by the Contractor or any of his agents, servants or employees.
22. Provisions Required by Law Deemed Inserted--Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion.
23. Massachusetts Sales and Use Tax--Materials and equipment purchased for permanent installation in this Contract will be exempt from the Massachusetts Sales and Use Tax. The exemption certificate number will be furnished to the respondent. Each respondent shall take this exemption into account in calculating his/her Cost Proposal for the work.



## **DON'T USE THIS COPY TO SUBMIT A PROPOSAL**

- Section 0220 -

### **SPECIAL CONDITIONS - SCOPE OF SERVICES**

#### **1.0 Background**

The Town of Falmouth seeks a qualified firm, individual, governmental agency, non-profit organization, or professional Consultant to provide Engineering and Consulting Services to develop a Comprehensive Wastewater Management Plan (CWMP) for the Oyster Pond watershed. The firm (or team) should be qualified to provide a broad range of services relating to Comprehensive Wastewater Planning, Design, and Construction as well as knowledge of federal, state and local regulatory requirements, site analysis, cost estimating, and CWMP project planning and implementation.

Relevant experience will include: CWMP municipal wastewater infrastructure design and construction oversight and implementation, evaluation of alternative sewer technologies such as site analysis and selection, evaluation of down-gradient environmental impacts, CWMP project development, cost estimating, hydrogeological evaluation services, public communication, Massachusetts State Revolving Loan program applications, and regulatory/resource agencies review/permit process completion for projects of this nature.

The Town may award additional contracts without additional public requests for proposal for additional services outlined in the RFP if mutually agreed by the Town and the successful Respondent. Enhancements and supplemental tasks to this RFP are allowable. Any innovative solutions that seem promising to the respondent are welcome, and will be negotiated as additional cost items (Enhancements/Supplemental Tasks) beyond this Scope of Services contract (base contract).

The scope of services for the project shall include the following:

1. Comprehensive Needs Assessment
2. Alternatives Evaluation and Screening
3. Draft and Final Comprehensive Wastewater Management Plan (CWMP)
4. Submission of all required State and County Environmental Forms
5. Public Participation

The goal of this project is a CWMP that demonstrates a detailed analysis of the most cost effective and environmentally sound means of meeting the nitrogen reduction requirements of the Total Maximum Daily Load (TMDL) required by the MA DEP.

#### **2.0 Reference Materials**

## **DON'T USE THIS COPY TO SUBMIT A PROPOSAL**

The work conducted herein shall utilize and build upon prior planning efforts. Reports and documents considered pertinent to the planning process will be made available by the town. These include:

1. A Coastal Pond Studied by Oceanographic Methods, 1969, K. O. Emery (hard copy available for review or through the Oyster Pond Environmental Trust (OPET) ([www.opet.org](http://www.opet.org))
2. Linked Watershed-Embayment Model to Determine Critical Nitrogen Loading Thresholds for Oyster Pond, Falmouth, Massachusetts, Massachusetts Estuaries Project, January 2006. (available on line)
3. Oyster Pond Embayment System Total Maximum Daily Loads (TMDL) for Total Nitrogen, MADEP, February 2007. (available on line)
4. Design Drawings, Town of Falmouth Wastewater Improvements: Contracts 2A (Woods Hole Lift Station), 2B (Jones Palmer and Shivericks Lift Stations), 3A (Woods Hole and Shivericks Force Mains), 3B (Jones Palmer Force Main), 4 (Inner Harbor, Falmouth Beach and Gardiner Road Lift Stations), and 5 (Main Street Interceptor and Falmouth Inner Harbor Sewers and Force Main, Camp Dresser and McKee, 1983
5. Appendix 4-4, Inventory of List Station Equipment and Appendix 4-5, Summary of Collection Systems Hydraulic Capacity , Little Pond, Great Pond, Green Pond, Eel Pond and Waquoit Bay Watersheds Needs Assessment Report , October 2007 Stearns and Wheler.

### 3.0 Tasks

#### **Task 1 – Baseline Conditions and Needs Assessment**

1. Document Baseline Conditions
  - 1.1. Review previous planning efforts and relevant documents, including but not limited to available MEP reports and TMDL reports, Barnstable County Department of Health and Environment (BCDHE) information, and information from the Oyster Pond Environmental trust (OPET). Use the MEP watershed delineations to identify the watershed area tributary to Oyster Pond and Oyster Pond Lagoon (Pond and Lagoon).
  - 1.2. Define changes in conditions since MEP assessments.
  - 1.3. Review current and build-out wastewater flows and nutrient loads for the planning area, by sub watershed, for the MEP evaluation of the watersheds to Oyster Pond. The Respondent must review the current and build-out land use analysis with the Town's Planning Department, and the current and build-out water use analysis with

## **DON'T USE THIS COPY TO SUBMIT A PROPOSAL**

the Town's Water Division. The Respondent shall review existing data and information to determine if it is adequate for the purposes of this scope of work and for decisions and recommendations following from this work.

- 1.4. Using existing Town records locate and characterize modifications to the storm drain system in the watershed. If not already defined, locate major storm drainage conduits discharging directly to the Pond and Lagoon. Conduct a dry-weather survey of discharges to ensure that there are no illegal connections to the storm drain pipes.
- 1.5. Identify water quality, storm water management, wastewater service, nutrient management or other priorities/needs areas within the planning area, including:
  - Watershed sub-areas which contribute most substantially to nutrient loading and surface water quality problems
  - Any other areas in which nutrient management is considered urgent.
- 1.6. Develop a GIS map that consolidates and documents the above information that is compatible with the Town's GIS system.
- 1.7. Prepare a Technical Memorandum that defines the physical, biological and water quality health of the Pond and Lagoon. If deemed necessary, recommend that the MEP simulation of the nitrogen and DO loading, and impacts to the Pond and Lagoon be updated to reflect current conditions. Define the nature and severity of impairments, including especially, nitrogen enrichment, and confirm the sources or causes of the impairments.
- 1.8. Characterize consequences of the "No Action" Alternative over the next 20 period.
- 1.9. Meet with the Town Falmouth and other stakeholders as determined appropriate by the Town to review the findings of the task.

### **Task 2 - Development and Screening of Alternatives**

#### **2. Identify, Develop, and Screen Alternatives**

##### **2.1. Identify and Develop Alternatives**

Identify all traditional and non-traditional technologies and approaches, including structural and non-structural measures that meet the needs defined in Task 1. Technology options should include traditional and nontraditional sewer systems (e.g. gravity, vacuum, low pressure, step/steg), as well as transport to existing conveyance systems and the main wastewater treatment plant. Only evaluate flow and route to connect to the current wastewater plant. Capacity to treat and discharge at the current WWTP is not part of this RFP. On-site technologies, such as denitrifying systems and cluster systems should also be addressed. Only technologies that have been proven to meet the required nitrogen reduction goals, and are approved in Massachusetts should be

## **DON'T USE THIS COPY TO SUBMIT A PROPOSAL**

evaluated. Promising technologies that have a short pathway to regulatory approval may be discussed. Evaluation should also include an estimate of cost savings that would be likely if the recommended on-site denitrifying system(s) were purchased in bulk. The respondent may discuss potential opportunities within the watershed based upon results from the PRB proposed demonstration project. Inlet widening, aquaculture and non-compliant Ecotoilets and onsite systems should be excluded.

### **2.2 Develop a Technical Memorandum**

Develop a Technical Memorandum summarizing the technologies and approaches to be considered, providing a summary of the characteristics, advantages and disadvantages, implementation issues, relative capital and operating costs (if applicable), implementation periods/issues and other features of the technology. The residuals or bi-products components, or any other special features, of technologies shall also be defined. For technologies that require sites, conduct a preliminary assessment to identify eligible sites based on criteria developed in this task. For technologies not requiring a specific site, identify areas/locations in which these alternative options might be usefully applied.

### **2.3. Evaluate and Screen Alternatives**

2.3.1. Prepare and conduct a workshop in close consultation with the Town to screen the technologies and approaches. Preparation for the workshop will include recommendation of the screening process (including use of proprietary or non-proprietary decision support tools), quantitative and non-quantitative decision criteria, sensitivity analyses, public involvement, means of gaining regulatory input and workshop documentation. Criteria will include, but not necessarily be limited to, technical, environmental, legal, financial, life-cycle cost, public acceptability and other non-quantitative variables. Results of the workshop will include one or more alternatives, addressing each of the needs, which will be carried forth to full evaluation. The Respondent will develop a mailing list of watershed residents.

2.3.2. Summarize the results of the workshop in a draft and final Technical Memorandum, incorporating comments from the Town. This Technical Memorandum will develop and describe the technologies, approaches and/or combinations of such, including the “No Action” Alternative that will be carried forth for further evaluation. One or more Alternative Plans, each possibly incorporating different technologies, will encompass the entire Oyster Pond planning area (i.e., plans for various sub-areas may be carried forth).

### **Task 3 – Detailed Evaluation of Screened Alternatives and Recommended Plan**

The purpose of this task is to perform, in close cooperation with the Town, a more detailed evaluation of the near-term alternative plans that result from the Task 2 Screening, and to define,

## **DON'T USE THIS COPY TO SUBMIT A PROPOSAL**

from that detailed evaluation, a recommended plan for the Oyster Pond Watershed to be included in the revised Draft CWMP.

### **3. Detailed Evaluation of Screened Alternatives and Recommended Plan**

#### **3.1 Develop schematic layout, and detailed definition of each technology or approach to be evaluated.**

3.1.1 Coordinate with the Town, DEP and SMAST to determine the requirements and, if necessary, the schedule for updating the watershed hydrologic modeling and estuary hydrodynamic modeling to comply with TMDL requirements. If updating is determined to be required, estimate the cost of the technical services necessary to support the SMAST modeling effort. "Follow-up modeling" is intended to mean modeling of alternative nitrogen reduction plans to determine the effectiveness of the plans towards achieving the critical nitrogen thresholds and the TMDLs for the ponds.

3.1.2 Prepare an estimate of capital and O&M costs for each alternative plan, including Net Present Value (NPV) analysis.

3.1.3 Complete a detailed evaluation of screened alternatives based on at least the following factors:

- More detailed definition of process trains, facility requirements, residuals and bi-product process streams, site requirements and availability, and other factors.
- Projected impact on pond water quality and habitat (effectiveness at nitrogen removal and effectiveness at achieving the MEP concentration thresholds, based on analysis in step 3.1.1 above).
- Cost (analysis of capital costs and long-term operation and maintenance costs, as well as an evaluation of cost-effectiveness and 20 year NPV and life cycle costs.)
- Reliability and implementation ability, including regulatory constraints and public acceptability.
- Other direct and indirect impacts determined in consultation with the Town to be important in alternative selection, including environmental impacts and impacts on growth or redevelopment potential.

3.1.4 Conduct a workshop to evaluate and rank the alternatives using the evaluation plan developed in Task 2.2.1.

3.1.5 Evaluate funding, financing and user charge options for funding of the implementation of the alternative plans and assess impacts to the town and to property owners of each of these options.

#### **3.2 Prepare a DRAFT CWMP / Draft EIR Final Report and Recommended Plan**

## **DON'T USE THIS COPY TO SUBMIT A PROPOSAL**

- 3.2.1 Describe the components and characteristics of the Recommended Plan.
- 3.2.2 For both traditional and/or non-traditional solutions, prepare preliminary design criteria and preliminary designs for those facilities proposed for the first phase of construction, including maps showing service area(s), facility locations, effluent disposal or reuse location(s), sewer routes or other requirements; develop schematic flow diagrams and other information necessary for DEP review and approval.
- 3.2.3 For non-structural approaches (e.g. fertilizer management measures), define the important technical or management requirements, outline required documents and adopting bodies, define legal and regulatory requirements, outline key issues and steps in implementation.
- 3.2.4 Recommend municipal or private management structures and provisions to ensure long-term operation of the systems, including compliance monitoring and reporting. Recommend modifications to town bylaws, regulations and or zoning, if appropriate and/or necessary.
- 3.2.5 Prepare project implementation schedule for the recommended plan, including detailed schedule for design and construction of wastewater facilities (or phased construction of facilities).
- 3.2.6 Prepare detailed capital, O&M and administrative cost estimates for recommended plan, including 20 year NPV and life cycle analyses.
- 3.2.7 Recommend a plan for funding/financing the implementation of the recommended plan and project the impacts to the town and to property owners including residential, institutional and commercial). Include a list of grant funding opportunities using state, EPA or private programs for innovative technologies development.
- 3.2.8 Assist the Town with preparation for and participate in one public meeting to present results of the project and receive public comments. Prepare a draft and final response to public comments in cooperation with the WQMC.

### 4.0 Schedule

- The Town anticipates the CWMP will be approved within 18 months from award of the contract award.
- Within 30 days of award, develop an 18 month milestone chart for the project containing schedules for tasks and funding allotments. Any changes in the schedule or work plan must be immediately reported to the Town of Falmouth Wastewater Superintendent for approval prior to implementation.

### 5.0 Meetings

## **DON'T USE THIS COPY TO SUBMIT A PROPOSAL**

- Report in person on project progress to the Town quarterly (timed with the monthly Progress Reports).
- Make public presentations during at least five public meetings or hearings to discuss the MEPA Environmental Notification Form , Alternatives, Draft and Final CWMP and Cape Cod Commission
- Attend at four meetings with the town and regulatory agencies to finalize scope of work, complete MEPA and Cape Cod Commission reviews and finalize recommended plan.

### 6.0 Deliverables

- A brief progress report with each invoice, summarizing activity during the invoice period. Such reports will include the current project status, a statement of time and funds expended any required schedule update, and a statement of any anticipated personnel changes.
- For Task 1, Document Baseline Conditions: Provide ten (10) hard copies and an electronic copy in Microsoft Word of all written reports (Technical Memoranda). Provide both Draft Reports for review and Final Reports based on Town comments. Any original cost estimates prepared under this scope of services shall be provided in hard copy (6) and in usable electronic format (i.e., Microsoft Excel), and shall include sufficient detail for the Town to understand the basis – unit costs, multipliers, assumptions, sources and dates, etc.
  - GIS Map that includes all the requirements of Task 1.1 – 1.6
  - Technical Memorandum meeting all the requirements of Task 1.7 – 1.9
- For Task 2, Development and Screening of Alternatives: Provide ten (10) hard copies and an electronic copy in Microsoft Word of all written reports (Technical Memoranda). Provide both Draft Reports for review and Final Reports based on Town comments. Any original cost estimate prepared under this scope of services shall be provided in hard copy (6) and in usable electronic format (i.e., Microsoft Excel), and shall include sufficient detail for the Town to understand the basis – unit costs, multipliers, assumptions, sources and dates, etc.
  - Technical Memorandum meeting all the requirements of Task 2.1 & 2.2
  - Summary of Workshop Technical Memorandum meeting all the requirements of Task 2.3
- For Task 3, Evaluation of Alternatives and Recommended Plan: Provide ten (10) hard copies and an electronic copy in Microsoft Word of all written reports (Technical Memoranda and Draft CWMP/EIR). Provide both Draft Reports for review and Final Reports based on Town comments. Any original cost estimate prepared under this scope of services shall be provided in hard copy (6) and in usable electronic format (i.e., Microsoft Excel), and shall include sufficient detail for the Town to understand the basis – unit costs, multipliers, assumptions, sources and dates, etc.
  - Technical Memorandum meeting all the requirements of Task 3.1.1 – 3.1.5, Detailed Evaluation of Screened Alternatives

## **DON'T USE THIS COPY TO SUBMIT A PROPOSAL**

- DRAFT CWMP / Draft EIR Final Report and Recommended Plan meeting all the requirements of Task 3.2.1 – 3.2.9

### 7.0 Proposal Submittal Requirements

All proposals shall be submitted to the Department of Public Works, 416 Gifford Street, Falmouth MA 02540, on or before the date and time stated in the Request for Proposals.

Each proposal shall be in a sealed envelope or package, together with the name and address of the respondent and the date and time of proposal opening. Proposals must be clearly marked "Proposal – Oyster Pond CWMP for Wastewater/Nutrient Management."

Each proposal shall include a cover letter bearing the name and address of the firm, the name and title of the firm representative, the signature of the firm representative, and phone number.

*Each proposal shall be submitted in two parts: a Technical Proposal and a Cost Proposal.*

*Six copies and one original of the technical proposal shall be submitted in a sealed envelope or package clearly marked "Technical Proposal – Oyster Pond CWMP for Wastewater/Nutrient Management."*

*One original of the cost proposal shall also be submitted, under separate cover, in a sealed envelope clearly marked "Cost Proposal – Oyster Pond CWMP for Wastewater/Nutrient Management."*

Late and/or unsigned proposals will not be accepted. Proposals failing to adhere to the format prescribed in this RFP may be ruled ineligible.

The proposal must include a statement that the prices quoted remain valid for at least sixty (60) days from the due date for proposals to this RFP. The contents of this RFP and the proposal will become contractual obligations if a contract ensues. Proposals should be prepared simply and economically, providing a concise description of the respondent's ability to meet the requirements of the RFP. Emphasis should be on completeness, clarity and on a straight-forward description of technical and management approach and how the respondent will accomplish the tasks noted in this RFP. All proposals and materials submitted will be considered the property of the Town of Falmouth.

### 7.1 Requirements of Technical Proposal

- **Technical Approach:** A detailed proposal specifying the technical approach to be used by the consultant. This section may also include any recommendations for enhancing the project. The proposal should note any teaming arrangement; any tasks in which the respondent plans to utilize the services of sub consultants, Town of Falmouth officials, and/or any other parties. This section should also state office location(s) from which services would be provided
- **Description of Relevant Experience:** Description of the firm's overall experience and capabilities relevant to the required services.



## **DON'T USE THIS COPY TO SUBMIT A PROPOSAL**

- List of Relevant Projects: A list of a minimum of 10 relevant projects, including name and location of project, brief description of project, and approximate project cost. The list should include at least 5 large-scale wastewater system design and construction projects, as well as at least 5 non-traditional nutrient management projects, related to the types of projects listed in Section 0220, Scope of Services. The projects should be within the past five to seven (5-7) years.
- List of Key Personnel: A list identifying key personnel to work on this project and their expected roles.
- Resumes: Resumes for key staff.
- References: References for at least 5 related projects, including contact name, title, location, and phone number.
- Schedule: A work schedule, including start and completion dates and the sequence of the work tasks to be performed.

### 7.2 Requirements of Cost Proposal

- Completed Cost Proposal Sheet
  - All words and figures shall be typewritten or in ink upon the Cost Proposal Sheet included with the Request for Proposal documents.
  - All Cost Proposal prices shall be shown in words and figures. In case of discrepancy, the amount shown in words will govern.
  - Cost Proposal Sheet shall be completely filled in. Cost Proposals which are incomplete, conditional or obscure or which contain additions not called for may be rejected.
  - All Cost Proposals shall be signed correctly in ink by the individual, or in the case of a firm, partnership or corporation by a person having the legal authority from such firm, partnership or corporation.
  - Each proposer shall acknowledge receipt of any and all addendum issued to the Request for Proposals by so indicating on the Cost Proposal Sheet.
  - The Cost Proposal price shall constitute the combined total of all costs required to complete the Scope of Services, meeting all requirements of all sections of the RFP. The Cost Proposal price shall be considered the firm price for the successful completion of this project including all incidental costs.
  - The Cost Proposal price shall NOT include Allowances for Supplemental Tasks; those Allowances will be provided in the Cost Proposal Table described below but will not be included in the base Agreement.
- Cost Proposal Table
  - This table will provide back-up for the total cost listed on the Cost Proposal Sheet (the total on the Cost Proposal Table shall match that on the Cost Proposal Sheet; neither total should include Allowances for Enhancements / Supplemental Tasks).

## **DON'T USE THIS COPY TO SUBMIT A PROPOSAL**

- The Cost Proposal Table shall list, by Task, the total labor hours, reimbursable expenses, and proposed fee factor for salary costs (no fee will be assigned to reimbursable expenses). The table should also list any proposed subcontracting costs.
- At the bottom of the Cost Proposal Table, below the Total Cost, the Table shall list Allowances for Enhancement/Supplemental Tasks described in Section 220 (under Task 2). Those Allowances will not be included in the base Agreement. Final scope and fee for Supplemental Tasks may be negotiated at a later date and added through Amendment(s) to the Agreement at that time.

### 7.3 Additional Items Required

- Completed Non-Collusion Resolution.
- Completed State Taxes Certificate Clause.
- Completed Bankruptcy Statement.

### 7.4 Teaming Arrangements

Joint ventures, teaming arrangements or consortia are permissible only if the proposal indicates a single business entity as the prime contractor having complete fiscal and managerial responsibility under the contract. Regardless of the arrangement, respondents are advised that the prime contractor must possess significant management and technical capability, experience and resources. Prime contractor designation shall not be for the purpose of merely establishing a "local" presence or for circumventing the requirements stated in this RFP.

### 7.5 Performance and/or Delivery of Services

The Town of Falmouth reserves the right to seek and consider any and all information it deems appropriate to evaluate the respondent's ability and fitness to render the services encompassed by this RFP, including interviewing key personnel identified in proposals. Respondents shall identify in their proposal their availability to begin work, to assemble, deploy and maintain qualified project personnel, complete with resumes to maintain high service standards, and any other capabilities and resources which they feel surpass the Town of Falmouth minimum standards regarding the performance and/or delivery of services, as stated in this RFP.

### 7.6 Personnel

The respondent agrees by submission of a proposal to assign to the contract any project assignments there under, those persons whose resumes are submitted with its proposal. Substitutions shall require Town of Falmouth approval. All proposed substitutions must possess like or comparable qualifications to the person to be replaced.

### 7.7 Intellectual Property Rights

## **DON'T USE THIS COPY TO SUBMIT A PROPOSAL**

All technical information, data, reports and other intellectual property developed by the respondent as part of the completion of this project shall be and remain the property of the Town of Falmouth. No other use or dissemination of such information or work products shall be allowed without the prior written consent of the Town. Public outreach / information material will not be unreasonably withheld.

The respondent shall provide a list and describe all intellectual, proprietary, patent or commercial interest the respondent or team has with technologies, equipment, processes or systems that are/will be evaluated or developed as part of the Scope of Services to be completed.

### 8.0 Selection Criteria

#### 8.1 Evaluation/Selection

The respondent will be chosen on the basis of the criteria listed below:

- Quality and responsiveness of proposal.
- Technical Approach
- Qualifications of Firm.
- Qualifications of individuals assigned to Project Team.
- Past performance on projects of equal or greater complexity in nature in the related field. References and contact people with telephone numbers from their past projects.
- Financial security, proof of insurance.
- Total Contract Price.

One of four comparative rating designations will be assigned to each of the six criteria categories listed above. The rating system will be as follows:

- Highly advantageous (exceeds minimum criterion)
- Advantageous (meets minimum criterion)
- Not advantageous (meets certain minimum criterion)
- Unacceptable (does not meet minimum criterion)

Once each of the above categories has been assigned a rating, a composite rating will be given to each proposal. The composite rating will be one of the four rating designations described above. Any proposal which receives an "Unacceptable" rating in any category will automatically receive a composite rating of "Unacceptable".

#### 8.2 Additional Evaluation

If, after completing the evaluation outlined above, the Town finds that two or more proposals are more or less equal, it reserves the right to re-evaluate said proposals placing greater emphasis on any or all of the following factors:

- Prices quoted;

**DON'T USE THIS COPY TO SUBMIT A PROPOSAL**

- Past performance record;
- Special experience or abilities of the firm and subcontractors in the type of work or project assignments likely to be assigned;
- Capability of the firm to accomplish the work in the time required;
- Size of the firm and availability of personnel; and
- Other criteria related to the ability of the firm to perform the work.

The Town reserves the right to seek additional information from respondents and to schedule interviews with the most qualified.

The Town further reserves the right to reject any and/or all proposals wholly or in part and to make awards in a manner deemed in the best interest of the Town.

**DON'T USE THIS COPY TO SUBMIT A PROPOSAL**

- Section 0310 -  
NON-COLLUSIVE RESOLUTION

The undersigned certifies, under the provisions of Chapter 701 of the Acts of 1983 and under the penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this Section, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**DON'T USE THIS COPY TO SUBMIT A PROPOSAL**

- Section 0340 -  
STATE TAXES CERTIFICATE CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all State (Commonwealth of Massachusetts) tax returns and paid all State (Commonwealth of Massachusetts) taxes under law.

\_\_\_\_\_  
\*Signature of Individual  
Or Corporate Name (Mandatory)

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

\_\_\_\_\_  
\*\*Social Security Number  
or Federal I.D. Number

- \* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the
  
- \*\* Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement Issued, renewed or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, Section 49A.

**DON'T USE THIS COPY TO SUBMIT A PROPOSAL**

- Section 0360 -  
BANKRUPTCY STATEMENT

I / We certify that (name of firm) \_\_\_\_\_

\*is not currently under any bankruptcy law or proceeding.

Signature of individual: \_\_\_\_\_  
(or Corporate name)

By (Corporate Officer): \_\_\_\_\_  
(mandatory, if applicable)

\* If the firm is under any bankruptcy law or proceeding, a statement must be included which specifies any details of the proceeding which would affect the ability of the firm to carry out the provisions of this proposal during the term of any contract resulting from this proposal.

**DON'T USE THIS COPY TO SUBMIT A PROPOSAL**

- Section 0400 -  
COST PROPOSAL SHEET

The undersigned proposes to provide all services necessary in order to complete the work described in the Scope of Services in accordance with all applicable regulations and with all requirements described in the Request for Proposals, for the Total Amount of:

\$ \_\_\_\_\_,  
(numbers)

\$ \_\_\_\_\_  
(written out in words)

The above proposed cost shall constitute the total amount to execute all work required by the Request for Proposals, including the Scope of Services, and including all labor, materials and overhead, fee, and all other costs to complete the work required by the contract. The undersigned will submit to all contract requirements and conditions as they apply to the contract resulting from this proposal.

The undersigned acknowledges receipt of addenda number(s): \_\_\_\_\_.

It is understood that the contract(s) resulting from this proposal shall be awarded based upon the Contract Total Proposal Price. The undersigned agrees that award of this Contract is contingent upon the availability of funds and that the Contract price(s) shall remain valid for a period of sixty (60) days from the date of the proposal opening.

If the respondent is a Corporation, indicate State of Incorporation under the signature and affix corporate seal; if a partnership, give full names and residential address of all partners; and if an individual, give residential address if different from business address. If the respondent to whom the Contract is awarded is a Corporation, an affidavit giving the Principal the right to sign the Contract must accompany the executed Contract.

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title (type or print): \_\_\_\_\_

Engineer Federal Tax ID #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

NOTES: Failure to complete this form will result in the proposal being declared Non-Responsive and not eligible for award consideration.

**Attach Cost Proposal Table described in Section 220**



**DON'T USE THIS COPY TO SUBMIT A PROPOSAL**

- Section 0500 -  
AGREEMENT

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (herein referred to as the Agreement) by and between the Town of Falmouth, Massachusetts, acting by and through its Board of Selectmen, duly authorized therefore, who act herein solely for said Town and without personal liability to themselves (herein referred to as Owner) and

Name of Engineer: \_\_\_\_\_

Address of Engineer: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(here in referred to as Engineer). Owner and Engineer, in consideration of the mutual covenants herein set forth, agree as follows: in consideration of the payments and agreements herein mentioned to be made and performed by the Owner, the Engineer hereby agrees with the Owner to commence and complete the work described in the Scope of Services, under the terms stated in the Contract; and at his own proper costs and expense to furnish all labor, materials, supplies, machinery, equipment, tools, superintendence, insurance and other accessories and services necessary to complete the work in accordance with all conditions stated in the Request for Proposals, including the General Conditions, Scope of Services and all other sections of this Contract.

The Engineer hereby agrees to fully complete the Project within the time stated in the Request for Proposals.

The Town agrees to pay the Engineer for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract.

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

**OWNER**  
**TOWN OF FALMOUTH**

**ENGINEER**  
**Firm Name:** \_\_\_\_\_

By: \_\_\_\_\_  
Julian Suso  
Town Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Giving Notices:

Address for Giving Notices:

**DON'T USE THIS COPY TO SUBMIT A PROPOSAL**

Falmouth Wastewater Division  
59 Town Hall Square  
Falmouth, MA 02540  
(508) 548-7611

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Town Counsel

\_\_\_\_\_  
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

As required by Chapter 693 of the Acts of 1964 (MGL Chapter 44, Section 31c), this is to certify that the Town of Falmouth, Massachusetts has an appropriation which is adequate to cover the cost of this Contract.

By: \_\_\_\_\_  
Town Accountant

\_\_\_\_\_  
Date

Note: If Engineer is a Corporation, an affidavit giving the Principal the right to sign the Agreement must accompany the executed Agreement.