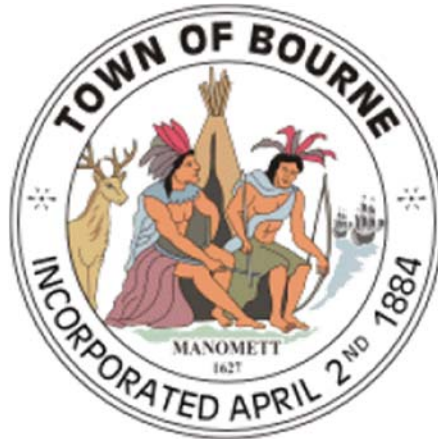


Town of Bourne, Massachusetts Comprehensive Wastewater Management Plan Request for Proposals

December 2019



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SECTION 1: BACKGROUND

1.1 INTRODUCTION

The Town of Bourne (the "Town"), hereby requests the submittal of proposals from highly qualified engineering firms ("Consultant") for the preparation of a Comprehensive Wastewater Management Plan and additional services related to said planning.

The specified work is anticipated to take approximately eighteen months to complete, and will be accomplished in phases, each with a strong public consultation component. Phase I will be "Needs Assessment", Phase II will be "Identification, Screening, and Evaluation of Alternatives", Phase III will be "Formulation of Recommended Plan" and Phase IV will be "Completion of MEPA and DRI Reviews". See Section 3 for a more detailed discussion concerning the Scope of Services.

1.2 TOWN OF BOURNE OVERVIEW

The Town of Bourne is the third largest town on Cape Cod in terms of land area, encompassing approximately 42 square miles, or 27,000 acres, with a local population of approximately 20,000 year-round residents. The Town is bounded on the north by Plymouth, on the east by the Town of Sandwich, on the south by the Towns of Falmouth, and on the west by the Town of Wareham, and Bourne has beach front property on both Cape Cod Bay and Buzzards Bay. Of the 42 Square Miles, approximately 17 square miles (10,750 acres) of the Joint Base Cape Cod (JBCC) also lie within the confines of Bourne.

The Town of Bourne is a medium-sized community that is the first Town on Cape Cod and the last Town to be incorporated in Barnstable County. Long used by the Pilgrims during the 1620's as a center for trading activities, Aptucxet Trading Post was built in 1627, and the area was settled as a part of the Town of Sandwich by 1640, before finally being incorporated as the Town of Bourne in 1884.

The Cape Cod Canal, operated by the Army Corps of Engineers, bisects the community, with both the Bourne and the Sagamore Bridges, as well as the Buzzards Bay Railroad Bridge, being the only means to cross the Canal, unless you're travelling by water or air. The Canal is world renowned for its superb sport fishing, scenic vistas, relaxing bike rides & walking routes, and for carrying vessels of all sizes flying the flags of many nations. Bourne has numerous quiet harbors and inlets for boating and swimming, and the fishing & shell fishing in the area is particularly enticing and considered some of the most diverse in Massachusetts.

Bourne Scenic Park, founded in 1951 and run by the independent Bourne Recreation Authority, is located beneath the Bourne Bridge along the Canal, and is a perfect location for those seeking to enjoy the Canal and its' many activities. The Authority also runs the popular Gallo Ice Arena.

It is a quiet community where the summer population may increase by as much as double for our seasonal community. During the summer, there are weekly Concerts in the Park, the July 4th Parade has proven quite popular, and in December activities in Buzzards Bay Park to help celebrate the Holiday Season.

1.3 PROJECT DESCRIPTION

Water quality is a major issue throughout Cape Cod and the Town of Bourne. Recently, the Town has taken on initiatives to develop the village of Buzzards Bay as an urban center of business, industry, and residential development. The Town has recently undertaken the proper planning and reporting to increase the sewer system capacity and thus the ability to further develop and redevelop the village into the center it once was. Through a variety of planning exercises that the Town has commissioned, it has been known that the water quality throughout other areas in town are also in need of action to remediate and protect sensitive water bodies that are crucial to the character and economy of the Town. The Comprehensive Wastewater Management Plan will work to accomplish that. This plan will need to identify all significant threats to groundwater and surface waters town-wide, and develop comprehensive strategies for sustainable wastewater management now and into the future. It is the intent of this Plan to create a resilient system that will be prepared to meet the challenges of future climate change. A significant portion of this effort will be to develop solutions to address nutrient enrichment of Bourne's groundwater, estuaries, and fresh surface waters. The Town has historically participated in, and is currently seeking to reengage, the Massachusetts Estuaries Project (MEP). The MEP reports to determine critical nitrogen loading thresholds for the Phinneys Harbor, Eel Pond and Back River System in Bourne; and for the Megansett – Squeteague Harbor estuarine system in the towns of Falmouth and Bourne have been completed. Bourne's plan will need to address not only water resources within its boundaries, but also the needs that result from being located in shared watersheds.

The Town is currently part of an effort to look at regionalizing wastewater treatment with the Towns of Sandwich, Barnstable, Falmouth, and Mashpee on the Joint Base Cape Cod (JBCC). Also the Towns of Marion, Bourne, Plymouth, Wareham and the Massachusetts Maritime Academy (MMA) are exploring a regional partnership to increase the capacity of the existing wastewater discharge at MMA. The plan will need to address these regional treatment opportunities and issues, and it is expected that the Consultant will be involved in advising and assisting the Town with regionalization negotiations.

The Town envisions that development of the plan will include heavy public involvement through volunteer committees, workshops, and informative meetings. The Town strongly believes that the education and involvement of the public as the

plan is being developed will be paramount to its ultimate success. It is expected that meetings and workshops will be broadcast on public access television for the widest possible dissemination.

A description of the Scope of Services for this project is included in Section 3. Previous plans and reports completed within the past 12 years are listed below:

- "Bourne Wastewater Management Planning Study", prepared by Tighe & Bond, dated October 2007
- "Wastewater Management Conceptual Alternatives Analysis – South of the Cape Cod Canal", prepared by Tighe and Bond for the Bourne Financial Development Corporation, dated January 2008.
- "Wastewater Management Planning for Bourne's Downtown", prepared by the Bourne Wastewater Advisory Committee with assistance from the Cape Cod Commission RESET and CH2MHill, dated June 20, 2012.
- "Buzzards Bay WWTF Engineering Report and Preliminary Engineering Report", prepared by Weston & Sampson.
- Wareham-Bourne Intermunicipal Agreement (IMA), dated April 2010.
- Joint Base Cape Cod Shared Wastewater Management Study, dated August 2019.

1.4 PROJECT FUNDING

The Town will be requesting full funding for the CWMP through Town Meeting to cover the anticipated costs. Funding may not be available until July 1, 2020, FY2021, or thereafter. Potential grant funding could offset the total project cost. The Town is currently seeking additional funding to complete the Comprehensive Wastewater Management Plan from a variety of agencies. The Consultant may be able to assist in this effort.

SECTION 2: GENERAL REQUIREMENTS

2.1 KEY PROPOSAL DATES

The following is a tentative schedule subject to change.

12/30/2019	RFP document available from the Town of Bourne
1/21/2020	Last Day for questions
2/6/2020	RFP Due no later than 2:00 PM
2/16/2020	Begin Optional Interview Period
2/27/2020	End Optional Interview Period
3/1/2020	Recommend selected Consultant for Approval
TBD	Notice of Award

2.2 INSTRUCTIONS FOR PROPOSERS

2.2.1 General

- Proposals must be received at the Bourne Town Hall by 2:00 pm on 2/6/2020. The RFP's will not be opened publicly. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- All proposals shall be sealed and received either via:

Hand Delivery:

Bourne Town Hall
Town Administrator/Selectmen's Office
24 Perry Avenue
Buzzards Bay, MA 02532

Mail Delivery:

Bourne Town Hall
Office of the Town Administrator
24 Perry Avenue
Bourne, MA 02532

- This Request for Proposals ("RFP") is governed by the requirements of G.L. c. 30B, section 6. Each proposal shall be submitted in two parts - a Technical Proposal and a separate Price Proposal. The proposals must be submitted in two separate sealed envelopes. These two envelopes must be enclosed in a single outside envelope, which is sealed and marked with the proposer's name and address and titled "BOURNE COMPREHENSIVE WASTEWATER MANAGEMENT PLAN." Both inner envelopes must be clearly marked with the proposer's name, date of opening, and titled as follows:

Technical (Non-Price) Proposal. One envelope shall contain all the technical (non-price) information required by the Request for Proposal, and it shall be marked "BOURNE COMPREHENSIVE WASTEWATER MANAGEMENT PLAN – TECHNICAL PROPOSAL." The proposal must address, at a minimum, each of the issues set forth in this RFP in order to be considered responsive. The Town may reject any proposal which does not respond to each issue in this RFP as non-responsive. Any technical proposal containing pricing information shall be rejected as non-responsive.

Price Proposal. One envelope shall contain the proposer's price proposal and it shall be marked "BOURNE COMPREHENSIVE WASTEWATER MANAGEMENT PLAN – PRICE PROPOSAL."

- Proposers shall submit five (5) copies of their proposal to the Town. The proposals must consist of both separate and sealed price and technical (non-price) information. Proposals shall provide all the information required in this RFP and the attached proposal forms, and may include additional information, such as narrative summaries, business brochures, letters of recommendation, etc.
- Proposers may correct, modify, or withdraw a proposal by sealed, written notice, clearly marked as a correction, modification, or withdrawal, and received at Bourne Town Hall at least 4 hours prior to the time and date for submission of the proposals
- No proposer may withdraw his/her proposal for a period of sixty (60) days after the date set for the opening thereof.
- No Security Deposit is required for this Proposal.
- Proposals must be signed in ink as follows:
 - a. If the proposer is an individual, by him/her personally;
 - b. If the proposer is a partnership, by the name of the partners, followed by the signature of each general partner; and
 - c. If the proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed. A copy of the corporate vote must also be submitted.
- Proposals will not be opened publicly. Technical proposals shall be opened by the Chief Procurement Officer ("CPO") in the presence of one or more witnesses. The price proposals shall be opened and evaluated by the CPO, or his delegate, and shall not be disclosed to individuals who are involved in the evaluation process of the technical proposals prior to the completion of the technical evaluation. The contents of the proposals shall remain confidential and shall not be disclosed to competing proposers until the completion of the evaluations, or until the time for acceptance specified in this RFP, whichever occurs earlier. At the opening of proposals, the CPO shall prepare a register of proposals which shall include the name of each proposer and the number of modifications, if any, received. The register of proposals shall be open for public inspection.
- Any contract resulting from this RFP shall be awarded to the proposer whose Proposal is deemed to be the most Advantageous to the Town of Bourne. The evaluation committee will be the sole judge in determining whether a

proposer's Proposal satisfies the requirements of this RFP and whether or not the Proposal will prove advantageous to the Town.

2.2.2 Pre-Proposal Meeting

There will not be a pre-proposal meeting for this proposal.

2.2.3 Questions and Clarifications

Proposers who have any questions concerning the requirements of the Request for Proposals should address those questions in writing to the attention of "CWMP RFP Questions" via the methods above, by e-mail (tlydon@townofbourne.com), or by fax (508-759-0679).

Revisions and any supplementary information to the Request for Proposals shall only be effective if the Town issues an addendum. Oral interpretations are non-binding.

2.2.4 Insurance requirements

See Article 9, Insurance, of the sample agreement (Appendix B) for required insurance coverage and limits

2.2.5 Interview

The Town may, depending on the number and quality of proposals, elect to interview some or all of the proposers whose technical proposals meet the minimum criteria specified in this RFP. If the Town elects to follow this procedure, the interviews will all follow the same pre-scripted format of questions to assure conformity in the interviewing process, however, follow-up discussions may vary depending on the interviewees' answers. The proposers will be ranked based on their interview performances. This ranking will be taken into account in the overall evaluation of candidates. The interview must include the designated project manager and may also include other individuals who will actually participate in the work.

2.2.6 Miscellaneous

- The Town may cancel this RFP, in whole or in part, or may reject all Proposals, or may procure only some goods and/or services outlined in this RFP whenever such action is determined to be fiscally advantageous to the Town, or if it is otherwise in the best interest of the Town.

- The Town may request that supplementary information be furnished to assure a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
- All Proposals shall be in ink or typewritten and must be presented in an organized and clear manner.
- Each proposer shall acknowledge receipt of any and all addendums issued to the Request for Proposals by so indicating in the Cover Letter/General Response.
- Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her Proposal.
- All applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over these services shall apply to the Contract throughout, and they shall be deemed to be included in the contractual Contract the same as though herein written out in full.
- It is understood that the proposer has submitted the Proposal in good faith and without collusion or fraud with any other individuals, firms, or corporations in creating the Proposal to subvert the market process.
- The Town will not accept proposals from Consultants that that have a financial or proprietary interest in equipment, systems, or products that may be part of the recommended plan.
- All costs involved in preparing the Proposal will be borne by the proposer; the Town will not be liable for any costs associated with the creation of the Proposal. The proposer shall be familiar with all state, local and other laws relating to this type of work.
- Proposals, which are incomplete or conditional, will be rejected.
- No award will be made to any proposer who cannot satisfy the Evaluation Criteria outlined in Section 4 of the CWMP Request for Proposals.

2.3 CONTENTS OF THE TECHNICAL PROPOSAL

The Technical Proposal must include each of the following sections, divided, tabbed, and labeled with the same headings as the following underlined headings. The proposal shall also include a Table of Contents.

• 2.3.1 - Cover Letter

- The Cover Letter shall include the name of the firm, address, e-mail address, and telephone number; it shall be signed in ink by someone authorized to sign such documents. Acknowledge any addenda, if any.

• 2.3.2 - Company Profile

- Introduce the Company
- Discuss the Company's Corporate Structure and Stability
- Discuss the capabilities of the Company, particularly note the firm's special resources/expertise such as planning, water resources planning and design, wastewater resources planning and design, storm water resources planning and design, civil infrastructure planning and design, Geographic Information Systems (GIS), etc
- Discuss firms capacity to perform the work and its current workload
- List any work the Consultant has done in a period of time with nearby communities (Sandwich, Plymouth, Wareham, Mashpee, Falmouth, Barnstable, and Marion) with whom Bourne may need to negotiate (either due to shared watershed or regionalization) in order to avoid a Conflict of Interest.
- List any water, wastewater, or storm water equipment, or treatment systems in which the Company has either a financial or proprietary interest

• 2.3.3 - Project Understanding and Technical Approach

- Describe the Consultant's understanding of the project and its associated challenges
- Describe how the Consultant will utilize the Town's previous wastewater reports in it's research.
- Describe the technical approach in completing the requested Scope of work. Provide a specific task list for each Phase of the project.
- Provide a detailed project schedule for these tasks.
- Describe how the Consultant is expecting to work with and interact with the Town, its employees, and volunteer committees during the development of the plan. Describe the frequency with which they expect to meet with these groups.
- The Town encourages a creative and contemporary approach to the development of the Comprehensive Wastewater Management Plan as long as the final plan meets all the requirements for approval by State and County agencies and specifically how the CWMP is consistent with the requirements set forth in the Cape Cod Commission's 208 Water Quality Plan Update (June 2015).

• 2.3.4 - Project Team

- Provide an Organization Chart of the project team - include sub-consultants
- Describe roles and responsibilities of all individuals on the project team- include sub-consultants
- Resumes for each member of the team and all sub-consultants shall be included in the Appendix of the proposal.
- The Consultant must be prepared to contractually commit all individuals as submitted in their proposal to this service. Staffing changes require written approval by the Town. Changes not approved by the

Town will constitute a breach of Contract to any agreement which may result from this Request for Proposals. In this case the Town will have the right to end the contract.

• 2.3.5 - Relevant Experience

- Describe the Company's past performance on similar projects; explain the firm's roles and responsibilities. Include key staff members that worked on the project. Provide in 2.3.6 references for all projects listed.
- Describe the project team's relevant experience with projects such as the one being proposed upon. Include specific information on hydrogeologic modeling and the use of Geographic Information Systems (GIS) systems during plan development.
- Provide examples that the Firm or project team have created where creative and innovative solutions were developed.
- Describe the project team's relevant experience with design of: wastewater collection systems and treatment facilities, wastewater disposal systems, and roadway reconstruction. Also describe the team's relevant experience concerning water supply management planning as it relates to wastewater.
- Describe the project team's relevant experience with the Commonwealth of Massachusetts, particularly the MEPA process, and Cape Cod Commission.
- Describe the project team's relevant experience concerning regionalization and Inter Municipal Agreements (IMA).
- Describe the project teams experience seeking out and procuring funding (grants and loans) for municipal projects

• 2.3.6 - Client references

- Provide a list of client references. At a minimum include five (5) references. All clients mentioned in 2.3.5 should be included. Provide a point of contact, phone number and e-mail address.

• 2.3.7 - Attachments

- Resumes, required forms, etc

2.4 CONTENTS OF THE COST PROPOSAL

The Price Proposal must be submitted in a sealed envelope, separate from the Technical Proposal. The Price Proposal must be divided by phase as per the scope and include the following table.

Phase	Description	Total Consultant and Sub-consultant Costs
I	Needs Assessment	
II	Identification, Screening and Evaluation of Alternatives	
III	Formulation of Recommended Plan	
IV	Completion of MEPA and DRI Reviews	
	TOTAL BUDGET:	

The price proposal shall include a total cost for each phase and must include all sub-consultants, administrative costs, expenses, etc. In addition, include with the price proposal a tabulation of expected staff-hours, listed by task and employee classification (an example form is included in Appendix C). Include sub consultant staff-hours as well.

SECTION 3: SCOPE OF SERVICES

The Comprehensive Wastewater Management Plan will be developed in phases, each with strong public involvement. Each Phase, and a general description, is listed below. As described in Section 2.3, the proposer will provide an envisioned detailed task list for each Phase of the project

PHASES AND PRINCIPAL TASKS

Phase	General Tasks
Phase I: Needs Assessment	<ul style="list-style-type: none"> • Document existing land uses, soil conditions, watersheds, water supply zones of contribution, and environmentally sensitive areas • Quantify demographics in terms of year-round and seasonal populations, housing data, commercial activity and water use

	<ul style="list-style-type: none"> • Document existing and future water quality needs for each watershed and pond in Town • Quantify existing needs for protection of drinking water and surface waters, and for improvements in wastewater disposal • Prepare projections of future population growth and commercial development and establish the planning period • Estimate future needs for water quality protection and wastewater disposal • Consult with the public through workshops, hearings and reports
Phase II: Identification, Screening, and Evaluation of Alternatives	<ul style="list-style-type: none"> • Identify all technically feasible options for protecting water resources, including both structural and non-structural alternatives • Establish evaluative criteria against which to compare the options and apply those criteria to identify the most applicable options for the Town • Identify appropriate sites for potential treated wastewater disposal • Formulate as many town-wide plans as necessary to illustrate the use of the most applicable technologies and systems (at least one plan shall be regional) • Screen the town-wide plans using appropriate evaluative criteria to identify the best 3 to 4 plans • Describe each screened alternative in sufficient detail to fully evaluate its features • Compare the screened alternatives with respect to the following factors: <ul style="list-style-type: none"> o Capital and O&M costs o Energy Usage o Lag time from implementation to achievement of water quality goals o Impact on environmentally sensitive areas o Impact on community growth o Impact on property taxes • Consult with the public through workshops, hearings and reports
Phase III: Formulation of Recommended Plan	<ul style="list-style-type: none"> • Identify the single alternative or combinations of alternatives that is best for Bourne • Prepare preliminary designs of structural components • Determine the key features of non-structural components • Prepare estimates of capital and O&M costs and funding requirements

	<ul style="list-style-type: none"> • Illustrate likely financial impacts on users and non-users • Formulate an implementation schedule, including permits and approvals • Identify principal environmental impacts and associated mitigating measures • Consult with the public through workshops, hearings and reports
Phase IV: MEPA and DRI Reviews	<ul style="list-style-type: none"> • Prepare Environmental Notification Form and Environmental Impact Reports • File DRI application • Attend all scoping meetings and hearings • Respond to comments • Achieve DRI, DEP approval of the CWMP

SECTION 4: EVALUATION CRITERIA

4.1 MINIMUM REQUIREMENTS

The evaluation committee shall reject Proposals that do not meet certain minimum requirements.

Proposals will be rejected where:

- The Consultant failed to submit a complete proposal that addressed all aspects of the RFP and/or
- The Consultant included cost information in the Technical Proposal and/or
- The Proposal was not from an individual or established business, corporation, partnership, sole proprietorship, joint stock company, joint venture, firm, or other entity engaged in the practice of providing such services as the principal business for which the entity was formed and/or
- The proposal did not include a signed the Certificate of Non-Collusion and the State Taxes Certification Clause, and all other required Proposal forms.

4.2 COMPARATIVE EVALUATION CRITERIA

The Town will evaluate the technical (non-price) proposal using the following comparative evaluation criteria. Each member of the Town's evaluation team shall evaluate each of the technical proposals. The following criteria will be used to measure the merits of each proposal:

- *Highly Advantageous*

- *Advantageous*

- *Not Advantageous*

- *Unacceptable*

NOTE: an “Unacceptable” rating in any one of the listed criteria will eliminate the proposal from further consideration.

A. The Company: Its background and ability to perform all aspects of the required services.

Unacceptable: No experience in environmental and wastewater consulting services.

Not Advantageous: Less than ten (10) years of experience in environmental and wastewater consulting services.

Advantageous: Ten (10) to Twenty (20) years of experience in nutrient management, environmental and wastewater consulting services.

Highly Advantageous: More than Twenty (20) years of experience in nutrient management, environmental and wastewater consulting services.

B. Recent Relevant Experience - CWRMP/CWMP: having provided Comprehensive Water Resources Management Plans (CWRMP) or Comprehensive Wastewater Management Plans (CWMP) to clients (provide specifics of work performed).

Unacceptable: Consultant has no experience in providing a CWRMP/CWMP to a client.

Not Advantageous: Consultant has provided services to develop one (1) CWRMP/CWMP in the past five (5) years

Advantageous: Consultant has provided services to develop two (2) or more CWRMP/CWMPs in the past five (5) years.

Highly Advantageous: Consultant has provided services to develop two (2) or more CWRMP/CWMPs in the past five (5) years with at least one (1) being for a municipality on Cape Cod

C. Recent Relevant Experience - IMA/Regionalization: having provided services concerning regionalization and helped develop Inter Municipal Agreements (IMA).

Unacceptable: Consultant has no experience with regionalization or with IMAs.

Not Advantageous: Consultant has no experience with regionalization but has assisted a community with an (one) IMA.

Advantageous: Consultant has provided services developing multiple IMAs. Firm has also been active in regionalization efforts, though not on Cape Cod.

Highly Advantageous: Consultant has provided services developing multiple IMAs and assisting in inter municipal discussions and negotiations. Firm has also been active in regionalization efforts on Cape Cod.

D. Conflict of Interest: having contractual arrangements or employment with (as Clients) with the neighboring municipalities (the Towns of Sandwich, Falmouth, Barnstable, Plymouth, Mashpee, Marion, and Wareham) with whom Bourne may need to negotiate (either due to shared watershed or regionalization)

Unacceptable: The Consultant is currently working for, and would be representing or advising the nearby municipality during negotiations on wastewater planning or regionalization issues.

Not Advantageous: The Consultant is currently working for a neighboring municipality on wastewater planning issues, may not be representing but may be advising the municipality during wastewater planning, or regionalization negotiations.

Advantageous: The Consultant is currently working for a neighboring municipality on wastewater projects, but is not involved with the municipalities wastewater planning and would not be representing or advising the municipality during wastewater planning, or regionalization negotiations.

Highly Advantageous: The Consultant is not currently, nor has not done any related wastewater work in a neighboring municipality within the past five years.

E. Staffing and Organization: to include the Consultant's personnel and those of the subconsultant (if any)

Unacceptable - No staffing plan or team organization was provided.

Not Advantageous - The staffing information provided may meet the Town's needs, but the organization plan provided is not clear enough to make a determination of roles and responsibility.

Advantageous - The staffing information and team organization provided will meet the needs of the Town, and shows the proposer's commitment to the project by providing an experienced team of quality professionals with defined roles.

Highly Advantageous - The staffing information and team organization provided will exceed the needs set forth by the Town and shows the proposer's commitment to putting their best and most experienced staff and resources into this project. Project roles and responsibility are clearly defined.

F. Project Understanding & Technical Approach

Unacceptable - Proposal did not adequately convey the proposer understanding of this assignment and the Consultant's approach to completing the project successfully.

Not Advantageous - The proposal does not contain a clear and comprehensive plan that addresses most of the project objectives stated in the Request for Proposals. Proposed staffing for the project appears inadequate. Or, the proposal contains a clear and comprehensive plan that addresses most of the project objectives stated in the Request for Proposals; however, the proposal does not demonstrate an adequate knowledge of the Town of Bourne and its particular needs.

Advantageous - The proposal contains a clear and comprehensive plan that addresses most of the project objectives stated in the Request for Proposals. The proposal demonstrates some knowledge of the Town of Bourne and its particular needs. Proposed staffing required for the project appears adequate.

Highly Advantageous - The proposal demonstrates superior understanding of project needs and contains a clear and comprehensive plan that addresses all of the project's objectives stated in the Request for Proposals. The proposal also demonstrates a solid knowledge of the Town of Bourne and sensitivity to its particular needs. Proposed staffing required for the project appears adequate.

G. References:

Unacceptable: Less than five (5) references were provided.

Not Advantageous: Two or more of the proposer's references indicate that the project was not completed to their satisfaction

Advantageous: One of the proposer's references indicates that the project was not completed to their satisfaction.

Highly Advantageous: All of the proposer's references indicate that the projects were completed to their satisfaction, on time, proposer was professional and responsive to requests of the employing entity and reference would use proposer again on another project.

H. General Impression of Proposal

Unacceptable - The proposal was not responsive in an acceptable manner.

Not Advantageous - Response is informative, meets the criteria for responsiveness. Reviewer feels proposal reflects that proposer may be able to perform in a manner acceptable to the Town, but was not overly impressed by proposer's experience or ability.

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

Highly Advantageous - Response is informative, and specific to Bourne. Proposal reflects that provider is able to perform in a manner acceptable to the Town, communicates well, deals well with the public, has a through understanding of wastewater needs in Bourne and on Cape Cod, is very capable of representing the Town during inter municipal negotiations, and shows the proposer's commitment to the Town and the project. The evaluation committee is confident in the provider's overall ability to provide and administer the services as required by the Town.

APPENDIX A

REQUIRED FORMS:

1. Certificate of Non Collusion
2. Certificate of Tax Compliance
3. Certificate of Corporate Authority

1. CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid 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.

(Signature of person signing bid or proposal)

2. CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, _____,
authorized signatory for _____, do hereby certify under the pains and penalties

(Name of Contractor)

of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting
of employees and contractors, and withholding and remitting child support.

CONTRACTOR

By: _____

(Signature of Authorized Representative)

Title: _____

Date: _____, 20____

3. CERTIFICATE OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of _____

(Name of Corporation)

held on _____ it was VOTED that:

(Date)

(Name)

(Officer)

of this corporation, be and he/she hereby is authorized to execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such

_____ under seal of the company, shall be valid and binding upon this

(Officer)

corporation.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____

that _____ is the duly elected _____ of said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

(Clerk)

CORPORATE SEAL:

APPENDIX B
STANDARD TOWN-CONSULTANT AGREEMENT

TOWN OF BOURNE, MASSACHUSETTS

AGREEMENT FOR

THIS AGREEMENT made this ____ day of _____, 20____ by and between the Town of Bourne, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 24 Perry Ave, Bourne, MA 02532, acting by and through its Town Administrator, hereinafter referred to as the "Town", and _____, a Massachusetts corporation/partnership/sole proprietorship) having a usual place of business at _____, _____, MA _____, hereinafter referred to as the "Contractor".

WITNESSETH:

Whereas, the Town invited the submission of a proposal for _____ "the Project"; and

WHEREAS, the Contractor submitted a proposal in response to said invitation, and the Town has awarded the contract therefor to the Contractor.

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

Article 1. Contract Documents. The Contract Documents consist of this Agreement, the purchase description, if any, the Invitation for Bids or Request for Proposals, Instructions to Bidders/Proposers, Scope of Services or Specification, and the quotation, bid or proposal submitted by the Contractor, including negotiated modifications to the Plan of Services, if any. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto. In the event of a conflict between any of the Contract Documents, the document most favorable to the Town, in its sole determination, shall prevail.

Article 2. The Work. The Work consists of _____, as more fully described in the Contract Documents as defined above.

Article 3. Term of Contract. This Agreement shall be in effect from _____ and shall expire on _____, unless terminated earlier pursuant to the terms hereof. This Agreement may be extended for an additional term of _____, at the sole discretion of the Town, and any such option shall not be subject to the acceptance or approval of the Contractor.

Article 4. Compensation. A. The Town shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement. Total Price \$_____, as set forth in more detail in the Contract Documents.

B. The acceptance by the Contractor of final payment for items and/or services provided shall be deemed a release of the Town from any and all claims and liabilities under this Agreement.

C. Neither the Town's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the Town under the Agreement or any cause of action arising out of the performance of the Agreement.

Article 5. Payment of Compensation. The Town shall make payments as follows:

_____.

Article 6. Liability of the Town. The Town's liability hereunder shall be to make all payments when they shall become due, and the Town shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Agreement.

Article 7. Independent Contractor. The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose.

Article 8. Indemnification. The Contractor shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the Contractor's breach of this Agreement or the negligence or willful misconduct of the Contractor, or the Contractor's agents or employees.

Article 9. Insurance.

A. Indemnification for Public Liability and Property Damage. The Consultant shall hold harmless, defend and indemnify the Client and Client's officers, and employees against all claims, demands, actions and suits (including reasonable attorney's fees and costs) for bodily injury, including death, and for property damage, including loss of use thereof, brought against any of them arising from the Consultant's work or any of its subconsultant's work under this Agreement other than the performance of professional services.

B. Indemnification for Professional Services Liability. The Consultant shall hold harmless and indemnify Client, and the Client's officers, and employees against all claims, demands, actions and suits brought against any of them to the extent caused arising from the negligent acts, errors or omissions of Consultant or any of its subconsultants in the performance of professional services under this Agreement.

C. The Contractor shall obtain and maintain during the term of this Agreement the insurance coverage (\$1,000,000 per occurrence and \$3,000,000 aggregate for liability and property damage) in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the Town.

D. All policies shall identify the Town as an additional insured (except Workers' Compensation) and shall provide that the Town shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the Town upon the execution of this Agreement, and at least ten (10) days prior to the renewal of any such coverage. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

Article 10. Assignment. The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the Town.

Article 11. Termination. A. Termination for Cause. If at any time during the term of this Agreement the Town determines that the Contractor has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the Town, or by not complying with the direction of the Town or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the Town shall notify the Contractor in writing stating therein the nature of the alleged breach and directing the Contractor to cure such breach within ten (10) days. The Contractor specifically agrees that it shall indemnify and hold the Town harmless from any loss, damage, cost, charge, expense or claim arising out of our resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the Contractor fails to cure said breach within ten (10) days, the Town may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the Contractor specifying the effective date of the termination. Upon receipt of said notice, the Contractor shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the Town may have against the Contractor up to the date of such termination, and the Contractor shall be liable to the Town for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the Town.

Article 12. Termination for Convenience. The Town may terminate this Agreement at any time for convenience by providing the Contractor written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the Contractor shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the Town, such payment not to exceed the fair value of the services provided hereunder.

Article 13. Inspection and Reports. The Town or its agent shall have the right at any time to inspect the work of the Contractor, including the right to enter upon any property owned or occupied by Contractor, whether situated within or beyond the limits of the Town. Whenever requested, Contractor shall immediately furnish to the Town full and complete written reports of its operation under this Agreement in such detail and with such information as the Town may request.

Article 14. Royalties and Patents: The Contractor shall pay all applicable royalties and license fees. In addition, the Contractor hereby represents that it is duly authorized to use any process or other intellectual property rights held by third

parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the Town harmless from loss on account thereof.

Article 15. Successor and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other. Notwithstanding the approval of any assignment by the Town pursuant to this paragraph, the Contractor shall remain liable for the full performance of the terms of this Contract.

Article 16. Compliance with Laws. The Contractor shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work. The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence.

Article 17. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

Article 18. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

Article 19. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Contractor submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

Article 20. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto. IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

I certify that an appropriation
is available in the amount of this
Contract.

Finance Director

TOWN OF BOURNE

By: _____
Anthony Schiavi
Town Administrator

(Contractor)

By: _____
Name: _____
(Type or Print)

Title: _____
(Type or Print)

APPENDIX C
EXAMPLE STAFF HOUR FORM

Staff Hourly Breakdown									
Project:	Bourne Comprehensive Wastewater Management Plan								
	(CWMP)								
Municipality:	Bourne								
Consultant:	John Smith Consultants								
Hourly Rate Summary									
	PIC	Project Manager	Senior Engineer	Engineer	Assistant Engineer	Engineering Tech			
Rate/hour	\$ 74.00	\$ 71.63	\$ 65.67	\$ 50.21	\$ 39.63	\$ 32.48	Total		
Hourly Breakdown									
Task 1A: Review Materials	2	4	8	16	16	16	62		
Task 1B: Evaluation Criteria	4	8	24	24	24	16	100		
Task 2: Phasing	4	24	32	32	32	32	156		
Task 3: Improvement Projects & Concepts	16	40	40	120	140	60	416		
	8	8	24	32	16	16	104		
Task 2: Meetings	10	36		32	16		94		
Total									
							0		
Salary Cost	\$3,256.00	\$8,595.80	\$8,405.33	\$12,854.27	\$9,668.67	\$4,546.50	\$47,326.58		
Indirect Costs:							\$0.00		
						Direct Costs:			
						Total Fee:			
						\$XXX,XXX.00			
						\$XXX,000.00			

Note: This is an example template for a staff hour form only. These prices or job titles are not to be considered as a requirement or that other titles are not required.