

April 16, 2020

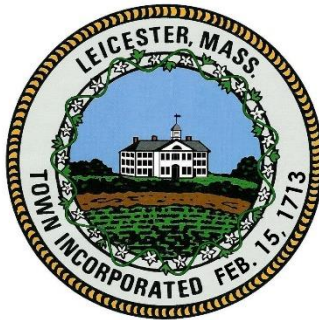
REQUEST FOR PROPOSALS

for

CONSULTING SERVICES TO CONDUCT A
COMPREHENSIVE ANALYSIS OF SIX SEMI-PUBLIC WATER
& SEWER SYSTEMS OPERATING WITHIN THE TOWN OF
LEICESTER, MA. 01524

for the

TOWN OF LEICESTER
(Awarding Authority)



TOWN OF LEICESTER
3 Washburn Street
Leicester, MA 01524

Contact: David A. Genereux
Title: Town Administrator
Address: Town Hall
3 Washburn Square
Leicester, MA 01524
E-mail: genereuxd@leicesterma.org

Responses Due: May 28, 2020 @ 11:00 A.M.
Location: Town Administrator's Office, Town Hall, 3 Washburn Square, Leicester,
MA 01524

Town of Leicester, Massachusetts

REQUEST FOR PROPOSALS

FOR CONSULTING SERVICES TO CONDUCT A COMPREHENSIVE
ANALYSIS OF SIX SEMI-PUBLIC WATER & SEWER DISTRICTS
OPERATING WITHIN THE TOWN OF LEICESTER, MA. 01524.

The Town of Leicester, acting through its Select Board, with the cooperation of the water/sewer districts, is requesting proposals from qualified firms to conduct a comprehensive analysis of six semi-public water & sewer districts operating within the Town.

Copies of the Request for Proposals (RFP) may be obtained by contacting David Genereux, Town Administrator at genereuxd@leicesterma.org, on and after April 16, 2020 at 8:00 A.M. Proposals have also been emailed to selected service providers that are known to the Town. The proposal deadline is May 28, 2020 at 11:00 A.M. An online meeting for potential proposers will take place on May 11th at 10:00 am.

The Town will review all proposals in accordance with Massachusetts General Law c. 30B. Final selection will be based on an evaluation and analysis by the RFP evaluation committee of the information and materials required under this RFP. The contract will be awarded to a consultant who meets the minimum evaluation criteria, submits the required documents, has the demonstrated experience and resources to fulfill the contract and best meets the comparative criteria.

The Town/Districts reserves the right to reject any or all proposals, waive informalities, technical defects or irregularities in any or all proposals, and/or accept what is, in its judgement, the proposal which is in the Town/Districts' best interest.

1. INTRODUCTION

The Town of Leicester requests proposals from qualified consultants to conduct a comprehensive analysis of six (6) semi-public water and sewer districts operating within the Town of Leicester. Analysis must be performed on each district, will include staffing, equipment, operations, capital needs, infrastructure, finance, and rate structure. Options to be considered include sharing of personnel, services and equipment, and/or district consolidation or acquisition.

Sealed, written proposals to perform the Consulting Services listed in this RFP are to be received at the Office of the Town Administrator by **May 28, 2020 at 11:00 A.M.:**

**Town of Leicester
Town Hall
3 Washburn Square
Leicester, MA 01524**

Each submission must contain two (2) sealed envelopes; one (1) for the price proposal and one (1) for the non-price proposal. The non-price proposal should not contain any reference to the proposal price.

Proposals received after the above due date and time shall be rejected.

2. BACKGROUND

The Town of Leicester (“the Town”) lies in the heart of Central Massachusetts bordering Worcester, the second most populated city in New England. Leicester has a population of 11,200 residents spread out over 23.36 square miles. Given its roadway infrastructure, proximity to the cities of Worcester and Boston, and ample undeveloped land, the community has an opportunity to expand its tax base through planned smart growth projects.

The Town of Leicester does not provide water or sewer service to its residents. There are two (2) Water Districts, three (3) Sewer Districts, and one (1) Water/Sewer District (“the Districts”) that service residents. Despite the relatively small population and large number of districts, a significant portion of the Town falls outside these districts’ service areas.

The Districts operate as distinct entities overseen by six independently elected groups of commissioners. The Districts function as political subdivisions of the Commonwealth of Massachusetts with legislative powers being held by their respective ratepayers through a town meeting form of government. The Districts are served by varied water sources, including purchase of water from the City of Worcester. There is also potential access for further supply from a town-based body of water (Moose Hill Reservoir), but as a surface water body, it would be subject to stringent and costly requirements under the Federal Safe Drinking Water Act and MassDEP regulations.

The divided responsibility provides many challenges, including but not limited to:

- Significantly varied rates for customers;
- Differing operating procedures;
- Small ratepayer pools which limit operating and capital investment capabilities;
- Uncertain financial health of selected districts;
- Challenges with adhering to current and future federal and state regulations for drinking water and wastewater.

The Town and the Districts have secured funding to perform a study that will review the current opportunities and challenges facing water and sewer operations servicing residents and businesses. The Town is seeking a consultant through this Request for Proposals to conduct that study. The goal of the study is to provide recommendations to strengthen the water/sewer districts, gauge their abilities to expand their services and their ability to serve their customers. The study will also determine any advantages to be gained through consolidation between Districts, acquisition by the Town, or disposition to private entities.

3. SCOPE OF SERVICES

The Districts face significant challenges in negotiating a strategy that will allow the districts to continue to serve their customers in a cost-efficient manner, and/or expand their services, which in turn affects the financial status of the Town. The parties look to engage with a consultant that will provide an independent assessment of each District, their practices, systems and operations, and make recommendations to control costs and enhance/expand services.

The chosen consultant will perform the following activities and prepare the documents listed in the Scope of Services below:

TASK 1: PERFORM BACKGROUND RESEARCH ON ALL DISTRICTS AND THE TOWN:

Preliminary Interviews. Conduct preliminary interviews with the staff and commissioners of each District, the Town and its Select Board, and other interested parties to assess the challenges and concerns facing each entity.

Assessment of conditions. Examine financial documents, historical records, plans and specifications, district maps, published reports, notices, orders and permits from state and federal agencies, and other records to fully assess conditions of each entity, from a legal, operational, and financial standpoint.

Assemble information. Compile background information from each District. The following information/data must be included:

- a. The District's current debt schedule;
- b. The District's current cash reserves;
- c. The District's proposed and actual operating budgets for the past five (5) fiscal years;
- d. Free cash certifications of the District, as well as analysis of encumbered funds that may make up a portion of that certification for the past five (5) fiscal years;
- e. Rate schedules for the District for the ten (10) fiscal years;
- f. A listing of staff positions and required licensing;
- g. A listing of equipment, including year of purchase, operable condition, and anticipated

- year of replacement;
- h. A description of the District's water/sewer system, including capacity, treatment, distribution, and source issues;
- i. The District's capital plan, along with any capital needs that are not listed;
- j. Listing and interpretation of any notices, orders & permits from state or federal regulatory agencies to the District that are still current and/or unaddressed;
- k. Any other information deemed germane by the consultant or the District;
- l. Outside of the work with the Districts, background on the Moose Hill reservoir must be assembled to determine whether there is any advantage to considering it as a potential water source for any District.

TASK 2: ASSEMBLE A DRAFT WRITTEN REPORT, INCLUDING HISTORICAL DATA AND RECOMMENDATIONS FOR COST SHARING, SYSTEM EXPANSION, AND/OR CONSOLIDATION.

Opine on the status of each district. The Consultant is expected to make opinions and recommendations on the status of each district, based on the information gathered through the process described in Task 1. The Consultant's observations must include:

- a. An assessment of the District's financial condition, including operating position, available funding, debt capacity, refunding of current debts, and cash flow analysis;
- b. Rate schedules, as they relate to operating position, whether they are comparable to similar local communities, future required adjustments;
- c. Staffing: Including an assessment of total need vs. existing staffing, staff qualifications;
- d. Major current expenses - water or wastewater treatment, water supply, well construction, cleaning or maintenance, inflow and infiltration;
- e. System capacity, and possibilities of expansion, or linkage between systems;
- f. Current equipment needs and updates;
- g. Long term needs on any item listed above;
- h. Any other information the Consultant believes worth noting.

Listing of current issues; short and long-term challenges. Based on the information identified through the processes listed in the sections above, identify short and long-term challenges to each district, based on current operations.

Cost-savings measures without consolidation. Present options that raises revenue and/or presents savings to the districts, while considering the burden on ratepayers. This includes options for sharing of equipment, facilities or personnel.

Options for consolidation. Following the identification of short and long-term challenges, and cost savings measures possible within or between the districts, the Contractor will provide options for consolidation, with a full anticipated cost and benefit for each option presented, and whether those costs represent a savings or increase to each district. Options to be considered include:

- a. Combination of selected districts;
- b. Combination of all districts;
- c. Absorbing of some or all districts by the Town;
- d. Sale of district(s) to private entities;
- e. Any other option to be considered.

In the case of consolidation, sale or absorption by the Town, or sale of a District, examples of information that must be provided in the consultant's report include, but are not limited to:

- Detail the steps for a potential merger, identify the parties, and the estimated time frame for such a process if all parties agree to doing so.
- Describe if systems would be connected, and if so, the infrastructure required and the cost to do so.
- Describe the legal and other processes required for approval.
- Determine DEP, DCR, MEPA, DOR and/or other requirements for this process
- Determine estimated costs and any short or long-term savings of any potential merger, including a take-over by the Town.
- Describe how the rate structures of the Districts recommended for consolidation potentially be designed (Single rate, rate districts, etc.)
- Describe whether ratepayers who are outside of town borders would or would not have representation under each structure discussed.
- Describe potential positive and negative aspects of a sale of individual districts to private entities.
- A single recommendation is not sought. The Town/Districts expect that with such a complicated set of systems, multiple recommendations should be issued. However, each recommendation should offer a clear cost and/or savings potential.

It is expected that information obtained through the process described in Tasks 1 and 2 will be included in a single comprehensive report, which shall be distributed to the Town, the Districts, and to the general public.

TASK 3: MEET WITH AND PRESENT DRAFT FINDINGS TO EACH DISTRICT:

Follow-up Interviews. It is important that all Districts have an opportunity to address findings of the report while in draft form to ensure that concerns, differences of opinion, findings, and information may be confirmed with each District. After these meetings conclude, the draft report & findings shall be updated, corrected and marked final.

TASK 4: MEET WITH BOARDS AND PRESENT FINAL FINDINGS:

Presentation of Final Findings. The final report and findings will be presented to the Select Board and the Districts within thirty (30) days of the report's completion.

ADDITIONAL REQUIREMENTS

In addition to meetings required under other aspects of this Request for Proposals, the consultant will provide additional meetings, as necessary.

- a. The Proposer is responsible for disclosing any potential conflict of interest associated with the Proposer's administration of this project for the Town of Leicester and the Districts. The vendor shall provide the Town of Leicester with a confidential advisory opinion from the Massachusetts State Ethics Commission (or advisory authority authorized by the Ethics Commission) pertaining to the conflict.

- b. Total price shall be a lump sum and shall be all inclusive including travel, printing, telephone and any other outside expense in the form attached hereto as Attachment A.
- c. The successful proposer will be required to execute a contract in the form attached hereto as Attachment D.
- d. The successful proposer will indemnify the Town of Leicester at the time of contract execution against any and all losses and damages by providing liability insurance in the amount of two hundred and fifty thousand dollars (\$250,000) per occurrence and five hundred thousand dollars (\$500,000) annual aggregate and by providing evidence of Worker's Compensation Insurance as required by law.

4. TIMELINE

The Federal portion of the grant must be fully expended by November of 2021. The proposed timeline below has been assembled in concert with that schedule. The successful proposer must be ready to commence project work within the timeline specified below. Any deviation from this schedule must be clearly stated in the Proposer's response to the proposal and any delay to start should be negotiated between the parties. The Town/Districts reserve the right to extend the project date(s) within reason.

Proposed Study Timeline (Tentative)

| | |
|---------------------|--|
| 04/16/2020 | Request for Proposals Released |
| 05/28/2020 | Proposal Submissions Due |
| 06/15/2020 | Contract Awarded |
| 07/15/2020 | Contract Negotiations and Execution |
| 08/05/2020 | Kickoff Meeting |
| 09/01/20 – 04/25/21 | Tasks 1 and 2: Assembly of information, research of Districts, interviews with staff, Stakeholder & citizen engagement; other task-associated deliverables |
| 05/10/21 – 06/30/21 | Task 3: Presentation to Select Board and districts of draft report and recommendations. |
| 09/20/21 | Task 4: Select & District Board workshop presentation by the Consultant |
| 10/20/21 | Final Report due |
| 11/18/21 | Final Report Presentation to Select Board and District Boards |

5. PROJECT MANAGEMENT SERVICES

The Consultant shall perform project management work throughout the duration of the contract. The Consultant shall be responsible for the proper administration of the contract and shall ensure that any and all other firms involved comply with the terms and conditions of their respective prime contract. The Consultant shall coordinate with and aid the Town and Districts to undertake all necessary actions to advance the overall work and each individual task. The Consultant shall be responsible for:

- a. Preparing a project management plan and schedule;

- b. Holding progress meetings and progress calls, as necessary;
- c. Preparing monthly progress reports;
- d. Preparing presentations for and attending necessary inter-department, Select Board, District or public meetings and coordinating associated communication;
- e. Coordinating with ongoing utility capacity-related work conducted by the Town/Districts throughout the duration of the contract;
- f. Managing and addressing the Town/Districts' comments and questions on tasks and deliverables;
- g. Assisting the Town/Districts' in conducting stakeholder meetings and developing associated outreach materials, if necessary; and
- h. Preparing any written reports and other deliverables associated with the tasks described above.

Monthly Progress Reports and Progress Meetings The Consultant shall prepare and submit a monthly progress report that includes for each task the status/progress of work completed and immediate next steps, budget expenditures and remaining budget available, whether the schedule remains on track or requires adjustment, any anticipated discrepancies requiring decisions for updating scope, schedule, or budget. The Consultant shall notify the Town/Districts of any anticipated discrepancies as soon as they are identified or foreseen, and not after schedule or budget is off track. The Consultant shall hold progress meetings on a monthly basis in which the project will be reviewed. The Consultant shall present the status of the project and shall schedule activities that the Consultant has determined will be required to accomplish the goals of the project. The Consultant shall develop project schedules as agreed by the Town/Districts and an updated Project schedule will be provided at each of these progress meetings, if necessary. The Consultant shall develop materials for meetings and public workshops as needed for coordination purposes and to solicit community input. The Consultant shall also participate in these meetings and workshops, as required.

Monthly Invoices The Consultant shall prepare a monthly invoice, as instructed, that includes a full accounting of all labor and other direct costs organized by Task. The Consultant shall collect costs and maintain cost forecasts at the Task level of the Scope of Services and shall provide this information when requested by the Town. All Project Management services shall be budgeted in each task in which those services are anticipated to be provided. Costs associated with Project Management Services shall be allocated and invoiced against the corresponding Contract task.

6. PROPOSAL CONTENT AND SUBMISSION REQUIREMENTS

Sealed, written proposals for Consulting Services to Examine Options for Six Semi-Public Water & Sewer Systems Operating Within the Town of Leicester, MA are due on May 28, 2020 at 11:00 A.M. at the Town Administrator's Office:

**Town of Leicester
Town Hall
3 Washburn Square
Leicester, MA 01524**

The successful proposer should be prepared to begin work within the requirements set in Section 4 "Timeline", unless by mutual agreement.

MGL Chapter 30B Section 6 requires the separate submittal of price and non-price (technical)

information.

The technical proposal shall be submitted in a sealed envelope labeled **Consulting Services to Conduct a Comprehensive Analysis for Six Semi-Public Water and Sewer Systems Operating within the Town of Leicester, MA, NON-PRICE PROPOSAL.** Proposers must submit one (1) Non-Price Proposal.

The cost proposal (Appendix A) shall be submitted in a separate sealed envelope with Appendix B, Non-Collusion Form and Appendix C, Statement of State Tax Compliance labeled **Consulting Services to Conduct a Comprehensive Analysis for Six Semi-Public Water and Sewer Systems Operating within the Town of Leicester, MA, 01524 PRICE PROPOSAL.** Proposers must submit one (1) Price Proposal.

The Town/Districts reserves the right to reject any or all proposals in whole or in part, and to make the award deemed to be in the best interests of the town.

The Town may waive any minor informalities in the proposal process as described in Section 2 of Chapter 30B or allow the Proposer to correct them. Other minor errors will be clarified in the spirit and letter of Chapter 30B.

The Town will not be responsible for the premature opening of any proposal that is not properly identified.

Proposals that are received after the date and time specified in this RFP shall be rejected.

Proposals that are incomplete, not properly endorsed or signed, or which are contrary to the instructions provided in this Request for Proposals may be rejected.

The Town of Leicester does not discriminate based on race, color, national origin, gender, sexual orientation, religion, age, or handicapped status in its employment practices or procurement of goods and services.

A meeting for Potential Proposers has been scheduled on the GoToMeeting platform in light of the COVID-19 pandemic. While this meeting is not mandatory, it is recommended that all interested parties attend. See login and dial-in information below:

Water/Sewer RFP Meeting for Proposers

Mon, May 11, 2020 10:00 AM - 11:00 AM (EDT)

<https://global.gotomeeting.com/join/147519829>

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (571) 317-3122

- One-touch: Tel:+15713173122,,147519829#

Access Code: 147-519-829

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/147519829>

Questions concerning this RFP will be received until seven (7) days before the due date of the RFP. All answers will be remanded to all parties that requested the RFP.

7. SUBMISSION CRITERIA

Proposers are required to submit one (1) original sealed "Non Price Proposal" as described below and one (1) original sealed "Price Proposal" as described in below, using the form attached to this document.

Non-Price Proposal

All Non-Price Proposals shall include:

- a. **Basic Information** (provide the following):
 - i. Contact person's name, firm name, address, telephone number, email address; and
 - ii. Subconsultant(s)'s name(s); and
 - iii. Primary office location(s) where the services and work will be performed, and the office location(s) and percentage of activities of other offices/subconsultant offices involved in performing the services and work.
 - iv. Rate schedule of all employees/subcontractors working on this project.
- b. **Acknowledgement of Addendums:** Provide the following statement: Proposer hereby acknowledges receipt of the following Addendums (Should addendums be released):

| Addendum Number | Addendum Date |
|-----------------|---------------|
| | |
| | |
| | |

- c. **Technical Experience:** Describe the firm's and subconsultants' experience on at least three (3) projects, with at least one being of similar size, scope and complexity as described in the Scope of Services. Focus on each of the following for the referenced similar projects:
 - i. Experience in compiling, reviewing and analyzing water and sewer asset inventories, plans, studies, and related data, identifying data gaps, and developing water & sewer hydraulic models, regarding expansion and linkage of disparate systems, including alternative scenarios;
 - ii. Experience in analyzing and calculating the associate remaining capacity based on scenarios evaluated, and identifying system intervention options to optimize system performance;
 - iii. Experience in developing policy recommendations for prioritizing future uses and/or expansion or combination of water/sewer services;
 - iv. Experience in compiling data and analysis results into a comprehensive report that includes expert recommendations on and/or capacity optimization implementation

or other system issues.

d. **References:**

- i. Of the three (3) relevant referenced projects referenced above, include the name of the reference entity, a brief statement describing the relationship between the Proposer's firm, or the proposed sub-consultants firm, as applicable, and the reference entity, and the name, title, email address, and telephone number of the contact person at the reference entity, for the Proposer's firm and each proposed sub-consultant's firm, if any.
 - ii. Provide a current client list, relevant to the Proposal, including jurisdiction name, contact name, telephone number, and length of engagement.
 - iii. Provide an example or a recently completed study.
- e. **Team:** Describe the project team members' experience on studies of similar scope, size, and complexity as described in the Scope of Services. Provide a resume for each team member, including but not limited to the Project Manager and key personnel (defined as anyone with the authority to direct the project, which may include managers, consultants, analysts, engineers, economists, and other staff), that highlights past performance on studies or qualifications. Limit resume to one double sided page.
- f. **Organizational Capability:** Demonstrate the Proposer's organizational capability to provide the work described in the Scope of Services, and provide:
- i. A detailed schedule of the work to be performed, organized by tasks listed in the Scope of Services, and demonstrate the Proposer's capability to successfully accomplish that schedule including resources available to address unanticipated needs or conditions. Include capacity for conducting site visits to field locations and interviews, as needed.
 - ii. An organizational chart identifying the names and titles of proposed project team members and reporting relationships within the Study; availability of the firm's and subcontractor's resources to support the team. A listing of average weekly number of hours that each key member of the proposed organizational chart will be available for the work described in the Scope of Services. Please be advised that the Consultant may not change the proposed project team members during the term of the Contract without written consent from the Town.
- g. **Project Approach and Work Plan:** Describe in detail how the Proposer will provide the work described in each task of the Scope of Services and demonstrate the Proposer's proposed approach to fulfill the Town's goals and objectives for this project. Specifically, at a minimum, the following items should be addressed:
- i. Work Plan – The work plan should provide the basis for the estimate of the total contract price. This should demonstrate an understanding of the issues and

- subjects which will be addressed and provide Town Staff and the Proposer a written document to refer to throughout the project. Provide a specific scope of work for each task that demonstrates an adequate understanding of the specifics and requirements of the project and that is an appropriate approach to the tasks of the scope of services. Describe the steps to be completed for the analysis, reports, and participation that the Proposer expects to provide pertaining to each task/activity.
- ii. **Schedule** – Provide a detailed schedule of the work to be performed, organized by task, and demonstrate the Proposer’s capability to successfully accomplish that schedule with an appropriate labor estimate and staffing plan.
 - a. The project schedule shall include the estimated time required to complete each step in the scope of work, including estimated start and completion dates. The project schedule may be updated at the discretion of and/or upon approval by the Town. The Town/Districts will work closely with the Consultant throughout the project in order to assess the project’s progress and status.
 - b. The number of hours allocated to each individual project team member by each task should be indicated with a project schedule-type display showing each activity in the proposed work plan.
 - a. **Meetings** – The project plan must include an appropriate number of kick-off and regular meetings, information gathering and disseminating sessions, and updates with key Town/District personnel to understand and discuss the Town’s issues and concerns, become acquainted with key staff, and identify persons who will provide data. Ensure a sufficient number of meetings with Town/District staff to provide preliminary findings and strategies based upon the available data. This shall include conducting checks with staff and feedback regarding the projects, intentions, capacity considerations, and the like that would be acceptable to staff and elected officials. The Consultant shall meet with Town/District staff to identify potential changes to tasks or timelines, present findings, demonstrate the effect(s) of various scenarios on utility system capacities, and obtain a consensus on the scenario(s) to present to the District and Town boards. The Proposer shall note that kick off meeting (includes initial discovery discussion), and Board/District presentations require on-site visits.
 - h. **Study Coordination** – The Consultant may include on-line or telephone collaboration to save costs.
 - i. **Cost of Services in non-price proposal** - No reference to the cost of the services provided under this contract should be included in any section of the Non-Price Proposal. Should this occur, the entire proposal will be rejected as a matter of law under Section 2 of Chapter 30 B.
 - j. **Data Collection** - The Town and Districts’ will assist with data collection for each task whenever possible. Appropriate Town and District staff will be made available for interviews and to gather data the Proposer determines is essential to complete the analyses, models, and final reports. This Proposal must be clear in addressing what the Town and Districts will be expected to assist with. Therefore, provide a description of required

documentation and estimated time and effort required by Town/District staff to assist in the preparation of the work plan and study.

Price Proposal

Proposers are required to submit one (1) signed "Price Proposal." The PRICE PROPOSAL form shall be enclosed in a sealed envelope marked PRICE PROPOSAL.

- b. The Proposer shall prepare the cost proposal as an all-inclusive contract price, including consulting services, travel costs, consumables and incidentals. The Proposer is encouraged to add additional cost breaking points for major study components, and other anticipated costs not explicitly identified in this RFP.
- c. The forms listed in Appendices A through C will be signed and included with the Price Proposal.
- d. Any costs incurred by the Proposer in responding to this RFP in anticipation of receiving a contract award shall be the responsibility of the Proposer submitting the response. The Town shall not reimburse the Proposer for any such expenses.

8. SELECTION AND EVALUATION PROCESS

An Evaluation and Selection Team will review and rate all proposals received. Proposers who fail one or more categories under the Minimum Evaluation Criteria will be disqualified from further consideration. Proposers who submit proposals that meet all the Minimum Evaluation Criteria will be evaluated next on Comparative Evaluation Criteria.

Minimum Evaluation Criteria:

- a. Firm personnel and identified sub-consultants (if any) have experience in analysis of water and sewer systems and appear to meet the basic qualifications of this RFP.
- b. Names, addresses, telephone numbers, and e-mail addresses for references are provided in connection with Section 7.a.1. of this RFP
- c. Price and non-price proposals are submitted in accordance with the terms of this RFP.
- d. A signed Non-Collusion Statement and a signed Statement of State Tax Compliance is included with the response.

9. COMPARATIVE EVALUATION CRITERIA

The Town is seeking an experienced consultant to undertake this project. However, we understand that this project offers challenges that may be unique; i.e. the number of Districts, multiple consolidation options, etc. The Town encourages proposers whose anticipated Comparative Evaluation Criteria (listed below) may not be rated as "Highly Advantageous", as is it possible that no proposal may meet those qualifications, based on the required tasks.

- a. **Experience:** Proposer should be experienced in conducting water and/or sewer systems assessments, including rate studies, system's analysis, and project engineering, including all elements identified in this RFP.

Highly Advantageous

Proposer has more than ten (10) years' experience in conducting water and/or sewer systems assessments, including rate studies, system's analysis, and project engineering, including all elements identified in this RFP.

Advantageous

Proposer has between five (5) and ten (10) years' experience in conducting water and/or sewer systems assessments, including rate studies, system's analysis, and project engineering, including all elements identified in this RFP.

Not Advantageous

Proposer has less than five (5) years' experience in conducting water and/or sewer systems assessments, including rate studies, system's analysis, and project engineering, including all elements identified in this RFP.

- b. **Similar Assessment Projects:** Proposer should have several water and/or sewer systems assessments, including rate studies, system's analysis, and project engineering, including all elements identified in this RFP. This differs from the Experience qualification, in looking for the number of studies done, vs. years of studies done, to better quantify the experience level of the Proposer.

Highly Advantageous

Proposer has completed seven (7) or more similar assessments comparable to this project.

Advantageous

Proposer has completed between three (3) and six (6) similar assessments comparable to this project.

Not Advantageous

Proposer has completed less than three (3) similar assessments comparable to this project.

- c. **Staff –** The Town seeks to ensure that the principal consultant how will head this project has the requisite experience to manage the project.

Highly Advantageous

Proposer intends to assign a principal consultant to the project who has participated in five (5) or more comparable assessments.

Advantageous

Proposer intends to assign a principal consultant to the project who has participated in at least three (3), but less than six (6) comparable assessments.

Not Advantageous

Proposer assigns a principal consultant to the project who has participated in less than three (3) comparable assessments.

- d. **Plan of Services** – The Proposer's Plan of Services contained within the response to this RFP will be examined by the Rating Committee.

Highly Advantageous

Proposer has a well-defined and developed Plan of Services in response to this Request for Proposals and demonstrates a clear understandable implementation strategy.

Advantageous

Proposer has a sufficiently defined and developed Plan of Services in response to this Request for Proposals and demonstrates an adequate but not exceptional implementation strategy.

Not Advantageous

Proposer has an inadequately defined and developed Plan of Services in response to this Request for Proposals and demonstrates an undefined implementation strategy.

- e. **References** – The Town will contact references used in responding to this RFP.

Highly Advantageous

Proposer provides three (3) or more references who give the proposer an overall rating of "highly advantageous". Please note that the Town has the right to contact any and all references that it needs to make an informed decision. This may include references that are not provided by the respondent.

Advantageous

Proposer provides at least two (2) who give the proposer an overall rating of either "advantageous" or "highly advantageous". Please note that the Town has the right to contact any and all references that it needs to make an informed decision. This may include references that are not provided by the respondent.

Not Advantageous

Proposer provides less than two (2) references regardless of rating or any number of references with at least one (1) who rates the consultant as "not advantageous." Please note that the Town has the right to contact any and all references that it needs to make an informed decision. This may include references that are not provided by the respondent.

- f. **Interview:** The Rating Committee will interview all proposers which meet the minimum qualifications.

Highly Advantageous

Proposer receives an overall rating of "highly advantageous" from the interview panel based upon materials provided, clarity of presentation, and public presentation skills.

Advantageous

Proposer receives an overall rating of "advantageous" from the interview panel based upon materials provided, clarity of presentation, and public presentation skills.

Not Advantageous

Proposer receives an overall rating of "not advantageous" from the interview panel based upon materials provided, clarity of presentation, and public presentation skills.

- e. **Project Timeline** – Proposers will be rated on their ability to work within the Timeline detailed in Section 4 of this RFP.

Highly Advantageous

Proposer states clearly that they anticipate no problem in completing the project within the established timeline.

Advantageous

Proposer states that they anticipate completing the project within the established timeline, but identifies potential barriers to timely completion, and offers a “worst case” date for project completion.

Not Advantageous

Proposer states that they cannot meet proposal deadline, identifies barriers to timely completion, offers no projection completion date.

10. Rule for Award

The contract will be awarded to the Proposer who meets the minimum evaluation criteria, submits the required documents, scores well on the comparative criteria, has the demonstrated experience and resources to fulfill the contract and best meets the comparative evaluation criteria. The price proposal will be considered as part of the overall evaluation of the consultant.

11. Other

The Town/Districts may make such investigations as the Town/Districts deems necessary and the consultant shall furnish to the Town all such information and data for this purpose as the Town may request.

The Town/District’s decision or judgment on these matters will be final, conclusive and binding.

The contract will be awarded within forty-five (45) days after the proposal due date unless the time for the award is extended by mutual consent of the parties.

Proposals that are incomplete or obscure may be rejected, and proposals that contain erasures, alterations, or other irregularities of any kind, or in which errors occur, may be rejected as

informal or improper.

The Town reserves the right to reject any or all proposals and make award as may be in the best interest of the Town.

12. Questions and Inquiries

Inquiries concerning any or all parts of this proposal must be made in writing to the person named below at least seven (7) days prior to the date the proposals are due. All responses will be made in writing and all Consultants who have requested a copy of this RFP will receive a complete copy of questions and responses. Send inquiries to:

Mr. David A. Genereux
Town Administrator
genereuxd@leicesterma.org

APPENDIX A

TOWN OF LEICESTER - PRICE PROPOSAL BID FORM

CONSULTING SERVICES TO EXAMINE OPTIONS FOR
SIX SEMI-PUBLIC WATER & SEWER SYSTEMS
OPERATING WITHIN THE TOWN OF LEICESTER, MA.

_____, doing business at
Name of Firm or Individual

Street Address City/Town

State Zip Code

Telephone number Contact Person

Proposers should submit lump sum quotes based

The total lump sum price proposed is: \$_____. ____.

Total price shall be a lump sum and shall be all-inclusive including travel, printing, telephone and any other outside expense.

Signature

Date

APPENDIX B

TOWN OF LEICESTER

CONSULTING SERVICES TO EXAMINE OPTIONS FOR SIX SEMI-PUBLIC WATER & SEWER SYSTEMS OPERATING WITHIN THE TOWN OF LEICESTER, MA.

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Proposer by:

Print Name

Title/Authority

APPENDIX C

TOWN OF LEICESTER

CONSULTING SERVICES TO EXAMINE OPTIONS FOR SIX SEMI-PUBLIC WATER & SEWER SYSTEMS OPERATING WITHIN THE TOWN OF LEICESTER, MA.

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
Name of Signatory

_____, whose
Name of Proposer

principal place of business is at _____

_____ does hereby certify under the pains and penalties of

perjury that _____ has
Name of Proposer

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

Signature

Printed Title

APPENDIX D
SAMPLE CONTRACT
TOWN OF LEICESTER

DATE: _____

This Contract is entered on, or as of, this date by and between the Town of Leicester, 3 Washburn Square, Leicester, MA 01524 (the "Town"), and

["Contractor"]

[Contact Name for Responsible Person]

[Address of the Contractor]

[Telephone Number]

[FAX Number]

[email address]

1. This is a Contract for the procurement of the following:
(Describe the work to be performed)

2. The Contract price to be paid to the Contractor by the Town is:

3. Payment will be made as follows:

3.1 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.2 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Services is/are delivered to the Town when the project is completed, and the services are complete and/or the goods are delivered and accepted.

4. Definitions:

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications. The Contract documents are complementary, and what is called for by anyone shall be as binding as if called for by all.

4.2 Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.3 Services: Shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

4.4 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before _____, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

8. Termination and Default:

8.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract:

1.) Any material misrepresentation made by the Contractor to the Town; 2.) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons

not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

9. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Leicester shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of Federal, State or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to Federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, sex, religion, physical or mental handicap or sexual orientation.

14. 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 Contract, except by and with the written consent of the Town.

15. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Select

Board or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

16. Corporate Contractor:

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Leicester unless and until the Contractor complies with this section.

17. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

18. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Leicester shall be individually or personally liable on any obligation of the Town under this Contract.

19. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

20. Insurance

20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance

required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

20.2 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$250,000 per occurrence and \$500,000 annual aggregate for property damage and \$250,000 per person and \$500,000 per occurrence for bodily injury, which shall include the Town of Leicester as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor must provide notice to the Town immediately upon the cancellation or modification of the policy. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

21. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, 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 and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

24. Severability

If any term or condition of this Contract 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 Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the Federal District Court sited in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

28. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract 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.

29. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Leicester by:

The Contractor by:

David A. Genreux
Town Administrator

Signature

Print Name & Title

Dated _____

Dated _____