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August 30, 2023

REQUEST FOR PROPOSALS

for

CONSULTING SERVICES TO DEVELOP A REGIONAL WATER PLAN

“Economic Resilience and Sustainable Water Supply in the
Old Colony Economic Development District”

for

OLD COLONY PLANNING COUNCIL

(Awarding Authority)



**OLD COLONY
PLANNING COUNCIL**

Old Colony Planning Council
70 School Street
Brockton, MA 02301

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Responses due Monday, October 2, 2023, 11:00 a.m.

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1. NOTICE OF INVITATION

Old Colony Planning Council

REQUEST FOR PROPOSALS FOR CONSULTING SERVICES TO DEVELOP A REGIONAL WATER PLAN “Economic Resilience and Sustainable Water Supply in the Old Colony Economic Development District”

Old Colony Planning Council, in collaboration with funding partners and regional stakeholders, is requesting proposals from qualified firms to develop a Regional Water Plan that will help ensure the Old Colony region and municipalities have affordable, safe, plentiful, and ecologically sustainable water supplies for generations to come.

Proposals must be in accordance with Massachusetts General Law c. 30B and all laws and regulations of the U.S. Commerce Department, Economic Development Administration, a partial project funding agency. Copies of the Request for Proposals (RFP) may be obtained Monday through Friday, 9:00 a.m. to 3:00 p.m. by contacting Joanne Zygmunt, Senior Planner, Comprehensive Planning and Sustainability, at jzygmunt@ocpcrpa.org.

All submitted proposals must be sealed in opaque envelopes marked “Regional Water Plan” and delivered to the offices of Old Colony Planning Council, 70 School Street, Brockton, MA 02301 on or before the proposal deadline of Monday, October 2, 2023, at 11:00 a.m. **Price Proposal and Non-Price Proposal must be marked and submitted in separate envelopes.**

Old Colony Planning Council will review all proposals in accordance with the instructions, conditions, specifications, and other requirements in the Request for Proposals. Old Colony Planning Council will award a contract or reject all proposals within 30 days after the opening of proposals. Old Colony Planning Council 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 that is in the region’s best interest.

Old Colony Planning Council is an Equal Opportunity/Affirmative Action/WBE/MBE Employer.

Old Colony Planning Council

REQUEST FOR PROPOSALS FOR CONSULTING SERVICES TO DEVELOP A REGIONAL WATER PLAN

“Economic Resilience and Sustainable Water Supply in the
Old Colony Economic Development District”

2. INTRODUCTION

Old Colony Planning Council (“OCPC”) seeks proposals from qualified respondents to develop a stakeholder-driven regional water plan. Economic Resilience and Sustainable Water Supply in the Old Colony Economic Development District, the OCPC Regional Water Plan, will help ensure that municipalities and the region have affordable, safe, plentiful, and ecologically sustainable water supplies for generations to come. Development of this Regional Water Plan is being funded partially by the U.S. Commerce Department under the Economic Development Administration and is subject to all requirements and regulations stipulated by this funding agency.

3. INSTRUCTIONS TO RESPONDENTS

3.1. Contract Documents

The proposal documents, which will form the Contract, consist of the Request for Proposals (including the advertisement thereof, the Instructions to Respondents, General Conditions, Specifications, and Exhibits attached) and all documents and materials required to be submitted by Respondents, including any modifications duly incorporated in any of the foregoing documents before the opening of proposals. **THE CONTRACT WILL CONSIST OF THE FOREGOING DOCUMENTS, WITH A COVERING FORM CONTRACT PREPARED BY OLD COLONY PLANNING COUNCIL – RESPONDENTS WILL NOT BE PERMITTED TO SUBMIT THEIR OWN FORM OF CONTRACT.**

3.2. Preparation and Submission of Proposals

A Respondent who desires to submit a proposal for the services contemplated in the advertisement shall thoroughly review and be familiar with these instructions, the general conditions, the specifications, and attached exhibits before submitting the proposal documents required. Respondents are cautioned to examine carefully the conditions affecting the proposed Contract to acquaint themselves with the extent and character of the materials and services to be provided under the Contract. Submission of a proposal shall be deemed conclusive evidence that the Respondent is fully acquainted with and shall be fully responsible for all such requirements and conditions.

3.3. Questions and Amendments

Questions concerning this Request for Proposals must be submitted via email to Joanne Zygmunt at jzygmunt@ocpcrpa.org before 3:00 p.m. on Friday, September 15, 2023. Responses will be emailed to all those on record as having received the RFP.

If any changes are made to this RFP, an addendum will be issued. Addenda will be emailed to all bidders on record as having picked up the RFP.

3.4. Proposals: Each proposal shall conform to the following:

- a) Six copies of all proposal documents shall be submitted and delivered in opaque sealed envelopes labeled “Regional Water Plan” and addressed as follows: Old Colony Planning Council, 70 School Street, Brockton, MA 02301. Price proposals must be submitted in separate sealed envelopes by all Respondents, stating prices to be charged for the required materials and/or services, inclusive of all costs. Respondents shall make all price quotes in writing and in figures. In case of discrepancy, the quote in writing shall be binding.
- b) All proposals must be submitted on the prepared forms and shall include all other documents required, including but not limited to the Minimum Evaluation Criteria and the Non-Price Proposal Form (Exhibit A), Price Proposal Form (Exhibit B), Certificate of Non-Discrimination (Exhibit C), Certificate of Non-Collusion (Exhibit D), as well as documents required to be submitted in the Minimum Evaluation Criteria.
- c) Any proposal not in the possession of Old Colony Planning Council by the time indicated in the advertisement shall not be considered.
- d) A proposal must be signed as follows: (1) if the Respondent is an individual, by them personally; (2) if the Respondent is a partnership, by the name of the partnership, followed by the signature of each general partner; (3) if the Respondent operates under the Fictitious Names Act, by the name of the fictitious identity, followed by the signature of each owner; and (4) if a Respondent is a corporation, by the authorized officer, whose signature shall be attested by the Clerk/Secretary of the Corporation and the Corporate Seal affixed.
- e) A Respondent may withdraw their proposal at any time up to the time set for opening of the proposals provided the request for withdrawal is presented in writing and signed by the Respondent in the manner and form required for submitting of proposals. A proposal shall not be withdrawn after the time set for opening the proposal, except as provided by law. After the opening, a Respondent shall not change the price or any other provision of its proposals in a manner prejudicial to the interests of OCPC or fair competition. At OCPC’s sole discretion, OCPC may waive minor informalities or allow the Respondent to correct them. In the case of a mistake in the prices proposed, if the mistake and the intended price(s) are clear on the face of the proposal, OCPC may correct the mistake to reflect the intended correct price and so notify the Respondent in writing, and the Respondent may not withdraw their proposal. A Respondent may be allowed to withdraw its proposal if a mistake is clear

on the face of the price proposal document, but the intended correct price is not similarly evident.

- f) Pursuant to M.G.L. chapter 62C, section 49A, Respondents shall, prior to submission of proposals, provide their social security numbers or federal identification numbers on the space provided on the price proposal sheet. These statements are attested when the proposal is properly signed and executed. By signing a proposal, the Respondent shall certify that that, to the best of the undersigned's knowledge and belief, the Respondent is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

3.5. Determination of Responsibility

- a) OCPC, in considering each proposal, shall prior to any determination and subsequent award investigate and evaluate the Respondent to determine whether the Respondent is responsible. Consideration may be given to references and other available information indicating the Respondent's prior experience in providing similar services, the financial and organizational status of the Respondent, and the Respondent's prior compliance with applicable laws, ordinances, rules, and regulations. No contract will be awarded to any Respondent who, as determined by OCPC, is not qualified to perform satisfactory service due to an unsatisfactory record or inadequate experience, or who lacks the necessary personnel, capital, organization, or equipment to conduct and complete the services in strict accordance with this request for proposals.
- b) After the opening of proposals but before the award is made, OCPC may require additional information, either technical or general, from any of the qualified Respondents in order to determine the award. This information shall be supplemental in nature and may not add to, detract from, or conflict with the contents of the original sealed response.
- c) No provision in this request for proposals shall be construed to require an award to a Respondent whose submitted background information, when investigated and verified by the OCPC, raises significant questions as to its ability to successfully provide services required.

3.6. Opening and Consideration of Proposals

- a) Non-price proposals shall be opened at Old Colony Planning Council on Monday, October 2, 2023, at 11 a.m.
- b) Consideration and acceptance of proposals shall be based on the ability of the Respondent to meet the specifications and criteria advertised and set forth in the Request for Proposals and any subsequent modifications thereof.
- c) Any and all exceptions, changes, modifications, alternatives, interlineations, etc., may be considered as long as they are clearly noted, explained, and identified by the initials of the signing parties. If the Respondent's own stationery is used, it shall be signed and executed as specified herein and shall be considered part of the proposal and Contract.

- d) OCPC shall have the right to reject any and all proposals and parts thereof, or items therein, and to waive any defects or irregularities as to form therein.
- e) OCPC will award the Contract or reject all proposals within thirty (30) days after the opening of the proposals. OCPC shall have the time indicated in which to investigate, evaluate, and award or reject the proposals. No Respondent shall have the right to withdraw, change, or alter its proposal within said time.

3.7. Award of Contract

- a) The contract will be awarded to the responsive and responsible Respondent whose proposal is most advantageous to OCPC, considering the proposal's relative merits and relative prices, in conformance with this Request for Proposals. OCPC reserves the right to reject any and all proposals and to waive minor informalities and irregularities in proposals.
- b) The proposals shall remain firm for at least sixty (60) days after the opening of proposals. The successful Respondent will be notified that they have been awarded the Contract. Contract forms will be sent with notification of award to the successful Respondent who shall execute and deliver the Contract to OCPC within seven (7) calendar days after the date of the award.
- c) The Contract shall be in writing and be executed in triplicate.

3.8. Failure to Execute Contract

Should a successful Respondent fail to execute the Contract, OCPC, at its option, may determine that the Respondent has abandoned the Contract and thereupon the proposal and acceptance shall be null and void.

4. GENERAL CONDITIONS

4.1. Compliance with Applicable Laws

- a) The Respondent shall at all times and in all respects keep itself informed of and comply with all applicable local, state, and federal laws and regulations in effect and the terms and conditions of any licenses, permits, or approvals issued by any regulatory agency having jurisdiction over its operations. In the event that any applicable law or regulation is modified or amended, the Respondent shall cause such modifications to be made as are necessary to comply with such law and regulations.
- b) This Contract shall be considered to include all terms required to be included in it by Massachusetts General Laws Chapter 30B and any other applicable laws, as though such terms were set forth in full herein.

4.2. Non-Discrimination

The Respondent will not discriminate against employees or applicants for employment because of race, color, religious creed, national origin, sex, status as a veteran, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, pregnancy, or the handicap of a qualified handicapped person. Bidders must certify such intent not to discriminate on the form provided (see Exhibit C attached).

4.3. Indemnification

The Respondent will defend, indemnify, and hold harmless OCPC, its officers, agents, servants, and employees against any and all claims, demands, liabilities, losses, damages, and expenses OCPC, its officers, agents, servants, and employees may incur arising out of or in any way connected with the Respondent's performance of or failure to perform its obligations under this Contract. The Respondent will pay all debts it has incurred in connection with its performance under this Contract.

4.4. Assignment and Organizational Changes

- a) The Respondent shall not assign, sub-contract, or in any way transfer any interest in this Contract in whole or in part, or delegate any of the work to be performed hereunder, to any other person, firm, company, corporation, or organization without the express written permission of OCPC. The Respondent shall not assign any monies due, or to become due to them under this Contract, without prior express written consent of OCPC.
- b) The bankruptcy, takeover or merger, outright purchase, majority stock purchase by another organization, or other change in ownership of status of the Respondent, or any assignment for the benefit of creditors, shall at the election of OCPC:
 - i. Terminate this Contract subject to all pertinent contractual conditions contained herein, and without prejudice to any other remedies to which OCPC may be entitled in law or equity.
 - ii. Fully obligate the new organization, corporation, and/or legal entity to fulfill all terms and conditions of the Contract, and to perform or supply items in accordance with the specifications or descriptions contained herein.
- c) Failure of any subcontractor to perform shall not relieve the Respondent of its obligations to fulfill all terms and conditions of the Contract as set forth herein.

4.5. Cancellation/Default

- a) The failure of the Respondent to fulfill a material obligation of this Contract, which continues for ten (10) days after written notice, the falseness of any statement by the Respondent in its proposal documents, the institution by or against the Respondent of any

bankruptcy, receivership or insolvency proceedings, or the making of an assignment for the benefit of its creditors, shall constitute an event of default. Upon an event of default, OCPC may terminate the Contract, in addition to all other remedies to which it may be entitled by law or equity, including without limit all rights OCPC may have to the performance bond or other security required hereunder.

- b) If at any time during the term of this Contract the Respondent shall refuse or be unable to provide the services called for in this Request for Proposals and subsequent Contract, the Respondent shall indemnify and hold harmless OCPC from any additional costs incurred by OCPC in making alternative arrangements to obtain such services during the term of the Contract. Any such excess costs actually paid by OCPC shall be reimbursed by the Respondent to OCPC within thirty (30) days of demand or may be deducted by OCPC from any current or future payment due the Respondent.
- c) The failure of OCPC at any time to require performance by the Respondent of any provisions hereof shall in no way affect the right of OCPC to enforce same, nor shall waiver by OCPC of any breach of said provisions be taken to be a waiver of said provisions or any subsequent breach of said provisions.

4.6. Severability/Amendment

- a) If any portion of this Contract is found to be unenforceable or contrary to law, it shall not affect the validity of the remainder of the Contract.
- b) The documents expressly incorporated herein comprise the parties' entire contract and there are no other agreements between the parties. Any amendments to the Contract must be in writing and signed by the duly authorized representatives of the parties.
- c) In the event that any provision in the documents submitted by the Respondent or in said Exhibits conflicts with any provision in this request for Proposals, the provisions in this Request for Proposals shall prevail.

5. SPECIFICATIONS

5.1. Services

OCPC seeks proposals from qualified respondents to develop a stakeholder-driven regional water plan. Economic Resilience and Sustainable Water Supply in the Old Colony Economic Development District, the OCPC Regional Water Plan, will help ensure that municipalities and the region have affordable, safe, plentiful, and ecologically sustainable water supplies for generations to come. OCPC anticipates a twelve (12) month project planning schedule commencing one week from the date of a fully executed contract between OCPC and the Respondent. Up to \$800,000 has been allocated for consulting services requested under this RFP.

Background

In May 2023, OCPC was awarded a \$470,000 investment from the U.S. Economic Development Administration (EDA) for a regional water study (project number 01-69-15364). The EDA grant award of \$470,000 to OCPC is matched with \$470,000 in funds from the Central Plymouth County Water District Commission, a state earmark under the 2021 Economic Development Bond Bill, and additional funding from the South Shore Economic Development Corporation (South Shore Chamber of Commerce). Development of the grant application was supported by a subaward from the Narragansett Bay Estuary Program (funded by the U.S. Environmental Protection Agency) as well as an EDA annual planning grant.

The study area is OCPC's region, designated by the EDA as an Economic Development District. This area in southeastern Massachusetts includes 17 municipalities: Abington, Avon, Bridgewater, Brockton, Duxbury, East Bridgewater, Easton, Halifax, Hanover, Hanson, Kingston, Pembroke, Plymouth, Plympton, Stoughton, West Bridgewater, and Whitman. These communities are diverse in many ways, including the following:

- Population: smallest is Plympton (2,930 in 2020); largest Brockton (105,643 in 2020)
- Land use: some, like Avon, are heavily residential; others, like Brockton, have significant commercial/industrial use
- Geography: Duxbury, Kingston, and Plymouth are coastal communities
- Water source: several towns rely on the Plymouth-Carver Sole Source Aquifer; Brockton on the surface waters of Silver Lake and connected water bodies as well as desalinated water from the Taunton River; others on groundwater; and some on the Massachusetts Water Resources Authority
- Water distribution: most communities are on public water supply, but several still have large populations on private wells; Plympton is entirely on private wells with no emergency public supply
- Equity: Stoughton and Brockton have Justice40 populations, identified by the federal government as environmentally overburdened and heavily underinvested in. Those communities plus Avon, Hanover, Bridgewater, Halifax, and Plymouth also have state-identified Environmental Justice populations, meaning they have high proportions of low income and/or minority households, and/or households lacking English language proficiency.

All 17 of these municipalities are facing water supply challenges. Some challenges are shared, while others are unique to one or a small subset:

- In some municipalities, economic development is impaired due to the lack of public sewer access and/or public water supply. With limited or no services, there is concern that water supply is already or will soon be a development limitation. Although this study is not directly looking at public sewer, it is possible that water demand may increase as that impediment is addressed.
- In other municipalities, water is already understood to be a development limitation. Projected growth, both residential and non-residential, is likely to outpace permitted and/or available water withdrawals in the foreseeable future.

- In some municipalities, private well water is entirely or significantly relied on. Well depths are dropping, especially during droughts, and water quality concerns are rising, bringing public health concerns to the forefront.
- Many of the surface waters in the region are assessed as impaired for one of more use goals.
- In many parts of the region, the ecological health of natural water systems is deteriorating. Cyanotoxins are being discovered in reservoirs and invasive species are spreading, changing surface water body dynamics. There is tension between public water supply, recreational water use, and aquatic life support.
- All municipalities are struggling to fund much-needed investment in water infrastructure and good management (maintenance of existing systems, needed expansion, source water protection, addressing impaired waters, etc.).

For these reasons, OCPC is leading a collaborative initiative to bring municipalities and other stakeholders in the region together to plan not only for future water supply but also to address vulnerabilities that need immediate attention and quick action.

Letters of support were provided by all 17 municipalities, the three largest chambers of commerce in this region, three largest watershed associations, and almost all state and federal legislators with constituencies in this area. The scope of work for the development of a Regional Water Plan has been collaboratively developed by a representative group of regional stakeholders. Services of a consultant(s) are now required to move this project forward.

Efforts to Date

Several initiatives have been led at the municipal and semi-regional levels to study and address water supply challenges. The successful Respondent must build off this work, avoiding duplication.

- Almost all municipalities in the region have achieved Municipal Vulnerability Preparedness (MVP) state designation (Hanover is in progress). Through this process, municipalities assessed their vulnerability to climate change impacts and began to prepare for it by building community resilience. In the final reports for the planning phase of this process, many municipalities identified water scarcity and drought as a top concern.
- All municipalities in the region have (or are in the process of updating) Hazard Mitigation Plans approved by the Federal Emergency Management Agency. Many of these, too, include water scarcity and drought as a top concern.
- Plymouth recently completed a study assessing the risk of saltwater intrusion into the Plymouth-Carver Sole Source Aquifer. This project was funded by an MVP Action Grant.
- Municipalities in the region differ in local planning efforts related to water. Most have water master plans, capital plans, and/or comprehensive (master) plans.
- The South Shore Chamber of Commerce and the Metro South Chamber of Commerce both have commissioned studies related to water supply in their chamber areas. South

Shore investigated more site-specific development while Metro South looked more at opportunities for regionalization.

- Central Plymouth County Water District Commission recently completed a water quality study of Silver Lake, the main drinking water supply for Brockton.
- The Massachusetts Water Resources Authority recently completed a study examining expansion of their system to other parts of the state, including the South Shore.

This is not a complete compilation – the Respondent is expected to conduct additional research and further develop this list, drawing on work done at the local, regional, state, and federal levels.

Intended Results

This project will help ensure that municipalities and the region have affordable, safe, plentiful, and ecologically sustainable water supplies for generations to come. A Regional Water Plan is to be developed with recommendations that, once implemented, will help alleviate the economic development impediment of limited and unsustainable water supplies, improve the ecological health of natural water systems in the region, alleviate public health threats, and help address household affordability and climate resiliency concerns.

In developing this stakeholder-driven plan, communication about and collaboration on water issues within the region will be improved. OCPC expects this process to lead to continued stakeholder participation in implementation, break down any silos in the region, and further build stakeholder trust.

Expectations

There is no template for a Regional Water Plan. Respondents are expected to think critically about issues related to water supply in the region and propose work that leads to a final plan that is accessible, informative, concise, and – most importantly – implementable, with a clear, collaborative way forward.

The Regional Water Plan must be implementable, and OCPC expects a strong section addressing how the plan should be used, by whom, when, etc. To be implementable, recommendations must be SMART (Specific, Measurable, Achievable, Relevant, and Time-Bound). Where appropriate, the Respondent should make use of visuals to communicate complex messages and strategies effectively and efficiently. In planning for implementation, local capacity of and resources available to municipalities must be considered.

The plan must cover a 25-year planning period to enable long-term planning and implementation but must also focus on shorter-term needs and actions. It is suggested that a process be developed to prioritize actions over the immediate (< five years), short (five to 10 years), medium (10 to 25 years), and long time periods (>25 years) within the planning horizon. It is important that vulnerabilities needing immediate attention for quick action be identified alongside the long-term needs of municipalities and the region.

This is an extensive, complicated, and high-stakes project. It requires an understanding of many different dynamics, including but not limited to the following, which Respondents must consider carefully as they develop their proposals:

- Impacts of climate change, both natural hazards as well as related issues like rising energy costs
- Affordability of drinking water, especially for vulnerable households
- Nexus between water and wastewater; for example, the potential for increased water demand as sewer systems expand within the region
- Impact of conflicts between water for drinking, water for business, water for recreation, and water essential for ecosystem health and productivity
- Water quality and how that affects water supply, including waters that may pose a public health risk; the cost of treatment needed to address PFAS, ongoing challenges with algal toxins, lead, and other contaminants of emerging concern
- Feasibility of decoupling growth from water use and state regulations that affect buildout; for example, the Multi-Family Zoning Requirement for MBTA Communities
- Workforce challenges in the water sector
- Security of supply

The Respondent must propose how best to achieve the intended results in line with the scope of work described below. Buildout analyses, scenario-planning, localized climate modelling, and more are methods and approaches that Respondents should consider. These may or may not be appropriate, but the point here is that in their proposals Respondents must identify all tools, methods, and approaches they will use that are most suitable to the successful completion of this project.

In describing their approach to this project, the Respondent should reference good practices incorporated into it; for example, the American Water Works Association and Alliance for Water Efficiency have excellent resources to support initiatives like this one. OCPC would like to ensure that, although there is no single approach to the development of a water plan, good practices are applied.

Partnerships between private companies, independent contractors, colleges and universities, and/or non-profit organizations are encouraged. This is a multidisciplinary project that requires strong technical and soft skills.

This extensive project is expected to be delivered within one year, so the Respondent must also ensure sufficient capacity to deliver on time. Work is expected to begin in the late fall or early winter of 2023. The Respondent will submit a proposed project schedule within their proposal.

The Respondent will work under the guidance and day-to-day supervision of OCPC staff. It is expected that the Respondent will virtually meet with OCPC on a weekly basis to review progress and plan next steps. Monthly invoices shall be submitted.

The Respondent will also present progress to and collaborate with a Steering Committee, likely to meet once a month in person with a virtual option. OCPC will attend and support coordination of meetings as needed, including posting public meetings. OCPC staff will be closely involved in

communications and stakeholder engagement, but the Respondent will be expected to devote time needed to conduct research, write documents, produce materials, conduct outreach, and participate in meetings with municipal staff and other stakeholders. The Respondent must plan accordingly to ensure sufficient capacity to undertake all aspects of this large project.

Proposed Scope of Work

The Respondent will be required to perform the services described below. The items outlined represent the minimum level of detail expected by OCPC for each task and component. Respondents are encouraged to elaborate on each of the proposed work tasks in their proposal.

TASK 1 – Project Steering Committee

A major component of the Respondent’s work will be the convening of a Project Steering Committee representative of municipalities and other diverse stakeholders in the region. OCPC will work with the Respondent to launch this committee and help facilitate it. Membership of the Committee will bring a variety of perspectives to the development of the Regional Water Plan. Development of the plan will be consensus-driven, with stakeholders working together to develop a plan that adequately addresses the needs and fairly balances the concerns of all water users. The Committee likely will meet monthly, at minimum, over the one-year duration of this project. The first meeting is expected to be in-person at OCPC. Subsequent meetings may be hybrid unless the committee prefers to meet in person only. Meetings will be open to the public. Respondents must propose a meeting schedule best suited to their approach toward the project.

TASK 2 – Annotated Bibliography

It is expected that the Regional Water Plan will build upon existing relevant plans and studies, some of which will be provided to the Respondent upon contracting. The Respondent is expected to research other plans and studies, compiling an annotated bibliography to form the foundation for the Regional Water Plan and serve as an important resource for stakeholders and the public. Local, regional, state, federal, and non-governmental resources must all be reviewed, going back as far as is necessary to understand and address water supply challenges in the region. The annotated bibliography will serve as an appendix to the Regional Water Plan.

TASK 3 – Consensus-building, Facilitation, and Public Participation

The Respondent must expect to spend a significant amount of time interviewing and developing relationships with stakeholders in the region, including municipalities, chambers of commerce, watershed associations, environmental organizations, and others. At the municipal level, the Respondent is expected to understand the perspectives of municipal staff, including town managers/administrators and public works commissioners/water managers; municipal volunteers, such as water boards/commissions and conservation commissions; and elected officials. Respondents must propose how best to approach this task, which is expected to include structured interviews and/or focus groups with stakeholders and key informants. OCPC will support this process.

The Respondent will be expected to effectively communicate with the public about the project, both while it is underway as well as when the final Regional Water Plan is available. Respondents must propose a Communications Plan to deliver in collaboration with OCPC. This plan may include the need to ‘brand’ the initiative.

The Respondent must also propose a consultation process. At minimum, there should be a launch event, a public presentation of the draft Regional Water Plan followed by a period of public consultation, and a final event. Respondents should make this process as accessible as possible, taking into consideration needs for language translation, ADA accommodations, transportation, etc. OCPC will support this process.

As part of this task, the Respondent is expected to develop an engaging web presence for the project that will develop as the project progresses. Content will be on OCPC’s website, but it will be developed by the Respondent throughout the duration of the project. The Respondent will work with OCPC to upload content to OCPC’s site and maintain the pages.

Lastly, it is expected that the Respondent will develop suitable collateral for stakeholder and public outreach, such as flyers, brochures, infographics, etc., as needed.

TASK 4 – Baseline of Water Use / Understand Drivers of Current Use

The Respondent must propose how best to establish a baseline understanding of water use, both at the municipal and regional levels. The baseline must include as much detail as possible to understand drivers of current use and conditions that may change over time, for example:

- Withdrawals by use, including information about private wells, if available
- Withdrawals by source, and information about source impairments and/or public health/aquatic life threats
- Average per capita consumption
- Peak water use / seasonal variation
- Unaccounted for water
- Etc.

In their assessment the Respondent must make note of issues, if any, with current use as it relates to household affordability, ecological sustainability, public health concerns, climate resiliency, economic development impediments, and laws and regulations. The Respondent must consider building in a risk assessment to flag immediate baseline vulnerabilities to water supply.

Municipalities vary in their understanding of baselines. The Respondent must expect to work with municipalities to extract and analyze the data necessary to achieve a good understanding of how water is used in each community and in the region overall, as well as vulnerabilities or threats to the integrity and/or capacity of the water supply to meet current demand and stresses.

TASK 5 – Demand Projections / Understand Drivers of Future Use

The Respondent must propose how best to establish an understanding of future water use, both at the municipal and regional levels. The Respondent must ensure household affordability, public

health concerns, ecological sustainability, climate resiliency, economic development impediments, and laws and regulations are factored into their assessment.

Municipalities vary in their understanding of how water demand will change in their communities over time. The Respondent must expect to work with municipalities to extract and analyze the data necessary to achieve a good understanding of future demand, as well as well as vulnerabilities or threats to the integrity and/or capacity of the water supply to meet future demand and stresses.

TASK 6 – Supply-demand Balance and Solutions Development

Equipped with an understanding of current use and future demand and their drivers, the Respondent will quantify gaps in municipalities and the region’s water supply. The Respondent will then propose a portfolio of solutions to balance supply and demand. It is expected that the Respondent will explore a wide range of options, including traditional infrastructure supply side options; newer, innovative options like water reuse and decentralization of systems; source protection improvements; demand side measures including water conservation; institutional and/or policy change needed; state and local level regulation and advocacy needs; and more. Solutions that are site-specific, municipal-level, multi-jurisdictional, and/or regional must be explored.

Solutions shall be analyzed for feasibility as well as social, economic, and environmental costs and benefits. Household affordability, ecological sustainability, public health concerns, climate resiliency, and economic prosperity must remain at the forefront of these analyses, as must environmental justice. The most beneficial solutions will lead toward plentiful, safe, affordable, and ecologically sustainable waters supplies across the region for generations to come.

TASK 7 – Regional Water Plan

In collaboration with OCPC, funding partners, municipalities, the Project Steering Committee, and other decision-makers, the Respondent will produce a Regional Water Plan that presents a clear way forward for the region. The previously developed portfolio of solutions will be refined into a prioritized set of costed priority projects and other actions and recommendations, set to a timeline. The Plan shall include an implementation chapter that must be able to be ‘pulled out’ from the plan and used as a quick reference for action. It must include the following:

- SMART (Specific, Measurable, Achievable, Relevant, and Time-Bound) actions necessary to achieve implementation of priority projects and recommendations.
- Specific topics needing further detailed study or planning and what those studies or plans should aim to achieve, prioritized in a logical, easy-to-understand way, and include a schedule with target dates for advancement.
- Identify decision-makers and other stakeholders responsible for implementation.

- Identify resource needs and opportunities for securing them, considering all sources of funding available to municipalities and stakeholders in the region.
- If applicable, the Respondent shall provide examples of documents, ordinances, etc. as well as identify resources and best practices such as toolkits that may support implementation.

The final Regional Water Plan must include a summary that is able to stand alone as a high-level, easy-to-read, visually engaging Executive Summary alongside the implementation chapter.

The Respondent must also expect to conduct several presentations on the final plan to stakeholders in the region.

TASK 8 – Resource Page and Standing Committee

Throughout the duration of the project, the Respondent will provide data sets, maps, good practice guides, and any other relevant information necessary to develop OCPC’s website to include resources that support implementation of the Regional Water Plan and in general the affordable, safe, sustainable, and plentiful water supplies of the region.

The Respondent will assist OCPC in launching a standing Water Resources Committee for the region that will serve as a platform for communication and collaboration on water and serve to advance the completed Regional Water Plan. The Respondent will assist OCPC with the development of committee terms of reference and will also collaborate with OCPC on the development of a five-year strategy for the committee that will include goals and objectives and an approach for securing resources to support the committee.

Deliverables

1. Project Management Plan that establishes a clear hierarchy of project oversight. This must include regular reporting and involvement of senior team members who possess the necessary experience to make informed decisions, troubleshoot challenges, and ensure the project stays on track.
2. Website: content to be provided for inclusion on OCPC’s existing website
3. Communications Plan, as described in Tasks 1 and 3, and details at least the following:
 - Stakeholder Engagement – how municipalities and other stakeholders and decision-makers in the region, including legislators and town select boards/city councils, will be engaged, including through, but not limited to, a Project Steering Committee
 - Public Communication – how the general public will be communicated with throughout the course of the project
 - Consultation Process – how stakeholders and the broader public will be involved in the development of the Regional Water Plan
4. Annotated Bibliography as described in Task 2
5. Regional Water Plan with Executive Summary and Implementation Plan as described in Tasks above
6. Regional Water Resources Committee Terms of Reference and Strategy

All documents shall be provided electronically to OCPC in editable format as well as searchable PDF formats. This includes all Deliverables as well as materials used for outreach, including slides, posters, maps, etc. Geographic data underlying all maps and other data shall also be provided in an electronic format compatible with OCPC's software. Any example bylaws, regulations, and/or policies as may be recommended in the Regional Water Plan must also be provided.

5.2. Contract Administration

OCPC will administer the provisions of the Contract. Regarding questions arising under this Contract, the decisions of OCPC shall be final and compliance with said decisions shall be a condition precedent to the right of the Respondent to receive payment under the Contract.

5.3. Time for Performance

The proposal and subsequent contract require the initiation of services as directed by OCPC. A twelve (12) month project schedule is anticipated, commencing one week following the date of an executed contract between OCPC and the successful Respondent.

5.4. Invoices and Payment

- a) The Respondent shall bill OCPC by emailed invoice following the delivery of any materials and services. Except for any amounts deducted or added as provided herein, payments will be made within forty-five (45) days.
- b) OCPC shall not be required to pay any amount for deficient or improperly rendered services or materials. OCPC may retain or set-off any monies that would otherwise be payable hereunder and apply as much as may be deemed necessary to the payment of any expenses, losses, or damages incurred by OCPC in connection with such deficient services or materials. In addition, in the event that claims are made against OCPC, its officers, agents, servants, or employees in connection with or arising out of such deficient services or materials, OCPC may at its option retain until such claims are settled so much of such monies as OCPC shall be of the opinion will be required to settle the claims. Any monies kept hereunder shall be deemed not due and payable to the Respondent until final disposition of any such expenses, losses, damages, or claims. In addition to withholding payments as set forth herein, OCPC shall be entitled to any other remedy it has at law or inequity to protect its interests.

5.5. Performance

The Respondent shall fulfill all obligations, terms, conditions, and prices set forth to meet the contract agreement in full. This is inclusive of all renegotiated items in change orders that have been properly acknowledged in writing and signed by the Respondent and OCPC.

6. INSURANCE REQUIREMENTS

Before commencement of contract services, the Respondent shall obtain and maintain throughout the term of the contract, the following insurance coverages written by a company qualified to do business in the Commonwealth of Massachusetts and satisfactory to OCPC. A certification that each such insurance is in force and effect and listing OCPC as an additional insured on all policies other than worker's compensation shall be submitted at the time of the execution of the contract and thereafter whenever renewed or requested by OCPC. All insurers must be notified that the insurance policies must provide a copy of any notice of cancellation to OCPC:

General Liability: Coverage shall be written on an occurrence basis in accordance with services performed and shall include, but not be limited to, Premises/Operations, Products/Completed Operations, Personal and Advertising Injury, Property Damage, Medical Payments, Blanket Contractual Liability, and Contractors Protective Liability. Completed Operations coverage shall be maintained for three years after completion of the job with the limits indicated below:

Limits:

\$1,000,000 Each Occurrence
\$2,000,000 Aggregate

Workers' Compensation and Employer's Liability: Statutory workers' compensation coverages must be provided meeting all applicable state and federal requirements. In addition, employer's liability coverage must be provided with a least the following limits:

Employer's Liability Limits:

\$500,000 Each Accident
\$500,000 Disease-Policy Limit
\$500,000 Disease-Each Employee

Automobile Liability: Owned, Non-owned, and Hired Automobile coverages to be included.

Limits:

\$1,000,000 Combined Single Limit

Respondent's Professional Liability: Coverage must be provided in the amount of at least Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

Umbrella: Five Million Dollars (\$5,000,000) on Umbrella form over General Liability, Automobile Liability, and Employers Liability.

With respect to any of the insurance policies provided by the Respondent pursuant to this Agreement that are "claims made" policies, in the event at any time any such policies are canceled or not renewed, the Respondent shall provide a substitute insurance policy with terms and conditions and in amounts that comply with these requirements and that provide for retroactive coverage to the date of cancellation or non-renewal to fill any gaps in coverage that may exist due to the cancellation or non-renewal of the prior "claims made" policy. With respect to all "claims made" policies that have been renewed the Respondent shall provide coverage retroactive to the date of the commencement of work under this agreement. All said substitute or

renewed “claims made” policies shall be maintained in full force and effect for three (3) years from the date of completion of the project.

The above listed coverages must be provided on policies and on an ACORD certificate that includes the following:

1. The insurance companies are financially rated A-VI or better by A.M. Best and licensed to do business in the State of Massachusetts.
2. A 60-day Notice of Cancellation provision. (The “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” language shall be eliminated from the ACORD certificate cancellation clause.)
3. The liability policies shall be primary and non-contributory for Named and Additional Insureds. The General Liability additional insured endorsement shall include Premises Operations and Completed Operations.
4. A copy of the additional insured endorsement shall be attached to the Certificate of Insurance.
5. Waiver of Subrogation will apply to all policies in favor of OCPC, its departments, subdivisions, agents, officers, employees and officials, ATIMA.

The Respondent must require and ensure that all subcontractors, if any, must carry the foregoing coverages, to include all the same terms, conditions, and limits outlined in these requirements and as required of the Respondent.

7. MINIMUM EVALUATION CRITERIA

Please note that items below must be completed and submitted with your proposal.

All non-price proposals will be evaluated upon two sets of criteria—minimum and comparative. To meet the minimum evaluation criteria and be considered each Respondent **must**, as part of its proposal, complete the following items and submit all the documentation required therein. An authorized representative of the Respondent must initial the appropriate response for each criterion below, sign this section in the space provided at the bottom, and attach the required documentation. A failure to meet any of the requested items shall be grounds to reject the proposal. If more than one entity is involved in making a proposal, the required information must be provided for each entity involved.

- a. A Letter of Transmittal signed by the individual authorized to negotiate and contractually bind the Respondent stating that the offer is effective for at least sixty (60) calendar days from the deadline for submission of proposals.

COMPLY _____ DOES NOT COMPLY _____

- b. A List of All *Similar* Projects within the U.S. for which the Respondent, or its agents and employees, has provided consulting services within the past five (5) years. Include a contact for each project (full name, email address, and telephone number) as well as start and completion dates. The list must include projects completed and in progress, if any.

COMPLY _____ DOES NOT COMPLY _____

- c. A List of *All* Projects, even those dissimilar, within OCPC's region for which the Respondent, or its agents and employees, has provided consulting services within the past five (5) years. Include a contact for each project (full name, email address, and telephone number) as well as start and completion dates. The list must include projects completed and in progress, if any.

COMPLY _____ DOES NOT COMPLY _____

- a. A Staffing Plan showing name, title and/or position, and role of everyone who will substantially contribute to this project. For each individual listed in the Staffing Plan, attach a current resume. Resumes must include, at minimum, the individual's education, professional registrations and certifications, years of total experience, and experience related to the proposed project. Please ensure that the Staffing Plan and Narrative (see below) clearly show which staff will work on which parts of the project for how much time, and what their overall responsibilities will be. It is expected that the project team will consist of a balanced mix of senior, mid-level, and junior staff members, each contributing their unique expertise to the successful execution of the project.

COMPLY _____ DOES NOT COMPLY _____

- b. A narrative from the Respondent describing their understanding of what is required under this RFP for the successful completion of this project, and a plan for accomplishing the work and tasks required. The narrative must include a project schedule/timeline clearly showing the proposed length of the project, from date of execution of a contract with OCPC to start of work, to milestones when critical services will be completed, etc. The narrative must include affirmation that the Respondent’s personnel will be available as required by the foregoing specifications.

COMPLY _____ DOES NOT COMPLY _____

- c. Documentation or a detailed organizational chart showing each member of the Respondent’s team, including any outside respondents, engineers, vendors, or subcontractors expected to work on this project and to whom the Respondent will assign work.

COMPLY _____ DOES NOT COMPLY _____

- d. A list of the captioned names and docket numbers of all litigation and administrative proceedings in which the Respondent has been named defendant during the past five years, along with a brief explanation of the nature of each such proceeding and, if concluded, the outcome of the proceeding.

COMPLY _____ DOES NOT COMPLY _____

The following must be signed by an authorized representative of the respondent:

I hereby state that I understand the foregoing minimum evaluation criteria, that I have initialed all of the appropriate sections, and that I have attached the required information to the proposal.

Name of Respondent: _____

By: _____
Signature

Printed Name and Title

Date

8. COMPARATIVE EVALUATION CRITERIA

Proposals will be evaluated by Selection Committee of OCPC staff and match funding partners. Only Respondents who have met the minimum evaluation criteria set out above will be evaluated by said committee, using the comparative criteria set forth below and the price proposal submitted. In evaluating a Respondent's experience in performing similar services, the Selection Committee will consider the experience of the personnel of the Respondent who will be performing such services for OCPC.

OCPC is seeking a highly experienced Respondent to undertake this project; however, we understand that this project offers challenges that may be unique. OCPC encourages Respondents whose anticipated Comparative Evaluation Criteria may not all be rated as "Highly Advantageous" to nevertheless submit proposals. It may be that no proposal meets all criteria in a highly advantageous way.

A. Relevant experience

1. *Not Advantageous*: The Respondent has less than five (5) years of experience consulting with municipalities on drinking water supply planning and/or engineering projects.
2. *Advantageous*: The Respondent has between five (5) and ten (10) years of experience consulting for municipalities on drinking water supply planning and/or engineering projects.
3. *Highly Advantageous*: The Respondent has more than ten (10) years of experience consulting for municipalities on drinking water supply planning and/or engineering projects.

B. Project delivery

1. *Not Advantageous*: The Respondent has completed three (3) or fewer projects of similar size and scope for municipalities within the past five (5) years.
2. *Advantageous*: The Respondent has completed more than three (3) projects of similar size and scope for municipalities within the past five (5) years.
3. *Highly Advantageous*: The Respondent has completed more than three (3) projects of similar size and scope for municipalities within the past five (5) years, and at least one (1) other project with a multi-jurisdictional, regional, and/or state level focus.

C. Staffing

1. *Not Advantageous*: The Respondent's principal consultant and/or project manager has led fewer than three (3) projects of similar size and complex scope.
2. *Advantageous*: The Respondent's principal consultant and/or project manager has led at least three (3) projects of similar size and complex scope, and the proposal demonstrates a balanced team structure that involves senior team members in critical project aspects.
3. *Highly Advantageous*: The Respondent's principal consultant and/or project manager has led at least three (3) projects of similar size and complex scope, and the proposal demonstrates a balanced team structure that involves senior team members in critical project aspects. In addition, the proposed team includes diverse expertise, experience, and qualifications that together demonstrate the team's ability to understand the

interdisciplinary nature of this proposed project, which requires skills not only in planning and engineering but also facilitation, consensus-building, and communications.

D. Proposal

1. *Not Advantageous*: The proposal does not contain a clear plan that addresses most of the project aspects detailed in this RFP.
2. *Advantageous*: The proposal contains a clear plan that addresses most of the project aspects detailed in this RFP.
3. *Highly Advantageous*: The proposal contains a clear and comprehensive plan that addresses all of the project aspects detailed in this RFP.

E. References

1. *Not Advantageous*: One (1) or more references were not satisfied with the end results.
2. *Advantageous*: All references were satisfied with the Respondent's work and stated that projects were completed but not within the time frame(s) required.
3. *Highly Advantageous*: All references were satisfied with the Respondent's work and stated that projects were completed within the time frame required.

F. Interview

The Selection Committee may choose to interview the three Respondents with the highest cumulative ranking based on individual rankings of the Comparative Evaluation Criteria above. Should the Selection Committee choose to interview Respondents, interviews will be ranked based upon the following:

1. *Not Advantageous*: The principal consultant and/or project manager for this proposed project was not present at the interview or was unable to communicate effectively and did not successfully respond to questions.
2. *Advantageous*: The principal consultant and/or project manager for this proposed project was present, outlined a plan of action, demonstrated good communication skills, presented other personnel with experience and skills who will be assigned for the duration of this project, and successfully responded to most of the questions.
3. *Highly Advantageous*: The principal consultant and/or project manager for this proposed project was present, detailed a plan of action, demonstrated excellent communications skills, presented other personnel with experience and skills who will be assigned for the duration of this project, and successfully responded to all questions.

OCPC will determine the most advantageous proposal from a responsible and responsive Respondent, taking into consideration price and all evaluation criteria set forth in the RFP.

9. EXHIBIT A: NON-PRICE PROPOSAL AND ADDITIONAL CERTIFICATIONS

Old Colony Planning Council

**REQUEST FOR PROPOSALS FOR
CONSULTING SERVICES TO DEVELOP A REGIONAL WATER PLAN
“Economic Resilience and Sustainable Water Supply in the
Old Colony Economic Development District”**

Name of Respondent:	
Date:	

ALL RESPONDENTS MUST SUBMIT A COMPLETED AND SIGNED COPY OF SECTION 7, “MINIMUM EVALUATION CRITERIA,” ALONG WITH COPIES OF ALL ITEMS REQUIRED PER THIS RFP.

List attachments for Minimum Evaluation Criteria:

-

List attachments for Comparative Evaluation Criteria:

-

PLEASE LIST BELOW ANY ADDITIONAL ATTACHMENTS SUBMITTED FOR CONSIDERATION.

List additional attachments for consideration:

-

IN SUBMITTING THIS PROPOSAL, THE RESPONDENT ALSO CERTIFIES THE FOLLOWING:

The undersigned Respondent declares that any and all taxes, fees, interests, and penalties due or to become due from the undersigned are currently and fully paid and will remain current and fully paid during the pendency of the purchase, as required by all local, state, and federal law. The undersigned certifies that the below indicated Respondent has complied with all laws relating to taxes.

The undersigned expressly acknowledges that it has examined the Request for Proposals and all related documents, that it has informed itself fully of all conditions pertaining to the purchase for which this proposal is made, that it is acting in good faith, without fraud, collusion, or connection with any other person or entity, and that it is making this proposal based on its own examination and estimates.

The undersigned further declares that the acceptance of this proposal will not cause a violation of Massachusetts General Laws chapter 268A, the so-called “State Conflict of Interest Law.”

The undersigned expressly acknowledges that OCPC reserves the right to reject any and all proposals and to waive minor informalities and irregularities in any proposal.

Notice of an award will be mailed and emailed to the following:

Address:	Email address:

Signed under the pains and penalties of perjury on this ____ day of _____, 2023,

Name(s) of Respondent

By: _____
Signature of Individual or Authorized Corporate Officer

Printed Name and Title of Person Signing

Federal Identification Number or Social Security Number
of Respondent

Address of Respondent

Telephone Number

The undersigned swears under the pains and penalties of perjury that this proposal is complete and accurate in all respects.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

10. EXHIBIT B: PRICE PROPOSAL

Old Colony Planning Council

**REQUEST FOR PROPOSALS FOR
CONSULTING SERVICES TO DEVELOP A REGIONAL WATER PLAN**
“Economic Resilience and Sustainable Water Supply in the
Old Colony Economic Development District”

Name of Firm or Individual:	
Business Address:	
Contact Name:	
Telephone Number:	
Email address:	

Respondents are required to submit one (1) signed "Price Proposal" without “conditions or exceptions.” The PRICE PROPOSAL form shall be enclosed in a sealed envelope marked PRICE PROPOSAL.

- The Respondent shall prepare the cost proposal as an all-inclusive contract price, including consulting services, travel costs, consumables, and incidentals.
- The Respondent is encouraged to add additional cost breaking points for major study components, and other anticipated costs not explicitly identified in this RFP.
- Any costs incurred by the Respondent in responding to this RFP in anticipation of receiving a contract award shall be the responsibility of the Respondent submitting the response. OCPC shall not reimburse the Respondent for any such expenses.

Price Proposal for OCPC Regional Water Plan:

\$_____ Total Fixed Fee Contract Price

Total Fixed Fee Contract Price in words: _____

THE UNDERSIGNED PROPOSES TO SUPPLY ALL SERVICES REQUIRED TO PREPARE FOR OCPC A REGIONAL WATER PLAN.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

11. CERTIFICATE AS TO CORPORATE BIDDER

I, _____, certify that I am the
_____ of the Corporation named as
Respondent in the foregoing Price Proposal Form, and that
_____, who signed said Price Proposal Form on
behalf of the Corporation was then _____ (Title) of said
Corporation, that I know his or her signature and that his or her signature thereto is genuine and
that said Price Proposal Form was duly signed, sealed and executed for and on behalf of said
Corporation by authority of its governing body.

(Corporate Seal)

Signature: _____

Title: _____

Print Name and Title of Signatory

12. EXHIBIT C: CERTIFICATE OF NON-DISCRIMINATION

The undersigned hereby certifies that it will not discriminate against any employee or applicant for employment on the basis of race, color, religious creed, national origin, sex, status as a veteran, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, pregnancy, or the handicap of a qualified handicapped person.

Name of Respondent

Signature of Authorized Agent

Print Name and Title of Authorized Agent

Date

13. EXHIBIT D: CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this 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.

Name of Respondent

Signature of Authorized Agent

Print Name and Title of Authorized Agent

Date

14. EXHIBIT E: CERTIFICATE OF NON-COLLUSION

FORM CD-512
(REV 12-04)

U.S. DEPARTMENT OF COMMERCE

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE