



**Request for Qualifications (RFQ)  
General Wastewater Engineering Services  
For the Town of Falmouth Wastewater Department  
Issued: February 5, 2024**

Qualifications statement proposals may be emailed to Superintendent, Daniel Marks, [dmarks@falmouthme.org](mailto:dmarks@falmouthme.org), in PDF form, marked “RFQ-General Engineering Services for Wastewater Treatment, Collection, Conveyance and Climate or Flood Adaptation Measures”, until 12:00 p.m. on March 6, 2024. Any late proposals will not be accepted.

### **Background**

In compliance with 2 CFR 200, the Town is soliciting qualification statement proposals for general wastewater engineering services related to projects which may be funded with local, state, and/or federal sources. The selected firm will work on a variety of projects related to wastewater treatment, collection, conveyance including climate or flood adaptation measures for wastewater infrastructure as needed and directed by the Town. This will not be an exclusive contract; the Town reserves the right to enter into agreements with other consultants if considered to be in the best interest of the Town. Assignments under this contract could have duration periods of a few days to multi-year assignments depending on the services requested by the Town and needs of a specific project.

### **Scope of Work**

The successful firm will be able to provide engineering services including but not limited to the following:

- Engineering of wastewater treatment, collection, conveyance, as well as flood or climate adaptation and mitigation projects for wastewater infrastructure including the conceptual, preliminary and final design, permitting, construction cost estimating, bidding, bid award and construction support services.
- Services relating to identification, development, and preparation of federal, state, local, and private grant applications to fund work, and then implemented work funded under those grants, including federal, state and local grants originating with, but not limited to, Congressionally Directed Spending (CDS), Clean Water State Revolving Loan Fund (CWSRF), the Maine Department of Transportations’ Infrastructure Adaptation Fund (MIAF), Federal Emergency Management Agency (FEMA) and Maine Emergency Management agency (MEMA).
- Engineering peer review of plans and documents prepared under contract to either the Town, or other parties, for various public infrastructure improvement projects.
- Asset Management, condition assessment, planning, design, permitting, and estimating probable construction costs; bid document preparation, bidding assistance, construction management, oversight and inspection (either full-time or part-time as necessary); as-built and operation and maintenance plan preparation for various public infrastructure improvement projects.

- Services to investigate and quantify existing conditions of various public infrastructure, including the preparation of engineering surveys or record plans and preparation of reports to summarize investigations.
- Engineering peer review of plans and documents for private site developments and/or subdivisions, including offsite improvements in connection with private site developments and/or subdivisions.

### Relevant Prior Completed Work

The work contemplated under this scope includes projects identified during prior planning stages. The following reports are made available for potential respondents:

- Pump Station Evaluation (2009)
- WWTF Capacity Evaluation (2013)
- West Falmouth Sewer Master Plan (2017)
- Climate Adaptation Plan (2023)
- Mill Creek Interceptor Long Term Replacement Options (2023)
- Mackworth Point Interceptor Sewer Study (2023)

Please visit <https://www.falmouthme.org/wastewater-department/pages/2-ongoing-projects-and-work> for links to these reports. Work under this scope may not be limited to that which is identified in the referenced reports.

### Required Submittal

Proposals shall include the following and shall be organized using each of the below elements as section headings:

- Firm Description: Provide a brief description of the firm including firm size and area of specialization, location of nearby office(s) proposed to handle Town's projects, and environmental sustainability policy (see additional details below).
- Experience: Provide project information on key wastewater, climate and flood adaptation projects in Falmouth, and other communities Maine. Describe your knowledge of the Town and its facilities as they relate to the categories of work above.
- Project Team: Provide names and resumes of key professionals who would be working closely with the Town. Each team member's education and experience shall be listed. The primary contact shall be clearly identified, and a description of their relevant previous projects listed. A list of past relevant projects, which proposed staff have played a central role in developing, shall also be provided.
- Five (5) project references, including client contact name, email and phone number.

\*Proposals are limited to fifteen (15) pages single sided, not including resumes, section dividers and cover letter. Proposals shall not include any mention of price. A PDF of the full submittal package shall be submitted by email to Dan Marks at the email listed above.

## Environmental Sustainability Policy

Bidders are asked to view the Town of Falmouth's environmentally preferable procurement policy (See [Section XI](#)) and demonstrate how their proposal will support the policy by describing environmentally-preferable attributes of the products and services to be purchased. Bidders are also encouraged to highlight company-wide environmental sustainability policies and practices (examples of environmental sustainability are outlined in the [Town of Falmouth's Sustainable Business Recognition Program](#)).

## Selection Process

The Town will evaluate each proposal individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in the RFQ, and to any subsequent requests for clarification or additional information made by the Town. Proposals must comply with and are subject to all provisions of applicable federal, state, and local laws. Proposals failing to comply with the submission requirements or those unresponsive to any part of this solicitation may be disqualified. Proposals will be evaluated according to the following and their relative importance:

- Responsiveness to submission requirements (10 pts.)
- Firms experience on wastewater, climate or flood adaptation projects (25 pts.)
- Qualifications of firm and key team members who will be in close communication with the Town (25 pts.)
- Familiarity with Town of Falmouth wastewater facilities (25 pts.)
- Environmental Sustainability Policy (5 pts.)
- References (10 pts.)

The Town, at its discretion, may select a firm outright or select a finalist(s) for in-person and/or telephone interviews.

The Town reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of the Town.

## Questions

Questions can be directed to Dan Marks, Wastewater Superintendent, [dmarks@falmouthme.org](mailto:dmarks@falmouthme.org) with the subject – "General Wastewater Engineering Services - RFQ". Only written questions regarding this Request for Qualifications will be considered – e-mail format preferred. No phone calls please. Addenda for potentially interested bidders will be provided as necessary and posted on Town's "bid" web page <https://www.falmouthme.org/current-bids-rfps/pages/current-bids-rfps>.

## Agreement

The Town's standard consultant agreement follows. Consultants awarded work under this Request for Qualifications will be expected to execute this agreement.

**SAMPLE AGREEMENT**

**(DO NOT SIGN AS PART OF RFQ RESPONSE)**

**I. PARTIES**

This contract (hereinafter referred to as "Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Inhabitants of the Town of Falmouth with a mailing address of 271 Falmouth Road, Falmouth, Maine 04105 (hereinafter referred to as "Town"); and \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (hereinafter referred to as "Consultant"). In consideration of the mutual promises contained herein, Consultant agrees to perform the following services for the Town.

**II. SCOPE OF WORK**

In consideration of the compensation set forth herein, the Consultant shall perform the services as outlined in a request for proposal dated \_\_\_\_\_ and attached hereto as Exhibit A and the response attached hereto as Exhibit B.

**III. COMMENCEMENT AND COMPLETION**

The Consultant will commence work on or before \_\_\_\_\_, 200\_\_ and will complete work on or before \_\_\_\_\_, 200\_\_.

**IV. PAYMENT TERMS**

The Consultant shall submit an invoice on or about the first of each month reflecting services performed at the Consultant's normal professional billing rates, attached hereto as Exhibit C. The Consultant understands that the payment for completion of the services outlined in Section II shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_), and the Consultant agrees to perform the services on that basis. Invoices shall list separately all out of pocket expenses being billed.

## **V. TERMINATION**

Either party may terminate this Agreement for cause after giving the other party written notice and a reasonable opportunity to cure. The Town may terminate without cause by giving the Consultant fourteen (14) days notice, and compensating the Consultant equitably to the termination date.

## **VI. DISPUTE RESOLUTION**

Any controversy or claim arising out of or related to this Agreement, which cannot be resolved between the parties shall be submitted to the Maine Superior Court (Cumberland County). This agreement shall be governed by Maine law.

## **VII. QUALIFICATIONS**

The Consultant represents it holds, and will continue to hold during the term hereof any and all qualifications, licenses and certifications required to perform its services in Maine. The consultant shall perform all services in accordance with professional standards.

## **VIII. SUBCONTRACTORS**

The Consultant shall be fully responsible to the Town for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by it, and shall hold subcontractors to the same terms and conditions as Consultant is held under this Agreement. No subcontractors shall be retained on this Agreement without the specific prior written approval of the Town.

## **IX. INSURANCE**

The Consultant shall purchase and maintain Workers' Compensation Insurance, General Public Liability and Property Damage Insurance including vehicle coverage and professional liability insurance, all with limits and terms satisfactory to the Town. The Town shall be named as an additional insured on the liability policy.

## **X. INDEMNIFICATION**

The Consultant will indemnify and hold harmless the Town, its officers, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Agreement by the Consultant, its officials, employees, agents and subcontractors.

## **XI. ENTIRE AGREEMENT**

This Agreement and its attachments represent and contain the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement and its attachments are not a part of this Agreement. Where there is any conflict between the provisions of this Agreement and the provisions of any attachment, the provisions of this Agreement shall control.

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

INHABITANTS OF THE

TOWN OF FALMOUTH, MAINE

By: \_\_\_\_\_

Nathan A. Poore, Town Manager