



## Central Vermont Regional Planning Commission

### REQUEST FOR PROPOSALS

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#### Moretown Elementary School & Town Office Stormwater Implementation Project

#### **AMENDMENT (May 17,2022)**

The Background section of the Request for Proposals has been amended to reflect a change in the project budget (increase from \$12,373 to \$30,000). The new language reads: The budget for bid and construction phase engineering support shall not exceed **\$30,000.00.**

#### **OVERVIEW**

The Central Vermont Regional Planning Commission (CVRPC) works to assist its member municipalities in providing effective local government and to work cooperatively with them to address regional issues.

CVRPC, the Town of Moretown (Town), and the Moretown Elementary School (School) (collectively referred to as the Project Partners) invite qualified firms to submit proposals for bid and construction engineering support for a stormwater mitigation project at the Moretown Elementary School and Town Office Complex located at 79 School Street, Moretown, VT, 05660 (the Project Site).

Inquiries regarding this Request for Proposals (RFP) may be directed to Brian Voigt, Senior Planner, Central Vermont Regional Planning Commission via email at [voigt@cvregion.com](mailto:voigt@cvregion.com). Please submit questions pertaining to this RFP to Brian Voigt in writing at [voigt@cvregion.com](mailto:voigt@cvregion.com) by May 9, 2022 at 3:00 PM. Answers to questions received by the deadline will be compiled into a single document and attached to the bid advertisement on the [Vermont Bid Registry](#) and posted to the [CVRPC website](#). Answers will be posted on or before May 10, 2022. If changes are made to this RFP, an addendum will be issued to firms that express interest and provide CVRPC with contact

information (i.e. registered vendors). An addendum will also be attached to the original advertisement on the [Vermont Bid Registry](#) and posted to the [CVRPC website](#). Proposals are due May 19, 2022 at 4:00 PM.

CVRPC encourages qualified disadvantaged (DBE) and women-owned (WBE) businesses to submit proposals. Proposals are required to document whether the individual is a DBE or WBE. CVRPC, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C §§ 2000b to 2000b-4) and its associated Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, will afford DBE and WBE full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. It is the policy of CVRPC that DBEs have the opportunity to participate to the maximum extent feasible in procurement and contracting.

**CVRPC is an Equal Opportunity Employer.**

**SCHEDULE**

Ideally this project would be constructed during the 2022 construction season; however, it would be acceptable to delay construction until the 2023 construction season if necessary as long as all construction is completed by August 31, 2023.

<b>Date</b>	<b>Item</b>
April 25, 2022	Request for Proposals issued
May 9, 2022	Deadline for submission of questions in writing
May 10, 2022	Response to questions posted on <a href="#">Vermont Bid Registry</a> and the <a href="#">CVRPC website</a>
May 19, 2022	Proposals Due by 4:00 PM
June 2, 2022	Award Notification
June 6, 2022	Estimated Contract Start
September 30, 2023	Contract Completion

## **BACKGROUND**

The Project Site is located at the Moretown Elementary School & Town Office Complex located at 79 School Street, Moretown, VT, 05660. The project was ranked as a high priority in the 2019 *Central Vermont Stormwater Master Plan – Duxbury, Fayston, Moretown, Waitsfield, and Warren*. A large hill behind the school directs water towards its foundation where it accumulates. In addition, the parking lot is in poor condition, with significant ponding, puddling, rutting, and erosion. Most of the stormwater from this site is collected and discharged into the Mad River without any treatment. The remaining drainage is discharged directly to Doctor’s Brook.

This project seeks a State certified Professional Engineer to provide bid and construction oversight for four water quality infrastructure components – three sand filters and a gravel wetland. The newly constructed infrastructure will serve a nearly 10-acre drainage area and is expected to reduce Phosphorous loading by 2.35 kg/yr. A 100% design plan has already been completed.

Funding for this project is provided through a grant to the Mount Ascutney Regional Commission from the Vermont Department of Environmental Conservation (VTDEC Grant #2019-CWF-IMP-03) via a sub-grant to the CVRPC (CVRPC-2021DIBG-04). The budget for bid and construction phase engineering support shall not exceed ~~\$12,373.00~~ **\$30,000.00**.

## **SCOPE OF WORK – REQUIRED SERVICES**

### TASK 1: ATTEND PROJECT KICK-OFF MEETING

The Selected Consultant shall attend a project kick-off meeting with CVRPC staff and representatives from the Town, School and Selectboard to discuss bidding and construction timing, division of labor, design plans, permit requirements, operations & maintenance planning, and other issues pertinent to the project. The kick-off meeting may be held in person or remotely at the discretion of the participants. CVRPC will schedule the meeting within two weeks of the contract start date. The Selected Consultant shall provide notes from the project kick-off meeting to CVRPC.

### TASK 2: PREPARE AND ISSUE BID DOCUMENTS

The Selected Consultant will prepare all documents necessary to put construction out to bid. The Selected Consultant shall submit bidding

documents to CVRPC for review and approval prior to issuance. With assistance from CVRPC, publicly issue bid documents via the [Vermont Bid Registry](#), and send directly to area contractors.

#### TASK 3: FACILITATE PRE-BID CONFERENCE

The Selected Consultant shall attend and facilitate a pre-bid conference with earthwork contractors interested in bidding on the project. The pre-bid conference will be held on-site at 79 School Street, Moretown, VT, 05660. Attendance at the pre-bid conference is a mandatory prerequisite for Prospective Bidders. (Note: this should be reflected in the Bid Documents prepared in Task 2.) The Selected Consultant shall facilitate a site-walk and provide an overview of the project. The Selected Consultant should answer questions posed by Prospective Bidders to aid in bid preparation. The Selected Consultant shall provide notes to CVRPC documenting the discussion at the pre-bid conference (including a list of earthwork contractors represented at the conference, their contact information, and a summary of the Q&A portion of the conference).

#### TASK 4: BID EVALUATION

The Selected Consultant shall evaluate bids received from earthwork contractors. The Selected Consultant shall submit a memorandum to CVRPC summarizing bids received, documenting the review process, and recommending an earthwork contractor to be awarded the Contract. The memo should include a brief rationale for the recommendation (e.g. bid price, references).

#### TASK 5: PREPARE CONTRACT DOCUMENTS

Upon selection of an earthwork contractor, the Selected Consultant shall prepare draft contract documents to be executed by and between CVRPC and the Selected Contractor.

#### TASK 6: PERMITTING

The Selected Consultant shall prepare and submit any and all permit applications necessary for project implementation. Since the 100% design work for this project was completed, a 2021 Flood Hazard Area & River Corridor General Permit has been issued by the DEC. Additionally, the Moretown Development Review Board issued a Conditional Use Permit related to the project in April 2022 with two conditions: 1) following construction, the system be operated and maintained according to the

Operation & Maintenance plan filed with the 100% design report; and 2) the Town will obtain the necessary easements from adjacent property owners. The Selected Consultant will coordinate with the Vermont Agency of Transportation to finalize the State Highway Access and Work Permit (1111) once a schedule has been set. At this time, the need for additional local, state or federal authorizations is not anticipated. However, it will be the responsibility of the Selected Consultant to ensure all permits for project implementation are in place.

#### TASK 7: CONSTRUCTION OBSERVATION, INVOICE & CHANGE ORDER APPROVAL, AND INTERIM REPORTING

The Selected Consultant shall provide project stakeout and part-time construction observation to ensure the project is constructed in accordance with design specifications. The Selected Consultant should be generally available throughout project construction to address any questions or concerns the Selected Contractor may pose. The Selected Consultant shall review and approve Invoices and any Change Orders submitted by the Selected Contractor.

At or near the midpoint (50%) of the construction phase, the Selected Consultant shall prepare an interim report to be submitted to CVRPC which includes:

- construction photographs,
- approximate completion percentage,
- work completed to-date,
- an assessment of project budget status,
- a summary of any project complications (if applicable), and
- any other information deemed pertinent by the Selected Consultant.

#### TASK 8: FINAL REPORT

Upon substantial completion of the construction phase, the Selected Consultant shall prepare a Final Engineering Report to be submitted to CVRPC which, at a minimum, includes:

- a brief summary of the project,
- site photographs,
- a description of any deviation from the original 100% design and a rationale for that deviation (if applicable), and
- as-built plans.

## TASK 9: PREPARE OPERATIONS AND MAINTENANCE PLAN

The Selected Consultant should prepare an Operation and Maintenance (O&M) Plan for the stormwater infrastructure improvements using the most current version of the [O&M Plan and Agreement Template](#) provided by the Vermont Department of Environmental Conservation (DEC). Ultimately, the Agreement will be between VT DEC, the Town, and CVRPC.

### **MILESTONES & DELIVERABLES TABLE**

The table of Milestones and Deliverables below corresponds to Tasks 1-9 (detailed above). **Please copy the table and paste it directly into your proposal. Provide proposed due dates for each task & deliverable in the Delivery Date column.**

TASK		DELIVERABLE	DELIVERY DATE
1	Kick-off Meeting held	Copy of kick-off meeting notes	
2	Bid Documents prepared	Copy of construction bid documents	
3	Pre-bid Conference held	Copy of pre-bid conference notes; List of firms represented at the pre-bid conference (including contact information)	
4	Bids Received/ Evaluated	Memo summarizing bids received, a recommendation for an earthwork contractor (Selected Contractor) to be awarded the Contract and the rationale for their selection	
5	Contract Documents Prepared	Draft contract documents – contract to be executed between CVRPC and the Selected Contractor	
6	Permits Secured	All permit authorizations necessary for project construction (if applicable)	
7	Project approximately 50% constructed	Interim progress report, including construction photographs, approximate percentage of completion, work completed to-date, assessment of project budget status, summary of any project complications (if applicable), and any other information deemed pertinent by the Selected Consultant	
8	Construction Complete	Final Engineering Report, including site photographs and as-built drawings	

9	Operations & Maintenance Plan prepared	Copy of draft Operations & Maintenance (O&M) Plan	
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## **REQUIRED PROPOSAL CONTENT**

Firms responding to this RFP shall propose a Scope of Services necessary to complete the Scope of Work described herein. The proposal must describe how the firm intends to complete the Scope of Services, establish a project schedule, and identify any required CVRPC project support for all phases of the project. In addition, the proposal shall contain the following sections:

### TECHNICAL QUALIFICATIONS

- 1) A cover letter demonstrating an understanding of the services requested through this RFP.
- 2) A Scope of Services.
- 3) A description of the firm, including addresses of all offices proposed for involvement in this project, structure of the firm, size of the firm, number of years the firm has been in business, and a statement of the firm's financial stability.
- 4) A list of staff who will work on the contract, including names, education, professional licenses, registrations or certifications, relevant experience (resumes are acceptable), and role in the contract. CVRPC must preapprove use of any staff not identified in the proposal.
- 5) Examples of relevant past experience for a minimum of three references, including a brief description of the project, contact person, phone number, and address of reference. References should demonstrate the experience of the specific staff proposed to work under CVRPC contract. CVRPC reserves the right to check references beyond those provided by the contractor.
- 6) The Selected Contractor will be required to add CVRPC and its officers and employees as an additional insured for services performed. The proposal must demonstrate that either the contractor currently has insurance or is eligible for insurance.

### COST PROPOSAL

- 1) Identify costs by task and person hours.
- 2) List an hourly rate(s) by individual(s) providing services.
- 3) Detail other expenses, including but not limited to overhead rate, travel, fees, mileage reimbursement.

- 4) Provide a total project cost.

#### SUBMISSION REQUIREMENTS

Proposals must be submitted by May 19, 2022 at 4:00 PM. Proposals submitted after the deadline will not be considered. Proposals must be submitted via email to Brian Voigt, Senior Planner ([voigt@cvregion.com](mailto:voigt@cvregion.com)) with the following Subject line "Moretown Elementary School & Town Office Stormwater Mitigation Implementation Engineering Services". Proposals sent via fax or mail will not be considered. Once submitted, the proposal becomes the property of CVRPC.

Alternative delivery methods may be arranged by request. A contractor may correct, modify, or withdraw a response to this RFP via written notice to Brian Voigt ([voigt@cvregion.com](mailto:voigt@cvregion.com)) prior to the submission deadline. Modifications must be submitted electronically and clearly labeled "Modification No. \_\_\_". Each modification must be numbered in sequence, and must reference the original RFP.

After the opening of responses to this RFP by CVRPC, a contractor may not change any provision of the response in a manner prejudicial to the interests of CVRPC or fair competition. If a mistake and the intended correct wording are clearly evident on the face of the response document, the mistake will be corrected to reflect the intended correct meaning and the contractor will be notified in writing. Contractors may not withdraw responses to this RFP so corrected. A contractor may withdraw an opened response to this RFP if a mistake is clearly evident on the face of the response document, but the intended correct wording is not similarly evident.

#### PROPOSAL EVALUATION

All proposals will be evaluated by a selection committee composed of CVRPC staff, and representatives from the Town, School and Selectboard. Proposals will be ranked according to the following criterion:

1. Scope of Work Format and Contents (10%):
  - a. Is the proposal written in concise language understandable to a non-technical audience?
  - b. Is the proposal complete, well organized, responsive to the project requirements, and easily navigable?
  - c. Does the proposal show understanding of the process necessary

to complete project tasks including stakeholder involvement and construction oversight?

2. Qualifications and Responsiveness (60%):
  - a. Do the personnel to be assigned to this project have the necessary qualifications to conduct this work?
  - b. Do the personnel to be assigned to this project have experience in support and maintenance for similar systems and organizations?
  - c. Does the firm have a proven record of successful completion of similar work within time and budget constraints?
  - d. Are communication skills responsive to the audience that will be served?
  - e. If multiple staff will be used to serve this contract, do the assigned staff members demonstrate success working with each other as a team?
  - f. Is the contractor's availability and accessibility adequate for CVRPC's needs?
3. Cost Proposal (10%):
  - a. Is the cost proposal thorough and clearly linked to the proposed Scope of Services?
  - b. Are rates and costs reflective of an efficient level of effort necessary to complete the task, compensation reflective of level of expertise, materials appropriate to the task and expectations of quality, and overall reasonable costs as accepted in the industry?
4. References (20%):
  - a. What types of services did the contractor provide to the reference?
  - b. How satisfied was the reference with contractor interactions?
  - c. How satisfied was the reference with the contractor's technical expertise, ability to meet deadlines and budgets, reporting, public outreach, and overall value and quality of work?
  - d. Did the contractor demonstrate value-added expertise? If so, how?
  - e. Was the reference satisfied with how the contractor dealt with problems that arose? Example(s) of problems and their solutions.
  - f. Did the reference experience any challenges with the contractor?

- g. How does this contractor compare with others the reference has worked with?
- h. Would the reference recommend the contractor for providing the described Scope of Services and desired qualifications?

DISCLAIMER

CVRPC assumes neither responsibility nor liability for costs incurred relevant to the preparation and submission of the proposal or any other costs prior to issuance of a contract. The expense of preparing, submitting, and presenting a proposal is the sole responsibility of the applicant.

CVRPC reserves the right to examine all aspects of responses submitted, tangible and intangible. CVRPC reserves the right to seek clarification of any statement submitted, conduct interviews with contractors, and to select a contractor that is best able to provide the requested services and promote the public interest. CVRPC reserves the right to withdraw this RFP, and/or to advertise for new submissions at any time if it is in the best interest of CVRPC to do so. A contract will be awarded as deemed to be in the best interest of CVRPC.

CVRPC retains the right to reject any and all proposals received, to interview or not interview any or all firms responding to this RFP prior to selection, to negotiate with any qualified source, or to cancel in part or in its entirety this RFP if it determines such action to be in the best interest of CVRPC or that of eligible parties. Reasons for cancellation or rejection will be provided to all registered vendors in writing. This solicitation in no way obligates CVRPC to award a contract.

If any proposer is aggrieved by the proposed award of the contract, they may appeal in writing, via U.S. Mail or Delivery Service or via email to CVRPC at:

Central Vermont Regional Planning Commission  
Attn: Brian Voigt, Senior Planner  
29 Main Street, Suite 4  
Montpelier, Vermont 05602  
E-mail: [voigt@cvregion.com](mailto:voigt@cvregion.com)

The appeal must be postmarked or sent within fourteen (14) calendar days following the date of the written notice to award the contract.

## **STANDARDS AND DELIVERABLES**

- 1) All reports are to:
  - a. be presented for ease of readability by the average citizen;
  - b. include photographs, charts, graphs, maps, and other graphics as appropriate;
  - c. include executive summaries or abstracts suitable for broad distribution;
  - d. include a glossary of technical terms; and
  - e. include a reference list for all sources of data and information.
- 2) Reports must be provided in digital form (Microsoft Word for report text and Portable Document Format (PDF) for full report). Presentations must be provided in digital form (Microsoft PowerPoint). Images (photographs, charts, graphs, maps, and other graphics) must be provided as individual files for use by CVRPC. Spatial data developed with project money must be provided in digital form (as ESRI shapefiles (vector data) and GeoTiff (raster data)).
- 3) Printed reports must be provided double-sided. The use of recycled paper is strongly encouraged.
- 4) Advance copies of all reports and documents, including drafts, should be provided to CVRPC *at least one week prior* to any scheduled review or discussion.
- 5) All data, databases, reports, programs and materials, in digital and hard copy formats, created under this contract must become the property of CVRPC.

## **CONTRACTING PROVISIONS**

### CONTRACT COMPLETION

Performance under the scope of work must be completed by the dates indicated in the Project Schedule section of this RFP.

### PAYMENT

The amount and timing of payments will be determined during contract negotiations. Requests for payments must be made directly to CVRPC, and payments made must equal 100% of the requested amount for eligible services. CVRPC anticipates making payments within 30 days of invoicing.

### OWNERSHIP OF MATERIAL

All rights, titles to and ownership of the data, material, and documentation resulting from this contract and/or prepared for CVRPC pursuant to a contract between CVRPC and the Selected Contractor must remain with CVRPC.

### COMPLIANCE WITH STATE AND FEDERAL LAWS

The Selected Consultant and Selected Contractor must comply with any and all applicable laws, statutes, ordinances, rules, regulations, and/or requirements of federal, state, and local governments and agencies thereof, which relate to or in any manner affect the performance of this agreement. CVRPC receives funding from numerous state and federal agencies. Those requirements imposed upon CVRPC as a recipient or sub-recipient of state and federal funds are thereby passed along to the Selected Consultant and Selected Contractor and any sub-contractors. Those rights reserved by the state or federal government are likewise reserved by CVRPC.

Pursuant to State of Vermont Laws, anyone in any matter relative to the procurement of services who intentionally makes a material statement that is false, omits or conceals a material fact in a written statement, submits or invites reliance on a material writing that is false, submits or invites reliance on a sample or other object that is misleading, or uses any trick, scheme or device that is misleading in a material respect will be subject to sanction pursuant to the laws of the State of Vermont.

### STANDARD STATE PROVISIONS FOR SUBCONTRACTS & SUBGRANTS

#### **1. Fair Employment Practices and Americans with Disabilities Act:**

CONSULTANT agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. CONSULTANT shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the CONSULTANT under this Agreement.

**2. False Claims Act:** The CONSULTANT acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq. If the CONSULTANT violates the Vermont False Claims Act it shall be liable to the

State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The CONSULTANT's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit CONSULTANT's liability.

**3. Whistleblower Protections:** The CONSULTANT shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the CONSULTANT shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the CONSULTANT or its agents prior to reporting to any governmental entity and/or the public.

**4. Taxes Due to the State:**

1. CONSULTANT understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
2. CONSULTANT certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the CONSULTANT is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
3. CONSULTANT understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the CONSULTANT is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
4. CONSULTANT also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the CONSULTANT has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the CONSULTANT has no further legal recourse to contest the amounts due.

**5. Child Support:** (Only applicable if the CONSULTANT is a natural person, not a corporation or partnership.) CONSULTANT states that, as of the date this Agreement is signed, he/she:

1. is not under any obligation to pay child support; or
2. is under such an obligation and is in good standing with respect to that obligation; or,
3. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

CONSULTANT makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the CONSULTANT is a resident of Vermont, CONSULTANT makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**6. No Gifts or Gratuities:** CONSULTANT shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**7. Certification Regarding Debarment:** CONSULTANT certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither CONSULTANT nor CONSULTANT's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

CONSULTANT further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, CONSULTANT is not presently debarred, suspended, nor named on the State's debarment list at:  
<http://bgs.vermont.gov/purchasing/debarment>.

**8. Certification Regarding Use of State Funds:** If CONSULTANT is an employer and this Agreement is a State-funded Grant in excess of \$1,001, CONSULTANT certifies that none of these State funds will be used to interfere with or restrain the exercise of CONSULTANT's employee's rights with respect to unionization.

**9. State Facilities:** If the State makes space available to the CONSULTANT in any State facility during the term of this Agreement for purposes of the CONSULTANT's performance under this Agreement, the CONSULTANT shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to CONSULTANT on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**10. Location of State Data:** No State data received, obtained, or generated by the CONSULTANT in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

**11. Subconsultants:** CONSULTANT shall not assign or subcontract the performance of this agreement or any portion thereof to any other consultant without the prior written approval of the State. CONSULTANT also agrees to include in all subcontract agreements a tax certification in accordance with Section 4 above.