



must consider the existing uses of adjacent parcels and the possibility of an educational pollinator garden.

## **SCOPE OF WORK**

The LCPC is assisting the Vermont Studio Center in retaining the services of a qualified consulting team with experience in environmental and/or civil engineering to complete the scope of work outlined below. All materials and documents, whether preliminary or final, provided in the Scope of Work shall become the property of the Vermont Studio Center. ***\$30,055 is available to complete the Scope of Work.***

### **The Consultant shall complete the following Scope of Work:**

- 1. Preliminary Design (30%) Plans:** The Consultant will develop preliminary engineering plans and a cost estimate for the Vermont Studio Center Floodplain Restoration Project located on a .5-acre parcel near the Pearl Street bridge in Johnson, Vermont. Initial site visit notes, a project location map, and site photos have been attached for use in the development of proposals. Preliminary design planning will include multiple meetings with project partners including a project kickoff meeting/site visit, check-in meeting to review proposed 10% design plans, and a 30% design plans review meeting. The hired consultant should plan for at least one check-in meeting with the LCPC and VSC to review proposed design plans at the 10% design phase. See attached milestones from the Lamoille Clean Water Service Provider Grant agreement for details regarding required deliverables for preliminary design engineering. Meghan Rodier, Regional Planner, will provide project partners coordination and act as a liaison between project partners and the hired engineer. LCPC will manage the Grant and submit progress reports and deliverables to the grant funder (NRPC). Preliminary design plans of the Vermont Studio Center Floodplain Restoration Project should include the following:
  - Estimated phosphorous reduction of the proposed project
  - As applicable, note the change in the floodplain elevation
  - Include an analysis of possible flood mitigation alternatives for floodplain restoration at the VSC site.
  - Include the option of a pollinator habitat garden in the restoration design and ensure the proposed design will be compatible with the existing pollinator habitat garden and pathways on the VSC property.
  
- 2. Preliminary Cost Estimate:** At the 10% design level the hired consultant will present design alternatives to project partners for consideration. The consultant will provide the LCPC and Vermont Studio Center with a preliminary cost estimate for the preferred alternatives to be completed as proposed in the 30% design plans. The cost estimate should include a contingency for construction.

3. **Permitting Documentation:** The consultant will assist the LCPC and Vermont Studio Center in identifying required permits for the construction phase. The consultant will draft a potential permitting needs memo attached with the 30% design plans. This can be included in the Preliminary Design Report described below. The consultant will adjust design plans based on input from permitting agencies. If the Vermont Division for Historic Preservation determines an archeological resources assessment is required, the LCPC has budgeted \$2,500 in the awarded Clean Water Service Provider Grant for an ARA as part of this preliminary design phase. The LCPC will contract this assessment out separately to a qualified archeological consulting team.
4. **Preliminary Design Report:** The engineering consultant will be responsible for providing a Preliminary Design Report. This will include synthesis of prior completed project deliverables including the alternatives analysis, floodplain elevation changes, flood resiliency/ water quality benefits, 30% design plans, a preliminary cost estimate, and potential permitting needs.

## Proposals

Consultants must follow the instructions contained in this RFP in preparing and submitting their Proposals. ***Failure to follow instructions may automatically lead to the proposal not being reviewed.*** All Proposals submitted shall include the following information:

### Technical Proposal:

- 1) Identification of the primary contact person at the firm regarding the proposal.
- 2) List of people expected to work on the contract, their qualifications, and role in the contract (resumes are acceptable). Subcontractors should be included in this list and identified as such.
- 3) Project Management services may not be subcontracted. The LCPC as the grant holder must preapprove use of any staff not identified in this proposal.
- 4) Up to three examples of similar projects with client contact information, including email addresses, and phone numbers.
- 5) List of resources, personnel, data, or other assistance that the Consultant expects or requires from the LCPC and Vermont Studio Center in order to complete each task.
- 6) Consultant's proposed approach to the Scope of Work, including ability to complete the Scope within the available budget and schedule to accomplish tasks and milestones. *Consultant may propose alternatives to the Scope of Work outlined above.* However, if the Consultant desires to propose alternatives to the Scope of Work, it must include an explanation of the proposed variance.
- 7) List of any actions taken by any regulatory agency or litigation involving the firm or its agents or employees with respect to work performed.

### Cost Proposal

- 1) Billing rates in dollars per hour for all staff listed in the technical proposal.
- 2) Price list and billing rates for any subcontractors.

## **Certifications and Proof of Insurance**

- 1) Proof of insurance coverage for the minimums outlined in “Contracting Provisions” on page 5 of this RFP.
- 2) Signed Certificates of Non-Collusion, Debarment, and Tax Compliance, and Declaration of MBE/WBE participation (see attachments).

## **SUBMISSION REQUIREMENTS**

An electronic version in PDF format of the Proposal shall be submitted by **October 18, 2024, at 4:30pm** via email to [meghan@lcpcvt.org](mailto:meghan@lcpcvt.org) . *Proposals received after this deadline will not be considered. Hard copy submissions are not required and will not be accepted.*

All questions pertaining to the RFP should be submitted to Meghan Rodier, Lamoille County Planning Commission, by e-mail ([meghan@lcpcvt.org](mailto:meghan@lcpcvt.org)), no later than October 10, 2024, at 4:30pm. Responses to all questions will be posted at [www.lcpcvt.org](http://www.lcpcvt.org) by October 15, 2024.

Upon submission, all proposals become the property of LCPC and Vermont Studio Center. The expense of preparing, submitting, and presenting a proposal is the sole responsibility of the responding consultant. *The LCPC 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 is in the best interest of the LCPC and the Vermont Studio Center. This solicitation in no way obligates the LCPC as the grant holder to award a contract.*

## **PROPOSAL EVALUATION**

Evaluation of the Proposals will consider the following weighted criteria:

- 1) Qualifications and experience of staff expected to work on the contract; (20%)
- 2) Adequate resources and staffing to do the work, including hours dedicated to completing the scope of work (20%)
- 3) Experience with floodplain restoration and/or similar projects; (20%)
- 4) Knowledge of the area (i.e. Lamoille County/Northern Vermont); (20%)
- 5) Competitiveness of rates in cost proposal. (20%)

***Failure to include any of the information specified in this RFP may automatically lead to the proposal not being reviewed.*** Attachments other than requested above will not be considered as part of the evaluation process.

## **REVIEW AND PRESENTATION**

A Selection Committee will review the submittals. Depending on the number of proposals received, the LCPC and the Vermont Studio Center may elect to interview all the responding Consultants or develop a preferred list to be interviewed. Responding Consultants selected for an interview will be required to make a formal presentation of their qualifications and their approach

to the work. The LCPC as the grant holder reserves the right to select a consultant without conducting interviews.

## **AWARD OF CONTRACT AND CONTRACT NEGOTIATION**

The Project Scope and Time Schedule included in the selected proposal will be included in the contract documents. This scope and schedule shall be consistent with the requirements of this RFP and is subject to approval by the LCPC.

The information in the proposal and available project budget for the Consultant selected for contract award will form the basis for negotiation of a contract. The LCPC reserves the right to issue a contract without further negotiation using the information contained in the RFP.

The LCPC reserves the right to cease contract negotiations if it is determined that the selected Consultant cannot perform services specified in their response.

## **CONTRACTING PROVISIONS**

This will be a "firm fixed-price" contract to cover the performance of all-eligible services, expenses, and materials. Payment will be made at the conclusion of the work and acceptance of final deliverables.

This work is being funded through the LCPC's agreement with the Lamoille Basin Clean Water Service Provider (NRPC).

All consultants, and any sub-consultants, must comply with 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. All consultants, and any sub-consultants, must comply with the Standard State Provisions for Contracts and Grants. Standard State contracting language for sub-contractors is included in attachment I.

All consultants, and any sub-consultants, must comply with all pertinent federal, state, and local laws, must carry adequate insurance coverage (not less than \$1,000,000-per occurrence; \$1,000,000 - General Aggregate; \$2,000,000 - Products/Completed Operations Aggregate; and \$50,000 - Fire Legal Liability; and \$1,000,000 Automotive, including hired and non-owned coverage, combined single limit) and must affirm being an equal opportunity employer with an affirmative action plan. It is further stated that it is the policy of the State of Vermont that Disadvantaged Business Enterprises (DBE) have the opportunity to participate to the maximum extent feasible in procurement and contracting. The State of Vermont has set a goal of achieving at least ten percent (10%) participation by DBE firms in the dollar value of contracts awarded. Consultant(s) shall further certify that it will comply with the provisions of the Americans with Disabilities Act.

The LCPC, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded 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.

**The Lamoille County Planning Commission is an Equal Opportunity Employer.**

**ATTACHMENTS:**

- A. Project Area Map
- B. Site Visit Notes/ Photos
- C. Milestones/Deliverables Table from Lamoille CWSP Grant Agreement
- D. Certificate Of Non-Collusion and Debarment
- E. Certificate of Tax Compliance
- F. MBE/WBE Participation
- G. Standard State Subcontracting Language

**ATTACHMENT A:  
PROJECT AREA MAP**

**ATTACHMENT B:  
SITE VISIT NOTES AND PHOTOS**



**ATTACHMENT C:  
MILESTONES/DELIVERABLES TABLE FROM CWSP GRANT AGREEMENT**

**ATTACHMENT D:  
CERTIFICATE OF NON-COLLUSION AND DEBARMENT**

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

I further depose and certify under the penalties of perjury under the laws of the State of Vermont and the United States that except as noted below said individual, partnership or corporation or any person associated therewith in any capacity is not currently, and has not been within the past three (3) years, suspended, debarred, voluntarily excluded or determined ineligible by any Federal or State Agency; does not have a proposed suspension, debarment, voluntary exclusion or ineligibility determination pending; and has not been indicted, convicted, or had a civil judgement rendered against (it, him, her, them) by a court having jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

\_\_\_\_\_  
Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Person Signing Proposal

\_\_\_\_\_  
Name of Business

**ATTACHMENT E**  
**CERTIFICATE OF TAX COMPLIANCE**

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all tax returns and paid all state taxes required under law.

Signature of Individual* or Printed Corporate Name	/                    / Date
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Corporate Officer Signature*	Federal ID Number
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Printed Name of Person Signing Proposal

\*Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

**ATTACHMENT F**  
**MBE/WBE PARTICIPATION**

It is the policy of the State of Vermont that Disadvantaged Business Enterprises (DBE) have the opportunity to participate to the maximum extent feasible in procurement and contracting. The State of Vermont has set a goal of achieving at least ten percent (10%) participation by DBE firms in the dollar value of contracts awarded.

Please indicate whether you or a specified subcontractor are an MBE or WBE by checking one of the following:

Yes, I am a certified MBE or WBE

Yes, a subcontractor is a certified MBE or WBE.

The subcontract's name is \_\_\_\_\_

No, I am not an MBE or WBE.

Company Name: \_\_\_\_\_  
(Print your company name here)

By: \_\_\_\_\_  
(Name of person certifying MBE/WBE status)

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

## ATTACHMENT G

### STANDRAD STATE SUBCONTRACTING LANGUAGE

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 D above.

## Other Grant Provisions for Clean Water Initiative Program Grants & Contracts (9-7-2021)

1. **Press Release:** Grantees are required to issue a press release to local or area news publications informing readership of the receipt of their State of Vermont, Agency of Natural Resources, Department of Environmental Conservation, Clean Water Initiative Program (CWIP) funded grant along with details on the grant's purpose, actions, and results. Grantees will submit a copy of the press release and a list of the entities to whom the press release was sent to the TPM as a deliverable.
2. **CWIP Funding Policy:** Grantees are expected to have reviewed the details and all requirements listed in the current state fiscal year DEC CWIP State Fiscal Year Funding Policy and to abide by each policy as it relates to their agreements. The current funding policy can be found on the Clean Water Grants webpage: <https://dec.vermont.gov/water-investment/cwi/grants>.
3. **Environmental Justice, Diversity, Equity, and Inclusion:** Grantees will manage their grants in a manner that advances environmental justice, diversity, equity, and inclusion. Grantee will include a brief narrative on how each agreement advanced regional environmental justice, equity, diversity and inclusion in the Final Performance Report (see below).
4. **Block Grant Rounds:** Block grantees shall conduct communications and outreach to publicize their competitive grant round funding opportunities. This includes posting grant round information on the block grantee's website and broadly distributing announcement of funding opportunities. The grantee must also coordinate with CWIP to announce grant rounds via CWIP's Grants Notification List.
5. **Standard Milestones, Deliverables, and Performance Measures:** Standard milestones and deliverables are intended to: (1) standardize expectations for grant/contract recipients; (2) streamline the grant/contract agreement development process; (3) ensure projects progress as intended and achieve the desired outputs and outcomes; and (4) ensure project outputs and outcomes are captured and grant/contract recipients' efforts are acknowledged in the *Vermont Clean Water Initiative Annual Performance Report* and other communications supporting Vermont's clean water efforts. Standard milestones and deliverables are subject to change over time and the most up to date milestones, deliverables, and performance measures can be found on the Clean Water Grants webpage associated with the CWIP Funding Policy: <https://dec.vermont.gov/water-investment/cwi/grants>.
  - a. Standard milestones and deliverables must be followed for individual projects completed under a multi-project agreement (e.g., block grants). Block grantees should obtain the most up to date milestones, deliverables, and performance measures on the Clean Water Grants webpage before each sub-grant round to ensure sub-grantees are adhering to the most recent requirements.
6. **Final Performance Report:** A Final Performance Report is required for all CWIP agreements and contracts. Final Performance Reports allow CWIP to collect the data needed



to report on progress towards achieving Vermont's water quality goals. The data submitted in these forms are uploaded to the Watersheds Projects Database and reported in the *Vermont Clean Water Initiative Annual Performance Report*, which is statutorily required to meet accountability and reporting requirements set forth by the Vermont State Legislature and US EPA. The Final Performance Report templates for block grants and non-block grants are subject to change over time and the most up to date templates are available on the Grant Applicant and Recipient Resources webpage: <https://dec.vermont.gov/water-investment/cwi/grants/resources#Final>

7. **Stormwater BMP Report:** This form is required for all projects that completed the final design or implementation of a structural stormwater treatment practice. The data collected in this form allows CWIP to estimate the phosphorus reductions from stormwater practices, which allows the state to monitor progress towards meeting water quality goals. Grantees must complete a separate report for each BMP completed within the scope of the project and submit them along with the Final Performance Report. Cost data must also be provided for each BMP within the agreement. The Stormwater BMP Report template is subject to change over time and the most up to date template is available on the Grant Applicant and Recipient Resources webpage: <https://dec.vermont.gov/water-investment/cwi/grants/resources#Final>.
8. **Riparian Buffer BMP Report:** This form is required for all projects that completed a riparian buffer planting. The data collected in this form allows CWIP to estimate the phosphorus reductions from buffers, which allows the state to monitor progress towards meeting water quality goals. Grantees must complete a separate report for each planting completed within the scope of the project and submit them along with the Final Performance Report. Cost data must also be provided for each planting within the agreement. The Riparian Buffer BMP Report template is subject to change over time and the most up to date template is available on the Grant Applicant and Recipient Resources webpage: <https://dec.vermont.gov/water-investment/cwi/grants/resources#Final>.
9. **Final Match Documentation (Form 430-M):** The Form 430-M is required for all projects with required match. All match must be documented in the Form 430-M and submitted at the end of the project with the final invoice. The Form 430-M is subject to change over time and the most up to date template is available on the Grant Applicant and Recipient Resources webpage: <https://dec.vermont.gov/water-investment/cwi/grants/resources#Final>
10. **Operation & Maintenance (O&M) Plan Agreement.** The O&M Plan Agreement is required for all implementation projects to ensure that the projects and/or practices supported by CWIP continue to function properly throughout their useful lives and contribute to improving water quality conditions of Vermont's waterways. The O&M template is subject to change over time and the most up to date template is available on the Grant Applicant and Recipient Resources webpage: <https://dec.vermont.gov/water-investment/cwi/grants/resources#Final>
11. **Batch Import File (BIF):** The BIF is required for all scoping, identification, and assessment grants involving project identification and prioritization, as stated in the grant's milestone

and deliverables table. This template provides the minimum amount of information needed to enter projects into the Watershed Projects Database (WPD). The Batch Import File template is subject to change over time and the most up to date template is available on the Grant Applicant and Recipient Resources webpage: <https://dec.vermont.gov/water-investment/cwi/grants/resources#Final>

12. **Outreach Reporting:** The Clean Water Outreach Efforts Online Form is required for all grants involving outreach activities (workshops, trainings, and public/stakeholder meetings), as stated in the grant’s milestone and deliverables table. The form must be submitted online within one week of each event taking place. This online form and reporting instructions are available at: <https://dec.vermont.gov/water-investment/cwi/grants/resources#Final>
13. **Design Terminology and Guidance Document:** If your project is a design project, please use the Design Terminology and Guidance Document as a reference for definitions of design completion levels and expected deliverables. The Design Terminology and Guidance Document is subject to change over time and the most up to date document is available on the Grant Applicant and Recipient Resources webpage: <https://dec.vermont.gov/water-investment/cwi/grants/resources#Final>
14. **Clean Water Project Sign Reporting:** The State of Vermont Legislature directed Vermont state agencies to post signs that identify clean water projects funded by the State of Vermont (Act 84 of 2017, Section 35a). Grantees are required to post and take a photo of the Clean Water Project sign in front of their project during construction, if stated in the grant agreement’s milestone and deliverables table. Instructions and guidelines for posting clean water signs are subject to change over time and the most up to date instructions are available on the Grant Applicant and Recipient Resources webpage: <https://dec.vermont.gov/water-investment/cwi/grants/resources#Final>