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## **REQUEST FOR PROPOSALS (RFP)**

# **DEVELOPMENT OF A STORMWATER MASTERPLAN FOR THE TOWN AND VILLAGE OF LUDLOW, VERMONT**

RFP Issued ..... April 29, 2020  
Deadline to submit questions ..... May 15, 2020 by 5:00 PM  
Deadline for submissions ..... June 3, 2020 by 5:00 PM

**Prepared by:**

**Southern Windsor County Regional Planning Commission  
Post Office Box 320  
38 Ascutney Park Road  
Ascutney, Vermont 05030**

The Southern Windsor County Regional Planning Commission (hereinafter “SWCRPC”) and the Town of Ludlow (hereinafter “the Town”) invite qualified firms to submit proposals for the development of a Stormwater Master Plan for Ludlow, Vermont.

Three (3) sealed Technical Proposals and three (3) separately sealed Cost Proposals, as well as one (1) electronic copy (such as on a thumb drive or compact disk) of each must be mailed to:

Southern Windsor County Regional Planning Commission  
Attn: Chris Yurek  
Post Office Box 320  
38 Ascutney Park Road  
Ascutney, Vermont 05030-0320

Proposals must be received by no later than the response deadline of Wednesday, June 3, 2020 by 5:00 PM Eastern Standard Time (EST). Late proposals will not be considered.

## **I. BACKGROUND**

The main stem of the Black River and many of its tributaries flow directly through the state-designated Village Center of Ludlow. The Town seeks to develop a stormwater masterplan to help better manage stormwater runoff from impervious surfaces to reduce sediment/nutrient pollution in the Black River and to reduce peak flood elevations in and around the Village Center. In addition, the drainage networks of gravel roads around Lake Rescue are actively eroding. This is causing major sedimentation in the lake. The Town seeks low-cost solutions to address the erosion to mitigate ongoing sediment pollution.

The primary purpose of the Plan should be to: (1) Plan for incorporation of stormwater treatment and/or stabilization at outfalls of existing closed stormwater conveyance systems, (2) Plan for incorporation of green stormwater infrastructure (GSI) within the designated Village Center, and (3) Plan for effective management of stormwater in areas where it is presently insufficiently managed.

## **II. ANTICIPATED SCOPE OF WORK & DELIVERABLES**

This project will involve the development of a stormwater masterplan (SWMP) for the designated Village Center of Ludlow, Vermont as well as some targeted areas adjacent to the Village Center area. The Plan may seek opportunity for low impact development (LID) retrofits. The Plan should also include a generalized community-build out analysis with a focus on identifying new (and retrofit) Green Stormwater Infrastructure (GSI) projects. The Plan may also explore opportunities to achieve compliance under the Municipal Roads General Permit (MRGP), particularly for road segments associated with closed stormwater conveyance systems (i.e. stabilization of eroded outfalls associated with large, hydrologically connected closed stormwater systems). Additionally, the Plan should include recommendations to better position the Town for compliance under the anticipated Developed Lands (3-acre) General Permit.

The Plan shall be developed as per Vermont Agency of Natural Resources (VT ANR) Department of Environmental Conservation (DEC) protocols outlined in the *Vermont Stormwater Master Planning Guidelines, revised December 12, 2019*. That guidance is available [here](#). More specifically, the SWMP shall be developed utilizing Template 2A noted in the *Vermont Stormwater Master Planning Guidelines*.

The Selected Consultant should use pre-existing data to inform the development of the Plan. Particularly the following reports:

1. 2016 Vermont DEC Ludlow Stormwater Infrastructure Maps. Available [here](#). This information is also available as a layer on the [ANR Atlas](#).
2. 2018 VT DEC Basin 10 Tactical Basin Plan. Available [here](#).
3. 2019 Basin 10 Illicit Discharge Detection and Elimination (IDDE) Study. Available [here](#).

The proposed Stormwater Master Plan will utilize the Vermont SWMP Guidelines and template noted above in order to:

- A) Summarize the relevant data from the previous studies noted above.
- B) Conduct field visits in the Town of Ludlow, particularly the state-designated Village Center and adjacent areas, including in-person meeting(s) with Town of Ludlow staff to identify known problem areas associated with stormwater runoff.
- C) Develop a list of at least 25 potential projects with focus areas to include first, areas of preexisting development; and second, areas of anticipated development. The list shall be populated with project characteristics consistent with Vermont DEC’s Watershed Projects Database (WPD), available [here](#).
- D) Develop 30% preliminary design plans and cost estimates for twelve (12) of the highest priority projects.

A comprehensive list of the project milestones and required deliverables is provided below. Proposals offering a timelier schedule may be evaluated more favorably.

MILESTONE		DELIVERABLE	DUE DATE
1	Data acquisition & review complete	Locator map(s); documentation of data gaps; data library	July 11, 2020
2	Existing condition water quality improvement needs and objectives identified	Documentation of problem areas with locator maps and site photographs	August 27, 2020
3	Project prioritization completed	Prioritized project list	September 28, 2020
4	Meeting(s) with stakeholders held	Summary of meeting(s)	October 19, 2020
5	Restoration plans developed for a subset of prioritized projects	12 restoration plans for prioritized projects including preliminary (30%) engineering designs and cost estimates	March 17, 2021
6	Stormwater Master Plan completed	Stormwater Master Plan (includes synthesis of prior completed project deliverables); locator maps of projects identified	May 3, 2021

All electronic files, supporting data, GIS layers and documents generated by the retained consultant in the performance of this contract shall become the property of the SWCRPC and the State of Vermont. The Selected Consultant may retain copies of all files and documents.

### III. REQUIRED PROPOSAL CONTENT

Firms responding to this RFP shall provide a completed Scope of Services as needed to complete the Scope of Work described herein. The proposal shall contain the following sections:

- A. TECHNICAL PROPOSAL: Technical Proposals should contain the following:
1. Cover letter
  2. Qualifications: Describe the Firm’s related experience in conducting stormwater master plans in accordance with VT ANR protocols. A statement demonstrating familiarity and experience with similar planning projects will be of particular interest.
  3. Scope of Work: A Scope of Work for the project detailing the consultant’s proposed approach to addressing the tasks detailed in the RFP, as well as any recommended adjustments to the Scope of Work and/or individual tasks.
  4. Proposed Schedule: The schedule should include completion date of each deliverable as well as any key meetings. This project shall be substantially complete by no later than May 3, 2021.
  5. Management Structure: Discuss project management structure and relate the job categories listed in the Cost Proposal to the project tasks and deliverables.
  6. References: Please provide a minimum of two (2) references for clients provided with similar services, including name, telephone number, and email address of the contact person.
  7. Resumes of key staff
- B. COST PROPOSAL: Cost information shall be included with the Proposal. The following information, listing the prime consultant and each sub-consultant separately, shall be submitted (NOTE: The maximum payment to the Selected Consultant is not to exceed \$33,000):
1. A schedule of staff to be assigned to the project, their hourly rates, and estimated hours per person by task.
  2. Overhead rates, travel, fees, mileage reimbursement, etc.
  3. Overall project cost.
- C. PROOF OF INSURANCE: Proposals should include proof of general liability and property damage insurance, having all major divisions of coverage including:
- Premises – Operations
    - Independent Contractor’s Protective
    - Products and Completed Operations
    - Personal Injury Liability
    - Contractual Liability
- The policy shall be on an occurrence form and limits shall not be less than:
- \$1,000,000 per Occurrence
  - \$1,000,000 General Aggregate
  - \$1,000,000 Products/Completed Product Aggregate

#### IV. BUDGET

Funding for this project is provided by a grant through the Vermont Agency of Natural Resources (VT ANR) Department of Environmental Conservation (DEC) Ecosystem Restoration Program (ERP) Grant Number 2019-CWF-S-3-17. The budget for stormwater master planning services shall not exceed **\$33,000.**

**V. REVIEW OF WRITTEN PROPOSALS**

All proposals will be evaluated using the criteria listed below by a selection committee comprised of staff of the SWCRPC, the Town of Ludlow, and the Vermont Department of Environmental Conservation. Proposals will be ranked based upon the following criteria:

- Relevant qualifications of the firm and the personnel to be assigned to the project (30 pts)
- Demonstrated understanding of and experience in stormwater master planning and demonstrated understanding of the project deliverables (40 pts)
- Clarity of the proposal and creativity/thoughtfulness in addressing the scope of work (10 pts)
- The relative value and number of hours that the consultant will put into the project based upon the information contained in the Cost Proposal section of the submission (20 pts)

The SWCRPC reserves the right to seek clarification of any proposal submitted and to select the proposal considered to best promote the public interest. All proposals become the property of the SWCRPC upon submission. The cost of preparing and submitting a proposal is the sole expense of the consultant. The SWCRPC reserves the right to accept or reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel the RFP in part or in its entirety if it is in the best interest of the SWCRPC. This solicitation of proposals in no way obligates the SWCRPC 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 the SWCRPC at:

Southern Windsor County Regional Planning Commission  
Attn: Chris Yurek  
Post Office Box 320  
38 Ascutney Park Road  
Ascutney, Vermont 05030-0320  
E-mail: [cyurek@swcrpc.org](mailto:cyurek@swcrpc.org)

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

Proposals must be received by no later than the response deadline of Wednesday, June 3, 2020 by 5:00 PM EST. Late proposals will not be considered. If you have any questions pertaining to the RFP or desire additional information, please contact Chris Yurek at [cyurek@swcrpc.org](mailto:cyurek@swcrpc.org) by no later than Friday, May 15, 2020 by 5:00 PM EST.

RFP TIMELINE	
STEP	DATE
1. RFP Issued	April 29, 2020
2. Questions regarding RFP due to SWCRPC	May 15, 2020 by 5:00 PM
3. SWCRPC responds to questions	May 18, 2020
4. Proposals due to SWCRPC	June 3, 2020 by 5:00 PM

## VI. CUSTOMARY STATE GRANT PROVISIONS

Please note that the Contract will be subject to the following State flow-down provisions:

- A. 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.
- B. 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.
- C. 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.
- D. 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.

- E. 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.

- F. 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.
- G. 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>

- H. 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.
- I. 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.
- J. 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.

- K. 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.



