

**Jones and Lamson Partial CAP  
Clerk of the Works  
RFP**

**Release Date: September 29, 2021  
Proposals Due: October 11, 2021**

**Contact for Proposals:** Tom Kennedy, Executive Director

**Introduction and Purpose**

The Mount Ascutney Regional Commission (MARC) is seeking proposals from a qualified entity to provide construction oversight for the implementation of a Partial Corrective Action Plan at the Jones and Lamson site in Springfield, Vermont. This implementation project will require oversight of all related construction activities including, but not limited to, asbestos abatement, building demolition and disposal of contaminated materials. In addition, the Clerk of the Works will provide minutes of the construction meetings, provide, when applicable, periodic reporting to the Vermont Department of Environmental Conservation and the Mount Ascutney Regional Commission, and review and approve construction related invoices.

**Scope of Work**

MARC seeks proposals for the following:

**Construction Oversight** activities for the implementation of the Partial Corrective Action Plan (CAP), dated November 5, 2018 and approved by VTDEC on March 29, 2019 for the Jones and Lamson site (SMS# 77-0122) in Springfield, Vermont. Construction activities include, but are not limited to: asbestos abatement, building demolition and disposal of contaminated materials. The Partial CAP can be found here:

[https://anrweb.vt.gov/PubDocs/DEC/Hazsites/770122.15-049\\_J&LDRAFT.Interim.CAP.121418.pdf](https://anrweb.vt.gov/PubDocs/DEC/Hazsites/770122.15-049_J&LDRAFT.Interim.CAP.121418.pdf).

Oversight activities are outlined in the Deliverables Table below and must include completion of Time & Materials and Total Estimated Cost columns.

## **Funding and Method of Payment**

Funding for the RFP is made available from the State of Vermont's Environmental Contingency Fund and will be administered through MARC. Reimbursement is on based actual costs for time and materials. Final payment will be made after satisfactory completion of each deliverable as outlined in an agreement between the MARC and the selected entity.

## **Project Timeline**

All work is scheduled to be completed by August 31, 2022; however, the schedule may be extended due to extenuating circumstances such as weather, changes in site conditions, etc. Specific deliverable deadlines are indicated in the sample deliverables table below.

## **Deadlines and Content of Proposals**

**Questions:** All questions are required to be submitted electronically via email to Tom Kennedy, at [tkennedy@marcvt.org](mailto:tkennedy@marcvt.org) by **October 4, 2021**, at 12pm (noon) EST using the subject line *Jones and Lamson RFP Questions*.

**Submittal:** All proposals must be submitted electronically via email to Tom Kennedy at [tkennedy@marcvt.gov](mailto:tkennedy@marcvt.gov) by **October 11, 2021, 4:00 pm EST** using the subject line *Jones and Lamson Oversight RFP Proposal*.

**Notification:** Applicant interviews to follow with Proposal selection by MARC anticipated to be notified no later than **October 14, 2021**.

### **All proposals must include the following information:**

- Proposals must clearly address each of the selection criteria identified in this RFP below.
- A detailed scope of work describing how the deliverables will be met.
- A statement identifying individuals who were involved in the preparation of the proposal as well as a single point of contact.
- A detailed description of the contractor/organization's experience with managing brownfields and/or construction oversight and ability to perform work in Springfield, Vermont. This can include resumes, reports, and descriptions of expertise.
- A cost breakdown sheet in response to the scope of work (See Deliverables Table):
  - Itemized breakdown of labor rates

- estimated hours, material, subcontractor costs (if applicable) per item;
  - cumulative total
- A complete and detailed deliverables table to include, at a minimum, the Work Scope Activity itemized. An example of a deliverables table is included below.

**Example of a Deliverables table that must be included in the proposal**

Work Scope Activity	Deliverable	Hourly Rate, Mileage, Other Costs	Proposed Cost
<p><u>#1a. The Awardee will:</u></p> <ul style="list-style-type: none"> <li>• Perform general over-sight of abatement, demolition activities and disposal of demo materials as outlined in scope of contractors performing the work and provide weekly reports to MARC.</li> </ul>	<ul style="list-style-type: none"> <li>• Weekly Progress Report</li> </ul>	<p>Expected Effort: 120 hours</p>	<p>\$</p>
<p><u>#1b. The Awardee will:</u></p> <ul style="list-style-type: none"> <li>• Facilitate/attend weekly construction meetings with State QEP and Contractor Team and provide minutes and timeline status within 24 hrs. following each meeting.</li> </ul>	<ul style="list-style-type: none"> <li>• Documentation of progress of construction project.</li> </ul>	<p>Expected Effort: 60 hours</p>	<p>\$</p>
<p><u>#1c. The Awardee will:</u></p> <ul style="list-style-type: none"> <li>• Assist in reviewing contractor pay requests and support documentation with sign-off from VT DEC's QEP.</li> </ul>	<ul style="list-style-type: none"> <li>• Documentation of Pay Requests with proper sign-offs to include VT DEC's QEP.</li> </ul>	<p>Expected Effort: 50 hours</p>	<p>\$</p>
<p><u>#1d. The Awardee will:</u></p> <ul style="list-style-type: none"> <li>• Provide Monthly Progress Reports on demolition and disposal as provided by VT DEC's QEP on dates to be determined.</li> </ul>	<ul style="list-style-type: none"> <li>• Documentation of Progress Reports.</li> </ul>	<p>Expected Effort: 50 hours</p>	<p>\$</p>

<p><u>#1e. The Awardee will:</u></p> <ul style="list-style-type: none"> <li>• Manage and confirm that all requests for construction contract change orders in coordination with VT DEC's QEP.</li> </ul>	<ul style="list-style-type: none"> <li>• Documentation of requested change orders and written reason for the request and QEP sign-off.</li> </ul>	<p>Expected Effort: 15 hours</p>	<p>\$</p>
<p><u>#1f. The Awardee will:</u></p> <ul style="list-style-type: none"> <li>• Help ensure receipt/review and confirm all documentation for abatement of asbestos material, demolition, and disposal as reported and approved by VT DEC's QEP including all pay request documentation, disposal tickets, and any required clearance reports.</li> </ul>	<ul style="list-style-type: none"> <li>• Documentation of disposed abatement and demolition waste.</li> </ul>	<p>Expected Effort: 50 hours</p>	<p>\$</p>
<p><u>Total</u></p>			<p>\$</p>

**Selection Criteria**

Proposals will be reviewed and evaluated by MARC Board Members. Selection will be based on the following criteria:

- **30 points** – Bidder's experience conducting construction/demolition/disposal oversight of brownfields and/or construction sites, if available.
- **30 points** – Bidder's familiarity with the Town of Springfield, brownfields, and the Jones and Lamson site.
- **30 points** – Ability to start and complete work as described.
- **10 points** – Bidder's ability to conduct this work in accordance with the VTDEC Brownfields Program.

## **Insurance and Contract Provisions**

Respondents to this RFP should be aware that they will need to agree to minimum insurance requirements and the State of Vermont Customary Pass-Through Contract Provisions (Attachment A) in order to execute an agreement for this project.

Note: Special care should be paid to Workers' Compensation coverage for out-of-state Vendors. Vermont statute requires insurance carriers be specifically licensed to write Workers' Compensation coverage in Vermont. Out-of-state Vendors may have Workers' Compensation coverage valid in their home state, but their carrier may not be licensed to cover workers' compensation for work actually performed by their employees in Vermont.

## **Confidentiality**

After conclusion of the contracting process, Proposals are a matter of public record. If an application includes material considered by the applicant to be proprietary and confidential under 1 V.S.A., Chapter 5, the application shall clearly designate the material as such and explain why such material should be considered confidential. The Vendor must identify each page or section of the Proposal that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the applicant if the identified material were to be released.

Under no circumstances shall the entire Proposal be designated as proprietary or confidential. If the Vendor marks portions of the Proposal confidential, the Vendor shall provide a redacted version of the Proposal for release to the public. Notwithstanding the above, the Secretary has an independent obligation under Vermont law to determine whether any proposal material is subject to public inspection and copying upon request, which may include material that has otherwise been designated as proprietary and confidential by the Vendor. The Vendor's designation of material as proprietary and confidential, and submission of a redacted Proposal, are provided to the Secretary for informational purposes in the event the Agency receives a public records request and will not result in withholding of materials by the Secretary unless expressly supported by Vermont law.

## **Attachments**

- Attachment A– Standard State Pass-Through Provisions for Contracts and Grants, Revised December 15, 2017

**ATTACHMENT A: STANDARD PASS-THROUGH  
STATE PROVISIONS FOR SUBCONTRACTS**

**Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

**1. Fair Employment Practices and Americans with Disabilities Act:** Party 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. Party 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 Party under this Agreement.

**2. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party 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 Party’s liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party’s liability.

**3. Whistleblower Protections:** The Party 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 Party 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 Party or its agents prior to reporting to any governmental entity and/or the public.

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

- A.** Party 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.
- B.** Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party 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.
- C.** Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party 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.
- D.** Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

- A.** is not under any obligation to pay child support; or
- B.** is under such an obligation and is in good standing with respect to that obligation; or

- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party 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:** Party 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:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party'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. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party 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 Party is an employer and this Agreement is a State-funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

**9. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party 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 Party 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 Party 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. Subcontractors:** Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the prior written approval of the State/MARC. Contractor also agrees to include in all subcontract agreements a tax certification in accordance with paragraph 4 above.