

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

### **DEVELOPMENT of a MASTER PLAN for the REDEVELOPMENT of the former SOUTHEAST STATE CORRECTIONAL FACILITY property in the TOWN OF WINDSOR**

Date issued...June 14, 2023

Pre-Bid Master Plan Visit... June 29, 2023 @10:00 AM at the site

Deadline to Submit Questions...July 14, 2023 at 3:00 PM

Deadline for Proposal Submissions...July 28, 2023 at 3:00 PM

**Prepared by:**

**Mt. Ascutney Regional Commission  
P. O. Box 320  
38 Ascutney Park Road  
Ascutney, VT 05030**

The Mt. Ascutney Regional Commission (hereinafter “MARC”) invites qualified firms to submit proposals for the development of a Master Plan for the redevelopment of the former correctional facility property on County Road in Windsor, Vermont.

All proposals must be emailed to:

Mt. Ascutney Regional Commission  
Attn: Tom Kennedy  
tkennedy@marcvt.org

Proposals must be received no later than the response deadline of July 28 by 3:00 PM EST. Late proposals will not be considered.

Pre-Bid Site Visit June 29, 2023, at 10:00 AM

For more information: [RFP - Redevelopment of former Correctional Facility in Windsor](#)

Questions regarding the RFP must be submitted in writing to [tkennedy@marcvt.org](mailto:tkennedy@marcvt.org) no later than July 14, 2023, by 3:00 PM EST. Answers to all questions received by the deadline will be compiled into a single PDF document which will be posted on MARC’s website.

## **I. Background**

The former Southeast State Correctional Facility consists of 27 structures totaling 86,248 square feet situated on 118.57 acres and is located at 546 State Farm Road in Windsor, VT. For zoning purposes, the property is in the “Resource” district.

In 2021, a committee consisting of local, regional, and state officials, met to review prior studies that have been done on the property, hear about its legislative history, discuss possible future uses, and consider constraints that could impact its redevelopment or disposition.

The existing structures, due to their condition and/or configuration, represent a significant challenge to redevelopment as most or all of them would likely require demolition. Maintaining the property in its current condition is costly, with little or no related benefit. In addition, the sale of State-owned property is cumbersome due to certain statutory provisions.

On the other hand, the property has existing utility infrastructure, including public water and sewer, electrical service, and broadband, which make it attractive for redevelopment, and the current availability of federal funds makes a redevelopment project more feasible than it has been in the past.

## II. Scope of Work & Deliverables

This project will involve the development of a master plan for the redevelopment of the former Southeast State Correctional Facility property in the Town of Windsor, VT.

Task 1: Existing Information. Gather and review existing State information about the property that is relevant to the master planning process for the property's redevelopment including, but not limited to, the following: annual maintenance costs; existing infrastructure maps; previous studies and cost estimates (e.g. for building rehabilitation or demolition, removal of razor wire, etc.)

Task 2: Existing Conditions. Describe any current or planned uses/activities at the site and create a base map that includes an inventory of all infrastructure, buildings, roads, topography, wetlands, zoning, future land uses identified in the Town and Regional Plans. Using the base map and inventory, create a map illustrating development constraints and a map illustrating redevelopment potential. Document existing conditions and constraints with photos, including photos of buildings and structures.

Task 3: Community Outreach. Hold at least two community-wide meetings to receive input on potential uses for the site. Hold focus groups with the Planning Commission, Selectboard, Windsor Improvement Corporation, and Conservation Commission.

Task 4: Legislative/Governmental Outreach. Hold at least one meeting with the House Corrections and Institutions Committee, and one meeting with the Senate Institutions Committee to determine the State's needs for the property and the amount of property required to meet those needs. Arrange a site visit for the committees if necessary. Discuss the reuse of the property with VT Department of Buildings and General Services (BGS) Staff and Management.

Task 5: Outreach to Economic Development Specialists. Interview the Executive Director of the Springfield Regional Development Corporation regarding potential uses for the site, as well as the potential sale or lease of the property. Interview other economic development specialists and private sector developers regarding the site's potential for redevelopment.

Task 6. Cost Analysis. Prepare an analysis of the costs associated with the following scenarios:

- The State maintains ownership of the property
- Preparation of the property for sale or lease
- Sale of a portion of the property, or the entire property

**Task 7. Preliminary Report & Site Plan.** Prepare a report summarizing the findings from your review of existing information, existing conditions, cost analyses, outreach meetings, focus groups and interviews. Identify institutional constraints associated with selling or leasing the property (e.g. procurement). Create a site plan that illustrates potential uses for the property that take into consideration constraints such as noise, traffic, etc.

**Task 8. Present findings.** Present findings and site plan to the community, focus groups, legislative committees and BGS.

**Task 9. Final Report.** Prepare final report, including next steps, based on feedback from stakeholders. Present and discuss final report with committee.

The table of project milestones and required deliverables below corresponds to Tasks 1–9 above.

	MILESTONE	DELIVERABLE	DUE DATE
1	Review of existing information completed	List/summary of information reviewed	
2	Existing uses, structures, conditions & constraints documented and evaluated	Description of current uses; Inventory of existing infrastructure, buildings, roads, significant natural & cultural features, etc.; existing conditions base map; development constraints map; map showing potential redevelopment; photos documenting existing conditions & constraints, including buildings	
3	Community meetings & focus groups held	Meeting minutes summarizing questions, concerns, and ideas	
4	Meetings with BGS, and House & Senate committees held; site visit held (if needed)	Summary of meetings (and site visit, if applicable) detailing any relevant information received regarding the state’s needs as they relate to the potential reuse of the property	
5	Economic development interviews completed	Compilation of ideas for the potential redevelopment, sale, or lease of the property	
6	Cost analyses completed	Copy of cost analysis for each scenario	
7	Preliminary report & site plan prepared	Copy of preliminary report summarizing findings & site plan illustrating potential uses for the property	
8	Presentations completed	Copy of materials created to facilitate presentations (e.g. PowerPoint slides) & summary of feedback received	
9	Final Report completed	Copy of Final Report, including next steps	

### III. Required Proposal Content

Firms responding to this RFP shall provide a proposed 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 experience with similar Master Plan projects for the redevelopment of large commercial, industrial, or institutional properties in Vermont.
  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.
  4. Proposed Schedule: The schedule should include the completion date for each deliverable. This project must be substantially complete no later than March 1, **2024, with a Final Report due on April 1, 2024.**
  5. References: Please provide a minimum of two (2) references for clients provided with similar services, including the name, telephone number, and email address of the contact person.
  6. 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.
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. Funding & Budget**

Funding for this project is provided by a grant through the State of VT Department of Buildings & General Services (BGS). The budget for consultant services shall not exceed **\$40,000.**

**V. Review of Proposals**

All proposals will be evaluated using the criteria listed below by a selection committee comprised of staff of the Mt. Ascutney Regional Commission (MARC), the Town of

Windsor, and the VT Department of Buildings & General Services. 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 experience with master planning projects for the redevelopment of large sites, 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 selection committee may elect to interview consultants prior to final selection.

The MARC 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 MARC upon submission. The cost of preparing, submitting, and presenting a proposal is the sole expense of the consultant. The MARC reserves the right to accept or reject all proposals received because 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 MARC. This solicitation of proposals in no way obligates the MARC 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 MARC at:

Mt. Ascutney Regional Commission  
Attn: Tom Kennedy  
P. O. Box 320  
38 Ascutney Park Road  
Ascutney, VT 05030  
E-mail: [tkennedy@marcvt.org](mailto:tkennedy@marcvt.org)

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

## **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.
  
- 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 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 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 to support payments owed to any children residing in Vermont. In addition, if the CONSULTANT is a resident of Vermont, CONSULTANT makes this statement, about, support owed to 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 that is more than \$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.