

REQUEST FOR PROPOSALS (RFP)

Development of a Flood Resilience Study Along the Black River & Major Tributaries in the Towns of Plymouth, Ludlow, and Cavendish



IssuedOctober 4, 2024
Deadline to Submit QuestionsOctober 18, 2024
Responses to Questions PostedOctober 25, 2024
Deadline for Submissions November 15, 2024 at 4pm

Prepared by:

Mount Ascutney Regional Commission
Post Office Box 320
38 Ascutney Park Road
Ascutney, VT 05030

The Mount Ascutney Regional Commission (hereinafter “MARC”), in cooperation with the Two Rivers-Ottawaquechee Regional Commission (hereinafter “TRORC”) and the Towns of Plymouth, Ludlow, and Cavendish, Vermont, invite qualified firms to submit proposals for the development of a flood resilience study along the mainstem of the Black River and its major tributaries as it flows through the Towns of Plymouth, Ludlow and Cavendish.

Technical Proposals and Cost Proposals shall be emailed to the email address found below. Please provide the technical proposal and cost proposal as two separate documents. The email date stamp must be received by the stated deadline of November 15, 2024 by 4:00 PM EST.

Mount Ascutney Regional Commission
Attn: Thomas Kennedy, Director of Community Development
Post Office Box 320
38 Ascutney Park Road
Ascutney, Vermont 05030-0320
tkennedy@marcvt.org

The funding for this project is provided through the Vermont Municipal Technical Assistance Program (MTAP), the Vermont Agency of Commerce and Community Development (ACCD), and town contributions. The anticipated budget for consultant assistance is roughly **\$75,000.00**.

Proposals must be received by no later than the response deadline of November 15, 2024, by 4:00 PM Eastern Standard Time (EST). Late proposals will not be considered.

I. BACKGROUND

The Towns of Plymouth, Ludlow, and Cavendish, Vermont have sustained millions of dollars in damages to public and private investments due to major flooding events over the past decade, most recently in July of 2023. The Towns seek both passive and active restoration strategies to improve their flood resilience. There have been several past studies and assessments to evaluate flood resilience and recommend mitigation strategies, including:

- (1) Black River Phase II Stream Geomorphic Assessment (2009)
- (2) Basin 10 Tactical Basin Plan (2023)
- (3) Ludlow Stormwater Masterplan (2021)
- (4) Ludlow Local Hazard Mitigation Plan (2024)
- (5) Cavendish Local Hazard Mitigation Plan (2024)
- (6) Plymouth Local Hazard Mitigation Plan

It is worth noting that a stormwater masterplan for the Town of Cavendish is being developed as of the date of issuance of this Request for Proposals (RFP).

The central goal of this project is to both update and expand upon those past assessments and plans to develop a comprehensive flood resilience plan for the Black River corridor in Plymouth, Ludlow, and Cavendish. The Towns seek the following types of mitigation strategies to improve their flood resilience:

1. Floodplain restoration;
2. Berm removal;
3. Floodwater storage;
4. Bridge/culvert upsizing;
5. Dam removal;
6. Dam rehabilitation;

7. River corridor easements;
8. Stormwater management and drainage improvements;
9. Structural elevation or floodproofing;
10. Structure acquisition and demolition (buyout)

II. SCOPE OF WORK

This project will involve the development of a flood resilience plan along the Black River corridor in the Towns of Plymouth, Ludlow and Cavendish, Vermont. These three communities have experienced significant flooding damages many times over the years, including Tropical Storm Irene in 2011 and the July 2023 event. The purpose of this project is to develop a conceptual plan that identifies potential areas where floodwaters can be spread out and slowed down, and where public infrastructure and/or private investments can be reinforced, protected, elevated, or relocated.

Task 1 – Kick-off Meeting: The Selected Consultant shall attend and facilitate a project kick-off meeting with the Project Steering Committee. The Steering Committee shall be composed of MARC staff, TRORC staff, and the Town Managers (or their designees) of each of the three communities. The meeting may be held in-person or remotely depending upon the preference of the Selected Consultant and the Project Steering Committee.

Task 2 – Public Outreach Plan: The Selected Consultant shall prepare a Public Outreach Plan documenting the Selected Consultant’s planned approach to engaging members of the public and municipal staff and officials throughout the duration of this project.

Task 3 – Community Engagement/Initial Planning Workshop: The Selected Consultant shall organize, attend, and facilitate an initial planning workshop. The planning workshop shall include stakeholders from all three communities. During the initial planning workshop, the Selected Consultant shall gather input to help identify possible areas to focus on. These *may* include specific sites such as:

- The drainage behind the Singleton’s Store in Cavendish;
- The berm by Village Lane in Cavendish;
- The Green Mountain Power (GMP) hydroelectric dam in Cavendish;
- Greven field in Cavendish;
- West Hill Road in Ludlow;
- A site north of the Fire Station in Ludlow;
- A mass slope failure along Money Brook in Plymouth.

Task 4 – Six (6) Progress Meetings with MARC Staff: The Selected Consultant shall meet with MARC staff on a roughly bi-monthly basis throughout the duration of this project to review progress. The meetings are an opportunity to discuss milestones and deliverables met, questions and concerns, review of the project budget status, any proposed changes to the scope of work, and other project details as deemed appropriate by the Selected Consultant and MARC staff. The Selected Consultant shall prepare notes from the progress meetings and deliver them to MARC.

Task 5 – Flood Resilience Project Identification: Through desktop and field-based reconnaissance, as well as through review of the above-referenced assessments and plans, the Selected Consultant shall develop a list and corresponding map(s) of potential flood mitigation projects in Plymouth, Ludlow, and Cavendish. The project list shall include such basic information as a project name, project description and concept, locational information (latitude and longitude in decimal-degrees, address, etc.), site ownership, generalized cost estimate (i.e., low, medium, high), site photographs, and a description of any co-benefits (water quality pollution abatement, habitat improvements, public education benefits, etc.). Desired mitigation strategies are noted above in the “Background” section of the RFP.

Task 6 – Flood Mitigation Project Prioritization: In consultation with the Project Steering Committee, the Selected Consultant shall assist with prioritization of the identified flood mitigation projects. The Selected Consultant shall develop a standardized prioritization methodology to be used to prioritize projects. The prioritization methodology may consider overall expected flood mitigation benefit, cost effectiveness, ease of permitting/lack of regulatory constraints, site ownership, anticipated feasibility, co-benefits, and other criteria as deemed appropriate by the Selected Consultant and the Project Steering Committee.

Task 7 – 10% Conceptual Plans: Upon completion of the project identification and prioritization phases of the project, the Selected Consultant shall further develop a high-priority subset of the identified projects. Additional project development work shall include development of 10% conceptual engineering design plans, rough implementation cost estimates (including additional engineering, permitting, and construction-phase support fees), potential funding opportunities, permitting needs investigation, and suggested next steps. *Firms responding to this RFP should propose the number of identified projects to be developed up to the 10% conceptual level in its proposal.*

Task 8 – Preliminary Report: The Selected Consultant shall prepare a draft preliminary report to be circulated to the Project Steering Committee for review and comment. The preliminary report shall summarize the project and its findings, and shall include the prioritized project list and all associated information, and 10% conceptual plans for the high priority sites, map(s) indicating project locations, etc.

Task 9 – Final Report: Upon submission of stakeholder comments, the Selected Consultant shall address comments received (as appropriate) and finalize the flood resilience plan. The plan shall be finalized by no later than December 31, 2025.

The table of the project milestones and required deliverables below corresponds to Tasks 1-9 outlined above. The project must be substantially completed by no later than **December 31, 2025**. Please note that proposals offering a more efficient schedule will be evaluated more favorably.

MILESTONE		DELIVERABLE	DUE DATE
1	Kick-off Meeting	Kick-off meeting with Project Steering Committee, Meeting notes	December 2024
2	Public Outreach Plan Developed	Draft Public Outreach Plan	February 2025
3	Community Engagement	Initial Planning Workshop held	March 2025
4	Progress Meetings with MARC Staff	Six (6) Progress Meetings, Progress Meeting Notes	Jan 2025 – Dec 2025
5	Flood Resilience Projects Identified	List of identified potential projects including the information noted above, corresponding maps	June 2025
6	Flood Resilience Projects Prioritized	Prioritized project list, memorandum documenting the prioritization methodology employed.	August 2025
7	10% Conceptual Plans Developed	10% conceptual plans (and additional project development information as noted above) for a high-priority subset of projects.	October 2025
8	Preliminary Report	Draft Preliminary Report for Stakeholder Comment	October 2025
9	Final Report	Final Report, Maps, and other Technical Information	Dec 31, 2025

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 flood resilience planning.

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 completion date of each deliverable as well as any key meetings. This project shall be substantially complete by no later than **December 31, 2025**.
 5. Management Structure: Discuss project management structure and relate the job categories listed in the Cost Proposal to the project tasks and deliverables.
 6. Any recommended changes or additions to the Scope of Work described above.
 7. 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.
 8. 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. REVIEW OF WRITTEN PROPOSALS

All proposals will be evaluated using the criteria listed below by a selection committee composed of staff of the MARC, TRORC and the Towns of Cavendish, Ludlow, and Plymouth. Proposals will be ranked based upon the following criteria:

- Relevant experience and qualifications of the assigned staff.
- Proposed methodology and understanding of the project.
- Cost-effectiveness.
- Community engagement strategy.

V. RFP SCHEDULE

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| 1. RFP Issued: | October 4, 2024 |
| 2. Questions regarding RFP due to MARC: | October 18 by 3:00 pm |
| 3. MARC responds to questions: | October 25, 2024 |
| 4. Proposals due to MARC: | November 15, 2024 by 4:00 pm |
| 5. Anticipated Contract Award: | December 1, 2024 |

VI. DISCLAIMER

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 sole property of the MARC upon submission. The cost of

preparing and submitting a proposal is the sole expense of the consultant. The MARC 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 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:

Mount Ascutney Regional Commission
Attn: Thomas Kennedy, Director of Community Development
Post Office Box 320
38 Ascutney Park Road
Ascutney, Vermont 05030
E-mail: 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.

VII. Customary State Pass-through Provisions

As this project is largely state-funded, the subsequent contract will be subject to the following standard state pass-through 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.