

TOWN OF
JOHNSON
VERMONT

REQUEST FOR PROPOSAL
Public-Private Partnership Project Construction – Johnson- VT Electric Coop

Town of Johnson
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I. INTRODUCTION

A. ABOUT THE TOWN OF JOHNSON.

Johnson, Vermont is a rural town situated in the central part of Lamoille County, at the confluence of the Gihon and Lamoille rivers with an elevation of 531 feet. Despite being within the commuting distance of Burlington and Montpelier, a substantial portion of the town's residents live and work within Johnson itself. Johnson's estimated population is 3,446. Johnson State College and Johnson Woolen Mills are located in the town which also has a rich farming tradition.

The Town of Johnson is an Equal Employment Opportunity/Affirmative Action employer. All bidders are expected to comply with all applicable equal employment opportunity laws and statutes. The Town of Johnson welcomes and encourages participation in this bid process by women- and minority-owned businesses.

II. INFORMATION ABOUT THIS RFP

A. OBJECTIVE

The Town of Johnson solicits an engineering design proposal from qualified firms to provide a design for construction of a stormwater treatment system meeting the requirements of the 2017 Vermont Stormwater Management Manual and General Permit 3-9050. The project is to provide stormwater treatment for the Vermont Electric Cooperative 3-acre site at 42 Wescom Road, and for a future Town of Johnson industrial park that will be located across Rte. 15. Refer to Exhibit A "Statement of Work"

Proposals must be received by the Town of Johnson at the address set forth in Paragraph B.4. no later than 4:00 PM Eastern Time on June 16, 2023. Proposals received after this date and time will not be considered.

B. INSTRUCTIONS

1. Bidders desiring to respond to this RFP are required to do so in accordance with the instructions and format contained herein. Bidders are required to complete all sections that require a response. Any response to this RFP that is incomplete may be disqualified.
2. Your proposal to this RFP must include the following:
 - a) Detailed response to the Statement of Work
 - b) Price terms

3. Proposals must be submitted for the full scope of work described in this RFP. In the event a bid is submitted that does not fully comply, bidder should provide a detailed description of all exceptions and proposed alternates.
4. Proposals should be submitted via email to tojadministrator@townofjohnson.com and jvarney@vermontelectric.coop
5. All questions are to be directed in writing via email to the individuals at the addresses above. The answers will be sent to all potential bidders simultaneously via email
6. Bidder should identify the personnel who will be assigned to the Project and include their qualifications. Bidder may not remove or substitute key personnel identified by bidder in response to this document without prior notification to the Town of Johnson.
7. Bidder shall identify all work or activities that it proposes to be performed by others. Bidder shall describe how it will control work performed by others to ensure performance in accordance with the project schedule.
8. Each bid shall be signed on behalf of the entity submitting it by a person legally authorized to bind the entity. Upon request, bidder should furnish satisfactory evidence of the authority of any signatory.
9. Bidder's offer must be firm for a period of ninety (90) days from the date responses are due.
10. A site visit at the VEC location may be requested by the bidder. The offer of a site visit will be extended to all bidders.

C. ADDITIONAL INFORMATION AND REQUIREMENTS

1. The Town of Johnson will evaluate proposals based on the following criteria -- not necessarily in this order:
 - a) total cost to the Town of Johnson.
 - b) sufficient capabilities to meet the Town of Johnson's requirements.
 - c) quality in every aspect of service.
 - d) three references.
2. The Town of Johnson is not obligated to accept any proposal nor the least expensive from among the proposals submitted and may, at its sole option, award one or more contracts. The Town of Johnson may accept or reject, without consideration, proposals that are submitted late or are incomplete. The Town of Johnson also reserves the right to modify bidders' proposals by adding to or deleting from these specifications after the receipt and prior to the signing of the contract with the successful bidder. The Town of

Johnson expressly reserves the right to reject any and all bid proposals and to pursue whatever alternative arrangements it desires.

3. The requirements in this RFP are the minimum required in order to qualify for favorable consideration. The Town of Johnson encourages all bidders to provide their professional recommendations or any other information they feel may reflect favorably for their consideration in the selection process. The Town of Johnson reserves the right to award a contract based on bidder's initial response, without negotiation. Therefore, bidders are strongly encouraged to submit their most favorable offer, as proposals will be evaluated and ranked upon the basis of the response submitted.
4. All responses to this RFP will become the property of the Town of Johnson.
5. The information contained in the bid and any contract resulting therefrom is regarded as confidential and is not to be disclosed beyond the parties directly involved without the express written permission of bidder and the Town of Johnson. In protecting any bidder's confidential or proprietary information, the Town of Johnson will use the same degree of care that it uses to protect its own confidential and proprietary information, provided such information is clearly marked as being confidential and proprietary. The Town of Johnson further reserves the right to disclose such information if such disclosure is solely for the evaluation of the response to this RFP.
6. No obligations on the part of the Town of Johnson will be incurred until a satisfactory contract has been signed by bidder and accepted by the Town of Johnson.
7. Unless otherwise notified by the Town of Johnson in writing, any award resulting from this RFP shall be non-exclusive.
8. By submission of a bid in response to this request, bidder represents (a) that it has familiarized itself with this RFP and all other conditions that may affect the time, manner, cost or difficulty of completing the work; (b) that the bid is genuine, is not made in the interest of or on behalf of any undisclosed person or entity, and is not submitted in collusion with any other person or party or in conformity with any agreement, rule or practice of any group, association, organization, corporation or entity; (c) that bidder has not directly or indirectly induced or solicited any person or entity to refrain from submitting a bid, and has not sought by collusion or fraud to obtain for itself any advantage over any other Bidder, or over the Town of Johnson; and (d) that bidder has examined and is familiar with its bid and is ready and willing to perform same.
9. Should bidder find any discrepancies in, or omission from, any part of this RFP, or should a bidder be in doubt as to the meaning of any part hereof, bidder should immediately notify the Town of Johnson in writing and obtain clarification in writing, prior to

submitting a bid. Failure to do so will not relieve bidder from the responsibility for properly estimating the difficulty or the cost of successfully completing the work.

10. Bids which are incomplete, conditional, obscure, received after the date and time set forth in Section II. A. or which do not otherwise comply with this RFP, may be rejected at the option of the Town of Johnson.
11. All costs incurred directly or indirectly by bidder in the preparation and presentation of the bid, including the costs of its participation in a pre-award meeting, if any, shall be the responsibility of bidder.
12. Bidder and its employees, agents and subcontractors shall not offer or give to an officer, employee or agent of the Town of Johnson any services, gifts, entertainment, payments, loans or special favors which might appear to be offered to influence the award of a contract or to obtain favorable treatment or another contract with the Town of Johnson

EXHIBIT A

STATEMENT OF WORK

- 1. Project Overview.** The construction of a stormwater treatment system will be located on Vermont Electric Co-op (VEC) property located at 42 Wescom road. The VEC facility consists of an office building, warehouse and garage, paved parking area, and an unpaved storage yard in Johnson (SPAN # 336-104-11151). The Town of Johnson has conceptual plans for a light industrial park across Route 15 from the VEC property (SPAN #336-104-10558). Refer to the attached 30% concept design submitted by Watershed Consultants to the Vermont State DEC. This project encompasses design for construction of a stormwater treatment system meeting the requirements of the 2017 Vermont Stormwater Management Manual and General Permit 3-9050 to treat the 3-acre site as well as provide the stormwater water quality (WQv) treatment requirement of the future industrial park. The Town is responsible for meeting additional stormwater permit requirements at their own cost and on the municipal property. A diversion structure is proposed to divert stormwater runoff for treatment during the 1” storm.

Table 1: State Fiscal Recovery Fund (SFR) Program Information (informational)

SFR Program	3-Acre Stormwater Permit Support
SFR Expenditure Category	EC 5.6
SFR Project Name	Public Private Partnership – Johnson Vermont Electric Coop
SFR Project ID No.	ANR-6140892207-005
Primary Place of Performance	Johnson, Vermont
National Pollutant Discharge Elimination System (NPDES) Permit # (if applicable)	N/A
Public Water System ID # (if applicable)	N/A

- 2. Statement of Need.** The Vermont Clean Water Act of 2015, and the Lake Champlain Total Maximum Daily Loads (TMDLs) identify the need to address phosphorus in stormwater runoff from existing developed lands, specifically “three-acre sites,” in order to meet the phosphorus targets in the TMDLs. This project assists a “three-acre site.”
- 3. Population Served.** The project addresses stormwater runoff from approximately 3.4 acres of impervious surface of the Vermont Electric Co-op and a future light industrial park located nearby. This site was chosen because it will address current and future runoff and flooding issues on both public and private land. This project is entitled “Public-Private Partnership Project Construction – Johnson- VT Electric Coop” and has

been selected to receive funding in conjunction with the American Rescue Plan Act (ARPA) Three-Acre Stormwater Program. This project also presents an opportunity for the Town to work with VEC, a prominent business in the community. This partnership will reduce runoff from town roads at an estimated phosphorus reduction of 5.60 kg/yr correlating to a cost savings of \$5,962 per year. The stormwater runoff addressed by this project serves to lessen the environmental impacts this community faces.

4. Scope of Work. Bidder shall provide engineering services to design the stormwater system for future construction of the project that meets the requirements of paragraph 1. The 30% concept design by Watershed Consultants is attached.

