
REQUEST FOR QUALIFICATIONS
Water System Consultant for
Town of Thetford Independent Water System Study
Town of Thetford, Vermont
RFQ Issue date: May 6, 2022
RFQ Due on: May 20, 2022

PROJECT DESCRIPTION

Overview

The goal of the study is to identify the operational and capital needs, viability, and sustainability of the various independent water companies in the Town of Thetford, to ensure regulatory compliance and promote future growth.

Context and Background

This project will address the interrelated issues of providing potable water to existing residences and businesses of the six (6) independent water systems and the need for modernization and expansion for housing, economic growth, and fire protection in village centers. Currently, there is an ad-hoc system of independent water systems that vary in size, based primarily on well capacity, existing water distribution system limits, annual water cost, and whether they want to be regulated by the State. Our approach is to conduct a comprehensive study of the present water requirements for each of Thetford's villages and project how they might realistically be modernized to promote future growth.

Funding

A total of \$24,312 is available for consultant services from the Municipal Planning Grant Program administered by the Vermont Agency of Commerce and Community Development and Town of Thetford, Vermont.

Work Plan

See Attachment "A" – Work Plan and Budget

Timeframe

See Attachment "B" – Project Timeline

Water Companies Information

See Attachment "C" – Thetford Water Companies & Schools

Deliverables

The project deliverable would be a strategic planning document that provides relevant information on the current overall status, viability, sustainability of the water companies' systems, including current operational and capital improvements and cost associated for both. The document should also recommend creative, cost-effective system improvements to support the expansion of housing, economic growth, and fire protection within village centers. These improvements should be detailed enough to inform a long-term, 50-year scenario for stable, functional, and affordable water systems. This document will serve as a source document for future federal and state funding for capital improvements.

Additional Information

Consultant is expected to be able to work with an ad hoc committee of town officials and water company representatives and be able to guide the committee through the overall process.

SUBMISSION REQUIREMENTS

All responses to the RFQ shall include the following information:

1. **Cover Letter** - A letter of interest for the project.
2. **Statement of Qualifications and Staffing** – Provide a qualifications profile of the lead consultant and sub-consultants, including indication of the lead consultant, the proposed role of each consultant on the team. Also provide detailed information on each consultant, including the name of the firm, year established, and contact information.
3. **Insurance** – Provide documentation for: (1) Commercial General Liability insurance coverage with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate; (2) Business Automobile Liability coverage with total liability limits of at least \$1,000,000; and (3) Statutory Workers' Compensation insurance.
4. **Summaries of relevant projects** – Describe relevant experience on similar projects for each firm and list the work experience of the individuals expected to be involved in the project. Include a minimum of three (3) professional references for whom a similar project has been completed within the last ten (10) years.
5. **Page Limit** - The proposal, encompassing items 1-3 above, shall not exceed 15 double-sided pages (30 total pages) including cover letter, project lists and contacts.

All information submitted becomes property of the Town of Thetford upon submission. The Town of Thetford reserves the right to issue supplemental information or guidelines relating to the RFQ as well as make modifications to the RFQ or withdraw the RFQ.

Submission Requirements

Respondents should submit one (1) digital copy (PDF) and 10 printed copies of the proposal by May 20, 2022, to:

Municipality/Local Project Manager Contact Information

Town of Thetford
Bryan Gazda, Town Manager
PO Box 126 Thetford Center, Vermont 05075
bgazda@thetfordvt.gov
(802) 785-2922, ext. 2

If you have any questions about this project or the RFQ, please address them in writing via email to Bryan Gazda, Town Manager, at bgazda@thetfordvt.gov. We will respond to all questions in writing within 3 days. Both the question and response will be shared with the other consultants.

Selection Process Qualifications will be reviewed by a selection committee comprised of representatives from Thetford Water Study Committee. A short-list of consultants will be selected to submit detailed proposals for the project with a project approach, scope of services, schedule and budget with details on staffing, hourly costs and overhead. Consultant will submit project proposals in the same manner as the RFQ submission requirements. The selection committee will review the proposals and determine which consultants to schedule for interviews. Project proposal interviews will be held via Zoom.

RFQ Schedule Summary:

Qualifications due: May 20, 2022.
Consultants selected to submit proposal: May 26, 2022
Proposals due: June 16, 2022
Interviews on: June 23 & 30, 2022
Consultant selection by: July 11, 2022
Project work to begin: July 2022
Complete project on or by: February 28, 2023.

Evaluation of Qualifications

Respondents will be evaluated according to the following factors:

1. Consultant Qualifications (experience with similar projects, ability to work with municipalities to attain desired outcomes, and knowledge of the topic) - 85%
 - a. Experience with the design and functionality of private and public water systems
 - b. Ability to project future needs and present concepts clearly
 - c. Knowledge of State of Vermont and federal statutes regarding potable drinking water systems
 - d. Understanding operation of small water systems
 - e. Proven ability to work with committees and conduct public meetings

- f. Availability to begin work on project start date and complete project by finish date
2. Quality, completeness, and clarity of submission - 15%

Interview Framework

The Town of Thetford reserves the right to select the top two to three highly scored consultants and invite them for an interview. In this process, the selection committee may ask the respondents to give an oral presentation of their respective proposals. The purpose of this oral presentation is to provide an in-depth analysis of qualifications, experience in performing similar services, and an opportunity for the consultant to clarify or elaborate on their qualifications without restating the proposal.

The interview and presentation are merely to present facts and explanation to the selection committee and allow the selection committee to ask targeted questions of the consultant team. The interview and presentation, if deemed necessary by the selection committee, will be held via Zoom per the RFQ Schedule Summary. All consultant costs and expenses incurred for the purpose of interview and presentation shall be the responsibility of the consultant.

Final Consultant Selection

Following the selection process, the Town Manager will negotiate a final contract for services. The final scope of work with specified deliverables may be modified through negotiation of the final contract. All consultant costs and expenses incurred for the purpose of negotiating a contract shall be the responsibility of the consultant.

Contract Requirements

The consultant contract will be subject to the terms of the Municipal Planning Grant Agreement (Procurement Procedures and Other Grant Requirements). See Attachment "D" for a sample contract for personal services.

Work Plan and Budget

Attachment A

Task Name	Description of Task	Paid Personnel	If other, please specify	Hours	Hourly Rate	Personnel Cost	Material Description	Material Cost	Total Cost
Task # 1 Form a Project Committee	A project committee will be established consisting of the Town Manager, representative(s) from the water companies, and a representative from the Planning Commission and Housing Committee.	Other	No paid personnel for this task						
Task # 2 RFQ Development	Project Committee will hold a public meeting with stakeholders prior to the development of the RFQ for their input. Develop RFQ outlining the scope of work and advertise for services via local newspapers, VLCT website, and VT Business Registry.	Other	No paid personnel for this task				RFQ documents and fee for advertisements		
Task # 3 Review RFQ Proposals	Review proposals, rate and rank proposals. Conduct interviews and make recommendation to the Selectboard.	Other	No paid personnel for this task						
Task # 4 Hire Consultant	The Town of Thetford will enter into an agreement for services with consultant.	Other	No paid personnel for this task						
Task # 5 Project "Kick-off" Meeting	The Project Committee and Consultant will hold their initial project meeting to review the scope of work, establish project meeting dates, milestones, and deliverables.	Consultant							
Task # 5 Scope of Work Completion	The consultant will complete the items identified in the scope of work and report to the Town Manager on a weekly or as needed basis.	Consultant							
Task # 7 Monthly Project Meetings	The Project Committee and Consultant will hold monthly meeting to provide project updates to track overall progress of the project. Anticipate 6 meetings @ 2hrs per meeting.	Consultant							
Task # 8 Project Presentation	Project Committee and Consultant to review and finalize project documents.	Consultant							

Municipal Planning Application FY22

Organization: Town of Theford

07110-MP-2022-Theford-48

Work Plan and Budget

Task #	Description	Category	Amount
Task # 9 Final Presentation	Project Committee and Consultant to present final project study to the Selectboard, water companies, and the public.	Consultant	\$24,312
Task # 10 Project Closeout	Town Manager to submit grant closeout documents.	Other	\$22,000
			\$2,312
			\$2,200
			\$112
Total Project Costs			
State Grant Funds (Grant Amount Requested):			
Match Funds:			
Minimum Required Match Funds: (10% of State Grant Funds)			
Additional Match Funds: (Optional)			

ATTACHMENT "B"

Thetford Drinking Water Study Project Timeline

		2022											2023			2023 forward
Task	Task Description	February	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	
Task # 1	Establish Project Committee															
Task # 2	Hold Public Forum for citizen input & develop scope of work for RFQ															
Task # 3	Review & rate RFQ proposals															
Task # 5	Hold "Project Kick-Off" meeting															
Tasks # 6 & 7	Consultant completes scope of work Project committee and consultant meet at least monthly															
Task # 8	Consultant presents draft project study & public presentation															
Task # 9	Public presentation of final project study															
Task # 10	Project close-out															
Task # 11	Project study implementation & securing water project funding															

ATTACHMENT "C"

Town of Thetford Water Companies & Schools

<u>Village Location</u>	<u>Water Company Name</u>	<u># of Users/Connections</u>
Post Mills	Post Mills Water Company	9
Thetford Hill	Thetford Hill Water Co-op	41
	Thetford Academy	1
	Thetford Elementary School	1
East Thetford	East Thetford Water Company	35
North Thetford	Union Water Company	22
	North Village Water Company	9
	South Village Water Company	8

ATTACHMENT “D” SAMPLE CONTRACT

VERMONT MUNICIPAL PLANNING GRANT PROGRAM FY ___ TEMPLATE CONTRACT FOR PERSONAL SERVICES TOWN OF _____

1. Parties: This is a contract for personal services between the Town of _____, Vermont (Town) and _____ (Contractor), its principal place of business in _____, Vermont. Contractor's form of business organization is a for profit corporation.

2. Subject Matter: The subject matter of this contract is personal services generally on the subject of providing _____. Detailed services that Contractor will provide are described in Attachment A.

3. Maximum Amount: In consideration of the services to be performed by Contractor, Town agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$_____.

4. Contract Term: The period of Contractor's performance shall begin on _____ and end on _____.

5. Amendment: No changes, modification or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed and dated by the duly authorized representative of Contractor and Town.

6. Cancellation: This contract may be canceled by either party by giving written notice at least 15 days in advance.

7. Attachments: This contract consists of ___ pages including the following Attachments that are incorporated herein:

Attachment A:	Specifications of work to be performed (Work Plan in Grant)
Attachment B:	Payment Provisions (Budget in Grant)
Attachment C:	Pertinent State Grant Provisions

8. Subcontracts. In accordance with Vermont Agency of Administration Bulletin 3.5, the Contractor may not assign, subcontract or sub-grant the performance of a Contract or any portion thereof to any other subcontractor without the prior written approval. If subcontracting is approved by the State, the Contractor remains responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under the Contract. When a contract involves subcontracting (sub-agreement), the State encourages the Contractor to follow a fair and open award process and create clear and thorough subcontracts to enable the Contractor to properly monitor the performance and compliance of the subcontractor(s). Contractors shall include the provisions of Attachment C listed in this agreement, in Contractor's subcontracts for work that is to be performed solely for the State of Vermont or performed in the State of Vermont.

ATTACHMENT “D” SAMPLE CONTRACT

9. Interpretation: This contract shall be interpreted according to the laws of the State of Vermont.

10. Counterparts: This contract shall be executed in two counterparts, with each party hereto retaining a fully executed original

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

BY: TOWN OF _____

BY:

Signature

Signature

Type name and title

Type name and title

Date and place of execution

Date and place of execution

ATTACHMENT “D” SAMPLE CONTRACT

Attachment A Specifications of Work to be Performed

[Insert description of specific work to be performed from the Workplan and Budget task line items]

[This section **must** also include the following provision regarding GIS products produced:]

I. GIS Work

For any projects including a GIS component:

1. The Grantee shall ensure that any contracts, subgrant agreements or subcontracts that are issued through this grant to develop GIS data shall require that the contractor, subgrantee, or subcontractor complete the [GIS Data Submission Online Intake Form](#) as part of its final work product.
2. With the GIS Data Submission Online Intake Form, Grantee shall also submit digital copies of GIS data produced with the Grant Award or any portion thereof if such data is not already available in the Vermont Open Geodata Portal. Digital GIS data includes spatial and tabular data attributes, documentation files, and must meet applicable standards as to data format and documentation of all products using the VGIS metadata standard. *Note: It is not necessary to submit subsets of data layers that are already listed in the VGIS Data Catalog (data hosted at the Vermont Open Geodata Portal). A subset would be an extract of existing data, such as road centerline data, for example.*
3. Digital Spatial Data will be submitted via the GIS Data Submission Online Intake Form as a single .zip file with documents in the Vermont State Plane Coordinate System, as specified in Title 1, Chapter 17 § 671- 679. Any of the following file formats is acceptable:
 - a. .shp (Shapefile – which also consist of files with other extensions such as .dbf and .shx)
 - b. .dwg (CAD file)

ATTACHMENT “D” SAMPLE CONTRACT

- c. .dxf (CAD file)
- 4. All data and materials created or collected under this Agreement – including all digital data – are public records. The parties may utilize the information for their own purposes but shall not copyright these materials.

[Technical assistance and information on these GIS standards, guidelines and procedures are available from the Vermont Center for Geographic Information, Inc. (vcgi.vermont.gov or 802-585-0820).]

II. Final Documents

All paper and electronic documents, plans, data, materials, and work products produced with State grant funding are public records. The parties may utilize the information for their own purposes but shall not copyright these materials. No proprietary products may be produced without authorization in writing by the Department of Housing and Community Development.

ATTACHMENT “D” SAMPLE CONTRACT

Attachment B Payment Provisions

1. Budget: [Insert budget from grant]

2. Invoice procedure: [describe invoice schedule, any necessary information included on invoice, and who will receive and process].

ATTACHMENT “D” SAMPLE CONTRACT

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS REVISED DECEMBER 15, 2017 PERTINENT PROVISIONS:

This contract/subcontract is being made using funds of the State of Vermont. The following provisions **must be included** in all sub-agreements made using State funds. These provisions are those made pertinent via Clause 19 of Attachment C: Standard State Provisions for Contracts and Grants.

10. 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.

11. 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.

12. 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 the continental United States, except with the express written permission of the State.

14. 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.

16. 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 this 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.

ATTACHMENT “D” SAMPLE CONTRACT

- 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.

18. 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.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors’ subcontractors, together with the identity of those subcontractors’ workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 (“False Claims Act”); Section 11 (“Whistleblower Protections”); Section 12 (“Location of State Data”); Section 14 (“Fair Employment Practices and Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

20. 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.

22. 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.

ATTACHMENT “D” SAMPLE CONTRACT

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>

30. 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.

32. Requirements Pertaining Only to State-Funded Grants:

A. 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.

(End of Standard Provisions)