



Town of Sharon

Request for Proposals

**Bank Stabilization Repairs
due to July 10th, 2023 Flooding**

ISSUANCE DATE May 23rd, 2024

PRE-BID MEETING.....May 29th, 2024 8:00AM

DEADLINE FOR QUESTIONS.....June 3rd, 2024

DEADLINE FOR ADDENDA.....June 5th, 2024

DEADLINE FOR SUBMITTALS..... June 12th, 2024 at 2:00PM

RFP Contact:
Nicola Shipman, Selectboard Assistant
selectboard@sharonvt.net
(802) 763-8268 ext. 4

Prepared by the Town of Sharon

Sharon_4720DR_04
Request for Proposals

TABLE OF CONTENTS

Eligibility.....	2
Project Background	2
Project Description	2
Type of Construction	2
Pre-Bid Meeting	2
Contract Requirements.....	2
Scope of Work	2
General Information.....	2
Pricing	3
Submission Instructions	3
General Provisions	3
Evaluation and Contract Award.....	4
FAY BROOK ROAD BID FORM	6
Attachment A – Scope of Work.....	7
Attachment B – VTrans Specifications.....	8
Stone Fill Slope Protection.....	8
Attachment C – VTrans Specifications.....	9
Stone Fill Slope Protection with Stone Toe Wall	9
Attachment D – FEMA Contract Provisions Quick Guide.....	10
Attachment E– Photo and Map	12

Sharon_4720DR_04
Request for Proposals

Eligibility

This procurement is open to those bidders who satisfy the minimum qualifications stated herein and are available for work in the State of Vermont.

Project Background

TH-17, locally known as Fay Brook Road, experienced a bank slide as a result of flood damage on July 10th, 2023. The Town of Sharon is seeking Public Assistance (PA) grant funding through FEMA for permanent repairs.

Project Description

GPS Location: 43.81616, -72.43974

Damage Description:

Approximately 510CY of Embankment, 82FT long x 6FT wide x 28FT deep, was eroded due to flooding.

Type of Construction

The Town seeks to stabilize the bank using VTrans specifications for Stone Fill Slope Protection (with or without Toe Wall as appropriate; see ATTACHMENT B or C). This site will likely require specialized equipment such as a long arm excavator.

Pre-Bid Meeting

There will be a pre-bid meeting on Wednesday, May 29th, 2024 at 8:00AM on site. Contractors submitting a bid are expected to visit site in advance of bid submittal. Information for identifying sites is included. (See Maps and Photos)

Contract Requirements

In addition to the Town's standard contract, Contractors shall be required to comply with Federal Emergency Management Agency (FEMA) contract provisions for Public Assistance Funding, which can be found at: https://www.fema.gov/sites/default/files/2020-07/fema_procurement_contract-provisions-template.pdf (ATTACHMENT E).

Scope of Work

1. The Town is seeking a contractor to perform all services as specified in ATTACHMENT A, which is considered part of this Request for Proposal by reference.
2. Submissions may recommend additional or alternative services which are believed to provide more efficient and/or comprehensive means to meet the Town's project goals as set forth in ATTACHMENT A.
3. Terms and conditions may be further defined in a formal contract.

General Information

1. **Right to Accept or Reject Proposals:** The Town reserves the right to accept or reject any proposal, at their sole discretion, and to award a contract based solely on their determination of the best proposal considering all circumstances and conditions applicable to this project.

Sharon_4720DR_04
Request for Proposals

2. **Right to Cancel or Postpone the Project:** The Town reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.
3. **Right to Retain:** Proposals submitted become the property of the Town of Sharon.

Pricing

1. The Town will not make advance, incremental or partial payments. All work must be satisfactorily completed before being invoiced.
2. There is no expressed or implied obligation on the part of the Town to reimburse bidders for any expenses incurred in preparing or presenting proposals in response to this request.

Submission Instructions

1. Bids may be submitted by mail, in person or electronically
 - a. Email proposals must be provided in PDF format and sent to the attention of Nicola Shipman, Selectboard Assistant. The subject line shall include: **SHARON_4720DR_04**
Email: selectboard@sharonvt.net.
 - b. For mailed or hand-delivered proposals, provide two (2) sealed proposals. Sealed bids shall be clearly marked in the lower left-hand corner:
TOWN OF SHARON SELECTBOARD ASSISTANT
SHARON_4720DR_04
CONTRACTOR NAME
DUE DATE AND TIME
Mail to: Town of Sharon Selectboard, PO Box 250, Sharon, VT 05065
Deliver to: Town of Sharon Selectboard, 15 School Street, Sharon, VT 05065
2. Respondents are required to use the Bid Form provided. Failure to use the enclosed form shall be deemed as non-responsive and shall invalidate any submittal. Additional materials which clarify and/or supplement the response form may be attached to the Bid Proposal Form.
3. Any bid may be withdrawn in writing prior to the scheduled time for the opening of bids. Any bids received after the time and date specified shall not be considered. Bidders shall bid to specifications and any exceptions must be noted. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on his/her behalf without connection with or obligation to any undisclosed person or firm.
4. Bid opening shall take place immediately following the submittal deadline
5. Bids will be reviewed at a public meeting of the Selectboard soon after the submission deadline.

General Provisions

1. **RFP Coordinator Contact Information**
All communication between the bidder and the Town upon release of this RFP shall be with the Selectboard Assistant. Any other communication will be considered unofficial and non-binding on the Town. Bidders are to rely on written statements issued by the Selectboard Assistant.

Nicola Shipman, Selectboard Assistant
15 School Street, Sharon VT 05065
Phone: 802-763-8268, ext. 4
Email: selectboard@sharonvt.net

2. Commitment of Funds

The Town of Sharon Selectboard is the only entity that may legally commit the Town to the expenditure of funds for a contract resulting from this RFP. No costs chargeable to the proposed contract may be incurred before receipt of a fully and properly executed contract.

3. Insurance Requirements

- a. The Contractor will furnish the Town with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.
- b. The Contractor shall, at its own expense, obtain and keep in force insurance coverage during the full term of the contract. Upon the Town's acceptance of the Contractor's proposal, a Certificate of Insurance shall be provided to the Town by the Contractor or the Contractor's insurance company before any work is performed. The Contractor's policies shall name the "Town of Sharon, Vermont" as an additional insured.
- c. By submitting a bid, Bidder warrants and promises that it will comply with all State of Vermont and federal requirements for the transportation, storage and handling of any product or materials to be provided under this bid. The awarded Contractor shall indemnify the Town and its representatives against any claim, loss, damage, or liability arising from any such law or regulation related to any activity of Contractor or its agents or employees. The awarded Contractor shall be responsible for all damage to property, or injury to persons, arising out of any act or failure to act on the part of its agents or employees. They shall indemnify and hold harmless the Town from any and all demands, suits, or judgments arising in conjunction with or as a result of the Contractor's performance of this contract.
- d. Liability Insurance -- Contractor shall maintain Commercial General Liability Insurance with a limit of not less than \$1,000,000 per each occurrence and General Aggregate coverage of at least \$2,000,000.
- e. Automobile Liability Insurance -- Contractor shall maintain automobile liability coverage with a Combined Single Limit of at least \$1,000,000.
- f. Workers' Compensation -- The Contractor will, at all times during its service to the Town, comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The Town will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Evaluation and Contract Award

A. Evaluation Procedure

1. Proposals will be evaluated in accordance with the requirements stated in this request and the Town of Sharon Procurement Policy.

2. The Selectboard Assistant may contact the bidder for clarification of any portion of the bidder's proposal.
3. Responsive bids must include:
 - ☐ Proof of insurance
 - ☐ Proposal with project timeline included with supportive documents if needed
 - ☐ Completed bid forms signed by authorized agent

B. Evaluation and Selection Criteria

The Town will consider the following criteria when evaluating and selecting proposals:

- ☐ Price
- ☐ Clarity and completeness of the submitted proposal.
- ☐ Bidder's ability to perform within the specified time limits.
- ☐ Bidder's experience and reputation, including past performance for the Town of Sharon
- ☐ Quality of the materials and services specified in the bid.
- ☐ Bidder's ability to meet other terms and conditions, including insurance and bond requirements, if any
- ☐ Any other factors that the Town determines are relevant and appropriate in connection with a given project or service.

C. Notification to Bidders

The RFP Coordinator will notify the apparently successful Contractor of the Town's selection as soon as possible following the Selectboard's acceptance of the bid and awarding of a contract.

D. Start of Work

Work will commence on a date and time mutually agreed to by the Town and the Contractor, following the execution of an approved and signed contract.

-continue to Bid Forms-

FAY BROOK ROAD BID FORM

Primary Contact: _____

Name of Business: _____

Physical Address: _____

Mailing Address: _____

Daytime Phone: _____ Cell Phone: _____

Email: _____

The undersigned proposes to provide all services necessary to perform all work outlined in this RFP.

The undersigned's proposal for the firm fixed-price sum as follows:

Firm Fixed-Price Bid: Fay Brook Road Bank Stabilization

Labor:	\$
Equipment:	\$
Materials:	\$
Bid Total:	\$

DELIVERY DATE AND ACCEPTANCE If awarded this contract within thirty (30) days after the time set for the opening of bids, Contractor agrees to provide work and materials as proposed without escalation of prices, and to complete installation as outlined in the aforementioned scope of work.

Respectfully Submitted,

Signature: _____

Name: _____

Company: _____

Title: _____

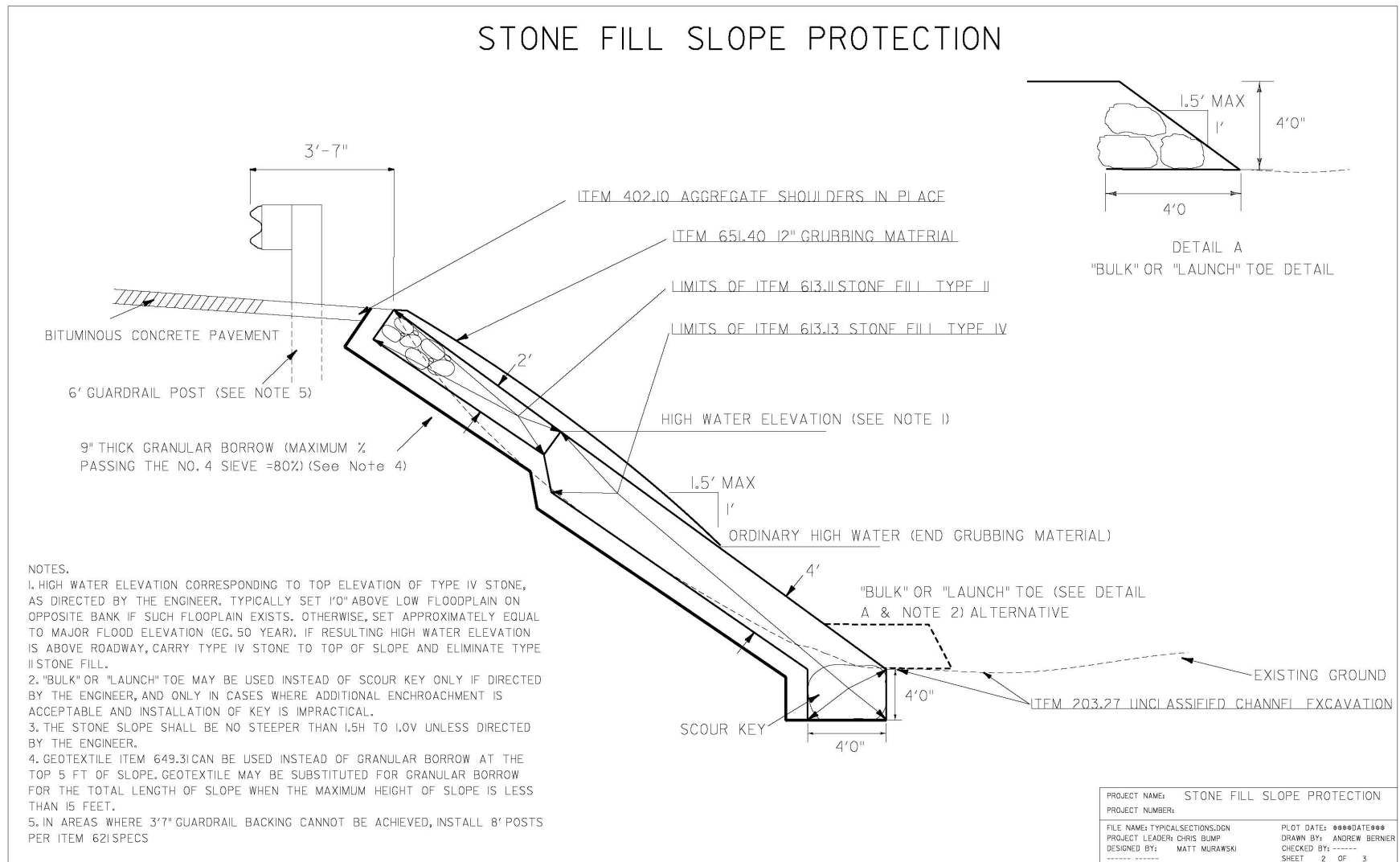
Attachment A – Scope of Work

The following is the scope of work for Bidders to use in coordination with the attached plans in preparing for and constructing this project. The scope is not intended to be comprehensive for all steps necessary to complete this project. Bidders shall be responsible for identifying all work necessary to complete the project and include all costs in their submitted bid price.

1. **Specifications:** All materials and construction shall conform to the State of Vermont Agency of Transportation Standard Specifications for Construction dated 2024 and its latest revisions.
2. **Permitting:** The Town shall secure the necessary permits.
3. **Road Closure Traffic Control** – The Contractor shall be responsible for installing barriers and protective devices to prevent vehicles from entering the road closure project area. Contractor shall follow MUTCD guidelines for vehicular safety including Road Closure Signage, Reflectors, and Barrels in front of fixed barricades. Contractor will submit their plan for the roadway closure traffic control to the Road Foreman in advance for review and acceptance. The Town shall maintain roadway detour signage beyond the project limits.
4. **Clearing and Grubbing** – The Contractor shall limit clearing and grubbing to the areas only as needed to complete the header and culvert repairs/replacement.
5. **Excavation and Backfill** – Excavated material may be stockpiled in piles for re-use. Contractor shall take care to keep Earth Borrow material separate from suitable Road Base material. Contractor shall notify Road Foreman prior to the placement of Road Base material for confirmation that it is suitable for re-use within the roadway. Contractor shall be responsible for hauling and disposing of unsuitable soils and shall comply with FEMA's requirements.
6. **Finish** – Contractor will finish disturbed areas with topsoil, seed, fertilizer, and mulch where necessary to ensure regrowth and stabilization of slopes.
7. **Funding:** FEMA Public Assistance grant funding with combined Federal and Municipal share not to exceed \$46,000.00.
8. **Schedule:** Any in stream work initiated shall be completed on or before October 1st, 2024.
9. **Bank Stabilization** – Contractor will stabilize the bank as outlined in the VTrans Specifications provided for Stone Fill Slope Protection with or without Stone Toe Wall as appropriate to conditions.
10. **Material:** All borrow, or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. FEMA must review the source for any non-commercial source or commercial source that was not permitted to operate prior to the event.
11. **Contract Requirements:** The Contractor is made aware that they shall be required to comply with FEMA Contract Provisions.

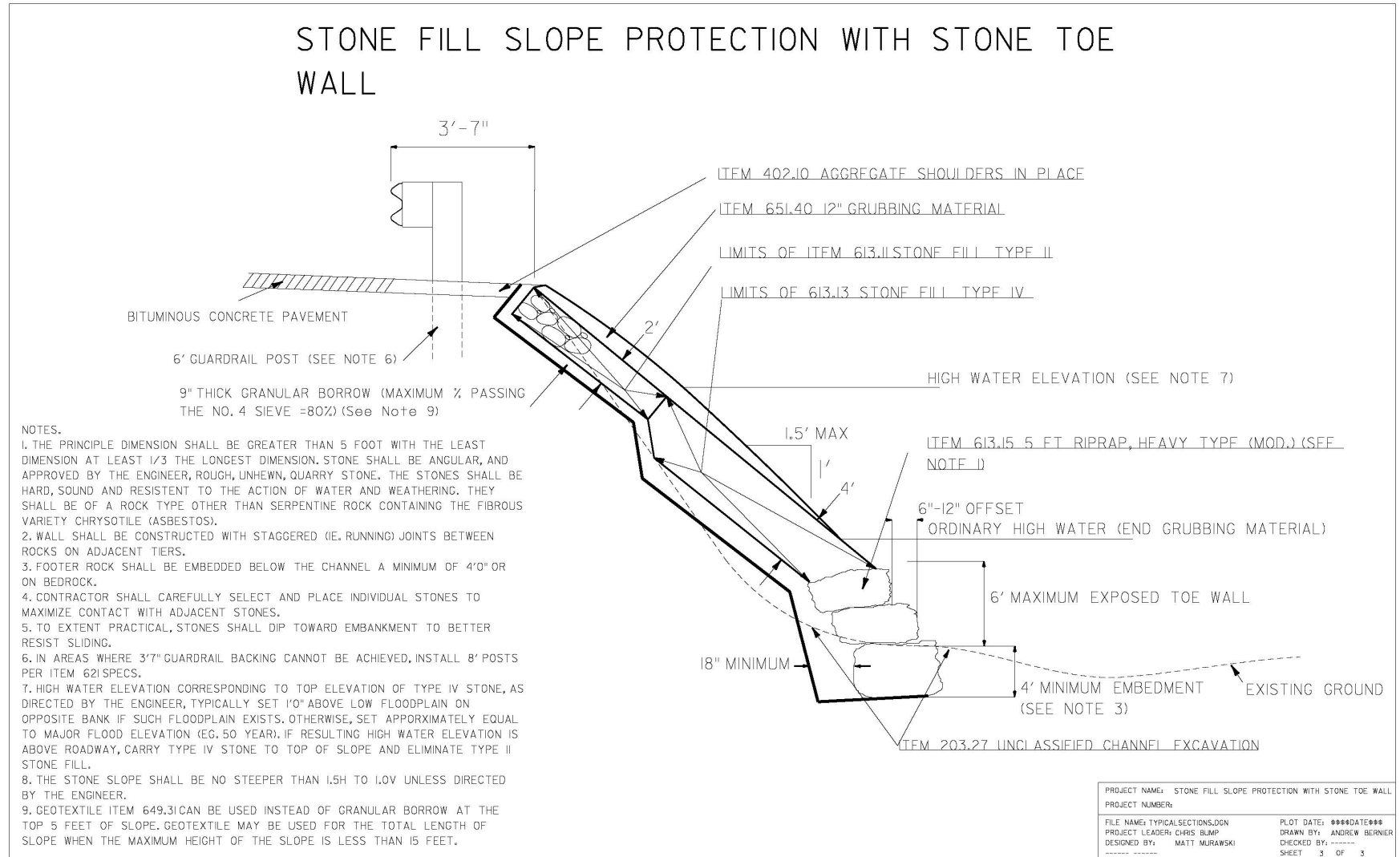
Attachment B – VTrans Specifications

Stone Fill Slope Protection



Attachment C – VTrans Specifications

Stone Fill Slope Protection with Stone Toe Wall



Attachment D – FEMA Contract Provisions Quick Guide

Contract Provisions Guide

Contract Provisions Quick Reference Guide

Tables A and B are designed to help FEMA grant recipients and subrecipients conduct a quick reference of the applicability of a specific contract provision and whether sample contract language is included within this Guide to incorporate within the NFE's contract.

The Tables are divided between the required contract provisions set forth under 2 C.F.R. Part 200 Appendix II and those that FEMA *recommends* in addition to those required by 2 C.F.R. Part 200.

Table A: Required Contract Provisions (*continued next page*)

	Provision (Appendix II Section)	Applicability	Sample Contract Language Included
1	Legal/contractual/administrative remedies for breach of contract	Greater than Simplified Acquisition Threshold (SAT)- \$250,000	No. It is based on NFE's procedures.
2	Termination for cause and convenience	Greater than \$10,000	No. It is based on NFE's procedures.
3	Equal Employment Opportunity	Construction work	Yes. Exact language from 41 C.F.R. § 60-1.4(b) included.
4	Davis-Bacon Act	Construction work	Yes, via reference to required language at 29 C.F.R. § 5.5(a).
5	Copeland "Anti-Kickback" Act	Construction work greater than \$2,000	Yes.
6	Contract Work Hours and Safety Standards Act	Greater than \$100,000 + mechanics or laborers	Yes. Exact language required from 29 C.F.R. § 5.5(b).
7	Rights to inventions made under a contract or agreement	Funding agreement	Yes.
8	Clean Air Act and federal Water Pollution Control Act	Greater than \$150,000	Yes.
9	Debarment and Suspension	Greater than \$25,000	Yes.
10	Byrd Anti-Lobbying Amendment	Greater than \$100,000; and Certification required for all contracts greater than \$100,000	Yes. Clause and certification.

Sharon_4720DR_04
Requests for Proposals

Contract Provisions Guide

	Provision (Appendix II Section)	Applicability	Sample Contract Language Included
11	Procurement of Recovered Materials	NFE is a state or political subdivision of a state. Work involves the use of materials and the contract is for more than \$10,000.	Yes.
12	Prohibition on Contracting for Covered Telecommunications Equipment or Services	All FEMA declarations and awards issued on or after November 12, 2020.	Yes.
13	Domestic Preferences for Procurements	All FEMA declarations and awards issued on or after November 12, 2020.	Yes.

Table B: Recommended Contract Provisions

	Provision	Applicability	Sample Contract Language Included
1	Access to Records	All	Yes.
2	Contract Changes or Modifications	All	No. It depends on nature of contract and end-item procured.
3	DHS Seal, Logo, and Flags	All	Yes.
4	Compliance with federal Law, Regulations and Executive Orders	All	Yes.
5	No Obligation by Federal Government	All	Yes.
6	Program Fraud and False or Fraudulent Statements or Related Acts	All	Yes.
7	Affirmative Socioeconomic Steps	State entities: all FEMA declarations and awards issued on or after November 12, 2020. Non-state entities: all procurements	Yes.
8	Copyright	All procurements that may involve creation of copyrightable material.	Yes.

Attachment E– Photo and Map





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Eligibility.....	2
Project Background	2
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Contract Requirements.....	2
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Pricing	3
Submission Instructions	3
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Evaluation and Contract Award.....	4
FAY BROOK ROAD BID FORM	6
Attachment A – Scope of Work.....	7
Fay Brook Road Bank Stabilization	7
Attachment B – VTrans Specifications.....	8
Stone Fill Slope Protection.....	8
Attachment C – VTrans Specifications.....	9
Stone Fill Slope Protection with Stone Toe Wall	9
Attachment D – FEMA Contract Provisions Quick Guide.....	10
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CONTRACTOR NAME
DUE DATE AND TIME
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- ☐ Clarity and completeness of the submitted proposal.
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- ☐ Quality of the materials and services specified in the bid.
- ☐ Bidder's ability to meet other terms and conditions, including insurance and bond requirements, if any
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D. Start of Work

Work will commence on a date and time mutually agreed to by the Town and the Contractor, following the execution of an approved and signed contract.

-continue to Bid Forms-

FAY BROOK ROAD BID FORM

Primary Contact: _____

Name of Business: _____

Physical Address: _____

Mailing Address: _____

Daytime Phone: _____ Cell Phone: _____

Email: _____

The undersigned proposes to provide all services necessary to perform all work outlined in this RFP.

The undersigned's proposal for the firm fixed-price sum as follows:

Firm Fixed-Price Bid: Fay Brook Road Bank Stabilization

Labor:	\$
Equipment:	\$
Materials:	\$
Bid Total:	\$

DELIVERY DATE AND ACCEPTANCE If awarded this contract within thirty (30) days after the time set for the opening of bids, Contractor agrees to provide work and materials as proposed without escalation of prices, and to complete installation as outlined in the aforementioned scope of work.

Respectfully Submitted,

Signature: _____

Name: _____

Company: _____

Title: _____

Attachment A – Scope of Work

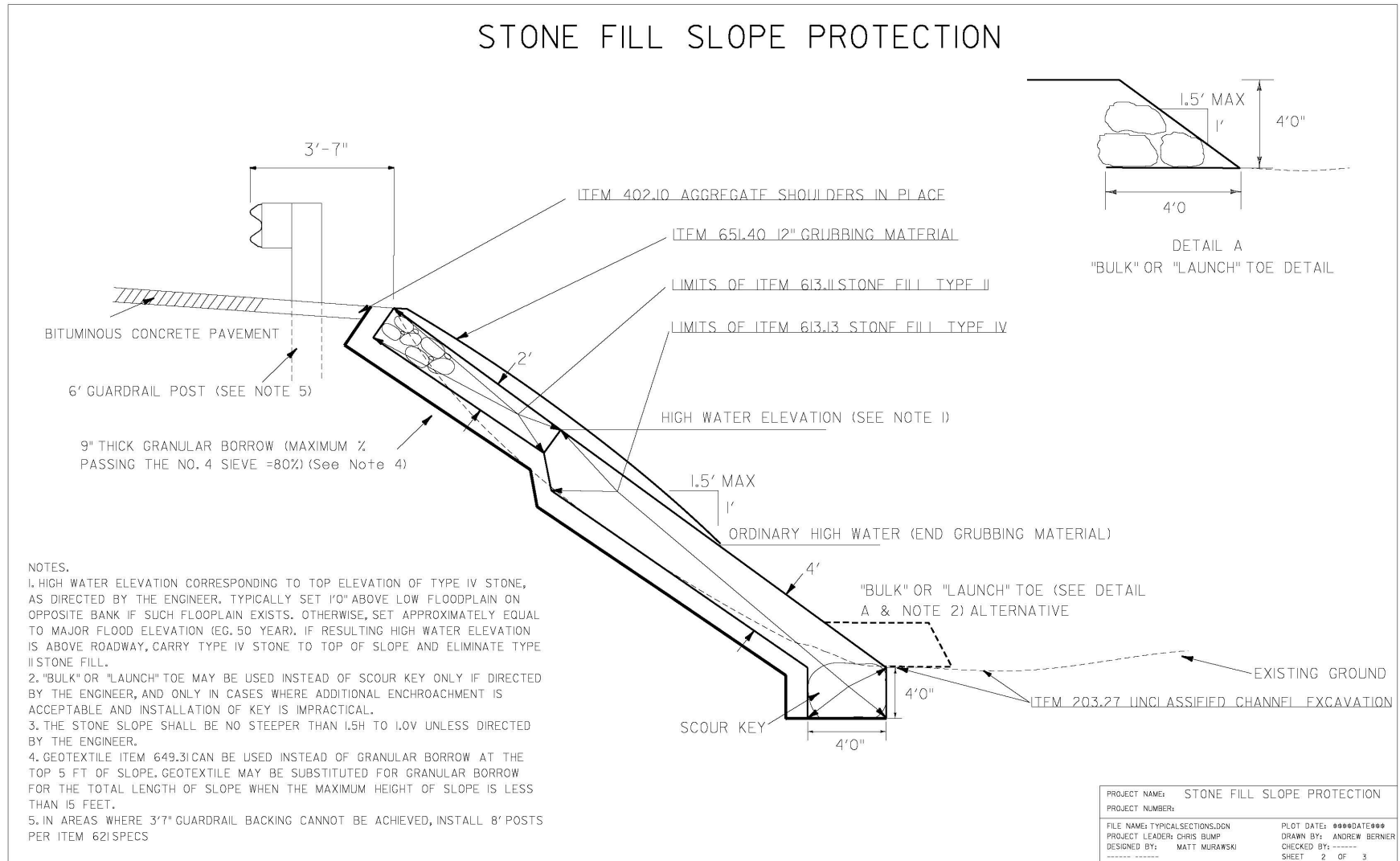
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Fay Brook Road Bank Stabilization

1. **Specifications:** All materials and construction shall conform to the State of Vermont Agency of Transportation Standard Specifications for Construction dated 2024 and its latest revisions.
2. **Permitting:** The Town shall secure the necessary permits.
3. **Road Closure Traffic Control** – The Contractor shall be responsible for installing barriers and protective devices to prevent vehicles from entering the road closure project area. Contractor shall follow MUTCD guidelines for vehicular safety including Road Closure Signage, Reflectors, and Barrels in front of fixed barricades. Contractor will submit their plan for the roadway closure traffic control to the Road Foreman in advance for review and acceptance. The Town shall maintain roadway detour signage beyond the project limits.
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7. **Funding:** FEMA Public Assistance grant funding with combined Federal and Municipal share not to exceed \$46,000.00.
8. **Schedule:** Any in stream work initiated shall be completed on or before October 1st, 2024 as required by VT ANR permitting.
9. **Bank Stabilization** – Contractor will stabilize the bank method outlined in the VTrans Specifications provided for Stone Fill Slope Protection with or without Stone Toe Wall as appropriate to conditions.
10. **Material:** All borrow, or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. FEMA must review the source for any non-commercial source or commercial source that was not permitted to operate prior to the event.
11. **Contract Requirements:** The Contractor is made aware that they shall be required to comply with FEMA Contract Provisions.

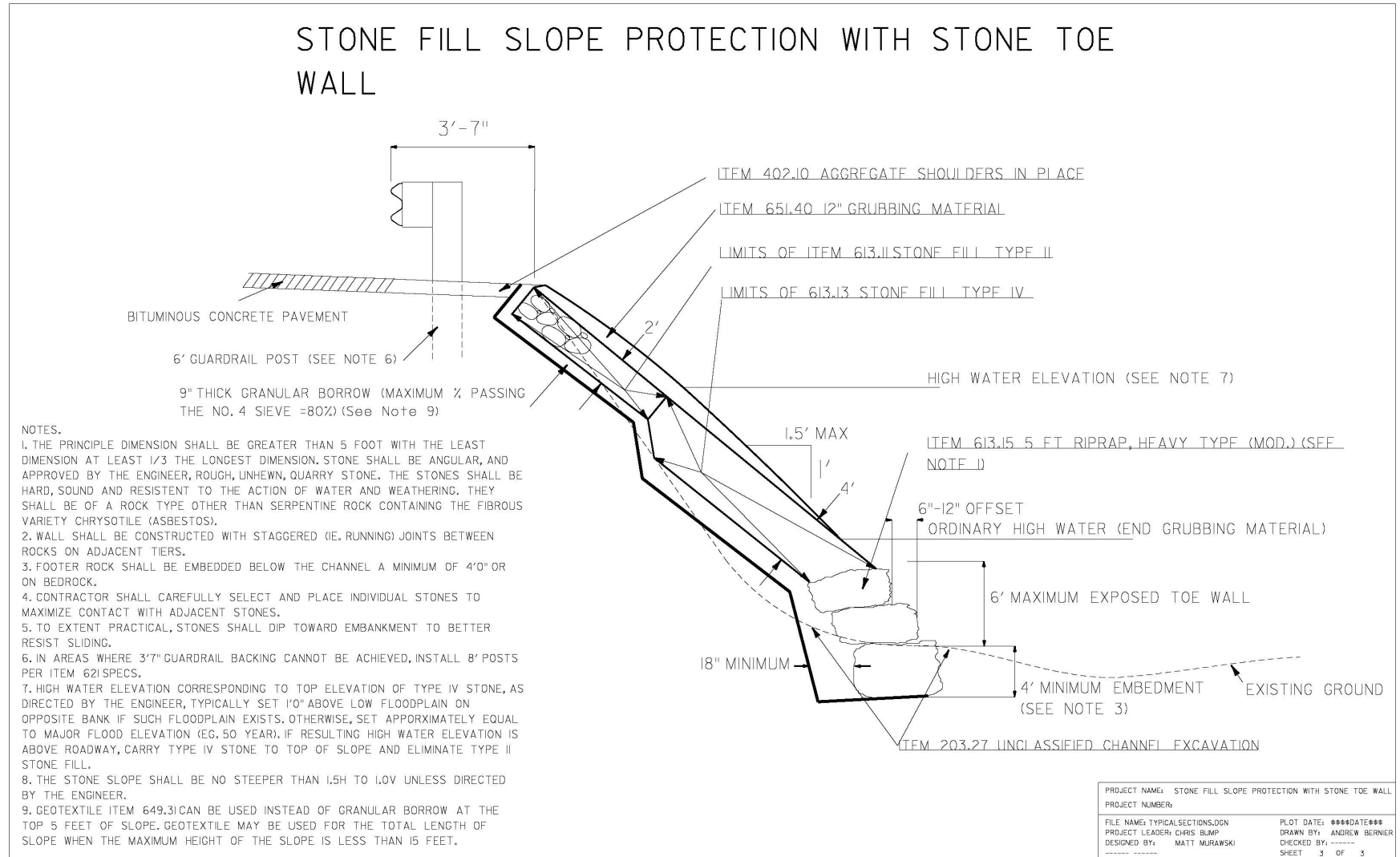
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Stone Fill Slope Protection



Attachment C – VTrans Specifications

Stone Fill Slope Protection with Stone Toe Wall



Attachment D – FEMA Contract Provisions Quick Guide

Contract Provisions Guide

Contract Provisions Quick Reference Guide

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The Tables are divided between the required contract provisions set forth under 2 C.F.R. Part 200 Appendix II and those that FEMA *recommends* in addition to those required by 2 C.F.R. Part 200.

Table A: Required Contract Provisions (*continued next page*)

	Provision (Appendix II Section)	Applicability	Sample Contract Language Included
1	Legal/contractual/administrative remedies for breach of contract	Greater than Simplified Acquisition Threshold (SAT)- \$250,000	No. It is based on NFE's procedures.
2	Termination for cause and convenience	Greater than \$10,000	No. It is based on NFE's procedures.
3	Equal Employment Opportunity	Construction work	Yes. Exact language from 41 C.F.R. § 60-1.4(b) included.
4	Davis-Bacon Act	Construction work	Yes, via reference to required language at 29 C.F.R. § 5.5(a).
5	Copeland "Anti-Kickback" Act	Construction work greater than \$2,000	Yes.
6	Contract Work Hours and Safety Standards Act	Greater than \$100,000 + mechanics or laborers	Yes. Exact language required from 29 C.F.R. § 5.5(b).
7	Rights to inventions made under a contract or agreement	Funding agreement	Yes.
8	Clean Air Act and federal Water Pollution Control Act	Greater than \$150,000	Yes.
9	Debarment and Suspension	Greater than \$25,000	Yes.
10	Byrd Anti-Lobbying Amendment	Greater than \$100,000; and Certification required for all contracts greater than \$100,000	Yes. Clause and certification.

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Requests for Proposals

Contract Provisions Guide

	Provision (Appendix II Section)	Applicability	Sample Contract Language Included
11	Procurement of Recovered Materials	NFE is a state or political subdivision of a state. Work involves the use of materials and the contract is for more than \$10,000.	Yes.
12	Prohibition on Contracting for Covered Telecommunications Equipment or Services	All FEMA declarations and awards issued on or after November 12, 2020.	Yes.
13	Domestic Preferences for Procurements	All FEMA declarations and awards issued on or after November 12, 2020.	Yes.

Table B: Recommended Contract Provisions

	Provision	Applicability	Sample Contract Language Included
1	Access to Records	All	Yes.
2	Contract Changes or Modifications	All	No. It depends on nature of contract and end-item procured.
3	DHS Seal, Logo, and Flags	All	Yes.
4	Compliance with federal Law, Regulations and Executive Orders	All	Yes.
5	No Obligation by Federal Government	All	Yes.
6	Program Fraud and False or Fraudulent Statements or Related Acts	All	Yes.
7	Affirmative Socioeconomic Steps	State entities: all FEMA declarations and awards issued on or after November 12, 2020. Non-state entities: all procurements	Yes.
8	Copyright	All procurements that may involve creation of copyrightable material.	Yes.

Attachment E– Photo and Map

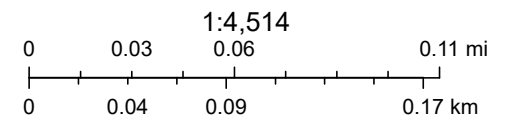


Fay Brook Road Bank Stabilization



5/15/2024, 12:09:32 PM

- VT Parcels
- Green: Band_2
- Blue: Band_3
- Red: Band_1
- E911 Site Locations (address points)



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