

# CITY OF BURLINGTON

## Request for Proposals

to provide Technical Assistance to the City's Ventilation Improvement Program for the Small Business and Non-Profit Community

City of Burlington, Vermont

Issued: Thursday, January 28, 2021

Due: Wednesday, February 3, 2021, 5:00 PM EST

### I. PROJECT BACKGROUND

The City of Burlington's Community and Economic Development Office (the "City") is seeking proposals from a Qualified Engineering Consultant ("Consultant") to provide technical assistance to the newly launched Ventilation Improvement Program (VIP) designed to support the ventilation needs of the city's small business and non-profit community. This program will not only help ensure the safety of staff, cliental and the wider community, but will play a role in the long-term economic vitality of these entities during the time of – and post – covid19. This effort, funded at a total of \$96,000, will offer grants to organizations to make recommended improvements of up to \$10,000 including but not limited to including, but not limited, to portable HEPA filters, air filter retrofits (such as upgrades to MERV23 filters to allow for increased filtration), lower cost system add-on energy recovery ventilation (ERV), heat recovery ventilation (HRV) systems and ultraviolet germicidal irradiation (UVGI), and if needed, larger HVAC retrofit projects. In addition, businesses and non-profits will receive technical assistance to identify the optimal strategy for their building and intended uses to improve ventilation and minimize the airborne transfer of the COVID19 virus in their facility. Approximately 20% of the total project budget will be dedicated to the provision of technical assistance, as detailed below.

### SCOPE OF WORK

The general scope of tasks to be completed are as follows:

1. Research prospective business and non-profit grant recipients provided by the City of Burlington, including data gathering via the Assessor's data base and other on-line sources. Based on that information, the devise a list of key business and non-profit facility use types.
2. Produce a site assessment form that can be tailored to each grant participant's needs and used to stimulate technology deployment throughout the small business and non-profit community.
3. Clearly communicate to property owners, and to the extent possible and necessary, business and non-profit stakeholders, the recommended ventilation strategies and actions. Conduct site visits as necessary.

4. Conduct air flow measurements as necessary, verify recommended equipment and/or detail necessary performance requirements.

## **II. RESPONSE FORMAT**

All proposals in response to this Request for Proposals must be received in a sealed envelope clearly marked “Ventilation Improvement Program” to the below point of contact and by the date and time provided. Late proposals will not be accepted under any circumstances. Electronic proposals are preferred as long as they are received by the point of contact by the required deadline. It is the responsibility of the firm submitting proposals to ensure that the point of contact has received a completed proposal by the required deadline.

### Point of Contact:

Jennifer Green  
Burlington Electric Department  
585 Pine Street  
Burlington, VT 05401  
jgreen@burlingtonelectric.com  
802-922-5600

Due Date/Time: Wednesday, February 3, 2021, 5:00 PM EST

## **III. CONSULTANT SELECTION**

Proposals will be reviewed and evaluated by City staff based on the information provided. The Proposals will be rated according to the following criteria (Total of 40 points possible):

1. Qualifications (15 points possible)
  - a. Employees/Workers/(Sub)Contractors: Each member of the Consultant’s project team shall be discussed in the proposal and their qualifications for performing the necessary tasks. The discussion of each member’s qualification shall include the member’s abilities, relevant experience, education, and time availability for work on this project for the entire duration of the project. Particular detail shall be included to present the relevant expertise of the professional who will oversee the work.
  - b. Experience: the proposal should demonstrate the Consultant’s practical experience implementing Covid-19 readiness upgrade measures, and given the emerging challenges of Covid-19, the ability to respond quickly, efficiency, and to work with a high degree of flexibility.

- c. Communication: the proposal should demonstrate the Consultant's ability to communicate clearly and effectively with a range of stakeholders, including property owners, small business owners and others, and other non-technical specialists.
2. Understanding and Approach (15 points possible)
- a. A clear understanding of the project scope of work shall be demonstrated by the proposal.
  - b. Demonstrated familiarity with the ASHRAE and CDC Covid-19 ventilation guidelines.
  - c. A demonstrated approach to the work that is well organized, efficient, flexible, and responsive, and promotes the highest quality outcome possible for the City.
3. Cost and Schedule (10 points possible)
- a. The estimate of time and fees required to perform the technical assistance noted above, and the ability to provide experienced professional services in a timely and efficient manner.

Additional information may be requested prior to final selection. Final costs will be determined through negotiations with the selected firm.

#### **IV. SUBMISSIONS**

Consultants are encouraged to be concise. Consultants may partner with other firms, local or otherwise, in order to provide the best possible proposal for ensuring quality and efficient completion of the project tasks. All proposals must include, at a minimum, the following:

1. A cover page including the Request for Proposals title and applicant firm's name and office location.
2. A summary of the Consultants' understanding and approach of the project Scope of Work.
3. A description of information and participation the Consultant desires from City staff.
4. A Statement of Qualifications applicable to this project including the names, qualifications and proposed duties of the Consultants' staff to be assigned to this project; a listing of recent similar projects completed, including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City should contact.
5. A schedule of the work including proposed dates for each component of the Scope of Work above.

6. A copy of the Consultant's hourly rate schedule for all personnel, and project costs anticipated to be involved in the project, and a stated that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. All extra work will require prior approval from the City.
7. Signed Livable Wage, Outsourcing and Union Deterrence Certifications with the Proposals, see below under "Attachments".

## **V. CONTRACTING**

The Consultant, prior to being awarded a contract, shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>. The contract will not be executed until the Consultant is registered with the Secretary of State's Office. The successful Consultant will be expected to execute sub-agreements for each sub-consultant named in the proposal upon award of this contract.

Prior to beginning any work, the Consultant shall obtain Insurance Coverage in accordance with the Burlington Consultant Conditions (Exhibit C in this RFP). The certificate of insurance coverage shall be documented on forms acceptable to the City.

## **VI. AGREEMENT REQUIREMENTS**

The selected consultant will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited those in the Burlington Consultant Conditions (Exhibit B) and the attached Draft Agreement (Exhibit C).

## **VII. LIMITATIONS OF LIABILITY**

The City assumes no responsibility or liability for the response to this Request for Proposals.

## **VIII. COSTS ASSOCIATED WITH PROPOSAL**

Any costs incurred by any person or entity in preparing, submitting, or presenting a proposal are the sole responsibility of that person or entity. The City will not reimburse any person or entity for any costs incurred.

## **IX. INDEMNIFICATION**

Any party responding to this Request for Proposals is acting in an independent capacity and not as an officer or employee of the City. Any party responding to this Request for Proposals will be required to indemnify, defend, and hold harmless the City, its officers, and employees from all

liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the responding party's acts and/or omissions in or related to the submission of the response.

#### **X. REJECTION OF PROPOSALS**

The City reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract to the proposal the City deems will meet its best interests, even if that proposal is not the lowest bid. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals. This Request for Proposals in no way obligates the City to award a contract.

#### **XI. OWNERSHIP OF DOCUMENTS**

Any materials submitted to the City in response to this Request for Proposals shall become the property of the City unless another arrangement is made by written agreement between the City and the responding party. The responding party may retain copies of the original documents.

#### **XII. DUTY TO INFORM CITY OF BID DOCUMENT ERRORS**

If a bidder knows, suspects, or has reasonable cause to believe, that an error or omission exists in any of the bid documents, including but not limited to unit prices and rate calculations, the bidder shall immediately give the City written notice thereof. Consultants shall not cause or permit any work to be conducted that may related to the error or omission without first receiving written acknowledgment from the City that City representatives understand the possible error or omission and have approved the requested modifications to the bid or contract documents or that the may proceed without any modification being made to the bid or contract documents.

#### **XIII. PUBLIC RECORDS**

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the City consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

#### **XIV. PUBLIC HEALTH EMERGENCIES**

Bidders are advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, including the current pandemic of Novel Coronavirus (COVID-19), may introduce significant uncertainty into the project, including disruption of timelines or revised practices. Consultants shall consider public health emergencies as they develop project schedules and advance the work.

The City may require a public health emergency plan be submitted as part of the bid. This plan will contain:

- 1) Measures to manage risk and ensure that potential impacts to safety and mobility are mitigated in accordance with health and safety standards and guidelines proposed by local, state, and federal agencies;
- 2) A schedule for possible updates to the plan in advance of the start of work; and
- 3) Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

The City will have sole discretion to approve, deny, or require changes to this plan as a condition of consideration of the bid, will retain the right to inspect all work to ensure compliance with health and safety standards, and may at any time require the consultant to stop work because of the emergency.

If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to public emergencies, including the current pandemic of Novel Coronavirus (COVID-19), will be excusable, but will not be compensable.

## **XV. EXHIBITS**

- A. Exhibit A: Ordinances and Certificates of Compliance
- B. Exhibit B: Burlington Consultant Conditions
- C. Exhibit C: Draft Consultant Agreement
- D. Exhibit D: Livable Wage, Outsourcing and Union Deterrence Certifications