

# REQUEST FOR PROPOSAL **REVISED**

## FAIRFIELD SWAMP POND DAM HYDROLOGIC/HYDRAULIC ANALYSES, STABILITY ANALYSES, HISTORICAL ASSESSMENT, AND ALTERNATIVES ANALYSIS

### VERMONT DEPARTMENT OF FISH & WILDLIFE

**ISSUE DATE:** **June 8, 2026**

**SITE SHOWING:** Bidders are encouraged to visit the site at their convenience. A guided site visit can be arranged upon request.

**QUESTIONS DUE BY:** **July 10, 2026**

**RFP RESPONSES DUE BY:** **July 24, 2026 4:30 pm EDT**

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND ADDENDUMS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:

<http://www.vermontbusinessregistry.com>

THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK

<http://www.vermontbusinessregistry.com>

FOR ANY AND ALL NOTIFICATIONS, RELEASES AND AMENDMENTS ASSOCIATED WITH THE RFP.

**STATE CONTACT:**  
**TELEPHONE:**  
**E-MAIL:**

**Toni Mikula**  
**(802) 622-4525**  
[toni.mikula@vermont.gov](mailto:toni.mikula@vermont.gov)

1. **OVERVIEW:**

- 1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the Vermont Department of Fish & Wildlife is seeking to establish a contract with a company that can complete analyses of the POOR condition Fairfield Swamp Pond Dam (State ID No. 205.01) and in combination with existing analyses and completed work, provide alternatives to repair the dam to bring it into compliance with dam safety requirements. . The major work items include:
- 1.1.1. Perform preliminary historic/archeologic assessment to help inform potential rehabilitation alternatives.
  - 1.1.2. update the existing hydrologic and hydraulic analysis and use it to confirm the hazard potential classification of the dam.
  - 1.1.3. update the dam stability assessment using results from the recent subsurface exploration program,
  - 1.1.4. Refine existing/identify new rehabilitation alternatives to address all deficiencies, including probable cost estimates, permitting requirements, etc.

The State is seeking firms that have the qualifications and demonstrated experience to perform the work outlined in this RFP.

- 1.2. **CONTRACT PERIOD:** Contracts arising from this request for proposal will be for a period of one year. The proposed contract **start date will be August 1, 2026 and MUST be completed by November 30, 2027.**
- 1.3. **CONTRACT VALUE/QUANTITY:** The estimated value of this contract is .
- 1.4. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.
- 1.5. **BIDDERS' CONFERENCE:** No bidder's conference will be held.
- 1.6. **QUESTION AND ANSWER PERIOD:** Any Contractor requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's website [vermontbusinessregistry.com](http://vermontbusinessregistry.com). Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.
- 1.7. **CHANGES TO THIS RFP:** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at [vermontbusinessregistry.com](http://vermontbusinessregistry.com). Modifications from any other source are not to be considered.
- 1.8. **BID DUE DATE:** Bids shall be submitted by the close of business (4:30 pm) on the date listed on the front page of this RFP and submitted to the contact on the front page of this RFP
- 1.9. **BIDDER ASSISTANCE:** If a bidder requires assistance in preparing their proposal or needs guidance on socioeconomic certifications, the bidder may contact the Procurement Technical Assistance Center (PTAC). PTAC specializes in helping small businesses navigate the documentation associated with State and Federal procurement. Their website is: <https://accd.vermont.gov/economic-development/programs/ptac>
- 1.10. **INSTRUCTIONS FOR BIDDERS:** see sections 5 and 6.

2. **DETAILED REQUIREMENTS:**

- 2.1. Responsibilities for this contractor shall include, but are not limited to dam stability assessment, hazard classification, archeological assessment, and rehabilitation alternatives. Contractors shall bid on and be able to provide all aspects of the RFP, which are detailed below:

- 2.2. The Contractor will be required to provide all equipment, fuel, and labor necessary to provide the services as detailed in this solicitation. All equipment used must be in good operating condition, capable of producing professional looking results. Problems with equipment reliability and job quality will be justification for the Contract Manager to terminate the contract or require equipment upgrades as a condition of contract continuation.

**3. GENERAL REQUIREMENTS:**

- 3.1. **PRICING:** Bidders must price the terms of this solicitation at their best pricing. Any and all costs that Bidder wishes the State to consider must be submitted for consideration. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State.
  - 3.1.1. Prices and/or rates shall remain firm for the initial term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.
- 3.2. **COOPERATIVE AGREEMENTS.** Bidders that have been awarded similar contracts through a competitive bidding process with another state and/or cooperative are welcome to submit the pricing in response to this solicitation.
- 3.3. **RETAINAGE.** In the discretion of the State, a contract resulting from this RFP may provide that the State withhold a percentage of the total amount payable for some or all deliverables, such retainage to be payable upon satisfactory completion and State acceptance in accordance with the terms and conditions of the contract.
- 3.4. **STATEMENT OF RIGHTS:** The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.
  - 3.4.1. **Best and Final Offer (BAFO).** At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.
  - 3.4.2. **Presentation.** An in-person or webinar presentation by the Bidder may be required by the State if it will help the State's evaluation process. The State will factor information presented during presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.
- 3.5. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENTS:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.
  - 3.5.1. **Self Reporting:** For bid amounts exceeding \$250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.
  - 3.5.2. **Subcontractor Reporting:** For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with 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). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list MUST be updated and provided to the State as additional subcontractors are hired. A sample form is available online at <http://bgs.vermont.gov/purchasing-contracting/forms>. **The subcontractor reporting form is not required to be submitted with the bid response.**

**3.6. EXECUTIVE ORDER 05-16: CLIMATE CHANGE CONSIDERATIONS IN STATE PROCUREMENTS:**

For bid amounts exceeding \$25,000.00 Bidders are requested to complete the Climate Change Considerations in State Procurements Certification, which is included in the Certificate of Compliance for this RFP.

After consideration of all relevant factors, a bidder that demonstrates business practices that promote clean energy and address climate change as identified in the Certification, shall be given favorable consideration in the competitive bidding process. Such favorable consideration shall be consistent with and not supersede any preference given to resident bidders of the State and/or products raised or manufactured in the State, as explained in the Method of Award section. But, such favorable consideration shall not be employed if prohibited by law or other relevant authority or agreement.

**3.7. Method of Award:** Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given first to resident bidders of the state and/or to products raised or manufactured in the state, and then to bidders who have practices that promote clean energy and address climate change.

**3.7.1. Evaluation Criteria:** Consideration shall be given to the Bidder's relevant qualifications and experience in conducting similar tasks, ability to provide the services within the defined timeline, cost and unit pricing, and/or success in completing similar projects, as applicable, and to the extent specified below.

**3.8. CONTRACT NEGOTIATION:** Upon completion of the evaluation process, the State may select one or more Vendors with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State. In the event State is not successful in negotiating a contract with a selected Vendor, the State reserves the option of negotiating with another Vendor, or to end the proposal process entirely.

**3.9. COST OF PREPARATION:** Bidder shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.

**3.10. CONTRACT TERMS:** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachment C as attached to this RFP for reference. If IT Attachment D is included in this RFP, terms may be modified based upon the solution proposed by the Bidder, subject to approval by the Agency of Digital Services.

**3.11. BUSINESS REGISTRATION.** To be awarded a contract by the State of Vermont a vendor (except an individual doing business in his/her own name) must be registered with the Vermont Secretary of State's office <https://sos.vermont.gov/corporations/registration/> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/>.

**3.11.1.** The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.

**3.11.2. Payment Terms.** All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent. Payment terms are Net 30 days from receipt of an error-free invoice with all applicable supporting documentation. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

**3.11.3. Quality.** If applicable, all products provided under a contract with the State will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the contractor must meet

all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.

**4. CONTENT AND FORMAT OF RESPONSES:** The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this RFP. **At a minimum, the bid should include a Cover Letter, Price Schedule, References, and Certificate of Compliance.**

- 4.1. **Cover Letter:** Bidders must provide details concerning the form of business organization, company size and resources; describe particular experience relevant to this RFP and list all current or past State projects.
  - 4.1.1. Confidentiality. To the extent your bid contains information you consider to be proprietary and confidential, you must comply with the following requirements concerning the contents of your cover letter and the submission of a redacted copy of your bid (or affected portions thereof).
  - 4.1.2. All responses to this RFP will become part of the contract file and will become a matter of public record under the State's Public Records Act, 1 V.S.A. § 315 et seq. (the "Public Records Act"). If your response must include material that you consider to be proprietary and confidential under the Public Records Act, your cover letter must clearly identify each page or section of your response that you consider proprietary and confidential. Your cover letter must also include a written explanation **for each marked section** explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the bidder if the identified material were to be released. Additionally, you must include a redacted copy of your response for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances may your entire response be marked confidential, and the State reserves the right to disqualify responses so marked.
  - 4.1.3. Exceptions to Contract Terms and Conditions. If a Bidder wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the cover letter to the RFP response. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal.
- 4.2. **References.** Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.
- 4.3. **Price Schedule:** Bidder must fill out this sheet to provide the state with labor rates and any potential reimbursable expenses. This sheet is not meant to limit the bidder in any way. If there are additional staff or rates that are relevant, please include them.
- 4.4. **Certificate of Compliance:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

**5. SUBMISSION INSTRUCTIONS:**

- 5.1. **CLOSING DATE:** Bids must be received by the State by the due date specified on the front page of this RFP. Late bids will not be considered.
  - 5.1.1. The State may, for cause, issue an addendum to change the date and/or time when bids are due. If a change is made, the State will inform all bidders by posting at the webpage indicated on the front page of this RFP.

5.1.2. It is the responsibility of the bidder to request confirmation of bid receipt from the contact listed on the front page of this RFP.

**5.2. BID DELIVERY INSTRUCTIONS:**

5.2.1. ELECTRONIC: Electronic bids will be accepted. Bids must consist of a single email with a single document. Multiple emails and/or multiple attachments will not be accepted. There is an attachment size limit of 40 MB. It is the Bidder's responsibility to compress the PDF file containing its bid if necessary in order to meet this size limitation.

5.2.1.1. FAX BIDS: Faxed bids will not be accepted.

5.2.1.2. U.S. MAIL OR EXPRESS DELIVERY OR HAND DELIVERY: Mailed bids will not be accepted.

**6. BID SUBMISSION CHECKLIST:**

- Statement of Qualifications or Cover Letter
- References
- Price Response Sheet
- Signed Certificate of Compliance
- Technical Response, if applicable

**7. ATTACHMENTS:**

- Scope of Work
- Payment Provisions
- Certificate of Compliance (included in this document)
- Price Schedule Sheet (included in this document)
- Standard State Contract with its associated attachments, including but not limited to, Attachment C: Standard State Provisions for Contracts and Grants (February 13, 2026). (included in this document)

## STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, Department of Fish and Wildlife (hereinafter called “State”), and \_\_\_\_\_, with a principal place of business in \_\_\_\_\_, (hereinafter called “Contractor”). Contractor’s form of business organization is \_\_\_\_\_. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of hydraulic, stability, and alternatives analysis of Fairfield Swamp dam. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **XXXX,000.00**.

4. **Contract Term.** The period of Contractor’s performance shall begin on **August 1, 2026 and end on November 30, 2027**. There is an option for 2 additional 12-month extensions.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Attachments.** This contract consists of 19 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 2/13/2026)

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard State Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B

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

By the State of Vermont:

By the Contractor:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT A – STATEMENT OF WORK

In regard to the Fairfield Swamp Pond Dam, State ID No. 205.01, which is an earth and concrete dam measuring 225 feet in length and located in Fairfield Swamp WMA, in Swanton, VT, the Contractor shall complete the following tasks:

### Task 1: Historic/Archeologic Assessment

Perform preliminary historic/archeologic assessment of the dam to help inform the rehabilitation alternatives in Task 4, below. The team shall include a historic/archaeological preservation consultant that is CFR 36 part 61 qualified. The qualified team of consultants shall perform the following tasks:

- Coordinate with Vermont Department of Historic Preservation (VDHP) on key investigation components and requirements.
- Perform a site visit & field data collection as required.
- Work with the engineering consultant in the development of alternatives and or review the conceptual dam rehabilitation alternatives (Task 4, below) and provide input on adverse historic/archeological considerations and mitigations for each alternative. This includes assisting the dam engineering consultant in the development of one alternative that meets the Secretary of the Interior Standards for Treatment of Historic Properties using the rehabilitation standard.
- Document the above items in a summary memorandum/report including recommendations for any required next steps.

### Task 2: Hydrologic and Hydraulic (H&H) Analyses

Perform updated H&H analysis of the dam to confirm hazard potential classification, hydraulic adequacy, and identify/evaluate potential alternatives.

- Existing Data Review:
  - Review the drainage area and any important hydrologic/hydraulic features.
  - Obtain and review existing analyses, including H&H models, site survey, etc.
- H&H Analysis Updates (previous analysis will be provided)
  - Updated Hydrologic Analysis: Use new survey/bathymetry data to perform an updated hydrologic analysis of the Fairfield Swamp Dam watershed. This could be accomplished by reviewing and re-using/supplementing portions of existing/available modeling, or developing independent modeling:
    - Determine recurrence interval storm rainfall depths using NOAA Atlas-14.
    - Develop reasonable estimate of average baseflow in the drainage area.
    - Compute unsteady flow hydrographs for the 2-year, 5-year, 10-year, 25-year, 50-year, 100-year, 500- year and 1,000-year, and Probable Maximum Flood (PMF) flood events.
    - Provide results in tabular form for reference.
  - Updated Dam Failure Analysis, Hazard Potential Classification, and Inundation Mapping: Use new survey/bathymetry data to perform an updated dam failure analysis of Fairfield Swamp Dam using HEC-RAS 2D. This could be accomplished by reviewing and re-using/supplementing portions of existing/available modeling, or developing new independent modeling:
    - The previous analysis did not fail the dam within HEC-RAS 2D but instead entered a dam failure hydrograph computed from HydroCAD. The updated model should include the dam failing directly within the HEC-RAS 2D model. Due to the length/geometry of the impoundment, the HEC-RAS 2D dam failure analysis should be performed in a manner which does not rely on a level pool assumption, and also account for the upstream Route 36 culvert and roadway embankment which crosses the upper end of the impoundment.

- The previous analysis extends from the base of the dam downstream along the Dead Creek to a point 1,200 feet downstream of Jettie Drive stream crossing structure (approximately 3.5 miles downstream of the dam). It is unclear why this location was selected as the termination point of the model. The updated dam failure analysis should extend to the confluence of the Black Creek with the Missisquoi River (approximately 5 miles further downstream), or until the peak water surface of the “storm day” dam failure flood is only 2 feet or less higher than the peak water surface of the equivalent flood without failure (whichever shorter) with no notable incremental impacts.
- Dam failure analysis is to include “sunny day” (normal flow, non-storm conditions) scenario and “storm day” failure scenarios. The failure scenarios are to be compared to the corresponding non-failure condition when evaluating the potential hazards of the dam failing.
- When evaluating the hazard potential classification of the dam, the “storm day” failure event should be the event which achieves the maximum storage capacity of the reservoir (water level at lowest-non-overflow section of the dam), unless not even the Probable Maximum Flood can achieve this storage capacity.
- Tributary flows downstream of the Fairfield Swamp Pond Dam watershed are to be estimated using FEMA data, regional equations, and or stream gauge data where available. Tributary flows may be represented using steady state peak discharges with the HEC-RAS 2D model. The selection of downstream tributary flow recurrence intervals should be reasonably conservative in the context of the hazard potential classification analysis, and be generally based on watershed size, characteristics, and coincident probability. Consult with the State Dam Safety Program to arrive at reasonable pairings. For the sunny day dam failure downstream, tributary inflows are anticipated to be represented by an approximate average annual baseflow.
- The dam failure parameters are to be developed based on current, commonly accepted guidance (i.e. Froehlich 2008 & FERC Recommended Ranges), and account for site-specific characteristics and geometry constraints. Description and reasoning for the selected failure parameters are to be provided within the summary memorandum.
- Propose a hazard potential classification based upon the results of the dam failure analysis and comparison with potential impacts to direct loss of life, property losses, lifeline losses, and environmental losses per the VT Administrative Dam Safety Rules (effective Aug. 1st 2020).
  - The existing classification of LOW hazard potential may be supported, or the analysis may show that an increase to SIGNIFICANT hazard potential is warranted.
  - Provide documentation and narrative to support the proposed hazard potential classification.
  - The hazard classification should be determined following current commonly accepted guidance and be consistent with State Dam Safety Program evaluation methods.
- In the event the dam is found to be SIGNIFICANT hazard potential (or higher), prepare dam failure flood inundation maps to support the development of an Emergency Action Plan (EAP). The inundation maps shall support printing on an 11” x 17” format, at a usable scale, include labels of maximum flooding depth, maximum flood velocity, arrival time of flood wave, and arrival time of flood wave peak at key locations for the “storm day” dam failure scenario. The maps shall depict the inundation boundaries of the “sunny day” dam failure scenario, “storm day” no dam failure scenario, and the “storm day” dam failure scenario. The termination point of inundation mapping must be clearly stated, and explained, and in general, should be extended downstream until the flood is either safely contained within the river channel or downstream impoundment or the difference between the water level under failure and non-failure conditions is two feet or less with no notable incremental impacts.
- Updated Existing Dam Hydraulic Adequacy Evaluation: Based on the updated hazard potential classification, hydraulic design criteria, and information collected above, perform an updated hydraulic adequacy assessment of the existing dam.

- Determine the hydraulic performance of the dam during the 2-year, 5-year, 10-year, 25-year, 50-year, 100-year, 500-year, 1,000-year and PMF flood events.
- Determine the approximate recurrence interval flood which achieves the maximum storage capacity of the dam (water level at lowest-non-overflow section).
- Develop a table documenting the dam crest elevation, principal and auxiliary spillway elevations, normal pool elevation, simulated precipitation, inflow, unit discharge, outflow, peak water surface elevation, estimated depth of freeboard or overtopping, and duration of overtopping for inclusion in the summary report.
- Updated Conceptual Rehabilitation Alternatives Evaluation: Based on the results of the updated H&H analyses and stability analyses (required below), re-evaluate the previously proposed conceptual dam rehabilitation alternatives and revise as necessary to meet current dam safety standards or alternatively evaluate new alternatives if previously proposed options are determined to be no longer appropriate/feasible.
  - If any of the proposed conceptual alternatives involve increasing spillway discharge capacity beyond existing conditions; perform downstream flood routing analysis to determine if any new impacts occur due to the increased discharges or demonstrate that the proposed rehabilitation will not change the discharge characteristics of the existing dam up to and including the 500-year recurrence interval flood event. It is anticipated that the results of this work will result in one of three outcomes.
    - no meaningfully consequential impact occurs downstream if outflows are increased, potentially leaving all spillway rehabilitation options available to make the dam hydraulically adequate.
    - notable/unacceptable impacts occur downstream with any increase to outflows, resulting in the recommendation of an alternative that maintains the existing outflow curve.
    - some minor increase in downstream impacts occur above a certain outflow, allowing for the opportunity to improve spillway hydraulics to balance hydraulic adequacy issues with downstream risks.
- To complete this work, the following is anticipated:
  - Compare the conceptual alternative dam configuration inundation depths and velocities at key property/infrastructure locations in relation to the flood conditions of the existing dam configuration in a tabulated format for each alternative. The extent of the downstream comparison shall extend to the point at which there is no notable difference between the existing and proposed condition(s) with a maximum extent of the downstream boundary of the dam failure analysis performed above.
  - At a minimum this comparison should include the 2-yr, 10-yr, 50-yr, 100-yr, and 500-yr flood events.
  - Similarly to above, lateral inflows for tributaries downstream of the Fairfield Swamp Pond Dam watershed are to be estimated via FEMA data, regional regression equations, and stream gauge data where available. Lateral inflows may be steady state peak discharges. Lateral inflows for the downstream flood routing analysis can be of a lesser recurrence interval than the flood at the dam, coordinate lateral inflow recurrence interval with the State Dam Safety Program for all recurrence interval pairings.
  - Demonstrate whether the proposed alternatives can comply with local, state, and federal requirements. Results of the downstream flood routing analysis are to be included within the submission of the digital modeling files. Formal inundation maps do not need to be prepared.
  - Updated Hydrologic & Hydraulic Analysis Summary Memorandum: Prepare a technical summary memorandum with attachments. The memorandum should at a minimum, include the following:
    - Introduction/background and summarize previous studies and results.
    - Summary of hydrologic modeling input and output.

- Summary of dam failure analysis input and output.
  - Recommended hazard potential classification.
  - Recommended IDF.
    - Summary of the hydraulic performance evaluation of the existing dam.
    - Summary of the hydraulic performance of conceptual rehabilitation alternatives.

Task 3: Geotechnical and Structural Seepage/Stability Analyses

Updated Seepage and stability analyses shall be performed for the dam in accordance with current credible Federal guidance, including evaluation under various loading conditions. The data collected from the recent survey and subsurface exploration program should be used. Work is anticipated to include the following:

- Seepage and stability analysis of the dam embankment and spillway structure (critical section)
- Seepage analysis to evaluate material/filter compatibility and critical exit gradients (if applicable)
- Discuss stability analysis approach, data gaps, and key assumptions with DSP prior to start.
- At a minimum the evaluation should include the following load cases.
  - Normal Loading
  - Ice Loading
  - Rapid Drawdown
  - Flood/Maximum Pool Loading
  - Seismic Loading
- Document the analyses in a summary report complete with tables documenting the results and resultant Factors of Safety.

Task 4: Alternatives Analyses:

Develop and evaluate a minimum of three dam rehabilitation alternatives to address identified issues, risks, and deficiencies that build on or are new from the previous study.

- For purposes of this study, a do-nothing alternative does not need to be evaluated.
- At least one of the proposed alternatives must be able to meet the Secretary of the Interior Standards for the Treatment of Historic Properties as determined by Historic/Archeological investigations described above, if applicable.
- The conceptual alternatives should strive to minimize operational maintenance requirements as well as potential for significant future maintenance to be required following flood events.
  - I.e. if the dam has riprap lined outlet channel, the riprap should be sufficiently sized or sufficient energy dissipation should be provided to limit potential for repairs to be required following flood events up to and including the IDF.
- Alternatives should address recurring issues of the principle and auxiliary spillways becoming clogged by beavers and floating vegetation.
- If it is not practical to eliminate the potential for significant repairs to be required following flood events (up to and including the IDF); estimate the probability for significant maintenance to be required over a 50-yr period. This consideration should be informed based on the threshold flood for erosional damage to occur. A description of the required maintenance/repair should be provided along with an approximate cost.
  - I.e. “The 100-yr flood is anticipated to result in erosion damage to the auxiliary spillway. The probability of this event happening over a 50-yr period is approximately 40%. The repair is anticipated to generally involve preparing subgrade and installing additional riprap. The cost to repair the damage is anticipated to be around \$150,000.00.”

- Conceptual Design of each alternative is to include a conceptual site plan with necessary callouts to communicate the configuration and features of each alternative.
- If alternatives increase dam outflows during flood events, perform a downstream flood routing analysis to determine if any of the proposed alternatives result in increased flooding impacts (in comparison to the existing condition) from increasing spillway discharge capacity to pass the IDF or demonstrate that the proposed rehabilitation will not change discharge characteristics of the existing dam up to and including the 500-yr recurrence interval flood event. It is anticipated that the results of this work will result in one of three outcomes:
  - no meaningfully consequential impact occurs downstream if outflows are increased, potentially leaving all spillway rehabilitation options available to make the dam hydraulically adequate.
  - notable/unacceptable impacts occur downstream with any increase to outflows resulting in the recommendation of an alternative that maintains the existing outflow curve.
  - some minor increase in downstream impacts occur above a certain outflow, allowing for the opportunity to improve spillway hydraulics to balance hydraulic adequacy issues with downstream risks.
- Refinement of existing rehabilitation alternatives that address all deficiencies (including principal spillway and low-level outlet) including a conceptual plan and itemized opinion of probable cost and includes mobilization, site access, water control, and other secondary tasks in addition to main tasks with appropriate contingency.
- Budget level design engineering, bidding, and construction cost estimates for each alternative, including additional analyses/data gaps, design, permitting, and construction.
  - Documentation of cost estimating/reasoning/assumptions.
- Identification of necessary environmental permitting for each alternative, including a table identifying all anticipated required permits for each conceptual alternative.

**ATTACHMENT B – PAYMENT PROVISIONS**

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
  - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the State at the following address: [toni.mikula@vermont.gov](mailto:toni.mikula@vermont.gov).
6. All payments are subject to a 10% retainage. Upon completion of the contract or product delivery, the Contractor will submit a final invoice for withheld retainage, which will be paid after review, approval, and acceptance of the work provided under the contract.
7. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:

Contractor shall submit invoices to the State in accordance with the following schedule:

<u>Sample Deliverable</u>	<u>Invoice Amount</u>
Task 1 completed by	\$XX,000.00
Task 2 completed by	\$XX,000.00
Task 3 completed by	\$XX,000.00
Task 4 completed by	\$XX,000.00
Total	\$67,000.00

**ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**

REVISED FEBRUARY 13, 2026

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated February 13, 2026) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the Contractor and to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>

### CERTIFICATE OF COMPLIANCE

**For a bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.**

- A. **NON COLLUSION:** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.
  
- B. **CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.
  
- C. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

**Self-Reporting.** Bidder hereby self-reports the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers, that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

**Subcontractor Reporting.** Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will 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), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

**D. Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification**

**Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):**

1. Bidder owns, leases or utilizes, for business purposes, space that has received:

- Energy Star® Certification
- LEED®, Green Globes®, or Living Buildings Challenge<sup>SM</sup> Certification
- Other internationally recognized building certification:

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2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder's place of business. Please explain:

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3. Please Check all that apply:

- Bidder can claim on-site renewable power or anaerobic-digester power ("cow-power"). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
- Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
- Bidder's heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
- Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this? \_\_\_\_\_
- Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..
- Bidder offers employees an option for a fossil fuel divestment retirement account.
- Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:

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4. Please list any additional practices that promote clean energy and take action to address climate change:

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**E. Executive Order 02 – 22: Solidarity with the Ukrainian People**

- By checking this box, Bidder certifies that none of the goods, products, or materials offered in response to this solicitation are Russian-sourced goods or produced by Russian entities. If Bidder is unable to check the box, it shall indicate in the table below which of the applicable offerings are Russian-sourced goods and/or which are produced by Russian entities. An additional column is provided for any note or comment that you may have.

Provided Equipment or Product	Note or Comment

Bidder Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_\_ E-Mail: \_\_\_\_\_

By: \_\_\_\_\_ Name: \_\_\_\_\_  
Signature of Bidder (or Representative) (Type or Print)

**END OF CERTIFICATE OF COMPLIANCE**

**STATE OF VERMONT  
FAIRFIELD DAM ANALYSIS RFP  
PRICE SCHEDULE SHEET**

Item	Hourly Rate	Materials	Total
Task 1			
Task 2			
Task 3			
Task 4			
Task 5			
<b>Total</b>			

Bid sheet MUST be filled out as completely as possible. If desired, you may also add a price sheet from your company for additional pricing and/or services you wish to be considered as part of this contract.

Vendor Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_