

State of Vermont

SFR Questionnaire Response

Department of Building and General Services – State House
Pandemic Mitigation/Renovation (Act 83 of 2021, Sec. 56)

The outlined use of SFR funds is considered approved by Douglas Farnham, conditional on implementing the guidance provided within this report.

Signature and Date of Approval:

DocuSigned by:



41948B1C0A36415...

Department of Buildings and General Services – Vermont State House Pandemic Mitigation/Renovation Project
SFR Questionnaire Response

In order for this SFR Questionnaire Response to be considered complete, Agencies and Departments must acknowledge the following and sign at the bottom, before SFR funds can be released.

By signing, I certify that:

1. My Agency/Department will comply with any guidance and mitigation plans outlined in this document and will only use funds for the purposes outlined in the SFR questionnaire and authorized by this questionnaire response.
2. My Agency/Department will use funds in compliance with the American Rescue Plan Act, [U.S. Treasury guidance](#), including the [final rule](#), FAQs, and other guidance.
3. My Agency/Department understands that, if Federal guidance on the regulations of the State Fiscal Recovery Fund change, it may change the terms of this SFR funding authorization.
4. My Agency/Department is responsible for ensuring that SFR funds are used in compliance with Bulletin 5 and Uniform Guidance (2 CFR part 200), including cost principles and restrictions on general provisions for selected items of cost.
5. My Agency/Department will maintain financial records and supporting documents related to the SFR award for a period of five years after all funds have been expended or returned to Treasury, whichever is later.
6. My Agency/Department will comply with reporting requirements, as required by the Vermont Agency of Administration and U.S. Treasury, submitting required reports and data at a frequency determined by the Vermont Agency of Administration.
7. My Agency/Department will obligate funds between March 3, 2021 and December 31, 2024, with a period of performance that can run up to December 31, 2026.

Agency/Department Endorsement:	DocuSigned by: <i>Jennifer M. V. Fitch, BGS Commissioner</i> EC8F68F55FBC42C...
Date:	7/19/2022

Department of Buildings and General Services – Vermont State House Pandemic
Mitigation/Renovation Project
SFR Questionnaire Response

1. SFR Questionnaire Summary

Total SFR appropriation amount	\$1,500,000
Act and section number and/or ERR #	Act 83 of 2022, Sec. 56
Questionnaire contact	Reuben Samaniego Reuben.Samaniego@vermont.gov
Use of SFR funds	<p>The Department of Buildings and General Services (BGS) intends to use this appropriation to fund elements of the engineering design phase of the State House Pandemic Mitigation/Renovation Project. This design process will ensure that the State House can be used for in-person meetings and re-open to the public safely to resume operations during pandemic conditions while mitigating risks of viral transmission.</p> <p>BGS has issued a Request for Proposals (RFP) to establish a contract with a qualified firm that will provide architectural and engineering design services for this State House Pandemic Mitigation/Renovation Project. “The scope of services for this project shall include programming, schematic design, design development, construction documents, bidding and negotiation, and construction administration to allow for the safe operations and access to the State House during a pandemic, including but not limited to: House and Senate committee rooms, the cafeteria serving and seating areas to provide appropriate spatial distancing, and accessible and secure entrances.”¹</p>
Treasury Reporting Expenditure Category	1.4 – COVID-19 Mitigation & Prevention: Prevention in Congregate Settings 2.35 – Aid to Tourism, Travel, or Hospitality

¹ Department of Buildings and General Services, Request for Proposal: Architectural and Engineering Services for the State House Pandemic Mitigation/Renovation Project (p. 1).

Department of Buildings and General Services – Vermont State House Pandemic Mitigation/Renovation Project
SFR Questionnaire Response

	<p>3.5 – Public Sector Capacity: Administrative Needs²</p>
<p>Summary assessment</p>	<p>BGS’s proposed use of SFR funds poses <u>moderate</u> risk of SFR ineligibility to the State.</p> <p>BGS intends to use this appropriation to fund elements of the design phase of the planned State House Pandemic Mitigation/Renovation Project. The main purpose of this project is to ensure that the State House remains accessible as both the seat of state government and the “third most visited [tourist] site in Vermont” when the Legislature is not in session.³</p> <p>The final rule allows for recipients to use SFR funds for “pre-project development costs that are tied to or reasonably expected to lead to an eligible capital expenditure. For example, pre-project costs associated with planning and engineering for an eligible project are considered an eligible use of funds.”⁴</p> <p>Additionally, under the <i>COVID-19 Mitigation and Prevention</i> section of the final rule, Treasury enumerates the use of SFR funds for “capital investments in public facilities to meet pandemic operational needs, such as [...] adaptations to public buildings to implement COVID-19 mitigation tactics, ventilation improvements in congregate settings, [...] or other key locations.”⁵ The State House Pandemic Mitigation/Renovation design procurement would serve to prevent the spread of COVID-19 among members of Vermont’s General Assembly (the legislative body of the state) and help adapt government operations to the pandemic. This program would help to limit COVID-19 spread amongst the many visitors frequenting the State House.</p>

² See Treasury’s Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities, Version 4.1, Appendix 1: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf#page=42>. In some instances, as the Agency details the program further to include multiple projects, CFO may assign additional Expenditure Categories at the project level.

³ Department of Buildings and General Services, Request for Proposal: Architectural and Engineering Services for the State House Pandemic Mitigation/Renovation Project, issued May 20, 2022 (p. 1).

⁴ Federal Register, Vol. 87, No. 18, Rules and Regulations. January 27, 2022 (p. 4393).

⁵ Federal Register, Vol. 87, No. 18, Rules and Regulations. January 27, 2022 (p. 4353).

Department of Buildings and General Services – Vermont State House Pandemic Mitigation/Renovation Project
SFR Questionnaire Response

	<p>While the scope of this program may align with eligible uses of SFR funds detailed in the final rule, it may constitute a capital expenditure exceeding \$1 million, which would be subject to greater scrutiny under the final rule. Capital expenditures are defined by Treasury as “expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.”⁶</p> <p>In this case, the design phase of the State House Pandemic Mitigation/Renovation Project could potentially be considered as a part of the overall project that would serve to increase the State House’s value and useful life, though the final rule suggests that “pre-project development costs that are tied to or reasonably expected to lead to an eligible capital expenditure” may not constitute capital expenditures in and of themselves.⁷</p> <p>To mitigate the risk of SFR ineligibility, BGS should compile the information necessary for a formal Written Justification to Treasury that complies with the final rule, demonstrating that this use of SFR funds is proportionate to remedy a COVID-related impact.</p> <p>RISK MITIGATION LIST:</p> <ul style="list-style-type: none">• BGS should compile the information necessary to prepare a Written Justification that meets Treasury requirements for capital expenditures that exceed \$1 million. As part of the justification, BGS will need to clearly identify the harm or impact addressed by the expenditure, articulate its appropriateness, and compare this program’s proposed capital expenditure against at least two alternative capital expenditures that seek to solve a similar harm or need. This analysis of alternatives must include a comparison of the effectiveness of the capital
--	--

⁶ Federal Register, Vol. 87, No. 18, Rules and Regulations. January 27, 2022 (p. 4393).

⁷ Federal Register, Vol. 87, No. 18, Rules and Regulations. January 27, 2022 (p. 4393).

Department of Buildings and General Services – Vermont State House Pandemic
Mitigation/Renovation Project
SFR Questionnaire Response

	<p>expenditures in addressing the harm identified, and a comparison of the total costs of the capital expenditures. BGS should attempt to support their justification with any quantitative data they have available.</p> <p>BGS must obligate funds before December 31, 2024 and expend funds by December 31, 2026.</p> <p>BGS should also ensure that any contracts funded by SFR comply with the applicable requirements of Vermont’s Bulletin 3.5 and the federal Uniform Guidance (2 CFR part 200).</p>
--	--

2. Potential Red Flags and Remediation

Summary Table

	Potential Red Flag	Remediation Plan
2.1	Use of SFR to fund a potential capital expenditure over \$1 million.	BGS should compile the necessary information to complete Treasury’s Written Justification. This includes: (1) a description of the need to be addressed; (2) an explanation of why a capital expenditure is appropriate to address the need; and (3) a comparison of the capital expenditure against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior. ⁸ BGS should ensure that it has a strong case, supported by quantitative and qualitative analyses, for this program to be considered a reasonably proportional response to a harm experienced from or exacerbated by the pandemic.

Relevant Treasury Guidance and Analysis

⁸ Federal Register, Vol. 87, No. 18, Rules and Regulations. January 27, 2022 (p. 4390).

Department of Buildings and General Services – Vermont State House Pandemic
Mitigation/Renovation Project
SFR Questionnaire Response

BGS plans to use SFR funds for the design of Vermont State House Pandemic Mitigation/Renovation Project that will improve the “spatial distancing throughout the State House to allow the General Assembly to conduct business.”⁹ The State House is over 160 years old, and the General Assembly meets inside its doors for five to six months every year. “The House and Senate chambers are the oldest active chambers in the United States” that have preserved their original interiors.^{10,11} These chambers, along with the compact House and Senate committee rooms, were not designed to operate under pandemic conditions.

BGS intends to issue an RFP to establish a contract with a qualified architectural firm that will provide architectural and engineering design services for this State House Pandemic Mitigation/Renovation project. The design of this project will include a wide scope of services, including the determination of optimal size for the different House and Senate committee rooms, size and flow of the cafeteria, evaluations of the Senate Chamber and House of Representatives Chambers, development of a solution to protect pedestrians entering the building at the west loading dock entrance, and an analysis of the HVAC system for the entire building.¹²

These intended uses of SFR funds appears to be enumerated under the *COVID-19 Mitigation and Prevention* section of the final rule. The *COVID-19 Mitigation and Prevention* section allows recipients to use SFR funds for “capital investments in public facilities to meet pandemic operational needs, such as [...] adaptations to public buildings to implement COVID-19 mitigation tactics, ventilation improvements in congregate settings, [...] or other key locations.”¹³ The overall aim of this project is to develop a cost-effective plan to ensure the building is renovated in a manner that allows for the functional use of the State House building, both as the State’s legislative hub and a tourist attraction, while limiting the risk of COVID-19 transmission. This includes the design and evaluation of rooms in the State House (with particular focus on House and Senate committee rooms), analysis of the building’s HVAC system, and evaluation of the cafeteria serving and seating areas to “provide the proper spatial distancing for the legislature, staff, people required to testify, visitors, and others who eat or purchase food during the legislative session.”¹⁴ The *COVID-19 Mitigation and Prevention* section of the final rule also appears to cover the proposed development of a solution for renovations to the State House entrance that would “provide the proper spatial distancing for people entering and exiting the building, a safe waiting area, and storage for pandemic supplies and furnishings for [COVID-19] screening.”¹⁵

BGS makes a conscious effort to differentiate between SFR-funded and state-funded elements of the State House Pandemic Mitigation/Renovation Project design phase, lowering the risk of SFR ineligibility. Services outlined in the RFP that appear to fall outside of enumerated eligible uses of SFR funds will be paid for through state funds.

⁹ Department of Buildings and General Services, SFR Questionnaire (p. 10)

¹⁰ Department of Buildings and General Services, SFR Questionnaire (p. 10)

¹¹ State of Vermont, Visit the State House. <https://statehouse.vermont.gov/>.

¹² Department of Buildings and General Services, Request for Proposal: Architectural and Engineering Services for the State House Pandemic Mitigation/Renovation Project, issued May 20, 2022 (pp. 2-4).

¹³ Federal Register, Vol. 87, No. 18, Rules and Regulations. January 27, 2022 (p. 4353).

¹⁴ Department of Buildings and General Services, Request for Proposal: Architectural and Engineering Services for the State House Pandemic Mitigation/Renovation Project, issued May 20, 2022 (p. 2).

¹⁵ Department of Buildings and General Services, Request for Proposal: Architectural and Engineering Services for the State House Pandemic Mitigation/Renovation Project, issued May 20, 2022 (p. 2).

Department of Buildings and General Services – Vermont State House Pandemic
Mitigation/Renovation Project
SFR Questionnaire Response

However, BGS’s intended use of SFR funds could potentially qualify as a capital expenditure exceeding \$1 million, which in turn would trigger additional scrutiny and reporting requirements from Treasury. Although Treasury notes that “pre-project development costs that are tied to or reasonably expected to lead to an [SFR-]eligible capital expenditure” are themselves SFR-eligible, suggesting that such costs are differentiable from actual capital expenditures, the definition of “capital expenditure” in the final rule borrowed from the Uniform Guidance could potentially encompass the activities contemplated in the RFP. To mitigate this risk, BGS should gather the information necessary to complete a Written Justification that complies with the guidance set forth below.

Additionally, BGS should ensure that any contracts funded by SFR comply with all applicable provisions of Vermont’s [Bulletin 3.5](#) and federal Uniform Guidance (2 CFR part 200), including cost principles and restrictions on general provisions for selected items or cost.

2.1 Potential Red Flag: Use of SFR to fund a potential capital expenditure over \$1 million.

The final rule, borrowing from the Uniform Guidance, defines capital expenditures as “expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.”¹⁶ Additionally, the final rule notes that “expenditures from closely related activities directed toward a common purpose are considered part of the scope of one project.” These expenditures can include capital expenditures, as well as expenditures on related programs, services, or other interventions.”¹⁷ Treasury also clarifies that recipients “must not segment a larger project into smaller projects in order to evade review.”¹⁸ Under Treasury’s definition, BGS’s intended use of SFR funds to cover the design phase of the State House Pandemic Mitigation/Renovation Project could potentially be considered a capital expenditure, even though the final rule also suggests that “pre-project development costs” may be differentiable from an actual capital expenditure.¹⁹

Given this risk of heightened scrutiny from Treasury, BGS should compile the information necessary to draft a Written Justification that complies with the requirements outlined in this questionnaire response. BGS will not be required to submit this Written Justification as part of regular reporting to Treasury, as the RFP’s maximum potential cost does not exceed \$10 million, but having the information readily available in the event that Treasury determines that the SFR-funded pre-project services described in the RFP constitute a capital expenditure²⁰ The Treasury guidance below outlines the steps that BGS can take to ensure that its Written Justification is as strong as possible.

Treasury Guidance 1: Provide a Detailed Description of Harm to be Addressed

The first necessary component of the Written Justification is a description of a harm or need to be addressed. For this program, BGS has identified the needs to be addressed as the lack of design elements that would prevent against COVID-19 spread in the Vermont State House. The

¹⁶ Federal Register, Vol. 87, No. 18, Rules and Regulations. January 27, 2022 (p. 4393).

¹⁷ Federal Register, Vol. 87, No. 18, Rules and Regulations. January 27, 2022 (p. 4392).

¹⁸ Federal Register, Vol. 87, No. 18, Rules and Regulations. January 27, 2022 (p. 4392).

¹⁹ Federal Register, Vol. 87, No. 18, Rules and Regulations. January 27, 2022 (p. 4393).

²⁰ Federal Register, Vol. 87, No. 18, Rules and Regulations. January 27, 2022 (p. 4392).

Department of Buildings and General Services – Vermont State House Pandemic
Mitigation/Renovation Project
SFR Questionnaire Response

lack of sufficient spatial distance within the State House, particularly in areas of high use, raised the risk of increased COVID-19 transmission throughout the pandemic.

This argument would be further strengthened if BGS includes information pertaining to State House closures during the pandemic and any data relating to the average number of daily visitors to the State House. As one of the biggest tourist attractions in Vermont, the State House likely experiences instances of high foot traffic, increasing the risk of COVID-19 spread amongst the general public and the public officials that utilize the State House facilities.

Additionally, as the “installation and improvement of ventilation systems” qualify for SFR funding in “projects that respond to the pandemic’s public health impacts and provide longer-term benefits, including the inspection, testing, commissioning, maintenance, repair, replacement, and upgrading of HVAC systems to improve indoor air quality in facilities,” BGS should emphasize the current project’s facilitation of ongoing HVAC upgrades at the State House.²¹

Finally, BGS should highlight the project’s aim to provide access to the State House in a manner compliant with the Americans with Disabilities Act.²² Meaningfully increasing access to public services for a vulnerable population that remains seriously impacted by the pandemic is an SFR-eligible activity.²³

Treasury Guidance 2: Provide an Explanation of Why a Capital Expenditure is Appropriate

The second necessary component of the Written Justification is an “independent assessment demonstrating why a capital expenditure is appropriate to address the specified harm or need.”²⁴ This should “include an explanation of why existing capital equipment, property, or facilities would be inadequate to addressing the harm or need and why policy changes or additional funding to pertinent programs or services would be insufficient without the corresponding capital expenditures.”²⁵

To mitigate risk if a Written Justification is required, BGS should leverage its contract with the winner of the RFP to develop a comprehensive review of why this use of SFR funds is necessary to address the need for COVID-19 preventative measures in the State House. BGS should ensure that any such review is supported by relevant empirical metrics.

Treasury Guidance 3: Comparison of the Proposed Capital Expenditure Against Alternative Capital Expenditures

The final component of the Written Justification is an “objective comparison”²⁶ of the proposed capital expenditure against at least two alternative capital expenditures. Recipients are expected to “demonstrate why their proposed capital expenditure is superior to alternative

²¹ Coronavirus State & Local Fiscal Recovery Funds Final Rule: Frequently Asked Questions. April 27, 2022 (pp. 14-15).

²² Department of Buildings and General Services, Request for Proposal: Architectural and Engineering Services for the State House Pandemic Mitigation/Renovation Project, Attachment 7.14: Freeman French Freeman Medium- and Long-Term Legislative Space Assessment, issued May 20, 2022 (p. 13).

²³ See *generally* National Council on Disability, 2021 Progress Report: The Impact of COVID-19 on People with Disabilities (Oct. 29, 2021).

²⁴ Federal Register, Vol. 87, No. 18, Rules and Regulations. January 27, 2022 (p. 4390).

²⁵ Federal Register, Vol. 87, No. 18, Rules and Regulations. January 27, 2022 (p. 4390).

²⁶ Federal Register, Vol. 87, No. 18, Rules and Regulations. January 27, 2022 (p. 4390).

Department of Buildings and General Services – Vermont State House Pandemic
Mitigation/Renovation Project
SFR Questionnaire Response

capital expenditures that could be made.”²⁷ Specifically, recipients “should assess the proposed capital expenditure against at least two alternative types or sizes of capital expenditures that are potentially effective and reasonably feasible.”²⁸ Recipients should consider the effectiveness of the capital expenditures in addressing the harm identified and the expected total cost of the capital expenditures when comparing the proposed capital expenditure against alternatives.

This comparison may be difficult to complete, as there are various types of preventative measures that would mitigate the spread of COVID-19 in the State House. BGS will need to validate the importance of the State House project and explain why alternative capital expenditures do not sufficiently address the problem. BGS should be mindful of Treasury’s requirement that the alternatives be different “types or sizes of capital expenditures.”²⁹ BGS should provide Treasury with an analysis of how smaller-scale capital projects or select renovations to the existing building are insufficient to mitigate the harm identified, including, if appropriate, the analysis developed by the RFP winner for “good, better, and best” design choices.³⁰

Treasury Guidance 4: Demonstrate Proportionality of Intended Use

In accordance with Treasury guidelines, BGS should verify that this use of funds is related and reasonably proportional to the harm or negative impact identified. As Treasury explains in the final rule, uses of funds that address negative economic impacts of the COVID-19 pandemic, particularly capital expenditures, “must be related and reasonably proportional to the extent and type of... harm experienced. Uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.”³¹

Treasury specifically highlights that proportionality is difficult to show for capital expenditures to construct “new facilities” simply to allow for spatial distancing, as alternative responses to mitigate or prevent COVID-19 spread (like the use of protective equipment, ventilation improvements, or utilizing excess capacity in other facilities or wings) are often more cost effective.³² In the context of providing assistance to small businesses, however, Treasury notes that “physical plant changes to enable social distancing” are potentially eligible capital expenditures.³³ The potential capital expenditures contemplated by the RFP fall on the line between new facility construction and renovation of existing space, increasing the risk that Treasury may find even the pre-project design expenses of the State House renovation to be disproportionate to the pandemic-related harms BGS has identified.

Accordingly, in preparing materials for a potential Written Justification, BGS should highlight the criticality of the General Assembly’s work and emphasize the RFP’s call to develop the most cost-effective solutions to the State House’s pandemic-related needs when answering the question of proportionality. The State House is home to some of the oldest active legislative halls in the United States. The General Assembly spends lengthy periods of time in the State House, conducting work that impacts and benefits thousands of Vermonters across the state.

²⁷ Federal Register, Vol. 87, No. 18, Rules and Regulations. January 27, 2022 (p. 4390).

²⁸ Federal Register, Vol. 87, No. 18, Rules and Regulations. January 27, 2022 (p. 4390).

²⁹ Federal Register, Vol. 87, No. 18, Rules and Regulations. January 27, 2022 (p. 4390).

³⁰ Department of Buildings and General Services, Request for Proposal: Architectural and Engineering Services for the State House Pandemic Mitigation/Renovation Project, issued May 20, 2022 (p. 3)

³¹ Federal Register, Vol. 87, No. 18, Rules and Regulations. January 27, 2022 (p. 4343).

³² Federal Register, Vol. 87, No. 18, Rules and Regulations. January 27, 2022 (p. 4390).

³³ Federal Register, Vol. 87, No. 18, Rules and Regulations. January 27, 2022 (p. 4389).

Department of Buildings and General Services – Vermont State House Pandemic
Mitigation/Renovation Project
SFR Questionnaire Response

The General Assembly frequently meets in the State House, where there is an elevated risk of COVID-19 transmission due to its outdated building design. This risk of COVID-19 spread is elevated by the influx of tourists and visitors who frequent the historic State House. If and when members of the General Assembly get sick with COVID-19, they risk health complications that can prevent them from fulfilling their important work in a timely manner and meeting with constituents or other public officials in-person. Any delay in this important work has a significant impact on the efficiency of the General Assembly as a whole and the legislative process they oversee. BGS will need to argue that the State House Pandemic Mitigation/Renovation project will develop the most cost-effective way to mitigate the impacts of COVID-19 on State House operations.

Remediation Plan: As outlined above, BGS should prepare to issue a Written Justification that is as strong as possible. BGS should leverage any data pertaining to the average number of visitors to the State House, revenue generated by such visits, and any information about likelihood of COVID-19 transmission when identifying needs to be addressed. Additionally, BGS should procure a review of its intended use of SFR funds to ensure that it is an appropriate capital expenditure. Lastly, it will be important to highlight both the potential harm caused by COVID-19 transmission amongst members of the General Assembly and the cost-reasonableness analysis that the RFP calls for when arguing for the proportionality of this program.

3. Attachments

1. [BGS Request for Proposal](#)³⁴

³⁴ Department of Buildings and General Services, Request for Proposal: Architectural and Engineering Services for the State House Pandemic Mitigation/Renovation Project, issued May 20, 2022. As the RFP is over 25 megabytes in size, it is linked here rather than attached separately to the email containing this questionnaire response.



Department of Buildings and General Services
Office of Purchasing & Contracting

133 State Street, 5th Floor
Montpelier VT 05633-8000

[phone] 802-828-2211
[fax] 802-828-2222

<http://bgs.vermont.gov/purchasing>

Agency of Administration

SEALED BID

REQUEST FOR PROPOSAL

ARCHITECTURAL AND ENGINEERING SERVICES
FOR THE
State House Expansion
115 State Street,
Montpelier, Vermont

ISSUE DATE: **DATE** (leave blank for OPC to fill in)

BIDDERS' CONFERENCE: **DATE** at **TIME** (fill in with date YOU want)

QUESTIONS DUE BY: **DATE** at **TIME** (fill in with date YOU want)

RFP RESPONSES DUE BY: **DATE** at 4:30 P.M. (Check with OPC for date approval)

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND ADDENDUMS ASSOCIATED WITH THIS RFP WILL BE POSTED AT: <http://www.bgs.state.vt.us/pca/bids/bids.php>

THE STATE WILL MAKE NO ATTEMPT TO CONTACT INTERESTED PARTIES WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK THE ABOVE WEBPAGE FOR ANY AND ALL NOTIFICATIONS, RELEASES AND ADDENDUMS ASSOCIATED WITH THIS RFP.

STATE CONTACT:
TELEPHONE:
E-MAIL:
FAX:

James Meyers, State Senior Purchasing Agent
(802) 828-2211
BGS.OPCVendorDocs@vermont.gov
(802) 828-2222

State House Expansion
115 State Street, Montpelier, Vermont

1. OVERVIEW:

1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP), the Office of Purchasing & Contracting (hereinafter the "State") is seeking to establish a contract with a qualified Architectural firm to provide architectural and engineering design services for the State House Expansion located at 115 State Street, Montpelier, Vermont. Interested firms are invited to bid on providing architectural and engineering design services described in Section 2 of this RFP.

In accordance with Section 56 (a). Act No. 83, of the 2022 Legislative session, Buildings and General Services, in collaboration with the Sergeant at Arms, shall develop and issue a request for proposal for programming, schematic design and the initial phase of design development documents for the State House expansion.....

(a) On or before May 1, 2022, the Department of Buildings and General Services, in collaboration with the Sergeant at Arms, shall develop and issue a request for proposal (RFP) for programming, schematic design, and the initial phase of design development documents for an expansion of the State House, including the infrastructure needs for any future phases of expansion. (b) Upon approval and funding from the General Assembly, it is the intent of the General Assembly that the Sergeant at Arms and the Department of Buildings and General Services will extend the RFP for architectural and engineering services to finalize design development and construction and bid documents.

The scope of this project is to determine the optimum size(s) for both the House and Senate committee rooms, then evaluate renovating the interior of the existing State House to fit all committee rooms. If the program requires additional space/expansion, determine the best size and location for the expansion. Rooms should include an ADA compliant design. MEP services to be included, such as, sprinkler layout and HVAC system. Additionally, provide for overhead protection of loading dock entrance.

The scope of services for this project shall include programming, schematic design, design development, construction documents, bidding and negotiation, and construction administration.

1.2. **CONTRACT PERIOD:** The State anticipates the start date will be [redacted]. The substantial completion date will be [redacted] and contract completion date will be [redacted], which includes a one-year warranty period.

1.3. **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.

1.4. **BIDDERS' CONFERENCE:** A non-mandatory bidder's conference will be held at the State House, 115 State Street, Montpelier, Vermont on the date and time indicated on the front page of this RFP. We will meet in the cafeteria/Room 11.

1.5. **QUESTION AND ANSWER PERIOD:** Any vendor requiring clarification of any section of this RFP or wishing to comment or take exception to any requirements 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: BGS.OPCVendorDocs@vermont.gov. All emails with questions should include the name of the project in the subject line. Any comments, questions, or exceptions not raised in writing on or before the last day of the question period are 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 web site <http://bgs.vermont.gov/purchasing/bids>. 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.

2. DETAILED REQUIREMENTS/DESIRED OUTCOMES:

State House Expansion
115 State Street, Montpelier, Vermont

- 2.1. The primary objective of this project is to ensure the efficient operation of the committees and allow for a safer working environment. The following shall be included in the architectural/engineering design firm's scope of work:
 - 2.1.1. The consultant shall review the previous studies to understand the needs and complexities of the State House.
 - 2.1.2. Develop a Basis of Design and update as the design evolves with approval from the State at each phase.
 - 2.1.3. Provide an executive summary of the work and process highlighting the recommended solution, major risks, probable cost of construction and related work and schedule.
 - 2.1.4. Provide a code review by a code specialist.
 - 1.1.1. Address related requirements in the current BGS Design Guidelines and 2022 BGS Space Management Standards and other referenced standards therein.
 - 1.1.2. Determine the optimum size(s) for the different House and Senate committee rooms.
 - 1.1.3. Based on the results, evaluate the existing rooms/spaces in the State House to determine if renovation of the existing space(s) can provide some or all of the properly sized committee rooms. Include the possible relocation of any non-committee functions outside of the State House.
 - 1.1.4. Evaluate the size and flow of the cafeteria: dining, kitchen, storage areas (back of the house) and surrounding space, to determine if renovations are needed to make the space more useable and improve the flow.
 - 1.1.5. If the evaluations validate that an addition is required, the addition should be another floor above the cafeteria. Determine the number of committee rooms that need to be located in the new addition. Provide a second option to relocate the cafeteria to the addition and use the cafeteria space for committee rooms.
 - 1.1.6. The Senate Chamber, House of Representatives Chamber, Governor's Ceremonial Office, Cedar Creek Room, Flag Hall and adjacent stair corridors are not covered by a water suppression system, provide an automatic high-pressure, wet-pipe water mist fire suppression system in accordance with the National Fire Protecting Association for these areas.
 - 1.1.7. Develop a solution to protect pedestrians and vehicles from falling ice from the roof(s) at the west entrance (loading dock).
 - 1.1.8. All options are to include the infrastructure needs for any future phases of expansion.
 - 1.1.9. Develop a menu of scope and cost choices for the construction of good, better, and best building and site design approaches for the State to review and consider. Breaking out cost for each major component: renovation of existing State House, new addition with committee rooms, new addition with the relocation of the cafeteria with new committee rooms in old cafeteria location and renovations of the existing House committee rooms, mist sprinkler system and west entrance.
 - 1.1.10. The design shall continue to preserve the historic integrity of the State House, its previous additions, and grounds. The design shall minimize modifications to the historic fabric of the 1859 State House.
 - 1.1.11. The design shall continue to maintain an attractive, user-friendly interior work environment, including full accessibility for the physically impaired and shall continue to be perceived as a symbol of government. The design shall continue to maintain the natural building surrounds.
 - 1.1.12. All necessary State and local permits will be the responsibility of the consultant to determine the need, provide all information required for each permit, complete all applications for BGS to submit. Any attendance at hearings will be covered under additional services. Including the Vt. Division of Historic Preservation and the Capital Complex Commission.
 - 1.1.13. The Design Development phase is split duration is longer than actually needed, due to the requirement of the General Assembly to approve and provide funding for the balance of the project (remaining design development through construction and the warranty period).

State House Expansion
115 State Street, Montpelier, Vermont

- 1.1.14. Construction is limited to when the Legislature is not in session, assume June 1 through December 30. The design will need to take into account the space needs for the Legislature to assemble and be fully functional.
- 1.1.15. It is anticipated that a construction manager will be under contract during the Design Development phase; however, the bid process and contracting cannot begin until approval by the General Assembly.
- 1.1.16. The HVAC system for the entire building is in design. Three phases have been developed with phase I of beginning in the summer of 2002. Phase I replaces the air handling unit (AHU) that serves the Senate committee rooms and offices on the east end of the first floor and second floors of the original 1858 building. Installation of the summer boiler for humidity control, pumps, and controls. Phase II is anticipated to start in the summer of 2023, replaces the AHUs that serves the remainder of the first floor of the original 1858 building, the balance of the second floor, and the 3rd floor. And may include the replacement of the fin tube radiation under the window wells in the House and Senate Chambers. Phase III, depending on the Status of the State House Addition, supply chains and project scope may be completed at the same time as Phase II, summer of 2023 or is completed in the summer of 2024. Phase III replaces the AHUs that serves the Legislative Council, Mezzanine, Cafeteria, Speaker and Clerk of the House. Coordination with the HVAC will be required or

1.2. PROPOSED PROJECT SCHEDULE:

Project Event	Date
Project Start	08/29/22
Program	01/16/23
Schematic Design	10/02/23
Design Development*	11/04/24*
General Assembly Approval of the Project	06/28/24
Construction Manager Under Contract	06/25/25
Construction Documents	08/11/25
Bidding or Negotiation	06/02/25
Construction Substantial Completion**	12/27/27**
Contract Completion (includes 12-month construction warranty period)**	01/24/28**

* Break in schedule to allow the General Assembly to approve the project and funding.

** Assume three years of construction. Construction duration is June 1 through December 31, for each year.

2. GENERAL REQUIREMENTS:

- 2.1. **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.
- 2.1.1. 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.
- 2.1.2. **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.

State House Expansion
115 State Street, Montpelier, Vermont

- 2.1.3. **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
- 2.2. **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.
- 2.2.1. **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.
- 2.2.2. **Presentation.** 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.
- 2.2. **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.
- 2.2.1. **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.
- 2.2.2. **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.**
- 2.3. **EXECUTIVE ORDER 05-16: CLIMATE CHANGE CONSIDERATIONS IN STATE PROCUREMENTS:**
- 2.3.1. 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.
- 2.3.2. 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.
- 2.4. **ELECTRONIC SUBMITTALS:**

**State House Expansion
115 State Street, Montpelier, Vermont**

- 2.4.1. Contractor shall obtain a license for the State to utilize Submittal Exchange for the purposes of this project. The State and its representatives will have full control of the use of Submittal Exchange by authorized users of the State.
- 2.4.2. Submittal Exchange® (www.submittalexchange.com) shall be used to provide an on-line database and repository, which shall be used to transmit and track project-related documents. The intent for using this service is to expedite the construction process by reducing paperwork, improving information flow, and decreasing submittal review turnaround time.
- Project submittals (shop drawing, product data and quality assurance submittals) shall be transmitted by the Contractor in PDF to Submittal Exchange®, where it will be tracked and stored for retrieval for review. After the submittal is reviewed it shall be uploaded back to Submittal Exchange® for action and use by the Contractor.
 - The service also tracks and stores documents related to the project such as Request for Information (RFI's), Architect/Engineer's Supplemental Instructions (ASI), Information Bulletins (IB's), CAD Coordination, Commission, Construction Change Directive (CCD), Contractor's Daily Reports, Minutes, Photos, Quality Control, Shop Drawings, Testing, Closeout Documents including As-Built Drawings, Operations and Maintenance Manuals and other project related documents.
 - The electronic submittal process shall not be used for color samples, color charts, or physical material samples.
- 2.4.3. The Project Manager will coordinate the initial training between the Contractor and Submittal Exchange®.
- 2.5. **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, as identified in the applicable Certificate of Compliance.
- 2.5.1. **Scoring:** Scoring by the Selection Committee members will be based on the cumulative point score of the evaluation criteria assigned by the Selection Committee. This score will be converted to an ordinal scoring system (majority rule). This contract will be awarded to the firm receiving the majority of 1st place votes resulting from the conversion, subject to the approval of the Commissioner of Buildings & General Services.
- 2.5.2. **Evaluation Criteria:** The selection will be based on the following criteria. As these are the evaluation criteria upon which the selection will be based, proposals should respond to each criterion in a well-organized manner and in the order in which they are listed. Respond to each criterion but restrict information to that requested. Unorganized, non-responsive, or excessive irrelevant information will impede our review of your proposal and could adversely affect the score for one or more criteria. **Non-responsive proposals will result in disqualification. All questions MUST be answered.**

CRITERIA	WEIGHT	MAXIMUM POINTS	WEIGHTED TOTAL
1. Strength of Project Team	3.5	10	35
2. Project Approach	3.5	10	35
3. Fee Structure/Price Schedule	3	10	30
TOTAL			100

2.5.3. Criterion 1: Strength of Project Team (of proposing firm and sub-consultants)

- 2.5.3.1. Provide at least five (5) client references with name of contact, telephone number(s) and summary of architectural and/or engineering work provided. Client references should not include employees of the State of Vermont.
- 2.5.3.1.1. All sub-consultants shall also meet experience requirement in respective field and provide three (3) client references for each sub-consultant.

State House Expansion
115 State Street, Montpelier, Vermont

2.5.3.2. Provide a list of comparable projects performed during the past five (5) years and describe nature and scope of design for each project. Include start and end dates for the projects; it is acceptable that two of the projects be in the construction phase; however, the remaining three should be completed projects.

2.5.3.2.1. All sub-consultants shall also meet this requirement.

2.5.3.3. Has the team worked together in the past five years on projects that are similar in size, type and complexity? If so, provide a list of the projects, cost, completion date, and team members, who worked on those projects using the template provided entitled "Project Team Collaboration Chart."

2.5.3.4. Who will take the lead for the project? What makes this individual qualified to lead?

2.5.3.5. Who will represent the team in the field?

2.5.4. Criterion 2: Project Approach

2.5.4.1. Identify how you will approach this project from Programming through Construction Administration.

2.5.4.2. Demonstrate that the firm and their team have a solid understanding of the technical aspects of the project.

2.5.4.3. Demonstrate that your firm has sufficient staff to perform in a timely manner and is able to make the necessary time commitment required to produce drawings and documents to meet the schedule.

2.5.4.3.1. Provide a detailed evaluation of the proposed schedule (e.g., will this schedule present a challenge? Can the schedule be shortened?). Provide a revised schedule based on your proposed changes.

2.5.4.4. Identify any difficulties that might be expected and how you will address those difficulties.

2.5.5. Criterion 3: Fee Structure/Price Schedule:

2.5.5.1. Are the parts and the sum on the Price Schedule reasonable and competitive based on the information submitted under Project Approach?

2.5.5.2. The firm should provide a breakdown of total estimated staff hours and costs for each phase of the project, from programming through construction administration, using the template provided entitled "Design Team Hours and Fee Per Phase." Hourly rates for each team member, including sub-consultants, should also be included.

2.5.5.3. The firm should indicate any additional tasks that could be required and their estimated costs. The firm should also itemize anticipated reimbursable expenses associated with these tasks and itemize their unit cost. All unit costs shall be fully burdened; no additional percentages or multipliers may be added.

2.5.5.4. Are the hourly rates and expenses itemized for additional services reasonable, complete and clear?

IMPORTANT NOTE: Criterion 3 is being evaluated based on "value", It is important that all requested information, i.e., rates, hours, etc., be provided. Failure to provide the detailed required information may result in a lower evaluation of the fee and could or may result in the disqualification of the proposal.

2.6. **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 the 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.

State House Expansion
115 State Street, Montpelier, Vermont

- 2.7. **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 associate with this request and/or any proposals made.
- 2.8. **CONTRACT TERMS:** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form, Attachment C and Attachment D as attached to this RFP for reference. The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.
 - 2.8.1. **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 <http://www.sec.state.vt.us/tutor/dobiz/forms/fcregist.htm> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/>.
 - 2.8.2. The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.
 - 2.8.3. **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.
 - 2.8.4. **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.
3. **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.
 - 3.1. The bid should include a Cover Letter, Qualifications and Financial Responses, and a Price Schedule.
 - 3.2. **COVER LETTER:**
 - 3.2.1. **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).
 - 3.2.2. 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 can the entire response be marked confidential, and the State reserves the right to disqualify responses so marked.

State House Expansion
115 State Street, Montpelier, Vermont

3.2.3. Exceptions to Contract Terms and Conditions. If the 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.

3.3. **BACKGROUND AND EXPERIENCE:** Provide details concerning the form of business organization, company size and resources; describe experiences relevant to providing Design Services and list all current or past applicable projects.

If a Bidder intends to use subcontractors, the Bidder must identify in the proposal the names of the subcontractors, the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s), as above.

3.4. **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.

3.5. **REPORTING REQUIREMENTS:** Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this RFP.

3.6. **PRICING:** Bidders shall submit their pricing information in the Price Schedule form attached to the RFP. Bidders may be required to submit pricing information separate from their bid package if specifically required above.

3.7. **CERTIFICATE OF COMPLIANCE:** This form **must** be completed and submitted as part of the response for the proposal to be considered valid.

4. **SUBMISSION INSTRUCTIONS:**

4.1. **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.

4.1.1. 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.

4.1.2. There will not be a public bid opening. However, the State will record the name, city, and state for any and all bids received by the due date. This information will be posted as promptly as possible following the due date online at: <https://bgs.vermont.gov/content/opc-bid-tabulation-sheets-0> .

4.2. **BID DELIVERY INSTRUCTIONS:**

4.2.1. **ELECTRONIC:** Electronic bids **will** be accepted.

4.2.1.1. **EMAIL BIDS.** Emailed bids **will** be accepted. Bids will be accepted via email submission to SOV.ThePathForward@vermont.gov. Bids must consist of a single email with a single, digitally searchable PDF attachment containing all components of the bid. 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.

4.2.1.2. **FAX BIDS.** Faxed bids will **not** be accepted.

4.2.2. **PAPER FORMAT BIDS:** Paper format bids will **not** be accepted.

5. **BID SUBMISSION CHECKLIST:**

State House Expansion
115 State Street, Montpelier, Vermont

- ✓ Cover Letter
- ✓ Qualifications and Financial Information for Criteria in RFP
- ✓ Completed Project Team Collaboration Chart
- ✓ Completed Design Team Hours & Fee Per Phase
- ✓ Hourly Rate Sheet
- ✓ Reimbursables Cost Schedule
- ✓ Signed and Completed Certificate of Compliance
- ✓ Signed and Completed Price Schedule

6. ATTACHMENTS:

- 6.1. Attachment C: Standard State Contract Provisions (December 15, 2017)
- 6.2. Certificate of Compliance
- 6.3. Price Schedule
- 6.4. SAMPLE Architect and Engineer State of Vermont Contract
- 6.5. Project Team Collaboration Chart
- 6.6. Design Team Hours and Fee Per Phase
- 6.7. Attachment D: Standard State Provisions, Architect/Engineer Professional Service Agreement
- 6.8. Buildings and General Services Design Guidelines
https://bgs.vermont.gov/dnc/design_guidelines
- 6.9. *Vermont Statehouse Renovation and Expansion Study* by Robert Burley Associates, December 1982.
- 6.10. *Vermont Statehouse Renovation and Expansion Study* by Robert Burley Associates, December 1982.
- 6.11. *Vermont State House Study of Space Needs* by Tricia Harper, Architect of State Buildings, January 1997.
- 6.12. *State House Renovations and Addition* by Finegold Alexander & Associates, January 2002.
- 6.13. *Inventory and Evaluation of State of Vermont Building Occupancy in the Capital District* by Black River Design, October 2015.
- 6.14. *Medium and Long-Term Legislative Space Assessment* by Freeman French Freeman, April 26, 2021.

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

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or

indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

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.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

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.
- 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.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

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.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

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.

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>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

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.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control

Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

- C. **Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

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.
- B. **Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

State House Expansion
115 State Street, Montpelier, Vermont

DATE: _____
Page 1 of 3

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 he 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. **FORM OF PAYMENT:** Does Bidder accept the Visa Purchasing Card as a form of payment?
 ___ Yes ___ No
- D. **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.

State House Expansion
115 State Street, Montpelier, Vermont

DATE: _____
Page 2 of 3

E. 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 ChallengeSM Certification
- Other internationally recognized building certification:

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:

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:

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

State House Expansion
115 State Street, Montpelier, Vermont

DATE: _____

F. Acknowledge receipt of the following Addenda:

Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____

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 House Expansion
115 State Street, Montpelier, Vermont

DATE: _____
Page 1 of 1

Price Schedule

The undersigned proposes to provide Architectural and Engineering Services for the **State House Expansion 115 State Street, Montpelier, Vermont**, in accordance with the requirements of this Request for Proposal. It is the Bidder's responsibility to thoroughly read and comply with all instructions and requirements of this bid solicitation.

A. Complete the attached table in accordance with requirements identified in this RFP.

Deliverable No.	Description	Price	Percentage	Delivery Date
1	Programming	\$		
2	Schematic Design	\$		
3	Design Development	\$		
4	Construction Documents	\$		
5	Bidding or Negotiation	\$		
6	Construction Administration (including 1-year warranty)	\$		
7	Commissioning (if being provided by Contractor)	Not Applicable		
8	Submittal Exchange for Design & Construction	\$		
	Reimbursable Expenses	\$		
	Total Project Cost	\$		

C. Provide your firm's Hourly Rate Sheet and a Reimbursables Cost Schedule.

D. Provide the following information:

- Multiplier for additional services of professional consultants _____ times amount billed to the Architect/Engineer for such additional services.
- Multiplier for additional services of professional sub-consultants _____ times amount billed to the Architect/Engineer for such additional services.

Name of Bidder: _____ Contact Name: _____

By: _____ Name: _____
SIGNATURE

BGS – State House Expansion RFP Review

Section 1: RFP Overview

The Vermont Department of Buildings and General Services (“BGS”) intends to issue a Request For Proposal (“RFP”) for architectural and engineering design services in connection with a potential expansion of the Vermont State House in Montpelier. BGS seeks guidance on whether the services to be procured in the RFP can be funded by the State Fiscal Recovery Fund (SFR).

The RFP seeks a contractor that will analyze operational and safety needs in certain areas of the State House (e.g., the optimum size of committee rooms, the “size and flow” of the cafeteria/surrounding space, a new fire suppression system) and provide BGS with proposed options for whether and how to efficiently and proportionally proceed with capital projects to address the needs the contractor identifies. Subsequently, the contractor will provide construction-related services for any such approved capital projects. Such services include assisting in the procurement of a construction manager, drafting bid and construction documents, participating in the bid process and negotiations, assisting in construction administration, and remaining on-call during the one-year guarantee period after construction closeout.

Guidehouse received the RFP on May 2, 2022 and met with BGS on May 5, 2022 to discuss its contents. Guidehouse’s review of this RFP is limited to comparing the outlined scope against SFR federal eligibility guidelines. BGS confirmed that the purpose of this RFP is to procure design and engineering services to evaluate the current State House space against pandemic operational needs to ensure that the State House can be used for in-person meetings and re-open to the public safely to resume operations during pandemic conditions while mitigating risks of viral transmission. Overall, we recommend changes to the RFP that (1) clarify this project’s link to COVID-related impacts, (2) differentiate SFR- and non-SFR-eligible elements of the project in separate scopes of work, and (3) clearly state that compliance with SFR rules and regulations will be required of the selected vendor for the SFR-funded scope of work.

Section 2: Recommended RFP Changes

2.1: Clarifying COVID-19 links

One of the primary eligible uses of SFR funds is to respond to the public health or negative economic impacts of the pandemic, including impacts of the pandemic on public sector capacity, in a proportionate and cost-effective manner.¹ Pre-project services aimed at developing potential capital projects must be “tied to or reasonably expected to lead to an [SFR-]eligible capital expenditure.”² At present, the RFP does not establish clear links between the potential pre-project development activities and pandemic-related harms or impacts.

Echoing the clarifications BGS provided in the 5/5/22 meeting, we recommend that the RFP clearly state, both in its overview section and in context of the list of activities included within the RFP scope, that it is being issued to address needs caused or exacerbated by the pandemic, with specific descriptions clarifying that link. In alignment with BGS’ clarifications, the RFP should clarify that the scope of work is

¹ See [Coronavirus SFR Treasury Final Rule, Federal Register, Vol. 87, No. 18, Rules and Regulations](#) (Jan. 27, 2022) (the “Final Rule”), p. 4448.

² [Final Rule](#), p. 4393.

focused on an evaluation of the State House’s current space and various alternatives to allow for safe operations and access to the State House during the pandemic, not a presupposition of large-scale capital project solutions from the outset (though such projects can be listed as potential solutions in the RFP).

When evaluating potential solutions, considerations can include an assessment of alternative measures that might address negative COVID-19 impacts. Per Treasury, “[R]ecipients should choose the most cost-effective option” to address an eligible impact via a capital expenditure “unless it substantively reduces the effectiveness of the capital investment in addressing the harm identified.”³ In context of the State House expansion, the pre-construction activities funded via SFR may include an assessment of the State House expansion against other alternatives that can address the COVID impact and enable safe operations (e.g., other available spaces that can be leveraged near the State House, ventilation improvements, etc.).

Wherever possible, the RFP’s discussion of why services are necessary should mirror the language regarding SFR-eligible activities in the [Final Rule](#). For example:

- Pandemic-related operational needs: “[SFR is] authorize[d for] capital investments in public facilities to meet pandemic operational needs, such as... adaptations to public buildings to implement COVID–19 mitigation tactics.”⁴ This appears to be the most relevant category of SFR use for BGS’ RFP.
- Pandemic-related public health needs: “In recognition of the importance of capital expenditures in the COVID–19 public health response, Treasury enumerates that the following projects are examples of eligible capital expenditures, as long as they meet the [Rule’s] standards for [such] expenditures[:] Adaptations to... public facilities and schools (excluding construction of new facilities for the purpose of mitigating spread of COVID–19 in the facility).”⁵
- Administrative impacts caused or exacerbated by the pandemic: “[SFR] funds may be used to address administrative needs of recipient governments that were caused or exacerbated by the pandemic.... This also includes using funds for increased repair or maintenance needs to respond to significantly greater use of public facilities during the pandemic.... Capital expenditures such as technology infrastructure to adapt government operations to the pandemic..., reduce government backlogs, or meet increased maintenance needs are eligible.”⁶

Below is a table of specific component activities presently listed in the RFP, together with our assessment of their current risk of SFR ineligibility, citations to the section of the [Final Rule](#) that the activity might potentially fall under, and comments regarding the activities’ potential eligibility under that section.

³ [Final Rule](#), p. 4391.

⁴ [Final Rule](#), p. 4389.

⁵ [Final Rule](#), p. 4354.

⁶ [Final Rule](#), pp. 4388-89.

Table 1 – Summary of scope items in RFP and relevant risks and guidance

Scope Item	RFP Location	Possible SFR Eligibility Category	Assessed Risk	Commentary & Final Rule Text Application
Basic design development requirements: Basis of Design, executive summaries, review of past studies, incorporating BGS standards	p.2, 2.1.1, 2.1.2, 2.1.3, 1.1.1, ⁷ 1.1.8, 1.1.9, 1.1.10 1.1.11, 1.1.12	Varies	Varies	These scope items' risk will be determined by the risk of the elements they support— i.e., the contractor's time spent on executive summaries for a high-risk activity is itself high risk.
Coordinate & adapt current HVAC design project to ensure continuity in any new/renovated areas	1.1.16	Pandemic-related public health needs	Low	"Installation and improvements of ventilation systems" are enumerated eligible SFR uses in the Final Rule. ⁸ HVAC projects should improve indoor air quality and not be limited to heating improvements in order to be considered responsive to pandemic-related public health needs ⁹ .
Assessment of necessary ADA improvements to make the State House more accessible	p.2	Pandemic-related operational needs	Low	ADA improvements that make the building more accessible to individuals with disabilities would appear to be lower risk, since these improvements increase access to public services and facilities among an especially vulnerable population that has been disproportionately impacted by the pandemic. ¹⁰

⁷ The RFP's section numbering restarts after Section 2.1.4.

⁸ [Final Rule](#), p. 4354.

⁹ See [Coronavirus State & Local Fiscal Recovery Funds Final Rule: Frequently Asked Questions](#) (Apr. 27, 2022) (the "Final Rule FAQ") at 2.19 (pp. 14-15), for more detailed guidance on allowable HVAC upgrades.

¹⁰ See generally Nat'l Council on Disability, [2021 Progress Report: The Impact of COVID-19 on People with Disabilities](#) (Oct. 29, 2021).

Analysis of the “optimum size” of committee rooms & whether renovation of existing space can provide such optimum-sized rooms, or whether a new State House addition is needed	p.2, 1.1.2, 1.1.3, 1.1.5 1.1.9	Pandemic-related operational needs	Moderate	RFP should clarify that this is an evaluation of the committee rooms to ensure that the State House is operating safely during pandemic conditions (e.g., space that is properly ventilated and conducive to social distancing). “[A]daptations to public buildings to implement COVID–19 mitigation tactics” are an eligible SFR category. ¹¹
Design of “a solution to protect pedestrians and vehicles from falling ice from the roof(s) at the west entrance (loading dock)”	1.1.7	Administrative needs caused or exacerbated by the pandemic	Moderate	BGS clarified that this loading dock experienced/will experience increased use since it is designated as the COVID testing site entrance. This may qualify it for pre-construction activities that eventually lead to a capital project that addresses increased repair and maintenance needs due to its “significantly greater use... during the pandemic.” ¹²
Analysis of the “size and flow” of the cafeteria “and surrounding space” to determine if renovations or additions are needed “to make the space more useable and improve the flow”	1.1.4, 1.1.5, 1.1.9	Pandemic-related operational needs	High	Current RFP does not suggest how cafeteria revamp might be an “adaptation... to implement COVID-19 mitigation tactics.” ¹³ BGS clarified that expansion of committee room space to enable social distancing would have an impact on the cafeteria space. To mitigate risks related to this activity, BGS should further clarify the COVID link and justify the necessity/proportionality of this activity in addressing the identified COVID harms.

¹¹ [Final Rule](#), p. 4389.

¹² [Final Rule](#), p. 4389.

¹³ [Final Rule](#), p. 4389.

Contingent activities that may be necessary in order to undertake any capital projects at the State House (code review; new sprinkler system design)	2.1.4, 1.1.6	Pandemic-related operational needs	High	These items are not, in and of themselves, responsive to COVID-19 impact, but may be required by law in order to complete capital projects that do respond to COVID-19 impacts. In order to be SFR eligible, the contingent activities must be required components of capital projects that address a COVID-19 impact in a reasonably proportional and cost-effective manner. ¹⁴ The RFP should confirm this framing to clarify that these are assessments that would be required as part of any identified expansion that responds to the identified COVID-19 impact to ensure safe operations during the pandemic.
Construction-related activities (CM procurement, drafting construction docs, bid process/negotiations, construction admin, closeout)	<i>p.2, 1.2 (p.4)</i>	<i>n/a</i>	<i>n/a</i>	As discussed below and at our meeting, BGS should set out a separate scope of work funded using an alternate source for construction-related activities, oversight of moderate-to-high-risk construction activities, and/or activities that extend beyond 2026.

2.2: Scopes of Work Following the RFP

At our meeting, BGS stated that the easiest way to conduct a single procurement for architectural and design services for all aspects of State House expansion/renovation would be to issue a single RFP, with multiple scopes of work to follow under the procured master contract. Two of the identified scopes of work include (1) activities to be funded by SFR, primarily focused on design and architectural services (pre-construction activity) and (2) a non-SFR-funded scope of work focused on construction-related activities, including any capital projects, oversight of high-risk construction activities, moderate-to-high risk activities included in the table above, and any work that extends beyond 2026. Guidehouse

¹⁴ [Final Rule](#), p. 4390.

recommends that the main dividing point for activities between the two scopes of work be the completion of design development.

As a practical matter, SFR funds must be obligated by December 31, 2024 and expended by December 31, 2026, while the project is expected to last into 2028.¹⁵ Design development is currently slated to finish at the end of 2024, making it a natural stopping point.¹⁶ BGS also indicated that after the completion of design development, the Legislature would need to appropriate additional funding for the project, making it an ideal time for the project to shift funding streams.

Furthermore, after design development, the RFP's tasks leave pre-project services behind and take on elements of construction assistance for a capital project. The Final Rule cites [2 C.F.R. 200.1](#)'s definition of capital expenditures, and that definition encompasses "expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life."¹⁷ Capital expenditures of SFR funded projects expected to cost \$1,000,000 or more trigger additional justification, documentation, and reporting requirements.¹⁸

2.3: Federal Compliance Requirements

The RFP and contract documents should make clear that the successful bidder must meet all applicable requirements of the [American Rescue Plan Act, Final Rule](#), and [Uniform Federal Guidance](#) (2 C.F.R. 200 *et seq.*) when undertaking the SFR-funded scope of work. BGS may wish to include a link to the [Final Rule](#) in both the RFP and contract, and note any potential change in requirements if necessary to meet federal regulations and eligibility guidance.

Appendix 1: Relevant Final Rule Guidance¹⁹

General SFR Eligibility

"A program, service, or capital expenditure is eligible... if a recipient identifies a harm or impact to a beneficiary or class of beneficiaries caused or exacerbated by the public health emergency or its negative economic impacts and the program, service, or capital expenditure responds to such harm. A program, service, or capital expenditure responds to a harm or impact experienced by an identified beneficiary or class of beneficiaries if it is reasonably designed to benefit the beneficiary or class of beneficiaries that experienced the harm or impact and is related and reasonably proportional to the extent and type of harm or impact experienced." (p. 4448)

Capital Expenditures

The Final Rule borrows [2 C.F.R. 200.1](#)'s definition of capital expenditures, and that definition encompasses "expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life." (p. 4447)

¹⁵ See [Final Rule](#), p. 4340.

¹⁶ RFP at 1.2 (p.4).

¹⁷ [Final Rule](#), p. 4447; [2 C.F.R. 200.1](#).

¹⁸ See [Final Rule](#), p. 4392.

¹⁹ All citations in this appendix are to the [Final Rule](#) unless otherwise specified.

Pre-Project Development

“Recipients may... use [SFR] funds for pre-project development costs that are tied to or reasonably expected to lead to an eligible capital expenditure. For example, pre-project costs associated with planning and engineering for an eligible project are considered an eligible use of funds.” (p. 4393)

Cost Effectiveness of Capital Expenditures

“[R]ecipients should choose the most cost-effective option” to address an eligible impact via a capital expenditure “unless it substantively reduces the effectiveness of the capital investment in addressing the harm identified.” (p. 4391)

Capital Expenditures for Reducing Administrative Burden

“[SFR] funds may be used to address administrative needs of recipient governments that were caused or exacerbated by the pandemic.... This also includes using funds for increased repair or maintenance needs to respond to significantly greater use of public facilities during the pandemic.... Capital expenditures such as technology infrastructure to adapt government operations to the pandemic..., reduce government backlogs, or meet increased maintenance needs are eligible.” (pp. 4388-89)

Capital Expenditures for COVID-19 Mitigation and Prevention

“[Eligible expenditures] include[] capital investments in public facilities to meet pandemic operational needs, such as physical plant improvements to public hospitals and health clinics; adaptations to public buildings to implement COVID-19 mitigation tactics.” (p. 4389)

“In recognition of the importance of capital expenditures in the COVID-19 public health response, Treasury enumerates that the following projects are examples of eligible capital expenditures, as long as they meet the standards for capital expenditures[:]. Adaptations to... public facilities (excluding construction of new facilities for the purpose of mitigating spread of COVID-19 in the facility).” (p. 4354)

HVAC/Ventilation System Improvements

“As a general matter, ventilation improvements, including updates to HVAC systems, improved air filtration, and increased outdoor air flow, can help reduce the concentration and risk of exposure to aerosols, and thus infection with COVID-19. The National COVID-19 Preparedness Plan specifies that improving ventilation and air filtration is a key component of keeping schools and businesses safely open...

“Under the [SFR] program, funds for installation and improvement of ventilation systems can be used for projects that respond to the pandemic’s public health impacts and provide longer-term benefits, including the inspection, testing, commissioning, maintenance, repair, replacement, and upgrading of HVAC systems to improve indoor air quality in facilities. Projects can include assessing current HVAC systems, updating HVAC systems, updating air filters, installing functional windows for improved ventilation, repairing windows and doors, installing in-room air

cleaning devices, and other projects for improving indoor air quality.” (Final Rule FAQ, pp. 14-15, emphasis added)

As a response “to the public health impacts of the public health emergency,” the “installation and improvement of ventilation systems in... public facilities” is a presumptively eligible use of SFR funding. (p. 4449)

Social Distancing Measures Generally

The Final Rule includes the following example in the context of aid to impacted small businesses – however, this guidance can likely be extrapolated to justify RFP expenses relating to evaluating space and expansion requirements to enable social distancing: “Assistance to small businesses and nonprofits and aid to impacted industries to implement COVID–19 prevention or mitigation tactics, such as physical plant changes to enable social distancing” is an eligible expenditure. (p. 4389, emphasis added)

Proportionality of Capital Projects for Social Distancing Alone

“[C]onstruction of a new, larger public facility for the purpose of increasing the ability to socially distance generally would not be considered a reasonably proportional response compared to other less time and resource-intensive options that may be available and would be equally or more effective. Other solutions, such as improvements in ventilation, could be made more quickly and are typically more cost effective than construction of a new, larger facility.” (p. 4390, emphasis added)

State of Vermont, Agency of Administration State Fiscal Recovery Fund Questionnaire

INTRODUCTION

The Agency of Administration has established the COVID-19 Financial Office (CFO) to oversee the distribution of money for the State Fiscal Recovery Fund (SFR). The CFO is charged with warranting Vermont’s compliance with the federal and state eligibility, documentation, and auditing conditions of COVID-19 federal funding.

This questionnaire is intended to gather information from Vermont agencies/departments with SFR appropriations or excess receipts spending authority for COVID-19 response and recovery. The CFO requires that all entities expending SFR complete this questionnaire and receive approval for their proposed uses of funds prior to expending funds or launching programs, to ensure alignment with Treasury guidelines. If you plan to provide SFR to a subrecipient that will help administer funds, please gather the needed information from your subrecipient to help complete this questionnaire.

Please return this completed questionnaire to ADM.COVID@vermont.gov a minimum of two weeks prior to expending funds or launching your program.

Roadmap for Completing the Questionnaire

Step 1: Identify all SFR appropriations and ERRs for your agency/department.

Step 2: For each appropriation, identify whether it will be used to launch a grant/beneficiary program and/or to cover the agency/department’s expenses.

Agency/department expenses include the agency/department’s own costs and contracts. For example, if you plan to use SFR for a technical assistance program, this would count as an “expense” rather than a grant/beneficiary program, since the State would not be providing funds to a third party subrecipient or beneficiary.

Step 3: In Section 1, identify the legislative appropriations and ERRs that the questionnaire is intended to describe.

For grant/beneficiary programs, please include no more than one program per questionnaire and identify the appropriation(s) for this program in Section 1, question 4. For expenses, you can combine expenses that fall within multiple appropriations, as long as these appropriations are identified in Section 1, question 5.

Step 4: Complete Section 2 only if you indicated an appropriation for a grant/beneficiary program. Complete Section 3 only if you indicated appropriations that include agency/department expenses. All agencies/departments are required to complete Section 4 and Section 5 to describe the use of funds for the appropriations outlined in Section 1, including the outlined grant/beneficiary program and/or expenses.

INTRODUCTION	1
SECTION 1: GENERAL INFORMATION	2
SECTION 2: GRANT/BENEFICIARY PROGRAM DESIGN	2
SECTION 3: AGENCY/DEPARTMENT EXPENSES.....	4
SECTION 4: USE OF FUNDS	4
SECTION 5: RESTRICTIONS ON USE.....	13

To ensure proper form data entry and submission, please open the questionnaire in a desktop version of Acrobat 7.0 or later. It is advised that you not edit the form in a browser as form functionality may be lost.

State of Vermont, Agency of Administration State Fiscal Recovery Fund Questionnaire

SECTION 1: GENERAL INFORMATION

1. **Vermont agency/department name:** ADMINISTRATION / BUILDINGS AND GENERAL SERVICES
2. **Contact name:** Reuben Samaniego
3. **Contact email:** Reuben.Samaniego@vermont.gov
4. **Legislative appropriation (Act, Section number) or ERR # for grant/beneficiary program, if applicable:**
5. **Legislative appropriation (Act, Section number) or ERR # for State expenses, if applicable:**
Act 83, section 56 (a)
6. **Total amount for appropriations and ERRs listed above, broken down by appropriation/ ERR:**
\$1,500,000.00
7. **Do you have explicit authorization to use part of your SFR appropriation for program administrative expenses?**
 Yes No
 - a. **Unless otherwise noted in Vermont statute, administrative expenses are capped at 5%. Please confirm that your administrative expenses do not exceed 5%.**
 Yes No, explain
 - b. **Which type of administrative expenses will you use? Please select all that apply.**
 Direct expenses Indirect expenses

SECTION 2: GRANT/BENEFICIARY PROGRAM DESIGN

Please complete this section only if you indicated an intended use of SFR to launch a grant/ beneficiary program.

1. **Grant/beneficiary program name:**
2. **Please describe your grant/beneficiary program, outlining how it addresses a COVID-19 need (3-4 lines).**
3. **Entities/individuals receiving funds from the program (select all that apply):**
 Government entities Component units Non-profit entities
 For-profit entities Individuals Other:

State of Vermont, Agency of Administration State Fiscal Recovery Fund Questionnaire

4. Relationship between Vermont agency/department and the entity/individuals receiving funds:

For assistance in determining the relationship, please complete the [Federal Award Classification Checklist](#).

Subrecipient Contractor Beneficiary (requires CFO approval)

5. Will the program require an application from the entity receiving funds? Yes No (skip to Q. 8)

6. Please provide the following information for the grant/beneficiary program:

- | | |
|--------------------------|-------------------------------------|
| a. Launch date: | d. Expected date of award issuance: |
| b. Application deadline: | e. Minimum award (if applicable): |
| c. Date of notification: | f. Maximum award (if applicable): |

7. If there are multiple application rounds, please provide the intended timelines for each round.

8. Please confirm that you will include required [SFR assurances](#) in the program application and/or award.

Yes No

9. Please confirm that you will adopt processes to prevent duplication of benefit by verifying that applicants have not applied for/received any other federal funds for the same expenses included in their SFR award.

Yes No, explain

10. Will the grant/beneficiary program award cover (select all that apply):

Costs Revenue Loss Economic Support

a. What supporting documentation will applicants be required to provide to verify their costs/revenue losses?

<input type="checkbox"/> Invoices	<input type="checkbox"/> Proof of Payment	<input type="checkbox"/> Expenditure Detail
<input type="checkbox"/> Income statements	<input type="checkbox"/> Tax filings	<input type="checkbox"/> Other:

b. What formula will be used to determine the award amount?

c. How will the program validate that the award addresses a COVID-19 need?

State of Vermont, Agency of Administration State Fiscal Recovery Fund Questionnaire

SECTION 3: AGENCY/DEPARTMENT EXPENSES

Please complete this section if you indicated an intended use of SFR for your agency/department's own expenses.

1. Type of SFR expenses (select all that apply):

Agency/department's operating costs

Contract(s) to perform State-commissioned work, in compliance with [Bulletin 3.5](#).

a. Do you plan to issue a Request for Proposal (RFP) or a Request for Quote (RFQ) using these SFR dollars? If yes, please attach a copy of the RFP/RFQ. Yes No

b. If you intend any other kind of procurement to use these SFR dollars, please describe your procurement process.

2. Please describe your COVID-19 expenses, outlining how they address a COVID-19 need:

SECTION 4: USE OF FUNDS

Please complete this section to describe your intended use of SFR for the appropriations and ERRs identified in Section 1, reflecting the categories of SFR use that best describe your identified program and expenses.

1. Please select the categories that best describe your intended use of SFR (select all that apply).

COVID-19 Public Health and Economic Impacts (*Complete subsection 4A*)

Premium Pay to Essential Workers (*Complete subsection 4B*)

Investments in Infrastructure (*Complete subsection 4C*)

4A: COVID-19 Public Health Impacts and Economic Impacts

4A-I: COVID-19 Public Health Impacts

If you select any uses under 4A-I, please also complete section 4A-III: Public Sector Capacity & General Provisions.

2. Do you plan to use SFR for the following public health and medical expenses? Select all that apply.

COVID-19 mitigation, prevention, and medical expenses, including:

COVID-19 prevention and mitigation strategies, including ventilation system improvements and developing outdoor spaces (government entities, small businesses, nonprofits, businesses in impacted industries)

Expenses related to vaccination programs, including vaccine incentives and construction or improvements of vaccination sites

Testing programs, equipment, improvements or construction of testing sites and laboratories, monitoring, contact tracing, and public health surveillance (e.g., monitoring case trends, variant genomic sequencing)

State of Vermont, Agency of Administration State Fiscal Recovery Fund Questionnaire

- COVID-19 prevention and treatment equipment, such as ventilators and ambulances, medical and PPE/protective supplies and support for isolation or quarantine
- Improvement or construction of medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., ICUs, emergency rooms), temporary medical facilities and other measures to increase COVID-19 treatment capacity, emergency operations centers, and emergency response equipment
- Capital investments in public facilities to meet pandemic operational needs, such as physical plant improvements to public hospitals and health clinics or adaptations to public buildings to implement COVID-19 mitigation tactics
- Technical assistance on mitigation of COVID-19 threats to public health and safety, public communication efforts, enforcement of public health orders, establishment and enhancement of public health data systems, and public telemedicine capabilities
- Support for prevention and mitigation in congregate living facilities, public facilities, and schools
- Unreimbursed expenses for medical care for COVID-19 testing or treatment, such as uncompensated care costs for medical providers, or out-of-pocket costs for individuals
- Treatment of long-term symptoms or effects of COVID-19
- Paid family and medical leave for public employees to comply with COVID-19 public health precautions
- Emergency medical response expenses

Behavioral health care programs, including:

- Prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs, outreach to individuals not yet engaged in treatment, harm reduction, or long-term recovery support
- Behavioral health facilities and equipment or enhanced behavioral health services in schools
- Services for special populations (for example, mental health first responder programs to divert individuals experiencing mental illness from the criminal justice system or services for pregnant women or infants born with neonatal abstinence syndrome)
- Support for equitable access to reduce disparities in access to high-quality behavioral health treatment
- Peer support groups, costs for residence in supportive housing or recovery housing, and hotline services
- Expansion of access to evidence-based services for opioid use disorder prevention, treatment, harm reduction, and recovery

Preventing and responding to violence, including:

- Community violence intervention programs, including evidence-based practices like focused deterrence, wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance
- Law enforcement officers focused on advancing community policing; enforcement efforts; or technology and equipment to support law enforcement response for communities experiencing increased gun violence due to the pandemic

State of Vermont, Agency of Administration State Fiscal Recovery Fund Questionnaire

Other (please specify):

4A-II: COVID-19 Economic Impacts

If you select any uses under 4A-II, please also complete section 4A-III: Public Sector Capacity & General Provisions

3. Do you plan to use SFR to assist households that have been economically impacted by COVID-19? If so, select type(s) of program below:

- Assistance for food; emergency housing needs; burials, home repairs, or weatherization; internet access or digital literacy; cash assistance; and assistance accessing public benefits
- Paid sick, medical, or family leave programs, or assistance to expand access to health insurance
- Childcare, early learning services, home visiting, or assistance for child welfare-involved families or foster youth
- Programs to address the impacts of lost instructional time for K-12 students
- Development, repair, and operation of affordable housing and services or programs to increase long-term housing security; services for homeless individuals, including temporary residences for people experiencing homelessness
- Financial services that facilitate the delivery of Federal, State, or local benefits for unbanked and underbanked individuals
- Benefits for the surviving family members of individuals who have died from COVID-19, including cash assistance to surviving spouses or dependents of individuals who died of COVID-19
- Job training assistance for individuals who are unemployed, underemployed, or seeking a position with greater opportunities for economic advancement
- Contributions to State unemployment insurance trust funds
- Other (please specify):

4. If you will use SFR to assist impacted households, how will you determine household eligibility?

- Low- and moderate-income households as defined in the final rule (up to 300% FPG or 65% AMI)
- Households that also qualify for the for the Children's Health Insurance Program (CHIP); Childcare Subsidies through the Child Care and Development Fund (CCDF); or Medicaid
- Households that experienced increased food insecurity
- Households that experienced unemployment or workers who are underemployed
- Households that also qualify for the National Housing Trust Fund and Home Investment Partnerships Program (for affordable housing projects only)
- Households facing homelessness, households at risk of eviction or foreclosure, or households that experienced increased housing insecurity during the public health emergency
- Individuals who lost instructional time in K-12 schools during the public health emergency (for services to address lost instructional time only)

State of Vermont, Agency of Administration State Fiscal Recovery Fund Questionnaire

- a. For programs/services that will serve any households that do not meet the thresholds set above, please describe how the populations or areas you will serve are impacted by the pandemic.

5. Do you plan to use SFR to assist households disproportionately impacted by COVID-19? If so, select type(s) of program below:

- Services to address health disparities. Please explain:
- Housing vouchers and relocation assistance
- Investments in communities to promote improved health outcomes and public safety such as parks, recreation facilities, and programs that increase access to healthy foods
- Capital expenditures and other services to address vacant or abandoned properties
- Services to address educational disparities, including assistance to high-poverty school districts to advance equitable funding across districts and geographies and evidence-based services to address the academic, social, emotional, and mental health needs of students
- Remediation of lead paint or other lead hazards, including remediation to address lead-based public health risk factors, outside of lead in water (such as evaluation and remediation of lead paint, dust, or soil hazards; testing for blood lead levels; public outreach and education; and emergency protection measures)
- Facilities and equipment related to the provision of these services to the disproportionately impacted household, population, or community
- Other (please specify):

6. If you are using SFR to provide assistance to disproportionately impacted households, how will you determine disproportionate impact?

- These programs/services will be provided exclusively in Qualified Census Tracts (QCTs) or to households from QCTs¹
- Serving low-income households as defined in the final rule (up to 185% FPG or 40% AMI)
- Serving households that qualify for Temporary Assistance for Needy Families (TANF); Supplemental Nutrition Assistance Program (SNAP); Free and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs; Medicare Part D Low-income Subsidies; Supplemental Security Income (SSI); Head Start and/or Early Head Start; Special Supplemental Nutrition Program for Women, Infants, and Children (WIC); Section 8 Vouchers; Low-Income Home Energy Assistance Program (LIHEAP); or Pell Grants
- Title I eligible schools, as described in the final rule

- a. For programs/services that will serve households that do not meet the thresholds above, please describe how the populations or areas you will serve are disproportionately impacted by the pandemic.

¹ U.S. Department of Housing and Urban Development (HUD), Qualified Census Tracts and Difficult Development Areas, <https://www.huduser.gov/portal/datasets/qct.html> (last visited March 11, 2022).

State of Vermont, Agency of Administration State Fiscal Recovery Fund Questionnaire

7. Do you plan to use SFR to provide assistance to small businesses economically impacted by COVID-19? If so, select type(s) of assistance below: (please see footnote for Treasury's definition of small businesses)²

- Loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees, and mortgage, rent, utility, and other operating costs
- Technical assistance, counseling, or other services to support planning
- Assistance targeting startups and microbusinesses that faced increased startup costs, had greater difficulty accessing credit, or lost expected capital funding due to the pandemic
- Other (please specify):

a. Please describe the economic impacts that the intended beneficiaries have faced due to the COVID-19 pandemic (e.g., decreased revenue, financial insecurity, increased costs, difficulty to weather financial hardship, challenges covering payroll, rent or other operating costs):

8. Do you plan to use SFR to assist small businesses disproportionately impacted by COVID-19? If so, select type(s) of assistance below:

- Rehabilitation of commercial properties, storefront improvements, and façade improvements
- Technical assistance, business incubators and grants for start-up or expansion costs for small businesses
- Support for microbusinesses, including financial, childcare, and transportation costs
- Other (please specify):

a. Will these programs/services be provided to businesses exclusively in QCTs³?

- Yes No

b. For programs/services that will serve any small businesses outside of QCTs, please describe how the businesses you will serve are disproportionately impacted by the pandemic.

9. Do you plan to use SFR to provide assistance to nonprofits economically impacted by COVID-19? If so, select type(s) of assistance below: (please see footnote for Treasury's definition of nonprofits)⁴

- Loans or grants to mitigate financial hardship such as declines in revenues (e.g., lower donations or fees) or increased costs (e.g., uncompensated increases in service needs)
- Technical assistance
- Other (please specify):

² Note: Per Treasury, a small business eligible to receive SFR assistance as a beneficiary is defined as "a business concern or other organization that: 1) has no more than 500 employees or, if applicable, the size standard in number of employees established by the Administrator of the Small Business Administration for the industry in which the business concern or organization operates; and 2) is a small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632)" (final rule, p.4377).

³ U.S. Department of Housing and Urban Development (HUD), Qualified Census Tracts and Difficult Development Areas, <https://www.huduser.gov/portal/datasets/qct.html> (last visited March 11, 2022).

⁴ Note: Per Treasury, a nonprofit eligible to receive SFR assistance as a beneficiary is defined as a "nonprofit organization that is exempt from Federal income taxation and that is described in section 501(c)(3) or 501(c)(19) of the Internal Revenue Code" (final rule, p. 4447).

State of Vermont, Agency of Administration State Fiscal Recovery Fund Questionnaire

- a. Please describe the economic impacts that the intended beneficiaries have faced due to the COVID-19 pandemic (e.g., decreased revenue, financial insecurity, increased costs, difficulty to weather financial hardship, challenges covering payroll, rent or other operating costs):

10. Do you plan to use SFR to assist nonprofits disproportionately impacted by COVID-19 (i.e., nonprofits in QCTs)? If so, indicate type(s) of assistance below:

Please provide a description of the assistance:

- a. For programs/services that will serve any nonprofits outside of QCTs, please describe how the nonprofits you will serve are disproportionately impacted by the pandemic.

11. Do you intend to use SFR to aid an industry impacted by the economic effects of COVID-19? If so, please select the type of assistance below:

- Aid to mitigate financial hardship due to declines in revenue or profits by supporting payroll costs
- Support of operations and maintenance of existing equipment and facilities, such as rent, leases, and utilities
- Aid for technical assistance, counseling, and other services to assist with business planning needs
- Aid to support the safe reopening of businesses
- Direct spending by agency/department to promote an industry
- Other (please specify): The State House is the most visited tourism site in Vermont and there will be ancillary benefits to businesses in the region when it can operate at capacity.

a. Please select the industry you will assist:

- Tourism, Travel, and Hospitality
- Agriculture, Forestry, Fishing, and Hunting⁵
- Another industry that faced a negative economic impact due to the COVID-19 pandemic (please specify):⁶

- b. Please confirm that assistance under this category will only be provided to businesses, attractions, and business districts that were operating prior to the pandemic and affected by required closures and other efforts to contain the pandemic. I Confirm.

4A-III: Public Sector Capacity & General Provisions

12. Do you plan to use SFR to cover payroll expenses for public health and safety staff?

- Yes No (skip a)

- a. Please confirm that SFR will only be used for payroll and benefits of public safety, public health, health care, human services, and similar employees for the portion of the employee's time

⁵ CFO approved Vermont's Agriculture, Forestry, Fishing, and Hunting (as defined by NAICS Code 11) industry as an impacted industry on May 11, 2022.

⁶ For guidance on how to establish another impacted industry that experienced impact due to COVID-19 commensurate with Tourism, Travel, and Hospitality, contact CFO.

State of Vermont, Agency of Administration State Fiscal Recovery Fund Questionnaire

spent mitigating/responding to COVID-19 or using the administrative convenience below.

Yes

No

Administrative convenience: Public health and safety employees may be considered entirely devoted to mitigating/responding to the COVID-19 emergency if the employee, or their operating unit or division, is primarily dedicated to responding to the COVID-19 emergency (i.e., more than half of the employee, unit, or division's time is dedicated to responding to COVID-19). You may consider other presumptions for assessing the extent to which an employee, division, or operating unit is engaged in COVID-19 activities, provided that you reassess periodically and maintain records to support your assessment. Examples include payroll records, attestations from supervisors or staff, or regular work products and correspondences demonstrating work on the COVID-19 response.

13. Do you plan to use SFR for the following expenses related to government employment or public sector staff?

- Providing additional funding for employees who experienced pay cuts and furloughs
- Retaining workers (designed to persuade employees to remain with the State as compared to other employment options)
- Ancillary administrative costs associated with the SLFRF-funded programs above (e.g., publishing job postings, reviewing applications, training new hires)

14. Do you plan to use SFR for costs to improve the design/execution of programs responding to the COVID-19 pandemic or improve the efficacy of programs addressing negative economic impacts? If so, select type(s) of improvements below:

- Program evaluation and evidence resources to support building and using evidence to improve outcomes
- Data analysis resources to gather, assess, and use data for effective policymaking
- Technology infrastructure resources to improve access to and the user-experience of government information technology systems, such as upgrades to hardware and software, improvements to public-facing websites or data management systems, or measures to adapt government operations to the pandemic (e.g., video-conferencing software)
- Community outreach and engagement resources to improve equity and effective implementation programs
- Reduction of backlogs resulting from pandemic-related shutdowns
- Repair or maintenance in response to greater use of public facilities during the pandemic (e.g., increased use of parks resulting in damage or increased need for maintenance)

15. Do you plan to use SFR for any other projects to support public sector capacity?

Yes

No

If yes, please provide a description of the use of funds below:

The State House is over 160 years old and for five to six months every year the General Assembly meets, filling the State House with legislatures and others who interact with the General Assembly. The House and Senate chambers are the oldest active chambers in the United States and along with the compact House and Senate committee rooms, spatial distancing during the pandemic was not possible. These funds will be used to design and renovate the State House to provide the spatial distancing throughout the State House to allow the General Assembly to conduct business.

⁷ Treasury adopts several definitions from the Uniform Guidance at 2 CFR 200.1, including for capital expenditures, capital assets, equipment, and supplies. Per the Uniform Guidance, the term "capital expenditures" means "expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life." The term "capital assets" means "tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with [Generally Accepted Accounting Principles]." Capital assets include lands, facilities, equipment, and intellectual property. Equipment means "tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000." Supplies, which means all tangible personal property other than those included as "equipment," are not considered capital expenditures.

State of Vermont, Agency of Administration State Fiscal Recovery Fund Questionnaire

16. Do you plan to use SFR for capital expenditures⁷ related to any uses identified in section 4A of this Questionnaire? For projects related to water, sewer, and broadband infrastructure, capital expenditure justification requirements do not apply – please see section 4C.

Yes No (Please skip a and b below)

a. Please indicate whether the total expected capital expenditure of any project in your program will exceed \$1 million (if expected capital expenditures are unknown for projects, please provide further information under part b)⁸

Under \$1 million
(Projects under \$1 million do not require a Written Justification.)

Greater than or equal to \$1 million – please confirm amount:
(Recipients are required to complete a Written Justification, which must include a description of the harm or need to be addressed, an explanation of why the capital expenditure is appropriate, and a comparison of the proposed capital project against at least two alternative capital expenditures and a demonstration of why the proposed capital expenditure is superior).

b. Please describe the capital expenditures below:

4B: Premium Pay

17. Will you provide premium pay to essential workers⁹ directly or to employers of essential workers?

Essential Workers Directly Employers of Essential Workers

a. Please describe the formula you plan to use for calculating premium pay.

b. Please confirm that eligible workers will only receive premium pay for essential work performed during the public health emergency.¹⁰

Work that (1) is not performed while teleworking from a residence; and (2) involves either (i) regular in-person interactions with patients, the public, or coworkers of the individual that is performing the work; or (ii) regular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work

Yes (only for essential work) No

*Note: Questions 17.c. and 17.d. are prompted by the following requirement: If premium pay does increase a worker's total pay above 150% of the state's average annual wage for all occupations or their residing county's average annual wage **and** the worker receiving premium pay is exempt from the FLSA overtime provisions, the State must provide Treasury a written justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency.*

c. Does the premium pay increase a worker's total pay above 150% of State of Vermont or their residing county's average annual wage for all occupations (as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics), whichever is higher, on an annual basis?

Yes No

⁸ For more context on the use of appropriations, programs and projects as they relate to SFR funding, please refer to the [SFR Process and Policy Guidance](#).

⁹ Please see page 4446 of the final rule for Treasury's definition of eligible workers who can receive premium pay.

¹⁰ The final rule defines "COVID-19 public health emergency" as the period beginning on January 27, 2020 and lasting until the termination of the national emergency concerning the COVID-19 outbreak declared pursuant to the National Emergencies Act (50 U.S.C. 1601 *et seq.*) (p. 4446).

State of Vermont, Agency of Administration State Fiscal Recovery Fund Questionnaire

d. Are the worker(s) receiving premium pay exempt from the FLSA overtime provisions?

 Yes No

e. Please confirm that the premium pay would be entirely additive to a worker's regular wage and other remuneration and would not be used to reduce or substitute for a worker's normal earnings.

 Yes (confirmed) No (not confirmed)

f. Please confirm that no eligible worker will receive a premium pay amount above \$13 per hour, not to exceed \$25,000 in aggregate over the period of performance.

 Yes (confirmed) No (not confirmed)

4C: Investments in Infrastructure

18. Do you plan to use SFR for any of the following water and sewer infrastructure projects? If so, select type(s) of project below:

Construction of publicly owned treatment works or decentralized wastewater treatment system

Nonpoint source pollution management, source rehabilitation, or source condemnation

Stormwater and subsurface drainage water project

Water conservation, efficiency, reuse, or recycling

Development of a conservation or management plan

Watershed projects

Energy efficiency improvements or security measures at publicly owned treatment works

Facilities to improve drinking water quality

Treatment, transmission, and distribution

Green infrastructure, including green roofs, rainwater harvesting collection, and permeable pavement

Storage, consolidation, and new systems development

New community water systems, purchase of water systems, or interconnection of systems

Installation, repair, or replacement of private septic units, including connecting homes served by a private well to a public water system

National estuary program project

Technical assistance to ensure compliance with the Clean Water Act

Projects that improve access to and provision of safe drinking water for individuals served by residential wells*

Culvert repair, resizing, and removal*

Expansion of drinking water service infrastructure to support increased population*

Dam and reservoir rehabilitation, if the primary purpose is for drinking water the project is necessary to supply drinking water*

State of Vermont, Agency of Administration State Fiscal Recovery Fund Questionnaire

Lead remediation projects*

Other water and sewer infrastructure projects that would be eligible under the Environmental Protection Agency's (EPA) Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF), as confirmed by the Vermont Department of Environmental Conservation (Please explain)

*Treasury outlines additional requirements for these project types, contact CFO for guidance.

19. Do you plan to use SFR for broadband infrastructure projects?

Yes No (skip to Section 5)

a. Please confirm that the broadband project is targeting areas with an identified need for additional broadband infrastructure.

Examples include lack of access to a connection that reliably meets or exceeds symmetrical 100 Mbps download/upload speeds, lack of affordable access to broadband, lack of reliable broadband service

Yes No

b. Will the service, upon completion, be designed to reliably meet or exceed symmetrical upload and download speeds of 100 Mbps?

Yes No (Please explain)

Note: Eligible projects are expected to be designed to deliver service that reliably meets or exceeds symmetrical upload and download speeds of 100 Mbps. Exceptions exist when geography, topography, or excessive costs associated with a project impact the project's ability to meet this speed. In these instances, affected projects would be expected to be designed to deliver service that reliably meets or exceeds 100 Mbps download and between at least 20 Mbps and 100 Mbps upload speeds and scalable to a minimum of 100 Mbps symmetrical for download and upload speeds.

c. Will the service provider for the broadband project be enrolled in a low-income subsidy program?

Yes No (Please explain) below

Note: The Final Rule requires that service providers for broadband projects funded by SFR either participate in the FCC's Affordable Connectivity Program (ACP) or provide access to a broad-based affordability program to low-income consumers that provides benefits commensurate to ACP.

d. Will SFR be used for the modernization of cybersecurity for existing or new broadband infrastructure (hardware or software)?

Yes No

SECTION 5: RESTRICTIONS ON USE

1. Please confirm that:

SFR will not be used for deposits into pension funds (distinct from recurring payroll contributions to pension funds).

State of Vermont, Agency of Administration State Fiscal Recovery Fund Questionnaire

- SFR will not be used for general infrastructure projects that are neither necessary in response to the COVID-19 public health emergency nor relate to water, sewer, or broadband.
- SFR will not be used for general economic development or general workforce development.
- SFR will not be used to meet the non-federal cost-share or matching requirements of other federal programs, unless specifically provided for by statute (e.g., the Infrastructure Investment and Jobs Act provides that SFR funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment project).
- SFR will not be used for debt service. This restriction applies to paying interest or principal on any outstanding debt instrument, including, for example, short-term revenue or tax anticipation notes, or paying fees or issuance costs associated with the issuance of new debt.
- SFR will not be used to replenish a budget stabilization fund, rainy day fund, or similar reserve account.
- SFR will not be used to cover expenses under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring plan in a judicial, administrative, or regulatory proceeding, except to the extent the judgment or settlement requires the provision of services that would respond to the COVID-19 public health emergency.
- Excluding payments made to beneficiaries (as approved by the CFO), your agency/department will not provide advance payments to subrecipients and will instead fund expenses on a reimbursement basis only.
- Your agency/department will use SFR in accordance with [Bulletin 5 Bulletin 3.5](#), the [October 1, 2021 addendum](#) on solicitation requirements, and Uniform Guidance (2 CFR part 200), including cost principles and restrictions on general provisions for selected items of cost.
- Your agency/department will maintain financial records and supporting documents related to the SFR award for a period of five years after all funds have been expended or returned to Treasury, whichever is later.
- SFR will not be used in violation of the conflict-of-interest requirements contained in the [Award Terms and Conditions](#), including any self-dealing or violation of ethics rules.
- Your agency/department will obligate¹¹ funds between March 3, 2021, and December 31, 2024, with a period of performance that can run up to December 31, 2026. SFR Funds must be expended by December 31, 2026.

2. If you left any of the boxes in this section unchecked, please provide additional justification.

3. Please provide any additional comments or information that you think may be relevant to our review if they have not been covered by other parts of this questionnaire.

¹¹ Final rule defines obligation as “an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment.” (p. 4447).