



Agency of Administration/Department of Buildings & General Services

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

802-828-2211 phone | 802-828-2222 fax

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

SEALED BID
REQUEST FOR PROPOSAL
BGS Statewide ADA Lifts Services

ISSUE DATE	April 23, 2024
BIDDERS CONFERENCE	No Bidders Conference
QUESTIONS DUE	April 30, 2024 – 4:30 PM (EST)
RFP RESPONSES DUE BY	May 10, 2024 – 4:30 PM (EST)

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: **James Meyers, State Senior Purchasing Agent**
E-MAIL: BGS.OPCVendorDocs@vermont.gov

1. OVERVIEW:

- 1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the Department of Buildings and General Services (hereinafter the "State") is seeking to establish contracts with one companies that can provide preventive maintenance and repair services to the ADA lifts that are located throughout the State of Vermont for the Department of Buildings and General Services, Agency of Transportation, and the Department of Historic Preservation.
- 1.2. **CONTRACT PERIOD:** Contracts arising from this RFP will be for a period of **24 MONTHS** with an option to renew for up to two additional twelve-month periods. The State anticipates the start date will be June 1, 2024.
- 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:** No bidders conference will be held for these services
- 1.5. **QUESTION AND ANSWER PERIOD:** Any bidder requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site <http://www.bgs.state.vt.us/pca/bids/bids.php> . 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. All information provided by vendors during this process will be public and bidders shall not provide confidential information, except as described in 4.1 below.
- 1.6. **CHANGES TO THIS RFP:** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at <http://www.bgs.state.vt.us/pca/bids/bids.php> . Modifications from any other source are not to be considered.

2. DETAILED REQUIREMENTS/DESIRED OUTCOMES:

- 2.1 Contractor shall provide all labor, materials and equipment necessary to provide annual ADA Lifts Services throughout the State of Vermont as identified in inventory under Section 2.3.19 below.
- 2.2 Security Requirements
 - 2.2.1 Under no circumstances is contractor authorized to sponsor a visitor into any State Facility.
 - 2.2.2 Contractor shall be authorized to enter only those buildings or areas of the State facilities where access is necessary in order to perform contract requirements.
 - 2.2.3 Contractor must sign in and out of the contractor's log each time contractor is on-site at the location specified by the District Facility Manager.
 - 2.2.4 Security background check may be needed for technician that will be servicing the lifts.
- 2.3 The contractor shall comply with all federal, state, county, and city regulations.
 - 2.3.1 Contractor shall supply an adequate number of Vermont licensed inspectors fully trained on the lifts to be serviced.
 - 2.3.2 Contractor shall perform preventive maintenance on the lift quarterly.
 - 2.3.3 Work Hours – All work to be performed during regular 8:00 a.m. – 3:00 p.m. working hours, Monday through Friday (excluding State holidays).
 - 2.3.4 All work areas shall exhibit necessary safeguards, signs and barriers so as to ensure adherence to all safety regulations and building codes.
 - 2.3.5 The State Representatives for this contract are the site District Facility Managers. Managers are to be contacted at least 2 days before inspections are performed.
 - 2.3.6 Contractor shall provide documentation of inspection and inspection certificate. Documentation shall be turned into the District Facility Manager or his/her designee at the end of each inspection.

- 2.3.7 Contractor to use manufacturers authorized parts on repairs.
- 2.3.8 Security background check will be required to perform these services.
- 2.3.9 Contractor to inspect elevators in accordance with the 2008/2014 Vermont Elevator Safety Rules.
- 2.3.10 Contractor shall regularly examine, adjust, clean, lubricate as required, and if necessary, recommend repair or replacement of any parts for the lifts.
- 2.3.11 Contractor shall perform the following at each quarter, Check Hydraulic fluid, inspect all mounting hardware, safety functions, inspect all motors, pumps, electrical connections, doors, gates, auto openers, and closures.
- 2.3.12 Contractor to examine and test safety devices.
- 2.3.13 Contractor shall assume responsibility for damages due to their negligence.
- 2.3.14 Contractor shall notify the District Facility Manager or his/her designee that work is complete.
- 2.3.15 Contractor shall perform all tests as required and/or instructed by the District Supervisor to ensure function and/or operation.
- 2.3.16 Contractor shall complete and submit an inspection report to the appointed District Facility Manager for each service call performed.
- 2.3.17. **District Facility Managers:**
 - a. MONTPELIER DISTRICT: James DeSisto 802-828-3312
 - b. WATERBURY DISTRICT: Jonathan Rutledge 802-241-3192
 - c. NORTHWEST DISTRICT: Randy Smith 802-655-2329.
 - d. SOUTHWEST DISTRICT: Rob Gallipo 802-483-6609
 - e. NORTHEAST DISTRICT: Gary Champney 802-334-4377
 - f. SOUTHEAST DISTRICT: Lyle Deida 802-398-7330
 - g. HISTORIC PRESERVATION: Jamie Duggan 802-477-2288
 - h. TRANSPORTATION: Brad McAvoy 802-249-1942
- 2.3.18. Contractor is not authorized to sub-contract any phase of this contract without written approval from the Contract Administrator.

2.3.19. **Elevator Listing by Region:**

<u>BUILDING</u>	<u>MANUFACTURER</u>	<u># OF STOPS</u>	<u>Chair Lift/Stair Lift</u>
<u>MONTPELIER DISTRICT</u>			
110 State Street	Savata V-1504	2	Chair Lift, 750 lbs.
Berlin Public Safety	Savata V-1504	2	Chair Lift
<u>NORTHWEST DISTRICT</u>			
NWSCF	Garaventa GSL Artira	2	Chair lift, 750 lbs.
<u>NORTHEAST DISTRICT</u>			
St. Johnsbury Courthouse Lift	Wheel –O- Vator CDL-60	2	Chair lift, 700 lbs.
<u>SOUTHEAST DISTRICT</u>			
Springfield Correctional	Bruno SRE-2010	2	Stair lift, 400 lbs.
<u>HISTORIC SITES</u>			
Coolidge Cheese Factory	Whirlteq, Transporter 4000	2	Chair/equip. 1,400 Lbs.

Kent Tavern	Dover	2	Chair Lift
<u>TRANSPORTATION</u>			
AOT Chimney Corner	Garaventa Lift	2	Stair Lift, 495lbs
AOT Highgate	Garaventa Lift	2	Stair Lift, 495lbs

3. **GENERAL REQUIREMENTS:**

3.1. **PRICING:** Bidders must price the terms of this solicitation at their best pricing. Any and all costs that Bidder wishes the State to consider must be submitted for consideration. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State.

3.1.1. Prices and/or rates shall remain firm for the initial term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.

3.1.2. **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.

3.2. **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 bidder to respond to a request for additional information or clarification could result in rejection of that bidder's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

3.2.1. **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.

3.2.2. **Presentation.** An in-person or webinar presentation by the Bidder may be required by the State if it will help the State's evaluation process. The State will factor information presented during presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.

3.3. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENTS:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.

3.3.1. **Self Reporting:** For bid amounts exceeding \$250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.

3.3.2. **Subcontractor Reporting:** For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list MUST be updated and provided to the State as additional subcontractors are hired. A sample form is available online at <http://bgs.vermont.gov/purchasing-contracting/forms>. **The subcontractor reporting form is not required to be submitted with the bid response.**

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

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

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

3.5. 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.

3.5.1. Evaluation Criteria: Consideration shall be given to the Bidder's project approach and methodology, qualifications and experience, ability to provide the services within the defined timeline, cost, and/or success in completing similar projects, as applicable, and to the extent specified below.

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

3.7. 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 associated with this request and/or any proposals made.

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

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

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

3.8.3. Payment Terms. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

3.8.4. Retainage. In the discretion of the State, a contract resulting from this RFP may provide that the State withhold a percentage of the total amount payable for some or all deliverables, such retainage to be payable upon satisfactory completion and State acceptance in accordance with the terms and conditions of the contract

3.8.5. Quality. If applicable, all products provided under a contract with the State will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.

4. CONTENT AND FORMAT OF RESPONSES: The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a

Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this solicitation.

4.1. **Unsolicited Bidder-Confidential Information Prohibited.** Bidders are hereby expressly directed not to include any confidential information in their proposal submissions, except as specifically permitted below, and so marked. By submitting a proposal in response to this RFP, bidders acknowledge and agree to abide by the terms and conditions outlined in this document, including the prohibition on submitting confidential information. This prohibition reduces the burden on the State while preventing bidder-confidential information from entering the public record.

4.1.1. **Disclosure under Public Records Act.** All information received by the State in response to this RFP will become part of the contract file and subject to Vermont public records law. Responses by any bidder may become available to the public once a contract has been executed or otherwise following conclusion of this procurement process, in accordance with the State's Public Records Act, 1 V.S.A. § 315 et seq., or the State may choose to publicly post them.

4.1.2. **Unsolicited Confidential Materials.** This RFP does not solicit bidder confidential information and bidders are expressly prohibited from providing confidential information in response to this RFP. All materials furnished by bidders in response to this RFP, including those marked as confidential by bidders, are subject to disclosure if requested under the Public Records Act, or public posting.

4.1.3. **State Not Responsible for Disclosure of Unmarked Bidder-Confidential Information.** It is the sole responsibility of the bidder to ensure that, other than where specifically directed or permitted by this RFP and accordingly marked as described below, no information that should not be publicly disclosed is included in their proposal materials, including any 1) trade secrets or intellectual property, 2) proprietary financial or business information, 3) personal information, or 4) any other information that should not be disclosed to the public. For example, bidders should avoid including specific details of their proprietary technologies or methodologies that they consider confidential, and any references to previous client engagements should be presented in a manner that does not disclose the client's confidential information.

4.2. The bid should include a Cover Letter and Technical Response and Price Schedule.

4.3. **COVER LETTER:**

4.3.1. **Exceptions to Contract Terms and Conditions.** The State will not consider exceptions to contract terms and conditions included with this RFP.

4.4. **TECHNICAL RESPONSE.** In response to this RFP, a Bidder shall:

4.4.1. Provide details concerning your form of business organization, company size and resources.

4.4.2. Describe your capabilities and particular experience relevant to the RFP requirements.

4.4.2.1. Identify all current or past State projects.

4.4.3. Identify the names of all subcontractors you intend to use, the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s), as per RFP section 4.3.2 above.

4.5. **REFERENCES.** Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.

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

4.7. **PRICE SCHEDULE:** Bidders shall submit their pricing information in the Price Schedule attached to the RFP.

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

5. **SUBMISSION INSTRUCTIONS:**

5.1. **CLOSING DATE:** Bids must be received by the State by the due date specified on the front page of this RFP. Late bids will not be considered.

5.1.1. The State may, for cause, issue an addendum to change the date and/or time when bids are due. If a change is made, the State will inform all bidders by posting at the webpage indicated on the front page of this RFP.

5.1.2. 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.

5.2. **BID DELIVERY INSTRUCTIONS:**

5.2.1. ELECTRONIC: Electronic bids will/will not be accepted.

5.2.1.1. E-MAIL BIDS. Emailed bids will be accepted. AGENCY/DEPT WISHING TO ACCEPT BIDS BY EMAIL SHOULD MODIFY THIS SECTION ACCORDINGLY AND INCLUDE ANY SPECIFIC INSTRUCTIONS AS NECESSARY. Bids will be accepted via email submission to BGS.VTBids@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.

5.2.1.2. FAX BIDS: Faxed bids **will not** be accepted.

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

6. **BID SUBMISSION CHECKLIST:**

- ✓ Required Number of Copies
- ✓ Cover Letter
- ✓ Technical Response
- ✓ Redacted Technical Response, if applicable
- ✓ References
- ✓ Price Schedule
- ✓ Signed Certificate of Compliance

7. **ATTACHMENTS:**

7.1. Certificate of Compliance

7.2. Price Schedule

7.3. Worker Classification Compliance Requirement; Subcontractor Reporting Form

7.4. (Sample) Standard State Contract with its associated attachments, including but not limited to, Attachment C: Standard State Provisions for Contracts and Grants (December 7, 2023)

CERTIFICATE OF COMPLIANCE

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

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

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

Summary of Detailed Information	Date of Notification	Outcome

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

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

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

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

- Energy Star® Certification
- LEED®, Green Globes®, or Living Buildings 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:

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

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

Provided Equipment or Product	Note or Comment

Bidder Name: _____ Contact Name: _____

Address: _____ Fax Number: _____

Telephone: _____

E-Mail: _____

By: _____ Name: _____

Signature of Bidder (or Representative)

(Type or Print)

END OF CERTIFICATE OF COMPLIANCE

PRICE SCHEDULE

Fixed Price Deliverables:

Deliverable Description	Per PM Service
PM on 110 State Street Chair Lift	\$
PM on Berlin Public Safety	\$
PM on NWSCF Chair Lift	\$
PM on St Johnsbury Chair Lift	\$
PM on SSCF Springfield Stair Lift	\$
PM on Coolidge Cheese Factory	\$
PM on Kent Tavern Chair Lift	\$
PM on AOT Chimney Corners Stair Lift	\$
PM on AOT Highgate Stair Lift	\$

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

SUBCONTRACTOR REPORTING FORM

This form must be completed in its entirety and submitted prior to contract execution and updated as necessary and provided to the State as additional subcontractors are hired.

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total project costs exceeding \$250,000.00 requires bidders to comply with the following provisions and requirements.

Contractor is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

Subcontractor	Insured By		Subcontractor's Sub	Insured By

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Worker Classification Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

Send Completed Form to: Office of Purchasing & Contracting
133 State Street, 5th Floor
Montpelier, VT 05633-8000

STANDARD CONTRACT FOR SERVICES

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

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of _____. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$_____.00.

4. **Contract Term.** The period of Contractor’s performance shall begin on _____, 20__ and end on _____, 20__.

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

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

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

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

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/7/2023)

“State of Vermont – Federal Terms Supplement (non-construction)”

Attachment D - Other Provisions

Additional attachments may be lettered as necessary

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

- (1) Standard Contract
- (2) Attachment D
- (3) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (4) State of Vermont – Federal Terms Supplement (non-construction)
- (5) Attachment A

(6) Attachment B

List other attachments, if any, in order of precedence

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: _____

Signature: _____

Name: _____

Title: _____

By the Contractor:

Date: _____

Signature: _____

Name: _____

Title: _____

SAMPLE

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall: _____

1. Contractor shall provide all labor, materials and equipment necessary to provide annual ADA Lifts Services throughout the State of Vermont as identified in inventory under Section 3.s below.
2. Security Requirements
 - a. Under no circumstances is contractor authorized to sponsor a visitor into any State Facility.
 - b. Contractor shall be authorized to enter only those buildings or areas of the State facilities where access is necessary in order to perform contract requirements.
 - c. Contractor must sign in and out of the contractor's log each time contractor is on-site at the location specified by the District Facility Manager.
 - d. Security background check may be needed for technician that will be servicing the lifts.
3. The contractor shall comply with all federal, state, county, and city regulations.
 - a. Contractor shall supply an adequate number of Vermont licensed inspectors fully trained on the elevators to be serviced.
 - b. Contractor shall perform preventive maintenance on the lift quarterly.
 - c. Work Hours – All work to be performed during regular 8:00 a.m. – 3:00 p.m. working hours, Monday through Friday (excluding State holidays).
 - d. All work areas shall exhibit necessary safeguards, signs and barriers so as to ensure adherence to all safety regulations and building codes.
 - e. The State Representatives for this contract are the site District Facility Managers. Managers are to be contacted at least 2 days before inspections will be performed.
 - f. Contractor shall provide documentation of inspection and inspection certificate. Documentation shall be returned to the District Facility Manager or his/her designee at the end of each inspection.
 - g. Contractor to use manufacturers authorized parts on repairs.
 - h. Security background check will be required to perform these services.
 - i. Contractor to inspect elevators in accordance with the 2008/2014 Vermont Elevator Safety Rules.
 - j. Contractor shall regularly examine, adjust, clean, lubricate as required, and if necessary, recommend repair or replacement of any parts for the lifts.
 - k. Contractor shall perform the following at each quarter, Check Hydraulic fluid, inspect all mounting hardware, safety functions, inspect all motors, pumps, electrical connections, doors, gates, auto openers, and closures.
 - l. Contractor to examine and test safety devices.
 - m. Contractor shall assume responsibility for damages due to their negligence.
 - n. Contractor shall notify the District Facility Manager or his/her designee that work is complete.
 - o. Contractor shall perform all tests as required and/or instructed by the District Supervisor to ensure function and/or operation.
 - p. Contractor shall complete and submit an inspection report to the appointed District Facility Manager for each service call performed.
 - q. **District Facility Managers:**
 - a. MONTPELIER DISTRICT: James DeSisto 802-828-3312

- b. WATERBURY DISTRICT: Jonathan Rutledge 802-241-3192
- c. NORTHWEST DISTRICT: Randy Smith 802-655-2329.
- d. SOUTHWEST DISTRICT: Rob Gallipo 802-483-6609
- e. NORTHEAST DISTRICT: Gary Champney 802-334-4377
- f. SOUTHEAST DISTRICT: Lyle Deida 802-398-7330
- g. HISTORIC PRESERVATION: Jamie Duggan 802-477-2288
- h. TRANSPORTATION: Brad McAvoy 802-249-1942
- r. Contractor is not authorized to sub-contract any phase of this contract without written approval from the Contract Administrator.
- s. **Elevator Listing by Region:**

<u>BUILDING</u>	<u>MANUFACTURER</u>	<u># OF STOPS</u>	<u>CHAIR/STAIR LIFT</u>
<u>MONTPELIER DISTRICT</u>			
110 State Street	Savata V-1504	2	Chair Lift, 750 lbs.
Berlin Public Safety	Savata V-1504	2	Chair Lift
<u>NORTHWEST DISTRICT</u>			
NWSCF	Garaventa GSL Artira	2	Chair lift, 750 lbs.
<u>NORTHEAST DISTRICT</u>			
St. Johnsbury Courthouse Lift	Wheel –O- Vator CDL-60	2	Chair lift, 700 lbs.
<u>SOUTHEAST DISTRICT</u>			
Springfield Correctional	Bruno SRE-2010	2	Stair lift, 400 lbs.
<u>HISTORIC SITES</u>			
Coolidge Cheese Factory	Whirlteq, Transporter 4000	2	Chair/equip. 1,400 lbs.
Kent Tavern	Dover	2	Chair Lift
<u>TRANSPORTATION</u>			
AOT Chimney Corner	Garaventa Lift	2	Stair Lift, 495 lbs.
AOT Highgate	Garaventa Lift	2	Stair Lift, 495 lbs.

ATTACHMENT B – PAYMENT PROVISIONS

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

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

Deliverable Description	Per PM Service
PM on 110 State Street Chair Lift	\$
PM on Berlin Public Safety	\$
PM on NWSCF Chair Lift	\$
PM on St Johnsbury Chair Lift	\$
PM on SSCF Springfield Stair Lift	\$
PM on Coolidge Cheese Factory	\$
PM on Kent Tavern Chair Lift	\$
PM on AOT Chimney Corners Stair Lift	\$
PM on AOT Highgate Stair Lift	\$

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 7, 2023**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

SAMPLE