



Department of Buildings and General Services
Office of Purchasing & Contracting
133 State Street, 5th Floor | Montpelier VT 05633-8000
802-828-2211 phone | 802-828-2222 fax
<http://bgs.vermont.gov/purchasing>

Agency of Administration

SEALED BID REQUEST FOR PROPOSAL

Graphic Exhibit Design Services

ISSUE DATE	August 12, 2024
QUESTIONS DUE	September 6, 2024 – 4:30 PM (EST)
RFP RESPONSES DUE BY	September 27, 2024 – 4:30 PM (EST)

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND ADDENDUMS ASSOCIATED WITH THIS SOLICITATION 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 SOLICITATION.

STATE CONTACT: Kristine Furman, State Purchasing Agent
E-MAIL: SOV.ThePathForward@vermont.gov

Use Email Subject Line: Graphic Exhibit Design Services

NOTICE:

If you receive **only** a one (1) page document, this is an **Invitation to Bid**, as notice of issuance of this RFP. The complete RFP documents of this bid event can be accessed at <http://www.bgs.state.vt.us/pca/bids/bids.php> .

The multiple page RFP will contain details to scope, due dates relevant to the bid event and all other valuable criteria related and required to submit a proposal for the bid event. This one page document **only** serves as notification of the bid event.

OVERVIEW:

- 1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the Office of Purchasing & Contracting (hereinafter the “State”) is seeking to establish contracts with one or more companies that can provide Graphic Exhibit Design Services.
 - 1.1.1. **ADDITIONAL PURCHASERS:** In the Certificate of Compliance attached to this solicitation bidders are required to indicate whether political subdivisions and independent colleges of the State may participate in the awarded contract at the same prices, terms and conditions.
- 1.2. **CONTRACT PERIOD:** Any contract(s) arising from this solicitation will be for a period of two years with an option to renew for up to three additional twelve-month periods. The State anticipates the start date for such contract(s) will be January 1, 2025.
- 1.3. **SINGLE POINT OF CONTACT:** All communications concerning this solicitation are to be addressed in writing to the State Contact listed on the front page of this solicitation. Actual or attempted contact with any other individual from the State concerning this solicitation is strictly prohibited and may result in disqualification.
- 1.4. **QUESTION AND ANSWER PERIOD:** Any bidder requiring clarification of any section of this solicitation or wishing to comment on any requirement of the solicitation must submit specific questions in writing no later than the deadline for question indicated on the first page of this solicitation. Questions may be e-mailed to the point of contact on the front page of this solicitation. 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://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. All information provided by vendors during this process will be public and bidders shall not provide confidential information, except as described in 5.1 below.
- 1.5. **CHANGES TO THIS SOLICITATION:** Any modifications to this solicitation will be made in writing by the State through the issuance of an Addendum to this solicitation and posted online at <http://www.bgs.state.vt.us/pca/bids/bids.php> . Modifications from any other source are not to be considered.
- 1.6. **CONTRACT QUANTITY:** Any quantities stated in the detailed requirements of this solicitation are estimates only based on prior usage, and are annual quantities, unless otherwise stated. Actual purchases may be higher or lower depending on the State's needs.
- 1.7. **SOURCE OF FUNDS:**

Socioeconomic affirmative steps under 2 C.F.R. § 200.321 If using applicable federal funds Socioeconomic affirmative steps under 2 C.F.R. § 200.321 affirmative steps must include at least the following six steps:

- 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

6. Requiring the prime/general contractor, if subcontracts are to be let, to take the same affirmative steps as listed in numbers 1 through 5.

If a bidder requires assistance in preparing their proposal or needs guidance on socioeconomic certifications, the bidder may contact the Procurement Technical Assistance Center (PTAC). PTAC specializes in helping small businesses navigate the documentation associated with State and Federal procurement. Their website is: <https://accd.vermont.gov/economic-development/programs/ptac>

2. DETAILED REQUIREMENTS:

- 2.1. The State of Vermont is looking for a full service, in-house Graphic/Exhibit Design Company that can develop, design, fabricate, and install interpretative and wayfinding exhibits, furniture, associated components, and multimedia presentations for the various Information Centers throughout the State. The contracted graphic/exhibit design vendor should have large-scale building-wide installation experience and have the ability to hire and/or supervise riggers.
- 2.2. The Vermont Information and Welcome Center's mission is to promote and entice travelers to get off the interstate and into communities to experience the special places and people of Vermont.
- 2.3. **Preparatory Materials:** The contractor shall be responsible for the safekeeping of all materials, such as, but not limited to, separations and negatives that are used in a contract. The contractor shall be held as the insurer of the same and save and keep harmless the State from all damages or loss by fire or otherwise. If any such materials are damaged or lost, they shall be replaced by the contractor at no cost to the State. All materials used in a contract are the property of the State and the contractor must keep these materials on file for a period of two (2) years. The contractor must notify an Agency before destroying the material. The Office of Purchasing and Contracting or Agency may request that these materials be returned when the contract is completed and may withhold payment until such time as the materials are returned.

2.4. General Requirements

- 2.4.1. Design and installation of large-scale exhibits, graphic panels, and theatrical materials using images from professional photographers. Map and text editing may be necessary for exhibit panels.
- 2.4.2. Design and installation of furniture and exhibit components. Graphic/Exhibit design vendor may need to work with contracted cabinet makers and plastics fabricators for construction and installation logistics.
- 2.4.3. Large-scale building-wide installation using rigging techniques.
- 2.4.4. Coordination of video and multimedia presentation to convey Vermont stories. Also, the ability to edit images, slide and audio synchronization, and audio and videotaping. Ongoing AV support and maintenance of existing installed media.
- 2.4.5. Demonstrated expertise and knowledge of state's history and historical sites and attractions and knowledge of available archival resources.
- 2.4.6. Demonstrated knowledge of Vermont's statewide graphic standards.
- 2.4.7. Work with a state-contracted photo lab to print and install large-scale photographs in a variety of media.
- 2.4.8. Other needs may include portable exhibits and internet applications.

2.5. Project Information:

- 2.5.1. The State of Vermont Information Center Division is in the process of upgrading and rebuilding Vermont's information/welcome centers. As the centers are renovated, the interiors are retrofitted to provide wayfinding exhibits. The contractor awarded this RFP will work with the Vermont Information Center Division staff, project architect and project engineer to develop furniture, components, and graphic exhibits that fit into the overall design scheme and Vermont Brand. Contracted vendor must have experience in large-scale installation rigging.

2.5.2. The awarded contractor must have the ability to work in proximity to the State of Vermont: Demonstrate ability to work in direct contact with the State of Vermont at the state office on a weekly basis and at the clients' work locations.

2.6. Vermont Information Centers Division (VICD) requirements:

2.6.1. Expert understanding of the Vermont brand and the VICD brand

2.6.2. Ability to establish professional relationships and contacts with the Vermont Department of Tourism & Marketing

2.6.3. Understanding of the needs/demands of VT Information Centers Division

2.6.3.1. Expert understanding of the message audience

2.6.3.2. Understanding of how the Vermont brand needs to be incorporated into designs, promotional panels, thematic panels, and exhibits

2.6.4. Professional expertise in developing PowerPoint presentations

2.6.4.1. With imbedded video and sound graphics

2.6.5. Responsive to prepare any graphics as needed by VICD

2.6.5.1. Responsive to needs and demands in a timely manner

2.6.6. Design the fit-up (graphics and displays) at any new facilities statewide

2.6.7. Possesses extensive file and photo archives

2.6.8. Possesses an extensive and talented network of sub-contractors

2.6.9. Proven ability to work with architects on space planning and fixtures for new centers

2.6.9.1 Ability to work cost-effectively

2.6.10. Established ability to be a professional fixture designer

2.6.11. Demonstrated Expertise in:

- Wood, metal, and plastics fabrication,
- Digital printing,
- Digital video,
- Web site design
- Lighting design

2.6.12. Demonstrated expertise in Exhibit Design

- Exhibits that include historic artifacts
- Exhibits that include works of art

2.6.13. **Ongoing VICD projects**

- Presentations
- Marketing materials
- Ad design and preparation
- Site Renovations
- Think VT displays, design, and installation
- VT Attractions Association (VAA) displays: redesign, fabrication, and reinstallation
- Wayfinding Updates
 - Interstate exit map
 - State map updating
 - Counties map
- Gallery installations: lighting and art rail

- SnapFrames: update ads and new installations
- Sharon Welcome Center:
 - Addendum for honorial updates
 - Vietnam memorial brochure
- Brochure program flyer updates

2.7. Much of what has been developed under VICD is very important to the Curator of State Buildings purposes, including the ability to develop exhibit materials that are sensitive to works of art and historic artifacts and creating environments where such items can be safely displayed. The template that has been created and is currently being used to develop the “look” that has been created over the last several years will continue to be used on ongoing and new projects.

Ongoing Projects with State Curator

- The State House: exterior and interior signage and exhibit panels
- The Capitol Complex: interior exhibit panels
- Waterbury Complex: interior exhibit panels
- Art collection display signage—interior and exterior

Other Agencies of State Government Contractor could be working with:

- Agency of Commerce / VT Division for Historic Preservation
- State Curator’s Office
- Forest Parks and Recreation
- Fish and Wildlife Department
- Agency of Agriculture
- Agency of Education
- Vermont Historical Society
- Department of Tourism and Marketing
- Department of Disabilities, Aging and Independent Living (DAIL)
- Department of Children and Families (DCF)
- Department of Corrections (DOC)
- Department of Mental Health (DMH)
- Department of Vermont Health Access (DVHA)
- Department of Health (VDH)
- Agency of Human Services (AHS)

2.8 Proposal Elements

2.8.1 **Pricing:** Bidders must use the attached Certificate of Compliance and Price Schedule. The State will not accept any other format and the price schedule must be completed in full or it will not be considered. Contractor will invoice for actual hours worked.

2.8.2 **Technical:**

2.8.2.1. Each contractor should address in detail how they will meet the requirements of this RFP. Contractor is not authorized to sub-contract any phase of this contract without prior approve from State Representative.

2.8.2.2. 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. Explain what aspects of the four major contract components -- graphic design, exhibit design, fabrication, and installation – relate to those companies/projects.

2.8.2.3. Any other information deemed pertinent by the Contractor including terms and conditions which the contractor wishes the State to consider.

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 solicitation. 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 the 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 the 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. **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 solicitation.
- 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.
- 3.4. **METHOD OF AWARD:** Awards will be made under the provisions of 29 V.S.A. § 903. 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 to the following as identified in the applicable Certificate of Compliance.
- 3.4.1. resident bidders of the state and/or to products raised or manufactured in the state;
- 3.4.2. purchase of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when the award involves the use of applicable federal funds under 2 C.F.R. § 200.322)
- 3.4.3. bidders who have practices that promote clean energy and address climate change.

- 3.5. **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 the 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.
- 3.6. **COST OF PREPARATION:** Bidder shall be solely responsible for all expenses incurred in the preparation of a response to this solicitation and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.
- 3.7. **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 solicitation for reference. If IT Attachment D is included in this solicitation, terms may be modified based upon the solution proposed by the Bidder, subject to approval by the Agency of Digital Services.
- 3.7.1. **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/>.
- 3.7.2. The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.
- 3.7.3. **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.
- 3.7.4. **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.
- 3.8. **SUBSTITUTION:** Bidders may offer, in their bids, substitutes to items identified by a manufacturer's number or brand. When offering a substitution, bidder must describe any differences and provide technical information that will assist in the State's evaluation.
- 3.9. **ENVIRONMENTAL INFORMATION:** Bidders are requested to complete the Environmental Information Form which is included in the Certificate of Compliance for this solicitation identifying the following for each product being quoted:
- a. Percent (%) of recycled content and post-consumer content; and
 - b. Mercury content certification.
- 3.10. **SAMPLES:**
- 3.10.1. **Bidder Supplied Samples:** The Commissioner reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Bid or Contract reference.
- A sample may be held by the Commissioner during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct the Commissioner as to the return of the sample (i.e., mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

- 3.10.2. **Enhanced Samples:** When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Commissioner may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.
- 3.10.3. **Conformance with Sample(s):** Submission of a sample (whether or not such sample is tested by, or for, the Commissioner) and approval thereof shall not relieve the Contractor from full compliance with the requirements specified in this solicitation. If in the judgment of the Commissioner the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Specifications, the Commissioner may reject the Bid. If an award has been made, the Commissioner may cancel the Contract at the expense of the Contractor.
- 3.10.4. **Testing:** All samples are subject to tests in the manner and place designated by the Commissioner, either prior to or after Contract award. Unless otherwise stated elsewhere in this solicitation, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fail to meet Contract requirements may be at the expense of the Contractor.
- 3.11. **WARRANTY:** The manufacturer shall include with its proposal a written warranty for each product that it intends to furnish. Warranties must be based on commercial use, and shall extend for a minimum term of one (1) year from the date a Product is available for use by the purchaser; however, longer-term warranties are desirable and will be given favorable consideration, all else being equal.

4. ENVIRONMENTAL REQUIREMENTS:

Environmentally Preferable Purchasing (EPP) means the purchase of products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance, or disposal of the product or service).

The State of Vermont has established specific goals and objectives aimed at providing sound environmental stewardship, protecting human health, reducing state operating expenses associated with the use and control of regulated hazardous materials, and reducing potential liability attributable to environmental impact. Therefore, where applicable, the following environmental criteria shall be considered for all State purchasing and contracts.

- 4.1. **Paper:** The State desires to reduce the use of chlorine in the products it purchases to protect the environment from pollution. Processed Chlorine Free (PCF) paper means paper in which the recycled content is processed unbleached or is bleached without the use of chlorine or chlorine derivatives AND any virgin material contained therein is totally chlorine free (TCF).
- 4.1.1. **Copier Paper:** The State requires PCF copier paper which contains a minimum of 50% post-consumer recycled material (any virgin material must be TCF).
- 4.1.2. **Printing and Writing Paper:** The State requires at least 30% post-consumer recycled content for non-coated paper and at least 10% post-consumer recycled content for coated paper. Preference will be given to chlorine-free options when suitable choices are available.
- 4.2. **Recycled Content:** The Commissioner of Buildings and General Services may, at his/her discretion, spend up to 10% more for comparable products that are made of recycled materials. If products made of recycled materials are to cost more than 10% more than comparable products, the Commissioner shall receive consent of State entities that are to use the product before completing the order in question.
- 4.3. **Sustainable Products:** Bidders are encouraged to provide alternative price quotations on wood or paper products that are derived from sustainably managed forestlands. Sustainably managed forest lands shall be defined as those lands enrolled and/or licensed under one of the following third-party certification programs: Sustainable Forestry Initiative Program, the American Tree Farm System, the Canadian Standards Association's Sustainable Forest Management System Standards, the Finnish Standard, Forest Stewardship Council, Pan-European Forest Certification, Swedish Standard, the United Kingdom Woodland Assurance Scheme or other such credible programs as may be developed and implemented. Bidders must provide satisfactory documentation of certification with their bid.
- 4.4. **Life-Cycle Cost Evaluation:** Life cycle cost analysis shall extend beyond the cost of purchasing, to include installation, operation, maintenance, durability, and disposal of a particular product.

- 4.5. **Energy Efficiency (Energy Star):** Bidders shall provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency when applicable. The bidder is encouraged to visit energystar.gov for complete product specifications and updated lists of qualifying products.
- 4.6. **Alternative Fuels:** Evaluations for vehicles and other fuel-consuming equipment shall consider not only fuel efficiency, but also the source and type of fuel, to reduce emissions of greenhouse gases and pollutants.
- 4.7. **Vehicles:** The State will purchase vehicles that have the highest available fuel efficiency in each respective vehicle class (e.g., passenger cars, light duty trucks, etc.) pursuant to performance specifications recommended by the state Technical Advisory Group established under Executive Order 12-17 section I (D). These performance standards should include consideration of vehicles that not only meet high fuel economy standards but that also provide lower total emissions of greenhouse gases, criteria pollutants, and hazardous air contaminants.
5. **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.
 - 5.1. **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, vendors 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 vendor-confidential information from entering the public record.
 - 5.1.1. **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.
 - 5.1.2. **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.
 - 5.1.3. **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.
 - 5.2. The bid should include a Cover Letter, Technical Response, and Price Schedule.
 - 5.3. **COVER LETTER:**
 - 5.3.1. **Exceptions to Contract Terms and Conditions.** The State will not consider exceptions to contract terms and conditions included with this RFP.
 - 5.4. **TECHNICAL RESPONSE.** In response to this solicitation, a Bidder shall:
 - 5.4.1. Provide details concerning your form of business organization, company size, and resources.
 - 5.4.2. Describe your capabilities and particular experience relevant to the solicitation requirements.
 - 5.4.2.1. Identify all current or past State projects.

5.4.3. 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 section 5.4.2 above.

5.5. **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.

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

5.7. **PRICE SCHEDULE:** Bidders shall submit their pricing information in the Price Schedule attached to this solicitation.

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

6. SUBMISSION INSTRUCTIONS:

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

6.1.1. 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 on the webpage indicated on the front page of this solicitation.

6.1.2. 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>. Bidders are hereby notified to review the information posted after the bid opening deadline to confirm receipt of bid by the State. Any bidder that submitted a bid, and is not listed on the bid tabulation sheet, shall promptly notify the State Contact listed on the front page of this solicitation. Should a bidder fail to notify the State Contact listed on the front page of this solicitation within two weeks of posting the bid tabulation sheet, the State shall not be required to consider the bid.

6.2. **STATE SECURITY PROCEDURES: Please be advised extra time will be needed when visiting and/or delivering information to State of Vermont offices. All individuals visiting State offices must present a valid government-issued photo ID when entering the facility.**

6.2.1. State office buildings may be locked or otherwise closed to the public. If this solicitation permits hand delivery of bids, delivery instructions will be posted at the entrance to the State facility. **Any delay caused by State Security Procedures will be at the bidder's own risk.**

6.3. BID DELIVERY INSTRUCTIONS:

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

6.3.1.1. **E-MAIL BIDS.** E-MAIL BIDS. Emailed bids will be accepted. Bids will be accepted via email submission to SOV.ThePathForward@vermont.gov. **Use Email Subject Line- Graphic Exhibit Design Services.** 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 (40,960KB). It is the Bidder's responsibility to compress the PDF file containing its bid if necessary in order to meet this size limitation. It is also the Bidder's responsibility to ensure that their email system can send and receive messages up to this size.

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

6.4. U.S. MAIL OR EXPRESS DELIVERY OR HAND DELIVERY:

6.4.1. All paper format bids must be addressed to the State of Vermont, Office of Purchasing & Contracting, **133 State Street, 5th Floor, Montpelier, VT 05633-8000**. BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE, AND NAME OF BIDDER.

6.4.2. **NUMBER OF COPIES:**

6.4.3. For bids submitted via mail, express, or in-hand, submit an unbound original (clearly marked as such) and one paper copy and one digital copy in PDF or USB flash drive copy

6.4.4. **Paper Format Delivery Methods:**

6.4.4.1. U.S. MAIL: Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received and time stamped by the Office of Purchasing & Contracting prior to the time of the bid opening.

6.4.4.2. EXPRESS DELIVERY: If bids are being sent via an express delivery service, be certain that the solicitation designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the State until the express delivery package has been received and time stamped by the Office of Purchasing & Contracting.

6.4.4.3. HAND DELIVERY: Hand-carried bids shall be delivered to a representative of the Office of Purchasing & Contracting prior to the bid opening. A Security Officer is at 133 until 4:30 PM which is the normal hours. A bid submitted by Hand Delivery will not be accepted after 4:30 PM.

7. **BID SUBMISSION CHECKLIST:**

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

8. **ATTACHMENTS:**

8.1. Certificate of Compliance

8.2. Price Schedule

8.3. Sample Standard Contract Form for Commodities including but not limited to, Attachment C: Standard State Provisions for Contracts and Grants (December 7, 2023)

8.4. "State of Vermont – Federal Terms Supplement (non-construction)"

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 solicitation, 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. **ADDITIONAL PURCHASERS:** Provisions for the purchase of supplies, materials, and equipment for political subdivisions of the state (including, but not limited to, cities, towns, and school districts), and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education.

- 1. Bidder agrees to furnish the products identified in this response to the political subdivisions of the state (including, but not limited to, cities, towns, and school districts) at the same prices, terms and conditions as are quoted in this response?

Yes _____ No _____

If no, kindly outline below the prices, terms, and conditions under which Bidder will agree to supply these needs to the political subdivisions of the state (including, but not limited to, cities, towns, and school districts).

- 2. Bidder agrees to furnish the products identified in this response to any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education at the same prices, terms, and conditions as are quoted in this response.

Yes _____ No _____

If no, kindly outline below the prices, terms, and conditions under which you will agree to supply these needs to any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education. _____

If Bidder agrees to extend the State’s contract terms and prices to political subdivisions of the state (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education, all such items furnished will be billed directly to and paid for by the political subdivisions of the state (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education. Financial obligations of the State are limited to the orders placed by the departments and agencies of the State having legally available funds. The State incurs no financial obligations on behalf of political subdivisions of the state (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education that purchase under a state contract resulting from this solicitation.

Notwithstanding the foregoing, Bidders will be required to periodically furnish reporting to the State on quantities sold by contractor to, and amounts paid to contractor by, any such political subdivisions of the state (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education.

E. Resident Bidder of the state and/or products raised or manufactured in the state (check all that apply):

- Bidder is a Resident Bidder of the State of Vermont
- Products offered by Bidder are raised or manufactured in the State of Vermont

F. 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 biofuel 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:

G. 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

H. Domestic preferences (2 C.F.R. § 200.322)

Bidders must complete the following information in reference to each item being quoted. Additional pages may be used if necessary.

Item #	Brand/Manufacturer	Identify where produced or assembled	% produced or assembled

- (check if applicable) **Bidder can claim goods, products, or materials offered as part of this solicitation are produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).** (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims.)

I. ENVIRONMENTAL INFORMATION FORM

- a. RECYCLED MATERIALS OR PRODUCTS:** Bidders are to complete the following information in reference to each item being quoted. Additional pages may be used if necessary.

Item #	Brand/Manufacturer	% Of Recycled Content	% Post Consumer Content

- b. **MERCURY CONTENT CERTIFICATION:** Bidder certifies that none of the items quoted in this solicitation contain mercury except as identified below. Bidders shall also specify the amount of mercury contained in any of the products listed below. Additional pages may be used if necessary.

Item	Part #	Mercury Content

J. **Acknowledge receipt of the following Addenda:**

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

K. **Certification Regarding Use of Contract Funds for Lobbying** - Applicable to contracts over \$100,000.00 when federal monies are involved - this clause must be included in all subcontracts over \$100,000.00.

1. The prospective contractor certifies, to the best of his or her knowledge and belief, under the penalties of perjury under the laws of the State of Vermont and the United States that on behalf of the person, firm, association, or corporation he or she represents, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective contractor also agrees that they shall require that the language of this certification be included in all lower-tier subcontracts, that exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

RFP – Graphic Exhibit Design Services

1. Product Pricing

Requirements	Estimated Hours	Hourly Rate	Total (Estimated hours x hourly rate)
Standard Hourly Rate Title of Position:	2000	\$	\$
Coordination of Media Hourly Rate Title of Position:	500	\$	\$
Support Staff Hourly Rate Title of Position:	2000	\$	\$
Other (explain)			
Total			

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

SAMPLE CONTRACT FORM FOR COMMODITIES

STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, [REDACTED] (hereinafter called “State”), and [REDACTED], with a principal place of business in [REDACTED], (hereinafter called “Contractor”). Contractor’s form of business organization is [REDACTED]. 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 commodities generally on the subject of [REDACTED]. Detailed requirements to be provided by Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$ [REDACTED].00.
4. **Contract Term.** The period of contractor’s performance shall begin on [REDACTED], 20 [REDACTED] and end on [REDACTED], 20 [REDACTED] with an option to renew for [REDACTED] terms upon mutual agreement of both parties.
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/Cancellation/Rejection.** The State specifically reserves the right upon written notice to immediately terminate the contract or any portion thereof at no additional cost to the State, providing, in the opinion of its Commissioner of Buildings and General Services, the products supplied by Contractor are not satisfactory or are not consistent with the terms of this Contract. The State also specifically reserves the right upon written notice, and at no additional cost to the State, to immediately terminate the contract for convenience and/or to immediately reject or cancel any order for convenience at any time prior to shipping notification.
8. **Attachments.** This contract consists of [REDACTED] 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)” **INSTRUCTION FOR WHEN TO USE FEDERAL TERMS SUPPLEMENT: THIS ATTACHMENT MUST BE INCLUDED IN ANY CONTRACT FOR WHICH FEDERAL FUNDS WILL BE USED. THIS LANGUAGE CAN BE DELETED HERE IF THIS REQUIREMENT IS NOT APPLICABLE.**

Attachment D - Other Provisions

Contractor Warranty Document(s)

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
- (7) Contractor Warranty Document(s)
- (8) 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:

By the Contractor:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Insert Line Items listing product / equipment offerings, price per each, and quantity ordered, as applicable.
2. **INSTALLATION AND TRAINING (REMOVE IF NOT APPLICABLE)**
3. **SOFTWARE (REMOVE IF NOT APPLICABLE)**

3.1 Information Security Requirements

In cases where the State is not permitted to manage/modify the automation equipment (server/computer/other) that controls testing or monitoring devices, the Contractor agrees to update and provide patches for the automation equipment and any installed operating systems or applications on a quarterly basis (at minimum). The Contractor will submit a report to the State of updates installed within 30 days of the installation as well as a Plan of Actions and Milestones (POA&M) to remediate any vulnerabilities ranging from Critical to Low. The contractor will provide an upgrade path or compensatory security controls for any operating systems and applications listed as beyond “end-of-life” or EOL, within 90 days of the EOL and complete the EOL system’s upgrade within 90 days of the approved plan.

- 3.2 State of Vermont Cybersecurity Standard Update:** Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at:
<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

4. SERVICE REQUIREMENTS (REMOVE IF NOT APPLICABLE)

5. **WARRANTY:** Each product purchased hereunder shall include a manufacturer’s written warranty, which must be based on commercial use, and extend for a minimum term of one (1) year from the date a Product is available for use by the purchaser, or such longer period as set forth in the written warranty. Contractor shall furnish the State with copies of the applicable written warranty whenever a product is purchased under this Agreement.
6. **REPORTING REQUIREMENTS:** Contractor will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below detailing the purchasing of all items under this Contractor. Contractor’s reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.
 - a. The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.
 - b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31

July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
- d. Notwithstanding the fact that any payment obligation for sales by contractor to any political subdivision or college, pursuant to “Purchasing Entities,” below, shall be solely between the political subdivision or college and the contractor, the contractor must include, in reporting to State, the figures on quantities sold by contractor to, and amounts paid to contractor by, any such political subdivisions or independent colleges.
7. **DELIVERY:** Destination for product delivery shall be [insert agency address if single agency /OR/ if statewide contract or multiple possible delivery destinations, insert following text: “as specified in the order document for each purchase”]. Responsibility for product delivery remains with Contractor until the product is properly delivered and signed for. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Upon delivery, all packaging and containers shall become the property of the State, unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the Contractor.
8. **QUALITY:** All products will be new and unused. All products provided by the Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting the requirements of this section will be deemed unacceptable and returned to the Contractor for credit at no charge to the State.
9. **DEFAULT:** In case of default of the Contractor, the State may procure the materials or supplies from other sources and hold the Contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
10. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this contract. The primary contacts for this this Contract are as follows:
- e. **For the Contractor:**
- Name: XXXX
Phone: XXXX
Email: XXXX
- f. **For the State:**
- Name: State of Vermont, XXXX
Address: 133 State Street, 5th Floor, Montpelier, VT 05633-8000
Phone: 802/828-XXXX
Fax: 802/828-2222
Email: XXXX
11. **Purchasing Entities:** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according

to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the state (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

SAMPLE

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 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
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. 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 and shall specify the address to which payments will be sent. 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. **(The language needs to be revised to instead establish Contractor obligation re: discounts.)**
4. **PRICING:** Contractor shall provide all products F.O.B. delivery to the ordering facility at no additional cost to the State. 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. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted. **Prices quoted for printing are to include printing, binding, wrapping, and packaging.**
5. Contractor shall submit invoice(s) to: **INSERT ADDRESS**
6. Following complete delivery of the items **and completion of the training (if applicable)**, each as specified in Attachment A, and the State's written confirmation to the Contractor of the State's acceptance of those items and that training, Contractor will, **within XXX business days**, invoice the State **for the full amount of the contract /OR/ in accordance with the rates specified in Attachment A.**
7. Unless otherwise indicated in a manufacturer's return policy, unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
8. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

**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 Contractor and to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

SAMPLE

STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)

(Revision date: *May 24, 2024*)

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General

- a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT- this clause must be included in all subcontracts.

In connection with this contract, Contractors and Subcontractors are prohibited from:

(a) Utilizing, procuring or obtaining equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

SUSPENSION AND DEBARMENT - This clause must be included in all subcontracts

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of the recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

BYRD ANTI-LOBBYING CERTIFICATION - Applicable to contracts over \$100,000.00- this clause must be included in all subcontracts over \$100,000.00.

Contractor has provided the certification required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended, and will follow the requirements for certification of each lower tier (subcontract) to disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the federal awarding agency.

DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS FIRMS.

(a) Contractor entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section

The following clauses are applicable when a contract utilizes State and Local Fiscal Recovery Funds (SLRF) funds, and must be passed down to subcontractors and grantees:

WHISTLEBLOWER PROTECTIONS

Contractor shall comply with 41 U.S.C. § 4712 and inform their employees of their rights and remedies in the predominant native language of the workforce.

FAIR EMPLOYMENT PRACTICES

Contractor must comply with 42 U.S.C. §2000d *et seq.*, and as enacted by 31 C.F.R. Part 22

FEDERAL AND STATE LAW, REGULATION, AND AGENCY GUIDANCE

Contractor must comply with the requirements of the Social Security Act, 42 U.S.C. §§ 602 and regulations adopted by Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by Treasury regarding the forgoing, and comply with all other federal statutes, regulations, and executive orders, including generally applicable environmental laws and regulations

UNIFORM GUIDANCE

Contractor must comply with 2 C.F.R. Part 200 as modified by the Treasury's guidance.

INCREASING SEATBELT USE

Contractor must comply with Executive Order 13043, 62 FR 1927 (April 18, 1997)

REDUCING TEXTING WHILE DRIVING

Contractor must comply with Executive Order 13513, 74 FR 51225 (Oct. 6, 2009).

SAMPLE