



**Department of Buildings and General Services  
Office of Purchasing and Contracting**

*Agency of Administration*

109 State Street [phone] 802-828-2211  
Montpelier VT 05609-3001 [fax] 802-828-2222  
<http://bgs.vermont.gov/purchasing>

## **SEALED BID REQUEST FOR PROPOSAL**

### **REBID: Technical Writing Services for a Procedures Manual**

**ISSUE DATE:** August 22, 2019  
**BIDDERS' CONFERENCE:** August 30, 2019 at 9:00 AM  
**QUESTIONS DUE BY:** September 4, 2019 at 11:00 AM  
**RFP RESPONSES DUE BY:** September 11, 2019 at 3:00 PM

**PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND AMENDMENTS  
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 AMENDMENTS  
ASSOCIATED WITH THIS RFP.**

**STATE CONTACT:** Erin Collier  
**TELEPHONE:** (802) 828-2211  
**FAX:** (802) 828-2222  
**EMAIL:** [BGS.OPCVendorDocs@vermont.gov](mailto:BGS.OPCVendorDocs@vermont.gov)

## 1. OVERVIEW:

- 1.1. **BACKGROUND:** Through this Request for Proposal (RFP) the Agency of Administration, Department of Buildings and General Services (hereinafter the “State”) is seeking to set up contracts with one or more companies to create a Procedures Manual aiding efficient administration of facilities planning and design project delivery. To produce such a document, we invite interested firms to bid on supplying such technical writing and related services detailed in Section 2 of this RFP.
- 1.2. **CONTRACT PERIOD:** Contracts arising from this RFP will be for a period up to 24 months. The State anticipates the period will start November 12, 2019.
- 1.3. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.
- 1.4. **BIDDERS’ CONFERENCE:** A non-mandatory bidders’ conference will be held at 133 State Street, Room 021, Montpelier, VT at the date and time indicated on the front page of this RFP. Note no other time will be provided to meet again with the state.
- 1.5. **QUESTION AND ANSWER PERIOD:** Any vendor 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 questions 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.

## 2. DETAILED REQUIREMENTS/DESIRED OUTCOMES:

- 2.1. **PROJECT PURPOSE:** The Contractor shall assist the State in creating a manual that will help staff successfully deliver building projects including repair, renovation, and new build, in a more efficient, streamlined, and consistent manner for state-owned and leased space under the jurisdiction of BGS. This Procedures Manual, (hereinafter the “Manual”) will help the State create a uniform project delivery process for our department on projects of various scope and size.
  - 2.1.1. **Defining Project Delivery:** PROJECT DELIVERY as used here means the process and procedures for the design and construction of public buildings and grounds. Typical projects follow the below general steps.
    - 2.1.1.1. The State determines the need, scope, and source of funding for a building project.
    - 2.1.1.2. Depending on size and complexity, the State selects the most effective way to deliver the project with the best procurement method, if contracted out. The State may determine whether to deliver the project with internal staff alone, and / or with a professional design team made up of a combination of architect, landscape architect, engineers of various disciplines, and special consultants.
    - 2.1.1.3. The State typically divides the delivery process with incremental approval at each phase in the following ways: (Exact steps may vary with specific project delivery methods such as design-build, Integrated Project Delivery, etc.)
      - 2.1.1.3.1. **Pre-design / Programming:** The design team helps the owner define detailed needs, preferences, preliminary budgets and schedules. This phase often involves site-selection and site-analysis and evaluation.
      - 2.1.1.3.2. **Schematic Design:** The design team, from earlier phase information, explores multiple conceptual design solutions, from which the owner selects a best concept for further refinement. The design team also further refines the budget and schedule.
      - 2.1.1.3.3. **Design Development:** The design team refines the Schematic Design concept into an outline of detailed scope sufficient to estimate probable cost and schedule.
      - 2.1.1.3.4. **Construction Documents:** The design team refines the Design Development concept into documents suitable for construction. This includes detailed drawings and

specifications which form the basis for bidding, contract for construction, and construction.

2.1.1.3.5. **Bidding:** The owner advertises the project documents and conducts the bid-process, assisted by the design team, resulting in awarding the contract to the responsible bidder. The construction drawings become the contract documents.

2.1.1.3.6. **Construction:** The constructing party executes the contract documents with the design team assisting the State interpret the documents and generally assures that the completed construction adheres with contract document intent.

2.2. **SCOPE OF THE WORK:** To complete the Manual, the Contractor shall divide their services into three (3) main activities as detailed below:

**2.2.1. Activity 1 - Project Kick-off and Information Review:**

2.2.1.1. The Contractor shall organize and take part in a kick-off meeting with the State's stakeholders to discuss and confirm the project workplan, goals and objectives, including timelines, requirements, and expectations. Meeting may include 1-2 half-day working session(s).

2.2.1.2. The Contractor shall review existing related State provided documents and earlier work products, and added example work products known to or found in research by the Contractor including, but not limited to:

2.2.1.2.1. Past project delivery procedure policies, and procurement processes;

2.2.1.2.2. Project delivery process mapping diagrams;

2.2.1.2.3. Other related materials, interviews with State stakeholders / subject matter experts;

2.2.1.2.4. Review examples of comparable in and out of State and other related procedure manuals (from simple to complex); and

2.2.1.2.5. Review existing State Branding and Graphic Communication standards as related to creating the Manual.

**2.2.2. Activity 2 - Information Analysis, Gaps Identification, and Reporting**

2.2.2.1. Based on the Contractor's review of the documentation and other work from preceding activity, the Contractor shall identify the following:

2.2.2.1.1. Any missing information;

2.2.2.1.2. Any information needing to be updated;

2.2.2.1.3. Any details that need to be changed; and

2.2.2.1.4. Areas requiring clarification.

2.2.2.1.5. Level of desirable procedure manual complexity and usefulness to the State and its administration of its project delivery process, with data driven methods, compare trade-offs with various approaches, their opportunities, and risks.

2.2.2.1.6. With key state stakeholder direct input, help define key-performance indicators (KPI's) success factors useful to track implementing the Manual, progress benchmarks and progress review schedule.

2.2.2.2. The Contractor shall present an overview of their above findings and discuss with the State to clarify priorities before submitting a report with recommendations. Meeting may be a longer multi-hour work-session, or half-day.

2.2.2.3. As a deliverable, the Contractor shall prepare and submit a report to the State. This report shall:

2.2.2.3.1. Summarize keyfindings from earlier activities, KPI's, and recommended level of detail for Manual with consensus feedback from State.

2.2.2.3.2. Summarize any other information required by the Contractor to develop and complete the new Manual.

- 2.2.2.3.3. Provide a work-plan with a proposed table of contents (TOC), layout of manual, and detailed schedule.
- 2.2.2.3.4. Consider any in-parallel process improvements from planned updates in State technologies and service delivery. The State will supply to the Consultant a prioritized list of current continuous improvement projects affecting the Manual.
- 2.2.2.3.5. Submit a sample procedure template(s) integrating State document and branding requirements. Note, the State may need more than one template pending findings by the Consultant.
- 2.2.2.4. The State will review the Contractor's report for a period of up to 45 days commenting on the report findings and recommendations, and if called for, give notice to proceed to develop the Manual in detail.

**2.2.3. Activity 3 - Development of the Manual**

- 2.2.3.1. The Contactor, according to the workplan, and table of contents, and the State's priorities, shall develop a draft Manual in its entirety, working with the State stakeholders knowledgeable of the procedures and processes. The Contractor shall submit the draft to the State for review, comment, and approval.
- 2.2.3.2. As a deliverable, the Contractor shall discuss the draft Manual with the State in detail and apply any necessary corrections or revisions until the State approves all changes.
- 2.2.3.3. The Contractor shall submit a final Manual to the State for review and approval.
- 2.2.4. **Project Deliverables:** As noted in earlier sections in the Statement of Work, the Contractor shall provide the following deliverables, not including the reporting and communication requirements below.
  - 2.2.4.1. Activity 1 and Activity 2 Report and Recommendations as indicated in 2.2.2.3.
  - 2.2.4.2. Activity 3 Draft Manual as indicated in 2.2.3.2.
  - 2.2.4.3. Final Manual as indicated in 2.2.3.3 above.

**2.3. REPORTING AND COMMUNICATION:** The following is the desirable communication process:

- 2.3.1. Through the duration of the project, the Contractor shall organize and participate in regular weekly meetings in coordination with the State's representative.
- 2.3.2. For each meeting, the Contractor shall prepare meeting agendas, meeting notes and other documentation clearly reflecting the information, actions items, and decisions discussed in the meetings, and identify outstanding action items.
- 2.3.3. At the weekly meetings, the Contractor shall report on the progress of their work to the State representative, identifying the work performed and providing updates on schedules and hours worked to date against the budget.
- 2.3.4. Emails and other communications may be used to supplement the weekly meetings and communicate information in between the meetings, as agreed upon with the State representative.
- 2.3.5. The State expects the meetings to be held at their offices within Montpelier, Vermont, although they may be occasionally held by teleconference or in an alternative location on the prior agreement of the Contractor and the State Representative.
- 2.3.6. All materials shall be submitted electronically in both PDF and State compatible Microsoft Word file. The Consultant shall electronically submit materials made using the Project's SharePoint document sharing site set up by the State. The Consultant will need to acquire a Microsoft account to access this site.

**2.4. Schedule of Work:**

<i>Item</i>	<i>Date</i>
<b>RFP Issued</b>	<i>August 22, 2019</i>
<b>Non-mandatory Bidder’s Meeting</b>	<i>August 30, 2019 at 9:00 AM at 133 State Street, Room 021 (Basement)</i>
<b>RFP Questions Due</b>	<i>September 4, 2019, at 11:00AM</i>
<b>RFP Responses Due</b>	<i>September 11, 2019 at 3:00PM</i>
<b>Contract Signed</b>	<i>November 7, 2019</i>
<b>Activity Phase 1 – Work Begins</b>	<i>November 12, 2019</i>
<b>Activity Phase 1 – Work Completed</b>	<i>January 13, 2020</i>
<b>Activity Phase 2 – Work Begins</b>	<i>February 3, 2020</i>
<b>Activity Phase 2 – Submit Report</b>	<i>April 10, 2020</i>
<b>Activity Phase 2 – State Review Phase</b>	<i>May 4, 2020</i>
<b>Activity Phase 3 – Work Begins</b>	<i>May 7, 2020</i>
<b>Activity Phase 3 – Draft Manual Submitted</b>	<i>May 7, 2021</i>
<b>Activity Phase 3 – Final Draft Submitted</b>	<i>July 7, 2021</i>
<b>Activity Phase 3 – State Review Phase Ends</b>	<i>October 7, 2021</i>

**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.

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

**3.2. BEST AND FINAL OFFER:**

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.

3.2.1.1. 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. **Evaluation of Responses and Selection of Bidder(s).** 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.

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.

3.5.1.1. **Weighting Table:** With scale of 1 to 7 (Seven being exceptional, 1 being poor), the State will rate the following categories A through E:

ID	CATEGORY	SCORE (1-7)
A	Project approach and methodology.	
B	Qualifications and experience with developing, writing, and implementing procedures manuals in similar settings as described below in 4.3.1.1. Functional Requirements.	
C	Ability to efficiently provide services within a phased project timeline.	
D	Costs for the work, including reimbursable expenses.	
E	Demonstrated success in completing up to three comparable projects	
<b>Total (5-35 total points range)</b>		

3.6. **STATEMENT OF RIGHTS:** The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also

reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

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

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

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

4.1. **NUMBER OF COPIES:**

4.1.1. The bid should include one (1) Cover Letter and Technical Response, and a separate Pricing Response.

4.2. **COVER LETTER:**

4.2.1. Confidentiality. To the extent your bid contains information you consider to be proprietary and confidential, you must comply with the following requirements concerning the contents of your cover letter and the submission of a redacted copy of your bid (or affected portions thereof).

4.2.2. The successful response will become part of the contract file and will become a matter of public record, as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under the State's Public Records Act, 1 V.S.A. § 315 et seq., the bidder shall submit a cover letter that clearly identifies each page or section of the response that it believes is proprietary and confidential. The bidder shall also provide in their cover letter a written explanation **for each marked section** explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the bidder if the identified material were to be released. Additionally, the bidder must include a redacted copy of its response for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances can the entire response be marked confidential, and the State reserves the right to disqualify responses so marked.

4.2.3. Exceptions to Contract Terms and Conditions. If the bidder wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the cover letter to the RFP response. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal.

4.3. **BACKGROUND AND EXPERIENCE.** Provide details concerning the form of business organization, company size and resources; describe particular experience relevant to the proposed project and list all current or past State projects.

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

4.3.1. Specific requirements: For this services and work, the State seeks the following:

4.3.1.1. Functional requirements:

- 4.3.1.1.1. Published technical writer with proven record of accomplishments;
- 4.3.1.1.2. Previous experience producing procedure manuals or similar technically focused manuals over the last 3-5 years, and capable of providing work samples for review;
- 4.3.1.1.3. Specialized knowledge of facilities design-related project delivery is a strong asset; or transferrable experience for related large city, state, or federal government.
- 4.3.1.1.4. Clear and concise writing style;
- 4.3.1.1.5. Excellent communication, editing, and graphical skills, and ability to do applied research with a proactive attitude;
- 4.3.1.1.6. Experience working within a multi-stakeholder environment interviewing subject matter experts;
- 4.3.1.1.7. Sensitivity to the State's cultural context and the focus audience;
- 4.3.1.1.8. Adaptability and flexibility needed to work under pressure and meet deadlines, while staying focused on end goals; and
- 4.3.1.1.9. Excellent MS-Word and related MS-Office, including Excel experience.

- 4.4. **REFERENCES.** Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.
- 4.5. **REPORTING REQUIREMENTS:** Provide a sample of any reporting documentation that may apply to the Detailed Requirements of this RFP.
- 4.6. **PRICING:** Bidders shall submit their pricing information in the Price Schedule attached to the RFP. Bidders may be required to submit pricing information separate from their bid package if specifically required above. Bidders shall submit an hourly rate sheet and reimbursables costs with the Price Schedule.
- 4.7. **CERTIFICATE OF COMPLIANCE:** This form must be completed, signed 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 due date and at the location specified on the front page of this RFP.
- 5.2. The bid opening will be held at **109 State Street, Third Floor, Montpelier, VT** and is open to the public.
- 5.3. **SECURITY PROCEDURES: Please be advised extra time will be needed when visiting and/or delivering information to 109 State Street. All individuals visiting 109 State Street must present a valid government issued photo ID when entering the facility.**
- 5.4. **SEALED BID INSTRUCTIONS:** All bids must be sealed and must be addressed to the State of Vermont, Office of Purchasing & Contracting, **109 State Street – Third Floor, Montpelier, VT 05609-3001**. BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.
  - 5.4.1. All bidders are hereby notified that sealed bids must be received, and time stamped by the Office of Purchasing & Contracting located at **109 State Street – Third Floor, Montpelier, VT 05609-3001** - by the time of the bid opening. Bids not in possession of the Office of Purchasing & Contracting at the time of the bid opening will be returned to the vendor and will not be considered. **Any delay deemed caused by Security Procedures and courier/mail delivery services will be at the bidder's own risk.**
  - 5.4.2. Office of Purchasing & Contracting may, for cause, change the date and/or time of bid openings or issue an addendum. If a change is made, the State will make a reasonable effort to inform all bidders by posting at: <http://bgs.vermont.gov/purchasing/bids>.

5.4.3. All bids will be publicly opened. Typically, the Office of Purchasing & Contracting will open the bid, read the name and address of the bidder, and read the bid amount. However, the Office of Purchasing & Contracting reserves the right to limit the information disclosed at the bid opening to the name and address of the bidder when, in its sole discretion, the Office of Purchasing & Contracting determines that the nature, type, or size of the bid is such that the Office of Purchasing & Contracting cannot immediately (at the opening) determine that the bids are in compliance with the RFP. As such, there will be cases in which the bid amount will not be read at the bid opening. Bid openings are open to members of the public. Bid results are a public record; however, the bid results are exempt from disclosure to the public until the award has been made and the contract is executed.

## 5.5. DELIVERY METHODS:

**5.5.1. SECURITY PROCEDURES:** Note that security procedures concerning delivery of any mail or parcels to 109 State Street may delay receipt of mail/parcel pieces by one business day.

5.5.2. 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.

**5.5.3. EXPRESS DELIVERY:** If bids are being sent via an express delivery service, be certain that the RFP 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. **Due to security procedures, express deliveries must be received by 10:30 AM in order to be received by the Office of Purchasing & Contracting that same day.**

5.5.4. HAND DELIVERY: Hand carried bids shall be delivered to a representative of the Office of Purchasing & Contracting prior to the bid opening.

5.5.5. ELECTRONIC: Electronic bids will be accepted via email submission to [BGS.VTBids@vermont.gov](mailto:BGS.VTBids@vermont.gov). The email submission must reference the "Multi-Modal Transit Center Facility Condition Assessment, Rutland, VT" in the subject line. 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 25 MB. It is the Bidder's responsibility to ensure the bid is received by the Office of Purchasing & Contracting prior to the time of the bid opening.

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

## 6. ATTACHMENTS:

- 6.1. SAMPLE Standard State Contract Form
- 6.2. Attachment C: Standard State Contract Provisions (December 15, 2017)
- 6.3. Certificate of Compliance
- 6.4. Price Schedule

STATE OF VERMONT STANDARD CONTRACT FOR SERVICES Contract# \_\_\_\_\_

1. **Parties.** This is a contract for services between the State of Vermont, Department of Buildings and General Services (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. **Cancellation.** This contract may be canceled by either party by giving written notice at least thirty (30) days in advance.

8. **Attachments.** The contract consists of \_\_\_\_\_ 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 12/15/2017)

Attachment D - Other Provisions (if any)

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

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment D (if applicable)
- (4) Attachment A
- (5) Attachment B

**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:

**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 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: Buildings and General Services, Planning & Contract Management, 4 Governor Aiken Avenue, Montpelier, VT 05602. Attention: [REDACTED] Frey.
6. The payment schedule for delivered products and any added reimbursements will match the dates shown in Section 2.4 Schedule of Work.

**SAMPLE**

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

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

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

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

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

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

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

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

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

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

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

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

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

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

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

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

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

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such

disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

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

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

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

**16. Taxes Due to the State:**

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

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

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

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

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

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

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

**27. Termination:**

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

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

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

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

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

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

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

- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the

imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**32. Requirements Pertaining Only to State-Funded Grants:**

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

**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. **FORM OF PAYMENT:** Does Bidder accept the Visa Purchasing Card as a form of payment?  
 Yes  No
- D. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

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

Summary of Detailed Information	Date of Notification	Outcome

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

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

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

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

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

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

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3. Please Check all that apply:

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

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

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

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

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

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

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

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

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

**END OF CERTIFICATE OF COMPLIANCE**

**PRICE SCHEDULE**

**A. Fixed Price Deliverables:**

Deliverable Description	Fixed Price
Deliverable A: Activity Phase 1	\$
Deliverable A: Reimbursable Expenses	\$
Deliverable B: Activity Phase 2 - Report and Recommendations	\$
Deliverable B: Reimbursable Expenses	\$
Deliverable C: Activity Phase 3 – Draft Manual	\$
Deliverable C: Reimbursable Expenses	\$
Deliverable D: Activity Phase 3 – Final Manual	\$
Deliverable D: Reimbursable Expenses	\$
Total Project Cost (Including Reimbursables)	\$

**B. Hourly Rates and Reimbursables: Include separate Hourly Rate Sheet and Reimbursable Costs Schedule.**

Name of Bidder: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

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