VERMONT

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

FOOD REPLENISHMENT 2026

ISSUE DATE	**November 10, 2026**
QUESTIONS DUE	**November 17, 2026 – 3:00 PM (EST)**
RFP RESPONSES DUE BY	**November 24, 2026 – 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

AND

https://vtbuys.suppliers.vermont.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage

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 WEB PAGE FOR ANY AND ALL NOTIFICATIONS, RELEASES AND ADDENDUMS ASSOCIATED WITH THIS SOLICITATION.

STATE CONTACT: **Deb LaRose, State Purchasing Agent II**
E-MAIL: **Deborah.larose@vermont.gov**

1. **OVERVIEW:**

1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the Office of Purchasing & Contracting (hereinafter the "State") is seeking to establish contracts with one or more companies that can provide grocery items including frozen, canned, dry to each of the facilities herein on a delivery cycle that will meet the needs to all facilities. This method has proven to be successful due to the commitment for the Food Contractor, State Facilities and the State of Vermont office of Purchasing & Contracting.

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 **24** MONTHS 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, 2026.

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 5.2 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.

2. **DETAILED REQUIREMENTS:**

2.1. Deliveries may be made weekly or bi-weekly. All deliveries are to be made in three compartment trucks section it into frozen, dry, and refrigerated. All deliveries must be inspected and signed for by a Food Officer at the time of delivery.

2.2. Prices on this bid must be firm until February 28, 2027. After February 28, 2027, the contractor will be allowed to make price changes using the same formula (cost plus fixed case fee) that are listed on the bid. New pricing for the first two calendar months will be due on February 22, 2027, are due to the Office of Purchasing & Contracting electronically 5 working days before the next (two calendar months) pricing hoes into effect thereafter.

2.2.1. The cost will be the bidders delivered invoice cost to the bidder's facility when the two-month pricing is issued. All prices to the user of this contract will be net F.O.B. Delivered.

2.2.2. A single fixed case fee applies to each case. The fixed case fee will remain firm for the duration of the contract. Bidders are to explain when happens to fixed case fees when the facility purchases a split case quantity for a product (i.e., spices).

2.2.3. Bidders are to outline how pricing would be handled for items not listed on contract.

2.2.4. Bidders are expected to forward on to the State Facilities any allowances, specials, or promotions.

2.3 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 return to the contractor for credit at no charge to the State. Bidders are to bid first quality – Grade A, unless otherwise specified.

2.4 The State may upon request inspect the contractor's warehouse and trucks. The inspection will be by the State or representatives of the State as appointed by the Office of Purchasing & Contracting. It will be clean, free of insects and rodents, adequate for shipping and delivery products (dry, chilled, or frozen), meet or exceed any USDA or FDA requirements.

2.5 The State may upon request, require the contractor to provide accurate, reliable, and timely reports regarding invoices, statements, credits and utilizations.

2.6 Prior to the execution of the contract the contractor will provide the State the names and contact information for a primary and secondary representative who will be responsible for the following: contract administration, receiving and processing orders for all centers, ensure on-time delivery and resolving any supply discrepancies, and be available on a daily basis to the State Food Service Supervisors and Office of Purchasing & Contracting.

2.7 Contractor must be willing to deliver to all parties indicated on the attached list of "Facilities & Interested Parties".

2.8 Food price list contain food products currently in use at the facilities and has been agreed upon by all parties, for use under this contract. Products listed in this list will remain firm throughout the contract period. Product additions and deletions require PRIOR approval. Notification of additions and deletions will be forwarded to the contract by the Office of Purchasing & Contracting. Food Service Supervisors at each facility and interested parties shall receive new price list at least 5 working days prior to the next two-month calendar months' period. Lists must show effective date of pricing. Once contractor has emailed new list to all interested parties, prices will remain firm and not price changes allowed during the two-calendar month period.

2.8.1 Prices honored by the State will be those in effect the **DATE THE FACILITY PLACES THE ORDER AND NOT AT THE TIME OF DELIVERY OR INVOICE. BACK ORDER WILL BE PRICED AT POINT OF ORDER. THE PRICE LIST MUST REFLECT CONTRACTOR'S PRODUCT NUMBER IN NUMERICAL ORDER.**

2.8.2 Contractor shall email one copy of the food list and pricing to the Office of Purchasing and Contracting (OPC).

2.9 Contractor must maintain an average of 98% stock availability. Upon receipt of order, contractor immediately notify ordering site of out of stock/not available products. (Note: Out of stock/not available product situations may be based for cancellation of contract and/or charged back for additional cost obtained sure products elsewhere).

2.9.1 Suitable substitution shall be made in the event of out of stock/not available product situation at the same prices as the product that is on contract. Such situation shall be same grade, quality, etc. Substitution shall be made on a continued basis. Explanation of repeated/continued substitution shall be made to the State (OPC) in a timely manner. If contractor cannot supply an acceptable substitution, the Food Service must contact the Office of Purchasing and request "authorization" to purchase from an alternate source. It will be left to the Food Service Supervisor's discretion as to whether or not "partial fill" orders will be accepted. Repeated out of stock, substitutions and/or partial fill made by contractor must be reported by the Food Service Supervisor by email to the Office of Contracting. Contractors to indicate all "out of stock "partial fills" and "substitutes" on their invoices.

2.10 Contractor shall provide Grade A First Quality, label brand. Bidders are to furnish a food label comparison chart with their bid. If contractor, must change label brand, a written notification must be forwarded to the Office of Purchasing & Contracting for approval. The State will have the option to accept the changes or buy products elsewhere.

2.10.1 The State reserves the right to request specific samples for food cutting at any time throughout the contract period.

2.10.2 The State reserves the right to have a product of questionable nature tested by the Vermont Agency of Agriculture or the Vermont Department of Health.

2.10.3 The bidder's response reflects primary food items to be purchased from this contract. Fill rate is to be 98% minimum, or each item requested. BIDDERS ARE TO INDICATE FOOD PROCESSED OR PACKED IN THE STATE OF VERMONT.

2.11 The State will work with the contractor to establish a procedure to ensure prompt payment of fully reconciled invoices. The contractor will not limit or withhold service to a facility due to past due invoices. Contractors are to include their proposed policy for overdue invoices in their response. As noted in invoice paragraph, disputed and unreconciled invoices are not to be considered past due.

2.12 Any claim of product delivered that is unusable (damaged, rotten, inedible, recalled and unacceptable substitution, etc.) shall be resolved within three (3) days.

2.13 Invoicing in accordance with the contract is essential for timely payment to the contractor. Selected contractor must work with the State to develop procedures that will ensure a minimum number of errors. Invoices are to reflect product number of each item as to easily matched to price list for price verification by facilities. Contract and non-contract items shall not be co-mingled on the same invoice. Contractors are requested to either invoice non-contract items on a separate invoice or at the bottom of the invoice for contract items. Invoices are to be rendered by the contract to each individual facility responsible for the order. Success bidder shall be responsible for showing the ordering facility, contractor's product number, date of order, unit and extension prices on all invoices. Substituted items must be reflected on the invoice at the contract price. If invoice reflects a higher price for items or substitutes a higher price, the contractor's invoice will be cut-back to the price at the time of the order, however, if the pricing is lower than time of order this price will prevail in the payment. If more than a quarter of items on the invoice priced incorrectly, the contractor will be expected to reissue a correct invoice to the facility. It will be the contractor's responsibility to ensure correct pricing. The contractor is advised that invoices with discrepancies will take longer to process, and the State shall not be held responsible.

2.15 The State reserves the right to conduct in-depth contract price audits throughout the contract period.

2.15 The State upon request has the right to add an additional facility with a 30-day written notice or remove a facility with a 60-day written notice. Bidders are to bid all locations indicated.

2.16 **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

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.

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

3.2.1. **Best and Final Offer (BAFO).** At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.

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

3.3. **CONFLICTS OF INTEREST:**

3.3.1. **Organizational Conflict of Interest (OCOI):** An OCOI arises when a bidder as a business entity has interests (for example, customers, partners, contracts) that could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of a contract with the State that may result from this solicitation.

3.3.2. **Personal Conflict of Interest (PCOI):** A PCOI arises when an interest held by an individual, agent or employee of a bidder could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of a contract with the State that may result from this solicitation.

3.3.3. **Requirements**: The State does not seek to contract with any individual or business entity having a conflict of interest which cannot be mitigated to the State's satisfaction. To ensure the State's awareness of actual, potential, or reasonably perceived PCOIs and OCOIs, bidders shall:

a) Prior to submitting a proposal, conduct an internal review of its current affiliations and activities and identify actual, potential, or reasonably perceived PCOIs or OCOIs relative to a contract with the State that may result from this solicitation.
b) Disclose in your proposal any actual or potential PCOI or OCOI or the existence of any facts that may cause a reasonably prudent person to perceive a PCOI or OCOI with respect to a contract with the State that may result from this solicitation. Disclose, also, any actions proposed to mitigate the PCOI or OCOI.

The State shall have sole discretion to determine whether a PCOI or OCOI can be mitigated to the State's satisfaction and may discuss the conflict with the bidder if and to the extent the State deems discussion necessary to its determination. The State reserves the right to (a) reject from further consideration any proposal having a PCOI or OCIO that cannot be mitigated to the State's full satisfaction and (b) terminate a contract upon discovery that a contractor failed to disclose facts pertaining to a PCOI or OCOI in its proposal, or otherwise misrepresented relevant information to the State.

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 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.

3.5. **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.

3.5.1. Acceptance of contract terms and conditions included with this RFP will be evaluated on a pass/fail basis

3.5.2. resident bidders of the state and/or to products raised or manufactured in the state;

3.5.3. 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)

3.5.4. bidders who have practices that promote clean energy and address climate change.

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

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

3.8. **CONTRACT TERMS:** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachment C as attached to this solicitation for reference.

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

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

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

3.8.4. **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.

3.9. **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 fails to meet Contract requirements may be at the expense of the Contractor.

3.11. **WARRANT**Y: The manufacturer shall include with its proposal a written warranty for each product that it intends to furnish. Warrantees must be based on commercial use, and shall extend fora 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. 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 solicitation will become part of the contract file and subject to public disclosure in accordance with the State's Public Records Act, 1 V.S.A. § 315 et seq. The State may also choose to publicly post responses to this solicitation and the resulting agreement(s), following conclusion of this procurement process.

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 and 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.

5.4.3. If you have experience working with the State of Vermont, identify all current or past State projects. Provide the name of the Vermont department or agency and the project title or a brief description of the work. Do not include references or statements from State of Vermont agencies or employees.

5.4.4. 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. Do not list a State of Vermont agency or employee as a reference.

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

5.7. **BACK ORDERS:** Provide a full description of your back-order policy.

5.8. **BRAND COMPARISON:** Provide a Distributor Brand Comparison Chart. This is a chart that will tell us what grade your products are.

5.9. **RETURN GOODS:** Provide a full description of your return goods policy.

5.10. **DISASTER & EMERGENCY MEAL SERVICE:** Provide a full description of your Disaster & Emergency Meal Services.

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

5.11.1. PLEASE INDICATE ANY PACK SIZE OR CHANGES IN BOLD OR IN DIFFERENT INK COLOR. ANY AND ALL PACK CHANGES WHICH DO NOT CONFORM WITH THE BID REQUEST AND BE EXTENDED BY PACK CHANGE OR POUND LISTED ON THE BID. IT IS THE BIDDER'S RESPONSIBILITY FOR IDENTIFICATION OR CONVERSION OF PRODUCT PACK SPECIFIED. IF A BIDDER DOES NOT DO THE CONVERSION OR IDENTIFICATION OF THE PRODUCT THEIR BID COULD BE DISQUALIFIED. BIDDERS ARE NOT ALLOWED TO USE MORE THAN TWO DECIMAL POINTS WHEN PRICING AN ITEM.

5.12 FIXED CASE FEE: List and describe how this fee will be handled on broken cases. This fee shall remain for the term of the contract.

5.13 IMPLEMENTATION PLAN: Provide a timeline for implementation of contract.

5.14 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 at the webpage indicated on the front page of this RFP.

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/purchasing/bids/opc-bid-tabulation-sheets. 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. **ELECTRONIC BIDS ONLY:** All bids under this RFP can be submitted in one of two ways and must be submitted electronically in accordance with the submission requirements herein.

6.2.1. Electronic email bids will be accepted via email submission to SOV.ThePathForward@vermont.gov. If submitting by email: The subject line of the email submission must reference the Project Title as indicated on the front page of this RFP.

6.2.1.1. 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.

6.2.1.2. There is an attachment size limit of 40 MB. It is the Bidder's responsibility to compress the PDF file containing its bid if necessary in order to meet this size limitation. It is also the Bidder's responsibility to ensure that their own email system can send and receive messages up to this size.

6.2.2. Bids may also be submitted through Vermont's eProcurement System, VTBuys, link to the system can be found: https://vtbuys.suppliers.vermont.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fho mepage

7. **BID SUBMISSION CHECKLIST:**

- ✓ Cover Letter
- ✓ Technical Response
- ✓ References
- ✓ Back-Order Policy
- ✓ Brand Comparison
- ✓ Return Goods Policy
- ✓ Disaster & Emergency Meal Service (if applicable)
- ✓ Implementation Plan
- ✓ 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 (February 13, 2026)

CERTIFICATE OF COMPLIANCE

For your 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 Challenge℠ Certification
   - ❑ Other internationally recognized building certification:

   _____

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

_____

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

_____

   _____

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

   _____

   _____

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.** The following provision is applicable to the Contractor for contracts over $100,000.00, and Contractor shall include this clause in all its 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 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, which 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

SAMPLE CONTRACT FORM FOR COMMODITIES

STANDARD CONTRACT

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

2. ***Subject Matter.*** The subject matter of this contract is commodities generally on the subject of _____. 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 $_____.00.

4. ***Contract Term.*** The period of contractor's performance shall begin on _____, 20__ and end on _____, 20__ with an option to renew for _____ 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 ___ 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 February 13, 2026)

Contractor Warranty Document(s)

Additional attachments may be lettered as necessary

SAMPLE

10. ***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) Attachment A
(5) Attachment B
(6) Contractor Warranty Document(s)
(7) 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: _____

SAMPLE

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.

   1.1. **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

2. **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.

3. **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.

4. **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.

5. **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.

6. **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.

7. ***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

8. **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.

SAMPLE

ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED FEBRUARY 13, 2026

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

SAMPLE