



AGENCY of ADMINISTRATION/Office of Purchasing and Contracting

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

SEALED BID
REQUEST FOR PROPOSAL
Specialty Property and Casualty
Insurance Brokerage Services

ISSUE DATE April 8, 2021
QUESTIONS DUE April 30, 2021 – 2:00 PM (EST)
RFP RESPONSES DUE BY May 14, 2021 – 4:30 PM (EST)

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND ADDENDUMS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:

<http://www.bgs.state.vt.us/pca/bids/bids.php>

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

STATE CONTACT: Trevor Lewis, State Commodity Procurement Administrator
E-MAIL: Trevor.r.lewis@vermont.gov

1. OVERVIEW:

- 1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the Department of Buildings and General Service, Office of Purchasing and Contracting on behalf of the Agency of Administration, Financial Services Division, Office of Risk Management (hereinafter the "State") is seeking to establish contracts with one or more companies that can provide Specialty Insurance Brokerage Services.
- 1.2. The Office of Risk Management ("ORM") manages the State of Vermont's excess liability, property insurance and specialty insurance policies, Workers' Compensation and workplace safety programs. The ORM staff consists of a Director of Risk Management Operations, a Risk Administrative Services Manager and an Administrative Service Coordinator. The ORM's website links are <https://aoa.vermont.gov/secretary/divisions/workers-comp> and <https://aoa.vermont.gov/secretary/divisions/risk>
- 1.3. Rose and Kiernan, Inc. is the lead broker and will continue to service policies not included in this RFP in compliance with their contract. Rose and Kiernan's contract effective dates are 7/1/19 until 6/30/21 with the option to renew for an additional two twelve-month periods. During the term of the contract to be secured through this RFP, Rose and Kiernan will continue to be the lead broker for the State.
- 1.4. All policies to be serviced by this Specialty Insurance Brokerage Services RFP are listed in Exhibit 1 of this RFP.
- 1.5. **CONTRACT PERIOD:** Contracts arising from this RFP will be for a period of 24 MONTHS with an option to renew for up to two additional twelve-month periods. The State anticipates the start date will be July 1, 2021.
- 1.6. **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.
- 1.7. **BIDDERS' CONFERENCE:** A bidders' conference will not be held.
- 1.8. **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 question indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site <http://www.bgs.state.vt.us/pca/bids/bids.php> . Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.
- 1.9. **DATA:** Insurance policies and claims loss runs are ONLY available from to Rebecca.White@vermont.gov after completion of a Non-Disclosure Agreement. Loss runs will not contain claimant names or other identifying information.
- 1.10. **CHANGES TO THIS RFP:** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at <http://www.bgs.state.vt.us/pca/bids/bids.php> . Verbal instructions or written instructions from any other source are not to be considered.

2. DETAILED REQUIREMENTS/DESIRED OUTCOMES: The State of Vermont is interested in obtaining bids to meet the following business need(s):

2.1. INSURANCE POLICY ADMINISTRATION

- 2.1.1. Secure insurance policies meeting or exceeding the terms, conditions, limits and premiums of expiring policies. A list of policies is in Exhibit 1 of this RFP.
- 2.1.2. The broker(s) is encouraged to offer the State alternative funding, cost savings or risk transfer mechanisms for the policies listed in Exhibit 1.
- 2.1.3. Send insurance applications to the Office of Risk Management ("ORM") for completion prior to submission to insurance marketplace.
- 2.1.4. Once results from insurance companies are received by the broker, the broker shall issue a quotation analysis report with recommendation for coverage that best meets the needs of the State. The report shall assess insurance company stability, solvency and reputation in the marketplace. The report shall identify which markets were approached, their quotation or

declination and reason, and premium. O R M shall have the final decision on which insurance companies with whom to enter into a contract with.

- 2.1.5. Secure Director of Risk Management or designee's written authorization to bind coverage.
- 2.1.6. Verify the accuracy of policy language, coverage endorsements, exclusions and other terms and conditions consistent with placement noting variations from the previous policy term, prior to sending to ORM.
- 2.1.7. Delivery of insurance policies and endorsements to ORM within ninety (90) days of policy inception
- 2.1.8. Issue schedule or outline of all insurance policies and coverage handling by broker within ninety (90) days of policy inception.
- 2.1.9. Facilitate certificate of insurance requests within one business day of request.
- 2.1.10. Insurance policy administration including but not limited to policy change requests, audit inquiries, policy billing, endorsement processing.
- 2.1.11. Claim advocacy and claim review services upon request.
- 2.1.12. Insurance policies currently handled by incumbent brokers as shown on Exhibit 1 will be maintained by those brokers until the expiration dates of the policies as shown on Exhibit 1. At the time of expiration date, the policies may be transferred to the broker(s) awarded contract(s) as a result of this RFP. Broker of record letters may be issued to carriers after contract(s) executed as a result of this RFP. Incumbent brokers will keep any commission or fees earned on current policies listed on Exhibit 1.

2.2. **PRICING:** Broker shall submit pricing on Price Schedule as an annual fee only net of commission. All insurance policies will be quoted net of commission.

No time and expense charges or additional administrative fees may be charged.

If any new policies not included in the list of policies in Exhibit 1 need to be secured during the contract term, additional fees are allowed unless fees are precluded by State filing regulations. In that event, payment shall be based on commission.

2.3. **PERFORMANCE GUARANTEES:** The vendor will be expected to meet Performance Guarantees during the contract term.

PERFORMANCE GUARANTEE CATEGORIES: Policy Administration, Meetings and Reports

PERFORMANCE AUDIT GUIDELINES: The performance guarantees will be reviewed by the State and the vendor at the performance guarantee audit meeting. The first performance guarantee audit meeting will be held between April 1, 2022 to May 1, 2022 and the second meeting between April 1, 2023 to May 1, 2023. The meetings will evaluate performance that occurred during the prior period. Participants at the performance guarantee audit meeting shall include at least one representative from the State and one representative from the vendor. Audit results will be tabulated and emailed to the State within 30 days after the completion of the performance guarantee audits.

PERFORMANCE MEASUREMENT CRITERIA: Performance audit results will be scored by category. The number of positive results will be divided by the number of possible results for each category. For example (using the category for certificate of insurance issuance), if 55 of 60 certificates were issued within the guidelines and received passing scores, the results for that category would be 92% (55/60). Representatives from the ORM and the vendor will complete the performance guarantee annual audit.

Policy Administration – During the performance guarantee audit, review of recorded documentation indicating issuance dates of all insurance policies, invoices and certificates of insurance supplied by the vendor and approved by the State.

Meetings - During the performance guarantee audit, review of recorded documentation in the form of a written log input by the vendor and approved by the State that the meetings took place as scheduled.

Reports - During the performance guarantee annual audit, review of recorded documentation in the form of a written log input by the vendor and approved by the State that the reports were received as scheduled.

PERFORMANCE GOALS: Performance goals are set at 95% for each category.

DAMAGES: The failure of the vendor to meet performance guarantee goals will cause damages to the State that are difficult to calculate. Therefore, if performance results are below any performance goal identified in the detailed performance guarantee provisions, the vendor will pay two thousand five hundred dollars (\$2,500) per failure. The maximum amount payable as damages for the failure to meet performance guarantees is twelve thousand five hundred dollars (\$12,500) annually with a total maximum of twenty-five thousand dollars (\$25,000) for the two-year contract term. Such payments do not constitute penalties but are imposed to make the State whole for losses that cannot be readily calculated.

CONDITIONS: Any damages will be paid or credited to the State's account after the audit has been completed. The vendor will issue payment or credit for any damages within thirty days receipt of the State's invoice.

The vendor will not be held to the performance standards identified in this performance guarantee in any category in which the State has not fulfilled its commitments as outlined in the specific performance guarantee provisions.

Performance results will be rounded to the nearest whole percentage point. For example, a performance result of 89.5% would be rounded up to 90%. A performance result of 89.4% would be rounded down to 89%.

Performance goals for each category can be found in the Specific Guarantee Provisions.

ACTION 1 OF 5: INSURANCE POLICY ISSUANCE

THE VENDOR'S COMMITMENT: The vendor will deliver insurance policies and endorsements to ORM within ninety (90) days of policy inception date. The vendor shall review the policies for accuracy.

PERFORMANCE GOAL: 95%

DAMAGES: If insurance policies and endorsements are not delivered to the State in accordance with the defined performance criteria, damages will be paid as follows:

The vendor 's Performance at the Annual Audit	Damages
95% or greater	None
Less than 95%	\$2,500

ACTION 2 OF5: INSURANCE POLICY INVOICING

THE VENDOR'S COMMITMENT: All insurance policies serviced by the vendor will be invoiced to the State with correct W-9s and payment instruction detail from broker via email to ORM no later than thirty (30) days after policy inception. The vendor shall review the invoices for accuracy.

PERFORMANCE GOAL: 95%

DAMAGES: If accurate insurance policy invoices aren't emailed to the State in accordance with the defined performance criteria, damages will be paid as follows:

The vendor 's Performance at the Annual Audit	Damages
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95% or greater	None
Less than 95%	\$2,500

ACTION 3 OF 5: INSURANCE CERTIFICATE ISSUANCE

THE VENDOR 'S COMMITMENT: Insurance certificates will be issued to ORM within one business day of request. The vendor shall review the certificates for accuracy.

PERFORMANCE GOAL: 95%

DAMAGES: If certificates are not issued in accordance with the defined performance criteria, damages will be paid as follows:

The vendor 's Performance at the Annual Audit	Damages
95% or greater	None
Less than 95%	\$2,500

ACTION 4 OF 5: IMPLEMENTATION MEETING

THE VENDOR 'S COMMITMENT: Implementation shall begin upon execution of the contract. The vendor shall hold one implementation meeting with the State which shall be held remotely within thirty days of Contract Effective Date or by 08/01/21. The meeting shall consist of the following: company introduction, contact information, overview of services provided.

STATE'S COMMITMENT: The State will facilitate the vendor 's access to the appropriate personnel at State agencies for the meeting. The State will provide information to the vendor on a timely basis as needed in preparation for the meeting. The State shall provider the VENDOR with the State's departmental contacts during the Implementation Period.

PERFORMANCE GOAL: 95%

DAMAGES: If the meeting is not held in accordance with the defined performance criteria, damages will be paid as follows:

The vendor 's Performance at the Annual Audit	Damages
95% or greater	None
Less than 95%	\$2,500

ACTION 5 OF 5: SCHEDULE OF INSURANCE REPORT

THE VENDOR 'S COMMITMENT: Issue schedule or outline of all insurance policies with coverage type, limits, premium, effective dates handled by this contract by September 1, 2021, September 1, 2022, September 1, 2023 and September 1, 2024 (if there are renewals). The vendor shall review the report for accuracy.

PERFORMANCE GOAL: 95%

DAMAGES: If schedule or outline of insurance is not issued in accordance with the defined performance criteria, damages will be paid as follows:

The vendor 's Performance at the Annual Audit	Damages
95% or greater	None
Less than 95%	\$2,500

H. STAFFING

The VENDOR shall, at its own expense, provide all personnel, materials and resources necessary to perform Brokerage Services. The VENDOR shall assign a team of licensed, experienced professionals with sufficient resources to service the State account within federal and state law and the standards described in this RFP.

All employees dedicated to the State's account shall be professional, have adequate time to dedicate to this account; must maintain confidentiality concerning all aspects of the account and must return telephone calls or emails from the State within twenty-four hours.

The following minimum staffing requirements must be met by all vendors who respond to this RFP:

The Lead Broker must have a Vermont property and casualty broker's license with multi-line servicing capacities and have minimum of five (5) years insurance experience servicing public entities with a similar size and loss exposure to Vermont.

The VENDOR must provide in their RFP response:

- Vermont property and casualty broker's license or other applicable insurance license information on all employees assigned to the State account who are brokers or claims professionals;
- names and job titles for all employees assigned to the State account;
- hours of operations, which hours shall coincide with the State core working hours of 7:45 am - 4:30 pm (Eastern time zone), Monday through Friday;
- a list of all office locations supporting the State's account;

The VENDOR must provide written certification of compliance with the equal pay provisions of 21 V.S.A. § 495 (a) (7).

The VENDOR shall be fully responsible for the management, compensation, and performance of all the VENDOR Personnel, and the filing of any and all returns and reports and the withholding and/or payment of all applicable federal, State, and local wage tax, or employment-related taxes, including, but not limited to, income taxes, gross receipt taxes, taxes measured by income, social security taxes, and unemployment taxes for the VENDOR and the VENDOR's employees. Notwithstanding the foregoing, the VENDOR's employees shall adhere to the State's policies and procedures, of which the VENDOR is made aware while on State premises and shall behave and perform in a professional manner. The State, may, in its reasonable discretion, require the VENDOR to replace any

the VENDOR personnel working hereunder who does not adhere to, behave, and perform consistent with the State's policies and procedures, or otherwise engages in unprofessional or unethical conduct, or abuses any illegal substance or alcohol, or engages in illegal activities or consistently underperforms. The State shall provide written notice to the VENDOR of the requirement of replacement, or with whom there are irresolvable personality conflicts. The VENDOR shall use reasonable efforts to promptly and expeditiously replace personnel within fifteen (15) business days of receipt of the written notice unless otherwise mutually agreed. The State's right to request replacement of the VENDOR personnel hereunder relates solely to the removal of individuals from work on the State's account and does not create an employment relationship. The State may not direct the VENDOR to terminate employment of any individual.

3. GENERAL REQUIREMENTS:

- 3.1.1. **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
- 3.1.2. 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.
- 3.1.3. **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.
- 3.1.4. **Retainage.** In the discretion of the State, a contract resulting from this RFP may provide that the State withhold a percentage of the total amount payable for some or all deliverables, such retainage to be payable upon satisfactory completion and State acceptance in accordance with the terms and conditions of the contract.
- 3.2. **STATEMENT OF RIGHTS:** The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.
 - 3.2.1. **Best and Final Offer (BAFO).** At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.
 - 3.2.2. **Presentation.** An in-person or webinar presentation by the Bidder may be required by the State if it will help the State's evaluation process. The State will factor information presented during presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.
- 3.3. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENTS:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.
 - 3.3.1. **Self Reporting:** For bid amounts exceeding \$250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance

relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.

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

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

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

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

3.5. METHOD OF AWARD: Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given first to resident bidders of the state and/or to products raised or manufactured in the state, and then to bidders who have practices that promote clean energy and address climate change, as identified in the applicable Certificate of Compliance.

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

3.5.2. Evaluation Factors:

Bidder's project approach, methodology, ability to provide the services within the defined timeline – 33%

Qualifications and experience, success in completing similar projects – 33%

Cost - 33%

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

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

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

3.8.1. Business Registration. To be awarded a contract by the State of Vermont a vendor (except an individual doing business in his/her own name) must be registered with the Vermont Secretary of State's office <http://www.sec.state.vt.us/tutor/dobiz/forms/fcregist.htm> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/>.

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

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. All responses to this RFP will become part of the contract file and will become a matter of public record under the State's Public Records Act, 1 V.S.A. § 315 et seq. (the "Public Records Act"). If your response must include material that you consider to be proprietary and confidential under the Public Records Act, your cover letter must clearly identify each page or section of your response that you consider proprietary and confidential. Your cover letter must also include a written explanation **for each marked section** explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the bidder if the identified material were to be released. Additionally, you must include a redacted copy of your response for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances may your 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 a 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. **TECHNICAL RESPONSE.** In response to this RFP, a Bidder shall:

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

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

4.3.2.1. Identify all current or past State projects.

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

4.4. **REFERENCES.** Provide the names, mail and email 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 be applicable to the Detailed Requirements of this RFP.

- 4.6. **PRICE SCHEDULE:** Bidders shall submit their pricing information in the Price Schedule attached to the RFP.
- 4.7. **CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

5. **SUBMISSION INSTRUCTIONS:**

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

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

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

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

5.2.1. During the pendency of the State emergency relating to Covid-19, State office buildings may be locked or otherwise closed to the public. If this RFP permits hand delivery of bids, delivery instructions will be posted at the entrance to the State facility. **Any delay caused by State Security Procedures will be at the bidder's own risk.**

5.3. **BID DELIVERY INSTRUCTIONS:**

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

5.3.1.1. **E-MAIL BIDS.** Emailed bids will be accepted. Bids will be accepted via email submission to SOV.ThePathForward@vermont.gov. Bids must consist of a single email with a single, digitally searchable PDF attachment containing all components of the bid. Multiple emails and/or multiple attachments will not be accepted. There is an attachment size limit of 40 MB. It is the Bidder's responsibility to compress the PDF file containing its bid if necessary in order to meet this size limitation.

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

5.4. **U.S. MAIL OR EXPRESS DELIVERY**

5.4.1. All paper format bids 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.**

5.4.2. **NUMBER OF COPIES:**

5.4.3. For bids submitted via mail, express, or in-hand, submit an unbound original (clearly marked as such) and three (3) paper copies and one digital copy in PDF, CD-ROM, or USB flash drive copy.

5.4.4. **Paper Format Delivery Methods:**

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

5.4.4.2. 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.**

6. BID SUBMISSION CHECKLIST:

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

7. ATTACHMENTS:

7.1. Certificate of Compliance

7.2. Price Schedule

7.3. Worker Classification Compliance Requirement; Subcontractor Reporting Form

7.4. Standard State Contract with its associated attachments, including but not limited to, Attachment C: Standard State Provisions for Contracts and Grants (December 15, 2017).

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 ChallengeSM Certification
 - Other internationally recognized building certification:
-

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

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

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

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

Bidders must use this price schedule as it will enable a fair and uniform comparison of pricing for each and every bid.

Pricing shall be represented as an annual fee only net of commission. All insurance policies will be quoted net of commission. No time and expense charges or additional administrative fees may be charged.

If any new policies not included in the list of policies in section need to be secured during the contract term, additional payment fee is allowed unless fees are precluded by State filing regulations. Then payment shall be based on commission.

A. Fixed Price Deliverables:

Deliverable Description	Fixed Price
Annual Fixed Cost Professional Services Fee – Year One	\$
Annual Fixed Cost Professional Services Fee – Year Two	\$
Total Project Cost	\$

B. This contract can be extended up to two (2) additional 12-month periods with mutual agreement between both parties:

Optional Year 3 Increase: Not to Exceed _____%

Optional Year 4 Increase: Not to Exceed _____%

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

DATE: 4/7/2021

SUBCONTRACTOR REPORTING FORM

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

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

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

Subcontractor	Insured By		Subcontractor's Sub	Insured By

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

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

Send Completed Form to: Office of Purchasing & Contracting
109 State Street
Montpelier, VT 05609-3001

STANDARD CONTRACT FOR SERVICES

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

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

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

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

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

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

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

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

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017)

Attachment D - Other Provisions

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

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

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall: _____

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 email address: Rebecca.White@vermont.gov
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows: _____

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

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

ATTACHMENT D
OTHER PROVISIONS

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain (a) Professional Liability insurance for any and all services performed under this contract, with minimum coverage of \$5,000,000.00 per claim, \$5,000,000.00 aggregate.

To the extent Contractor has access to, processes, handles, collects, transmits, stores or otherwise deals with State Data, Contractor shall maintain first party Breach Notification Coverage of not less than \$2,000,000.

Before commencing work on this Contract, the Contractor must provide certificates of insurance to show that the foregoing minimum coverages are in effect.

STATE OF VERMONT OFFICE OF RISK MANAGEMENT							
EXHIBIT 1							
LIST OF INSURANCE POLICIES TO BE BROKERED UNDER THIS RFP 4/6/2021							
Insurance Broker	Policy Name	Policy #	Policy Term	Coverage Type	Annual Premium	Carrier	Additional Information
Noyle Johnson	State of Vermont Dept. for Children and Families - CRRU Commissioners Registry Review Unit	TARVT1029638-01	9-6-2020 to 9-6-2021	WC	\$ 715.00	Technology	
Noyle Johnson	State of Vermont Dept. for Children and Families - CRRU Commissioners Registry Review Unit	LHC833501	10-8-2018 to 10-8-2023	5 Yr Extended Reporting Period End	\$ 60,025.00	Landmark American	Solely in the performances of providing admin reviews for others for a fee
Noyle Johnson	State of Vermont Dept. for Children and Families - FSD	ENP0149120	7-1-2018 to 7-1-2021	GL/ Umb	\$ 4,242.00	Cincinnati 3 year policy billed annually each year.	Assist clients with Disabilities to find jobs, learn skills
Noyle Johnson	State of Vermont Dept. for Children and Families - Reach up Programs	6JUB0319M4451-20	10-1-2020 to 10-1-2021	WC	\$ 29,083.00	Travelers	State of Vermont Agency of Human Resources Economics Services Division Reach up Programs, supplemental Nutriton Program -
Noyle Johnson	State of Vermont Dept. for Children and Families - FSD Licensed Parents Foster Program	CSU0078301	12-31-2020 to 12-31-2021	General Liability	\$ 162,035.00	Cincinnati Speciality	Foster Parents Liability / Property -
Noyle Johnson	State of Vermont, Dept. of Labor, Workforce Investment Programs	CSU0029520	7-3-2020 to 7-3-2021	GL	\$ 40,969.00	Cincinnati Specialty	Welfare to work participants.
Noyle Johnson	State of Vermont, Dept. of Labor, Workforce Investment Programs	6JUB9974M7081-20	10-1-2020 to 10-1-2021	WC	\$ 93,805.00	Travelers	Welfare to work participants.
USI Insurance Services	State of Vermont, Agency of Human Services, Home Healthcare workers	90-18453-01-00-201	10-1-2020 to 10-1-2021	WC	\$ 1,272,279.00	Sentry Casualty Co	WC for home health care workers employed by State contractor.
Jamison Underwriting Services	Professional Liability for State of Vermont Judges	SJL169938558	10/15/20-10/15/21	Professional Liability	\$ 85,860.00	Columbia Casualty Company	Claims made professional and employment practices liability policy.
Kinney Pike	Blanket Guardian bond for Office of Public Guardian State of Vermont Developmental Disabilities Services Division	94A014529	02/01/20-02/01/22	Guardian bond	\$ 1,250.00	Peerless Insurance	Attorney General's office is obligee. The bond is required by statute, 14 VSA 2751 and 14 VSA 3092(c).
Kinney Pike	Hull insurance for one vessel	CHA0121123-26	5/12/20-5/12/21	Hull	\$ 250.00	StarNet Insurance Co.	Seahawk boat for water sampling used by Dept of Environmental Conservation
Kinney Pike	Hull insurance for one vessel	CHA0121123-26	5/12/20-5/12/21	Hull	\$ 17,554.00	StarNet Insurance Co.	Island Runner Ferry (2001 65' vessel) owned by Agency of Natural Resources. Vessel: M/V Island Runner. Official Number: 1114193 Length: 56.6' - Breadth: 18.0' - Depth: 7' - Gross Tons: 47 - Net Tons: 38 Engines : Twin Caterpillar 3208 MAR (315 HP Each) Propulsion: Jet Drive - Built: 2001, Newport RI Summary: The Island Runner is a 56.6' Aluminum Passenger Ferry. It is used primarily to transport park visitors between Kill Kare State Park and Burton Island State Park. The vessel is generally docked at Kill Kare State Park.