VERMONT

Agency of Administration, Department of Human Resources
Workforce Development Division/ Center for Achievement in Public Service (CAPS)
32 College Street | Montpelier VT 05602
802-461-8349

SEALED BID
Request For Proposal

Department of Human Resources, Center for Achievement in Public Service (CAPS)
Administer and Accredit the Vermont Certified Public Manager® Program (VCPM)

ISSUE DATE	**Thursday, November 5, 2026**
QUESTIONS DUE	**Friday, December 4, 2026, 4:30 PM (EST)**
RFP RESPONSES DUE BY	**Monday, December 22, 2026 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: Kathryn Guare

TELEPHONE: 802-904-9577

E-MAIL: Kathryn.Guare@vermont.gov

OVERVIEW:

1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the Vermont Agency of Administration, Department of Human Resources, Center for Achievement in Public Service (CAPS) (hereinafter the "State") is seeking to establish a contract with one (1) college or university to accredit, administer a curriculum and maintain compliance of the Vermont Certified Public Manager® Program as managed by the Workforce Development Division's Center for Achievement in Public Service (CAPS).

1.2. **CONTRACT PERIOD:** Contracts arising from this RFP will be for a period of up to thirty-nine (39) months, with an option to renew for one (1) twenty-four month period. The State anticipates the start date for such contract(s) will be April 1, 2027.

1.3. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.

1.4. **QUESTION AND ANSWER PERIOD:** Any bidder requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site http://www.bgs.state.vt.us/pca/bids/bids.php . Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions. All information provided by vendors during this process will be public and bidders shall not provide confidential information, except as described in 4.1 below.

1.5. **CHANGES TO THIS RFP:** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at http://www.bgs.state.vt.us/pca/bids/bids.php . Modifications from any other source are not to be considered.

2. **DETAILED REQUIREMENTS/DESIRED OUTCOMES**

2.1. **BACKGROUND**

Program Information

VCPM is a two-year, multi-course learning experience managed by the Vermont Department of Human Resources, Workforce Development Division's Center for Achievement in Public Service (hereinafter, "CAPS"). Participants are current and emerging leaders in Vermont State Government agencies, departments, and municipalities and are selected through an annual application process.

VCPM is designed to be both practical and intellectually challenging. VCPM provides a unique opportunity for managers and leaders statewide to learn together about their common challenges and strategies for success. Instructors include top organizational professionals and experts with extensive experience in both the public and private sectors. VCPM is accredited by the National Certified Public Manager® Consortium. Graduates are eligible to join the National CPM Alumni Association; a professional association of public sector managers affiliated with the National Certified Public Managers® Association (NCPM). Through these affiliations, graduates are able to engage with similarly trained public managers across the country.

Typical Schedule

The program starts in July of Year 1 and concludes in May/June of Year 2. Each calendar year there is a starting and graduating cohort of the VCPM program.

VCPM cohorts typically consists of 24 participants, with a maximum class size of 32. There is no pre-requisite of academic degrees or credits. Training is designated for intermediate- and advanced-level learners.

VCPM seminars begin in early to mid-July with an on-line Gallup Strengths Assessment. VCPM consists of approximately 26-30 seminar sessions and approximately ten hours per month of independent work over two years. Year 1 concentrates on classroom instruction of the seminar topics outlined under Curriculum Development. In Year 2, participants engage in a consulting project that requires a substantial investment of their time. The only classroom instruction required will be a three-day session on consulting skills, after which the Contractor will engage in ongoing consultation with the participants as needed.

Participants must attend all sessions to meet the certification requirements, and they have up to two years from their original graduation date for makeup sessions to complete those they have missed.

Semesters	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Spring 2027												
Fall 2027	Class of 2029 Yr 1 - Semester Start Jul 2027 Class of 2028 Yr 2 Semester Start Jul 2027											
Spring 2028							Class of 2028 Yr 2 - Graduation Jun 2028 Class of 2029 Yr 1 - Semester End Mar 2028					
Fall 2028	Class of 2029 Yr 2 Semester Start Jul 2028 Class of 2030 Yr 1 Semester Start Jul 2028											
Spring 2029							Class of 2029 Yr 2 - Graduation Jun 2029 Class of 2030 Yr 1 Semester End Mar 2023					
Fall 2029	Class of 2030 Yr 2 Semester Start Jul 2029 Class of 2031 Yr 1 Semester Start Jul 2029											
Spring 2030							Class of 2030 Yr 2 Graduation Jun 2030 Class of 2031 Yr 1 Semester End Mar 2030					

Curriculum Development

CAPS is responsible for the management and oversight of program accreditation with the National Certified Public Manager® Consortium, ensures the VCPM curriculum is aligned with best practices in management training, and provides accountability and quality assurance.

Seminar topics are developed by CAPS in collaboration with the selected college or university, and are as follows:

- Orientation to VCPM: Opening Seminar (2-days): Build team rapport, familiarize cohort and manager(s) and learn about the program; followed up by 360 Degree Assessment.
- Emotional Intelligence (2-day): Understand emotional intelligence and how it impacts organizational and leadership effectiveness.

- Working Effectively in Groups (2-days): Understand theories of group development, dynamics and effectiveness; learning and practice tools related to healthy work environment; appreciate and leverage differences in style and preference.
- Understanding State Government (2-days typically delivered by State subject matter experts): Expand familiarity with state government structure; understand relationship between legislative and administrative budget processes, explore current public-sector issues impacting government leadership.
- Diversity and Cultural Competence (2-days): Develop knowledge of cultural values, norms, behaviors and difference. Utilize a strengths-based approach to cultivate a diverse and culturally supportive workplace. Develop and practice strategies and skills to lead culturally diverse populations.
- Guiding People and Systems through Change (2-days): Learn to use an integrated approach to initiate and support change and transition. Learn practical tools to help people adapt to change from an enterprise perspective.
- Ethics (1-day): Develop knowledge of the meaning of Ethics in theory and application and define Ethics; differences between Ethics and Morals, identify SOV values and recognize potential conflicts of interest.
- Process and Project Management (2-days): Establish process performance measurement systems. Analyze a process for gaps, problems, and opportunities for improvement.
- Change Management (1-day): Understand change management models and apply skills/framework for managing change. Examine roles within the change process. Apply models and tools to real examples in government.
- Informing and Influencing (2-days): Identify key criteria for informative and persuasive speaking. Apply skills to simulated and real-life situations, incorporating principles, theories, and techniques acquired. Develop and deliver a persuasive speech that integrates the concepts and skills for speaking to influence.
- Consulting Skills (3-days): Develop specific skills related to becoming consultants for Vermont public organizations. Learn the key steps in developing a consulting relationship and consulting project.
  During the consultancy phase (approximately 8 months) Contractor checks in with project teams to provide guidance and instruction involving information gathering, analyses and report writing, feedback and team dynamics to ensure projects are on track and facilitates the dress rehearsal presentations.
- Concluding Seminar and Graduation (1-day): Review and identify accomplishments related to professional goals, accomplishments and skills gained from the program. Identify strategies for building on the VCPM experience after graduation. Assess strengths and areas for improvement for the VCPM program.

Content Delivery Formats

- Classroom – Offered in up to a 7.5-hour traditional format at the CAPS conference center at 32 College Street in Montpelier.
- eLearning – The use of electronic means to disperse core or supplemental content, using electronic technologies such as a Learning Management System (LMS).
- Blended Learning – Combining face-to-face classroom methods with eLearning activities to form an integrated instructional approach.
- Hybrid Learning – Combining face-to-face classroom methods with a remote access option; designing online and face-to-face activities that complement each other and provide an equivalent learning experience.
- Synchronous – Live, instructor-led content delivered via a virtual learning program such as Teams, Zoom, etc., all of which will have an option for conference call phone or computer audio access. Presentations will include access to PowerPoint and other instructional material during live training with download capability. Sessions should be recorded with the option for

later review through system archives. Participants must have access via audio or real-time chat box functions to interact with the instructor and fellow students.

- Asynchronous – On demand training registrants can access at any time via a unique link. The proposal should describe training format as facilitated or self-paced and include information outlining how assignments and potential group and instructor interaction will be facilitated.

2.2 DETAILED REQUIREMENTS

The State of Vermont is interested in obtaining bids to meet the following business need(s):

2.2.1 **Provide administration services for the VCPM Program**: The college or university selected to administer the VCPM Program will be responsible for the following deliverables:

- Provide a program manager to:
  - Serve as a single point of contact for program curriculum questions and follow-up for the CAPS Director as well as program participants.
  - Conduct the orientation sessions onsite and attend graduation ceremonies.
  - Review and evaluation capstone projects.

- Provide an administrative coordinator who will:
  - Collaborate with CAPS to develop the two-year schedule with seminar topics for curriculum delivery.
  - Identify, engage and schedule qualified faculty to deliver in-person seminar sessions at the State of Vermont Center for Achievement in Public Service training facility in Montpelier, Vermont. In limited instances, virtual/hybrid delivery will also be incorporated into the curriculum design.
  - Collaborate with CAPS to define and structure capstone project consultancies prior to the beginning of the Year 2 program
  - Communicate seminar schedule and updates as well as expectations regarding attendance and the completion of homework assignments to both participants and faculty.
  - Address questions and concerns from participants and faculty.
  - Administer a 360 degree assessment tool to all participants in Year 1 as part of the Emotional Intelligence curriculum.
  - Use an online evaluation tool to collect feedback from participants after each session for their assessment of the quality of content and materials; the knowledge, presentation skills and responsiveness of faculty; and the overall value of the session as a support to their learning.
  - Throughout the two-year program period, submit a bi-monthly progress report to CAPS detailing best practices, lessons learned, changes to program schedule, and status of each participant attendance.
  - Participate in quarterly meetings with the Department of Human Resources Director of Workforce Development to discuss progress and needs.

- Identify, engage and schedule qualified faculty to:

- Develop interactive presentations, reading lists, group exercises, pre- and post-session homework assignments, and other materials to meet the requirements of the curriculum and its seminar topics.
- Deliver in-person seminar sessions at the State of Vermont Center for Achievement in Public Service training facility in Montpelier, Vermont.
- In limited circumstances, deliver virtual/hybrid sessions.

- Provide and host an online Learning Management System (LMS) that:
  - Stores reading materials, assignments and other learning tools (e.g., videos, quizzes, etc.)
  - Facilitates discussions, announcements and interactions between faculty and participants.
  - Provides opportunities for online interaction amongst participants and faculty (e.g., chats, Teams meetings, etc.).
  - Provides 24-hour accessibility via both desktop and mobile devices.
  - Registers accepted participants and tracks attendance and the status of those requiring makeup sessions.
  - Provides access to CAPS administrators to monitor progress and participation.

In all instances, the State will retain ownership and oversight of the VCPM program to include program design, course content created specifically for the VCPM program, and course offerings.

2.2.3 Assist with Maintaining Certification with, and Reaccreditation Review of National Certified Public Manager Certification

To maintain certification of the VCPM Program, the program must consist of at least 300 hours that address the seven competencies comprising the NCPM Competency Model and at least 250 of those hours must be instructor or facilitator directed. The competencies are as follows:

- Personal and Organizational Integrity
- Managing Work
- Leading People
- Developing Self
- Systemic Integration
- Public Service Focus
- Change Leadership

The selected contractor shall assist with the National Certified Public Manager (NCPM) reaccreditation review which includes: (1) demonstration of tracking systems and security measures (e.g. tracking of participant progress); (3) drafting of review standards; (4) performance of assessment and outcome processing; (5) review of programmatic overview tracking systems and security measures; and (6) meeting with national reaccreditation review committee members. Current NCPM accreditation documentation will be made available to selected contractor as needed. The next reaccreditation will occur in 2031.

2.3 DESIRED OUTCOMES

Organizations interested in administering the VCPM program and reviewing it for college-level credit should include responses to the following in their proposals:

2.3.1.1 Administration

- Experience administering managerial programs for college-level credit.
- Curriculum vitae of the instructor(s) that would be assigned to instruct VCPM seminars. (Private Personal Information should be redacted. See 4.1.)
- Details of how each of the requirements listed in Section 2 of this RFP will be met.

2.3.1.2 Accreditation

- Experience reviewing managerial programs for college-level credit.
- Process used to determine whether the program may receive college-level credit.
- Frequency of program re-evaluation once college-level credit has been awarded.
- Cost to the State of Vermont for review of the program for college-level credit.
- Cost to the VCPM graduate per credit awarded, and how it compares to current in state and out of state rates.

2.3.1.3 Other Considerations

- Bidder's responsiveness to RFP, including quality and clarity of proposal.
- Experience with state government and organizations of similar mission, size and diversity of professions; include references.
- Adequacy of resources – Subject matter experts' (not generalists) ability to provide services within the defined timeline.
- Cost proposal includes details that confirm resources are sufficient to perform work over a 3-year engagement.
- Past performance history, evident of administering similar programs.

3 GENERAL REQUIREMENTS:

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

3.1.1 Prices and/or rates shall remain firm for the initial term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable; (ii) cover the full spectrum of materials and/or services required, and (iii) provide detail for both a Year 1 and Year 2 pricing structure that reflects the shift from classroom-intensive work to ongoing consultations as needed.

3.1.2 **Cooperative Agreements**. Bidders that have been awarded similar contracts through a competitive bidding process with another state and/or cooperative are welcome to submit the pricing in response to this solicitation.

3.1 STATEMENT OF RIGHTS: The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP. The State of Vermont

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

3.1.1 **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.

3.1.2 **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.

3.2 CONFLICTS OF INTEREST:

3.2.1 **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.

3.2.2 **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.

3.2.3 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.

3.2.4 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.

3.3 **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.

Responsiveness to RFP, including quality and clarity of proposal, and inclusion of responses to Desired Outcomes and General Requirements.	30
Cost proposal includes details that confirm resources are sufficient to perform work for the total length of a 3-year engagement, and which provides a detailed breakdown of Year 1 vs. Year 2 costs.	20

Past performance history, evidence of administering similar programs.	20
Experience with state government and organizations of similar mission, size, and diversity of professions. Included references.	15
Overall experience and qualifications of subject matter experts who will be assigned to provide the content.	15
Total	100

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

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

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

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

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

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

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

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

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

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

4.2 **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.

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

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

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

4.6 **COVER LETTER:**

4.6.1 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, and that the State's non-rejection of a proposal on this basis does not indicate acceptance of the exceptions.

4.7 **TECHNICAL RESPONSE.** In response to this RFP, a bidder shall:

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

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

4.7.3 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.

4.7.4 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), in response to the questions described above in this section.

4.8 **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.

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

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

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

5 SUBMISSION INSTRUCTIONS:

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

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

5.1.2 There will not be a public bid opening. However, the State will record the name, city and state for any and all bids received by the due date.

5.2 **ELECTRONIC BIDS ONLY:** All bids under this RFP must be submitted electronically in accordance with the submission requirements herein.

5.2.1 Electronic bids will be accepted via email submission to Kathryn.Guare@vermont.gov. The subject line of the email submission must reference the Project Title as indicated on the front page of this RFP.

5.2.1.1 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.

5.2.1.2 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 BID SUBMISSION CHECKLIST:

- ✓ Cover Letter
- ✓ Technical Response
- ✓ 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 (February 13, 2026)

RFP/PROJECT:

DATE:

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 RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.

C. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds $250,000.00.

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

Summary of Detailed Information	Date of Notification	Outcome

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

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

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

1. Bidder owns, leases or utilizes, for business purposes, space that has received:
   - ❑ Energy Star® Certification
   - ❑ LEED®, Green Globes®, or Living Buildings 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:

_____

_____

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

_____

_____

_____

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

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

Provided Equipment or Product	Note or Comment

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

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

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

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

2. This certification is a material representation of 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

PRICE SCHEDULE

1. Describe detailed resources necessary to perform the work associated with your proposal for the total length of a 3-year engagement. Include all cost types necessary to successfully perform the work. Please be advised that the state will expect the selected contractor to keep detailed, auditable records that will be reviewed at the State's discretion.

2. Submit three-year pricing for your proposed solution in the table below. Fill in only the lines that are applicable to your proposal. Insert lines for additional costs, but do not delete or rename any lines in the Table. Total each column and provide a total of all columns.

Cost Type	Year 1	Year 2	Year 3
Administration Personnel			
Administration Indirect Costs			
Instructors			
360 Survey			
Indirect Costs			
Totals Per Year	$	$	$
Total for 3-year Contract			$

All indirect costs must be described in Number 1 of this cost proposal. Contractor may include additional documentation attached to Cost Proposal to describe offerings in detail.

Optional 3 Year Contract Renewal: This contract can be extended up to one (1) additional three (3) year period with mutual agreement between both parties. Bidder agrees to renew at the request of the State.

Optional 3 Year Term Increase: Each annual amount shall Not Exceed ____1.4___% (or Consumer Price Index rate at the time of renewal) of the previous contract year. The state will only consider escalations that follow rates determined by the Consumer Price Index.

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

RFP/PROJECT:
DATE:

SUBCONTRACTOR REPORTING FORM

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

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

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

Subcontractor	Insured By		Subcontractor's Sub	Insured By

Date: _____

Name of Company: _____ Contact Name: _____

Address: _____ Title: _____

_____ Phone Number: _____

E-mail: _____ Fax Number: _____

By: _____ Name: _____

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

Send Completed Form to: State Contracting Entity

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 02/13/2026)

"State of Vermont – Federal Terms Supplement - Non-Construction (December 30, 2024)

Instruction for when to use section: this attachment must be included in any contract for which federal funds will be used. This language can be deleted here if this requirement is not applicable.

Attachment D - Other Provisions

Additional attachments may be lettered as necessary

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

(1) Standard Contract

(2) Attachment D

(3) Attachment C (Standard Contract Provisions for Contracts and Grants)

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

(5) Attachment A

(6) Attachment B

List other attachments, if any, in order of precedence

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:	By the Contractor:
Date: _____	Date: _____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall: _____

ATTACHMENT B – PAYMENT PROVISIONS

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

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

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.