

## Business Development Technical Assistance for Indigenous Persons and Persons of Color

### ADDENDUM 1

January 17, 2023

TO ALL BIDDERS OF RECORD:

This Addendum consists of 4 page(s). This Addendum forms a part of the Request for Proposals and modifies it as follows:

#### **Correction:**

Page 9 of the RFP, Section 4.2.4

“4.2.4. Identify the names of all subcontractors you intend to use, the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s), as per RFP section **4.3.2 above.**” **Section 4.3.2 should be Section 3.3.2**

#### **Questions and Answers:**

1. The budget that you have is \$250,000. Is it the budget per year or is it for the first two years that you have in total for the program? Could you please clarify since the RFP is not saying this?

**The total budget for this project is \$250,000 for the two-year period. However, all services could be rendered in a shorter period of time.**

2. Also, should we present the quote for the two years or per year?

**The bid should provide a flat rate for each task over the 2-year base term, as prescribed in the Price Proposal Form.**

3. How many businesses do you intend to service?

**The goal is to maximize services provided to BIPOC businesses and workers. Bid evaluation will consider the breadth, depth and quality of services offered within or under our budget.**

4. Is the \$250,000 budget for annually or for the two-year contract term?

**The \$250,000 budget is for the two-year base term of the contract.**

5. Is there a goal for number of businesses you hope to support?

**See question 3. above.**

6. Is it expected that the vendor is responsible for recruiting businesses to the program?

**Yes. The State will also make every effort to make workers and businesses aware of the program.**

7. Will the State provide any support?

**See question 6. above.**

8. What kind of marketing and outreach support will the State provide?

**It is the primary responsibility of the vendor to conduct outreach. However, the State will also make every effort to make workers and businesses aware of the program.**

9. The RFP states that after the initial contract period of 2 years, there is an option to renew (for additional years): is the additional renewal period for an additional \$250,000 or a no-cost extension of the original contracted amount?

**If in the best interest of the State to extend the term of the contract, it would be a no-cost extension. However, should the legislature appropriate more funds due to program success and favorable outcomes, the State may extend the program or issue another RFP depending on legislative requirements.**

10. How strict are the requirements for Section 2.6 (Publications) - in particular, in terms of social media posting and outreach, those are typically ad hoc, interactive and require short/quick turnarounds?

**The State will require initial review and approval until a mutual understanding regarding details and content is reached.**

11. We are a remote-based Vermont organization and do not have a physical location – will that count against us?

**No.**

12. Under 4.2.1 (Technical Response), the organization must provide details about the organization, including “resources”. Is this referring solely to financial resources or other resources? If other resources, what other resources should be included?

**The State wants to ensure the bidder has the resources to fulfill the scope of work. Resources can be financial, people (employees), networks, etc. Identify the resources leveraged to meet the requirements of the RFP.**

13. What is the difference between a "consultant" and a "subcontractor" per this RFP?

**A search of the word “consultant” in this RFP rendered no result/matches. Therefore, uncertain of the context of this question, a subcontractor is payment for services provided by a non-employee. If a business or person not currently in your employment will be used to carry out a portion of the project scope, they qualify as a subcontractor.**

14. Is there a cost threshold in order to be considered a subcontractor?

**No.**

15. If our RFP application is successful without adding any subcontractors, what happens if we discover a need/opportunity to subcontract AFTER the proposal has been approved?

**Notify the State as soon as possible. Substantial material changes to the proposal may result in disqualification and the State may enter into contract negotiations with another bidder.**

16. Do subcontractors have to be identified and declared ahead of time? What is the process to add subcontractors that are identified after the start of the contract? Does the contract require an amendment based on cost?

**It is preferred subcontractors be identified in the bid proposal. However, should a subcontractor be required after the start of a contract, the contractor needs to contact the State for written approval prior to executing a sub-agreement. If approved, the agreement will be memorialized in a contract amendment. The State's policy on subcontracting is as follows:**

*“The Contractor may not assign, subcontract or sub-grant the performance of a Contract or any portion thereof to any other subcontractor without the prior written approval of the State. If subcontracting is approved by the State, the Contractor remains responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under the Contract. When a contract involves subcontracting (sub-agreement), the Contractor should follow a fair and open award process and create clear and thorough subcontracts to enable the Contractor to properly monitor the performance and compliance of the subcontractor(s). Contractors shall include the following provisions of Attachment C in Contractor's subcontracts for work that is to be performed solely for the State of Vermont or performed in the State of Vermont: (i) Fair Employment Practices and Americans with Disabilities Act, (ii) False Claims Act, (iii) Whistleblower Protections, (iv) Taxes Due the State, (v) Child Support, (vi) No Gifts or Gratuities, (vii) Certification Regarding Debarment, (viii) Certification Regarding Use of State Funds, (ix) State Facilities and (x) Location of State Data.*

*Standard State terms and conditions (Attachment C, “Sub-Agreements”) clearly require prior notice to and the written approval of the State before a Contractor may assign or subcontract the performance of any Contract, in whole or in part.”*

**Should the addition of a subcontractor be approved by the State, an amendment will be executed to memorialize the agreement. Additional costs will not be considered.**

**The procurement process expects bidders to contemplate the entire project conveyed through the Request for Proposals. Bidders are expected to develop a proposal response that fully anticipates resources needed to fulfill all the requirements of the RFP. The contract amendment process is reserved for unforeseeable circumstances.**

17. We anticipate that we are going to learn things along the way as we implement our plans and get deeper into the different activities related to the execution of the RFP. As such, who owns the intellectual property of the outcome of these activities (i.e., the things we learn may result in the birth of new innovative ideas and programs - who has the rights to these)? Please also see #9 (below) as you consider your response to this question.

**As stated in the RFP, the State owns the intellectual property rights**

18. Economic and social justice work is a collective endeavor; therefore it cannot be exclusively owned by any single entity. The respondents to this RFP will be from groups that have historically been marginalized. In order to cultivate true equity, it is imperative that the intellectual property developed during this period not become property of the State. As such, section 2.7 (Work product ownership/Copyright) must be either removed or rewritten.

**This section remains unchanged, it is not an allowable use of public dollars.**

**END OF ADDENDUM #1**