



**Vermont Agency of Commerce & Community Development**  
Department of Housing and Community Development  
C. Davis Building, 6<sup>th</sup> Floor  
One National Life Drive  
Montpelier, VT 05620-0501

## ***Request for Proposal (RFP)***

### **Vermont Homes for All Toolkit Phase 2** **Small-Scale Homebuilder Cohort Training**

Key RFP Events	Date & Time
Issue Date:	February 6, 2024
Bidder's Conference	None
Questions Due:	February 16, 2024 at 1:00 PM (EST)
Proposals Due:	March 1, 2024 at 1:00 PM (EST)

**Please be advised all notifications, releases, addenda associated with this RFP will be posted at the following website referencing the same RFP title:**

**<https://accd.vermont.gov/about-us/bidding-opportunities>**

*The State will not notify interested parties with updated information. It is the bidder's responsibility to periodically check the web site above for all notifications, releases and addenda pertaining to this RFP.*

State Contact: Michele Snyder  
email: [ACCD.Contracts@vermont.gov](mailto:ACCD.Contracts@vermont.gov)

## **TABLE OF CONTENTS**

- 1. OVERVIEW**
  - 1.1 Background
  - 1.2 Contract Period
  - 1.3 Single Point of Contact
  - 1.4 Bidder's Conference
  - 1.5 Questions & Answers
  - 1.6 Changes to this RFP
- 2. PROJECT SUMMARY**
- 3. PROJECT OBJECTIVES**
- 4. PROJECT AUDIENCE**
- 5. STATE ROLE**
- 6. SCOPE OF WORK:**
  - 6.1. Task 1: Vermont Small-Scale Homebuilder Cohort Training Curriculum Design
  - 6.2. Task 2: Vermont Small-Scale Homebuilder Cohort Instruction & Delivery
  - 6.3. Task 3: Vermont Small-Scale Homebuilder Alliance
- 7. GENERAL REQUIREMENTS**
- 8. CONTENT AND FORMAT OF RESPONSES**
  - 8.1 Cover Letter
  - 8.2 Technical Response
  - 8.3 References
  - 8.4 Reporting Requirements
  - 4.5 Price Schedule
  - 4.6 Certificate of Compliance
- 9. SUBMISSION INSTRUCTIONS**
  - 9.1 Closing Date
  - 9.2 Bid Opening
  - 9.3 Sealed Bid & Bid Identification (labeling)
  - 9.4 Delivery Methods
  - 9.5 Bid Submission Checklist
- 10. ATTACHMENTS**
  - 10.1 Certificate of Compliance (Required with Bid Submission)
  - 10.2 Price Schedule (Required with Bid Submission)
  - 10.3 Worker's Classification Compliance (Contract & Subcontractors)
  - 10.4 Sample State of Vermont Standard Contract Form & Attachments
    - Attachment A – Scope of Work
    - Attachment B – Payment Provisions
    - Attachment C – Standard State Contract & Grant Provision
    - Attachment D – Additional State Provisions for Contracts & Grants

## 1. OVERVIEW:

- 1.1. BACKGROUND:** Through this Request for Proposal (RFP) the Agency of Commerce and Community Development, Department of Housing and Community Development (hereinafter the “State”) is seeking to establish contracts with one or more companies to develop a curriculum for and instruct a Small-Scale Homebuilder Training Cohort (hereafter “Training Cohort”) for Accessory Dwelling Units and Missing Middle Homes.

State and local efforts to enable smaller scale and infill housing options will struggle (especially in rural areas) unless more Vermonters are empowered with the skills and confidence to invest in their own neighborhoods. Additionally, the need for a more robust, younger workforce has been widely [noted](#): Associated General Contractors estimates VT’s construction workforce needs to grow by 1,000 annually for the next five years, and the average age of a construction worker in VT is around 45.

The proposed Training Cohort aims to increase the capacity and pool of qualified, small-scale homebuilders and developers across Vermont and further the actions of DHCD’s [“Homes for All: A ‘Design & Do’ Toolkit for Small-scale Home Builders, Investors & Community Leaders.”](#) That project, currently under contract with Utile Planning & Design of Boston with a March 2024 completion date, fills important gaps in knowledge and applicability of missing middle housing types, and includes four components: a missing middle homes design guide, five neighborhood infill case studies, a builders’ workbook, and a “train-the-trainers” summit, also slated for March 2024. The project has garnered strong local support through [five community visits](#) intended as pilot test-fits for the toolkit’s home designs, and has built genuine knowledge of, momentum, and enthusiasm for missing middle and infill housing across the state. The Training Cohort would establish clear and actionable next steps to the Toolkit, including funding and technical assistance, for prospective and emerging small-scale homebuilders and developers to implement the toolkit, especially the builders’ workbook component, and increase the quantity of missing middle homes in Vermont.

Well-rooted in Vermont’s historical development pattern, accessory dwelling units (ADU) and missing middle homes (MMH) are increasingly viewed by Vermont housing leaders as a concept to deliver diverse and affordable housing choices in convenient, existing walkable neighborhoods and places. MMH include home-types like accessory dwelling units, duplexes, small-scale multi-family, and neighborhood-scale mixed-use/ live-work buildings. MMH buildings are compatible with the scale and characteristics of single-family and traditional neighborhoods throughout Vermont, and production in this market category has been lagging.

In recent years, the State has undertaken several related initiatives to enable and support better zoning that welcomes new homes and small-scale development.

### **Related Vermont Initiatives:**

- [Zoning for Great Neighborhoods](#) (2020): A guide for local leaders to enable better places and create great neighborhoods through zoning for a variety of housing types.
- [Modernizing the Planning Act](#) (2020, 2021, 2022, 2023): Updates like limiting minimum parking required for an accessory dwelling unit to one space per bedroom.
- [Bylaw Modernization Grants](#) (2022 - 2024): Funding for municipal bylaw updates to expand missing middle house choice and opportunity in zoning. Three rounds have been awarded deploying almost \$1 million, and the total number of municipalities served is 63, or 27% of municipalities with adopted zoning in Vermont.
- [Vermont Housing Improvement Program](#) (2022 & 2023): Grants to rental property owners up to \$50,000 per unit to bring vacant and blighted rental units back online and support accessory

dwelling unit production.

- **Missing Middle Income Home Ownership Development Program (VHFA) (2023)**: Subsidies to support developers of modest homes sold at affordable prices to middle-income Vermonters.
- **BIPOC Community Developer Initiative (VHFA) (2024)**: Vermont Housing Finance Agency (VHFA) is seeking an organization or consortium to design a housing development technical assistance (TA) program for BIPOC seeking to develop housing in Vermont. Once the program is designed, additional funding will be made available to launch and offer the programming for BIPOC individual and BIPOC owned entities.
- **Community Partnership for Neighborhood Development Grant (S.226/Act 182, section 4) (2023)**: A collaboration among cross-agency and cross-government stakeholders to pilot a new model of strategic partnership and coordinated public investment to develop and re-develop new neighborhood infrastructure and build needed homes. In its first round, the grant program received \$2.5 million in pre-development requests, and awarded a total of \$900,000 to seven projects.

**1.2. CONTRACT PERIOD:** Contracts arising from this RFP will be for a period of three (3) years with an option to renew for up to two additional twelve-month periods. The State anticipates the start date will be as early as April 1, 2024 and no later than June 1, 2024. The available project budget is \$200,000.

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

**1.4. BIDDERS' CONFERENCE:** A bidders' conference will not be held.

**1.5. QUESTION AND ANSWER PERIOD:** Any vendor requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for 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 <https://accd.vermont.gov/about-us/bidding-opportunities>. 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.

**1.6. 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 <https://accd.vermont.gov/about-us/bidding-opportunities>. Verbal instructions or written instructions from any other source are not to be considered.

**1.7. TECHNICAL ASSISTANCE:** If a bidder requires assistance in preparing their proposal or needs guidance on socioeconomic certifications, the bidder may contact the Procurement Technical Assistance Center (PTAC). PTAC specializes in helping small businesses navigate the documentation associated with State and Federal procurement. Their website is: <https://accd.vermont.gov/economic-development/programs/ptac>.

**2. PROJECT SUMMARY:** The State and partners seek curriculum development, experiential education, community and neighborhood design, and small-scale development experts with robust teaching and mentoring practice and experience working in rural areas and small communities to produce, manage, and teach a Small-Scale Homebuilders Training Cohort curriculum. The Cohort model, which will initially run for three cycles, will provide training in real estate development best practices, a network of peers and

mentors, and one-on-one coaching for prospective and emerging real estate developers to craft a proposal for a pilot development or renovation, including ADUs and other gentle infill housing types such as duplexes, quadplexes, and cottage clusters under 16 units. The training program will consist of an online learning platform with modules that provide guidance on a variety of considerations including community engagement, regulations and zoning, financing, infrastructure, and design, as well as practical tools that can help beginner developers achieve success.

The Cohort model shall include three key components:

- 2.1. A practical and creative curriculum hosted on an online platform that will provide a comprehensive roadmap to real estate development for first-timers or emerging developers, and integrate the Homes for All Builders' Workbook content (full workbook launching March 2024, outline [here](#));
- 2.2. Innovative instructional plan to teach the curriculum modules through biweekly lectures (12 in total) delivered over a 6-month period, for three consecutive cycles; this will include a technical assistance model such as monthly group meetings and office hours with an instructional subject expert leader including lenders, existing developers, contractors, designers, permitting specialists, grant makers, and real estate professionals;
- 2.3. Creation of a Small-Scale Homebuilder and Developer Alliance with ongoing resource-sharing and networking capacity.

The consultant team is encouraged to include Vermont-based expert(s) familiar with housing, community and neighborhood design, planning, permitting, and building codes issues in Vermont, and the project will involve consultant collaboration with a team of Vermont-based technical advisors selected by the State in coordination with the consultant to provide reviews at project milestones and be available to answer specific questions from the consultant that ground the project in Vermont's context, conditions, and marketplace.

### **3. PROJECT OBJECTIVES:**

- 3.0. Attract a new generation of grassroots investors/developers (including first-time, women and Black and Indigenous People of Color (BIPOC) developers committed to their community and ready to build walkable neighborhoods and missing middle homes and earn a living doing so) by empowering small-scale developers with tools, resources, and education around real estate development in Vermont.
- 3.1. Help advance policy, systems, and development change to create more affordable, equitable, and accessible housing throughout the state, including by streamlining the development process and building a new pool of developers to create missing middle homes.
- 3.2. Provide technical assistance, case studies, and lessons learned to emerging developers in order to create a grassroots, knowledge-sharing network around the small-scale homebuilding and development process.
- 3.3. Demonstrate how MMH-types in a broadly appealing architecture can be developed as high quality and affordable by design (including affordability through building materials, panelized components, energy efficiency, site design, and flood resilience).
- 3.4. Generate interest and enthusiasm for MMH; engage and empower new small-scale homebuilders; and help community leaders to visualize how missing middle designs can help build vibrant and inclusive places through neighborhood infill opportunities (from accessory dwellings to mixed-use buildings in Vermont's civic and commercial centers).

#### **4. PROJECT AUDIENCE:**

- 4.0. Prospective small-scale developers of new construction, renovations, and modular/panelized homes, including individual property owners considering infill opportunities, and especially first-time developers, women, and BIPOC Vermonters,
- 4.1. Emerging small-scale developers and tradespeople in Vermont with potentially some experience, land, or other resources to put towards a tangible development project,
- 4.2. Municipal and community leaders and advocates seeking to promote MMH infill development in and around Vermont's [designated centers](#) ("train-the-trainers"),
- 4.3. Vermont-based technical advisors for MMH.

#### **5. STATE ROLE:**

- 5.0. The State will manage the project with oversight from an existing advisory steering committee currently overseeing the Homes for All Project and consisting of key partners.
- 5.1. The State will also convene a technical advisory team of Vermont subject-matter experts interested in MMH, small-scale development, and training to provide technical assistance to cohort members, answer questions from the consulting team, and review draft products.
- 5.2. The State will create a fair and equitable application process, including a marketing and engagement plan, for small-scale developers to apply for Rounds 1-3 of the live cohort training.
- 5.3. The State will work with the consultant, committee, and technical advisors to develop and deploy a public outreach approach to encourage small-scale developers to apply to the cohort model.
- 5.4. The State will organize all meetings and public events and handle communications with the consultant as well as the cohort members.

##### **State/DHCD Project Management Team:**

- Director of Planning & Revitalization
- Manager of Placemaking and Community Partnerships
- Community Planning & Project Manager
- Planning & Policy Manager

##### **Potential Vermont-Based Technical Advisor Team**

- Leasing Specialist/Landlord
- Property Manager
- Small-Scale Developer
- Realtor
- Real Estate Tax & Accounting
- Cooperative Housing
- Building Code & Construction
- Energy Efficiency/Energy Supply
- Fair & Affordable Housing Developer
- Consumer, Disability, and Economic Opportunity Advocate
- Real Estate Attorney



- Planning & Development Review Specialist
- Financier/Lender
- Architect/Landscape Architect
- Water/Wastewater Engineer
- Justice, Equity, Diversity Inclusion Specialist
- Economic & Community Development Professional (with Infrastructure/Housing Experience)

## 6. SCOPE OF WORK: VERMONT SMALL-SCALE HOMEBUILDER TRAINING COHORT

The scope of work described herein conveys minimum expectations of the bidder and a general approach to developing and implementing the Vermont Small-Scale Homebuilder Training Cohort. The State will consider proposals that offer supplemental deliverables, suggest alternative strategies and/or offer an entirely different and creative approach to implementing the project and achieve the project objectives and outcomes described herein. However, the State will not consider proposals that do not adhere to the pricing structure provided. The cost structure must remain constant to facilitate comparable cost analysis of the bids. Different approaches must also demonstrate consistency with the project objectives and audience.

All materials generated shall be branded with the Vermont logo in accordance with the [Chief Marketing Office guidelines](#) and compatible in design with [similar publications](#) by the Community Planning & Revitalization Division of DHCD found on-line.

### 6.0. TASK 1: VERMONT SMALL-SCALE DEVELOPER COHORT TRAINING CURRICULUM DESIGN:

Vermont is known for its small businesses, frugal ingenuity, environmental stewardship, and mission-driven entrepreneurship. Building off the Homes for All Builders' Workbook, the Small-Scale Homebuilder Cohort Training curriculum will help make small-scale home development more understandable, accessible, and approachable for existing, emerging, and new small-scale developers. Through this cohort model, the State intends to develop a new generation of grassroots investors who are committed to their community and ready to build walkable neighborhoods and MMH, and provide the necessary tools and resources, including technical assistance, to help launch participants' own development project. The State is securing funding to provide pre-development and development grants to successful graduates of the program. The cohort training will illustrate how MMH can be do-able and profitable for small scale developers and individual property owners and demonstrate what's possible with start-to-finish resources, from how to select a site, to navigating barriers commonly faced in the development realm.

DHCD partners closely with the VT Housing Finance Agency, who is concurrently designing a Technical Assistance (TA) program to support Black, Indigenous, and People of Color (BIPOC) individuals, owned companies, and led organizations in developing housing in Vermont. The overarching goal of that TA program is to support BIPOC individuals and owned or led organizations in navigating housing and community development resources, permitting, and technical environments. The recipient of DHCD's funding will have the opportunity, and be encouraged to, collaborate with VHFA's TA program development to best support BIPOC community developers in Vermont. For more on this concurrent initiative, please see VHFA's RFP [here](#).

**6.0.0. Curriculum Deliverables:** The curriculum must include at a minimum the topics addressed below. Digital files will be in Microsoft Word, Adobe PDF, and Adobe InDesign, as applicable, including:

- 6.0.0.0.** Research other cohort models and best practices, providing a summary document to DHCD.
- 6.0.0.1.** Build-out and management of online platform to host the curriculum, video lectures, supplemental materials, and participant questions. DHCD will retain future access to the curriculum, which will remain in the public domain to continue knowledge-sharing opportunities for VT developers.
- 6.0.0.2.** Design and develop an engaging curriculum for emerging small-scale real-estate developers, including online video lectures and trainings, best practices and tools, and relevant readings presented in interactive instructional formats, including take-home resources such as worksheets, sample pro formas, and checklists. Topics will draw from the [Homes for All Builders' Workbook](#), and will include, at a minimum:
- How to identify development-ready communities and places, including communities, neighborhoods, and site-specific parcels
  - How to assess and leverage necessary technical expertise, including building a development team
  - How to evaluate different business models
  - How to evaluate different properties, determine feasibility, and select a site, including:
    - Site assessment, planning, and feasibility
    - Due diligence: pro forma, and cash flow
    - Construction cost estimating
  - How to acquire purchase options, purchase real state, and/or obtain site control
  - Major code requirements and common thresholds
  - Working with design & engineering professionals & preparation of technical drawings
  - How to develop housing types that can be compatible and scalable in multiple configurations, including examples of:
    - Accessory dwelling units (including *detached* ADUs, *attached* additions, and ideas and tips on high-opportunity *adaptive re-use* of existing accessory structures (like garage or carriage barns), as well as *internal conversions* of portions of a large single household dwelling, (like conversion of a farmhouse 'ell', upper floor, or attic)
    - Duplexes, stacked and side-by-side
    - Fourplex, stacked and side-by-side
    - Townhouses
    - Cottage courts or clusters
    - Live/work or neighborhood-scale mixed-use
  - How to access project funding, investors, and financing
  - Best practices for permitting and community relations
  - Construction: Contracting, Project Management, and Construction Administration



- Property Management: Leasing, Maintenance, Fair Housing, Tenant Relations
- Selling and Real Estate Transactions, including common interest/co-op/condos options
- And other relevant topics, including:
  - Grant writing 101
  - Accounting for small-scale developers
  - Best practices, learning from failures and avoiding common mistakes
  - Best practices and approaches in inclusive community engagement and public process to ensure community buy-in and support
  - Pitching projects

## **6.1. TASK 2: VERMONT SMALL-SCALE HOMEBUILDER COHORT INSTRUCTION AND DELIVERY:**

Housing experts across the state agree that more units are needed to combat Vermont’s aging housing stock and provide flexible and diverse options for changing demographics, such as downsizing seniors and first-time homeowners. To achieve this goal, DHCD has been developing a suite of resources for developers, especially emerging small-scale homebuilders. The consultant is tasked with bringing these resources and tools to life through a cutting-edge, accessible, and results-oriented instructional plan and delivery of the training curriculum. Through experience teaching development principles and practices, and ideally strong lived experience in the development space, the consultant will deliver content in an engaging teaching style that seeks to inform and inspire participants.

**6.1.0. INSTRUCTIONAL PLAN DELIVERABLES:** The curriculum will be delivered through online lectures using best teaching and training practices and incorporating interactive (exercise-based) content. Lectures will be recorded and archived as evergreen content for future course offerings and will remain in the public domain under the administration of DHCD. All coursework will be documented and delivered as digital files in Microsoft Word, Adobe PDF, and Adobe InDesign, as applicable, and instructional plan should:

- 6.1.0.0.** Teach the outlined curriculum through engaging, exercise-based lectures over a 6-month period, totaling 12 bi-weekly lectures;
- 6.1.0.1.** Host monthly group meetings with an instructional leader to learn from peers and subject experts, including guests such as lenders, existing developers, contractors, designers, permitting specialists, grant makers, and real estate professionals;
- 6.1.0.2.** Host monthly office hours to meet with course participants;
- 6.1.0.3.** Research other TA provider models and best practices, delivering a summary document of findings to DHCD;
- 6.1.0.4.** Cohort members will receive access to up to 20 hours of project support services to fuel rapid project implementation. Following the model of the Department of Health’s [Healthy Communities Pilot](#), DHCD will engage with a consultant team of architects, designers, and local real estate experts who will provide “on-call” design and TA services.

## **6.2. TASK 3: VERMONT SMALL-SCALE HOMEBUILDER ALLIANCE:**

To support the continued creation of a small-scale developers cohort in Vermont, the State and the consultant team will design and convene a Small-Scale Homebuilder Alliance, primarily for program graduates, and with support from regional and municipal planners, regional and local community and

economic development officials, the technical advisory team, the affordable housing development community, the Vermont Homebuilders Association, the Vermont Chapter of the American Institute of Architects, and other stakeholders interested in providing networking and resource-sharing to the burgeoning development community. The Alliance should be designed to be grassroots and self-perpetuating without the indefinite involvement of the consultant and state.

#### **6.2.0. SMALL-SCALE HOMEBUILDER ALLIANCE DELIVERABLES:**

- 6.2.0.0.** Research best practices for similar networking and knowledge-sharing models and compile findings for DHCD.
- 6.2.0.1.** Design an effective, sustainable alliance model for program graduates, technical assistance advisors, DHCD staff, and community development partners.
- 6.2.0.2.** Create a small-scale developers' alliance with capability for ongoing resource-sharing and networking among program participants, including but not limited to informal resource-sharing gatherings, happy hours, lectures, content platform, etc.

#### **6.3. Draft & Final Curriculum Deliverables**

**6.3.0.** All resources must be drafted and published in a format and language that is user-friendly to the project audience and [readily accessible](#) to first-time and emerging small-scale developers. Heavy reliance on the use of technical planning language is discouraged when possible. The curriculum should be catered to and accessible for first-time, women, and BIPOC developers. The use of maps, graphics and other innovative visual aids that encourage the broad participation in the curriculum is encouraged. All responses to this RFP must include time for review and feedback according to the prospective work plan below.

**6.3.1.** The following are expected for deliverables:

- 6.3.1.0.** Digital copies of Tasks 1, 2 and 3 draft deliverables in Microsoft Word, Adobe InDesign, and Microsoft PowerPoint, as applicable.
- 6.3.1.1.** Digital copies of all final deliverables in Microsoft PowerPoint (.ppt) and print-ready Adobe InDesign and Adobe PDF, as applicable.

#### **6.4. Project Work Plan and Prospective Schedule**

State (DHCD)
Technical Advising Team
Consultant (Contractor)

Task		Responsibility	Target Timing    Location
	Form Technical Advisory Team	State	March 2024
<b>TASK 1: CURRICULUM DESIGN</b>			<b>May- August 2024</b>
	Research & Summarize other Cohort Models	Consultant	
	Curriculum Development	Consultant	
	Outreach & Participant Application	State	
	Draft Review of Curriculum	Tech. Team and State	
	Curriculum Edits	Consultant	
	Build-Out of Online Platform	Consultant	

Task		Responsibility	Target Timing    Location
	Review of Online Platform	State	
<b>TASK 2: INSTRUCTION &amp; DELIVERY</b>			<b>September 2024 - March 2027</b>
	Cohort Kick-Off	State and Consultant	Central VT
	Organizing TA Team	State	
	Instruction & Delivery of Curriculum	Consultant	
	Ongoing State Coordination	State	
	Technical Assistance	Tech. Team	
	Cohort Conclusion & Graduation Ceremony	State and Consultant	Central VT
	Repeat Cohort Cycle in Fall 2025 & Fall 2026	Consultant	
<b>TASK 3: SMALL-SCALE HOMEBUILDER ALLIANCE</b>			<b>May 2024 - March 2027</b>
	Alliance Design & Development	Consultant	
	Review of Alliance Design	State	
	Advisory Capacity	Tech. Team	
	Launch Alliance	Consultant, State	
	Transitioning Alliance to Self-Sustaining Model	State, Consultant, Tech. Team	

## 7. GENERAL REQUIREMENTS:

**7.1. 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.

**7.1.1.** Prices and/or rates shall remain firm for the initial term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.

**7.1.2. 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.

**7.2. 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.

**7.2.1. 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.

**7.2.2. 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.

**7.3. 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.

**7.3.1. 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.

**7.3.2. 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.**

**7.4. 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.

**7.5. 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.

**7.5.1. 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.

Criteria	Consideration
Experience and proven success in developing MMH and ADU tools, designs, and engagement strategies in rural communities, including robust teaching and/or training experience	30%
Quality and clarity of the proposal, scope of work, technical assistance, training, methodology, strategy, and approach.	35%
Experience and demonstrated commitment to supporting MMH and ADU approaches that incorporate diversity, equity, inclusion, and accessibility for first-time, women, and BIPOC developers.	10%
Timeline for project implementation & resources to commence work immediately.	10%
Estimated Cost	10%
References (Proven Success)	5%

- 7.6. 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.
- 7.7. 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.
- 7.8. 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.
- 7.8.1. 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/>.
- 7.8.2.** The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.
- 7.8.3. 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.

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

8. **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.

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

**8.1. COVER LETTER:**

- 8.1.1. 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).
- 8.1.2.** 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.
- 8.1.3. 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.

**8.2. TECHNICAL RESPONSE.** In response to this RFP, a Bidder shall:

- 8.2.1.** Provide details concerning your form of business organization, company size and resources.
- 8.2.2.** Describe your capabilities and particular experience relevant to the RFP requirements and identify all current or past State projects.



**8.2.3.** 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.

**8.3. 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.

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

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

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

## **9. SUBMISSION INSTRUCTIONS:**

**9.1. 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.

**9.1.1.** 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.

**9.1.2.** 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 is available upon request to the single point of contact identified on the cover of this RFP.

**9.2. BID DELIVERY INSTRUCTIONS:** All bid proposals must be submitted in digital format as described below. No hard copies or faxes will be accepted. **Bidders MUST provide a download link via email to [ACCD.Contracts@vermont.gov](mailto:ACCD.Contracts@vermont.gov)**

**9.2.1.** The email subject line must read “Small-Scale Homebuilder Training Cohort – Bid Proposal”

**9.2.2.** The email with the viable download link must be received by the closing date and time found on the cover of this RFP.

**9.2.3.** The bid document must be a single digitally searchable PDF with the following naming convention <<**Vendor Name-Small-Scale Homebuilder Training Cohort**>>. The PDF attachment must contain all components of the bid. Multiple emails and/or multiple attachments will not be accepted.

**10. BID SUBMISSION CHECKLIST:** For your convenience, the following check list identifies required documents for submission:

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

## **11. ATTACHMENTS:**

### **11.1. Certificate of Compliance**

### **11.2. Price Schedule**

### **11.3. Sample Standard State Contract form and Attachments**

- State of Vermont Standard Contract for Services
- Attachment A – Scope of Work
- Attachment B – Payment Provisions
- Attachment C – Standard State Provisions for Contracts & Grants
- Attachment D – Additional State Provisions for Contracts and Grants

*The sample contract document is provided to afford the bidder awareness and understanding of the State's contract format, terms, conditions, and standard provisions required of the awarded bidder. Be advised, some of the terms, conditions and provisions may impact the bidder's proposal. For example (though not exclusively), "Attachment C – Standard State Contract Provisions for Contracts & Grants" outlines the insurance requirements the awarded vendor will need to procure.*

## CERTIFICATE OF COMPLIANCE

*This form must accompany your Bid.*

**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.**

1. **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.
2. **CONTRACT TERMS:** Bidder hereby acknowledges they have read, understand, and agree to the terms of this RFP, including the terms outlined in the sample State of Vermont Standard Contract for Services and associated attachments:
  - 2.1. Bidder agrees to procure and maintain throughout contract duration, insurance in compliance with the minimum provisions set forth in Section 8 of [Attachment C - State of Vermont's Standard Provisions for Contracts and Grants](#); and Section 1 of Attachment D – Additional State Provisions for Contract and Grants attached hereto.
  - 2.2. Bidder (except an individual doing business in his/her own name) agree to register with the Vermont Secretary of State's office <https://sos.vermont.gov/corporations/registration/>
  - 2.3. Bidder agrees to obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/>.

**3. ADDENDA:** Acknowledge receipt of Addenda associated with this RFP:

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

4. **VERMONT TAX CERTIFICATE:** To meet the requirements of Vermont Statute 32 V.S.A. § 3113, by law, no agency of the State may enter into, extend or renew any contract for the provision of goods, services or real estate space with any person unless such person first certifies, under the pains and penalties of perjury, that he or she is in good standing with the Department of Taxes. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes, 32 V.S.A. § 3113

In signing this bid, the bidder certifies under the pains and penalties of perjury that the individual or company is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes owed the State of Vermont.

5. **Executive Order 05 – 16: Climate Change Considerations** in State Procurements Certification. Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):

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

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

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:

---

---

## 6. 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

**7. BIDDER INFORMATION & CERTIFYING SIGNATURE.**

Vendor Name: \_\_\_\_\_ Contact: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

email: \_\_\_\_\_

Vendor Website: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**END OF CERTIFICATE OF COMPLIANCE**

## PRICE PROPOSAL

*This form must accompany your Bid*

### 1. **Price Proposal Considerations.**

- 1.1. Rates shall remain firm for the initial/base term of the contract.
- 1.2. Expenses. Out-of-pocket expenses incurred in performance of the work described herein will not be reimbursed by the State.
- 1.3. Price quotation must be valid for a minimum of 90 days or upon contract execution:

2. **Price Proposal.** The pricing proposed shall be in effect throughout the contract term. Please use the table below to provide a fixed-rate price proposal per Task. The State of Vermont has budgeted \$200,000.00 for this project.

#### 2.1.

Deliverable Description	Fixed Price
Task 1 – Curriculum Design	\$
Task 2 – Instructional Plan and Delivery	\$
Task 3 – Small-Scale Homebuilder Alliance Design & Stand-Up	\$
<b>Total Project Cost</b>	\$

END OF PRICE PROPOSAL



## STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, **Department** (hereinafter called “State”), and **XXX**, with a principal place of business in **XXX**, (hereinafter called “Contractor”). Contractor’s form of business organization is **XXX**. 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 **XXX**. 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, **an annual sum of \$\$\$ not to exceed \$\$\$ over the duration of the contract term, inclusive of contract extensions contemplated herein.**
4. **Contract Term.** The period of Contractor’s performance shall begin on **START DATE** and end on **END DATE**. Upon mutual agreement, this contract may be extended for **one** additional twelve (12)-month periods.
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.** Changes, modifications, or amendments to the terms and conditions of this contract shall be 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. **Points of Contact.** Each Party shall designate one primary point of contact for this Agreement. The State’s point of contract is the Contract Manager. Changes or updates to points of contact shall be conveyed in writing and include, at a minimum: contact name, phone number and email. Updates and changes to the Points of Contact shall not alone warrant an Amendment to the Contract but shall be reflected when changes to the terms and conditions require an Amendment.

Party	Name	Phone	Email
State:			
Contractor:			

9. **Attachments.** This contract consists of [redacted] pages including the following attachments which are incorporated herein:

Attachment A – Scope of Work

Attachment B – Payment Provisions

Attachment C – Standard State Provisions for Contracts and Grants (rev. 12/07/23)

Attachment D – Additional State of Vermont Contract & Grant Provisions

Appendix 1 – Performance Measures & Evaluation

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

1. Standard Contract
2. Attachment C – Standard State Provisions for Contracts and Grants (rev. 12/07/23)
3. Attachment D – Additional State of Vermont Contract & Grant Provisions
4. Attachment A – Scope of Work
5. Attachment B – Payment Provisions
6. Appendix 1 – Performance Measures & Evaluation

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

**STATE OF VERMONT**

**CONTRACTOR**

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

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

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Dept:** \_\_\_\_\_

\_\_\_\_\_

*For internal use only:*

Distribution:

DeptId:

Fund:

Project:

Class:

Account:

## ATTACHMENT A – STATEMENT OF WORK

1. 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 herein.

1. **Required Documents.** Prior to commencement of work and release of any payments, Contractor shall submit to the State the following documents:
  - a. A current IRS Form W-9 (hand-signed and dated within the last six months)
  - b. Certificate of Insurance (COI) consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and Attachment D, Section ##
2. **Payment Terms.** The maximum dollar amount shall not exceed \$\$\$ over the Contract term. The payment terms are Net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.

Contract Year	Annual Amount Not to Exceed
Year 1	\$
Year 2	\$
Year 3	\$
Year 4	\$
Year 5	\$

3. **Payment Schedule.** (from RFP-award) Contractor shall be paid in accordance with the schedule below, submission of a satisfactory invoice and, if applicable, upon satisfactory site inspection by the State's project manager.

**(Placeholder for payment schedule, hourly rates, time and material itemization, etc.)**

4. **Invoices.** 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.
  - a. All invoices must include the Contract ##### for this contract.
  - b. Invoices shall be submitted to the State electronically to the following email address:

## ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED DECEMBER 7, 2023

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

**2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont without resort to conflict of law principles. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State regarding its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

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

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

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

**7. Defense and Indemnity:**

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

expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

- B.** After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.
- C.** The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.
- D.** Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

**8. Insurance:** During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference to the Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at [https://aoa.vermont.gov/Risk- Claims-COI](https://aoa.vermont.gov/Risk-Claims-COI).

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

**10. False Claims Act:** Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority, or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

## **12. Use and Protection of State Information:**

- A.** As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B.** With respect to State Data, Party shall:



- i. take reasonable precautions for its protection;
- ii. not rent, sell, publish, share, or otherwise appropriate it; and
- iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.

**C. With respect to Confidential State Data, Party shall:**

- i. strictly maintain its confidentiality;
- ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
- iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
- iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
- v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
- vi. upon termination of this Agreement for any reason and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.

**D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:**

- i. industry-standard firewall protection;
- ii. multi-factor authentication controls;
- iii. encryption of electronic Confidential State Data while in transit and at rest;
- iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
- v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;
- vi. training to implement the information security measures; and
- vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.

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

**F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.**

**G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of**

Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

**H.** In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

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

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

**15. Offset:** The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedure more specifically provided in 32 V.S.A. § 3113.

**16. Taxes Due to the State:** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

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

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

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

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011).

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

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

**21. Regulation of Hydrofluorocarbons:** Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, or proposed for debarment, declared ineligible, or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, or named on the State's debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

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

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

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

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

**27. Termination:**

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

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

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

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

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

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single

Audit is required.

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

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

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2015).** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

## ATTACHMENT D – ADDITIONAL STATE PROVISIONS FOR CONTRACTS & GRANTS

1. **Professional Liability Insurance.** Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for services performed under this Agreement, with minimum coverage of \$1,000,000 per claim and \$1,000,000 aggregate. Contractor must provide certificates of insurance to show that the foregoing minimum coverages are in effect
2. **Publications.** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared by the Contractor/Grantee under this Agreement shall be reviewed and approved by the State prior to release.
3. **Copyright.** Upon full payment by the State, all products of the Contractor's work, including but not limited to outlines, reports, charts, sketches, drawings, artwork, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Contractor. The Contractor will exercise due care in creating or selecting material for publication to ensure that such material does not violate the copyright, trademark, privacy or similar rights of others. To the extent the Contractor uses copyrighted materials in performance of work under this Contract, the Contractor shall document and provide the State with the precise terms of the licensed use granted to the State by the owner of the copyright for future use of the copyrighted material. The Contractor shall not use any copyright protected material in the performance of the work under this contract that would require the payment of any fee for present or future use of the same by the State

(End of Attachment D)



**APPENDIX 1**  
**PERFORMANCE MEASURES & EVALUATION**

The Contractor will be evaluated on performance of the work contained herein. Low performance scores may result in no further grants/contracts with the State of Vermont Agency of Commerce & Community Development.

PERFORMANCE MEASURES & EVALUATION			
Benchmarks/Deliverables	Needs Improvement	Met Expectations	Exceeded Expectations
Task 1 – Curriculum Design & Development			
Task 2 – Instructional Plan & Delivery			
Task 3 – Small-Scale Homebuilders Alliance			

Notes:

---

*Name of person completing form*

---

*Date*