



Agency of Commerce and Community Development
 Department of Housing and Community Development
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accd.vermont.gov

Request for Proposal (RFP)

VERMONT HOMES FOR ALL—PHASE 3

802 Homes: Missing Middle Home Designs to Fast-Track Permitting and Construction

Key RFP Events	Date & Time
Issue Date:	May 5, 2025
Bidder’s Conference:	N/A
Questions Due:	May 23, 2025 at 4:30 PM (EST)
Proposals Due:	June 20, 2025 at 4:30 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.

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1. OVERVIEW

- 1.1. **Purpose.** Through this Request for Proposal (RFP) the Department of Housing and Community Development (hereinafter the “State”) intends to establish a contract with a company (hereinafter “vendor” or “bidder”) to develop a statewide construction ready Plan Set (hereinafter “Plan Set”) for Accessory Dwelling Units (ADU) and Missing Middle Homes (MMH).
- 1.2. **Contract Period.** Contracts arising from this RFP will be for a period of eighteen (18) months, with an option to renew for six (6) additional months. The State anticipates the start date will be July 1, 2025.
- 1.3. **State’s 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. **Bidder’s 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. **Assistance.** If a bidder requires assistance in preparing their proposal, registering with SAM.gov, or needs guidance on socioeconomic certifications, the bidder may contact the Agency of Commerce & Community Development (ACCD), Department of Economic Development (DED), APEX Accelerator. The Vermont APEX Accelerator (formerly the Procurement Technical Assistance Center (PTAC)) specializes in helping small businesses navigate the documentation associated with State and Federal procurement. There is no cost to the Contractor for assistance provided by APEX Accelerator. Their website is: <https://accd.vermont.gov/economic-development/programs/ptac>.
- 1.8. **Source of Funds.** This project is wholly State funded.

2. PROJECT SCOPE OF WORK

- 2.1. **Background.** Cities such as [South Bend, IN](#), and [Kalamazoo, MI](#) have demonstrated the value of construction-ready, pre-approved plan sets in [streamlining development review processes](#). These tools have increased efficiency, provided greater predictability, and reduced time and cost for new housing construction. In Vermont,

where the housing shortage is acute, the trades workforce is limited, and the construction season is short, such benefits are even more critical.

The State seeks Plan Sets that support traditional platform construction and modern, efficient building methods, including off-site, modular, pod, and panelized systems. Incorporating these labor- and time-saving methods is essential to accelerating housing production while maintaining high standards of design and quality, energy efficiency, and resilience.

The Plan Set initiative is Phase 3 of “[Homes for All](#),” a state-led, multi-phase initiative to expand Vermont’s supply of missing middle and infill housing. This effort targets underutilized land, especially in town centers and established neighborhoods with existing infrastructure and proximity to jobs, services, and transit.

Phase 3 will deliver simple, replicable housing solutions ready for widespread adoption. Designs will be context-sensitive, adaptable to small or irregular lots, and compliant with state and local regulations. The goal of the initiative is to empower cities and towns, homeowners, and builders, including first-time and small-scale developers—with ready-to-use designs to enable infill housing development at scale statewide.

Vermont is recognized as a national leader in advancing missing middle housing policies, steadily removing barriers to small-scale housing development statewide.

2.2. **Overview.**

2.2.1. *Phase 1: Homes for All Toolkit* (completed): A ‘design-and-do guide’ for small-scale homebuilders, community leaders, and investors - Launched March 2024. The Toolkit components included:

- Builders’ Workbook: A comprehensive guide for small-scale homebuilders and first-time developers.
- Missing Middle Homes Design Guide: Four housing types reflecting Vermont’s local architectural traditions.
- Vermont Neighborhood Infill Design Case Studies: Illustrated visualizations in Bellows Falls, Arlington, Rutland, Vergennes, and Middlesex.
- Toolkit Trainer Summit: Launch event with over 200 attendees (Barre, March 2024).

2.2.2. *Phase 2: Training Cohort* – Launching Spring 2025

- Offers training, funding, and technical assistance to emerging small-scale homebuilders and developers to apply the Toolkit.

2.2.3. *Phase 3: Vermont Pre-Approved Plan Set (This RFP)* – Launching Summer/Fall 2025 –

- Develop at least 10 context-sensitive missing middle home designs, each constructed using:
 - Traditional platform framing
 - Hybrid or modular construction

- Partner with 2-3 “development-ready communities” (see pages 34-37 of the Homes for All Toolkit for more on development-ready communities) to calibrate the designs, streamline permitting, and pilot real-world construction with incentives.

2.2.4. Related Vermont Initiatives to Enable MMH Development include:

- 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 and enabling duplexes statewide.
- Act 181 (2024): Landmark legislation that aligned public funding, local bylaws, and state regulations to support compact, infill development in downtowns, villages, and established neighborhoods.
- 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 -2025): 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) (2024): Subsidies to support developers of modest homes sold at affordable prices to middle-income Vermonters.
- BIPOC Community Developer Initiative (VHFA) (2024): The Vermont Housing Finance Agency (VHFA) has engaged contractors to design a technical assistance program for BIPOC individuals seeking to develop housing in Vermont. This initiative will be aligned with the State’s cohort training program (Homes for All, Phase 2). Additional funding will be secured to launch and provide programming and support for BIPOC individuals and owned entities.

2.3. **Project Summary.** The State of Vermont and its partners are seeking experts in land use planning, community design, architecture, modern offsite construction techniques, and small-scale development—particularly those with experience in rural settings—to help create a statewide Plan Set composed of construction-ready drawings.

This Plan Set will be developed through a locally driven design process that starts in partnering municipalities. By working closely with municipalities and local stakeholders, the effort will develop context-sensitive designs that reflect the unique character and needs of the communities, while identifying opportunities to streamline development and reduce costs.

The designs developed with community input and buy-in will be compiled into comprehensive, statewide catalog of pre-approved housing plans that can be readily

used by municipalities, builders, offsite manufacturers and homeowners to accelerate the development of missing middle and infill housing across Vermont.

The Vendor's team is expected to include Vermont-based expert(s) familiar with housing, community design, planning, permitting, modular and off-site construction, and Vermont building and safety codes issues, and the project will involve Vendor collaboration with a team of Vermont-based technical advisors selected by the State to provide reviews at project milestones and be available to answer specific questions from the Vendor to ensure the work is grounded in Vermont's context, conditions, and marketplace. The project includes the following components:

- 2.3.1 Partnering with "development-ready" communities to develop ADU and MMH designs,
- 2.3.2 Development of a missing middle plan set of detailed construction drawings,
- 2.3.3 Producing a statewide catalog of the compiled missing middle typologies.

2.4. **Project Objectives:**

- 2.4.1. Respond to Vermont's dual crises of housing affordability and accessibility by reducing development costs and closing the appraisal gap, the difference between a home's appraised value and what a buyer is willing to pay.
- 2.4.2. Streamline systems efficiency and operationality between sectors (builders, developers, banks/finance, suppliers, manufacturers, etc.) and regulators (municipalities, code enforcers, development review, etc.).
- 2.4.3. Bridge the gap between the capabilities of most Vermont builders (traditional, platform framing) and new off-site delivery methods to increase the pace of housing production.
- 2.4.4. Stimulate new product delivery methods to fabricate, assemble, and install homes with traditional construction, or hybrids with off-site built components.
- 2.4.5. Help advance policy, systems, and development changes to create more affordable, equitable, and accessible housing throughout the state, including by growing and empowering new pool of statewide small-scale developers with tools and resources to create missing middle homes.
- 2.4.6. Demonstrate how MMH-types in a broadly appealing architecture can be developed in ways that are more affordable by design (including affordability through location, building materials, fabrication/modular construction, panelized components, energy efficiency, site design, and flood resilience).
- 2.4.7. Generate interest and enthusiasm for MMH; engage and empower new small-scale homebuilders; and help community leaders visualize how missing middle designs can help build vibrant and inclusive places through neighborhood infill opportunities.

2.5. **Project Audience:**

- 2.5.1. 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.

- 2.5.2. Emerging small-scale developers and tradespeople in Vermont with potentially some experience, land, or other resources to put towards a tangible development project.
- 2.5.3. Planning and regulation policymakers in Vermont.
- 2.5.4. Municipal and community leaders and advocates seeking to promote MMH infill development in and around Vermont’s designated centers.
- 2.5.5. Vermont-based technical advisors for MMH.

2.6. **State Role:**

- 2.6.1. The State will serve as a project coordinator, convener, and connector to internal and external partners and stakeholders, with oversight from an existing advisory steering committee that oversaw previous phases of the Homes for All Project.
- 2.6.2. The State will provide names and introductions to a technical advisory team of Vermont subject- matter experts interested in MMH, small-scale development, and training program to provide technical assistance to cohort members, answer questions from the consulting team, and review draft products.
- 2.6.3. The State will review and provide feedback drafts and deliverables prior to dissemination.
- 2.6.4. The State will participate in all meetings and public events (scheduled, coordinated, and facilitated by the Vendor) and communicate with the Vendor regarding project status updates, schedules, and meeting agendas.

State/DHCD Project Management Team:

- Director of Community Planning & Revitalization
- Community Planning & Project Manager
- Community 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/Banker
- Architect/Landscape Architect
- Structural Engineer
- Civil Engineer
- Water/Wastewater Engineer
- Off-Site Construction Specialist
- Mechanical, Electrical, and Plumbing Engineer
- Justice, Equity, Diversity, Inclusion and Land Access/Opportunity Specialist
- Economic & Community Development Professional (with Infrastructure/Housing Experience)

2.7. **Scope of Work.** The scope of work described herein conveys minimum expectations of the bidder and a general approach to developing and implementing the Vermont Missing Middle Homes Plan Set. 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 achieving the project objectives and outcomes described herein. Responses should identify how and explain why the proposal differs from the scope of work below.

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 accessible and compatible with similar publications by the Community Planning & Revitalization Division of DHCD.

2.8. **Task 0 – Initiation and Project Management**

Develop a project approach and management plan to ensure the project meets all milestones, deliverables, and schedules. The Plan Set lead Vendor will be responsible for all tasks, including coordinating the activities of sub-contractors, the advisory group, and the participating communities. The awardee will be expected to:

- 2.8.1. Develop a project management plan, which outlines a detailed schedule for community engagement and recruitment, developing a missing middle plan set, and creating a statewide missing middle catalog
- 2.8.2. Coordinate and manage all activities of sub-grantees, including all billing and invoicing.
- 2.8.3. Create a communications plan and strategy between and among stakeholders including DHCD, sub-contractors, participating communities, and the general public
- 2.8.4. **Task 0 – Deliverables**

- Project management plan, including detailed timeline specifying key milestones and deadlines for each task.
- Detailed budget outlining the costs associated with each task.
- Project management and coordination, including quarterly progress reports for each task and invoices.
- Engage, coordinate, and collaborate with DHCD, and the Advisory Group to review and inform the Plan Set approach and work on an on-going basis.

2.9. **Task 1 – Development Ready Community Partnership.** The State is seeking to identify and encourage development-ready communities (communities with supportive zoning, strong local leadership and advocacy, and existing infrastructure) who can expand access to development opportunities for would-be housing developers. These communities will serve as real world test-fits for the MMH construction-ready plan sets.

Sub-Tasks

- 2.9.1. Develop statewide call for applications for communities primed and able to support small-scale developers and infill potential on at least 15 scattered sites, or at a new neighborhood scale. Select 2-3 development-ready communities to participate in the community engagement process of the Project. Communities should vary in population size and geography
- 2.9.2. Review Homes for All Design and Do Toolkit to understand preceding phase, Vermont’s vernacular architecture and common infill lot characteristics, typical conditions, and common building layouts.
- 2.9.3. Conduct a Missing Middle homes and infill inventory in each community to identify key development constraints on developable areas of at least 15 scattered sites.
- Note: As this research will form the basis for the statewide plan set, it is important that the sites showcase a representative variety. The sites should represent typical infill opportunities the selected development-ready communities that are applicable to similar communities across Vermont and should vary in terms of lot size, configuration, and general characteristics (frontage, slope, etc.) to demonstrate a broad set of use-cases for replicability in other communities.
- 2.9.4. Design and lead a robust community engagement process with each community to build local support for the project and co-develop the appropriate missing middle home designs. Community engagement activities may include:
- Creation of a “Development-Ready Community Stakeholder Committee” made up of representatives in up to three communities to engage with the Project at key milestones. Include a pre-charrette meeting to discuss community concerns, goals and intentions for the pre- approved plan set.
 - Pre-charrette site visit to at least 1 of community to scope out infill sites. Other sites may be confirmed by a desktop-review of opportunities and constraints.

- Meetings with local zoning and code officials, small-scale developers, Planning Commissions and Development Review Boards, Regional Planning Commissions, and other local stakeholders.
 - Day-long Design Charrette (~6-hour session, at least 2 charrettes) during the sketch phase of design development to solicit community engagement and feedback on the existing Homes for All typologies and other potential missing middle housing and infill designs. Design Charrettes may be hosted in locations where multiple development-ready communities can come together.
 - Online crowd-sourced visual preference survey and at least 1 round of public crowd-sourced feedback on draft building types and prototypical site plans.
- 2.9.5. Create a “development-ready” checklist, which could be an aspirational tool applied to other communities around the state in the pursuit of development-readiness (inspiration: [Build Maine](#)).
- 2.9.6. Establish, along with the State, a package of development-ready incentives for municipalities, such as:
- Identify barriers to development outcomes and offer zoning code repair feedback, including resources for engaging Regional Planning Commissions to help implement code changes
 - Work with State Division of Fire Safety to establish building and life safety code efficiencies
 - Pre-permitting process for pre-approved designs
 - Develop grants and/or reduce fees for individual and community septic/public water & sewer connections
 - Create pre-development grants for site feasibility, legal, permitting, sewer and water connections, etc.
 - Provide resources and technical assistance in site engineering and feasibility planning
- 2.9.7. Facilitate partnerships between the municipalities, willing developers (both private market-rate and non- profit), and investors to implement the pre-approved plans
- 2.9.8. Work with AIA-VT to provide regional architect of record list and maintain these lists with each municipality
- 2.9.9. Work with banks to determine best practices for financing missing middle housing
- 2.9.10. **Task 1 – Deliverables**
- Community application and intake process, which should include a pre-application interview to vet potential community applicants, and a written application.
 - Municipal housing readiness package:
 - Report outlining precedent research of existing missing middle homes, infill inventory analysis, development constraints, and scattered site opportunities

- Development-ready checklist with model bylaws
 - Development-ready incentive package
 - Bank checklist including a missing middle financing guide
- 2.9.11. Community engagement process including, at a minimum:
- Research phase site visit and discussion of community concerns, goals and intentions
 - Full-day (6-hour) Design Charette to review proposed MMH plan set
 - Online crowd-sourced visual preference survey and at least 1 round of public crowd-sourced feedback on draft building types and prototypical site plans
- 2.9.12. Partner and stakeholder coordination and collaboration as needed (i.e. with AIA-VT).
- 2.10. **Task 2 – Construction Drawing Plan Set.** Accessory dwelling units (ADU) and missing middle homes (MMH) are deeply rooted in Vermont’s historic development pattern and are increasingly viewed by Vermont housing leaders as solutions to provide diverse and affordable housing choices in existing walkable neighborhoods. MMH includes home types like accessory dwelling units, duplexes, small-scale multi-family, and neighborhood-scale mixed-use/ live-work buildings. These multi-family homes are compatible with the scale and characteristics of single- family and traditional neighborhoods throughout Vermont, but production in this market category has lagged. The [Homes for All Toolkit Design Guide](#) has elevated MMH to Vermont communities, policymakers, funders, and housing advocates; the construction plan set proposed in this RFP takes the Design Guide further with ready to build or install typologies.

Sub-Tasks

- 2.10.1. Develop detailed construction-ready plan sets with construction details and specifications (including structural elements and mechanicals), incorporating high standards for energy efficiency and resilience (flooding, heat, etc.), and affordability by design. At least 10 home designs will be created, prioritized from the list of typologies below. Each home design will be documented utilizing two separate construction methods (1. traditional platform framing/construction and 2. hybrid/modular construction) for a total of at least 20 construction plan sets. If feasible, DHCD welcomes the creation of additional housing designs, and their accompanying CD sets to provide a diversity of housing typologies.
- Plan sets utilizing traditional construction methods – These plan sets are intended to appeal to builders who choose to utilize traditional construction methods based on contractor expertise/preference. The construction documentation should utilize traditional framing methods and materials but give the directive to the contractor to either build off-site using methods matched to their production capabilities or on-site. The design should limit the use of pods to keep the design constructable by the traditional builder.
 - Plan sets utilizing hybrid/modular construction methods – These plan sets will use a blend of panelized components (for both exterior and interior walls), composite structures assembled of pre-manufactured

components, and volumetric modular off-site manufacturing methods. These plans should be developed in consultation with an off-site building expert, and consider the following:

- The plans will reflect the current off-site building capabilities available within New England for immediate implementation (mainly volumetric modular construction and/or panelized construction).
- The plans will enable the homes to be delivered with hoisting technologies, and include site plans with guidance on unloading, staging, and hoisting radii.
- The plans will include a matching lift schedule, illustrating the order-of-installation for competitive builders.
- The plans will maximize the use of panels wherever possible, e.g, complete wall-panel products, SIP, etc.
- The plans will productize as much of the homes' Mechanical, Electrical, and Plumbing systems as possible and utilize pods (i.e. modularized kitchens, bathrooms, and utility rooms) to the extent that they are currently available in the market.
- The plans shall consider utilizing modules, panels, and/or componentized parts across design plan sets to create efficiencies in the marketplace. The designer should consider how a "kit of parts" may be incorporated into multiple home designs within this project or be applied to other open source created designs.

- 2.10.2. Create a balanced mix of typologies to meet typical infill conditions found throughout Vermont and have the potential to be clustered together to create denser neighborhood configurations. Typologies should prioritize the following design mix. Additional home designs may be created as budget allows. At least 10 home designs will be created, each with two methods of production: 1) traditional platform framing methods, and 2). Hybrid/modular construction methods. Note: At least one design should consider stackability/assembly into a larger 6-unit structure (see last design typology in table below).

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2.10.3.

	Floors	ADA Or Age in Place	Bedroom Range	Unit SqFt Range	Lot Compatibility	Configuration	Shared Entryway
1-Unit A	1	No	1-2	400-600	Narrow	Lofted bedroom	No
1-Unit B	2	Y, 1 unit	2-3	600-900	Narrow	Cottage court compatible	No
1-Unit C	2	Y, 1 unit	2-3	900-1500	Corner	Cottage court compatible	No
Town Home A	2	Y, 1 unit	1-3	1,000 to 2,000	Narrow/Wide	Stackable as townhome	Yes
ADU Over Garage	2	No	1	400-900	Back/Side	n/a	No
ADU Patio Cottage	1	Yes	1-2	600-900	Back	Varies	No
2-Unit A	1	Yes	1-2	1200-1500	Wide	Side-by-side or front-back	No
2-Unit B	2	Y, 1 unit	1-2	750-1000	Narrow	Side-by-side or front-back	No
3-Unit A	2	Y, 1 unit	1-2	600-1000	Narrow	Stacked	Varies
3-Unit B	2	Y, 1 unit	2-3	600-1200	Wide	Varies	Varies
4-Unit A	2	Y, 2 units	1-2	650-1000	Narrow/Corner	Varies	Varies
1-2 unit with side-by-side compatibility up to 6 units	2	Y, 2 units	2-3	750-1500	Wide	Rowhouse /townhouse	Varies
1-2 unit with stackable compatibility up to 6 units, include consideration for how a common room could be incorporated as part of a shared living arrangement.	2-3	Y, X units	1-2	600-1000	Wide/Corner	Stackable	Yes

- 2.10.4. Consider and incorporate the following other variables into the plan sets, including
- Attention to neighborhood scale, connection with amenities, sidewalk connections, etc.
 - Compliance with [Buy America, Build America Act](#)
 - Compliance, at a minimum, with Vermont’s energy, building, and life safety codes. Some of the plans should comply with the stretch energy code.
 - Tailor a portion of the home designs to first time developers or hybrid/modular builders unfamiliar to the process and approach.
 - Include options for stackability, expandability, and limited alternatives/alterations within the general framework of the design.
 - Incorporate elements of Universal Design into the home designs (i.e. ability to age in place, wheelchair accessible bathrooms on the ground level, etc.)
 - Include options for varying levels of finishes (up to 2 levels, builder and improved aesthetic, limited to exterior, kitchen, and baths).
 - 3-D renderings for all designs.
 - Gabled/protected entrances to manage roof snow/rain fall.
 - Livability amenities: i.e. storage space, mud rooms.
 - Construction drawing sets with the following components:

Components	Traditional Construction Sets	Hybrid Construction Sets
Cover Page with general notes	X	X
Site Plan (on a standard size lot) showing typical lot considerations and elements listed above	X	X
Floor Plans (including roof plan and basement/foundation) – with traditional dimensions and annotations for onsite work and clear graphical delineations of offsite work/scope, where applicable	X	X
Elevations for primary building and garage with two levels of finish for each elevation at 1. builder grade and 2. improved aesthetic (annotated with exterior materials)	X	X
Building section(s) as needed	X	X
Complete material schedule (i.e. window and door, etc.) to ease materials and cost estimating	X	X
RCP/Lighting Plan	X	X
Wall section, wall types, and construction details as necessary	X	X
Consideration of the plumbing and HVAC layouts for any building codes types that include floor and	X	X

Components	Traditional Construction Sets	Hybrid Construction Sets
roof framing plans		
Project Specifications, 3-Part CSI Format (General, Products, and Execution). Include all pods and panels, where applicable	X	X
Engineering bill of materials (EBOM) for all pod products, with product cut sheets and suggested retail prices, if applicable.		X
EBOMs for all panel products, with product cut sheets and suggested retail prices, if applicable.		X
Assembly instructions and diagrams, illustrating step-by-step assembly for all offsite modules and products, as well as work to be completed onsite after assembly.		X

- 2.10.1. Test-fit the plan sets through infill visualizations on actual parcels and sample proformas calibrated to the case study communities.
- 2.10.2. Develop a delivery schema and companion manual for the pre-approved plan sets to be deployed in each community.

- Plans will be free for those who will build within the “Development-Ready Communities” selected in this Project and available via an application process for others (refer to development-ready checklist in Task 1).
- Create a checklist of steps necessary to implement the construction document plan sets.

2.11. **Task 3 – VT Missing Middle Homes Pre-Approved Catalog.** Pattern books, drawing inspiration from 20th-century Sears catalogs, are coming back—see the Michigan Municipal League’s recent [example](#). These publications vary from educational ways to socialize missing middle home types and context-sensitive infill development, to construction plan sets intended for near- term implementation at the local level. The VT Missing Middle Homes Pre-Approved Catalog will strike a balance between the two, extrapolating the designs calibrated to the “Development-Ready Communities” into one accessible, graphic-rich document that will serve as a statewide standard for resilient, affordable- by-design vernacular home types—with the understanding that these home types will have to undergo local approval processes to be considered “pre-permitted” or “construction-ready.”

Sub Tasks

- 2.11.1. Create a thoughtfully-designed catalog featuring the plan set and minimal background information (inspiration: [Build South Bend](#)) Create plan set companion document to clearly explain the implementation process to prospective users (inspiration: [South Bend Pre-Approved Plan Process](#))
 - Ex: Work with AIA-VT to provide regional architect of record list; provide grants for site engineering for those using the plans

- Create an on-ramp for community implementation and participation. Ex: Communities that meet the development-ready checklist requirements (refer to Task 1) and opt into approving building types will offer an expedited review process for any proposed development that incorporates the pre-approved buildings.

2.11.3. Launch the catalog at a statewide event hosted in one of the participating communities.

2.11.4. Print catalog and create a distribution plan to market and engage widely.

2.11.5. **Task 3 Deliverables:**

- VT Pre-Approved Plan Set Catalog in the style of the [Homes for All Toolkit](#).
- Plan set companion document focused on implementation strategies and actions.
- Statewide launch and promotional events teaching municipalities how to use the plan sets.
- Print the VT Pre-Approved Plan Catalog.
- Create a marketing and distribution plan

2.12. **Draft and Final Deliverables.** All resources must be drafted and published in a user-friendly format and language for the project audience and readily accessible to first-time and emerging small-scale developers. Heavy reliance on technical planning language is discouraged when possible. Maps, graphics, and other innovative visual aids that encourage broad participation in the plan set are prescribed. All responses to this RFP must include time for review and feedback according to the prospective work plan below. The following are expected deliverables:

2.12.1. Digital copies of Tasks 1, 2, and 3, and draft deliverables in Microsoft Word, Adobe InDesign, and Microsoft PowerPoint, CAD/Revit files, as applicable.

2.12.2. Digital copies of all final deliverables in Microsoft PowerPoint (.ppt) and print-ready Adobe InDesign and Adobe PDF, as applicable.

2.13. **Project Work Plan and Prospective Schedule**

State (DHCD)
Technical Advising Team
Vendor (Contractor)*
*With State Review

Task	Responsibility	Target Month Location
TASK 0: INITIATION & MANAGEMENT		
		Month 1
Project Management Plan	Consultant	Virtual
Form Technical Advisory Team	State, Consultant	Virtual
Detailed Budget Development	Consultant	Virtual
Evaluation Plan	Consultant	Virtual

TASK 1: DEVELOPMENT-READY COMMUNITY PARTNERSHIP		Months 2-8
Community application and intake process	Consultant + State	Virtual
Municipal housing readiness package: infill inventory, development-ready checklist, incentive package	Consultant	Virtual, may require some site visits to participating communities statewide
Draft Review of municipal readiness package	Tech. Team and State	Virtual
Community engagement process: site visits, full-day design charette, online survey	Consultant + State	Statewide & virtual
Partner & stakeholder coordination	Consultant	Virtual
Attend community engagement visits, provide support and feedback	State, Technical Advisory Team	Statewide

TASK 2: CONSTRUCTION DRAWING PLAN SET		Months 4-12
At least 10 MMH typologies for final plan set (20 sets total)	Consultant	Virtual
At least 5 test fit visualizations (1 per community)	Consultant	Virtual
At least 5 sample pro-formas (1 per community)	Consultant	Virtual
Review of draft typologies, visualizations, proformas, and delivery schemas	State	Virtual
TASK 3: VT MISSING MIDDLE HOMES PRE-APPROVED CATALOG		Months 12-16
Draft catalog for review	Consultant	Virtual
Plan set companion documents for implementation	Consultant	
Statewide launch and training event	Consultant, State, Tech. Team	
Marketing & Distribution Plan	State, Consultant	

3. GENERAL REQUIREMENTS:

3.1. **Pricing.** Bidder's must submit a price proposal considering the terms of this solicitation at their best price offering. 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 and (ii) cover the full spectrum of materials and/or services required.

- 3.1.2. *Cooperative Agreements.* Bidders that have been awarded similar contracts through a competitive bidding process with another state and/or cooperative are welcome to submit the pricing in response to this solicitation.
- 3.2. **Statement of Rights.** The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.
- 3.2.1. *Best and Final Offer (BAFO).* At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.
- 3.2.2. *Presentation.* An in-person or webinar presentation by the Bidder may be required by the State if it will help the State's evaluation process. The State will factor information presented during presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.
- 3.3. **Conflicts of Interest.**
- 3.3.1. *Organizational Conflict of Interest (OCOI).* An OCOI arises when a bidder as a business entity has interests (for example, customers, partners, contracts) that could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of a contract with the State that may result from this solicitation.
- 3.3.2. *Personal Conflict of Interest (PCOI).* A PCOI arises when an interest held by an individual, agent or employee of a bidder could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of a contract with the State that may result from this solicitation.
- 3.3.3. *Conflict of Interest 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:
- 3.3.3.1. 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.
- 3.3.3.2. Disclose in the cover letter of 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.

3.3.4. 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 OCOI that cannot be mitigated to the State's full satisfaction and (b) terminate a contract upon discovery that a contractor failed to disclose facts pertaining to a PCOI or OCOI in its proposal, or otherwise misrepresented relevant information to the State.

3.4. **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.

3.4.1. **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.

3.4.2. **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.**

3.5. **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.

3.6. **Regulation of Hydrofluorocarbons.** State procurement contracts shall not include products that contain hydrofluorocarbons, as prohibited in 10 V.S.A. § 586.

3.7. **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.

3.7.1. **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	25%
Quality and clarity of the proposal, and consistency of the scope of work, technical assistance, training, methodology, strategy, and approach with the RFP tasks.	25%
Experience and demonstrated knowledge of off-site, modular/panelized, and/or pods construction methods and industry. Inclusion of a team member with relative experience.	15%
Experience and demonstrated commitment to supporting MMH and ADU approaches that incorporate diversity, equity, inclusion, and accessibility for first-time, women, and BIPOC developers. Inclusion of a VT-based team member or subcontractor with extensive knowledge of Vermont planning and real estate development.	10%
Estimated Cost	10%
Timeline for project implementation & resources to commence work immediately.	10%
References (Proven Success)	5%

3.8. **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 end the proposal process entirely.

3.9. **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.

- 3.10. **Contract Terms.** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachment C, a sample boiler-plate contract is attached to this RFP for reference.
- 3.10.1. *Business Registration.* To be awarded a contract by the State of Vermont a vendor (except an individual doing business in his/her own name) must be registered with the Vermont Secretary of State's office <http://www.sec.state.vt.us/tutor/dobiz/forms/fcregist.htm> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/>.
- 3.10.2. The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.
- 3.10.3. *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.
- 3.10.4. *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.

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, and so marked. 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.
- 4.1.1. *Disclosure under Public Records Act.* All information received by the State in response to this RFP will become part of the contract file and subject to Vermont public records law. Responses by any bidder may become available to the public once a contract has been executed or otherwise following conclusion of this procurement process, in accordance with the State's Public Records Act, 1 V.S.A. § 315 et seq., or the State may choose to publicly post them.
- 4.1.2. *Unsolicited Confidential Materials.* This RFP does not solicit bidder confidential information and bidders are expressly prohibited from providing confidential information in response to this RFP. All materials furnished by

bidders in response to this RFP, including those marked as confidential by bidders, are subject to disclosure if requested under the Public Records Act, or public posting.

- 4.1.3. **State Not Responsible for Disclosure of Unmarked Bidder-Confidential Information.** It is the sole responsibility of the bidder to ensure that, other than where specifically directed or permitted by this RFP and accordingly marked as described below, no information that should not be publicly disclosed is included in their proposal materials, including any 1) trade secrets or intellectual property, 2) proprietary financial or business information, 3) personal information, or 4) any other information that should not be disclosed to the public. For example, bidders should avoid including specific details of their proprietary technologies or methodologies that they consider confidential, and any references to previous client engagements should be presented in a manner that does not disclose the client's confidential information.
- 4.2. **Cover Letter.** Provide a cover letter, on company letterhead, to introduce the bidder, and provide a brief description of the business, its service offerings, specialties and longevity in the industry. In addition, the cover letter should briefly highlight key attributes ideally suited for the services sought in the RFP that will be explored further in the technical response
 - 4.2.1. **Exceptions to Contract Terms and Conditions.** The State will not consider exceptions to contract terms and conditions included with this RFP.
 - 4.2.2. **Bidder's Terms and Conditions.** If the bidder's proposal would require the State to agree to terms and conditions in any additional agreement – whether through formal execution or “click-through” on-line -- with the bidder or a third party in the nature of or related to a subscription, licensing, privacy, user, service level, or for any other purpose, the bidder must include and specifically describe the nature and purpose of any such agreement. Omission of any such agreement requirement will disqualify the bidder's proposal.
- 4.3. **Technical Response.** In response to this RFP, Bidder shall address the following:
 - 4.3.1. Provide details concerning your form of business organization, company size and resources.
 - 4.3.2. Describe your capabilities and particular experience relevant to the RFP requirements and identify all current or past State projects.
 - 4.3.3. Describe your experience with Vermont's planning, real estate development, small- scale development, and homebuilding landscape
 - 4.3.4. 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 3.3.2 above.
- 4.4. **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.
- 4.5. **Reporting Requirements.** Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this RFP.

- 4.6. **Certificate of Compliance.** This form must be completed and submitted as part of the response for the proposal to be accepted. Without a signed Certificate of Compliance your bid will not be considered
- 4.7. **Price Proposal.** Bidders shall submit their pricing information in the Price Schedule attached to the RFP. This form must be completed and submitted as part of the response for the proposal to be accepted

5. **SUBMISSION INSTRUCTIONS:**

- 5.1. **Closing Date.** Bids must be received by the State by the due date specified on the front page of this RFP. Late bids will not be considered.
- 5.1.1. The State may, for cause, issue an addendum to change the date and/or time when bids are due. If a change is made, the State will inform all bidders by posting at the webpage indicated on the front page of this RFP.
- 5.1.2. There will not be a public bid opening. However, the State will record the name, city and state for any and all bids received by the due date. This information is available upon request to the single point of contact identified on the cover of this RFP..
- 5.2. **Bid Delivery Instructions.** All bid proposals must be submitted in digital format as described below. No hard copies, faxes or in-person delivery will be accepted.
- 5.2.1. Please submit proposals electronically via email to ACCD.Contracts@vermont.gov Bids must be received by the closing date and time found on the cover of this RFP. It is advised that you email your bid proposal with a "Read Receipt".
- 5.2.2. The email subject line must read "H4A-Phase 3 – Bid Proposal"
- 5.2.3. The email must contain one PDF attachment of the bid OR contain a viable download link. The bid document must be a single digitally searchable PDF with the following naming convention "<<Vendor Name>>- H4A-Phase 3 Bid". The PDF attachment must contain all components of the bid. Multiple emails and/or multiple attachments will not be accepted.
- 5.2.4. After the bid due date and time has passed, the State will post a "Bid Tabulation (Tab)" sheet conveying a list of bids received timely and whether they contain the required components necessary to accept the bid, such as the signed "Certificate of Compliance" and "Price Schedule".

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

- ✓ Cover Letter
- ✓ Technical Response
- ✓ Signed Certificate of Compliance
- ✓ Price Proposal
- ✓ References

7. **ATTACHMENTS:**

7.1 Certificate of Compliance Form *(Required with Bid Submission)*

7.2 Price Proposal *(Required with Bid Submission)*

7.3 Sample State of Vermont Contract Document

State of Vermont Standard Contract for Services

Attachment A – Scope of Work

Attachment B – Payment Provisions

Attachment C – Standard State Provisions for Contracts & Grants *(dated 10/01/24)*

Attachment D – General Conditions for Construction Contracts

Exhibit 1 - Worker Classification Compliance Requirement; Subcontractor Reporting Form

Appendix 1 – Performance Measures & Evaluation

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 Proposal

For a bid to be considered valid, this form must be completed in its entirety, signed and 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, understands and agrees to the terms of this RFP, including all terms of [Attachment C: Standard State Contract Provisions, and](#) any other contract attachments included with this RFP.
3. **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.

3.1. **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

3.2. **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

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

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

- Energy Star® Certification
- LEED®, Green Globes®, or Living Buildings ChallengeSM Certification
- Other internationally recognized building certification

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

3. Please Check all that apply:

- Bidder can claim on-site renewable power or anaerobic-digester power ("cow-power"). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double claimed by another party
- Bidder uses renewable biomass or biofuel 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:

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

6. **Hydrofluorocarbons.** Contractor certifies no products contain hydrofluorocarbons as prohibited in 10 V.S.A. § 586.

7. **Certification Regarding Use of Contract Funds for Lobbying.** The following provision is applicable to the Contractor for contracts over \$100,000.00, and Contractor shall include this clause in all its subcontracts over \$100,000.00.

7.1. 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:

7.1.1. 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.

7.1.2. 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.

7.2. 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.

7.3. 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.

8. **Addenda.** Please acknowledge receipt of Addenda associated with this RFP, if any, and posted at <https://accd.vermont.gov/about-us/bidding-opportunities> :

Addendum #:	_____	Dated:	_____
Addendum #:	_____	Dated:	_____
Addendum #:	_____	Dated:	_____

9. **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 company / individual 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 as of the date this statement is made.

[Remainder of page left intentionally blank]

10. **Bidder Information.** Please provide the contact information for the bidder's primary point of contact best for conveying deadline-driven communication in relation to this bidding process. *(Provide an email address that is monitored frequently)*

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 Proposal

1. **Price Proposal Considerations.**

- 1.1. Rates shall remain in effect for the duration of the contract term.
- 1.2. Hourly Rate. Blended rates or a range of rates will not be considered, please provide a single hourly rate for each staff member/job title.
- 1.3. Expenses. Out-of-pocket expenses incurred in performance of the work described herein will not be reimbursed by the State.
- 1.4. Price quotation must be valid for a minimum of 90 days or upon contract execution.

2. **Price Proposal**

- 2.1. The pricing proposed shall be in effect throughout the contract term. Please use the table below to provide a fixed-rate cost per Task. The State of Vermont has budgeted \$500,000.00 for this project

Deliverable Description	Fixed Price
Task 0 – Initiation and Management	\$
Task 1 – Development-Ready Community Partnership	\$
Task 2 – Construction Drawing Plan Set	\$
Task 3 – VT Missing Middle Homes Pre-Approved Catalog	\$
Total Project Cost	\$

STATE OF VERMONT STANDARD CONTRACT FOR SERVICES

CONTRACT # **XXX**

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 not to exceed **\$\$\$** and a maximum amount 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 **three** additional **twelve (12)-month periods/years**.
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 contact 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 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 \(rev. 10/01/24\)](#)

Attachment D – Additional Standard Provisions for Contracts and Grants

Attachment F - Byrd Anti-Lobbying Certification (12/30/24)

Exhibit 1 – Subcontractor Reporting Form

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 \(rev. 10/01/24\)](#)
 3. Attachment D – Additional Standard Provisions for Contracts and Grants
 4. Attachment A – Scope of Work
 5. Attachment B – Payment Provisions
 6. Exhibit 1 – Subcontractor Reporting Form
 7. Appendix 1 – Performance Measures & Evaluation

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

STATE OF VERMONT

CONTRACTOR

Date: _____

By: _____

Name: _____

Title: _____

Dept: _____

Date: _____

By: _____

Name: _____

Title: _____

<i>For internal use only:</i>	Distribution: Contractor, Finance, CGT, PM,
DeptId:	Project:
Fund:	Class:
Account:	Other:

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 ##
 - c. Contractor Byrd Anti-Lobbying Certification (12-30-2024)
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-awarded bid) 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 OCTOBER 1, 2024

[“Attachment C – Standard State Provisions for Contracts and Grants” \(October 1, 2024\)](#) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. Should the embedded link become disabled, this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

SAMPLE

ATTACHMENT D - ADDITIONAL STATE OF VERMONT CONTRACT & GRANT PROVISIONS

1. **Publications.** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared in written or oral form by the Contractor/Grantee under this Agreement shall be reviewed and approved by the State prior to release.

2. **Copyright:**

COPYRIGHT OPTION 1 -- FULL OWNERSHIP:

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.

OR

COPYRIGHT OPTION 2 -- RIGHT TO USE:

Copyright. Upon full payment by the State, all products of the Contractor's work that the Contractor provides to the State becomes the property of the State of Vermont for which the Contractor gives the State the perpetual, worldwide, free of charge, non-exclusive right to use solely for State purposes. 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)

EXHIBIT 1 - 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.

In accordance with Act 54, Section 32 of the Acts of 2009 and for total project costs exceeding \$250,000.00 the State of Vermont requires bidders to comply with the following provisions and requirements.

The 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: _____

Company Name: _____ Contact: _____

Address: _____ Telephone: _____

City/State/Zip: _____ Fax: _____

email: _____

Vendor Website: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

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.

APPENDIX 1 – PERFORMANCE MEASURES & EVALUATION

The **Grantee/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

Name of person completing form

Title

Date

SAMPLE