



Vermont Agency of Commerce & Community  
 Development  
 Office of the Chief Marketing Officer  
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 Montpelier, VT 05620-0501  
 www.cmo.vermont.gov

*Request for Proposal (RFP)*

**Marketing, Creative, and Media Services**

Key RFP Events	Date & Time
Issue date:	Tuesday, August 2, 2022
Questions Due:	Wednesday, August 10, 2022 by 12:00 PM
Proposals Due*:	Monday, August 22, 2022 by 12:00 PM

**\*All bidders on this project must be prequalified for marketing contracts with the State of Vermont to submit an eligible proposal and be considered for this work.** Registering with the Vermont Business Registry and Bid System does not prequalify you. To become prequalified, [submit an application](#) to the Chief Marketing Office at least three business days prior to the RFP closing date.

**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  
 Telephone: 802-461-5224  
 email: ACCD.Contracts@vermont.gov

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## 1. OVERVIEW

- 1.1. **BACKGROUND.** The purpose of this solicitation is to evaluate and select qualified, specialized and/or full-service marketing providers to enter into a contractual agreement for services described herein, at an established rate, and who are available as needed on a project-by-project basis. Contracts resulting from this request for proposals (RFP) will be available to all State Agencies, Departments, and Instrumentalities. The volume of work requests is unknown and there is no guarantee of work. Given the broad nature of these contracts, they are referred to collectively as [Marketing Master Contracts](#).

During the term of the resulting Marketing Master Contract(s), any State entity may utilize a Marketing Master Contract for specific projects using a [Marketing Firm Work Request Form](#) (Attachment 6.3) and a process prescribed on the [Chief Marketing Office website](#). The Marketing Work Request Form will identify project specific requirements and serve as the instrument used to solicit technical responses and prices quotes from the Marketing Master Contractor(s).

- 1.2. **CONTRACT PERIOD:** Contracts arising from this RFP will be for a period of 24 months, with an option to renew for up to two additional 12-month periods, but only as reduced to writing and pre-approved by both parties.
- 1.3. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.
- 1.4. **QUESTION AND ANSWER PERIOD:** Any bidder requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions and answers will be disseminated as an addendum to the RFP and posted on the web address indicated on the cover page. Every effort will be made to respond and distribute this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.
- 1.5. **CHANGES TO THIS RFP:** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at <https://accd.vermont.gov/about-us/bidding-opportunities> . Verbal instructions or written instructions from any other source are not to be considered.

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## 2. DETAILED REQUIREMENTS

- 2.1. The Chief Marketing Office established three levels of Marketing Master Contracts.

**LEVEL 1: Creative Services Marketing Master Contractor(s)**

Eligible to respond to Marketing Firm Work Requests and complete a scope of work in the following primary service areas:

- Design and Print Production

**LEVEL 2: Digital and Creative Services Marketing Master Contractor(s)**

Eligible to respond to Marketing Firm Work Requests and complete a scope of work in the following primary service areas:

- Digital Communications
- Video Production
- Design and Print Production

**LEVEL 3: Full-Service Marketing Master Contractor(s)**

Eligible to respond to Marketing Firm Work Requests and complete a scope of work in the following primary service areas:

- Multi-Channel Integrated Campaign Planning
- Media Strategy and Implementation
- Digital Communications
- Video Production
- Design and Print Production

*NOTE: Bidders must clearly indicate in the cover letter which level Marketing Master Contract they are qualified and bidding for. Bidders will only be considered for one level.*

**DESCRIPTION OF PRIMARY SERVICE AREAS**

**Design and Print Production:** Develop and implement creative assets to bring promotional campaigns to life and maximize impact. Tactics may include, but are not limited to, print collateral and advertising, outdoor installations, vehicle wraps, banners, signage, and tradeshow displays. Creative will focus on the messages, targets, and objectives of the State entity specific project. Design services will also encompass production, which includes supplying a variety vendor options, collecting bids to assure competitive pricing, and overseeing production schedules for timeliness and quality control. All creative must be developed in accordance with the [State of Vermont Brand Standards and Guidelines](#) and meet accessibility requirements of Section 504 Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 (508 Compliance).

*Note: Production management for any creative services will include the acquisition of images with usage rights and license agreements that are favorable to the State and appropriate for the given project. Contractors must negotiate image usage rights and license agreements on behalf of the State.*

**Digital Communications:** Develop digital implementation strategies for a variety of different platforms including websites, applications, and social media channels. Services may include, but are not limited to, conducting content audits, establishing user personas, designing a user experience and consumer journey, developing written, graphic, and video content, keyword analysis and search engine optimization, analytics and campaign

reporting, integration with existing digital channels/social media content calendars, and training for State employees for long-term management of digital platforms. All work must meet accessibility requirements of Section 504 Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 (508 Compliance).

*Note: All website work must be coordinated with the State of Vermont's Agency of Digital Services (ADS) and/or IT vendors as applicable, as well as with the Chief Marketing Office.*

**Video Production:** Develop videos for State entities that incorporate storytelling, creative thinking, and innovative approaches using visual design skills and technical production expertise. Services may include, but are not limited to, capturing moving images and manipulating raw footage into a creative video product, including pre-production (conceptualizing the idea and writing a script), production (actual shooting or recording) and post-production (video editing, sound editing, adding titles, etc.). If requested, videos should be produced in a way that will be effective for the specific platforms they will run on, such as streaming platforms, social media accounts, virtual event spaces, TV, etc. Videos must be developed in accordance with the [State of Vermont Brand Standards and Guidelines](#) and meet accessibility requirements of Section 504 Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 (508 Compliance).

**Multi-Channel Integrated Campaign Planning:** Develop concepts and strategies, articulated in the form of marketing plans and campaign proposals, to lay the foundation of effective and efficient creative work for integrated, multi-channel marketing campaigns. This includes outcomes that can be measured after materials are deployed to gauge success. Services may include strategic positioning, goal development, target audience identification, prioritization of tactics, budgeting, and development of performance metrics.

**Media Strategy and Implementation:** Devise an overall media campaign strategy and media plan utilizing the most advantageous channels for each audience or objective, to include but not be limited to: establish timelines and flight schedules, negotiate efficient buys and cost effective rates on behalf of the State, develop value added opportunities with the media, traffic the placement and delivery of creative to media outlets, monitor campaigns to ensure insertion orders are properly executed, reconcile media invoices, provide detailed insertion orders and backup invoicing of all media expenses to the State, and provide a post-campaign summary report of the maximum reach and frequency achieved to determine if goals and objectives were met.

**MEDIA PROFESSIONAL LIABILITY INSURANCE.** Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain media professional liability insurance for services performed under this Agreement, with minimum coverage as required by the Agency of Administration but not less than \$2,000,000 per claim and \$2,000,000 policy aggregate.

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

**PREQUALIFICATION REQUIREMENTS.** Bidders must be [prequalified](#) in the service categories required for each Marketing Master Contract level.

Prequalification Service Categories	Copywriting / Editing	Creative / Concept Development	Graphic Design	Digital Strategy	Video Production	Campaign Strategy / Planning	Media Planning / Buying
<b>LEVEL 1:</b> Creative Services	✓	✓	✓				
<b>LEVEL 2:</b> Digital and Creative Services	✓	✓	✓	✓	✓		
<b>LEVEL 3:</b> Full-Service Marketing	✓	✓	✓	✓	✓	✓	✓

### 3. GENERAL REQUIREMENTS

**3.1 PRICING:** Bidders must price the terms of this solicitation at their best pricing. Any and all costs that the Bidder wishes the State to consider must be submitted. 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 the Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.

**3.1.2 Please indicate in your Pricing Schedule proposal all costs you wish the State to consider.** The State requires that bidders must provide an hourly rate for each type of service provided. A blended rate, identifying one hourly rate for all categories of services, may be proposed. Once a contract is executed, the State will reimburse Contractors only for pre-approved expenses, such as shipping, printing, talent costs, production cost, studio time, stock images, or other similar pre-approved expenses. All pre-approved expenses must be documented with receipts. Contractor will be required to bill each State entity for work performed at least once a month and payment terms will be net 30. All costs for preparation and delivery of the bid proposal will be the sole responsibility of the bidder.

**3.1.3 Media planning and buying services must be itemized separately.** Contractor shall be paid for services performed and media buys based on documentation and itemization included in invoicing. Complete invoicing details will be specified in the actual contract that is awarded as a result of this Request for Proposals, and may include, but not be limited to, the following parameters:

- 3.1.3.1 Ninety percent (90%) of media costs shall be billed at the time of placement. Media shall be billed at net rates. The State does not pay a commission for media or media-buying services.
- 3.1.3.2 Contractor will reconcile media billing at the end of the campaign and will invoice for any differences between prepaid amounts of media costs and actual media costs. Backup documentation, including insertion orders and copies of invoices detailing the exact amounts paid to media outlets, will be required.
- 3.1.3.3 Credits to the State will not be allowed. In the event of an error by either party that results in a credit to the State, payment to reconcile will be in the form of a check.

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

**3.2.1 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 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.

**3.4 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.

**3.4.1 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. Bidders must clearly indicate in the cover letter which level Marketing Master Contract they are applying for. Bidders will only be considered for one level. Proposals will be scored based on three core areas:

***Characteristics, Background, and References***

- Demonstrated experience working with a range of clients to provide marketing services at a professional level
- Understanding of marketing and creative needs of the State of Vermont
- Strength of Bidder's unique selling proposition (Why you?)
- Strength of staff qualifications
- Experience advancing diverse (race, gender, class), equitable, and inclusive marketing and outreach efforts as evidenced in project samples
- Strength of letters of support

***Experience in Primary Service Areas***

- Demonstrated ability to provide expertise in the primary service areas applicable to the level of Marketing Master Contract being applied for

Proposals and supplied project samples will be evaluated according to the criteria listed below for each of the Primary Service Areas. Only the criteria for the Service Areas of requested level of Marketing Master Contract will be used. For example, if a vendor applies for a LEVEL 1: Creative Services Marketing Master Contract, the evaluation team will review the strength of the overall proposal and project samples utilizing only the criteria for Design and Print Production.

**Design and Print Production Criteria**

- Strength and variety of creative services experience
- Demonstrated evidence of storytelling, innovation, and creative thinking
- Demonstrated experience of technical layout and visual design quality
- Demonstrated experience of brand consistency / enhancement
- Demonstrated experience for state / government / public information communications
- Strength of production management experience
- Demonstrated experience implementing ADA Accessible Design Standards

### Digital Communications Criteria

- Strength of digital advertising experience (search, social, display, email, video)
- Strength of web development experience (UX, CMS platforms, data visualization, multimedia)
- Strength of web development experience (IA, content audits, SEO, analytics, style guides)
- Demonstrated social media experience (content creation, plan/measure/adjust cycle)
- Strength of social content and creative development (copy, messaging, video, interactive)
- Strength of social analytics, monitoring, and reporting

### Video Production Criteria

- Strength and variety of video production experience
- Demonstrated evidence of storytelling, innovation, and creative thinking
- Demonstrated experience of technical production and visual design quality
- Demonstrated experience of brand consistency / enhancement
- Demonstrated experience for state / government / public information communications
- Strength of video management experience
- Demonstrated experience implementing ADA Accessible Design Standards

### Multi-Channel Integrated Campaign Planning Criteria

- Demonstrated experience in developing comprehensive marketing campaigns across multiple communications channels
- Demonstrated experience in the developing campaign goals and performance metrics
- Demonstrated experience in target audience identification and prioritization of tactics
- Strength of marketing plans, use of budget and mix of campaign tactics to achieve campaign goals and reach target audiences
- Strength of reporting on campaign performance metrics

### Media Strategy and Implementation Criteria

- Demonstrated ability to provide comprehensive media planning and buying services with expertise in media strategy and advertising negotiation
- Demonstrated evidence of media buying experience, with a history of building effective, efficient paid advertising programs with demonstrated success in achieving campaign goals
- Demonstrated expertise in campaign analytics and evidence of the ability to generate detailed and accurate post campaign reporting
- Demonstrated knowledge of traditional and new media channels and targeting techniques to support the campaign objectives
- Evidence of advertising trafficking experience in the placement and delivery of creative to the appropriate media outlets

- Evidence of ability to perform media invoice reconciliation to ensure proper impressions, rates, added value or other deliverables were received by the State at the contracted price

***Rates and overall ranking***

- Appropriateness of hourly rates (will the firm deliver value for fees charged)
- Quality of overall proposal

***Vendor presentation (only as requested)***

Criteria	Consideration
Experience	40%
References	15%
Creative Strategy & Approach	25%
Cost	20%

- 3.5 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 the State is not successful in negotiating a contract with a selected Vendor, the State reserves the option of negotiating with another Vendor, or to end the proposal process entirely.
- 3.6 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.
- 3.7 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.
- 3.7.1 Business Registration.** To be awarded a contract by the State of Vermont a bidder (except an individual doing business in his/her own name) must be registered with the Vermont Secretary of State’s office <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/>.
- 3.7.2** The contract will obligate the awarded bidder to provide the services and/or products identified in its bid, at the prices listed.
- 3.7.3 Insurance Requirements.** The awarded bidder agrees to procure insurance provisions as set forth in Attachment C–Standard State Provisions for Contracts and Grants which is a part of the sample State Contract for Services Document attached to this RFP for reference
- 3.7.4 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.

- 3.7.5 Quality.** If applicable, all products provided under a contract with the State will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing entity. 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.

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## 4. CONTENT AND FORMAT OF RESPONSES

The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this RFP. The bid should include a Cover Letter, Technical Response, and Price Schedule.

- 4.1 COVER LETTER:** Bidders must clearly indicate in the cover letter which level Marketing Master Contracts they are applying for. Bidders will only be considered for one level.
- 4.1.1 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).
- 4.1.2** 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.
- 4.1.3 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

- 4.1.4** response. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal.

**4.2 TECHNICAL RESPONSE:** To assist in the evaluation process, Technical Proposals shall be straight forward, strategic, and concise, include the following information organized as presented below. All questions should be answered in narrative format. Please use a minimum 11-point type with reasonable spacing and margins. Please answer the questions in the same order stated below, and label/begin your responses with the bold headings used below. *To review the evaluation criteria that will be used to assess proposals, please see Section 3.4: Method of Award.*

**4.2.1 Identity of Preparer(s).** A statement identifying individuals who were involved in the preparation of the proposal, as well as a single point of contact for clarification of information must be included.

**4.2.2 Narrative.** Provide a point-by-point narrative that describes how the requirements of this Request for Proposal will be met. Specifically, your narrative should include:

**4.2.2.1 Background and Experience.** Provide a full description of the history, qualifications, and experiences of your firm; primary areas of expertise within the described scope of work; your approach to providing services including project management and methodology; biographies or credentials of the personnel assigned to manage and complete the work; and staff supervision and work product approval procedures.

**4.2.2.2 Understanding of client.** Please explain your understanding of the marketing and communications needs of the State of Vermont.

**4.2.2.3 Firm's unique selling proposition.** Please explain why your firm is different or better than others, and what makes your firm the right fit for the State of Vermont.

**4.2.3 Marketing and Media Services: Approach, Examples and Outcomes:** After stating which level Marketing Master Contract you would like to be considered for (LEVEL 1: Creative Services, LEVEL 2: Digital and Creative Services, or LEVEL 3: Full-Service), please answer the following questions:

**4.2.3.1 Approach.** What is your general process or approach to this type of work?

**4.2.3.2 Project examples.** Provide at least three project examples for this type of work, such as actual work samples, case-study narratives, or both, as appropriate. Please make sure the project examples support the level Marketing Master Contract that you are applying for. (*Refer Section 5.2 BID DELIVERY INSTRUCTIONS for digital submission instructions.*)

**4.2.3.3 Project outcomes.** What were the results or outcomes of these projects?

- 4.3 LETTERS OF SUPPORT:** Provide at least three professional letters of support that speak to the bidder’s ability to perform the level Marketing Master Contract you would like to be considered for. These letters of support can come from past or current clients, organizations, or individuals with whom you have transacted similar business in the last 24-36 months – preferably non-State of Vermont clients.
- 4.4 REPORTING REQUIREMENTS:** Provide a sample of any reporting documentation that may be applicable to the level Marketing Master Contract you would like to be considered for and support the project outcomes described in Section 4.2.3.3.
- 4.5 CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.
- 4.6 PRICE SCHEDULE:** Bidders shall submit their pricing information in the Price Schedule attached to the RFP.

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## 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 issue an addendum to change the date and/or time when bids are due. 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>.
- 5.1.2** There will not be a public bid opening. However, the State will record the name, city and state for any and all bids received by the due date. This information will be posted as promptly as possible following the due date online at <https://accd.vermont.gov/about-us/bidding-opportunities>.
- 5.2 BID DELIVERY INSTRUCTIONS:** Submit all bid proposals electronically. No hard copies or faxes will be accepted.
- 5.2.1** Bidders MUST submit bids as an email attachment to [accd.contracts@vermont.gov](mailto:accd.contracts@vermont.gov) with the subject line “**Marketing Services RFP**” Bids attached to the email must be a digitally searchable PDF attachment with the following naming convention <<**Vendor Name- Marketing Services Bid**>> . The PDF attachment must contain all components of the bid. Multiple emails and/or multiple attachments will not be accepted. Faxed bids will not be accepted.
- There is an attachment size limit of 40 MB. Email submission is preferred; therefore, the bidder should compress the PDF file to meet this size limitation. For bid submissions too large to attach to an email, the bidder shall provide a trusted and viable download link through email following the instructions above.

**5.3 BID SUBMISSION CHECKLIST:** Prior to issuing your RFP, confirm that the below checklist matches submission requirements; modify accordingly.

<b>Bid Contents</b>	<b>✓</b>
Cover Letter	
Technical Response	
Letters of Support	
Redacted Technical Response, if applicable	
Price Schedule	
Signed Certificate of Compliance	

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## **6. ATTACHMENTS**

- 6.1** Certificate of Compliance Form (Required with Bid Submission)
- 6.2** Price Schedule (Required with Bid Submission)
- 6.3** State of Vermont Marketing Firm Work Request Form (Sample)
- 6.4** Standard State Contract with its associated attachments (Sample)

# CERTIFICATE OF COMPLIANCE

*This form (Attachment 6.1) 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.**

*Please indicate "NA" if not applicable.*

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 that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.
3. **Exclusion Requirement.** This RFP is NOT open to consortia, partnerships, or strategic alliances comprised of multiple vendors. Respondents should be single entities that are currently capable of providing the services in the category they applied for. Once under contract, a vendor may use sub-contractors to provide certain services, but the State shall have the right to review and approve all sub-contract agreements between the awarded vendor and sub-contractors before services are provided through such agreements (see Attachment C). Authorization from the State for any sub-contractor services is mandatory prior to Contractor issuing any work to any sub-contractor. Awarded vendor is fully responsible for all payments to sub-contractors. The State does not pay a commission for services. Specifically, subcontract work and any media expenses shall be billed to the State at net. All expenses must be pre-approved by the State in writing to be reimbursable. The State does not reimburse for the purchase of alcohol. Vendors should be aware that the State does not reimburse for travel expenses.
4. **Worker Classification Compliance Requirement.** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

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

Summary of Detailed Information	Date of Notification	Outcome

**Subcontractor Reporting.** Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those

subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

**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):

5.1 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:

[Click to enter other internationally recognized building certification.](#)

5.2 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:

[Click to enter incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements.](#)

5.3 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:

[Click to enter products or services that reduce waste, conserve water, or promote energy efficiency and conservation.](#)

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

Click to enter additional practices that promote clean energy and take action to address climate change.

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

- Bidder certifies goods, products, or materials offered as part of this solicitation **none** of the applicable goods or services are Russian-sourced goods and/or produced by Russian entities.
- If the non-use box is not checked above, Bidder hereby indicates that certain products provided under this solicitation are Russian-sourced goods and/or produced by Russian entities, as described in the table below.

In addition, identify where indicated in the table, which goods are Russian-sourced and/or produced by Russian entities. An additional column is provided for any note or comment that you may have.

SOV Contract #	Provided Equipment or Product	Contractor Note or Comment

7. **Addenda.** Acknowledge receipt of Addenda associated with this RFP:

Addendum No.: [Click to enter addendum number](#)      Dated: [Click to enter addendum date name](#)  
 Addendum No.: [Click to enter addendum number](#)      Dated: [Click to enter addendum date name](#)  
 Addendum No.: [Click to enter addendum number](#)      Dated: [Click to enter addendum date name](#)

8. **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.

**9. Bidder Information & Certifying Signature.**

**Bidder Name**

**Contact**

**Address**

**City/State/Zip**

**Telephone**

**Fax**

**E-mail**

**Bidder Website**

**Signature**

**Printed Name**

**Date**

**END OF CERTIFICATE OF COMPLIANCE**

# PRICE SCHEDULE

*This form (Attachment 6.2) must be completed and accompany your bid*

1. **Hourly Labor Rates:** Please fill out all categories pertinent to the level of Marketing Master Contract you would like to be considered for. **Bidder’s maximum hourly rate will include all associated assigned staff expenses and costs of doing business. Expenses will not be reimbursed separately.**

Service Category/Title of Positions	Hourly Rate
<b>Account Management:</b> Coordinate the agency efforts on behalf of the client. May include estimating, budgeting, scheduling, and production support. May also include trafficking of media spots, invoice reconciliation, and preparation of campaign reporting.	Click to enter rate
<b>Campaign Strategy and Planning:</b> Strategize, plan and execute direct paid media campaigns. Develop marketing campaigns that define specific actions, budgets and timelines. May include identification of target audiences, strategic positioning, brand planning, competitive market assessments, prioritization of tactics, and development of performance metrics.	Click to enter rate
<b>Copywriting / Editing:</b> Implementing the creative concept into headlines, scripts and body copy. Reviewing materials for accuracy and style.	Click to enter rate
<b>Creative / Concept Development:</b> Develop the strategic platform for campaign creative concepts, including category, competitive and client research and analysis. Develop messaging hierarchy, visual execution, and overall look and feel of overarching brand.	Click to enter rate
<b>Digital Strategy:</b> Develop the content and visual strategy for online communication channels such as websites, including information architecture, user experience, content audits, keyword analysis, search engine optimization, and compliance with the Americans with Disabilities Act. May include tactics such as paid search marketing, digital and social media advertising, and email marketing.	Click to enter rate
<b>Graphic Design:</b> Implementation of a creative concept into all visual materials. May include layout and design of ads / collateral / visual materials, illustration, photo selection and supervising photo shoots.	Click to enter rate
<b>Media Planning / Buying:</b> Develop strategic plans for media purchases. May include research, competitive analysis, and post-buy analysis, as well as negotiating, placing, and shepherding the media buys.	Click to enter rate
<b>Social Media:</b> Attract and engage target audiences by creating, monitoring, and managing all published content such as text, images, and video. Includes social media strategy, audience targeting and message development.	Click to enter rate
<b>Video Development and Production:</b> Develop multimedia content and manipulating raw footage into a creative video product. Includes pre-production (conceptualizing the idea and writing a script), production (actual shooting or recording) and post-production (video editing, sound editing, adding titles, etc.).	Click to enter rate

Bidder Name

Signature

Date

Title

## Marketing Master Contracts

### Marketing Firm Work Request Form

The Marketing Master Contracts are based on a Statement of Work (SOW) process. The Chief Marketing Office encourages State entities to send work request forms to the largest possible group of Marketing Master Contractors. However, please be advised that contractors are under no obligation to respond. To learn more about how this process works, or for tips on how to fill out this Marketing Work Request Form, please visit the [Chief Marketing Office website](#).



**Instructions for Marketing Master Contractors:** If you are interested in working on the project outlined in this Work Request Form, prepare a technical response including a workplan, services to be performed, deliverables, timeline, and cost for the proposed services and deliverables. Please also note the questions posed in the final section of this Work Request Form on 'Evaluating Proposals' to help guide your technical response.

*All responses to the Marketing Work Request Form must include 'SOW Agreement Attachment A' in the title.*

#### Issuing State Entity

**Agency/Department**  Click to enter agency/department

**Address**  Click to enter address

**Contact Name**  Click to enter contact name

**Title**  Click to enter contact title

**Telephone**  Click to enter telephone **E-mail**  Click to enter e-mail

#### Project / Campaign

**Project or Campaign Title**  Click to enter project or campaign title

**Is this project part of a previous or current marketing campaign?**  Yes  No

If yes, describe existing campaign assets, an overview and dates of the work involved in previous campaign(s), name(s) of the firms you worked with on previous campaigns, and how the new scope of work will be integrated into the overall campaign.

Click to enter existing campaign assets.

Date: 7-11-22

Master Contract #:  Enter Master Contract #

VISION Vendor #:  Enter Vision Vendor #

(optional) Agency or Department Generated SOW #:  Enter SOW #

Marketing, Creative, and Media Services RFP

### Term

**Work Request Form Release Date**  Click to enter work request form release date

**Technical Response Due Date**  Click to enter technical response due date

**Anticipated SOW Start Date**  Click to enter anticipated SOW start date

**SOW End Date**  Click to enter SOW end date



**Note for State Entities:** *If needed, an SOW End Date can be amended after an SOW is executed by using a Change Order Form (available on the [Chief Marketing Office website](#)). Please note the SOW End Date cannot extend past the end of the term of the Master Marketing Contract.*

---

### Budget

List your overall budget below. The Marketing Master Contractor(s) will review the details of this completed Work Request Form and will work with you to determine the appropriate amount to put towards creative services, media planning and buying, and production costs based upon the project goals and suggested or required deliverables.



**Note for State Entities:** *If media planning and buying is involved, send this Work Request Form to Full-Service Marketing Master Contractor(s) only.*

**Total Maximum Budget (includes creative services and media planning and buying)**

Click to enter overall project budget.

**Is there any flexibility in this budget?** Please explain why or why not.  Yes  No

Click to enter budget flexibility details.

---

### Project Details

**Problem Statement** In one to two sentences, describe the problem you're looking to solve with this campaign.

Click to enter problem statement.

**Background** Describe what you have done in the past and what you are currently doing, including any tools, channels, or methods you're using.

Click to enter background.

**Goals/Objectives** What does success look like? What are the specific and measurable outcomes needed to achieve the goal?

Click to enter goals.

**Audience** Who do you want to reach with this campaign? Do you currently communicate with this audience? If so, in what ways?

Click to enter audience.

**Timeline** What are the key project milestones and deadlines?

Click to enter timeline.

### Campaign Tactics

Date: 7-11-22

Master Contract #:  Enter Master Contract #

VISION Vendor #:  Enter Vision Vendor #

(optional) Agency or Department Generated SOW #:  Enter SOW #

Marketing, Creative, and Media Services RFP

**Tactics** What ideas for activities or actions do you have that would help achieve the campaign goal?

**Note for State Entities:** Whether you complete this section or leave this section blank if you aren't sure what activities or actions would be successful, the Marketing Master Contractor will offer their recommendation for specific tactics or tactics for discussion to achieve your goals in their technical response.

Click to enter any additional comments on tactics desired or any specific activities not included below.

List of Possible Marketing Tactics	Requested
Marketing/Communications Plan	<input type="checkbox"/>
Message Development/Positioning	<input type="checkbox"/>
Paid Advertising Plan and Placement	<input type="checkbox"/>
Advertising Design	<input type="checkbox"/>
Collateral Design (brochures, fact sheets)	<input type="checkbox"/>
Report/Document Layout and Design	<input type="checkbox"/>
Tradeshow/Event/Exhibit Design	<input type="checkbox"/>
Copywriting and Editing	<input type="checkbox"/>
Website Content Strategy and Design (new site)	<input type="checkbox"/>
Website Content Strategy and Design (updates to existing site)	<input type="checkbox"/>
Digital Creative (interactive, display advertising)	<input type="checkbox"/>
Digital Analytics/Monitoring/Reporting	<input type="checkbox"/>
Social Content Strategy (calendars, channels)	<input type="checkbox"/>
Social Content Development (copy, messaging)	<input type="checkbox"/>
Paid Social Media Campaign	<input type="checkbox"/>
Social Analytics/Monitoring/Reporting	<input type="checkbox"/>

**Required Deliverables** Are there any specific products or services you need as a result of this campaign, or any specific tactics that will be required?

**Note for State Entities:** Only complete this section if, for example, specific deliverables will be required due to grant funding requirements or at the direction of agency or department leadership.

Click to enter required deliverables.

**Marketing Master Contract Levels:** Based on the tactics for the scope of work imagined, which level of master contractor do you think would be a good fit for this project?

**Note for State Entities:** The Chief Marketing Office is available to advise to help you make this selection.

- LEVEL 1: Creative Services Marketing Master Contract
- LEVEL 2: Digital and Creative Services Marketing Master Contract
- LEVEL 3: Full-Service Marketing Master Contract

**Performance Measures** What metrics will you use to track success?

Click to enter performance measures.

## Evaluating Proposals

Date: 7-11-22

Master Contract #: Enter Master Contract #

VISION Vendor #: Enter Vision Vendor #

(optional) Agency or Department Generated SOW #: Enter SOW #

Marketing, Creative, and Media Services RFP

Clearly articulating how you will evaluate each proposal will help the Marketing Master Contractors prepare a relevant, appropriately scaled response. When evaluating the proposals you receive, the Chief Marketing Office recommends using the following criteria:

- 1) Contractor's responses to the questions listed below.
- 2) Contractor's ability to effectively develop a budget that supports your campaign.
- 3) Contractor's proposed strategy and tactics.
- 4) Contractor's subject matter expertise or previous experience.

**Additional Evaluation Criteria** Explain any additional criteria that will be used in evaluating proposals.

[Click to enter evaluation criteria.](#)



**Instructions for Marketing Master Contractors:** When developing your response, please state how you will effectively distribute the budget, offer thoughts and direction regarding the tactics you would recommend, outline relevant expertise or experience, and answer the questions below.

**Answers to the following questions should be included in all technical responses:**

- How would you solve our problem?
- What tactics would you use to accomplish our campaign goal?
- How will you maximize our budget and appropriately allocate it across creative, media and production cost categories?

Date: 7-11-22

Master Contract #: Enter Master Contract #

VISION Vendor #: Enter Vision Vendor #

(optional) Agency or Department Generated SOW #: Enter SOW #

Marketing, Creative, and Media Services RFP

## 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, a sum not to exceed \$.
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 two 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.
- 5A. **Sole Source Contract for Services.** This Contract results from a “sole source” procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950.
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. **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. 12/15/17)
  - Attachment D – Additional Standard Provisions for Contracts and Grants
  - Attachment E – State of Vermont Federal Terms Supplement (Non-Construction)
  - Appendix 1 – Performance Measures & Evaluation
9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:
  1. Standard Contract
  2. Attachment C – Standard State Provisions for Contracts and Grants (rev. 12/15/17)

- 3. Attachment D – Additional Standard Provisions for Contracts and Grants
- 4. Attachment E – State of Vermont Federal Terms Supplement (Non-Construction)
- 5. Attachment A – Scope of Work
- 6. Attachment B – Payment Provisions
- 7. Appendix 1 – Performance Measures & Evaluation

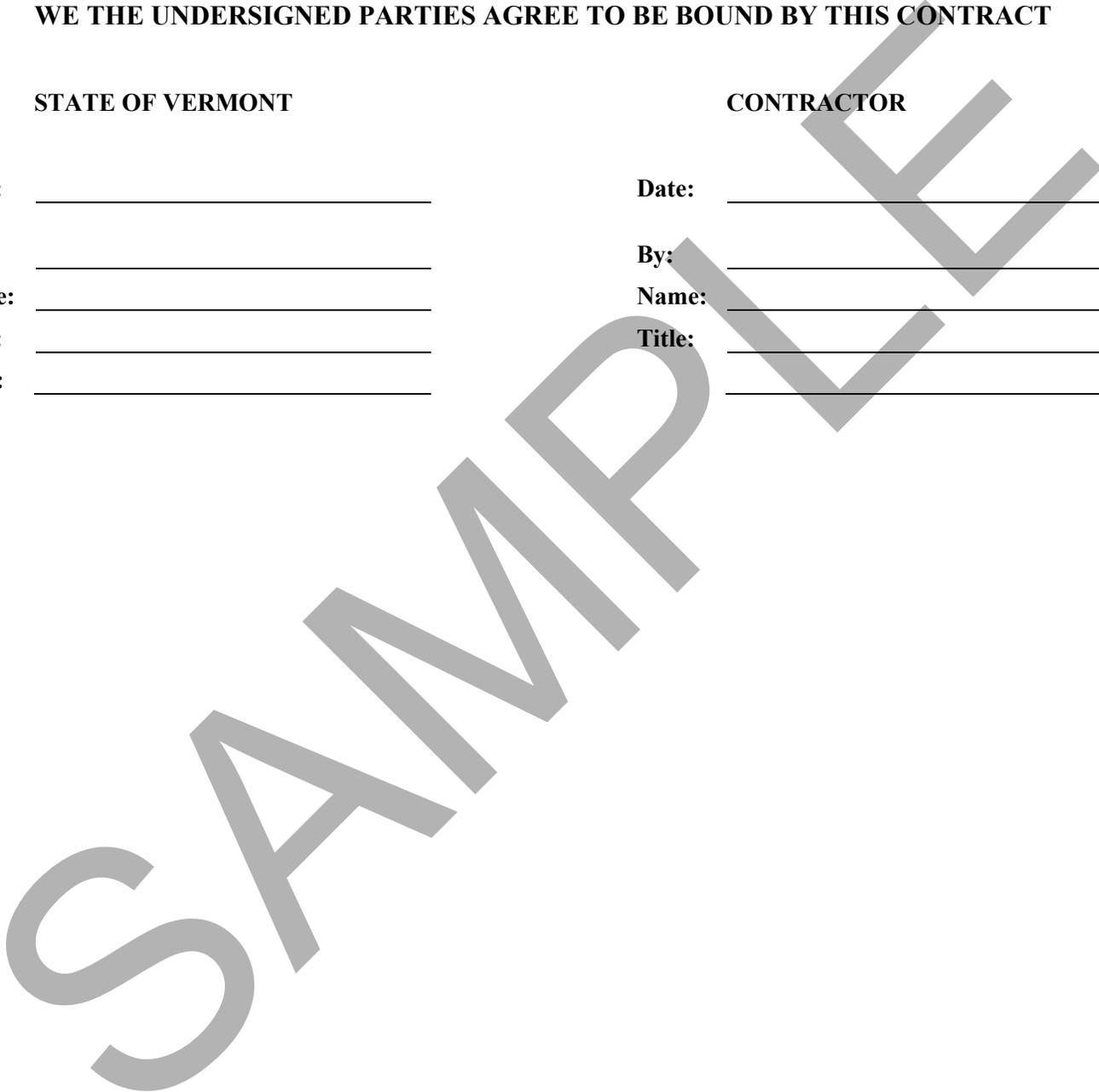
**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

**STATE OF VERMONT**

**CONTRACTOR**

**Date:** \_\_\_\_\_  
**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Dept:** \_\_\_\_\_

**Date:** \_\_\_\_\_  
**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
\_\_\_\_\_



**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 a 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 contract amount shall not exceed \$\$\$\$. The payment terms are Net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. **Payment Schedule.** (from 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.
  - 4.1. All invoices must include the Contract ##### for this contract.
  - 4.2. Invoices shall be submitted to the State electronically to the following email address:  
[accd.accounts payable@vermont.gov](mailto:accd.accounts payable@vermont.gov)

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

**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.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. 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 with regard to 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:** 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.

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.

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.

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:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**9. Reliance by the State on Representations:** All 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:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act 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. Location of State Data:** No 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 continental United States, except with the express written permission of the State.

**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 the 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. 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. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**16. Taxes Due to the State:**

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. 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.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**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, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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).

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 (“Location of State Data”); 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. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**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, 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, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

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

**24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement 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 lock-outs) (“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 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 at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that 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 Grant immediately, and the State shall have no obligation to pay Subrecipient 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 granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, 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 (COSO).

**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 \$1,001, 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 2016):** 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 – OTHER STATE OF VERMONT CONTRACT & GRANT PROVISIONS

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 as required by the Agency of Administration but not less than \$1,000,000 per claim and \$2,000,000 policy aggregate.
2. **Ownership of Equipment.** Any equipment or IT software purchased by or furnished to the Contractor/Grantee by the State under this Agreement is provided on a loan basis only and remains the property of the State.
3. **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.
4. **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, becomes the sole property of the State of Vermont and may not be copyrighted or resold by Contractor/Grantee. The Contractor/Grantee will exercise due care in creating or selecting material for publication to ensure that such material does not violate the copyright, trademark, or similar rights of others. To the extent the Contractor uses copyrighted materials in performance of work under this Contract/Grant, the Contractor/Grantee 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/Grantee shall not use any copyright protected material in the performance of the work under this contract that would require the payment of any additional fee not contemplated herein for present or future use of the same by the State.

(End of Attachment D)

## ATTACHMENT E – STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)

### for all Contracts and Purchases<sup>1</sup> of Products and Services Connected with 2020 Pandemic

#### BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more certify that each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency

#### PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

#### CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
4. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
5. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
6. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

<sup>1</sup> These terms, developed by the Vermont Attorney General's Office, are to be included, without any changes, **in all contracts, and any amendments to contracts**, intended or expected to be used in connection with the State of Vermont's response to the 2020 Pandemic. THESE TERMS ARE ALSO TO BE USED AND ADDED FOR **ANY TRANSACTIONS**, SUCH AS BUT NOT ONLY PURCHASE ORDERS, TAKING PLACE UNDER AN EXISTING CONTRACT, IF THE PURCHASE IS FOR THE PANDEMIC AND IF THERE IS ANY POTENTIAL DOUBT AS TO WHETHER THE OVERLYING CONTRACT HAS THESE TERMS. These terms and conditions shall also be added in instances in which a purchase without formal contract is otherwise duly authorized.

## **CONTRACTOR BREACH, ERRORS AND OMISSIONS**

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

## **TERMINATION FOR CONVENIENCE**

### *1. General*

- a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
  - b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
  - c. No compensation will be allowed for items eliminated from the Contract.
  - d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.
2. *Contractor Obligations.* After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:
- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
  - b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
  - c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
  - d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
  - e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
  - f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.
3. *Claim by Contractor.* After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.
4. *Negotiation.* Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. Settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

**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.

<b>PERFORMANCE MEASURES &amp; EVALUATION</b>			
<b>Benchmarks/Deliverables</b>	<b>Needs Improvement</b>	<b>Met Expectations</b>	<b>Exceeded Expectations</b>

\_\_\_\_\_  
*Name of person completing form*

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

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