



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

Request for Proposal (RFP)

Vermont Accessory Dwellings & Missing Middle Homes Toolkit **A 'Design & Do' Toolkit for Small-scale Home Builders, Investors & Community Leaders**

Key RFP Events	Date & Time
Issue Date:	Tuesday, September 29, 2022
Bidder's Conference	None
Questions Due:	Thursday, October 20, 2022, at 4:30PM
Proposals Due:	Tuesday, November 8, 2022, at 1:00PM

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
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1. OVERVIEW:

- 1.1. BACKGROUND:** Through this Request for Proposal (RFP) the Agency of Commerce and Community Development, Department of Housing and Community Development (hereinafter the “State”) is seeking to establish contracts with one or more companies to develop a Vermont Accessory Dwellings and Missing Middle Homes Toolkit: A “Design & Do” Toolkit for Small-scale Home Builders, Investors, and Community Leaders.

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

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

Related Vermont Initiatives:

- **[Zoning for Great Neighborhoods](#) (2020)**: A guide for local leaders to enable better places and create great neighborhoods through zoning for a variety of housing types.
 - **[Modernizing the Planning Act](#) (2020, 2021, 2022, 2023)**: Updates like limiting minimum parking required for an accessory dwelling unit to one space per bedroom.
 - **[Bylaw Modernization Grants](#) (2022 - 2024)**: Funding for municipal bylaw updates to expand missing middle house choice and opportunity in zoning. Round 1 funding awards in January 2021, with project completion by January 2024. Round 2 funding awards will be announced in January 2023.
 - **[Vermont Housing Improvement Program](#) (2022 & 2023)**: Grants to rental property owners up to \$50,000 per unit to bring vacant and blighted rental units back online and support accessory dwelling unit production.
 - **[Missing Middle Income Home Ownership Development Program \(VHFA\)](#) (2023)**: Subsidies to support developers of modest homes sold at affordable prices to middle-income Vermonters.
 - **[Neighborhood Development Partnership](#) (S.226/Act 182, section 4) (2023)**: An upcoming collaboration among cross-agency and cross-government stakeholders to pilot a new model of strategic partnership and coordinated public investment to develop and re-develop new neighborhood infrastructure and build needed homes.
- 1.2. CONTRACT PERIOD:** Contracts arising from this RFP will be for a period of two (2) years with an option to renew for up to two additional twelve-month periods. The State anticipates the start date will be as early as December 15, 2022, and no later than January 15, 2023.
- 1.3. SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.
- 1.4. BIDDERS’ CONFERENCE:** A bidders’ conference will not be held.

1.5. QUESTION AND ANSWER PERIOD: Any vendor requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site <https://accd.vermont.gov/about-us/bidding-opportunities> . Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.

1.6. CHANGES TO THIS RFP: Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at <https://accd.vermont.gov/about-us/bidding-opportunities> . Verbal instructions or written instructions from any other source are not to be considered.

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

2. PROJECT SUMMARY: The State and partners seek planning, community design, and small-scale development experts with experience working in rural areas and small communities to produce a 'Design & Do' toolkit to support and promote existing and emerging small-scale developers of accessory dwelling units (ADU) and missing middle homes (MMH) alongside local leaders and policy makers. The State's maximum budget for this project is \$140,000. The toolkit shall include four key components:

2.1. A design guide for missing middle homes in a broadly appealing Vermont architectural vernacular,

2.2. A missing middle home builders' how to workbook,

2.3. Targeted community design to help visualize MMH infill in select communities, and

2.4. A complete toolkit and MMH leadership summit with training resources for regional and local planning and economic/community development leaders to promote the toolkit.

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

3. PROJECT OBJECTIVES:

3.1. Introduce MMH to Vermont by focusing statewide attention on small-scale infill and incremental development (emphasized by Enabling Better Places: [A Zoning Guide for Vermont Neighborhoods](#)) as a strategy to address Vermont's housing and affordability crisis.

3.2. Demonstrate how MMH-types in a broadly appealing Vermont architectural vernacular can be

of high quality and affordable by design (including affordability through building materials, energy efficiency, site design, and flood resilience).

- 3.3. Attract a new generation of grassroots investors/developers (including first-time, women and Black and Indigenous people of color (BIPOC) developers committed to their community and ready to build walkable neighborhoods and missing middle homes and earn a living doing so) by showing small-scale developers and individual property owners what's possible and how they can do it with start-to-finish 'how-to' resources.
- 3.4. Assist community leaders and policy makers by helping them visualize missing middle infill and ways they can make it easier to build missing middle housing through predictable and streamlined development processes, and permit-ready designs that does not result in displacement or loss of existing affordability.
- 3.5. Generate interest and enthusiasm for MMH, engage, and empower new small-scale home builders and help community leaders visualize how missing middle designs can help build vibrant and inclusive places through neighborhood infill opportunities (from accessory dwellings to mixed-use buildings in Vermont's civic and commercial centers)

4. PROJECT AUDIENCE:

- 4.1. Prospective small-scale developers, including individual property owners considering infill opportunities, including first-time developers, women, and BIPOC Vermonters
- 4.2. Emerging small-scale developers in Vermont with some experience
- 4.3. Planning and regulation policymakers in Vermont
- 4.4. Municipal and community leaders and advocates seeking to promote MMH infill development in and around Vermont's designated centers
- 4.5. Vermont-based technical advisors for MMH

5. STATE ROLE:

- 5.1. The State will manage the project with oversight from an advisory steering committee consisting of key partners and will also convene a technical advisory team of Vermont subject-matter experts interested in MMH to answer questions from the consulting team and review draft products.
- 5.2. The State, with input from an advisory steering committee, will select a representative mix of municipalities for the community design work.
- 5.3. The State will work with the consultant, committee, and technical advisors to develop a public outreach program, using communication resources, to build interest in the toolkit after the products are completed.
- 5.4. The State will organize all meetings and public events and handle communications with the consultant as well as the embedded design committees.
- 5.5. The State will direct and support toolkit training and outreach once the project is complete.

State/DHCD Project Management Team:

- Director of Planning & Revitalization

- Planning & Outreach Manager
- Planning & Policy Manager

Potential Vermont-Based Technical Advisor Team

- Leasing Specialist/Landlord
- Property Manager
- Small-Scale Developer
- Realtor
- Real Estate Tax & Accounting
- Cooperative Housing
- Building Code & Construction
- Energy Efficiency/Energy Supply
- Fair & Affordable Housing Developer
- Consumer &, Disability, and Economic Opportunity Advocate
- Real Estate Attorney
- Planning & Development Review Specialist
- Financier/Lender
- Architect/Landscape Architect
- Water/Wastewater Engineer
- Justice, Equity, Diversity Inclusion Specialist
- Economic & Community Development Professional (w/Infrastructure/Housing Experience)

6. SCOPE OF WORK: VERMONT MMH DESIGN & DO TOOLKIT COMPONENTS & DELIVERABLES

The scope of work described herein conveys minimum expectations of the bidder and a general approach to implementing the Vermont Accessory Dwellings & Missing Middle Homes Toolkit - A 'Design & Do' Toolkit for Small-scale Home Builders, Investors, and Community Leaders. The State will consider proposals that offer supplemental deliverables, suggest alternative strategies and/or offer an entirely different and creative approach to implementing the project and achieve the project objectives and outcomes described herein. However, the State will not consider proposals that do not adhere to the pricing structure provided. The cost structure must remain constant to facilitate comparable cost analysis of the bids.

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

6.1. TASK 1: VERMONT MMH DESIGN GUIDE:

Missing middle homes have long been a part of Vermont's built environment, and although mid-century zoning continues to constrain the production of this housing type, it is increasingly viewed as a solution to Vermont's demographic and affordability challenges. Vermont's Enabling Better Places: A Zoning Guide for Vermont Neighborhoods and companion implementation funding for Bylaw Modernization are working to expand opportunities for MMH as Vermont demographics shift to smaller and more diverse households, including older Vermonters. This guide should help re-introduce missing middle housing to Vermont's

planning and development community by focusing statewide attention on small-scale infill and incremental development as a strategy to address Vermont's housing opportunities and affordability challenges through more affordable design. Vermont has a long tradition of caring for its image, and this guide aspires to help skeptics and supporters visualize missing middle housing-types in broadly popular designs rooted in Vermont's architectural vernacular and grounded in the characteristics of Vermont communities. The designs must incorporate input from a charette with the Technical Advisory team -- and other key partners invited by DHCD in coordination with the consultant.

6.1.1. Design Guide Deliverables: The guide must include MMH designs, and types rooted in broadly popular Vermont vernacular architecture with digital files in Microsoft Word, Adobe PDF, and Adobe InDesign, as applicable, including:

- 6.1.1.1.** An overview on how MMH can create desirable options for housing consumers and help Vermont meet its housing needs, including an explanation of what missing middle housing is not.
- 6.1.1.2.** An explanation on how design elements factor into affordability, occupant health and comfort, and operational efficiency for the building (which may include building materials, modular fabrication or construction techniques, site design [including: rooftop ice & snow fall/snow management/water/sewer/septic/utilities/driveways parking] building design, energy efficiency and supply, and flood resilience).
- 6.1.1.3.** Schematic, floorplan, elevation, 3D modeling of different MMH typologies consistent with Enabling Better Places: A Zoning Guide for Vermont Neighborhoods developed in a Charette with the State & Technical Team.
- 6.1.1.4.** Housing types that can be compatible and scalable in multiple configurations, including examples of:
 - Accessory dwelling units (including *detached* ADUs, *attached* additions, and ideas and tips on high-opportunity *adaptive re-use* of existing accessory structures (like garage or carriage barns), as well as *internal conversions* of portions of a large single household dwelling, (like conversion of a farmhouse 'ell', upper floor, or attic)
 - Duplexes, stacked and side-by-side
 - Fourplex, stacked and side-by-side
 - Townhouses
 - Cottage courts or clusters
 - Live/work or neighborhood-scale mixed-use
- 6.1.1.5.** Recent Vermont-based MMH project case studies with rough costs (in partnership with technical advisory team) adjusted for current market conditions.
- 6.1.1.6.** Predevelopment-ready building/site designs usable for expedited or pre-approved 'by-right' designs in local design review and permit administration. This element does not mean construction-ready architectural or engineering drawings.

6.2. TASK 2: VERMONT MMH BUILDERS' WORKBOOK:

Vermont is known for its small businesses, frugal ingenuity, environmental stewardship, and mission-driven entrepreneurship. The MMH builders' workbook will help make small-scale home development more understandable, accessible, and approachable for existing, emerging, and new small-scale developers. Through this workbook, the State intends to attract private capital from the sidelines and develop a new generation of grassroots investors who are committed to their community and ready to build walkable neighborhoods and MMH. The builders' workbook will illustrate how MMH can be do-able and profitable for small scale developers and individual property owners and illustrate what's possible with start-to-finish resources, from how to communicate the benefits of MMH to navigating barriers commonly faced.

6.2.1. Builders' Workbook Deliverables: This introductory workbook must provide interactive (exercise-based) content with digital files in Microsoft Word, Adobe PDF, and Adobe InDesign, as applicable that outlines the pathways to successful MMH infill development, including content that should address:

- 6.2.1.1.** How to identify development-ready communities and places, including communities, neighborhoods, and site-specific parcels
- 6.2.1.2.** How to assess and leverage necessary technical expertise
- 6.2.1.3.** How to evaluate different business models
 - Incorporation, nonprofit, or LLC
 - Risk: entitlements, development, construction, financing, market
 - Taxes
- 6.2.1.4.** How to evaluate different properties, determine feasibility, and select a site
 - Site assessment, planning, and feasibility
 - Due diligence: proforma and cash flow
 - Construction cost estimating
- 6.2.1.5.** How to acquire purchase options, purchase real state, and/or obtain site control
- 6.2.1.6.** Major code requirements and thresholds
- 6.2.1.7.** Working with design & engineering professionals & preparation of technical drawings
- 6.2.1.8.** How to access project funding, investors & financing
 - Equity, Friends & Family
 - Loans
 - Tax Credits
 - Public funding/grants
- 6.2.1.9.** Best practices for permitting & community relations
 - Common barriers
 - Neighborhood engagement & talking points
 - Submissions

- Bylaw Due Diligence
 - Public hearings & presentation tips
- 6.2.1.10.** Construction: Contracting, & Project Management, and Construction Administration
 - 6.2.1.11.** Property Management: Leasing, Maintenance, Fair Housing, Tenant Relations
 - 6.2.1.12.** Selling & Real Estate Transactions, including common interest/co-op/condos options
 - 6.2.1.13.** And any other relevant materials

6.3. TASK 3: VERMONT MMH COMMUNITY INFILL DESIGN:

Through its investments in planning and revitalization the State has seen how visualizing change and opportunities in the built environment leads to action and investment. To be able to help communities visualize how Vermont’s missing middle design-guide homes can more affordably fit into existing neighborhoods, the State will pre-select five (5) municipalities through a simplified application process, prioritizing municipalities with one or more of the following: a [designated center](#), a [neighborhood development area](#), a [bylaw modernization grant](#), or communities focused on neighborhood infill. Eligible municipalities will be asked by the State to propose a prospective neighborhood and site, and the State-selected sites will include a mix of characteristic place types (rural village/urban downtown/suburban neighborhood), geographic areas, (north/south/central), and municipal capacity, and identified housing demand.

The consultant team will provide design assistance to illustrate ‘affordable-by-design’ buildings on ‘high-opportunity’ sites with a focus on affordability through site and building design compatible with [Vermont’s Enabling Better Places Guide](#). This component should assist community leaders and policy makers by helping them visualize missing middle infill and use these visualizations as a catalyst to improve the policies and regulations to expand opportunities for missing-middle homes.

6.3.1. Community Design Deliverables:

- 6.3.1.1.** Methodology on MMH site identification and design considerations for affordable infill MMH
- 6.3.1.2.** Digital files of illustrations of VT MMH designs within the context of selected communities, including three-dimensional aerial and streetscape views with schematic designs for MMH types in Adobe PDF and Adobe InDesign.
- 6.3.1.3.** Technical assistance and stakeholder engagement with local leaders to calibrate MMH types to the local context, which may include neighborhood site visits in five communities with local leaders and town officials or a single location gathering of participant communities to ‘test fit’ MMH designs in the local context with local champions
- 6.3.1.4.** MMH design report that synthesizes their approach to MMH for each of the five communities, illustrates schematic designs for the MMH types, case study proformas, and pathways for implementation in Microsoft Word, Adobe PDF, and Adobe InDesign, as applicable.

6.4. TASK 4: STATEWIDE VT-MMH TOOLKIT TRAINER SUMMIT

To support the promotion and use of the toolkit, the State and the consultant team will convene a summit of regional and municipal planners, regional and local community and economic development officials, the technical advisory team, the affordable housing development community, the Vermont Chapter of the American Institute of Architects, and other stakeholders interested in providing training to their stakeholders and customers. The summit will be centrally located and held in-person in one of the communities participating in the community design work. The training will include a presentation slide deck featuring the project components and engage the audience on the workbook components with audience participation. The State will provide the venue.

6.4.1. Training Deliverables:

- 6.4.1.1.** Production of the combined toolkit (Tasks 1-3)
- 6.4.1.2.** Printing of the toolkit provided by the State
- 6.4.1.3.** Execution and facilitation of State-led MMH trainer summit
- 6.4.1.4.** Digital files of all handouts, presentations, posters, and MMH schematic designs in Microsoft Word, PowerPoint, Adobe PDF and Adobe InDesign as applicable.
- 6.4.1.5.** Video recording of training with close captioning
- 6.4.1.6.** Presentation slide deck with talking points for trainers to support the promotion of the toolkit and interactive audience components to put the toolkit into practice.

6.5. Draft & Final Toolkit Deliverables

- 6.5.1.** All resources must be drafted and published in a format and language that is user-friendly to the project audience and readily accessible to the general public. Heavy reliance on the use of technical planning language is discouraged when possible. The workbook should be catered to and accessible for first-time, women, and BIPOC developers. The use of maps, graphics and other innovative visual aids that encourage the public's involvement in promoting the toolkit is encouraged. All responses to this RFP must include time for review and feedback according to the prospective work plan below. The project managers will gather written comments from the technical team and submit these to the consultant for a written response.
- 6.5.2.** The following are expected for deliverables:
 - 6.5.2.1.** Digital copies of Tasks 1, 2 and 3 draft deliverables in Microsoft Word and Microsoft PowerPoint, as applicable.
 - 6.5.2.2.** Digital copies of Task 4 formatted draft deliverable in Adobe InDesign and Adobe PDF.
 - 6.5.2.3.** Digital copies of all final deliverables in Microsoft PowerPoint (.ppt) and print-ready Adobe InDesign and Adobe PDF, as applicable.

6.6. Project Work Plan and Prospective Schedule

State (DHCD)
Technical Advising Team
Consultant (Contractor)

Task		Responsibility	Target Timing Location
	Form Technical Advisory Team	State	November
TASK 1: DESIGN GUIDE			January -April 2023
	Design Guide Development	Consultant	
	Outreach & Venue	State	
	Kickoff & Design Guide Charette	Consultant	Central VT
	Design Guide Production	Consultant	
	Draft Review	Tech. Team	
	Edits	Consultant	
TASK 2: BUILDERS' WORKBOOK			April-August 2023
	Workbook Outreach	Consultant	
	Workbook Production	Consultant	
	Draft Review	Tech. Team	
	Edits	Consultant	
TASK 3: COMMUNITY DESIGN			August-October 2023
	Community Design Comm. Selection	State	
	Outreach & Venue	State	TBD
	Community Design Outreach & Charette	Consultant	
	Community Design Production	Consultant	
	Draft Review	Tech. Team	
	Edits	Consultant	
TASK 4: TOOLKIT PRODUCTION & TRAINING			October-December 2023
	Combined Toolkit Production	Consultant	
	Draft Review	Tech. Team	
	Final Edits	Consultant	
	Toolkit Printing, Distribution & Training Preparations	State	
	Outreach & Venue	State	TBD
	Leadership Summit	Consultant	

7. GENERAL REQUIREMENTS:

7.1. PRICING: Bidders must price the terms of this solicitation at their best pricing. Any and all costs that Bidder wishes the State to consider must be submitted for consideration. If applicable,

all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State.

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

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

7.2. STATEMENT OF RIGHTS: The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

7.2.1. Best and Final Offer (BAFO). At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.

7.2.2. Presentation. An in-person or webinar presentation by the Bidder may be required by the State if it will help the State's evaluation process. The State will factor information presented during presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.

7.3. WORKER CLASSIFICATION COMPLIANCE REQUIREMENTS: In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.

7.3.1. Self-Reporting: For bid amounts exceeding \$250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.

7.3.2. Subcontractor Reporting: For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list MUST be updated and provided to the State as

additional subcontractors are hired. A sample form is available online at <http://bgs.vermont.gov/purchasing-contracting/forms>. The subcontractor reporting form is not required to be submitted with the bid response.

7.4. EXECUTIVE ORDER 05-16: CLIMATE CHANGE CONSIDERATIONS IN STATE

PROCUREMENTS: For bid amounts exceeding \$25,000.00 Bidders are requested to complete the Climate Change Considerations in State Procurements Certification, which is included in the Certificate of Compliance for this RFP.

After consideration of all relevant factors, a bidder that demonstrates business practices that promote clean energy and address climate change as identified in the Certification, shall be given favorable consideration in the competitive bidding process. Such favorable consideration shall be consistent with and not supersede any preference given to resident bidders of the State and/or products raised or manufactured in the State, as explained in the Method of Award section. But, such favorable consideration shall not be employed if prohibited by law or other relevant authority or agreement.

7.5. METHOD OF AWARD: Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given first to resident bidders of the state and/or to products raised or manufactured in the state, and then to bidders who have practices that promote clean energy and address climate change, as identified in the applicable Certificate of Compliance.

7.5.1. Evaluation Criteria: Consideration shall be given to the Bidder's project approach and methodology, qualifications and experience, ability to provide the services within the defined timeline, cost, and/or success in completing similar projects, as applicable, and to the extent specified below.

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

- 7.6. CONTRACT NEGOTIATION:** Upon completion of the evaluation process, the State may select one or more Vendors with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State. In the event State is not successful in negotiating a contract with a selected Vendor, the State reserves the option of negotiating with another Vendor, or to end the proposal process entirely.
- 7.7. COST OF PREPARATION:** Bidder shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.
- 7.8. CONTRACT TERMS:** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachment C as attached to this RFP for reference. If IT Attachment D is included in this RFP, terms may be modified based upon the solution proposed by the Bidder, subject to approval by the Agency of Digital Services.
- 7.8.1. Business Registration.** To be awarded a contract by the State of Vermont a vendor (except an individual doing business in his/her own name) must be registered with the Vermont Secretary of State's office <http://www.sec.state.vt.us/tutor/dobiz/forms/fcregist.htm> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/>.
- 7.8.2.** The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.
- 7.8.3. Payment Terms.** All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent. Payment terms are Net 30 days from receipt of an error-free invoice with all applicable supporting documentation. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.
- 7.8.4. Quality.** If applicable, all products provided under a contract with the State will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.
- 8. CONTENT AND FORMAT OF RESPONSES:** The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this RFP.

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

8.1. COVER LETTER:

- 8.1.1. Confidentiality.** To the extent your bid contains information you consider to be proprietary and confidential, you must comply with the following requirements concerning the contents of your cover letter and the submission of a redacted copy of your bid (or affected portions thereof).
- 8.1.2.** All responses to this RFP will become part of the contract file and will become a matter of public record under the State's Public Records Act, 1 V.S.A. § 315 et seq. (the "Public Records Act"). If your response must include material that you consider to be proprietary and confidential under the Public Records Act, your cover letter must clearly identify each page or section of your response that you consider proprietary and confidential. Your cover letter must also include a written explanation *for each marked section* explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the bidder if the identified material were to be released. Additionally, you must include a redacted copy of your response for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances may your entire response be marked confidential, and the State reserves the right to disqualify responses so marked.
- 8.1.3. Exceptions to Contract Terms and Conditions.** If a Bidder wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the cover letter to the RFP response. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal.

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

- 8.2.1.** Provide details concerning your form of business organization, company size and resources.
- 8.2.2.** Describe your capabilities and particular experience relevant to the RFP requirements and identify all current or past State projects.
- 8.2.3.** Identify the names of all subcontractors you intend to use, the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s), as per RFP section 4.3.2 above.

8.3. REFERENCES. Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.

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

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

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

9. SUBMISSION INSTRUCTIONS:

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

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

9.1.2. There will not be a public bid opening. However, the State will record the name, city and state for any and all bids received by the due date. This information is available upon request to the single point of contact identified on the cover of this RFP.

9.2. BID DELIVERY INSTRUCTIONS: All bid proposals must be submitted in digital format as described below. No hard copies or faxes will be accepted. (During the pendency of the State emergency relating to Covid-19, State office buildings are locked or otherwise closed to the public. Therefore, bids will not be received by means of courier or in-person delivery.)

9.2.1. Bidders MUST provide a download link via email to ACCD.Contracts@vermont.gov

9.2.2. The email subject line must read “MMH Toolkit – Bid Proposal”

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

9.2.4. The bid document must be a single digitally searchable PDF with the following naming convention <<**Vendor Name-MMH Toolkit Bid**>>. The PDF attachment must contain all components of the bid. Multiple emails and/or multiple attachments will not be accepted.

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

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

11. ATTACHMENTS:

11.1. Certificate of Compliance

11.2. Price Schedule

11.3. Sample Standard State Contract form and Attachments

- State of Vermont Standard Contract for Services
- Attachment A – Scope of Work
- Attachment B – Payment Provisions

- Attachment C – Standard State Provisions for Contracts & Grants
- Attachment D – Additional State Provisions for Contracts and Grants

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

CERTIFICATE OF COMPLIANCE

This form must accompany your Bid.

For a bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.

1. **NON-COLLUSION:** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.
2. **CONTRACT TERMS:** Bidder hereby acknowledges they have read, understand, and agree to the terms of this RFP, including the terms outlined in the sample State of Vermont Standard Contract for Services and associated attachments:
 - 2.1. Bidder agrees to procure and maintain throughout contract duration, insurance in compliance with the minimum provisions set forth in Section 8 of [Attachment C - State of Vermont's Standard Provisions for Contracts and Grants](#); and Section 1 of Attachment D – Additional State Provisions for Contract and Grants attached hereto.
 - 2.2. Bidder (except an individual doing business in his/her own name) agree to register with the Vermont Secretary of State's office <https://sos.vermont.gov/corporations/registration/>
 - 2.3. Bidder agrees to obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/> .
3. **ADDENDA:** Acknowledge receipt of Addenda associated with this RFP:

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

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

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

5. **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.

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

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

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

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

3. Please Check all that apply:

- ☐ Bidder can claim on-site renewable power or anaerobic-digester power (“cow-power”). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
- ☐ Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
- ☐ Bidder’s heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
- ☐ Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this? _____
- ☐ Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..
- ☐ Bidder offers employees an option for a fossil fuel divestment retirement account.
- ☐ Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:

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

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

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

Provided Equipment or Product	Note or Comment

7. BIDDER INFORMATION & CERTIFYING SIGNATURE.

Vendor Name: _____ Contact: _____

Address: _____ Telephone: _____

City/State/Zip: _____ Fax: _____

email: _____

Vendor Website: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

END OF CERTIFICATE OF COMPLIANCE

PRICE PROPOSAL

This form must accompany your Bid

- A. Bidder's Price Proposal must be factored in US currency and remain valid for a minimum of 90 days.
- B. **Price Proposal.** The pricing proposed shall be in effect throughout the contract term, up to four years. Please use the table below to provide a fixed-rate price proposal per Task

Deliverable Description	Fixed Price
Task 1 - Design Guide	\$
Task 2 - Builders' Workbook	\$
Task 3 - Community Design	\$
Task 4 Toolkit Production and Training	\$
Total Project Cost	\$

END OF PRICE PROPOSAL

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, [REDACTED] (hereinafter called "State"), and [REDACTED], with a principal place of business in [REDACTED], (hereinafter called "Contractor"). Contractor's form of business organization is [REDACTED]. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of [REDACTED]. 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 \$ [REDACTED].00.

4. **Contract Term.** The period of Contractor's performance shall begin on [REDACTED], 20 [REDACTED] and end on [REDACTED], 20 [REDACTED].

5. **Prior Approvals.** This Contract shall not be binding unless and until all required prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

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

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 9/15/2017)

Attachment D - Other Provisions (if any)

Additional attachments may be lettered as necessary

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

(1) Standard Contract

(2) Attachment D (if applicable)

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

(4) Attachment A

(5) Attachment B

List other attachments, if any, in order of precedence

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

SAMPLE

ATTACHMENT A – STATEMENT OF WORK

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

SAMPLE

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 – ADDITIONAL STATE PROVISIONS FOR CONTRACTS & GRANTS

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

(End of Attachment D)

APPENDIX 1
PERFORMANCE MEASURES & EVALUATION

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

PERFORMANCE MEASURES & EVALUATION			
Benchmarks/Deliverables	Needs Improvement	Met Expectations	Exceeded Expectations
Task 1 - Design Guide			
Task 2 - Builders' Workbook			
Task 3 - Community Design			
Task 4 - Toolkit Production & Training			

Notes:

Name of person completing form

Title

Date