



Agency of Commerce and Community Development
 Department of Housing and Community Development
 National Life Building – North, 6th Floor
 One National Life Drive
 Montpelier, VT 05620-0501
accd.vermont.gov

Request for Proposal (RFP)

MOUNT INDEPENDENCE TRAIL PLANNING

| Key RFP Events | Date & Time |
|-----------------------------|--------------------------------------------------------------------------------|
| Issue Date: | June 14,2024 |
| Bidder’s Conference: | June 24, 2024, at 10:00AM at the Mount Independence State Historic site |
| Questions Due: | July 05, 2024, at 1:00PM |
| Proposals Due: | July 15, 2024, at 1:00PM |

**Mount Independence State Historic Site
 497 Mount Independence Road
 Orwell, Vermont**

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: Sherri Strickland
 email: Accd.contracts@vermont.gov



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1 OVERVIEW

1.1 Purpose. Through this Request for Proposal (RFP) the Department of Housing and Community Development, Division for Historic Preservation (hereinafter the “State”) seeks professional landscape architect/Landscape Designer services for trail planning at the Mount Independence State Historic Site in Orwell, Vermont. This project is funded in part by a generous grant from the Walter Cerf Community Fund of the Vermont Community Foundation.

Mount Independence is more than a state treasure, it’s also a National Historic Landmark with archaeological significance and sensitive rural historic resources. The State seeks plans and designs for two spur trail additions to the trail system. Trail planners or landscape architects shall locate and design two additions to the trail system:

- trail expansion planning and design for Mount Independence.
- Trail planners or landscape architects shall locate and design two additions to the trail system:
- proposed walking trail, “Eastern Walking Trail” off the Baldwin Trail as outlined in the site’s “Trails Master Plan” with modifications as needed based on documentation and surface mapping conducted since 1997 and new interpretive opportunities; and
- a spur walking trail on the western side of Mount Independence, off the north end of the Mount Defiance overlook spur trail and southern start of the Blue Trail, identified for its great potential in a 2023 survey and mapping project.
- Planning of the new walking trails will involve consultation with the site administrator and state archaeologist. Significant elements of the new trails planning to consider are the preservation/conservation of archaeological and natural resources, prevention of erosion, and long-term maintenance needs.
- Attachments:

Also available at

<https://accd.vermont.gov/about-us/bidding-opportunities> Mount Independence Trail Planning

- *Map showing areas designated for two new walking trails.*

[Mount Independence Trail Planning \(003\) \(vermont.gov\)](#)

- *Trail Master Plan and Construction Details.*

[1997 Mount Independence Trails Master Plan.pdf \(vermont.gov\)](#)

[1997 MI Trail Construction Specs.pdf \(vermont.gov\)](#)

1.2 Contract Period & Deliverables. Contracts arising from this RFP will be for a period of **one year** with an option to renew for up to two additional year periods and the **deliverables shall be due within nine months**. The State anticipates the start date will be **July 22, 2024**.

1.3 State’s Single Point of Contact. All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.

1.4 Bidder’s Conference. A mandatory bidders’ conference will be held on site at the date, time and location indicated on the front page of this RFP.

- 1.5 **Question and Answer Period.** Any vendor requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site <https://accd.vermont.gov/about-us/bidding-opportunities> . Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.
- 1.6 **Changes to this RFP.** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at <https://accd.vermont.gov/about-us/bidding-opportunities> . Verbal instructions or written instructions from any other source are not to be considered.
- 1.7 **Assistance.** If a bidder requires assistance in preparing their proposal or needs guidance on socioeconomic certifications, the bidder may contact the office of APEX Accelerator. APEX 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 SCOPE OF WORK

Background. Mount Independence, is a major Revolutionary War site on Lake Champlain in Orwell, is a priority 1 principal site identified in the 2007 National Park Service *Report to Congress on the Historic Preservation of Revolutionary War...in the United States*. Americans built and garrisoned the site in 1776-77 to defend New England against British invasion from the north. In the fall of 1776, the complex here and across the lake at Fort Ticonderoga were one of the country's largest population centers and thwarted a British invasion.

The State of Vermont began purchasing land here in 1961 and owns most of the Mount's southern half. The original six-mile trail system was laid out in 1966. In 1996 the Vermont Division for Historic Preservation built and opened a museum at the site. The site has six miles over four walking and hiking trails that wind past archaeological sites and offer scenic views of Lake Champlain and the countryside. The Baldwin Trail, completed in 2008, meets outdoor standards for handicapped accessibility with gentle grades and compacted crushed stone surfaces, and features a series of engaging interpretive signs at key locations along the trail.

2.1 **Contractor shall locate and design two additions to the trail system:**

2.2.1 Proposed walking trail, "Eastern Walking Trail" off the Baldwin Trail as outlined in the site's "Mount Independence Trails Master Plan" with modifications and expansions as needed based on documentation and surface mapping conducted since 1997 and new interpretive opportunities; and

2.2.2 A spur walking trail on the western side of Mount Independence, off the north end of the Mount Defiance overlook spur trail and southern start of the Blue Trail, identified for its great potential in a 2023 survey and mapping project.

- Conduct necessary field measurements noting length and width of trails and overhead clearance.
- Provide recommendations for foliage to be removed to create trails and

provide vistas to Lake Champlain and the Mount.

- Recommend materials needed for creating trails.
- Map the two trails on existing maps (to be provided by VDHP).
- Prepare the final digital construction documents for the trail, including recommendations for interpretive sign locations.
- Develop cost estimates for construction.

3.3 *Special Instructions:*

3.3..1. Planning of the new walking trails will involve consultation with the site administrator and state archaeologist. Significant elements of the new trails planning to consider are the preservation/conservation of archaeological and natural resources, prevention of erosion, and long-term maintenance needs.

3.3..2. Two drafts of the plans and design will be submitted to VDHP for review and comment.

3 GENERAL REQUIREMENTS:

3.1 *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.

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

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

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

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

3.2.2 *Presentation.* An in-person or webinar presentation by the Bidder may be required by the State if it will help the State's evaluation process. The State will factor information

presented during presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.

3.3 Worker Classification Compliance Requirements. In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.

3.3.1 *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.

3.3.2 *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.**

3.4 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.

3.5 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.

3.5.1 *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.

| *Evaluation Criteria (Please identify key criteria and assign a percentage of consideration {value of importance} used to evaluate and rank proposals) | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Criteria | Consideration % |
| Cost | 25 % |
| Expediency - resources to commence work immediately | 25 % |
| Timeline for project implementation and completion | 25 % |
| Experience | 25 % |
| Total | 100 % |

- 3.6 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.
- 3.7 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.
- 3.8 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.
- 3.8.1 *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/>.
- 3.8.2 The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.
- 3.8.3 *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.
- 3.8.4 *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.

4 CONTENT AND FORMAT OF RESPONSES: The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this solicitation.

4.1 Unsolicited Bidder-Confidential Information Prohibited. Bidders are hereby expressly directed not to include any confidential information in their proposal submissions, except as specifically permitted below, and so marked. By submitting a proposal in response to this RFP, bidders acknowledge and agree to abide by the terms and conditions outlined in this document, including the prohibition on submitting confidential information. This prohibition reduces the burden on the State while preventing bidder-confidential information from entering the public record.

4.1.1 Disclosure under Public Records Act. All information received by the State in response to this RFP will become part of the contract file and subject to Vermont public records law. Responses by any bidder may become available to the public once a contract has been executed or otherwise following conclusion of this procurement process, in accordance with the State's Public Records Act, 1 V.S.A. § 315 et seq., or the State may choose to publicly post them.

4.1.2 State Not Responsible for Disclosure of Unmarked Bidder-Confidential Information. It is the sole responsibility of the bidder to ensure that, other than where specifically directed or permitted by this RFP and accordingly marked as described below, no information that should not be publicly disclosed is included in their proposal materials, including any 1) trade secrets or intellectual property, 2) proprietary financial or business information, 3) personal information, or 4) any other information that should not be disclosed to the public. For example, bidders should avoid including specific details of their proprietary technologies or methodologies that they consider confidential, and any references to previous client engagements should be presented in a manner that does not disclose the client's confidential information.

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

4.3 *Cover Letter.*

4.3.1 Exceptions to Contract Terms and Conditions.

The State will not consider exceptions to contract terms and conditions included with this RFP.

4.4 *Technical Response.* In response to this RFP, Bidder shall address the following:

4.4.1 Provide details concerning your form of business organization, company size and resources.

4.4.2 Describe your capabilities and particular experience relevant to the RFP requirements and identify all current or past State projects.

4.4.3 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 3.3.2 above.

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

- 4.6 **Reporting Requirements.** Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this RFP.
- 4.7 **Certificate of Compliance.** This form must be completed and submitted as part of the response for the proposal to be considered valid.
- 4.8 **Price Proposal.** Bidders shall submit their pricing information in the Price Schedule attached to the RFP.

5 SUBMISSION INSTRUCTIONS:

5.1 **Closing Date.** Bids must be received by the State by the due date specified on the front page of this RFP. Late bids will not be considered.

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

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

Bid Delivery Instructions. All bid proposals must be submitted in digital format as described below. No hard copies, faxes or in-person delivery will be accepted.

5.2.1. Please submit proposals electronically via email to ACCD.Contracts@vermont.gov. Bids must be received by the closing date and tie found on the cover of this RFP

5.2.2. The email subject line must read “**Mt. independence Trail Planning – Bid Proposal**”

5.2.3. The email must contain a PDF attachment of the bid OR contain a viable download link.

5.2.4. The bid document must be a single digitally searchable PDF with the following naming convention “**Vendor Name-RFP Mt. independence Trail Planning.**” The PDF attachment must contain all components of the bid. Multiple emails and/or multiple attachments will not be accepted.

6 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

7 ATTACHMENTS:

- 7.1 Certificate of Compliance Form *(Required with Bid Submission)*
- 7.2 Price Schedule *(Required with Bid Submission)*
- 7.3 Sample State of Vermont Contract Document

State of Vermont Standard Contract for Services

Attachment A – Scope of Work

Attachment B – Payment Provisions

Attachment C – Standard State Provisions for Contracts & Grants

Attachment E – State of Vermont Federal Terms Supplement (Non-Construction)

Exhibit 1 - Worker Classification Compliance Requirement; Subcontractor Reporting Form

Appendix 1 – Performance Measures & Evaluation

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

CERTIFICATE OF COMPLIANCE

This form must accompany your Bid Proposal

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

1. **Non-collusion.** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.
2. **Contract Terms.** Bidder hereby acknowledges they have read, understands and agrees to the terms of this RFP, including all terms of [Attachment C: Standard State Contract Provisions](#), and any other contract attachments included with this RFP.
4. **Executive Order 05-16 – Climate Change Self-Certification:** Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):

1. Bidder owns, leases or utilizes, for business purposes, space that has received
 - Energy Star® Certification
 - LEED®, Green Globes®, or Living Buildings ChallengeSM Certification
 - Other internationally recognized building certification
2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder's place of business. Please explain:

3. Please Check all that apply:
 - Bidder can claim on-site renewable power or anaerobic-digester power (“cow-power”). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double claimed by another party
 - Bidder uses renewable biomass or biofuel for the purposes of thermal (heat) energy at its place of business
 - Bidder's heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants

Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this?

Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc.

Bidder offers employees an option for a fossil fuel divestment retirement account.

Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:

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

5. **Executive Order 02 – 22: Solidarity with the Ukrainian People.** Bidder certifies that none of the goods, products, or materials offered in response to this solicitation are Russian-sourced goods or produced by Russian entities. If Bidder is unable to check the box, it shall indicate in the table below which of the applicable offerings are Russian-sourced goods and/or which are produced by Russian entities. An additional column is provided for any note or comment that you may have.

| Provided Equipment or Product | Note or Comment |
|-------------------------------|-----------------|
| | |
| | |
| | |
| | |
| | |

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

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

Addendum #: _____

Dated: _____

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

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 company / individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date this statement is made.
-
-

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

| | | | |
|-----------------|-------|------------|-------|
| Vendor Name: | _____ | Contact: | _____ |
| Address: | _____ | Telephone: | _____ |
| City/State/Zip: | _____ | Fax: | _____ |
| email: | _____ | | |
| Vendor Website: | _____ | | |
| Signature: | _____ | Date: | _____ |
| Printed Name: | _____ | Title: | _____ |

(End of Certificate of Compliance)

PRICE PROPOSAL

This form must accompany your Bid Proposal

1. Price Proposal Considerations.

- 1.1. Rates shall remain firm for the initial/base term of the contract which is two (2) years. Upon mutual agreement between both parties, the term may be extended for two (2) additional 12-month periods.
- 1.2. Hourly Rate. Blended rates or a range of rates will not be considered, please provide a single hourly rate for each staff member/job title.
- 1.3. Expenses. Out-of-pocket expenses incurred in performance of the work described herein will not be reimbursed by the State.
- 1.4. Price quotation must be valid for a minimum of 90 days or upon contract execution :

2. Price Proposals. (sample only)

2.1. Application development and selection of process of program applicants (Scope of work contained in sections 2.1 through 2.3):

Please submit this as a flat fee \$ _____

2.2. Consultant technical assistance hourly rates. The number of hours must be estimated over the course of the two (2) year base term of the contract:

| Job Title | Hourly Rate | Estimated Hours * | Subtotal |
|---------------|-------------|-------------------|----------|
| | \$ | | \$ |
| | \$ | | \$ |
| | \$ | | \$ |
| | \$ | | \$ |
| | \$ | | \$ |
| | \$ | | \$ |
| | \$ | | \$ |
| | \$ | | \$ |
| | \$ | | \$ |
| Total: | \$ | | \$ |

2.3 Total Maximum Limiting Amount (the sum of 2.1 + 2.2 above): \$ _____

2.4 Upon mutual agreement between both parties, the term may be extended for two (2) additional 12-month periods. The bidder may submit a percent increase of the base rate for each renewal. The renewal rate increases bid will be considered when evaluating bids.

| | | |
|----------------------------------------------------------|-------|---|
| Optional Renewal 1 (year 3) rate increase not to exceed: | _____ | % |
| Optional Renewal 2 (year 4) rate increase not to exceed | _____ | % |
| Optional Renewal 3 (year 5) rate increase not to exceed | _____ | % |

OR

2.2 Fixed Price Deliverables:

| Deliverable Description | Fixed Price |
|--------------------------------|--------------------|
| Deliverable A: | \$ |
| Deliverable B: | \$ |
| Etc. | \$ |
| | |
| Total Project Cost | \$ |

STANDARD CONTRACT FOR SERVICES

- 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.
- Subject Matter.** The subject matter of this contract is XXX Detailed services to be provided by Contractor are described in Attachment A.
- Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, an annual sum of \$\$\$ not to exceed \$\$\$ over the duration of the contract term, inclusive of contract extensions contemplated herein.
- Contract Term.** The period of Contractor’s performance shall begin on START DATE and end on END DATE. Upon mutual agreement, this contract may be extended for three additional twelve (12)-month periods.
- 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.
- 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.
- 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.
- Points of Contact.** Each Party shall designate one primary point of contact for this Agreement. The State’s point of contact is the Contract Manager. Changes or updates to points of contact shall be conveyed in writing and include, at a minimum: contact name, phone number and email. Updates and changes to the Points of Contact shall not alone warrant an Amendment to the Contract but shall be reflected when changes to the terms and conditions require an Amendment.

| Party | Name | Phone | Email |
|-------------|------|-------|-------|
| State: | | | |
| Contractor: | | | |

SAMPLE

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

Attachment A – Scope of Work

Attachment B – Payment Provisions

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

Attachment E – State of Vermont Federal Terms Supplement (Non-Construction) (rev. 07/19/23)

Appendix 1 – Performance Measures & Evaluation

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

1. Standard Contract
2. Attachment C – [Standard State Provisions for Contracts and Grants \(rev. 12/07/23\)](#)
3. Attachment E – State of Vermont Federal Terms Supplement (Non-Construction) (rev. 07/19/23)
4. Attachment A – Scope of Work
5. Attachment B – Payment Provisions
6. Appendix 1 – Performance Measures & Evaluation

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

STATE OF VERMONT

CONTRACTOR

Date: _____

Date: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dept: _____

| |
|------------------------------------------------------------------------------------------------------|
| <i>For internal use only:</i> Distribution: DeptId: Fund: Project: Class: Account: |
|------------------------------------------------------------------------------------------------------|

SAMPLE

ATTACHMENT A – STATEMENT OF WORK

1. Contractor shall

SAMPLE

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified herein.

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

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

3. **Payment Schedule.** (from RFP-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:

SAMPLE

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS
REVISED DECEMBER 7, 2023

[“Attachment C: Standard State Provisions for Contracts and Grants” \(dated December 7, 2023\)](#) constitutes part of this Agreement and is hereby incorporated by reference and link as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. Should the embedded link in the document title become disabled, a copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

(End of Attachment C)

SAMPLE

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 |
| Completeness of designs for implementation | | | |
| Timeliness of submittals | | | |
| Organization with Site Administrator | | | |
| Coordination of design with existing trails and historic site | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Name of person completing form

Title

Date

SAMPLE