

Request for Proposal (RFP)

**NEW ENGLAND REGIONAL DEFENSE
SUPPLY CHAIN OPTIMIZATION
CONSULTING SERVICES**

The State of Vermont, the fiscal agent of the New England Regional Defense Industry Collaboration (NERDIC), seeks a qualified vendor to assist in expanding the defense supply chain ecosystem's use of advanced manufacturing and "Industry 4.0" technologies.

Key RFP Events	Date & Time
Issue Date:	December 21, 2022
Bidder's Conference:	NA
Questions Due:	January 6, 2023, at 1:00PM
Proposals Due:	January 20, 2023, 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 website above for all notifications, releases, and addenda pertaining to this RFP.

State Contact: Michele Snyder
email: Accd.contracts@vermont.gov

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1. OVERVIEW

- 1.1. **Summary.** The State of Vermont, the fiscal agent of the New England Regional Defense Industry Collaboration (NERDIC), seeks a qualified consultant specializing in Industry 4.0 technology and education, and/or the defense industry manufacturing ecosystem to facilitate the utilization of advanced manufacturing technologies within the New England defense supply chain. The focus of this project is to promote to New England's small and mid-sized manufacturers (SMEs), the necessity of optimizing their business and production systems through utilizing advanced manufacturing and Industry 4.0 technologies. The project is a unified regional approach to modernize the supply chain in order to diversify the region's capabilities, boost production, and bolster the defense industry supply chain.
- 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 February 17, 2023.
- 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/non-mandatory 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 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 website <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.** This project is federally funded. 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 SCOPE OF WORK

- 2.1. **Authority.** In 2017 the six New England states—Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont were awarded a joint grant from the U.S. Department of Defense's Office of Local Defense Community Cooperation (OLDCC) (formerly known as the Office of Economic Adjustment (OEA)), to create The New England Regional Defense Industry Collaboration (NERDIC). NERDIC was formed to rectify the shared impediments and challenges weakening the regional defense industry supply chain.
- 2.2. **Purpose.** One of NERDIC's goals is to mobilize the use of technology advancements across the industry's regional ecosystem to modernize and diversify defense manufacturing in the

region to increase contracting capabilities with the Department of Defense (DoD), Primes and Original Equipment Manufacturers (OEMs). NERDIC's strategy is to unify multidisciplinary regional networks, facilitate collaboration and innovation, and promote and support Industry 4.0 solutions. NERDIC has completed Phase I of this endeavor, introducing Industry 4.0 technology to qualified defense vendors in New England. NERDIC produced virtual technology awareness workshops for vendors, and then demonstrated the new advanced manufacturing technologies through partner "demonstration projects." NERDIC defines qualified defense vendors as businesses deriving a minimum of 10% of their revenue from DoD contracts or subcontracts and would be adversely affected by defense budget reductions or whose work can improve industry resilience.

2.3. *Desired Outcomes.* This RFP aims to broaden Industry 4.0 awareness as one solution to the sustainability of New England's defense industry supply chain and develop strategies to eliminate or mitigate the impediments preventing qualified defense vendors from "modernizing" through optimizing advanced technologies throughout their entire enterprise.

2.4. *Approach.* A common and persistent pain point lies directly with New England's Small and Mid-Sized Enterprises' (SMEs) lack of innovation capabilities and inability to meet the production demands of our Prime defense contractors. Consequently, the Primes, who regularly source parts and components from SMEs, are forced to outsource their needs beyond New England and even internationally, which can exacerbate production delays. More importantly, outsourcing depletes the region's economic resource base and leaching dollars out of the local economy.

The selected bidder will assist NERDIC in bolstering the defense industry supply chain ecosystem in New England through three primary strategies:

- ***Education and Awareness.*** Coordinate "demonstration projects" to qualified defense vendors to illustrate how advanced manufacturing and "Industry 4.0" technologies provide operational efficiencies where the return on investment (ROI) far exceeds the cost.
- ***Information Gathering and Action Plan Development.*** Collaborate with appropriate stakeholders and survey qualified defense vendors to investigate and discern barriers to investing in and implementing advanced manufacturing technologies. The data obtained will inform strategies, action plans, and solutions to remediate and/or mitigate impediments to utilizing advanced manufacturing and Industry 4.0 innovation.
- ***Network Building.*** Identify and connect regional partners, stakeholders, and resources that support and assist qualified vendors in adopting/implementing advanced manufacturing technologies—establishing the NERDIC "network of networks."

2.5. *Education and Awareness.* Vendor will:

2.5.1. Coordinate a demonstration project in each of the six (6) NERDIC states. Demonstration Projects illustrate advanced manufacturing and "Industry 4.0" technologies and highlight the benefits they provide to the industry. Examples of previous demonstration projects can be found at <https://nerdic.us/>. Demonstration projects may include new or previously demonstrated technologies.

2.5.2. Collaborate with NERDIC to select potential host sites for each project demonstration. The vendor will solicit volunteer hosts and provide NERDIC with a project demonstration roll-out plan for review and approval by March 31, 2023.

2.5.2.1. In-person project demonstrations are preferred.

2.5.2.2. All (6) project demonstrations are to be completed by January 31, 2024

- 2.5.3. Develop and execute vendor outreach campaigns, event promotion, and marketing plans in collaboration with NERDIC and NERDIC partners for demonstration projects. NERDIC partners include, but are not limited to, each state's Manufacturing Extension Partnership (MEP), Procurement Technical Assistance Center (PTAC), and defense industry consortia
 - 2.5.3.1. Ensure events are not scheduled concurrently with similar, duplicate, competing and/or relevant events. It is paramount the events are promulgated as inclusive and welcoming of all ecosystem members.
- 2.5.4. Collect project demonstration participant data. As described below:
 - 2.5.4.1. Establish a project demonstration registration process to collect the following data: company name, address, contact name, contact title, phone, email, website, legal form of business, number of employees, defense sector service or commodity provided, percent of revenue derived from defense projects, Industry 4.0 technologies currently utilized.
 - 2.5.4.2. Develop and administer a (project demonstration) participant evaluation. Evaluation design should elicit participant perceptions of the technology demonstrated before and after the event; their proclivity to invest, integrate, utilize and/or access local resources of the demonstrated/new technologies; and what impediments prevent them from procuring/utilizing the technology. Ask what other technologies they would like demonstrated and what technology they believe provides optimal ROI.
 - 2.5.4.3. Data must be collected, stored, and shared electronically. NERDIC must have access to data exports quarterly and upon request. Data exports shall be in CSV (comma separated values) format or XLSX (Microsoft Excel) compatible format.

2.6. *Information Gathering and Action Plan Development.* Vendor will:

- 2.6.1. Conduct focus groups and interviews of qualified defense vendors, past and present participants (of project demonstrations), businesses, and NERDIC partners. NERDIC partners include, but are not limited to, each state's Manufacturing Extension Partnership (MEP), Procurement Technical Assistance Center (PTAC), and defense industry-related consortia.
- 2.6.2. Using the intelligence garnered from methods described above (survey, interviews, focus groups, etc.), compile a comprehensive report of findings and recommended action plans to address each finding that NERDIC can undertake over the next 5 years. This report shall also contain potential and viable funding sources.

2.7. *Network Building.* Vendor will:

- 2.7.1. Develop and provide a digital industry and technology resource guide for New England with dedicated sections of resources within each of the NERDIC States. The resources compiled must have the ability and/or resources to assist businesses either (1) in the adoption of advanced manufacturing and "Industry 4.0" technologies or (2) in providing engineering or manufacturing support using these technologies to strengthen the supply chain. The resource guide shall include MEPs, PTACs, post-secondary institutions such as institutes of technology, colleges or universities, Manufacturing USA Manufacturing Innovation Institutes, industry consortia, and private sector providers. Other examples include the Vermont Manufacturing

Collaborative, Connecticut's Manufacturing Innovation Fund Voucher Program, and the UNH John Olson Advanced Manufacturing Center, etc.

2.7.1.1. Information collected should identify the area of specialty, offerings, or support services available. Proprietary information shall not be requested or garnered. For example, The UNH John Olson Advanced Manufacturing Center provides training and contract support for additive manufacturing.

2.7.2. Provide real-time digital feeds of resource guide updates to NERDIC's designee. Digital feeds shall be exported in CSV (comma-separated values) format or XLSX (Microsoft Excel) compatible format.

2.8. *Administrative Deliverables.* Vendor will:

2.8.1. Conduct a kick-off meeting with NERDIC and the project manager to develop a communication plan and deliverable-specific project timeline.

2.8.2. Conduct virtual meetings with NERDIC and the project manager to provide project status, review data, and analysis, identify pain points, recommend solutions or course corrections, and/or project timeline recalibration. The meeting cadence shall be at a minimum of monthly or as NERDIC dictates.

3. GENERAL REQUIREMENTS:

3.1. *Pricing.* This Contract will run no later than March 31, 2024. Payment terms are Net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documentation. Vendors shall submit detailed invoices itemizing all work performed and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. The amount payable under this contract is not intended as any form of the guaranteed amount. The Vendor will be paid for products and services actually delivered or performed, as specified in the SOW, up to the maximum budgeted amount.

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, 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	Consideration %
Experience and Qualifications of Key Staff and Subcontractors	20%
References (<i>proven success</i>)	10%
Overall Strategy and Approach, Methodology	35%
Creativity / Innovation	20%
Cost, Budget Approach & Value	15%
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 ending the proposal process entirely.

3.7. Cost of Preparation. Bidder shall be solely responsible for all expenses incurred in preparing 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. 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.

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 RFP. At a minimum, the bid response will include a Cover Letter, Technical Response, Certificate of Compliance, and Price Proposal.

4.1. Cover Letter.

4.1.1. Confidentiality. To the extent your bid contains information you consider to be proprietary and confidential, you must comply with the following requirements concerning the contents of your cover letter and the submission of a redacted copy of your bid (or affected portions thereof).

4.1.2. All responses to this RFP will become part of the contract file and will become a matter of public record under the State's Public Records Act, 1 V.S.A. § 315 et seq. (the "Public Records Act"). If your response must include material that you consider to be proprietary and confidential under the Public Records Act, your cover letter must clearly identify each page or section of your response that you consider proprietary and confidential. Your cover letter must also include a written explanation **for each marked section** explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the bidder if the identified material were to be released. Additionally, you must include a redacted copy of your response for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages or to redact the titles/captions of tables and figures. Under no circumstances may your entire response be marked confidential, and the State reserves the right to disqualify responses so marked.

4.1.3. Exceptions to Contract Terms and Conditions. If a Bidder wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the cover letter to the RFP response. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal.

- 4.2. **Technical Response.** In response to this RFP, Bidder shall include the following information:
- 4.2.1. Identify your legal form of business organization, company size, and resources.
 - 4.2.2. Describe your capabilities, resources, area of expertise, special certifications, and experience pertinent to the scope of work and project objective, particularly within the defense industry manufacturing ecosystem, advanced manufacturing, and "Industry 4.0" technologies. Please identify all current or past State projects.
 - 4.2.3. Identify personnel assigned to this project, their roles and responsibilities, and pertinent experience and resumé.
 - 4.2.4. Identify the names of all subcontractors you intend to use, the portions of the work the subcontractors will perform, and provide a summary of their background, experience, and/or resumé.
 - 4.2.5. Propose a comprehensive project timeline identifying activities, deliverable due dates, and their associated cost projection.
 - 4.2.6. Describe experience coordinating public and private entities, institutions of higher education, and working with multiple state agencies. Describe your experience and working relationship with the National Institute of Standards and Technology (NIST) network, specifically the MEP in each of the 6 New England States.
 - 4.2.7. Provide relevant case studies.
- 4.3. **References.** Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 24 months. You must include contact names who can talk knowledgeably about performance.
- 4.4. **Reporting Requirements.** Provide a sample of any reporting documentation that may be applicable to the scope of work.
- 4.5. **Certificate of Compliance.** This form must be completed and submitted as part of the response for the proposal to be considered valid.
- 4.6. **Price Proposal.** Bidders shall submit their pricing information in the Price Schedule attached hereto.

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 on the webpage indicated on the front page of this RFP.
 - 5.1.2. The State, as a part of its bid opening procedures for each bid received by the due date and time, will record the bidder's name, city, and state. This information will be posted on the website found on the cover page of this RFP. The posting will be referenced as "<<RFP Title>> Bid Tab" (tabulation).
- 5.2. **Bid Delivery Instructions.** All bid proposals must be submitted in digital format as described below. No hard copies, faxes, or in-person delivery will be accepted.
- 5.2.1. Please submit proposals electronically via email to ACCD.Contracts@vermont.gov. Bids must be received by the closing date and tie found on the cover of this RFP.
 - 5.2.2. The email subject line must read "NERDIC 2022– 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 – NERDIC 2022 Bid**. 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 checklist identifies the 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 D – Additional 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, 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 and requirements of this RFP, its attachments, and sample Standard Contract for Services document and its attachments.
3. ***Worker Classification Compliance Requirement.*** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

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

Summary of Detailed Information	Date of Notification	Outcome

- 3.2. ***Subcontractor Reporting.*** Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts
4. ***Executive Order 05-16 – Climate Change Self-Certification:*** Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):

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

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

- Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc.
- Bidder offers employees an option for a fossil fuel divestment retirement account.
- Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:

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

climate change:

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

Provided Equipment or Product	Note or Comment

6. **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:	_____

7. **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.

8. Bidder Information.

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. Price quotation must be valid for a minimum of 90 days or upon contract execution :

2. **Price Proposal.**

- 2.1. Please identify the job titles of personnel assigned to this project and their respective fixed hourly rate. Blended rates or a range of rates will not be considered.
- 2.2. Fixed hourly rates should be inclusive of all fees, fringe, and expenses, including travel.
- 2.3. 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
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Totals:	\$		\$

- 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 hourly rate for each renewal year. The renewal rate increase, if opted, 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 _____ %

3. **Expenses are not billable.**

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, **Department** (hereinafter called “State”), and **XXX**, with a principal place of business in **XXX**, (hereinafter called “Contractor”). Contractor’s form of business organization is **XXX**. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is **XXX**. Detailed services to be provided by Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$.
4. **Contract Term.** The period of Contractor’s performance shall begin on **START DATE** and end on **END DATE**. Upon mutual agreement, this contract may be extended for two additional twelve (12)-month periods.
5. **Prior Approvals.** This Contract shall not be binding unless and until a requisite prior approvals have been obtained in accordance with current State law, regulations and interpretations.
6. **Amendment.** Changes, modifications, or amendments to the terms and conditions of this contract shall be reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.
8. **Points of Contact.** Each Party shall designate one primary point of contact for this Agreement. The State’s point of contact is the Contract Manager. Changes or updates to points of contact shall be conveyed in writing and include, at a minimum: contact name, phone number and email. Updates and changes to the Points of Contact shall not alone warrant an Amendment to the Contract but shall be reflected when changes to the terms and conditions require an Amendment

Party	Name	Phone	Email
State:			
Contractor:			

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

- Attachment A – Scope of Work
- Attachment B – Payment Provisions
- Attachment C – Standard State Provisions for Contracts and Grants (rev. 12/15/17)
- Attachment D – Additional Standard Provisions for Contracts and Grants
- Attachment E – State of Vermont Federal Terms Supplement (Non-Construction)
- Exhibit 1 – Subcontractor Reporting Form
- Appendix 1 – Performance Measures & Evaluation

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

1. Standard Contract
2. Attachment C – Standard State Provisions for Contracts and Grants (rev. 12/15/17)
3. Attachment D – Additional Standard Provisions for Contracts and Grants
4. Attachment E – State of Vermont Federal Terms Supplement (Non-Construction)
5. Attachment A – Scope of Work
6. Attachment B – Payment Provisions
7. Exhibit 1 – Subcontractor Reporting Form
8. Appendix 1 – Performance Measures & Evaluation

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

STATE OF VERMONT

CONTRACTOR

Date: _____

By: _____

Name: _____

Title: _____

Dept: _____

Date: _____

By: _____

Name: _____

Title: _____

For internal use only:

Distribution:
 DeptId:
 Fund:
 Project:
 Class:
 Account:

ATTACHMENT A – STATEMENT OF WORK

1. Contractor shall

SAMPLE

ATTACHMENT B – PAYMENT PROVISIONS

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

1. **Required Documents.** Prior to commencement of work and release of any payments, Contractor shall submit to the State 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 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 demization, 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:
accd.accountspayable@vermont.gov

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 equal 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 15 ("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 program) to an officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best effort 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)

SAMPLE

ATTACHMENT D - ADDITIONAL STATE OF VERMONT CONTRACT & GRANT PROVISIONS

1. **Professional Liability Insurance.** Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for services performed under this Agreement, with minimum coverage as required by the Agency of Administration but not less than \$1,000,000 per claim and \$2,000,000 policy aggregate.
2. **Ownership of Equipment.** Any equipment or IT software purchased by or furnished to the Contractor/Grantee by the State under this Agreement is provided on a loan basis only and remains the property of the State.
3. **Publications.** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared in written or oral form by the Contractor/Grantee under this Agreement shall be reviewed and approved by the State prior to release.
4. **Copyright:** Upon full payment by the State, all products of the contractor's work, including but not limited to outlines, reports, charts, sketches, drawings, artwork, plans, photographs, specifications, estimates, computer programs, or similar documents, becomes the sole property of the State of Vermont and may not be copyrighted or resold by Contractor/Grantee. The Contractor/Grantee will exercise due care in creating or selecting material for publication to ensure that such material does not violate the copyright, trademark, or similar rights of others. To the extent the Contractor uses copyrighted materials in performance of work under this Contract/Grant, the Contractor/Grantee shall document and provide the state with the precise terms of the licensed use granted to the State by the owner of the copyright for future use of the copyrighted material. The Contractor/Grantee shall not use any copyright protected material in the performance of the work under this contract that would require the payment of any additional fee not contemplated herein for present or future use of the same by the State.

(End of Attachment D)

SAMPLE

**ATTACHMENT E - STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction) for
all Contracts and Purchases of Products and Services Using Federal Funds**
(Revision date: July 28, 2022)

PROCUREMENT OF RECOVERED MATERIALS

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

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

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

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

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.

2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General
 - a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
 - b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
 - c. No compensation will be allowed for items eliminated from the Contract.
 - d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.
2. Contractor Obligations. After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:
 - a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
 - b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
 - c. Terminate and cancel any orders or subcontracts not related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
 - d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
 - e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire an interest.
 - f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.
3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.
4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

EXHIBIT 1 - SUBCONTRACTOR REPORTING FORM

This form must be completed in its entirety and submitted prior to contract execution and updated as necessary and provided to the State as additional subcontractors are hired.

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total project costs exceeding \$250,000.00 requires bidders to comply with the following provisions and requirements.

Contractor is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

Subcontractor	Insured By	Subcontractor's Sub	Insured By

SAMPLE

Date: _____

Company Name: _____ Contact: _____

Address: _____ Telephone: _____

City/State/Zip: _____ Fax: _____

email: _____

Vendor Website: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Worker Classification Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

**APPENDIX 1
PERFORMANCE MEASURES & EVALUATION**

The 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

SAMPLE

Name of person completing form

Title

Date