

## 1 Request for Proposal (RFP)

### HOSPITALITY MANAGEMENT TRAINING PROGRAM

Key RFP Events	Date & Time
Issue Date:	
Bidder's Conference:	N/A
Questions Due:	August 09, 2024, at 1:00 PM
Proposals Due:	August 19, 2024, at 4:30 PM

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, Contract & Grants Administrator  
Telephone: (802) 461-6106  
email: [Accd.contracts@vermont.gov](mailto:Accd.contracts@vermont.gov)



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## 1. OVERVIEW

- 1.1 **Purpose.** Through this Request for Proposal (RFP) the Agency of Commerce & Community Development, Department of Tourism & Marketing (hereinafter the “State”) intends to establish contracts with one or more companies that can provide a Hospitality Management Training Program.
- 1.2 **Contract Period.** Contracts arising from this RFP will be for a period of one year with an option to renew for up to two additional twelve-month periods. The State anticipates the start date will be September 1, 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 bidders’ conference will not be held
- 1.5 **Question and Answer Period.** Any vendor requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State’s web site <https://accd.vermont.gov/about-us/bidding-opportunities> <http://www.bgs.state.vt.us/pca/bids/bids.php>. Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.
- 1.6 **Changes to this RFP.** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at <https://accd.vermont.gov/about-us/bidding-opportunities> . Verbal instructions or written instructions from any other source are not to be considered.
- 1.7 **Assistance.** If a bidder requires assistance in preparing their proposal, registering with SAM.gov, or needs guidance on socioeconomic certifications, the bidder may contact the Agency of Commerce & Community Development (ACCD), Department of Economic Development (DED), APEX Accelerator. The Vermont APEX Accelerator (formerly the Procurement Technical Assistance Center (PTAC)) specializes in helping small businesses navigate the documentation associated with State and Federal procurement. There is no cost to the Contractor for assistance provided by APEX Accelerator. Their website is: <https://accd.vermont.gov/economic-development/programs/ptac>.

## 2. PROJECT SCOPE OF WORK

The Vermont hospitality industry is facing some of the same workforce challenges as other sectors in Vermont, but even more acutely due to the significant upheaval experienced during and following the Covid pandemic. To successfully serve the guests that come to Vermont and contribute to the \$3 billion in economic activity generated by visitors, the hospitality industry is in immediate need of a new pipeline of well-trained, career-oriented individuals. In addition to needing to replace a depleted workforce, there are also many Vermonters without the proper skills and training to break out of entry-level positions within the hospitality sector that would benefit from additional career development opportunities.

2.1 **Scope of Services:** The State of Vermont seeks proposals from one or more organizations to develop a hospitality management training program to offer a structured career development pathway for currently employed individuals, as well as individuals exploring hospitality as a profession, with opportunities for skill building, education and hands-on experience. The funding available is intended to help launch a hospitality program as described, but there is currently no funding available for on-going operation of such a program. Funds must be expended by August 30, 2025. The proposals are to include, but not limited to:

- A formal mechanism to recognize the training completed (e.g. in the form of a certificate or other transferable qualification) is preferred.

2.2 **Program Elements:** Proposals will need to explain how the proposed training program will address and/or include the following elements:

- Curriculum development
- A learning framework, either through in-person classes or online instruction
- Training or required expertise for instructors
- Opportunities for hands-on experience and instruction
- Marketing the available training program to potential participants
- Mechanism to document participation and skills/education attained

2.3 **Program Delivery:** Proposals will need to explain how the proposed training program will provide the following deliverables:

- Curriculum: How many and what types of courses will be offered?
- Framework: How will instruction be delivered? What will the requirements be for successful completion (e.g. classes taken, projects competed, etc.)?
- Instructors: How will instructors be trained or recruited? What qualifications will they be required to have or obtain?
- Experiential Opportunities: How will the program provide hands-on training?
- Timeline: When could instruction begin? When would marketing efforts begin? What would a 'typical' student schedule look like from enrollment to completion?
- Students: How many students are anticipated to be enrolled? Is there a specific student-profile or target audience for this program? Please provide projected enrollment numbers for the next 3 years.
- Marketing: How will potential participants be recruited to participate?
- Credential: What document or other credentials will result from successful participation in the program?
- Sustainability: How will this program be sustained after this initial funding is expended?

### 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.

- 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.
- *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.

- *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.
- *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.

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

3.6 **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.

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

Criteria	Consideration
Quality and comprehensiveness of solution proposed (will the training program achieve the desired objectives?)	30%
Alignment with the needs of Vermont workers and employers (is this a solution that is uniquely suited to Vermont?)	30%
Qualifications (does the applicant have the experience to provide a quality program and instruction?)	30%
Price and Proposed Deliverables (what is included in the price?)	10%

3.7 **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.

- 3.8 **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.
- 3.9 **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.
- **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/>.
  - The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.
  - **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.
  - **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.

**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.

- 3.10 **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.
- **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.

- *Unsolicited Confidential Materials.* This RFP does not solicit bidder confidential information and bidders are expressly prohibited from providing confidential information in response to this RFP. All materials furnished by bidders in response to this RFP, including those marked as confidential by bidders, are subject to disclosure if requested under the Public Records Act, or public posting.
  - *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.
- 3.11 **Cover Letter.** Provide a cover letter, on company letterhead, to introduce the bidder, and provide a brief description of the business, its service offerings, specialties and longevity in the industry. In addition, the cover letter should briefly highlight key attributes ideally suited for the services sought in the RFP that will be explored further in the technical response
- *Exceptions to Contract Terms and Conditions.* The State will not consider exceptions to contract terms and conditions included with this RFP.
- 3.12 **Technical Response.** In response to this RFP, Bidder shall address the following:
- Provide details concerning your form of business organization, company size and resources.
  - Describe your capabilities and particular experience relevant to the RFP requirements and identify all current or past State projects.
  - 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.
- 3.13 **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.
- 3.14 **Reporting Requirements.** Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this RFP.
- 3.15 **Certificate of Compliance.** This form must be completed and submitted as part of the response for the proposal to be considered valid.
- 3.16 **Price Proposal.** Bidders shall submit their pricing information in the Price Schedule attached to the RFP.

#### **SUBMISSION INSTRUCTIONS:**

- 3.17 **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.



- 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.
- 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](mailto: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 “<<Hospitality Management Training Program >> – 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- Hospitality Management Training Program >>. The PDF attachment must contain all components of the bid. Multiple emails and/or multiple attachments will not be accepted.

**4 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

**5 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 – General Conditions for Construction Contracts
  - 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.
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 Challenge<sup>SM</sup> 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:

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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:

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

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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 one (1) year. Upon mutual agreement between both parties, the term may be extended for two (2) additional 12-month periods.
- 1.2. Expenses. Out-of-pocket expenses incurred in the performance of the work described herein will not be reimbursed by the State.
- 1.3. Price quotation must be valid for a minimum of 90 days or upon contract execution:

2. **Price Proposals**

- 2.1. Please provide total price for each proposal element:

<b>Proposal Element</b>	<b>Description of what is included</b>	<b>Price</b>
Program Management		\$
Curriculum Development		\$
Instruction		\$
Marketing		\$
<b>Total:</b>		<b>\$</b>

# SAMPLE

## 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, **an annual sum of \$\$\$ not to exceed \$\$\$ over the duration of the contract term, inclusive of contract extensions contemplated herein.**
4. **Contract Term.** The period of Contractor’s performance shall begin on **START DATE** and end on **END DATE**. Upon mutual agreement, this contract may be extended for **three** additional twelve (12)-month periods.
5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.
6. **Amendment.** Changes, modifications, or amendments to the terms and conditions of this contract shall be reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.
8. **Points of Contact.** Each Party shall designate one primary point of contact for this Agreement. The State’s point of contact is the Contract Manager. Changes or updates to points of contact shall be conveyed in writing and include, at a minimum: contact name, phone number and email. Updates and changes to the Points of Contact shall not alone warrant an Amendment to the Contract but shall be reflected when changes to the terms and conditions require an Amendment.

Party	Name	Phone	Email
State:			
Contractor:			

9. **Attachments.** This contract consists of [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 \(rev. 12/07/23\)](#)
- Attachment D – Additional Standard Provisions for Contracts and Grants
- Attachment E – State of Vermont Federal Terms Supplement (Non-Construction) (rev. 07/19/23)
- 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 \(rev. 12/07/23\)](#)
3. Attachment D – Additional Standard Provisions for Contracts and Grants
4. Attachment E – State of Vermont Federal Terms Supplement (Non-Construction) (rev. 07/19/23)
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

## 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 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 itemization, etc.)**
4. **Invoices.** Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
  - a. All invoices must include the Contract ##### for this contract.
  - b. Invoices shall be submitted to the State electronically to the following email address:

**ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**  
**REVISED 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>.

## 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)

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

(Revision date: *July 19, 2023*)

### **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 for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

### 3. Claim by Contractor

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

### 4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. 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.**

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

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

Subcontractor	Insured By		Subcontractor's Sub	Insured By

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

email: \_\_\_\_\_

Vendor Website: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

**APPENDIX 1**

**PERFORMANCE MEASURES & EVALUATION**

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

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

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

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

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