

**ATTACHMENT D
PROCUREMENT PROCEDURES
AND
OTHER GRANT REQUIREMENTS**

I. Procurement Procedures

A. Background:

Municipal planning grants are state funds granted to municipalities. Procedures for spending these funds should be consistent with the principles of fair access for vendors of goods and services that govern the expenditure of state funds directly by state government.

Procurement refers to the purchase of personal services (performed by people) or tangible goods. The grantee may use its established procurement procedures provided they are at least equivalent to the standards set forth below.

B. Methods of Procurement:

1. Purchases of material goods under \$500– The Grantee is not required to obtain price or rate quotations for material goods under \$500, such as materials for a public meeting.
2. Purchases of personal services greater than \$500 and up to and including \$1,000 – the Grantee is required to obtain price or rate quotations, but no less than two, and maintain a record of the same in its files but is not required to contract for such services.
3. Contracts up to and including \$10,000 – the Grantee is required to obtain price or rate quotations from a reasonable number of sources, but no less than two, and maintain a record of the same in its files.
4. Contracts for more than \$10,000 – Competitive Selection: An RFP or RFQ should be broadly publicized. Depending on the subject matter of the contract, notice should be published in local newspapers, newspapers of general circulation, relevant websites, and/or trade or professional publications, as the circumstances warrant. Grantee may also solicit bids from potential contractors directly.
 - a. Proposals/qualifications shall be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the project.
 - b. The RFP/RFQ shall identify the scope of services, the procedural and substantive requirements of the bidding process, the key elements of the contract to be signed by the successful bidder, and all significant evaluation criteria, including their relative importance in the selection process.
 - c. The Grantee shall document the method it uses to objectively evaluate the proposals and to make its final selection. Such documentation shall be

maintained in Grantee's official records.

- d. The contract shall be awarded to the bidder whose proposal is most responsive to the RFP/RFQ evaluation criteria taking into consideration price and other factors identified by the Grantee.
5. Noncompetitive Selection: This method of procurement may be used when competitive selection is not possible for any of the following reasons:
 - a. The item or service is available only from a single source.
 - b. Public emergency or urgent need for the service or item does not allow time for a competitive selection process.
 - c. After solicitation of a number of sources, competition is determined inadequate.

The Grantee must maintain in its files a thorough explanation of why non-competitive procurement is appropriate under the circumstances.

In no event shall any contract greater than \$10,000 be sole sourced without prior written approval from the Department.

6. Other Methods of Selection: Grantee may use alternative procurement methods with the prior written approval of the Department.
7. Negotiations with Potential Contractors: The Grantee may select the winning bidder based on the responses to the RFP/RFQ, and then negotiate final terms of the contract with that entity.

C. Exceptions to Procurement Requirements:

1. Use of the regional planning commission (RPC) as agent (for rural towns and consortium projects only): If the Grantee is a rural town as defined in Vermont Statutes Title 24 section 4303 (25), or is a consortium of two or more municipalities, Grantee need not engage in competitive procurement procedures to contract with the RPC, subject to the following:
 - a. The Grantee must identify the RPC as its agent for carrying out the provisions of this Agreement. As such, the RPC will be responsible for grant reporting and other administration associated with the grant. The Grantee will remain responsible for writing checks, and other fiscal agent tasks.
 - b. The RPC must document and justify its charges. All charges must be in accord with local standards for similar work.
 - c. Any contracts awarded by the RPC to other contractors or suppliers in connection with this Agreement must follow these procurement standards and must incorporate the contract provisions contained in Sections E and F, below.

2. Use of Contractor selected in competitive process at an earlier stage: If the Grantee engaged in a competitive procurement process as part of developing its Grant Application, and selected a contractor at that time, there is no requirement to re-open the selection process, provided that the scope of work remains substantially similar to what was in the Contractor's proposal.
3. Use of same architect, engineer, or other professional at different stages of the same project. If the Grantee is satisfied with the qualifications and performance of the architect, engineer or other professional who was awarded and performed some work with a clear and direct connection to the grant's scope of work and subject, it may offer that firm or individual additional work under the grant agreement without going through the competitive selection process.
4. Use of an appointed non-staff municipal attorney for a legal review of a deliverable.
5. If the Grantee utilized the services of a consultant to prepare its grant application but did not go through a competitive process to select that consultant, the grantee must make the application available to prospective bidders as part of the RFP/RFQ process to ensure a fair and open competition among vendors.
6. Waiver: Upon prior request by the Grantee, the Department may waive any provision of the procurement procedures not required by law whenever it is determined that undue hardship will result from applying the requirement and that the best interests of the State are served by such waiver.

D. Conflict of Interest:

Conflict of interest is defined as "a significant pecuniary interest of an elected officer of the municipality, or of an appointed official whose work is related to the subject of this grant, or a member of such a person's immediate family or household, or of a business associate of such a person, in the selection of a vendor of goods and/or services under this grant."

The municipality must avoid actual conflicts of interest in this grant program. In addition, it should be sensitive to the appearance of conflict of interest with respect to its procurement of goods and services using these grant funds, and consult the Department when questions arise.

E. Contract Requirements:

1. For personal services or goods up to and including \$1,000, a written contract is not required although it is recommended. Any written contract should address the issues outlined below.
2. Form of contract for personal services over \$1,000 (required):
 - a. A written contract signed by an authorized representative of (1) the Contractor and (2) the Grantee's legislative body is required. The contract must identify: the parties, the subject matter, the scope of work, the maximum amount to be paid, the products to be delivered and the duration of the contract. The contract should also contain provisions for amendment, cancellation, attachments, and controlling law. See model personal services

contract at

https://outside.vermont.gov/agency/ACCD/ACCD_Web_Docs/CD/CPR/Funding-and-Incentives/Municipal-Planning-Grant/CPR-MPG-Sample-Contract.doc

- b. The contract shall include the basis for the total cost or contract price, an itemization of all costs for materials, personal services, which include the hiring of staff, the names of any persons whose participation the Grantee considers to be crucial to the award of the contract and provisions for what to do if such persons need to be replaced, consultants, and any other purchased items which together add up to the total cost.
- c. Payment provisions shall include the schedule of payment. It is useful to schedule the withholding of a percentage, such as 10%, until the Grantee is sure the work has been satisfactorily completed, for instance, until after the report has been completed and Grantee has reviewed it, or until Grantee has found the product to work as it was intended.
- d. All relevant products must be compatible with the Vermont Geographic Information System (VGIS) and meet all VGIS standards, which are available from the Vermont Center for Geographic Information.

F. Standard State Requirements of Bidders:

Grantees must ensure the following requirements are met by those awarded a contract and are explicitly included in any such contract:

1. The Contractor will maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to costs incurred under this Agreement and make them available at reasonable times to the Grantee and the State during the period of this contract and for three years thereafter for inspection by any authorized representatives of the State. The official records, however, will be maintained by the Grantee. 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, including any period for filing an appeal. The Grantee and the State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this contract.
2. The Contractor certifies under the pains and penalties of perjury that he or she 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 the Contractor signs this contract.
3. The Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the prior written approval of the State. The Contractor also agrees to include in all subcontract agreements a tax certification in form substantially identical to paragraph 2 above.
4. The Contractor agrees to comply with the requirements of Title 21 of the Vermont Statutes, sections 495-496, relating to fair employment practices, to the extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, that qualified individuals with disabilities receive

equitable access to the services, programs, and activities provided by the contractor. Contractor further agrees to include this provision in all subcontracts.

5. The Contractor states that as of the date the contract 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 and is in full compliance with that plan. Contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Contractor is a resident of Vermont, Contractor makes this statement with regard to support owed to any and all children residing in any other state, territory, or possession of the United States.

II. Press and Public Communication

If the Grantee, Subgrantee, or contractor issues any press release, public communication or product pertaining to the Project assisted by this Agreement, it shall include a statement that the project is funded by a Municipal Planning Grant awarded by the Department of Housing and Community Development.

III. GIS Work

For any projects including a GIS component:

1. The Grantee shall ensure that any contracts, subgrant agreements or subcontracts that are issued through this grant to develop GIS data shall require that the contractor, subgrantee, or subcontractor complete the [GIS Data Submission Online Intake Form](#) as part of its final work product.
2. With the GIS Data Submission Online Intake Form, Grantee shall also submit digital copies of GIS data produced with the Grant Award or any portion thereof if such data is not already available in the Vermont Open Geodata Portal. Digital GIS data includes spatial and tabular data attributes, documentation files, and must meet applicable standards as to data format and documentation of all products using the VGIS metadata standard. *Note: It is not necessary to submit subsets of data layers that are already listed in the VGIS Data Catalog (data hosted at the Vermont Open Geodata Portal). A subset would be an extract of existing data, such as road centerline data, for example.*
3. Digital Spatial Data will be submitted via the GIS Data Submission Online Intake Form as a single .zip file with documents in the Vermont State Plane Coordinate System, as specified in Title 1, Chapter 17 § 671- 679. Any of the following file formats is acceptable:
 - a. .shp (Shapefile – which also consist of files with other extensions such as .dbf and .shx)
 - b. .dwg (CAD file)

c. .dxf (CAD file)

4. All data and materials created or collected under this Agreement – including all digital data – are public records. The parties may utilize the information for their own purposes but shall not copyright these materials.

[Technical assistance and information on these GIS standards, guidelines and procedures are available from the Vermont Center for Geographic Information, Inc. (vcgi.vermont.gov or 802-585-0820).]

IV. Final Documents

All paper and electronic documents, plans, data, materials, and work products produced with State grant funding are public records. The parties may utilize the information for their own purposes but shall not copyright these materials. No proprietary products may be produced without authorization in writing by the Department of Housing and Community Development.

V. Termination

In the event of termination prior to disbursement of the entire grant amount, the parties shall agree upon the termination conditions and, in the case of partial terminations, the work that will be deleted from the Work Plan. The Grantee shall not incur new obligations for the terminated portion after the date of termination and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed credit for non-cancelable obligations properly incurred prior to termination, to the extent funds are available and at the discretion of the Department.

If the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or violate any of the covenants, agreements, or stipulations of this Agreement, the Department shall have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the date thereof.

[END OF ATTACHMENT D]