

### Vermont Criminal Justice Council

317 Academy Rd. | Pittsford VT  05763

802-483-6228 phone |802-483-2343

<https://www.vcjc.vermont.gov>

SEALED BID

# REQUEST FOR PROPOSAL

Project Manager for Alternative Paths to Law Enforcement Officer Certification

**ISSUE DATE February 12, 2024**

**QUESTIONS DUE February 23, 2024 – 3:00 PM (EST)**

**RFP RESPONSES DUE BY March 8, 2024 – 3:00 PM (EST)**

**PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND ADDENDUMS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:**

[https://vcjc.vermont.gov/about-us/rfp](https://www.vermontbusinessregistry.com)

**THE STATE WILL MAKE NO ATTEMPT TO CONTACT INTERESTED PARTIES WITH UPDATED INFORMATION.   IT IS THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK THE ABOVE WEBPAGEFOR ANY AND ALL NOTIFICATIONS, RELEASES AND ADDENDUMS ASSOCIATED WITH THIS RFP.**

**STATE CONTACT: Lindsay Thivierge**

**E-MAIL:** **Lindsay.thivierge@vermont.gov**

1. **OVERVIEW:**
	1. **SCOPE AND BACKGROUND:** The Vermont Criminal Justice Council (VCJC) in partnership with the Department of Public Safety (DPS) is seeking a project manager to facilitate establishing a non-residential alternative to the residential Vermont Police Academy (VPA) in Pittsford, Vermont through an anticipated partnership between the VCJC and a third-party vendor funded by a federal grant. The goal of this project is to identify and implement an alternate route to law enforcement officer certification with a college, university, or other institution in addition to the training provided at the VPA.

The VCJC and DPS are seeking a project manager to implement all aspects of this project over a timeframe of approximately four years. The project manager is responsible for the following primary duties:

* Managing the federal grant for this project and complying with state contracting requirements, including drafting requests for proposals (RFPs), vetting those proposals with relevant stakeholders, assisting DPS, VT Police Academy staff, and VCJC members in selecting a proposal, ensuring the proposal is implemented by the selected vendor in a timely manner over the project timeframe, and ensuring compliance with all federal and state grant and contract conditions and requirements. The vendor selected in the RFP process and funded by the federal grant will be the college, university, or other institution that provides an alternative path to law enforcement officer certification in Vermont.
* Establishing the detailed, substantive requirements of the RFP(s) in the subject matter area of alternative paths to law enforcement officer certification by researching the subject matter and collaborating with stakeholders.
* Facilitating the development of VCJC regulatory rules regarding alternative, non-residential law enforcement training academies
* Understanding the VCJC Rules, the rulemaking process and collaborating with subject matter experts and stakeholders to keep them current with the progress of this project as required.
* Collaborating with identified stakeholder groups, VT Police Academy, DPS staff, VCJC members, form and lead an Alternative Paths Steering Committee, on each phase of the project, including presenting to and gathering input from these groups and presenting to various bodies including the Vermont Legislature and the VCJC, as needed.

The project manager will also be responsible for additional, related duties identified by VT Police Academy over the course of the project. The project manager will work closely with the relevant staff and members to implement the substantive aspects of the federal grant project and the rulemaking responsibilities. The project manager will also work closely with DPS staff to comply with federal and state grant and contract conditions and requirements.

Applicants should have demonstrated experience managing complex projects with preference for experience with the Vermont criminal justice system, federal grant management, presenting to public bodies. Strong communication skills and the ability to problem solve in a collaborative manner across stakeholders with diverse views required. Subject matter experience with law enforcement officer certification and alternative paths to certification is preferred.

The project manager, based at the VT Police Academy, will report to the Executive Director, Vermont

Criminal Justice Council/Vermont Police Academy or designee. The work assignment is generally remote

with in-person attendance at the discretion of the Director. Some travel may be required. The project

manager would need to be available during normal business hours, with occasional evening work or

meetings.

* 1. **CONTRACT PERIOD:** Contracts arising from this RFP will be for a period of 24 months with an option to renew for up to two additional twelve-month periods. The State anticipates the start date for such contract(s) will commence as soon as possible.
	2. **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.
	3. **QUESTION AND ANSWER PERIOD:** Any bidder 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://vcjc.vermont.gov/about-us/rfp. 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.
	4. **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://vcjc.vermont.gov/about-us/rfp](https://www.vermontbusinessregistry.com). Modifications from any other source are not to be considered.

1. **DETAILED REQUIREMENTS/DESIRED OUTCOMES:**

The details of the requirements and desired outcomes for this RFP are outlined in Section 1.1: Scope and Background.

1. **GENERAL REQUIREMENTS:**
	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.
		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.
		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. **Retainage.** In the discretion of the State, a contract resulting from this RFP may provide that the State withhold a percentage of the total amount payable for some or all deliverables, such retainage to be payable upon satisfactory completion and State acceptance in accordance with the terms and conditions of the contract.
	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 bidder to respond to a request for additional information or clarification could result in rejection of that bidder'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.
		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.
		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. **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.
		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.
		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.**
	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.

* 1. **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.
		1. **Evaluation Criteria:** Consideration shall be given to the Bidder’s project approach and methodology, qualifications and experience, ability to provide the services within the defined timeline, cost, and/or success in completing similar projects, as applicable, and to the extent specified below.
		2. Vendors planning to submit a bid are advised of the following: The State expects the Vendor and its legal counsel to carefully review and be prepared to be bound by Attachment C: Standard State Provisions for Contracts and Grants.

|  |  |
| --- | --- |
| **Criteria** | **Maximum Possible Points** |
| 1. **Quality of Proposal Content**
 | **35** |
| 1. Demonstrated understanding of the problem statement and work to be performed
2. Proposal meets the goals of the scope of work as outlined
3. State evaluation of the approach (quality of approach, details)
 |  |
| 1. **Prior Experience**
 | **40** |
| 1. Demonstrated understanding of industry standards and best practices applicable to this scope of work, including the creation of RFP(s).
2. Prior experience managing complex projects with preference for experience with the Vermont criminal justice system, federal grant management, the Vermont rulemaking process.
3. Demonstrated strong communication, problem solving, and collaboration skills while working with diverse groups.
4. Three (3) references with contact information provided.
 |  |
| 1. **Cost**
 | **20** |
| 1. Price per hour
2. Total overall cost
 |  |
| 1. Special consideration given to small, women, minority, or veteran owned businesses
 | **5** |
|  |  |
| **Maximum Points** | 100 |

* 1. **CONTRACT NEGOTIATION**: Upon completion of the evaluation process, the State may select one or more bidders 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 bidder, the State reserves the option of negotiating with another bidder, or to end the proposal process entirely.
	2. **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. **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.
		1. **Business Registration.** To be awarded a contract by the State of Vermont a bidder (except an individual doing business in his/her own name) must be registered with the Vermont Secretary of State’s office <https://sos.vermont.gov/corporations/registration/> and must obtain a Contractor’s Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/> .
		2. The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.
		3. **Payment Terms.** 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.
		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.
1. **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.
	1. The bid should include a Cover Letter and Technical Response and Price Schedule.
	2. **COVER LETTER:**
		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).
		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.
		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.
	3. **TECHNICAL RESPONSE.** In response to this RFP, a Bidder shall:
		1. Provide details concerning your form of business organization, company size and resources.
		2. Describe your capabilities and particular experience relevant to the RFP requirements.
			1. Identify all current or past State projects.
		3. Identify the names of all subcontractors you intend to use, the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s), as per RFP section 4.3.2 above.
	4. **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.
	5. **REPORTING REQUIREMENTS:** Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this RFP.
	6. **PRICE SCHEDULE:** Bidders shall submit their pricing information in the Price Schedule attached to the RFP.
	7. **CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.
2. **SUBMISSION INSTRUCTIONS:**
	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.
		1. The State may, for cause, issue an addendum to change the date and/or time when bids are due.  If a change is made, the State will inform all bidders by posting at the webpage indicated on the front page of this RFP.
		2. There will not be a public bid opening. However, the State will record the name, city and state for any and all bids received by the due date. This information will be posted as promptly as possible following the due date online at: [https://vcjc.vermont.gov/about-us/rfp](https://www.vermontbusinessregistry.com). Bidders are hereby notified to review the information posted after the bid opening deadline to confirm receipt of bid by the State. Any bidder that submitted a bid, and is not listed on the bid tabulation sheet, shall promptly notify the State Contact listed on the front page of this RFP. Should a bidder fail to notify the State Contact listed on the front page of this RFP within two weeks of posting the bid tabulation sheet, the State shall not be required to consider the bid.
	2. **BID DELIVERY INSTRUCTIONS:**
		1. ELECTRONIC: Electronic bids will only be accepted.
			1. E-MAIL BIDS. Emailed bids will be accepted. Bids will be accepted via email submission to lindsay.thivierge@vermont.gov .Bids must consist of a single email with a single, digitally searchable PDF attachment containing all components of the bid. Multiple emails and/or multiple attachments will not be accepted. There is an attachment size limit of 40 MB. It is the Bidder’s responsibility to compress the PDF file containing its bid if necessary in order to meet this size limitation.
			2. FAX BIDS: Faxed bids will not be accepted.
	3. U.S. MAIL OR EXPRESS DELIVERY OR HAND DELIVERY will not be accepted
3. **BID SUBMISSION CHECKLIST:**
* Cover Letter

### Technical Response

### Redacted Technical Response, if applicable

### References

### Price Schedule

### Signed Certificate of Compliance

1. **ATTACHMENTS:**
	1. Certificate of Compliance
	2. Price Schedule
	3. Worker Classification Compliance Requirement; Subcontractor Reporting Form
	4. Standard State Contract with its associated attachments, including but not limited to, Attachment C: Standard State Provisions for Contracts and Grants (December 15, 2017)

**RFP/PROJECT:**

**DATE:**

Page 1 of 3

**CERTIFICATE OF COMPLIANCE**

**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 that is has read, understands and agrees to the terms of this RFP, including 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.

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

|  |  |  |
| --- | --- | --- |
| **Summary of Detailed Information** | **Date of Notification** | **Outcome** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**Subcontractor Reporting.** Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will provide to the State a list of all proposed subcontractors and subcontractors’ subcontractors, together with the identity of those subcontractors’ workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

**RFP/PROJECT:**

**DATE:**

Page 2 of 3

1. **Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification**

**Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):**

* 1. Bidder owns, leases or utilizes, for business purposes, space that has received:
* Energy Star® Certification
* LEED®, Green Globes®, or Living Buildings Challenge℠ Certification
* Other internationally recognized building certification:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Please Check all that apply:

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RFP/PROJECT:**

**DATE:**

Page 3 of 3

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

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

Bidder Name: Contact Name:

Address: ­­ Fax Number:

 Telephone:

 E-Mail:

By: Name:

 Signature of Bidder (or Representative) (Type or Print)

**END OF CERTIFICATE OF COMPLIANCE**

**PRICE SCHEDULE**

1. **Fixed Price Deliverables:**

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

**B: Hourly Labor Rates:**

|  |  |
| --- | --- |
| Service Category/Title of Positions | Hourly Rate |
|   |  $  |
|   |  $  |
|   |  $  |
|   |  $  |
|   |  $  |
|   |  $  |
|   |  $  |
|   |  $  |

Name of Bidder:

Signature of Bidder:

Date:

**RFP/PROJECT:**

**DATE:**

**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** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

Date:

Name of Company: Contact Name:

Address: Title:

 Phone Number:

E-mail: Fax Number:

By: Name:

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.

Send Completed Form to: Office of Purchasing & Contracting

 133 State Street, 5th Floor

Montpelier, VT 05633-8000

**STANDARD CONTRACT FOR SERVICES**

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

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

4. ***Contract Term.*** The period of Contractor’s performance shall begin on \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ and end on \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

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

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

8. ***Attachments***. This contract consists of \_\_\_ pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)

Attachment E - Other Provisions

Additional attachments may be lettered as necessary

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

1. Standard Contract
2. Attachment C (Standard Contract Provisions for Contracts and Grants)
3. Attachment A
4. Attachment B
5. Attachment E

List other attachments, if any, in order of precedence

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

By the State of Vermont: By the Contractor:

Date: Date:

Signature: Signature:

Name: Name:

Title: Title:

**ATTACHMENT A – STATEMENT OF WORK**

The Contractor shall: \_\_\_\_\_\_\_\_\_\_

Refer to Section 1.1 for Scope of Work requirements. **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 on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
	1. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
	2. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. 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. All invoices must include the Contract # for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the State at the following address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT C**: **STANDARD STATE PROVISIONS**

**FOR CONTRACTS AND GRANTS**

**Revised December 15, 2017**

**“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at:** [**https://bgs.vermont.gov/purchasing-contracting/forms**](https://bgs.vermont.gov/purchasing-contracting/forms)**.**