



Department of Public Safety

45 State Drive
Waterbury VT

[phone] 802-798-9777

SEALED BID REQUEST FOR PROPOSAL

Public Safety Communications Task Force Project Management Support (Version 4)

ISSUE DATE	August 22, 2023
QUESTIONS DUE	September 6, 2023 – 3:00 PM (EST)
RFP RESPONSES DUE BY	September 26, 2023 – 3:00 PM (EST)

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

<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 WEBPAGE FOR ANY AND ALL NOTIFICATIONS, RELEASES AND ADDENDUMS ASSOCIATED WITH THIS RFP.

STATE CONTACT:	Alastair Gee
TELEPHONE:	(802) 798-9777
E-MAIL:	alastair.gee@vermont.gov

1. OVERVIEW:

- 1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) by the Department of Public Safety (DPS) on behalf of the Public Safety Communications Task Force (hereinafter the “State” or “Task Force”) is seeking to establish contracts with one or more companies that can provide professional services and subject matter expertise to the Task Force as it oversees and manages the transition to a statewide, reliable, secure and interoperable public safety communications system and fulfills the requirements established in sections c.114 – c.115 of Act 78 - An act relating to making appropriations for the support of government.

As Co-Chair of the Task Force, the Commissioner of Public Safety seeks to retain a project manager, as an independent third party, to facilitate and support the Task Force as it oversees and manages the transition to a statewide, reliable, secure and interoperable public safety communications system and fulfills the requirements established in sections c.114 – c.115 of Act 78. The contractor is to be an integral part of this project team and is expected to be available during standard business hours (EDT 7:45 am – 4:30 M-F) and shall attend Task Force Meetings (Remote/In-Person), present information, and provide comprehensive project updates to include risks and issues.

BACKGROUND: In Act 78, the Vermont General Assembly found that “protecting the public safety and welfare is an essential function of State government and it is in the public interest to establish a statewide reliable, secure, and interoperable public safety communications system, comprising integrated 911 call-taking and regional dispatch systems, and to ensure that the system is equitably and sustainably financed and universally accessible by all persons throughout the State.”

The General Assembly further specified that it is “not the intent of the General Assembly to establish a public safety communications system that disrupts or in any way jeopardizes the exceptional dispatch services currently in place or the existing 911 system, but rather to support, enhance, strengthen and build upon those efforts and initiatives.”

Act 78 established the Public Safety Communications Task Force to “oversee and manage all phases of the development, design, and implementation of a statewide public safety communications system...”, and the Task Force has issued an RFP for professional services and subject matter expertise to develop multiple potential models for the establishment of a statewide public safety system that may include new regional dispatch centers and/or an expansion of existing regional dispatch centers.

1.1.1.EXISTING ENVIRONMENT

There are currently 38 dispatch centers operating in Vermont, six of which also serve as Public Safety Answering Points (PSAPs) that provide 911 call-taking services for the Vermont Enhanced 911 Board. Additionally, there are 6 out of state dispatch centers that provide dispatch services for some Vermont emergency response agencies. Governance of the dispatch centers may be at the local, county, regional or state level.

The Department of Public Safety’s Radio Technology Services group provides and supports the following services for a variety of designated organizations and State of Vermont first responders.

- *Land Mobile Radio Systems* – Provide and support mission critical Land Mobile Radio (LMR) technology – largely push-to-talk - systems used by state, municipal, and federal police, fire, and emergency medical services, for operations and interoperability to prevent or respond to incidents that harm or endanger persons or property. This technology provides the communications links between base stations and the first responders operating in the field.
- *Microwave Network* – LMR systems require reliable connectivity between dispatch centers and remote mountain top radio sites, this solution ensures this functionally. This technology provides the communications links between base stations (typically located on mountain tops) and dispatch centers.
- *Vermont Communication System (VCOMM)* – Vermont’s only statewide interoperable land mobile radio system dedicated for interoperability between all first responders. This system is based on the national calling and tactical channels set aside for this purpose.

- *FirstNet* –The mission of the First Responder Network Authority (“FirstNet”) is to build, operate, maintain and improve a high-speed, nationwide wireless broadband network dedicated to public safety. RTS serves as the liaison between FirstNet and the State of Vermont

The Agency of Digital Services provides and supports the following IT Products and Services for many of Vermont’s first responders:

- Network Infrastructure – Support and maintenance of agencies and locations that require interconnectivity. Provides support and life cycle management of hardware, software and associated network services.
- Security – Cybersecurity Standards created and issued to all executive branch State Agencies for the purposes of safeguarding the State of Vermont's information and information systems.
- IT Systems and Applications – Manages and supports a portfolio of line of business specific applications and systems that contribute to the success of State of Vermont Agency and Department business functions and missions.

All aspects of Vermont’s fully-hosted statewide Next Generation 911 system are governed by the Vermont Enhanced 911 Board (“the Board”), an independent state Board established by 30 V.S.A §§ 7051 – 7061. The Board partners with the Department of Public Safety, three local police departments, and one county sheriff’s office for the provision of 911 call handling services at six Public Safety Answering Points (PSAPs) in Vermont. 911 calls are delivered to the appropriate PSAP where they are answered by a certified Vermont 911 call-taker. The call-taker may also be the dispatcher for the needed responders or, if not, will transfer the 911 call and caller to the needed dispatch agency for notification to responders.

The State of Vermont has several statewide in-flight initiatives, strategic roadmaps in development and other Vermont programs that could impact or be impacted by the Task Force’s scope and expected deliverables. Listed are a subset of initiatives.

- Vermont State 10-Year Telecommunications Plan
- Vermont Internet for All Plans: Broadband Equity, Access, & Deployment and Digital Equity
- Enabling Middle Mile Broadband Infrastructure Grant Program
- Next Generation (NG911) system

1.1.2.MILESTONE SCHEDULE

The establishment of a statewide public safety communications system shall occur in essentially three phases, which include data collection and analysis, design, and implementation. Certain aspects of each phase may occur simultaneously as deemed appropriate by the Task Force.

Milestone	Completion Date*
End Phase 1 – Data Collection & Analysis	Sept 15, 2023
End Phase 2 – Design	Jan 15, 2024
Final Design	Dec 15, 2024

* Tentative dates based on Act 78 legislation language. State understands this date may not be possible.

- 1.2. **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 be will commence as soon as possible.
- 1.3. **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. **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://www.vermontbusinessregistry.com>. 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.
- 1.5. **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://www.vermontbusinessregistry.com>. Modifications from any other source are not to be considered.

2. DETAILED REQUIREMENTS/DESIRED OUTCOMES:

2.1. DESIRED OUTCOMES

The State of Vermont is interested in obtaining bids from providers of project management services to act as an independent 3rd party to facilitate and assist in realization of the Task Force's objectives as set forth in Act 78.

The State of Vermont seeks to achieve the following Business Value(s):

- **Risk Reduction:** The provision of professional project management services will reduce risk to the State.

2.2. KNOWLEDGE REQUIREMENTS

For this particular request, knowledge requirements include:

- Strong communicator – written and interpersonal
- Ability to write detailed, well organized reports
- Ability to triage/prioritize tasks in a complex working environment
- Technical skill sufficient to communicate with and engage in complex problem solving with the Task Force, SMEs and vendors
- Ability to engage with and cooperate with State employees and task force members
- Ability to engage with, do outreach, and ensure timely communication with impacted stakeholders
- Ability to make presentations to a variety of groups including task force, legislative committees, etc
- An active Project Management Professional (PMP) Certification
- Residence in the 48 contiguous US States (US States excepting Alaska & Hawaii) – no work may be performed off shore.
- Availability during State working hours: Mon-Fri 7:45am-4:30pm EDT for the duration of the engagement.
- Demonstrated proficiency in remote and in-person facilitation.

2.3. DETAILED REQUIREMENTS

PM APPROACH

The Contractor shall follow project management methodologies that are consistent with the Project Management Institute's (PMI) *Project Management Body of Knowledge (PMBOK) Guide*.

Contractor staff will produce project deliverables using Microsoft Office products in v2007 or newer (Word, Excel, Project, Visio, etc.), and Adobe PDF, or other formats acceptable to the State.

PROJECT DELIVERABLES

Deliverables	Expected Completion
Weekly Status Report	Weekly
Project Schedule	Weekly

Action Items	Weekly
Risk & Issue Register	Weekly
Stakeholder Register	Once, updated as needed
Meeting Agendas & Minutes	As required
Presentations	As required

CJIS REQUIREMENTS OF CONTRACTOR AND SUB CONTRACTORS

Selected Bidder must supply Personnel who are properly educated, trained, and qualified for the Services they are to perform, and Selected Bidder agrees to train its Personnel consistent with initial and ongoing training requirements for Selected Bidder's Personnel assigned to perform Services. Selected Bidder shall ensure that assigned Key Project Staff have completed a fingerprint supported background check compliant with Criminal Justice Information Services (CJIS) Security policy and are up to date with applicable CJIS training requirements. Evidence of such shall be provided to the State's representative prior to starting work. See CJIS Security Policy, v5.9.2 at <https://le.fbi.gov/cjis-division/cjis-security-policy-resource-center>.

Technical documentation related to configuration and accessibility of CJIS platforms may require CJI data protections. Selected Bidder's personnel must apply CJIS compliant protections to artifacts of this project throughout the artifact lifecycle during creation, storage and transfer of all resulting documentation.

Selected Bidder's Personnel may be required to have physical or logical access to Vermont State Police (VSP) data and/or facilities. Selected Bidder's personnel will be required to undergo an additional background check executed by the VSP.

3. GENERAL REQUIREMENTS:

3.1. **PRICING:** Bidders must price the terms of this solicitation at their best pricing. Any and all costs that Bidder wishes the State to consider must be submitted for consideration. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State.

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

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

3.1.3. **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.

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 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.

3.2.1. **Best and Final Offer (BAFO).** At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a

BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.

3.2.2. **Presentation.** An in-person or webinar presentation by the Bidder may be required by the State if it will help the State's evaluation process. The State will factor information presented during presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.

3.3. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENTS:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.

3.3.1. **Self Reporting:** For bid amounts exceeding \$250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.

3.3.2. **Subcontractor Reporting:** For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list MUST be updated and provided to the State as additional subcontractors are hired. A sample form is available online at <http://bgs.vermont.gov/purchasing-contracting/forms>. **The subcontractor reporting form is not required to be submitted with the bid response.**

3.4. **EXECUTIVE ORDER 05-16: CLIMATE CHANGE CONSIDERATIONS IN STATE PROCUREMENTS:**

For bid amounts exceeding \$25,000.00 Bidders are requested to complete the Climate Change Considerations in State Procurements Certification, which is included in the Certificate of Compliance for this RFP.

After consideration of all relevant factors, a bidder that demonstrates business practices that promote clean energy and address climate change as identified in the Certification, shall be given favorable consideration in the competitive bidding process. Such favorable consideration shall be consistent with and not supersede any preference given to resident bidders of the State and/or products raised or manufactured in the State, as explained in the Method of Award section. But, such favorable consideration shall not be employed if prohibited by law or other relevant authority or agreement.

3.5. **METHOD OF AWARD:** Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given first to resident bidders of the state and/or to products raised or manufactured in the state, and then to bidders who have practices that promote clean energy and address climate change, as identified in the applicable Certificate of Compliance.

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

3.5.2. 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
A. 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)	
B. Prior Experience	40
1. Demonstrated understanding of industry standards and best practices applicable to this scope of work.	
2. Prior interaction and work with State or Federal government staff and leadership.	
3. Three (3) references with contact information provided.	
C. Cost	20
1. Price per hour	
2. Total overall cost	
D. Special consideration given to small, women, minority, or veteran owned businesses	5
Maximum Points	100

- 3.6. **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.
- 3.7. **COST OF PREPARATION:** Bidder shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.
- 3.8. **CONTRACT TERMS:** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachment C as attached to this RFP for reference. If IT Attachment D is included in this RFP, terms may be modified based upon the solution proposed by the Bidder, subject to approval by the Agency of Digital Services.
- 3.8.1. **Business Registration.** To be awarded a contract by the State of Vermont a 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/> .
- 3.8.2. The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.
- 3.8.3. **Payment Terms.** Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.
- 3.8.4. **Quality.** If applicable, all products provided under a contract with the State will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.
4. **CONTENT AND FORMAT OF RESPONSES:** The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's

consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this RFP.

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

4.2. **COVER LETTER:**

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

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

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

4.3. **TECHNICAL RESPONSE**. In response to this RFP, a Bidder shall:

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

4.3.2. Describe your capabilities and particular experience relevant to the RFP requirements.

4.3.2.1. Identify all current or past State projects.

4.3.3. 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.

4.4. **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.

4.5. **REPORTING REQUIREMENTS**: Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this RFP.

4.6. **PRICE SCHEDULE**: Bidders shall submit their pricing information in the Price Schedule attached to the RFP.

4.7. **CERTIFICATE OF COMPLIANCE**: This form must be completed and submitted as part of the response for the proposal to be considered valid.

5. **SUBMISSION INSTRUCTIONS:**

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

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

5.1.2. There will not be a public bid opening. However, the State will record the name, city and state for any and all bids received by the due date. This information will be posted as promptly as possible following the due date online at: <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.

5.2. BID DELIVERY INSTRUCTIONS:

5.2.1. ELECTRONIC: Electronic bids will only be accepted.

5.2.1.1. E-MAIL BIDS. Emailed bids will be accepted. Bids will be accepted via email submission to Alastair.gee@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.

5.2.1.2. FAX BIDS: Faxed bids will not be accepted.

5.3. U.S. MAIL OR EXPRESS DELIVERY OR HAND DELIVERY will not be accepted

6. BID SUBMISSION CHECKLIST:

- ✓ Cover Letter
- ✓ Technical Response
- ✓ Redacted Technical Response, if applicable
- ✓ References
- ✓ Price Schedule
- ✓ Signed Certificate of Compliance

7. ATTACHMENTS:

7.1. Certificate of Compliance

7.2. Price Schedule

7.3. Worker Classification Compliance Requirement; Subcontractor Reporting Form

7.4. Standard State Contract with its associated attachments, including but not limited to, Attachment C: Standard State Provisions for Contracts and Grants (December 15, 2017)

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.

- A. **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.
- B. **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.
- C. **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.

D. **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 ChallengeSM Certification
 - Other internationally recognized building certification:
-

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

3. Please Check all that apply:
- Bidder can claim on-site renewable power or anaerobic-digester power ("cow-power"). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
 - Bidder uses renewable biomass or 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:
-
-

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

E. 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

A. 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: _____

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:

Date: _____

Signature: _____

Name: _____

Title: _____

By the Contractor:

Date: _____

Signature: _____

Name: _____

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall: _____

Refer to Section 1.1 and Sections 2.1 through 2.3 for Scope of Work requirements.~~Refer to Sections 1.1 – 1.1.3 and 2 – 2.3 for scope of work components.~~

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:
 - a. 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
 - b. 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>.