

Vermont Agency of Commerce & Community Development
C. Davis Building, 6th Floor
One National Life Drive
Montpelier, VT 05620-0501

Request for Proposal (RFP)

Vermont-Canada-Quebec Foreign Trade Representative

| Key RFP Events | Date & Time |
|----------------|-------------------------------|
| Issue Date: | July 16, 2021 |
| Questions Due: | July 23, 2021, by 1:00 pm EST |
| Proposals Due: | July 30, 2021, by 1:00 pm EST |

Please be advised all notifications, releases, addenda associated with this RFP will be posted at the following website referencing the same RFP title:

<https://accd.vermont.gov/about-us/bidding-opportunities>

The State will not notify interested parties with updated information. It is the bidder's responsibility to periodically check the web site above for all notifications, releases and addenda pertaining to this RFP.

State Contact: Sharon Welch
email: Accd.contracts @vermont.gov



Table of Contents

1. OVERVIEW

- 1.1 Objective
- 1.2 Contract Period
- 1.3 Single Point of Contact
- 1.4 Bidder's Conference
- 1.5 Questions & Answers
- 1.6 Changes to this RFP

2. PROJECT SCOPE OF WORK

3. GENERAL REQUIREMENTS & CONSIDERATIONS

- 3.1 Pricing
- 3.2 Statement of Rights
- 3.3 Worker's Classification Compliance Requirements
- 3.4 Executive Order 05-16: Climate Change Consideration
- 3.5 Method of Award
- 3.6 Evaluation Criteria
- 3.7 Contract Negotiations
- 3.8 Cost of Preparation
- 3.9 Contract Terms

4. BID PROPOSAL CONTENT & FORMAT

- 4.1 Cover Letter
- 4.2 Technical Response & Approach
- 4.3 Certificate of Compliance (Attachment 6.2)
- 4.4 Pricing (Attachment 6.3)
- 4.5 References

5. SUBMISSION INSTRUCTIONS

- 5.1 Closing Date
- 5.2 Bid Delivery Instructions
- 5.3 Bid Submission Checklist

6. ATTACHMENTS

- 6.1 Certificate of Compliance (Required with Bid Submission)
- 6.2 Price Schedule (Required with Bid Submission)
- 6.3 Sample State of Vermont Standard Contract Form & Attachments:
 - Attachment A – Scope of Work
 - Attachment B – Payment Provisions
 - Attachment C – Standard State Contract & Grant Provision

1. OVERVIEW:

- 1.1. **Objective.** Through this Request for Proposal (RFP) the Department of Economic Development (hereinafter the “State”) is seeking a company or companies based in Canada, preferably in the Province of Quebec in the Montreal metropolitan area to serve as a Foreign Trade Representative for Vermont.
- 1.2. **Contract Period.** Contracts arising from this RFP will be for a period of two (2) years. The State anticipates the start date will be August 30, 2021.
- 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. **Bidder’s Conference.** There will be no bidder’s conference for this procurement.
- 1.5. **Question and Answer Period.** Any vendor requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for questions 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 <http://www.bgs.state.vt.us/pca/bids/bids.php> . Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.
- 1.6. **Changes to this RFP.** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at <https://accd.vermont.gov/about-us/bidding-opportunities>. Verbal instructions or written instructions from any other source are not to be considered.

2. PROJECT SCOPE OF WORK:

- 2.1. **Background-** The State of Vermont holds great esteem for its northern neighbor, both of whom enjoy the economic benefits of a synergistic relationship. Through this procurement, the State endeavors to cultivate a regional presence to optimize Foreign Direct Investments (FDIs) in Vermont. Vermont seeks representation from a firm experienced in global economic integration to promote FDIs in Vermont based companies and bolster international trade opportunities between Vermont and Canada. This is a historical pilot project and critical opportunity for Vermont, the success of which will bolster the State’s economy and secure Vermont’s on-going presence in Canada.
- 2.2. The State of Vermont seeks bids for a Vermont-Canada-Quebec Foreign Trade Representative fluent in French and English, to fulfill the following scope of work to commence upon contract execution:
- 2.3. **Target Industry Snapshot - Early Phase**
 - 2.3.1. Validate target industry trends and growth sectors;
 - 2.3.2. Identify lead prospecting areas and sectors with a recruitment zone analysis;
 - 2.3.3. Produce recommendations on optimal subsectors to pursue based on assets in Vermont;
 - 2.3.4. Review and analyze unique selling proposition for the State relative to comparative locations;

2.3.5. Contractor will work with the State using data gathered from the scope of work sections 2.3.1-2.3.4 (*above*), to inform the development of a Vermont Recruitment & Bi-lateral Trade Plan to be used as the guidance tool by the Contractor.

2.3.6. Period reviews to ensure we are optimized for success.

2.4. **Canadian In-Market Representation / Lead Generation**

2.4.1. Vendor will represent Vermont at mutually selected events, trade shows and conferences;

2.4.2. Produce customized prospect list of high growth companies;

2.4.3. Execute multi-touch outreach strategy and internal lead scoring;

2.4.4. Schedule, execute and provide the annual number of 50 pre-qualified company prospect meetings that contactor can commit to arranging;

2.4.5. Nurture pipeline to move leads through funnel;

2.4.6. Provide in-market FDI business development and investment attraction services throughout Canada;

2.4.7. Provide operational support for Vermont in industry-related investment attraction activities and promotions in Canada.

2.5. **Trade Advisory Services**

2.5.1. Company assessment of trade opportunities and export readiness;

2.5.2. Provide local expertise including guidance and counselling.

2.5.3. Provide individualized Trade Advisory projects with B2B connections.

2.6. **Digital Marketing Campaign**

2.6.1. Promote Vermont as a business and tourist destination;

2.6.2. Utilize social media marketing to complement outreach and nurturing activities;

2.6.3. Increase market coverage, raise awareness of Vermont's value proposition, and generate inbound leads.

2.7. **Marketing Events**

2.7.1. Attend industry events and conferences as a representative of Vermont, promoting Vermont as a brand and comporting themselves in a professional manner.

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 vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any, and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State. The successful candidate will work with departments within the Vermont Agency of Commerce and Community Development to encourage bi-lateral investment and trade between the State of Vermont and Canada.
- 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 USD, 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 USD, 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 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.

3.6. 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.

- 3.6.1. Quality of the proposed strategy, program, or product to increase foreign direct investment and trade;
- 3.6.2. Strength of program mechanisms to provide detailed reporting and clear metrics to track participation and return on investment;
- 3.6.3. Experience in recruiting businesses and meeting market identifiers
- 3.6.4. Estimated cost proposed;
- 3.6.5. References

| Criteria | Consideration |
|--|----------------------|
| Quality of the proposed lead attraction strategy, program, or product | 25% |
| Strength of program reporting and metrics | 15% |
| Experience in recruiting businesses and identifying markets | 25% |
| Estimated Cost | 20% |
| Timeline for project implementation & resources to commence work immediately | 10% |
| References | 5% |

3.7. Contract Negotiation. Upon completion of the evaluation process, the State may select one or more Vendors with which to negotiate a contract, based on the evaluation findings and other

criteria deemed relevant for ensuring that the decision made is in the best interest of the State. In the event State is not successful in negotiating a contract with a selected Vendor, the State reserves the option of negotiating with another Vendor, or to end the proposal process entirely.

- 3.8. **Cost of Preparation.** Bidder shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.
- 3.9. **Contract Terms.** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachment C as attached to this RFP for reference.
 - 3.9.1. **Business Registration.** To be awarded a contract by the State of Vermont a vendor (except an individual doing business in his/her own name) must be registered with the Vermont Secretary of State's office <http://www.sec.state.vt.us/tutor/dobiz/forms/fcregist.htm> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/>.
 - 3.9.2. The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.
 - 3.9.3. **Payment Terms.** All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent. Payment terms are Net 30 days from receipt of an error-free invoice with all applicable supporting documentation. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.
 - 3.9.4. **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. **BID PROPOSAL CONTENT AND FORMAT.**

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. **Cover Letter.** Describe your form of business organization, size, and geographic reach. In addition, identify the staff who will be involved in this project and their respective qualifications.
 - 4.1.1. **Confidentiality.** To the extent your bid contains information you consider to be proprietary and confidential, you must comply with the following requirements concerning the contents of your cover letter and the submission of a redacted copy of your bid (or affected portions thereof).
 - 4.1.2. All responses to this RFP will become part of the contract file and will become a matter of public record under the State's Public Records Act, 1 V.S.A. § 315 et seq.

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

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

4.2. **Technical Response & Approach.**

- 4.2.1. Identify other regions in the United States currently representing;
- 4.2.2. Highlight the strategies and timeline your company will employ to achieve the scope of work;
- 4.2.3. In addition to the following metrics, how would you measure and report success:
- 4.2.3.1. Number of viable business prospects, and bi-lateral meetings;
- 4.2.4. What partnerships would you develop or utilize to optimize your approach;
- 4.2.5. Describe your capabilities and particular experience relevant to the RFP requirements.
- 4.2.6. Identify personnel assigned to this project, their function, pertinent experience, and qualifications.
- 4.2.7. Identify a roster of industry events optimal for promoting and attracting potential investors to Vermont.
- 4.3. **Certificate of Compliance.** This form must be completed and submitted as part of the response for the proposal to be considered valid.
- 4.4. **Price Schedule.** Bidders shall submit their cost proposal information in the “Price Schedule” attached to the RFP.
- 4.5. **References.** Please use the “Price Schedule” (attached) to provide the Company name, address, point of contact and phone numbers of three companies with whom you have transacted similar business in the last 12 months. Please provide the point of contact who can talk knowledgeably about performance. Written references may be attached to the bid submission.

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://accd.vermont.gov/about-us/bidding-opportunities> Bid results are public record but only available for disclosure upon contract execution, at which time the RFP solicitation found on the Vermont Business Registry will be updated with the award information: <https://www.vermontbusinessregistry.com/>

5.2. **Bid Delivery Instructions.** Bid Delivery Instructions: All bid proposals must be submitted in digital format as described below. No hard copies or faxes will be accepted.

(State office buildings remain locked or are otherwise closed to the public due to Covid-19. Therefore, bids will not be received by means of courier or in-person delivery.)

5.2.1. Bidders may send their bid proposal in PDF file format as—an attachment to or download link within—an email: ACCD.Contracts@vermont.gov .

5.2.2. The email subject line must read “**VT-CAN Foreign Trade Rep- Bid.**”

5.2.3. The email with the viable download link must be received by the closing date and time found on the cover of this RFP.

5.2.4. The bid document must be a single digitally searchable PDF with the following naming convention <<**Vendor Name- VT-CAN Foreign Trade Rep- Bid**>> . The PDF attachment must contain all components of the bid. Multiple emails and/or multiple attachments will not be accepted.

5.3. **BID SUBMISSION CHECKLIST:**

| Bid Contents | ✓ |
|------------------------------------|----------|
| ◆ Cover Letter | |
| ◆ Technical Response | |
| ◆ Signed Certificate of Compliance | |
| ◆ Price Schedule | |
| ◆ References | |

6. **ATTACHMENTS.**

6.1 Certificate of Compliance Form *(Required with Bid Submission)*

6.2 Price Schedule *(Required with Bid Submission)*

6.3 Sample State of Vermont Standard Contract Form & Attachments:

The sample contract document is provided to afford the bidder awareness and understanding of the State’s contract format, terms, conditions, and standard provisions required of the awarded bidder. Be advised, some of the terms, conditions and provisions may impact the bidder’s proposal. For example (though not exclusively), “Attachment C – Standard State Contract Provisions for Contracts & Grants” outlines the insurance requirements the awarded vendor will need to obtain

CERTIFICATE OF COMPLIANCE

This form must accompany your Bid.

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 they have read, understand, and agree to the terms of this RFP, including the terms outlined in the sample State of Vermont Standard Contract for Services and associated attachments:
1. Bidder agrees to obtain insurance in compliance with the minimum provisions set forth in Section 8 of [Attachment C - State of Vermont's Standard Provisions for Contracts and Grants](#);
 2. Bidder (except an individual doing business in his/her own name) agree to register with the Vermont Secretary of State's office <https://sos.vermont.gov/corporations/registration/> ;
 3. Bidder agrees to obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/> .
- C. **ADDENDA:** Acknowledge receipt of Addenda associated with this RFP:

| | | | |
|---------------|-------|--------|-------|
| Addendum No.: | _____ | Dated: | _____ |
| Addendum No.: | _____ | Dated: | _____ |
| Addendum No.: | _____ | Dated: | _____ |

- D. **VERMONT TAX CERTIFICATE:** To meet the requirements of Vermont Statute 32 V.S.A. § 3113, by law, no agency of the State may enter into, extend or renew any contract for the provision of goods, services or real estate space with any person unless such person first certifies, under the pains and penalties of perjury, that he or she is in good standing with the Department of Taxes. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes, 32 V.S.A. § 3113

In signing this bid, the bidder certifies under the pains and penalties of perjury that the individual or company is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes owed the State of Vermont.

E. BIDDER INFORMATION & CERTIFYING SIGNATURE

Vendor Name: _____ Contact: _____

Address: _____ Telephone: _____

City/State/Zip: _____ Fax: _____

email: _____

Vendor Website: _____

Signature: _____ Date: _____

Printed Name: _____

END OF CERTIFICATE OF COMPLIANCE

PRICE PROPOSAL

This form must accompany your Bid

1. Bidder's Price Proposal must be factored in **US currency** and remain valid for a minimum of 30 days.
2. Price Proposal: The pricing proposed shall be in effect throughout the two-year contract term. Please itemize costs by staff, their respective hourly rate and estimated hours per month (*add more rows if necessary*):

| | Position Title | Hourly Rate | Hours/Month | Cost |
|-------------------------|----------------|-------------|-------------|--------|
| 1. | | \$ | | \$ USD |
| 2. | | \$ | | \$ USD |
| 3. | | \$ | | \$ USD |
| 4. | | \$ | | \$ USD |
| <i>Monthly Cost:</i> | | | | |
| Annualized Cost: | | | | |

3. **Expenses.** Please identify projected expenses for activities and events pertinent to fulfilling the expectations outlined in the scope of work. Please consider the following contract terms in your cost projections (*add more rows if necessary*):
 - 3.1. All expenses must be pre-approved in advance by the State and included in the terms and maximum amount of the contract. Contractor shall not buy materials and resell to the State at a profit. Expenses generally include registration fees, lodging, meals, transportation, incidentals, and any other expenses deemed necessary by the State. Contractor shall only invoice the State a mutually agreeable proportionate share of time and expenses if and when representing multiple entities at industry and promotional events.
 - 3.2. *Travel, lodging and Incidentals* shall be reimbursed at the [Federal rate](#). Contractor must submit detailed receipts for pre-approved expenses to the State for reimbursement of all such expenses, except mileage.
 - 3.3. *Meals.* Meals shall be reimbursed at the [State rate](#) in effect when the expense was incurred. The State will not reimburse for the purchase of alcohol, all such purchases must be removed from all expense reimbursement requests.
 - 3.4. *Mileage.* Mileage incurred using the Contractor's personal or company vehicle in performance of the scope of work contained herein, shall be reimbursed at the [State rate](#) in effect when the expense was incurred.

| | Annual Activity/Event Description | Projected Expenses |
|---|-----------------------------------|--------------------|
| 1. | | \$ USD |
| 2. | | \$ USD |
| 3. | | \$ USD |
| 4. | | \$ USD |
| 5. | | \$ USD |
| Total Projected Annual Expenses: | | \$ |

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, Department (hereinafter called “State”), and XXX, with a principal place of business in XXX, (hereinafter called “Contractor”). Contractor’s form of business organization is XXX. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is XXX Detailed services to be provided by Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$.
4. **Contract Term.** The period of Contractor’s performance shall begin on START DATE and end on END DATE. Upon mutual agreement, this contract may be extended for two additional twelve (12)-month periods.
5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

~~5A.~~ **Sole Source Contract for Services.** This Contract results from a “sole source” procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950.

6. **Amendment.** Changes, modifications, or amendments to the terms and conditions of this contract shall be reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.
8. **Attachments.** This contract consists of [] pages including the following attachments which are incorporated herein:
 - Attachment A – Scope of Work
 - Attachment B – Payment Provisions
 - Attachment C – Standard State Provisions for Contracts and Grants (rev. 12/15/17)
 - Appendix 1 – Performance Measures & Evaluation
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 State Provisions for Contracts and Grants (rev. 12/15/17)
 3. Attachment A – Scope of Work
 4. Attachment B – Payment Provisions
 5. Appendix 1 – Performance Measures & Evaluation

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

STATE OF VERMONT

CONTRACTOR

By: _____
Signature & Date

By: _____
Signature & Date

Name: _____

Name: _____

Title: _____

Title: _____

Dept: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall:

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified 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: [REDACTED]
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows: [REDACTED]

ATTACHMENT C – STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

Revised December 15, 2017

1. **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. **Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. **Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. **Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

7. **Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

8. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party’s operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers’ compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers’ compensation

coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq. If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A.** Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B.** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C.** Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D.** Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A.** is not under any obligation to pay child support; or
- B.** is under such an obligation and is in good standing with respect to that obligation; or
- C.** has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required

for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

**APPENDIX 1
PERFORMANCE MEASURES & EVALUATION**

The Grantee will be evaluated on its service performance on the following performance measures. Low performance scores may result in no further grants with the State of Vermont Agency of Commerce & Community Development

| PERFORMANCE MEASURES & EVALUATION | | | |
|--|--------------------------|-------------------------|------------------------------|
| Benchmarks/Deliverables | Needs Improvement | Met Expectations | Exceeded Expectations |
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Name of person completing form

Title

Date