



**Northeast Dairy Business Innovation Center/  
Vermont Agency of Agriculture, Food & Market**

116 State Street

Montpelier VT 05620-2901

<https://agriculture.vermont.gov/>

**SEALED BID  
REQUEST FOR PROPOSAL**

Northeast Dairy Business Innovation Center – Grazing transition, home-grown forage enhancement, and alternative farm management funding

<b>ISSUE DATE</b>	October 1, 2021
<b>QUESTIONS DUE</b>	October 29, 2021 – 4:30 PM (EST)
<b>RFP RESPONSES DUE BY</b>	November 29, 2021 – 4:30 PM (EST)

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

<http://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.**

<b>STATE CONTACT:</b>	Laura Ginsburg, Agricultural Development Section Chief
<b>TELEPHONE:</b>	(802) 522-2252
<b>E-MAIL:</b>	Laura.Ginsburg@vermont.gov

## 1. OVERVIEW:

- 1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the Northeast Dairy Business Innovation Center hosted by the Vermont Agency of Agriculture, Food & Market (hereinafter the “State”) is seeking to establish contracts with one or more companies that can provide Northeast Dairy Business Innovation Center – Grazing transition, home-grown forage enhancement, and alternative farm management funding
- 1.2. **CONTRACT PERIOD:** Contracts arising from this RFP will be for a period of 1 year and 8 months. The State anticipates the start date will be 2/1/2022.
- 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 vendor requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on <http://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 <http://www.vermontbusinessregistry.com/> . Verbal instructions or written instructions from any other source are not to be considered.

## 2. DETAILED REQUIREMENTS/DESIRED OUTCOMES:

The Northeast Dairy Business Innovation Center (NE-DBIC) hosted at the Vermont Agency of Agriculture, Food and Markets (VAAF), seeks multiple contractors across the Northeast region to offer localized cohort-based technical assistance for dairy farmers considering transitioning their farm to a grass-based production model, enhancing the production of home-grown forages, and/or utilizing alternative farm management strategies not typically found in the United States dairy sector.

### 2.1. BUDGET

The maximum resources available for a contract resulting from this RFP will not exceed \$150,000, however, the State seeks proposals from contractors to offer the most value and benefit to the State at the lowest cost (on a ‘best value’ evaluation basis).

### 2.2. PROJECT BACKGROUND

In 2019, the Northeast Dairy Business Innovation Center (NE-DBIC), hosted by the Vermont Agency of Agriculture, Food and Markets (VAAF) was named one of three national USDA Dairy Business Innovation Initiative centers. The NE-DBIC supports a wide array of opportunities for dairy farmers of cows, goats, and sheep, and value-added processors across the Northeast region of the United States including New England, Delaware, New Jersey, New York, and Pennsylvania. Previous contracts focus solely on transitioning production systems to grazing and are currently ongoing with cohorts based in Vermont, New Hampshire, New York, and Pennsylvania.

Despite much success in value-added production and working across state lines, dairy farms in the Northeast, like the rest of the nation, have been under intense pressure for five years after continued record low prices and an ongoing global pandemic. An aging farmer population, a decreased amount of international trade, wholesale market closures, and a glut of milk and processed products has led to a surge in farm closures. Over that time, the Northeast region—like that of the nation—has experienced farm closures that equaled or exceeded rates previously. Dairy is a foundational piece of the Northeast’s rural economy, and every time a dairy farm closes the economic effects ripple outwards to

direct supporting businesses such as feed dealers and beyond into the business community, impacting the fabric of rural communities.

Grazing and grass-based farming is gaining traction across the dairy industry as a response to multiple external pressures including volatile price swings, environmental concerns, and consumer demand, which means that being successful in grazing will require understanding both production strategies and processor requirements. For example, some processors have strict forage and feeding requirements to qualify for the additional pay for producing “grass milk”, such as no grain or fermented feeds. The interest in grass-fed is closely linked with changing consumer preferences as highlighted in the Deloitte Global Dairy Sector report and McKinsey & Company article “A winning growth formula for dairy”, as consumers seek products with higher social impacts and decreased environmental concerns.

Much of the Northeast region is well-situated to fully embrace the movement towards intensive, rotational grazing given the ability to grow multiple cuttings of high-quality forages with little to no irrigation and topography which is best suited to perennial forage production and minimal tillage. Over the past few years, farmer interest in grazing has sky-rocketed in the region, supported by processors seeking additional grass-fed milk. While grazing may be an option for some farms, other farmers may see more benefit or opportunity through increasing the quality and quantity of their home-grown forages, thus reducing their reliance on imported feed to save money. Improve quality, and better utilization their land base. Forage enhancement, similar to grazing transition, takes an on-farm approach to understand crop rotations, field management, and harvest/feeding strategies. Improving forages can reduce farm costs, increase animal health, and lead to improved milk production while supporting climate-forward practices.

Furthermore, farmers have indicated a desire to receive training in alternative farm management strategies. As the dairy sector continues to evolve and farmers seek production practices that work the best for their farms while meeting processor and/or consumer demands, the need for assistance in emergent management techniques is growing. Projects that are seeking funding for alternative farm management strategies must demonstrate how technical assistance will expand training on subjects outside of the realm of standard U.S. dairy operations. Topics of particular interest include, but are not limited to, seasonal and/or alternative milking schedules, transitioning tie-stall barns into freestalls or bedded pack facilities while retaining access to pasture, sharemilking, and group housing for calf-rearing.

Traditional technical assistance, which has been delivered for over two decades via strong partners across the region, has almost exclusively been offered one-on-one with the TA provider meeting the farm owners at the farm and responding to their individual circumstances. In Vermont, over the past couple of years, and infrequently before, a limited number of farmers have participated in a cohort model of business training where everyone leaves the farm for a week to attend an intensive, immersive business planning course. While the content of the course was not unlike what current TA providers covered, the cohort model was significantly different and received a strong positive response. After debriefing and evaluating the week-long cohort program, many TA providers were interested in further developing a cohort model with existing Vermont organizations to strengthen the farm community while providing peer-to-peer learning opportunities, which led to a pilot program through the first round of NE-DBIC.

The contractors selected for these contracts will each propose a workplan which serves a cohort of at least 5 dairy farmers that are ready to undertake one of the above outlined areas. Each farmer will receive a mixture of one-on-one and group business and technical assistance over 18-24 months. Focus areas of technical assistance under this contract will cover aspects of successful grazing (forage health, herd nutritional needs, supplies required), home-grown forage enhancement, or alternative management training and business assistance (cash flow analysis, market differentiation and feasibility if producing a value-added product, capital required for any improvements). Once a farmer has developed a plan with the Contractor, they will be eligible to apply for grant funds to assist in making necessary improvements to increase the likelihood of a successful and sustained farm management improvements.

### 2.3. STATEMENT OF WORK

The NE-DBIC seeks multiple contractors across the Northeast region to offer cohort-based technical assistance for dairy farmers considering transitioning their farm to a grass-based production model,

enhancing home-grown forage production, or utilizing alternative management strategies. Each cohort will consist of at least 5 dairy farms and will be available for enrollment to farms based in one or more states within New England, Delaware, New Jersey, New York, and Pennsylvania. Contractor expectations are as follows:

- Identification and development of cohort group: February – April 2022
  - Market opportunity to farmers through engagement with producer associations, state extension offices, business viability organizations, and other organizations as appropriate
  - Develop, release, and receive applications to participate in the cohort group. Application to be reviewed by NE-DBIC Contract Manager prior to release.
  - Invite applicants to participate based on the strength of application, level of commitment to altering farm management practices, and physical location of farm to ensure cohort cohesion and reasonable travel distance for farmers and service provider to ensure best use of time and funds.
  
- Host on-farm cohort learning opportunities: May 2022 – August 2023
  - Develop and host on-farm cohort trainings, with at least six (6) occurring in total, with no fewer than two (2) occurring in 2022 and no fewer than three (3) in 2023.
    - Trainings should include visits to member farms and to other successful operations.
    - Training topics to include forage management strategies, water systems, animal movement, and other topics as meets the needs and interest of the cohort.
  
- Provide one-on-one technical assistance to cohort members: June 2022 – August 2023
  - Meet individually with cohort members on their farm no fewer than five times.
  - Be available for phone and email assistance as needed during contract period.
  - Address the following: assessing pasture/forage quality, updating business plan and financials to reflect addition of project, provide guidance on animal health considerations, connect to subject matter experts, and other relevant topics.
  - Work with each farm to determine whether their project would benefit from grant funds to help implement activities. For those farms that would benefit from grant dollars:
    - Assess project needs to determine best use of grant funds and assist each cohort member in a needs-assessment and plan development for targeted and effective use of grant funds
    - Assist the farmer(s) to apply for NE-DBIC grant funds via the WebGrants system, as needed. This may include the need to assist each applicant farmer in submitting business documentation such as an IRS W-9 and Certificate of Insurance and in acquiring a DUNS number and registration in SAM.gov, as requirements of receiving federal funds.
    - Grant language will be developed by NE-DBIC contract manager and supplied to Contractor no later than June 2022.
    - Cohort members must submit their grant applications to NE-DBIC via the WebGrants system between July 2022 and March 2023 to implement their activities by the end of summer 2023.
    - Awards of \$5,000 - \$10,000 will be available through a competitive application process open only to participants of cohorts. Funds may be used to pay for specialized equipment; land leases (not lease-to-own); farm management mobile app development; farm supplies (including seed); memberships of business, technical, or professional organizations; supplies and materials; and further technical assistance or training.
  
- Project Documentation: Ongoing
  - Contractor will keep records of outreach, applications, and interest in the opportunity throughout the contract period.

- Contractor will keep records of topics covered during farm visits, one-on-one trainings, and which topics could not be covered due to time, location, or other restraints.
- Coordinated communication with other contracted service providers: Ongoing
  - Attend an introduction meeting of all contractors awarded in this contract round (July 2022)
  - Meet as a group at least two (2) additional times to share information, coordinate activities, support each other's works, establish relationships with similar services providers across the region, and build regional foundations for future opportunities.

## 2.4. TARGET AUDIENCE

Active dairy farmers (cows, goats, or sheep) located within the Northeast region (Connecticut, Delaware, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont) with a goal of adopting new farm management strategies as described previously will be the audience for this work.

## 2.5. PERFORMANCE MEASURES & DELIVERABLES

- The Contractor will submit to AAFM's Contract Manager all documentation outlined above, unless otherwise agreed upon during the contract drafting process.
- The Contractor will independently lead events and will provide all facilitation and materials necessary for cohort members to reach indicated outcomes as described in project proposal.
- The Contractor will provide consistent and engaging technical assistance to cohort members through a combination of group and one-on-one activities.
- The Contractor will work with cohort members to determine if their project warrants an application for funds to help implement their project. For those who would benefit, Contractor will assist farmers in developing a project and submitting timely, complete, and relevant applications for grant funds.
- The Contractor will meet (in-person or via phone) quarterly with the Contract Manager to assess project status, next steps, and how to address any unforeseen challenges or opportunities.
- Successful completion of the contract shall include the following follow-up activities:
  - A participant survey seeking feedback indicating usefulness of opportunity, ability to engage with cohort and contractor, and an understanding of next steps needed to reach their goal with the results shared with contract manager no later than four (4) weeks post-event. This survey will integrate required questions provided by NE-DBIC.
  - A report on recommended training and funding needs regarding additional educational needs within the dairy community to be shared with contract manager no later than five (5) weeks post event.

## 2.6. SUBMISSION REQUIREMENTS

Please include the following components in your bid, which specifically addresses considerations outlined in the section 3.5.1 Evaluation Criteria:

1. **Project abstract** of no more than 350 words, suitable for public distribution, outlining the proposed project, geographic area reached, partnerships, and anticipated outcomes.
2. **Contractor background and experience.** Provide a narrative that addresses: 1) Contractors are required to show multi-state, regional connections with other technical assistance providers. Describe how your work is collaborative across state lines, your communication strategy between organizations, and how regional partners could grow this pilot contract into a regular offering to benefit the greatest number of northeast farms. 2) Your team's knowledge, experience, and understanding of your region's dairy industry and/or farm management including technical knowledge.

3. **Resumes or CV of project team leader and each team member.** Resumes should be no more than 2 pages in length and use a standard approach of demonstrating prior related work experience. Do not include bios in place of resumes.
4. **Project approach, proposed activities, and educational framework to be utilized, including how the opportunity will be innovative, cohort-based, and engaging.** Detail the number of cohort participants you expect to participate, the geographic area that you expect to cover, and evidence that there is interest from potential cohort participants.
5. **Project budget:** Please submit a budget, not to exceed \$150,000 that is both realistic and reasonable to complete the scope of services. Budget must tie specific activities to deliverables, with clear cost associated with each component of the proposal. Proposal shall include an hourly rate for estimated services and any related expenses to be billed, including all materials that need to be printed or purchased for attendees. All State of Vermont contracts are paid based on successful completion of deliverables and approval by the contract manager.
6. **Proposals** should include all relevant costs required to complete the work as detailed above, note any travel requirements, and include necessary costs to meet insurance requirements of State of Vermont, Standard Attachment C. All costs and activities should conform to Section 8.0 Allowable Costs and Activities of the [2020 AMS General Terms and Conditions](#).
7. **A Certificate of Insurance** which meets the criteria as outlined in [Attachment C](#).
8. **A Form W-9** signed within the last 6 months if respondent is not currently a state of Vermont supplier.
9. Evidence of an active registration in **SAM.gov**, the System for Award Management.

### 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.
  - 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.

#### Eligibility Determination

Project budget does not exceed \$150,000.
Project will include at least one cohort of no fewer than 5 dairy farmers in project(s) related to transition to grazing, forage management, and/or innovative management practices. Technical assistance is delivered though both group and individual learning opportunities.

**Project Proposal (up to 100 points)**

Previous experience and resumes of those involved shows that the bidder is qualified and has the capacity and knowledge to generate successful project outcomes.	20 points
Proposal demonstrates an understanding of the local and regional connections and collaborations that need to be developed. Bidder has done enough preliminary research on potential cohort farmers' needs, marketplace demand, and climate-forward farm management strategies to develop a project that is responsive to current and future conditions.	20 points
Description of workplan is clear, comprehensive, innovative and demonstrates a strong connection to RFP requests. Proposal has built in flexibility for unpredictable project changes.	20 points
Deliverables are aligned with RFP and are likely to lead to positive impacts beyond the contract period for both individual cohort businesses and the region's dairy viability.	20 points
Budget is realistic, detailed, and clearly tied to the proposed workplan.	20 points

- 3.6. **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.
- 3.7. **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.
- 3.8.1. **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/>.
- 3.8.2. 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.** 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.
- 3.8.4. **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.
  - 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.
    - 4.3.4. All other items as listed in section 2.6 SUBMISSION REQUIREMENTS.
  - 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. **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.

**5.2. BID DELIVERY INSTRUCTIONS:**

**ONLY E-MAIL BIDS will be accepted.** Bids will be accepted via email submission to [Laura.Ginsburg@vermont.gov](mailto:Laura.Ginsburg@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.

**6. BID SUBMISSION CHECKLIST:**

- ✓ Cover Letter
- ✓ Project abstract
- ✓ Contractor background and experience
- ✓ Resumes or CV of project team leader and each team member
- ✓ Project approach, proposed activities, and educational framework to be utilized, including how the opportunity will be innovative, cohort-based, and engaging
- ✓ Project Budget (inclusive of all relevant costs, conforming to Section 8.0 Allowable Costs and Activities of the 2020 AMS General Terms and Conditions)
- ✓ References
- ✓ A Certificate of Insurance which meets the criteria as outlined in Attachment C
- ✓ A Form W-9 signed within the last 6 months if respondent is not currently a state of Vermont supplier
- ✓ Evidence of an active, current registration in SAM.gov, the System for Award Management
- ✓ Signed Certificate of Compliance

**7. ATTACHMENTS:**

- 7.1. Certificate of Compliance
- 7.2. Worker Classification Compliance Requirement; Subcontractor Reporting Form
- 7.3. Standard State Contract with its associated attachments, including but not limited to, Attachment C: Standard State Provisions for Contracts and Grants (December 15, 2017).
- 7.4. Attachment D: FEDERAL TERMS & CONDITIONS

**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. **FORM OF PAYMENT:** Does Bidder accept the Visa Purchasing Card as a form of payment?  
 \_\_\_ Yes \_\_\_ No
- D. **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.

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

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

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

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

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:
- 
- 
-

**F. Acknowledge receipt of the following Addenda:**

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

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**

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 D - Other Provisions (if any)
- 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 D (if applicable)
- (3) Attachment C (Standard State Provisions for Contracts and Grants)
- (4) Attachment A
- (5) Attachment B

List other attachments, if any, in order of precedence

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

By the State of Vermont:

By the Contractor:

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

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

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT A – STATEMENT OF WORK

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

**DELETE THESE INSTRUCTIONS** All State contracts must describe the work to be performed in clear, concise and complete statements. Attachment A of the Standard State Contract should be used to detail the work to be performed or products to be delivered by the contractor. A well written description will include the schedule for performance, identification of project deliverables, deliverable milestones, and standards by which the contractor's performance will be measured. This description of the work may also be referred to as the Statement of Work, Specifications of Work, or Subject Matter. Please refer to Appendix II for further guidance. The deliverables and milestones should be used to inform the payment terms in Attachment B. Attaching RFPs and RFP responses to contracts is not permitted. RFP responses can be long and complicated and may include both unnecessary information and introduce internally inconsistent terms within the contract.

The level of required contract compliance monitoring, if applicable, should be based on the assessment of the risk for delay or failure to deliver the services. In assessing the risk, agencies should consider factors such as: amount of funds involved; contract duration; contract complexity; history of the Contractor with State government; amount of subcontracting involved; and other relevant issues. Whether or not liquidated damages, service credits and/or retainage are part of the contract, the document should include a section that describes specifically how the Agency will monitor the contract for compliance.

Types of compliance monitoring processes and steps may include: (i) periodic contractor reports; (ii) invoice reviews; (iii) on-site visits; (iv) scheduled meetings; (v) audits; (vi) independent performance reviews; (vii) surveys of users/clients; and (viii) post-contract audit or review. This section may also describe a process for identification, discussion, and resolution of disputes between the Contractor and the State, both during the contract duration and after expiration.

**NOTE:** Additional guidance for drafting Attachment A is provided in Bulletin 3.5, Appendix II



**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: \_\_\_\_\_

**DELETE THESE INSTRUCTIONS** The above language up through section 5 is standard and should be included in all services contracts. Section 6 is merely a prompt for completion of the particular payment terms necessary to the contract, such as the schedule and/or rates of pay. Sample language is provided below, if helpful, but there is no required format.

*TIME/MATERIALS: If payment will be based upon time and materials, specify the frequency of invoicing and the rate of payment. For example:*

Contractor shall be paid \$50.00 per hour for work performed under this Contract, and shall submit invoices to the State not more frequently than monthly.

*FIXED PRICE/DELIVERABLES: If payments are fixed price, specify an invoice schedule that corresponds to completion of the deliverables or phases of work described in Attachment A. For example:*

Contractor shall submit invoices to the State in accordance with the following schedule:

<u>Deliverable</u>	<u>Invoice Amount</u>
Phase 1 completed by May 1, 2015	\$5,000.00
Phase 2 completed by July 1, 2015	\$5,000.00

Submit Final Report by August 31, 2015 \$8,000.00

**NOTE:** Additional guidance for drafting Attachment B is provided in Bulletin 3.5, Section IX.A.5 and Appendix III

**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>.**

**ATTACHMENT D  
FEDERAL TERMS & CONDITIONS**

This Contract is funded through a federal award (AM200100XXXXG003) from the US Department of Agriculture (USDA) Agricultural Marketing Service (AMS) and the requirements of the federal award also apply to this contract. Contractor must comply with all applicable provisions in the 2020 AMS General Terms and Conditions (available online at: <https://www.ams.usda.gov/sites/default/files/media/FY2020GDTermsandConditionsUpdates.pdf>) which are incorporated by reference into this agreement as if fully set forth herein.

**CONTRACTOR BREACH, ERRORS AND OMISSIONS**

1. Any breach of the terms of this contract, or material errors and omissions in the work product of Contractor must be corrected by Contractor at no cost to the State, and Contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. The State's review, approval or acceptance of, and/or payment for the services required under this contract shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

**TERMINATION FOR CONVENIENCE**

1. General
  - a. Any termination for convenience shall be effected by delivery to the Contractor of a Notice of Termination specifying the termination is for the convenience of the State, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
  - b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
  - c. No compensation will be allowed for items eliminated from the Contract.
  - d. Termination of the Contract, or a portion thereof, shall not relieve the Contractor of its contractual responsibilities for surety of its obligation for and concerning any just claim arising out of the work performed.
2. Contractor Obligations  
After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:
  - a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
  - b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
  - c. Terminate and cancel any orders or subcontracts for materials, services, and/or facilities, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
  - d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
  - e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of Contractor and in which the State has or may acquire any interest.
  - f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

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

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. Settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of

anticipated profits on work STATE OF VERMONT CONTRACT not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.