

Request for Proposals

Analysis of Buildings/Thermal Energy Sector Emissions reduction policies for Vermont

Release Date: INSERT, 2022
Proposals Due: INSERT, 2022

Contact for Proposals:

Jane Lazorchak, Director of the Global Warming Solutions Act, Agency of Natural Resources |
jane.lazorchak@vermont.gov; (802) 505-0561

THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK <http://www.vermontbidsystem.com> FOR ANY AND ALL NOTIFICATIONS, RELEASES AND AMENDMENTS ASSOCIATED WITH THE RFP.

General Specifications

The State of Vermont Agency of Natural Resources (Agency) is requesting proposals for the assessment of policy options to reduce greenhouse gas (GHG) emissions in the buildings/thermal energy sector in Vermont necessary to meet emission reduction requirements of the Vermont Global Warming Solutions Act. It is envisioned that this work will occur largely between now and the March, 2023. A more detailed description of the range of services being sought is provided in the 'Scope of Services' section below.

The Agency is seeking to contract with one or more entities that can provide the services outlined below in the Scope of Services section of this RFP. The contract form will be the State of Vermont Standard Contract for Personal Services, with attachments. Appendix A contains the customary State contract provisions. Please refrain from bidding if the contract and provisions are not acceptable to your organization. The State will not negotiate changes in the contract or in these provisions.

The Agency prefers, but is not strictly limited to selecting, a single bid covering the entire Scope of Services from a single bidder. However, the Agency recognizes that the distinct areas of subject matter contemplated in Scope of Services, below, may not all be possessed in full by a single individual or entity. If the bidder proposes to meet the performance requirements of this RFP by an arrangement involving a lead contractor and one or more subcontractors, the lead contractor must be the bidder, and the lead contractor's bid must clearly identify any and all subcontractors. Similarly, if a bidder proposes to meet the performance requirements of this RFP by a form of joint venture, the bidder must very clearly explain the proposed entity type and structure of the joint venture in detail, must clearly identify all participants in the joint venture, must describe how the scope, roles, and responsibilities will be allocated among and across entities, and must provide a substantiation of the specific relevant experience and qualifications of any and all participants in the joint venture.

The Agency reserves the right, in its sole discretion, to award separate sub-portions of the Scope of Services covered by this RFP to separate bidders. The Agency reserves the right, in its sole discretion, to

use a Best and Final Offer (BAFO) process to explore and negotiate such a potential award of different sub-portions of the Scope of Services to separate bidders, the Agency's ability to explore and negotiate multiple awards in that manner shall not be limited to the BAFO process, nor shall the BAFO process be limited to the potential allocation of work across multiple bidders.

Contact

All communications concerning this Request for Proposals (RFP) are to be submitted in writing, via email, to Jane Lazorchak at the Vermont Agency of Natural Resources (jane.lazorchak@vermont.gov).

Deadline for Questions

Potential respondents may submit questions regarding this RFP. Questions must be submitted in writing, via e-mail, to Jane Lazorchak (jane.lazorchak@vermont.gov) and must be received by 4:00PM INSERT DATE, 2022. Responses to any questions received will be published on the Vermont Climate Action Office website (<https://climatechange.vermont.gov>) on a rolling basis, with all responses posted by 4:00PM on INSERT DATE 2022.

RFP Response Submission

The closing date for the receipt of RFP responses is 4:00PM Eastern Time on INSERT, 2022. Responses must be delivered via e-mail to jane.lazorchak@vermont.gov prior to that time. Responses should be labeled, "Response to RFP – Analyzing Building/Thermal Energy Sector Emission reduction policies for Vermont". The responses received by ANR will be reviewed by ANR and Vermont Public Service Department (PSD) staff, in collaboration with a task group comprised of members of the Vermont Climate Council and the Cross-Sector Mitigation Subcommittee ("Task Group").

Contractor Selection Schedule

It is anticipated that the contract award will be issued by INSERT, 2022, and bidders no longer being considered will be notified by mail or email.

Introduction and Background

Vermont's Act 153 (2020) – the Global Warming Solutions Act, or GWSA requires that Vermont reduce its gross greenhouse gas emissions, as accounted for in the Vermont Greenhouse Gas Inventory, by at least 26% below 2005 levels by 2025; 40% below 1990 levels by 2030; and 80% below 1990 levels by 2050.¹ As of the latest Vermont Greenhouse Gas Inventory, the residential-commercial-industrial fuel use sector (RCI Sector) makes up the second largest share (31%) of Vermont's climate pollution.² Building heating costs also make up the second largest share of the energy cost burden facing Vermonters (35% of total energy expenditures).

The GWSA also created a Vermont Climate Council (VCC) which is required to:

1. Identify, analyze, and evaluate strategies and programs to reduce greenhouse gas emissions; achieve the State's reduction requirements; and build resilience to prepare the State's

¹ Vermont Global Warming Solutions Act (Act 153). See page 4, <https://legislature.vermont.gov/Documents/2020/Docs/ACTS/ACT153/ACT153%20As%20Enacted.pdf>

² Vermont Greenhouse Gas Emissions Inventory and Forecast: 1990 – 2017. See page 36, https://dec.vermont.gov/sites/dec/files/aqc/climate-change/documents/Vermont_Greenhouse_Gas_Emissions_Inventory_Update_1990-2017_Final.pdf

communities, infrastructure, and economy to adapt to the current and anticipated effects of climate change, including:

- a. creating an inventory of all existing programs that impact greenhouse gas emissions and their efficacy;
 - b. evaluating and analyzing the technical feasibility and cost-effectiveness of existing strategies and programs and identifying, evaluating, and analyzing new strategies and programs that are based upon emerging scientific and technical information;
 - c. analyzing each source or category of sources of greenhouse gas emissions and identifying which strategies and programs will result in the largest greenhouse gas emissions reductions in the most cost-effective manner;
 - d. identifying, analyzing, and evaluating public and private financing strategies to support the transition to a reduced greenhouse gas emissions economy and a more resilient State; and
 - e. evaluating and analyzing existing strategies and programs that build resilience, and identifying, evaluating, and analyzing new strategies and programs to prepare the State's communities, infrastructure, and economy to adapt to the current and anticipated effects of climate change.
2. Adopt a Vermont Climate Action Plan (CAP) which sets forth the specific initiatives, programs, and strategies that the State shall pursue to reduce greenhouse gas emissions; achieve the State's reduction requirements; and build resilience to prepare the State's communities, infrastructure, and economy to adapt to the current and anticipated effects of climate change.

The VCC agreed on October 26, 2021, to utilize 2018 as the reference year for assessing sectoral proportionality in regard to the GWSA emissions reduction requirements.³ This means the CAP should aim to achieve a minimum of 34% of Vermont's required emissions reductions from the RCI sector.

The initial CAP primarily focuses on the initiatives, programs, and strategies necessary to achieve the reductions required by 2025 and 2030.⁴ 2025 emissions will need to be equal to or less than 7.38 MMTCO_{2e}: a reduction of 1.26 MMTCO_{2e} from 2018 reference year emissions. The RCI sector's share of this reduction should be approximately 34%, or 0.43 MMTCO_{2e} by 2025. This will require RCI sector emissions to be no higher than 2.50 MMTCO_{2e} in 2025.

2030 statewide emissions will need to be equal to or less than 5.18 MMTCO_{2e}: a reduction of 3.46 MMTCO_{2e} from 2018 levels. The RCI sector's share of this reduction should again be approximately 34%, or 1.17 MMTCO_{2e}. This will require RCI sector emissions to be no higher than 1.76 MMTCO_{2e} in 2030.

2050 statewide emissions will need to be equal or less than 1.73 MMTCO_{2e}; a reduction of 6.91 MMTCO_{2e} from 2018 levels. The RCI sector's share of this reduction should be approximately 34%, or 2.35 MMTCO_{2e}. This will require RCI sector emissions to be no higher than 0.59 MMTCO_{2e} in 2050.

³ <https://outside.vermont.gov/agency/anr/climatecouncil/Shared%20Documents/10-26-21%20Minutes%20-%20Vermont%20Climate%20Council.pdf>

⁴ Note: The GWSA focuses on the annual statewide emissions in 2025, 2030, and 2050, not the cumulative emissions between now and those years.

The Initial CAP, adopted on December 1, 2021, includes recommendations for the primary state-level policy measures to ensure emissions reduction in the RCI sector (the Clean Heat Standard) and the electricity sector (the Renewable Energy Standard). Because of the tight timeline for preparing the initial CAP, it did not include an assessment of the costs and benefits of its primary recommendations.

This RFP is intended develop additional information about the costs, benefits, and impacts of emissions reduction policy options in the RCI sector, including a Clean Heat Standard, necessary to inform future policy decisions in this area.

The following existing programs, data, analyses, and tools may be used to help inform the analysis that is within the scope of this RFP, however data, analyses, and tools used by other jurisdictions in the investigation or implementation of policy options should also be considered to inform this analysis:

- 1) The Vermont Pathways Analysis Report 2.0⁵, prepared by Cadmus and the Energy Future Group
 - a. This analysis includes detailed scenario modeling using the Low Emissions Analysis Platform (LEAP). Minor updates to the model have been made since the report; best available information should be used.
- 2) The 2022 Vermont Comprehensive Energy Plan, including Chapter 6 Thermal and Process Energy Use, and Section 2.2.2. on Decision Making Frameworks (Vermont Public Service Department January 2022)⁶
- 3) The Vermont Energy Action Network Pathways Model, published by the Energy Action Network.
- 4) [An Analysis of Decarbonization Methods in Vermont \(RFF Jan 2019\)](#)⁷
- 5) [Economic Benefits and Energy Savings through Low-Cost Carbon Management \(Regulatory Assistance Project Feb 2019\)](#)⁸
- 6) The Clean Heat Standard (Regulatory Assistance Project and Energy Futures Group December 2021)⁹
- 7) Act 62 – Final Report on All-Fuels Energy Efficiency (Vermont Public Utilities Commission January 2021)¹⁰

Policy and regulatory approaches to be considered

The contractor will evaluate the following policy and/or regulatory approaches. These approaches are not mutually exclusive, and the analysis may consider program designs combining multiple options or variations. Also, this list is not exhaustive. The contractor may identify other policies or approaches that should be considered in addition to, or in combination with, these options.

⁵ https://climatechange.vermont.gov/sites/climatecouncilsandbox/files/2022-03/Pathways%20Analysis%20Report_Version%202.0.pdf

⁶ [2022 Comprehensive Energy Plan | Department of Public Service \(vermont.gov\)](#)

⁷ https://ljfo.vermont.gov/assets/Uploads/f7d068947e/DecarbonizationMethodsVT_Report_7.pdf

⁸ <https://ljfo.vermont.gov/assets/Uploads/a5e545b014/rap-carbon-management-VT-JFO-february-2019-updated.pdf>

⁹ <https://www.eanvt.org/chs-whitepaper/>

¹⁰ <https://puc.vermont.gov/document/act-62-final-report-legislature-all-fuels-energy-efficiency>

- 1) Expansion of existing policies and programs (heat pump and other fossil reduction technology installations through Tier III, weatherization programs, and energy efficiency utility thermal programs)
- 2) Direct carbon pollution pricing
- 3) Cap and trade/invest programs (individually or regionally)
- 4) Sector-wide performance Standards (e.g., the proposed Vermont Clean Heat Standard, a clean fuel standard)
- 5) Targeted performance standards for heating appliances
- 6) Direct regulation of fuel emissions and/or appliances

Scope of Services

The Agency of Natural Resources seeks technical assistance in evaluating the options for reducing emissions from the RCI sector consistent with the Global Warming Solutions Act requirements. All policies, programs, or regulatory options need to be evaluated on their ability to not only meet the emissions reduction requirements but include relative costs and financial implications.

Where appropriate, this analysis will build off existing data and analyses, and some that are currently under development, as discussed in the background materials above. These analyses should be used to estimate the emissions reductions Vermont is currently on track to achieve from the buildings/thermal sector between now and 2030 and now and 2050, and what reductions are possible via the implementation of additional approaches that will be evaluated in the tasks below and the cost of these policy options.

Task 1: Information gathering and Identification of options to reduce buildings/thermal sector emissions

To fully understand the emissions reductions necessary from the RCI sector to meet the requirements of the GWSA it will be critical to review the data collected and analysis conducted to date. It will also be essential to develop an understanding of the existing policies and programs that generate GHG reductions in the RCI sector in Vermont. At the outset, the contractor will review work completed by ANR, PSD, and others including, but not limited to, the materials listed above. Task meetings with ANR and PSD staff will include a standing agenda item to discuss materials reviewed and to identify materials to be reviewed for the next meeting.

Following review of existing data, analyses, existing programs, and any other programs identified by the contractor, the contractor will develop a baseline/reference emissions case and identify any additional mechanisms and policies recommended for further evaluation apart from the approaches listed above that could be used to reduce emissions from the RCI sector consistent with the Global Warming Solutions Act requirements. With contractor participation, the Agency will select up to 5 policy/policy sets for quantitative analysis by the contractor. Strategies, policies, and programs may be reviewed independently as well as in coordination with other analyzed options.

Deliverables: Up to three meetings with state staff to gather and understand information required, as well as review of materials listed above and other relevant analyses, and one meeting with the Task Group to discuss relevant analyses for review. Compile a summary list of examples of strategies, policies, and programs to be considered in future tasks. Review summary list with state staff (one meeting) and with Task Group (one additional meeting).

Task 2: Evaluation and analysis of options to reduce emissions from the buildings/thermal sector, draft report

The contractor will analyze and report out on the selected policy/policy sets from Task 1 using the following criteria:

- Ability to deliver emissions reductions in line with GWSA requirements for 2025, 2030 and 2050;
- Cost per metric ton of GHGs reduced or avoided to Vermont consumers, in terms of both pure cost and net of benefits;
- Cost per metric ton of GHGs reduced or avoided to Vermont net of employment/economic and health impacts. Net impacts should be presented both annually and on a net-present-value basis;
- Overall economic costs/benefits to Vermont as a whole, including potential economic development effects, measured on a lifetime basis.
- Ability for policy or program design to prioritize delivery of benefits to low-income, overburdened, and marginalized Vermonters and the estimated cost impact of enhancing equity through program design; and
- Feasible timeline for implementation, with estimates of the resources required to administer different policy options.

In addition, the contractor will prepare a narrative that addresses the following questions:

- On an annual basis, which of the programmatic approaches would achieve the RCI sector GHG emissions reductions target at the least cost to Vermonters between now and 2030? How, if at all, would the least-cost approach differ for achieving the 2050 RCI sector GHG emissions target if the approach was not constrained by meeting the 2030 emissions reduction requirement?
- Which of the programmatic approaches would maximize RCI sector GHG emissions reductions at the lowest total cost to Vermonters on a measure lifetime basis, including considerations such as the social cost of carbon?
- How are the costs of the different programmatic approaches expected to be distributed across Vermont household categories (e.g., urban v. rural, by income level and if possible, multi-family vs single-family households, as well as specific consideration of the commercial/industrial impact)? If costs are anticipated to be uneven, what modifications would help ensure a more balanced approach?
- What are the critical near-term and longer-term supporting policies (e.g., residential electrical service upgrades, grid infrastructure) that are integral to the successful implementation of each of the programmatic approaches? What is the estimated total cost to fully implement these supporting policies statewide? What are the impacts of not fully implementing critical supporting policies on overall cost effectiveness of work in the RCI sector?
- What information is needed to inform/manage/design/implement each programmatic approach? What gaps exist in the information that is currently available? What program design decisions need to be made up front to best understand impacts of the program?
- What steps can be taken to encourage early adopters? What measures will be needed to support individuals who have yet to make the transition?
- Which of the programmatic approaches would require policy interventions, including financial subsidies, to ensure equitable distribution of costs and benefits? How do these interventions impact the overall cost and cost effectiveness of the programmatic approach or policy?
- What are the administrative requirements and costs of each programmatic approach?

This analysis should draw in experience and examples from similar initiatives in other states, where possible, and also consider the work being conducted parallel to this project, such as the significant investments in building weatherization included in Act 185 of 2022. ANR expects that the contractor will use policy impact modeling and other available/appropriate models, methods, and tools to determine outcomes of options related to the goals and criteria listed in this RFP.

Deliverables: Prepare draft report on analysis of options. The draft report will include an executive summary suitable for policymakers and other interested parties. Participate in up to two meetings to review and discuss questions and comments on the draft report.

Task 3: Final report

Finalize the report based on ANR, PSD, and Task Group feedback. Make two presentations of the final report.

Deliverables: Deliver final report. Attend two meetings to present the final report.

Performance Measures

The performance measures for this contract are the successful completion of the above-listed deliverables needed to analyze emission reduction options in the residential-commercial-industrial fuel use sector, including meeting the necessary milestones for the Vermont Climate Council to deliver a progress report on the implementation of the Climate Action Plan by July 1, 2024. Please develop a proposal that incorporates the phases below and propose the most aggressive timeline possible considering the inputs.

Phase	Performance Measure	Deliverable	Timeframe
1	Task 1: Information gathering and development of options list	Up to three meetings with state staff to gather and understand information required, as well as review of materials listed above and any other relevant analyses, and one meeting with Task Group to discuss relevant analyses for review. Compile a summary list of examples of mechanisms and policies to be considered in future tasks. Review summary list with state staff (one meeting) and with Task Group (one additional meeting).	Preparations will begin immediately upon receipt of award approval. Deliverables by INSERT, 2022
2	Task 2: Evaluation and analysis of policy options; draft report	Prepare draft report on analysis of options. Participate in no more than two meetings to review questions and comments on the draft report.	Deliverables by INSERT, 2023

Phase	Performance Measure	Deliverable	Timeframe
3	Task 3: Final report	Deliver final report. Attend two meetings to present the final report.	Deliverable by INSERT, 2023

Proposal Format

All response to this RFP shall include the following elements:

- 1. Qualifications of the Project Team:** Provide qualifications of the persons who are anticipated work under this contract (“project team”) and identify the individual that will serve as the primary point of contact with ANR. For each member of the project team, please include the following information:

 - Name and title
 - Project team role
 - Representative project experience (no more than 5 projects)
- 2. Approach to Completing the Work:** Discuss in detail your approach to completing each of the three tasks described above. Provide a work plan for completing each task. The capacity to complete all components of the analyses through one contract either through the assemblage of a team of consultants or as a single consultant will be given a heavier weight.
- 3. Experience supporting development of climate action work:** Describe familiarity and past involvement with climate action work at a state or provincial level, highlighting any specific experience with conducting analyses related to the policies and programs listed in this RFP, or related to greenhouse gas emissions reduction strategies in general and including the roles performed by Project Team members, within the last five (5) years. If no such experience, please indicate so.
- 4. Experience evaluating costs and benefits of policy options:** Describe familiarity and past involvement with evaluating direct and indirect costs and benefits in order to evaluate a range of policy options. If no such experience, please indicate so.
- 5. Capacity to accomplish the work:** Include relevant examples from previous work experience, including one or more samples of writing similar reports. Please comment on the availability of project members as well as the ease of scheduling and coordination of your team based on existing relationships.
- 6. Cost proposal:** Please provide an estimated budget for the Scope of Services detailed above. The estimated budget must include cost breakdown by budget categories (i.e., personnel, materials and supplies, travel etc.), and must link costs to specific deliverables. In addition, please show the following:

 - Personnel: include projected hours, by individual, by task with billing rates, for each deliverable identified in the Scope of Services;
 - Materials and supplies: estimate cost, by task, for all materials, supplies or other incidentals that will be required to fulfill the Scope of Services;

- Travel: estimate costs for travel, if any, and per diem (meals and lodging) that may be incurred under this contract, including the number of on-site days, weekly/monthly trips, over-night stays, mileage, etc., by task
7. **Certificate of Compliance** (Appendix B) A complete proposal shall include a signed Certificate of Compliance. This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid, and indicates the applicant agrees to required contract terms for the State including tax, insurance, and all other applicable contract terms.

Selection Criteria:

All proposals will be evaluated for completeness, including all elements identified in the Scope of Services. Incomplete proposals will not be evaluated. In the event an insufficient number of proposals are considered complete, bidders may be given extra time to submit addendums.

Complete proposals will be judged by the following weighted criteria:

- Qualifications of the Project Team – 20%
- Approach to the work – 25%
- Experience supporting development of state climate action work or equivalent professional experience – 20%
- Experience evaluating the costs and benefits of policy options – 20%
- Cost – 15%

The State may request supplemental information or conduct interviews with the finalists at its discretion.

Bidder Confidentiality and Access to Public Records

All responses and other information disclosed in connection with this RFP become the property of the State and, once the resulting Contract is finalized, may be subject to disclosure under the State's Access to Public Records Law, 1 V.S.A. § 315 et seq. Bidders must identify any material included in their response that is considered by the bidder to be proprietary or otherwise exempt from public disclosure in the event of a Public Records request, pursuant to 1 V.S.A. § 317(c). Bidders must include a written explanation for each marked section that would support a reasonable claim of exemption, such as, for example, a description of the proprietary nature of the information and the harm that would occur should the material be disclosed. The bidder must include a redacted copy of its response. 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 can the entire response or price information be marked confidential. Should the Agency have concerns about the submitted redactions/explanations or lack thereof, the Agency may invite the bidder to provide sufficient explanation and/or appropriate redaction rights.

Reservation of State's Rights

The State reserves the right to:

1. Accept or reject any and all bids, in whole or in part, with or without cause in the best interest of the State;

2. Waive technicalities in submissions; (A technicality is a minor deviation from the requirements of an RFP that does not impact the substantive terms of the bid/RFP and can be considered without a material impact on the RFP process, etc.). If uncertain of whether a condition qualifies as a technicality, consult with the OPC or AGO for clarification. For example, a late bid is NOT considered a technicality;
3. Conform the selection process, award and/or proposed contract language, at any time during the procurement, to comply with state or federal statute, regulation or grant requirements;
4. Make purchases outside of the awarded Contracts where it is deemed in the best interest of the State; and
5. Obtain clarification or additional information.

Appendix A. Contract Elements

<https://bgs.vermont.gov/sites/bgs/files/files/purchasing-contracting/Forms/ATTACHMENT%20C%20-%20rev%20Dec%202017%20CLEAN.pdf>

SFA - STANDARD CONTRACT FOR SERVICES

1. **Parties:** This is a contract for services between the State of Vermont, Department of Environmental Conservation (hereinafter called “State”), and _____ with principal place of business at _____ (hereinafter called “Contractor”). Contractor’s form of business organization is _____. It is the Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this contract is personal services generally on the subject of _____. Detailed services to be provided by the 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 \$ _____. This contract cannot be used as match for the purpose of obtaining additional federal funds by the contractor without the written approval of the State.
4. **Subcontracting:** Contractor shall not assign labor duties to a subcontractor without the prior written approval of the State. Written approval is obtained by completing the Request for Approval to Subcontract form.
5. **Ownership and Disposition of Equipment:** Any equipment purchased or furnished to the Contractor by the State under this Agreement is provided on a loan basis only and remains the property of the State. Contractor must submit a written request to retain the equipment at the end of agreement term for the same use and intended purpose as outlined in this agreement. The written request should include: description of equipment, date of purchase, original cost and estimated current market value.
6. **Contract Term:** The period of contractor’s performance shall on _____ and end on _____. This contract may be renewed for up to 2 additional one year periods upon written agreement by the State and the Contractor.
7. **Source of Funds:** State funds
8. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this agreement must be made in writing at least 30 days prior to the end date of this agreement or the request may be denied.

9. Cancellation: This contract may be canceled by either party by giving written notice at least days in advance.
10. Fiscal Year: The contractor's fiscal year starts and ends .
11. Work product ownership: Upon full payment by the State, all products of the Contractor's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Contractor.
12. Attachments This contract consists of the following attachments which are incorporated herein:
 - Attachment A - Specifications of Work to be Performed
 - Attachment B - Payment Provisions
 - Attachment C - Customary State Contract Provisions
 - Request for Approval to Subcontract
13. Order of Precedence: Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:
 - a. Standard Contract
 - b. Attachment C (Standard Contract Provisions for Contracts and Grants)
 - c. Attachment A
 - d. Attachment B

**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 B. Certificate of Compliance

https://bgs.vermont.gov/sites/bgs/files/files/purchasing-contracting/contracts/Certificate%20of%20Compliance%205_16_17.pdf

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 ChallengeSM Certification
 - Other internationally recognized building certification:
-

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

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

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

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