ATTACHMENT D1: CONSTRUCTION

**STATE OF VERMONT**

**STATEMENT OF WORK (SOW) Request for Proposal (RFP)**

**PROJECT NAME** (If using SEP funds, project title must include prefix “SEP14:”)

**TOWN, VERMONT**

(NOTE: Text that appears in orange letters is instructive only and should be deleted from the final RFP. Text in yellow highlighting must be updated or deleted. Utilize or delete paragraphs as appropriate to the RFP. Text that appears in black letters should be included in the RFP as-is.)

**Construction Service Category: XXXXXXXXXX** (retainer contract category name here)

**Request for Proposal: MONTH DAY, YEAR** (issue date)

# **ADMINISTRATIVE INFORMATION**

## AGENCY/DEPT RESPONSIBILE FOR SOW-RFP AND SOW AGREEMENT

* + 1. NAME OF STATE PROJECT MANAGER, AGENCY OR DEPT. NAME

* 1. This SOW RFP is being issued in accordance with the Master Agreement between the Contractor and the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting. After an evaluation of Contractor’s response to this SOW RFP, the Contracting Agency may elect to enter into a specific Purchase Order (PO) which will outline all SOW requirements.

# **SOW PROPOSAL SUBMISSIONS**

* 1. All SOW Proposals are due no later than: **MONTH DAY, YEAR at TIME**
  2. Proposals must be submitted by email, mail or in person to: EMAIL ADDRESS OF STATE PROJECT MANAGER.

# **PRE-BID MEETING:**(Choose one)

* 1. The contracting Agency/Department will hold a pre-bid meeting at LOCATION on MONTH DAY, YEAR at TIME. Questions presented at the pre-bid will be answered in writing by addendum.

OR

There will not be a pre-bid meeting for this project.

1. **QUESTION PERIOD:** (Optional)
   1. All questions pertaining to this RFP must be submitted to the project manager in writing to EMAIL ADDRESS OF STATE PROJECT MANAGER by MONTH DAY, YEAR at TIME. Questions will be answered by addendum.

# **STATEMENT OF RIGHTS**

* 1. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. The Contractor may be asked to give a verbal presentation of its proposal after submission. Failure of Contractor to respond to a request for additional information or clarification could result in rejection of the Contractor’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.

# **METHOD OF AWARD AND PROCEDURE FOR AWARDING A SOW AGREEMENT**

* 1. Contractor selection, or the determination to terminate the SOW-RFP without award, shall be done in the best interest of the State.
  2. EVALUATION CRITERIA:
     1. The responses will be evaluated based on the following: (Edit evaluation criteria below as appropriate for your project)
        1. Cost
        2. Prior Experience with this type of work (Optional, if specialized; include same requirement in SOW)
        3. Ability to meet completion dates in proposed project schedule (Must include schedule/completion dates in SOW)

# **SCOPE OF WORK/PROJECT REQUIREMENTS:**

### Describe project scope of work, special requirements, schedule and completion dates, etc., in detail. (Under no circumstance should a SOW be developed, or a SOW RFP be released, where the deliverables are not quantified or the criteria for acceptance are not defined. Be clear and concise. The deliverables identified here should be directly tied to payment provisions)

* 1. For projects using Special Experimental Projects (SEP) funds, the following shall apply and be identified in the resulting SOW-PO and/or SOW-Agreement. (Delete this section in its entirety if this is not an SEP-funded project)
     1. **FUNDING SOURCE:** This project is being funded using federal monies and shall require compliance with the Davis-Bacon Act. Wages shall be paid using rates no less than those established under the Davis-Bacon prevailing wage rates.  Complete information related to Davis-Bacon and Related Acts is available at: <http://www.dol.gov/whd/contracts/dbra.htm> .
     2. **Disadvantaged Business Enterprises (DBEs):** Certified DBE's are encouraged to submit proposals for the work being bid.  If Certified DBE’s are unable to bid the project directly, and only want to bid on portions of the work, then you are encouraged to seek out a current plan holder. Plan holder lists are posted weekly at:  <http://bgs.vermont.gov/purchasing>, and then click on Construction Bid Tabulations/Plan Holder Lists on the right hand column of the screen.  For more information on the DBE Certification application process visit: <http://vtrans.vermont.gov/civil-rights/doing-business/dbe-center> or contact Sonya Boisvert, 802-279-1330, email: [sonya.boisvert@vermont.gov](mailto:sonya.boisvert@vermont.gov) .
     3. Contractors and Subcontractors are required to follow the requirements of 46 CFR 381.7 (a)-(b). For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link:   <https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>
     4. Additional requirements associated with this project shall require Contractor compliance with the following:
        1. FHWA 1273: <http://vtrans.vermont.gov/civil-rights/doing-business/contractors-center/davis-bacon>
        2. USDOL Vermont Highway Wage Decisions: : <http://vtrans.vermont.gov/civil-rights/doing-business/contractors-center/davis-bacon>
        3. USDOL Building Wage Decisions: <http://www.wdol.gov/dba.aspx>, click on: State, County then Construction Type (would be Building), then hit search.
        4. VTrans CR Contractor and Labor Compliance website: <http://vtrans.vermont.gov/civil-rights>.
     5. **Jobsite Posters:** VTrans will be providing the Federal poster package to BGS for use by the Contractor on-site.  When a job office is not established due to the nature of the work and/or the length of the contract, the contractor and subcontractors must display all notices or posters at their home offices where hiring is conducted, and each employee must be provided copies of all the notices or posters and sign a statement acknowledging they received and understood the content of all the notices or posters. The signed statement must be included with all invoices.

Delete the following paragraph if Submittal Exchange is not going to be used.

* 1. Electronic Submittals:
     1. Contractor shall obtain a license for the State to utilize Submittal Exchange for the purposes of this project. The State and its representatives will have full control of the use of Submittal Exchange by authorized users of the State.
     2. Submittal Exchange® (www.submittalexchange.com) shall be used to provide an on-line database and repository, which shall be used to transmit and track project-related documents. The intent for using this service is to expedite the construction process by reducing paperwork, improving information flow, and decreasing submittal review turnaround time.
     3. Project submittals (shop drawing, product data and quality assurance submittals) shall be transmitted by the Contractor in PDF to Submittal Exchange®, where it will be tracked and stored for retrieval for review. After the submittal is reviewed it shall be uploaded back to Submittal Exchange® for action and use by the Contractor.
     4. The service also tracks and stores documents related to the project such as Request for Information (RFI’s), Architect/Engineer's Supplemental Instructions (ASI), Information Bulletins (IB’s), CAD Coordination, Commission, Construction Change Directive (CCD), Contractor’s Daily Reports, Minutes, Photos, Quality Control, Shop Drawings, Testing, Closeout Documents including As-Built Drawings, Operations and Maintenance Manuals and other project related documents.
     5. The Project Manager will coordinate the initial training between the Contractor and Submittal Exchange®.
  2. BONDING (choose one)
     1. Bonding is not required for this project.

OR

* + 1. Full bonding is required for this project.

OR

* + 1. Modified bonding is required for this project.
  1. RETAINAGE (choose one)
     1. The State shall withhold 10% of each payment as retainage. Upon completion of the SOW Project in accordance with the prescribed project timeline, and to the satisfaction of the State, Contractor may submit a single invoice for the amount of retainage.

OR

* + 1. Retainage will not be withheld on this project.

# **CHANGE ORDERS**

* 1. Change orders are not anticipated, however, if one becomes necessary, such work must be authorized by the State in writing before such work can proceed and may require an amendment to the SOW Agreement.

## SUBCONTRACTORS (if being used)

* 1. Identify all proposed subcontractors and their full roles that may be involved completing the Scope of Work. No work shall be subcontracted without knowledge of and approval by the State.

# **REQUIRED PRICE PROPOSAL RESPONSE**

* 1. All pricing must be fixed cost, inclusive of all expenses and fees if this Statement of Work proposal is for a Fixed Price agreement. (Remove if this is a Time and Materials agreement)

OR

For Time and Materials, the pricing proposal must include estimated effort hours, hourly rate for proposed personnel, projected timeline, NTE amount, and completion date. (Remove if this is a Fixed Price agreement)

1. **INVOICING AND PAYMENT**

* 1. All work performed by the Contractor must be approved in advance by the State. Once work has been completed, delivered and accepted by the State, invoicing can occur. The State’s payment terms are net 30 days.

1. **PLAN SECURITY CERTIFICATION**
   1. Contractor acknowledges that the plans pertaining to this project have been declared exempt from public record inspection for security reasons and have been disclosed to Contractor as per 1 V.S.A. §317(c)(32) for the performance of the Work specified herein. Contractor hereby expressly acknowledges and agrees to disclose plans only to a licensed architect, engineer, or Contractor who is bidding to work on, or actually performing work on, buildings, facilities, infrastructures, systems, or other structures owned, operated, or leased by the state and specifically related to this project. Furthermore, Contractor agrees to abide by BGS Administrative Policy # 35 and any existing or future directives set forth by the State concerning the copying or distribution of the plans. Fraud, misrepresentation, falsification, or concealing or covering up material facts relating to compliance with these directives may result in one or more of the following actions: termination of the contract(s), suspension of bidding privileges, withholding, deducts, forfeiture of security bonds, and criminal prosecution punishable by imprisonment of up to five years and/or up to a $10,000 fine as per 13 V.S.A. §3016.
2. **MINORITY AND WOMEN BUSINESS ENTERPRISES (M/WBE)** Delete this section in its entirety if the total project cost is less than $50,000.
   1. It is the policy of the State of Vermont that M/WBE's shall have the maximum opportunity to participate in the performance of contracts financed with state funds. All Bidders are encouraged to contact M/WBE's in an effort to recruit them to submit proposals for the work or portions thereof. The contractor shall not discriminate on the basis of race, color, national origin or sexual orientation in the award and performance of subcontracts. The Department of Buildings and General Services shall, in accordance with Executive Order #15-91, and for publicly funded capital construction projects exceeding $50,000.00, comply with the following provisions and requirements. After signing Attachment D2 Construction – Statement of Work Agreement (SOW Agreement), return it to the project manager along with the M/WBE Reporting Form. The form includes space to report the name, address and phone number of the M/WBE's contacted, the trade, if their price was included in the bid proposal, and if not, the reason for rejection of their bid. The SOW Agreement will not be executed and no work can be performed on this project until the M/WBE Form is received. Failure to contact M/WBE's on or when projects require sub-contract work may constitute non-compliance and may result in forfeiture of future bidding privileges until resolved.
3. **VERMONT PREVAILING WAGE RATE REQUIREMENTS** Delete this section in its entirety if the total project cost is less than $100,000.
   1. Vermont law requires this project comply with the prevailing wage rate requirements set forth in 29 V.S.A. §161. The full text of 29 V.S.A. §161 is available at: <https://legislature.vermont.gov/statutes/section/29/005/00161> .
4. **WORKER CLASSIFICATION** Delete this section in its entirety if the total project cost is less than $250,000.
   1. State Contracts Compliance Requirements: The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding $250,000.00 requires bidders comply with the following provisions and requirements. ((a) (3) For construction and transportation projects over $250,000.00, a payroll process by which during every pay period the contractor collects from the subcontractors or independent contractors a list of all workers who were on the jobsite during the pay period, the work performed by those workers on the jobsite, and a daily census of the jobsite. This information, including confirmation that contractors, subcontractors, and independent contractors have the appropriate workers¿ compensation coverage for all workers at the jobsite, and similar information for the subcontractors regarding their subcontractors shall also be provided to the department of labor and to the department of banking, insurance, securities, and health care administration, upon request, and shall be available to the public.
5. **WASTE REDUCTION PLANNING**
   1. It is the intent of the State of Vermont to significantly reduce the amount of construction debris going into the total waste stream. Contractor is required to prepare and submit a Construction Site Waste Reduction Plan prior to execution of a SOW Agreement. A sample plan is available at: https://dec.vermont.gov/waste-management/solid/materials-mgmt/construction-waste. Failure to comply with this provision or a failure to comply with the plan itself will result in withholding of general conditions' money from the contractor's monthly requisition until Contractor has rectified the situation and is in full compliance with these provisions.

**STATE OF VERMONT**

**PRICE PROPOSAL FOR SOW-RFP FOR**

**PROJECT NAME** (If using SEP funds, project title must include prefix “SEP14:”)

**TOWN, VERMONT**

## PRICE PROPOSAL: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## COMPLETION DATE:

ACKNOWLEDGEMENT OF ADDENDUMS (IF APPLICABLE)

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COMPANY NAME:

NAME:

SIGNATURE:

DATE:

## COMMENCEMENT OF WORK UNDER A SOW AGREEMENT

Commencement of work as a result of the SOW-RFP process shall be initiated only upon issuance of a fully executed Purchase Order.