ATTACHMENT D1

**STATE OF VERMONT**

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

(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.)

**PROJECT MANAGEMENT SERVICES:** PROJECT NAME

**Request for Proposal**

**Month DD, YYYY**

# **ADMINISTRATIVE INFORMATION**

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

* + 1. Name of the person/s, Agency/Dept.

* 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 SOW Agreement which will outline all SOW Agreement requirements and payment provisions.

# **SOW PROPOSAL SUBMISSIONS**

* 1. All SOW Proposals are due no later than: **(Date) and Time**
  2. Proposals must be submitted by email to: EMAIL ADDRESS OF PROJECT MANAGER. The email submission must reference the project name “**SOW-RFP Project Name**”.
  3. The SOW RFP Response is to be submitted to the contact set forth above via e-mail in Word and pdf formats. The “subject” line in the e-mail submission shall state the SOW-RFP Project Name.
  4. There is an attachment size limit of 25 MB. It is the Bidder’s responsibility to compress the PDF file containing its bid if necessary in order to meet this size limitation.
  5. All SOW RFP Responses become the property of the State and, once the resulting SOW Agreement is finalized, are subject to disclosure under the State’s Public Records Act, 1 V.S.A. §§ 315-320. If a SOW RFP Response includes material that is considered by the Contractor to be a trade secret under 1 V.S.A. § 317(c)(9), the Contractor shall clearly designate the material as such in its submission. In accordance therewith, the State will not disclose information for which a reasonable claim of trade secret can be made pursuant to 1 VSA § 317(c)(9).
  6. **In the cover letter to any SOW RFP Response, the Contractor must identify each page or section of the response that it believes is a trade secret and provide a written explanation relating to each marked portion to justify the denial of a public record request should the State receive such a request.**

# **PRE-BID MEETING:**

* 1. The contracting Agency/Department will hold a pre-bid meeting at LOCATION on DAY, DATE and TIME

# **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. Ability to meet completion dates in proposed project schedule
        3. Minimum Qualifications/Prior Experience with this type of work (optional, if specialized)
        4. References (optional, if specialized)

# **STATEMENT OF WORK**

### PROJECT BACKGROUND

* + 1. Brief description of Contracting Agency’s project background and/or situation leading to this Project
    2. STATEMENT OF WORK:
       1. Responsibilities may include: development and maintenance of a project schedule; project design oversight involving working with design consultant teams and user groups throughout the design process; permit applications and attendance at public hearings; coordination of bid process, including attendance at pre-bid meetings, oversight of bid process, and issuance of addenda; review of bid proposals and recommending contract awards; contract administration, general contractor oversight; coordination of commissioning agent, testing services and special inspection requirements; budget administration, coordination of project job meetings, coordination of all communications with building occupants and affected user groups, interior design coordination and furniture selection coordination, reporting requirements, and management of warranty issues, under the oversight and direction of an Agency/Department Project Manager, or a BGS Project Manager, or the BGS Design and Construction Program Chief (DCPC).
       2. Contractor shall also be responsible for reviewing various submittals, including but not limited to, shop drawings, proposed change orders / change order requests, test results, and requisitions; communication with project consultants, client representatives, inspectors, contractors and others; overseeing the General Contractor’s work; and assisting with other project-related duties as assigned by the Agency/Department Project Manager or the BGS DCPC.

# **SOW AMENDMENTS**

* 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 requires an SOW Amendment to the SOW Agreement. Reference Attachment D3.

# **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 Time and Materials 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.

**STATE OF VERMONT**

**PRICE PROPOSAL FOR SOW-RFP FOR**

**PROJECT NAME, TOWN, VERMONT**

(The Price Proposal must request information to match the evaluation criteria identified in the Method of Award of this SOW-RFP and use the same deliverables as outlined in the Scope of Work of this SOW-RFP. Adjust formatting accordingly to ensure appropriate page breaks.)

1. **Minimum Qualifications** (if specialized work and prior experience is required, as outlined in the Evaluation Criteria of the SOW-RFP):
   1. Does the firm have experience working in TYPE OF FACILITY within the last XX (##) years?

☐ Yes ☐ No

* 1. If yes to 1.1., list name, title and role of proposed team members: (including sub-consultants, if applicable, attach additional sheets if necessary)
     1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
     2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
     3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
     4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  2. If yes to #1, list 3 previous projects of similar experience: (attach additional sheets if necessary)
     1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
     2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
     3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **References:** (If required, as outlined in the Evaluation Criteria of the SOW-RFP)
   1. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email/phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email/phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email/phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## COMMENCEMENT OF WORK UNDER A SOW AGREEMENT

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

1. SOW AGREEMENTS
   1. If selected, the Contractor will sign an SOW Agreement with the Contracting Agency to provide the deliverables set forth in its response and at prices agreed by the Contracting Agency. Minimum support levels set forth in this SOW RFP and terms, and conditions from the Master Agreement, including Attachment C thereto, will become part of each SOW Agreement. Each SOW Agreement will be subject to review throughout its term. The Contracting Agency will consider cancellation of each SOW Agreement, as well as the Master Agreement, upon discovery that the Contractor is in violation of any portion of the Master Agreement or an SOW Agreement, including an inability by the Contractor to provide the products, support, and/or service offered in its response. Each SOW Agreement shall specify the term of the Agreement.

ACKNOWLEDGEMENT OF ADDENDUMS (IF APPLICABLE)

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

COMPANY NAME:

NAME:

SIGNATURE:

DATE: