

Request for Proposal (RFP)

PHOTOGRAPHY SERVICES

The State of Vermont seeks proposals from qualified photographers able to support its various photography needs by entering into a “Master Contract” agreement.

Key RFP Events	Date & Time
Issue Date:	March 11, 2020
Pre-qualification: *	March 26, 2020 by 1:00 PM
Questions Due:	March 20, 2020 by 1:00 PM
Proposals Due:	March 27, 2020 by 1:00 PM
Public Bid Opening:	March 27, 2020 at 1:00 PM

* All bidders on this project must be a **Pre-qualified Marketing Vendor** in the “Photography” service category in order to submit an eligible proposal and to be considered for this work. Bidders who need to become pre-qualified for marketing contracts must submit an application to the Chief Marketing Officer by the pre-qualification deadline indicated in this RFP. Refer to the Pre-qualified Marketing Vendor Application for requirements. Information regarding pre-qualification can be found at cmo.vermont.gov.

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

cmo.vermont.gov

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

CMO Contact: Sharon Welch
Telephone: 802-828-5678
Email: ACCD.Contracts@vermont.gov



Table of Contents

1. OVERVIEW

- 1.1 Summary
- 1.2 Contract Period
- 1.3 State's Point of Contact
- 1.4 Bidders' Conference
- 1.5 Questions & Answer Period

2. SCOPE OF WORK

3. GENERAL REQUIREMENTS

- 3.1 Pricing
- 3.2 Best & Final Offer (BAFO)
- 3.3 Evaluation of Responses and Method of Award
- 3.4 Climate Change Considerations in State Procurements
- 3.5 Statement of Rights
- 3.6 Contracting Requirements

4. CONTENT AND FORMAT OF RESPONSES

- 4.1 Cover Letter
- 4.2 Background & Experience
- 4.3 Portfolio
- 4.4 References
- 4.5 Certificate of Compliance
- 4.6 Pricing

5. BID PROPOSALS

- 5.1 Submission Format
- 5.2 Closing Date
- 5.3 Public Bid Opening

6. ATTACHMENTS

- 6.1 Certificate of Compliance Form (Required with Bid Submission)
- 6.2 Price Schedule (Required with Bid Submission)
- 6.3 Appendix I – Statement of Work Agreement
- 6.4 Appendix II – Work Request Form: Photography Services
- 6.5 Appendix III – Contractor Performance Evaluation
- 6.6 Appendix IV – Statement of Work – Change Order
- 6.7 Appendix V – Adult Model Release Form
- 6.8 Appendix VI – Minor Model Release Form
- 6.9 Sample State of Vermont Contract Document

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

1. OVERVIEW:

- 1.1 **Summary:** The Chief Marketing Office (CMO) seeks proposals for professional photography and image processing services statewide. Contracts resulting from this request for proposals (RFP) will be available to all State Agencies, Departments, divisions and affiliates. The purpose of this solicitation is to enter into contractual agreements with qualified and talented photographers at an established rate and who are available to the State to provide services as needed and/or on a project-by-project basis. The frequency and volume of work requests for professional photography services is dependent upon the number of State-sponsored events, activities and projects. There is no guarantee of work.
- 1.2 **Contract Period:** Contracts arising from this RFP will be for a base period of two years with an option to renew for up to two additional twelve-month periods. The CMO anticipates the start date will be May 1, 2020.
- 1.3 **CMO's Point of Contact:** All communications concerning this RFP are to be addressed in writing to the CMO 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 **Bidders' Conference:** A bidder's conference is not scheduled for this RFP.
- 1.5 **Question & Answer Period:** Any vendor requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must email specific questions in writing to the CMO's point of contact by the question deadline, both of which may be found on the cover 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 and answers will be disseminated as an addendum to the RFP and posted on the web address indicated on the cover page. Every effort will be made to respond and distribute this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.

2 SCOPE OF WORK:

Vendor will provide the following professional photography services and image processing at a minimum:

- 2.1 Delivery of professional, high-quality photographs of subjects that may include landscapes, people, events, products, places, etc.
- 2.2 Fulfill desired image lists for specific projects and stock libraries
- 2.3 Planning and setup (which may include arrangement of location and subjects, lighting, etc.) for scheduled photo shoots or events at location specified
- 2.4 Post-production processing (which may include raw file conversion, film processing, film to digital processing, etc.)
- 2.5 Deliver all images to the requesting State entity, with a copy to the Chief Marketing Officer (CMO), within the timeframe defined in a Statement of Work (SOW); Images should be provided in electronic format (no less than 300 dpi) on CD/ DVD or flash drive, and should include the processed and raw files of all images taken for the assigned work as defined in the SOW.
- 2.6 Create and distribute a full-color contact sheet of all images for the State customer and the CMO's office within 3 business days

- 2.7 **Travel and location of work:** Events and photo shoots may occur at various locations around the state. The Vendor will be responsible for arranging transportation of equipment and their own travel to and from location. Expenses associated with travel will be limited to mileage reimbursement. Travel time will not be billable.
- 2.8 **Equipment requirements:** The Vendor must provide their own camera, lenses, memory cards, lighting, tripods, and other related imaging equipment. If using digital equipment, it must operate at no less than 10 mega pixels. The Vendor must have processing equipment readily available to include digital imaging software (e.g. Adobe Photoshop), CD/DVD burner, high resolution scanner, and a high-quality color printer. The Vendor must also have access to film processing equipment and/or services (e.g. film lab) in the event that film is used to provide services requested by the State.
- 2.8.1 The Vendor must have the capacity to store images/files up to two (2) months. Long-term and archival storage will be handled through the State's image repository system.
- 2.9 **Image requirements:** The Vendor will provide images in any or all of the following formats: .psd (high resolution), .jpg, .tif, and/or .eps. Images must be reproducible to poster or display sizes at or above 24" x 36" without pixilation. At a minimum, images provided to the State must include a high-resolution version and a compressed version for web use. The Vendor will include a complete inventory of images provided to the State with adequate description of each image for purposes of identification.
- 2.10 **Copyright:** Upon full payment by the State, all products of the Vendor's work, including but not limited to outlines, reports, charts, sketches, drawings, artwork, designs, plans, photographs, videos, specifications, estimates, computer programs, or similar documents, becomes the sole property of the State and may not be copyrighted or resold by the Vendor. The Vendor relinquishes all rights to said property. The Vendor will exercise due care in creating or selecting material for publication to ensure that such material does not violate the copyright, trademark, or similar rights of others. To the extent the Vendor uses copyrighted materials in performance of work under this SOW Agreement, the Vendor shall document and provide the State with the precise terms of the licensed use granted to the State by the owner of the copyright for future use of the copyrighted material. The Vendor shall not use any copyright protected material in the performance of work that would require the payment of any fee for present or future use of the same by the State.
- 2.11 **Confidentiality:** Vendors must agree to keep information related to the State and all related agencies and companies confidential. The Vendor agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, or authorize or permit others to do so unless authorized in writing by the State. Vendor will take reasonable measures as are necessary to restrict access to information in Vendor's possession to those employees on their staff who must have the information to perform their job, and agrees to immediately notify, in writing, the State's authorized representative in the event Vendor determines, or suspects, confidential information has been inappropriately disseminated.
- 2.12 **Advertising:** The name of the State of Vermont, its logo and coat of arms, its agencies, departments and divisions, its employees and their official state titles, and other entities shall not be used by any business responding or by the selected firm to this RFP in advertising or press releases without the CMO's express written consent.
- 2.13 **Model releases:** The Vendor will utilize the appropriate model release forms provided by the State herein **Appendix V and Appendix VI**, when photographing adults and minors.

The State updates this form periodically, in accord, Vendor will go to the CMO [website](#) for the most recent version of the forms. All releases must read and signed by the models being photographed. Signed model release forms must be filed with the State customer and the CMO's office at the same time images are provided to State customer and CMO. Detailed description should be provided as to which model release is aligned with each image.

- 2.14 **Fulfillment of work requested:** The Vendor is responsible for fulfilling the photographic needs as they are specifically defined by the State's Statement of Work (SOW). If the State customer is not 100% satisfied with the final product, the Vendor is responsible for addressing the concerns and reaching a mutually-agreeable arrangement that will meet the needs of the State customer. This may involve a full reproduction of the original shoot at no additional cost to the State.
- 2.15 **Statement of Work (SOW) Process:** The State and Vendor agree to use the following process when Vendor services are requested by the State:
 - 2.15.1. The State will complete Section One of the "Work Request Form" (Appendix II) and submit to the Vendor(s).
 - 2.15.2. The Vendor will complete Section Two of same form and submit to the State to be considered.
 - 2.15.3. The State will select a Vendor and incorporate the respective "Work Request Form" into the "Statement of Work Agreement" (Appendix I) for final review and approval by both parties.
 - 2.15.4. The State will provide a copy of all fully-executed SOWs to the Chief Marketing Office for general information and recordkeeping.
 - 2.15.5. For changes to the SOW scope of services, schedule, deliverables, or pricing, the State and Vendor shall mutually agree to the changes in writing using the State-provided Change Order form found in Appendix IV.

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 base term of the contract. The pricing policy submitted by bidder must be clearly structured, accountable, and auditable; and 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 **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)

that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process to provide a BAFO.

- 3.3 **Evaluation of Responses and 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.

Evaluation Criteria: Consideration shall be given to the Bidder's experience, breadth of work, demonstrated technical ability, past work, portfolio, and demonstrated alignment with Vermont's aesthetic style and branding.

Criteria	% Consideration
Professional Experience (types of projects, scope of work, etc.)	20%
Breadth of Work (landscapes, people, events, products, places, etc.)	20%
Demonstrated Technical Ability	10%
References	10%
Portfolio	25%
Demonstrated Alignment with Vermont's Brand and Style	10%
Rates	5%

- 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.

3.4.1 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 **Statement of Rights:** The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. 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.

- 3.6 **Contracting Requirements:**

3.6.1 The awarded bidder(s) will be expected to enter into a contractual agreement with the State. The contract will obligate the bidder to provide the services and/or products identified in this RFP and their respective bid.

- 3.6.2 The awarded bidder(s) must be registered with the Secretary of State to do business in the State of Vermont. This includes out-of-state bidders.
- 3.6.3 The awarded bidder agrees to procure insurance provisions as set forth in Attachment C—Standard State Provisions for Contracts and Grants which is attached to this RFP for reference.
- 3.6.4 All bidders on this project must be a Pre-qualified Marketing Vendor in the “Photography” service category in order to submit an eligible proposal and to be considered for this work. Bidders who need to become pre-qualified for marketing contracts must submit an application to the Chief Marketing Officer by the pre-qualification deadline indicated in this RFP. Refer to the Pre-qualified Marketing Vendor Application for requirements. Information regarding pre-qualification can be found at cmo.vermont.gov.
- 3.6.5 Payment Terms shall be Net 30 days upon receipt of accurate invoice and applicable supporting documentation. All invoices are to be rendered by the Vendor on the Vendor's standard billhead and forwarded directly to the institution or agency ordering materials or services. Invoices shall specify the remittance address and State contract number. 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.

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 Cover Letter:

- 4.1.1 **Confidentiality:** To the extent your bid contains information you consider to be proprietary and confidential, you must comply with the following requirements concerning the contents of your cover letter and the submission of a redacted copy of your bid (or affected portions thereof).
- 4.1.2 The successful response will become part of the contract file and will become a matter of public record, as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under the State’s Public Records Act, 1 V.S.A. § 315 et seq., the bidder shall submit a cover letter that clearly identifies each page or section of the response that it believes is proprietary and confidential. The bidder shall also provide in their cover letter 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, the bidder must include a redacted copy of its 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 can the entire response be marked confidential, and the State reserves the right to disqualify responses so marked.

- 4.1.3 **Exceptions to Contract Terms and Conditions:** Samples of the State’s Standard Contract Form and Applicable Attachments are provided for the bidder’s reference. If the bidder wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the cover letter to the RFP response. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal.
- 4.2 **Background & Experience:** Provide a succinct description of:
- 4.2.1 Business organization, company size and resources
- 4.2.2 Experience relevant to the proposed project and list all current or past State projects
- 4.3 **Portfolio:** Please provide a portfolio representative of style, skill and variety. Please know materials submitted as a part of the proposal will not be returned and may be privy to public records requests.
- 4.4 **References:** Provide the Company name, address, point of contact and phone numbers of three companies with whom you have transacted similar business in the last 12 months. Please provide the point of contact who can talk knowledgeably about performance.
- 4.5 **Certificate of Compliance:** This form must be completed and submitted as part of the response for the proposal to be considered valid.
- 4.6 **Pricing:** Bidders shall submit their pricing information in the Price Schedule attached to the RFP. Any pre-shoot planning and post-production image processing work should be factored into the selection of the quarter-day, half-day, full-day, or multi-day rate by the photographer when completing the Work Request Form Response at the time a specific project is scoped. Pre-shoot planning and post-production image processing are not to be billed as separate line items. Additionally, any expenses related to the delivery of assets must first be specified in the response to this RFP, and then must be included as an anticipated expense by the photographer when completing the Work Request Form Response at the time a specific project is scoped.

5 BID PROPOSALS:

- 5.1 **Submission Format:** Submit all bid proposals electronically. No hard copies or faxes will be accepted.
- 5.1.1 Bidders MUST send an email to the CMO Contact at ACCD.Contracts@vermont.gov with the subject line “Photography Services – Bid Proposal” to be considered.
- 5.1.2 The bid proposal may be attached to the email to the CMO Contact providing it can be sent successfully via email when considering its file size.
- 5.1.3 If the bid proposal is too large to send via email (or at the bidder’s discretion), the bid proposal should be submitted via USB flash drive to:
- Vermont Agency of Commerce and Community Development
Chief Marketing Office
1 National Life Dr, Deane C. Davis Bldg, 6th Floor
Montpelier, VT 05620-0501

If submitting the bid proposal via USB flash drive, the bidder should still send an email as detailed in this section and indicate that the bid proposal will be submitted via USB flash drive. Additionally, USB flash drive should be contained in a sealed envelope or package and:

Be addressed to the issuing entity (found on the front page of this RFP)

Be clearly marked "SEALED BID"

Indicate the project title (found on the front page of this RFP)

Identify the "Proposal Due" date and time (found on the front page of this RFP)

Identify the name of the bidder (found on the front page of this RFP)

- 5.1.4 All materials, including the bid proposal, **MUST** be received by the "Proposal Due" date and time specified on the front page of this RFP. This is the case regardless of whether the bid proposal is being submitted via email or USB flash drive.
 - 5.1.5 USB flash drives become the property of the State and will not be returned.
 - 5.1.6 Bidders should **not** submit the bid proposal by providing a URL or using another mechanism via a third-party service or website. Bids sent in this manner will not be accepted.
- 5.2 **Closing Date:** Bids must be received by the "Proposals Due" date, time and location specified on the front page of this RFP. Bidders are cautioned to initiate mailing in sufficient time to insure receipt by the due date. Courier and hand delivered bids must be delivered to a representative of the issuing State Agency or Department identified on the cover of this RFP. Late submissions will be returned to the bidder unopened.
- 5.3 **Public Bid Opening:** A public bid opening will be held on the date and time of the bid closing (due date and time specified on the front page) at the:

Vermont Agency of Commerce and Community Development
Chief Marketing Office
1 National Life Dr, Deane C. Davis Bldg, 6th Floor
Montpelier, VT 05620-0501

During a public bid opening the State opens each bid received timely, and read the name of the bidder, and bidder's city and state. Attendees are asked to sign in as a matter of record. Other information disclosed at the bid opening is at the sole discretion of the State. Bid results are public record and available for disclosure upon contract execution.

Certain circumstances, such as inclement weather, may force the State to change the bid opening (bid due date and time) late in the process and/or close to the due date and recommends bidders frequently check the website where the RFP was posted for updates which are released and issued as an addendum to the RFP. If weather is of concern, please call the point of contact to inquire if a change in due date has been issued.

6 ATTACHMENTS:

- 6.1 Certificate of Compliance Form *(Required with Bid Submission)*
- 6.2 Price Schedule *(Required with Bid Submission)*
- 6.3 Appendix I – Statement of Work Agreement
- 6.4 Appendix II – Work Request Form: Photography Services
- 6.5 Appendix III – Contractor Performance Evaluation
- 6.6 Appendix IV – Statement of Work – Change Order
- 6.7 Appendix V – Adult Model Release Form
- 6.8 Appendix VI – Minor Model Release Form
- 6.9 Sample State of Vermont Contract Document

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

CERTIFICATE OF COMPLIANCE

This form must accompany your Bid Proposal

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 biofuel 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 #: _____ Dated: _____

Addendum #: _____ Dated: _____

Addendum #: _____ Dated: _____

G. Vermont Tax Certificate

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

In signing this bid, the bidder certifies under the pains and penalties of perjury that the company / individual 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 as of the date this statement is made.

H. Bidder Information

Vendor Name: _____ Contact: _____

Address: _____ Telephone: _____

City/State/Zip: _____ Fax: _____

email: _____

Vendor Website: _____

Signature: _____ Date: _____

Printed Name: _____

END OF CERTIFICATE OF COMPLIANCE

PRICE PROPOSAL

This form must accompany your Bid

1. The bidder hereby acknowledges they have read, understand and agree to the terms of this RFP.
2. The bidder hereby acknowledges they have read, understand and if awarded agree to the State's standard contract conditions and requirements.
3. Bidder's Price Proposal must be valid for a minimum of 30 days.
4. Price Proposal: The base contract term is two years with the option to renew for up to two (2) additional 12-month periods. Please provide each rate for each term of the contract.

Service Rates	Fixed Price		
	Year 1 and Year 2	Year 3	Year 4
Quarter-Day Rate	\$	\$	\$
Half-Day Rate	\$	\$	\$
Full-Day Rate	\$	\$	\$
Multi-Day Rate (if applicable)	\$	\$	\$

5. **Expenses:** Mileage will be reimbursed at the State [rate](#) in effect at the time in which the expense was incurred.
6. **Vermont Tax Certificate:** To meet the requirements of Vermont Statute 32 V.S.A. § 3113, by law, no agency of the State may enter into, extend or renew any contract for the provision of goods, services or real estate space with any person unless such person first certifies, under the pains and penalties of perjury, that he or she is in good standing with the Department of Taxes. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes, 32 V.S.A. § 3113.

In signing this bid, the bidder certifies under the pains and penalties of perjury that the company / individual 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 as of the date this statement is made.

7. **Bidder Information & Signature:**

Vendor Name: _____ Contact: _____

Address: _____ City/State/ZIP: _____

Telephone: _____ FAX: _____

Email: _____ Website: _____

Signature: _____ Date: _____

Printed Name: _____



Statement of Work Agreement

Page 1 of 2

Date: [Enter Contract]

Master Contract #: [Enter Contract]

VISION Vendor #: [Enter Contract]

(optional) Agency or Department Generated SOW #: [Enter Contract]

Project: [Enter Project Title]

This is a Statement of Work Agreement ("SOW Agreement") between the State of Vermont, [Enter Agency and/or Department] (hereafter called "State") and [Enter Vendor Name], with principal mailing address of [Enter Vendor Full Mailing Address], (hereafter called "Contractor"). This SOW Agreement is entered into in accordance with Master Contract #[Enter Master Contract Number] ("Master Agreement"), and all of the terms and conditions of the Master Agreement are herein incorporated and made a part hereto.

Period of Performance

The term of this SOW Agreement shall begin on [Enter Start Date] and end on [Enter End Date] (the "Initial Term"). The Initial Term may be extended as the parties may agree. Separate from the Master Agreement, the State may cancel the SOW Agreement at any time by giving written notice at least thirty (30) calendar days in advance. In such event, Contractor shall be paid under the terms of the Master Agreement for all services provided to and accepted by the State under this SOW Agreement prior to the effective date of cancellation. This SOW Agreement shall terminate upon the termination of the Master Agreement.

Scope of Work

The Contractor shall, in full satisfaction of the specific requirements of this SOW Agreement, provide the services set forth in Master Agreement Attachment A and this SOW Agreement Attachment A ("[Enter Project Title from Project Scope of Work, Proposal, or 'Work Request Form']").

Maximum Amount

The maximum amount payable under this SOW Agreement shall be [Enter Amount].

Termination

This agreement may be terminated by the State at any time for due cause upon written notice to the Vendor. Contractor shall be compensated for, mutually agreed upon, services provided and/or deliverable received prior to cancellation.

Order of Precedence

The parties agree that, to the extent there is a real or perceived conflict between the Master Agreement and the SOW Agreement, the order of precedence of the documents, as expressed in the Master Agreement shall control. The terms and conditions of the Master Agreement remain in full force and effect and are not superseded by the SOW Agreement.

Payment

The Contractor and the State shall comply with the payment provisions set forth in Master Agreement Attachment B. All expenses must be included in the Maximum Amount specified in this SOW Agreement and detailed in this SOW Agreement Attachment A.

In the event that appropriations are insufficient to support the services set forth in Master Agreement Attachment A and this SOW Agreement Attachment A, the relevant State entity may immediately cancel this SOW Agreement with notice to Contractor identifying the effective date thereof. Any work provided prior to the cancellation of the SOW Agreement completed by the Contractor and reviewed and approved by the State will be paid in full.

The source of funds for this SOW Agreement are as follows, by percentage: [Enter Percentage] Federal Funds; [Enter Percentage] General Funds; [Enter Percentage] Other Funds.

Standard Contract Provisions

The Contractor and the State shall comply with the provisions set forth in Master Agreement Attachment C.



Statement of Work Agreement

Page 2 of 2

Date: [Enter Contract]

Master Contract #: [Enter Contract]

VISION Vendor #: [Enter Contract]

(optional) Agency or Department Generated SOW #: [Enter Contract]

Identity of Workers

The Contractor will assign the following individuals to the services to be performed under the provisions of this SOW Agreement, and these individuals shall be considered essential to performance. [Enter Names of Key Personnel]. Should any of the individuals become unavailable during the period of performance, the State shall have the right to approve any proposed successors, or, at its option, to cancel the remainder of the SOW Agreement.

Copyright

Upon full payment by the State, all products of the Contractor's work, including but not limited to outlines, reports, charts, sketches, drawings, artwork, designs, plans, photographs, videos, specifications, estimates, computer programs, or similar documents, becomes the sole property of the State and may not be copyrighted or resold by the Contractor. The Contractor relinquishes all rights to said property. The Contractor will exercise due care in creating or selecting material for publication to ensure that such material does not violate the copyright, trademark, or similar rights of others. To the extent the Contractor uses copyrighted materials in performance of work under this SOW Agreement, the Contractor shall document and provide the State with the precise terms of the licensed use granted to the State by the owner of the copyright for future use of the copyrighted material. The Contractor shall not use any copyright protected material in the performance of the work under this SOW Agreement that would require the payment of any fee for present or future use of the same by the State.

Waivers

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other under this Contract shall impair any such right, power or remedy, or shall be construed as a waiver of any such right, power or remedy nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

WE THE UNDERSIGNED parties have read, understand, and agree to be bound by all of the terms and conditions of this SOW Agreement and the Master Agreement.

STATE OF VERMONT,

Date: _____

Signature: _____

Name: _____

Title: _____

Agency: _____

CONTRACTOR,

Date: _____

Signature: _____

Name: _____

Title: _____

Vendor: _____



Work Request Form: Photography Services

For use with CMO Master Contracts

Page 1 of 4

Date: [\[Enter Date\]](#)

Master Contract #: [\[Enter Contract\]](#)

VISION Vendor #: [\[Enter Number\]](#)

(optional) Agency or Department Generated SOW #: [\[Enter Number\]](#)

Section One: To be completed by Agency or Department Requesting Photography Services

The State of Vermont CMO Master Contracts are based on a Statement of Work (SOW) process which requires use of a [Statement of Work Agreement](#), together with this form (completed by both the Agency/Department and the photographer, to procure marketing and creative services). *(For a detailed description of the process, please refer to the [Guide to Working with Master Contractors](#) issued by the Chief Marketing Office).* A broad description of the types of services to be performed are included in the Master Contracts ('Master Agreement'). This Work Request Form is used to outline the details and scope of the work to be performed on a specific per project basis. **Responses to this Work Request (Section 2) must detail the workplan for services to be performed, deliverables, timeline and cost for the agreed-upon services.** This completed Work Request (Sections 1 and 2), along with the SOW Agreement, form the binding legal bridge to the actual Master Contracts.

PROJECT: [\[Enter Project Title\]](#)

Agency/Dept: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

[Click here to enter text.](#)

Contact person: [Click here to enter text.](#)

Contact phone: [Click here to enter text.](#)

Contact e-mail: [Click here to enter text.](#)

TERM

Work Request release date: [Click here to enter a date.](#)

Anticipated SOW start date: [Click here to enter a date.](#)

Work Request response due: [Click here to enter a date.](#)

SOW end date: [Click here to enter a date.](#)

BUDGET

Expenses

As per the Payment Provisions in the Master Contracts, all expenses must be pre-approved and included in project proposals and the maximum amount identified in the Statement of Work. To that end, please state any anticipated production or other project expenses. If mileage or other incidental expenses are to be reimbursed, please include below.

[Click here to enter text.](#)



Work Request Form: Photography Services

For use with CMO Master Contracts

Page 2 of 4

Date: [Enter Date]

Master Contract #: [Enter Contract]

VISION Vendor #: [Enter Number]

(optional) Agency or Department Generated SOW #: [Enter Number]

PROJECT DETAILS

Shoot/event date: Click here to enter text.

Shoot/event time: Click here to enter text.

[If this shoot doesn't need to happen on a specific date or time, leave blank.]

Shoot location:

Click here to enter text.

Is this shoot weather-dependent? ☐ Yes ☐ No

If yes, what if the weather doesn't cooperate on the event date?

Click here to enter text.

Deadline for processed images:

Click here to enter text.

Any budget comments/restrictions/incentives?

Click here to enter text.

PHOTO TYPES REQUESTED

The checklist of services below is intended to supplement, not replace the description of deliverables above, and can be used to indicate the relative priority of services requested if multiple budget proposals are needed.

Photo Types	<u>Need</u>	<u>Want</u>	<u>Optional</u>	<u>Don't Need</u>
Models*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Candid*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adults*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Children*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Action*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scenic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Architecture	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Animals / Wildlife	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Studio Setting (Head Shots, Products)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
[Other] Click here to enter text.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Release forms are required for any people appearing in photos.



Work Request Form: Photography Services

For use with CMO Master Contracts

Page **3** of **4**

Date: [Enter Date]

Master Contract #: [Enter Contract]

VISION Vendor #: [Enter Number]

(optional) Agency or Department Generated SOW #: [Enter Number]

ADDITIONAL NOTES

Detailed description of images needed:

[Click here to enter text.](#)

How will these images be used? (examples: brochures, websites, videos, editorial requests, etc.)

[Click here to enter text.](#)

Any planned uses with specific resolution, layout or orientation constraints?

- ☐ Large trade show displays
- ☐ Video cutaways
- ☐ Web banners
- ☐ [Other] [Click here to enter text.](#)

Any sensitive themes, subjects or intended uses that require special treatment?

[Click here to enter text.](#)



Work Request Form: Photography Services

For use with CMO Master Contracts

Page **4** of **4**

Date: [\[Enter Date\]](#)

Master Contract #: [\[Enter Contract\]](#)

VISION Vendor #: [\[Enter Number\]](#)

(optional) Agency or Department Generated SOW #: [\[Enter Number\]](#)

Section Two: To be completed by Photographer

PHOTOGRAPHER INFORMATION

Firm name: [Click here to enter text.](#)

Contact person: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Contact phone: [Click here to enter text.](#)

[Click here to enter text.](#)

Contact e-mail: [Click here to enter text.](#)

PHOTOGRAPHER RESPONSE

General response (questions, suggestions, comments, concerns):

[Click here to enter text.](#)

ESTIMATED TIME

Estimated time to complete *all* work (including photography, processing, delivery of assets, etc.):

☐ Quarter day ☐ Half day ☐ Full day ☐ Multiple days Number of days: [Click here to enter text.](#)

(Note: Travel time is not billable. For Master Contract holders, rate indicated must not exceed the maximum rate included for specified service in the contract.)

Cost for estimated time: [Click here to enter text.](#)

ESTIMATED EXPENSES

Additional anticipated expenses (mileage, materials, etc.):

[Click here to enter text.](#)

(Note: All expenses must be included on this form. Expenses associated with travel will be limited to mileage reimbursement. For Master Contract holders, the expenses listed must be those allowable in the contract.)

TOTAL COST

Total estimated project cost: [Click here to enter text.](#)

CONTRACTOR PERFORMANCE EVALUATION

Photography Services

The Contractor will be evaluated on the following performance during and at the completion of this Contract. Low performance scores may result in no further contracts with the State of Vermont.

	Failed Expectations	Met Expectations	Exceeded Expectations
Contractor Name:	Contract #		
Met or exceeded delivery of project 'shot list' within assigned scope of budget and time frame.			
Overall quality of work completed.			
Demonstrated expertise in composition and execution to accomplish outcomes identified in Statement of Work.			
Statement of Work, project reporting, model releases and photography cataloging documentation submitted with billing as required in contract.			

What did the Contractor do well **(in detail)**? _____

What **specific** areas of contractor performance could be improved? _____

If problems or areas of concern, please explain (or enter n/a) _____

Name of Person completing form (please print): _____

Title of person completing form _____

Date form completed: _____



Statement of Work Change Order

Page 1 of 2

Date: [Enter Date]

Master Contract #: [Enter Contract]

VISION Vendor #: [Enter Number]

(optional) Agency or Department Generated SOW #: [Enter Number]

Contractor Name: [Enter Vendor Name]

Project: [Enter Project Title]

Change Order #: [Enter Number]

The Statement of Work Agreement ("SOW Agreement") between the State of Vermont, [Enter Agency and/or Department] (hereafter called "State") and [Enter Vendor Name], identified with the Project Title of [Enter Project Title] and dated on [Enter execution date of SOW Agreement] is amended as follows:

☐ **Maximum Amount**

The maximum amount payable under this SOW Agreement, wheresoever such references to the maximum amount appear in said SOW Agreement, is changed from \$_____ to \$_____.

☐ **Term**

The end date wheresoever such references appear in said SOW Agreement and its attachments, is changed from _____ to _____.

☐ **Scope of Work**

The services to be provided, as set forth in this SOW Agreement Attachment A ("[Enter Title of Scope of Work, Proposal, or 'Marketing Form Work Request Form']"), are amended as follows: [Enter detailed text explaining changes to the scope of work or enter reference to an attachment if changes are outlined in a separate document].

Services to be performed must not be outside of the specifications of work to be performed as set forth in Attachment A of the Master Agreement.

☐ **Taxes Due to the State**

Contractor further certifies under the pains and penalties of perjury that, as of the date this SOW Agreement Change Order is signed, the Contractor 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.

All other terms and conditions of the SOW Agreement not hereby amended shall remain in full force and effect.



Statement of Work Change Order

Page 2 of 2

Date: [Enter Date]

Master Contract #: [Enter Contract]

VISION Vendor #: [Enter Number]

(optional) Agency or Department Generated SOW #: [Enter Number]

WE THE UNDERSIGNED parties have read, understand, and agree to be bound by all of the terms and conditions of this SOW Agreement Change Order, the SOW Agreement and the Master Agreement. (Specific corresponding Agreement numbers included on the Signature page to this amendment.)

STATE OF VERMONT,

Date: _____

Signature: _____

Name: _____

Title: _____

Agency: _____

CONTRACTOR,

Date: _____

Signature: _____

Name: _____

Title: _____

Vendor: _____

Adult Model Release



1. In consideration of my engagement as a model, upon the terms herewith stated, I hereby give to _____ (photo/videographer's name) his/her heirs, legal representatives and assigns, those for whom _____ (photo/videographer's name) is acting, and those acting with his/her the following unrestricted right, authority and permission:
 - a. to copyright and use, re-use, publish, and republish photographic or video portraits or pictures of me or in which I may be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations in conjunction with my own or a fictitious name, or reproduction hereof in color or otherwise, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose whatsoever, and
 - b. to make use of any printed or electronic material in connection with the pictures and images described above through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose whatsoever.
2. I hereby relinquish any right that I may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction with the pictured or images described above or the use to which those pictures or images may be applied.
3. I hereby release, discharge and agree to save harmless _____ (photo/videographer's name), his/her heirs, legal representatives or assigns, and all persons functioning under his/her permission or authority, or those for whom he/she is functioning, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.
4. I hereby affirm that I am over the age of 18 years and have the right to contract in my own name. I have read the above authorization, release and agreement, prior to its execution, have received an adequate opportunity to seek legal or other advice before signing, and I fully understand the contents herein. This agreement shall be binding upon me and my heirs, legal representatives and assigns.
5. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont.

To Be Completed by Model

Name (printed): _____

Address: _____ City/State/ZIP: _____

Phone: _____ Email: _____

Signature: _____ Date: _____

To Be Completed by Witness

Signature: _____ Date: _____

Name (printed): _____ Location of Signing: _____

To Be Completed by Photographer/Videographer

Model Description (features, clothing, etc.): _____

Shoot/Project Title: _____

Photo/Video File Title(s): _____

Agency Name

Address, Town/City, STATE Zip • 802-000-0000

Minor Model Release



1. For valuable consideration, I hereby confer on _____ (photo/videographer's name), the following absolute and irrevocable unrestricted right, authority and permission with respect to the photographs or videos that he/she has taken of my minor child or youth under 18 years of age for whom I am legally responsible, in which he/she may be included with others:
 - a. to copyright the same in _____ (photo/videographer's name), name or any other name that he/she may select
 - b. to use, re-use, publish and re-publish the same in whole or in part, separately or in conjunction with other photographs or videos, in any medium now or hereafter known, and for any purpose whatsoever, including (but not by way of limitation) illustration, promotion, advertising and trade; and
 - c. to use my name or my child's name in connection therewith if he/she so decides.
2. I hereby release and discharge _____ (photo/videographer's name) from all and any claims and demands ensuing from or in connection with the use of the photographs or videos, including any and all claims for libel and invasion of privacy.
3. This authorization and release shall inure to the benefit of the legal representatives, licensees and assigns of photo/videographer _____ (photo/videographer's name) as well as the person(s) for whom he/she took the photographs and/or videos.
4. I have read the foregoing, have received an adequate opportunity to seek legal or other advice before signing, and fully understand the contents hereof. I represent that I am the [parent/guardian] of the below named model. For value received, I hereby consent to the foregoing on his/her behalf.
5. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont.

To Be Completed by Model Parent/Guardian

Minor's Name (printed): _____

Parent/Guardian's Name (printed): _____

Address: _____ City/State/ZIP: _____

Phone: _____ Email: _____

Parent/Guardian's Signature: _____ Date: _____

To Be Completed by Witness

Signature: _____ Date: _____

Name (printed): _____ Location of Signing: _____

To Be Completed by Photographer/Videographer

Model Description (features, clothing, etc.): _____

Shoot/Project Title: _____

Photo/Video File Title(s): _____

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, [REDACTED] (hereinafter called "State"), and [REDACTED], with a principal place of business in [REDACTED], (hereinafter called "Vendor"). Vendor's form of business organization is [REDACTED]. It is Vendor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Vendor 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 [REDACTED]. Detailed services to be provided by Vendor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Vendor, the State agrees to pay Vendor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$ [REDACTED].00.

4. **Contract Term.** The period of Vendor's performance shall begin on [REDACTED], 20 [REDACTED] and end on [REDACTED], 20 [REDACTED].

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 Vendor.

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, Vendor 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 [REDACTED] 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)

9. ***Order of Precedence.*** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard State Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

STATE OF VERMONT:

Date: _____

Signature: _____

Name: _____

Title: _____

VENDOR:

Date: _____

Signature: _____

Name: _____

Title: _____

ATTACHMENT A – STATEMENT OF WORK

Scope of work to be performed:

1. The Vendor shall:
2. The State shall

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Vendor 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, Vendor 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. Vendor 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. Invoice must reference the State of Vermont contract number.
5. Vendor shall be paid based on documentation and itemization of work performed and included in invoicing. Invoicing must contain a detail of services including dates and hours of work performed, specific site location, rates of pay, item detail, cost and receipt backup.
6. Vendor 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.
7. Invoices shall be submitted to the State at the following address: [REDACTED]
8. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows: [REDACTED]

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Vendor, 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)