ATTACHMENT D1: PROFESSIONAL CONSULTING

**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.)

**Architect/Engineer Professional Service Category:** PROJECT NAME

**Request for Proposal**

**Month DD, YYYY**

# **ADMINISTRATIVE INFORMATION**

## AGENCY/DEPT RESPONSIBILE 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 40 MB. It is the Bidder’s responsibility to compress the PDF file containing its bid if necessary in order to meet this size limitation.
  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:**(choose one)

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

OR

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

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

# **STATEMENT OF RIGHTS**

* 1. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. The Contractor may be asked to give a verbal presentation of its proposal after submission. Failure of Contractor to respond to a request for additional information or clarification could result in rejection of the Contractor’s proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

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

* 1. Contractor selection, or the determination to terminate the SOW-RFP without award, shall be done in the best interest of the State.
  2. EVALUATION CRITERIA:
     1. The responses will be evaluated based on the following: (edit evaluation criteria below as appropriate for your project)
        1. Cost
        2. 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)

# ORAL PRESENTATIONS/INTERVIEWS: (optional)

* + 1. Prior to making a final selection, the Contracting Agency will determine whether to conduct oral presentations. The decision will be based on the quality and quantity of responses received. If it is determined that oral presentations are needed they will be conducted at no expense to the State. Oral presentation may be by phone or in person. In-person presentations will take place as directed by the Contracting Agency on a yet to be determined date at no expense to the State.
    2. As part of the selection process, the State reserves the right to interview, either in person or via phone, all candidates for on-site staff that are proposed to perform the work defined within this SOW RFP. The State may also request a change to vendor staffing after a vendor has been selected if upon on-site efforts the State deems the relationship to not be acceptable. Replacement staff will be subject to additional interviewing and approval by the State at no additional cost to the State.

# **STATEMENT OF WORK**

### PROJECT BACKGROUND

* + 1. Brief description of Contracting Agency’s project background and/or situation leading to this Project
  1. STATEMENT OF WORK DESCRIPTION, REQUIRED PHASES AND SCHEDULE: (Under no circumstance should a SOW be developed, or an SOW RFP be released, where the deliverables are not quantified or the criteria for acceptance are not defined. Be clear and concise. The deliverables identified here should be directly tied to payment provisions)
     1. STATEMENT OF WORK: Describe in detail the scope of work and what deliverables are required for each phase. (Indicate “not applicable” next to phases listed below that do not apply)
        1. Planning and Programming Phase:
        2. Permitting :
        3. Schematic Design Phase:
        4. Design Development Phase:
        5. Construction Documents Phase:
        6. Bidding or Negotiation Phase:
        7. Construction Administration Phase:

Delete the following paragraph if Submittal Exchange isn’t going to be used:

* + 1. ELECTRONIC SUBMITTALS:

Contractor shall obtain a license for the State to utilize Submittal Exchange for the purposes of this project. The State and its representatives will have full control of the use of Submittal Exchange by authorized users of the State.

1. Submittal Exchange® (www.submitalexchange.com) shall be used to provide an on-line database and repository, which shall be used to transmit and track project-related documents. The intent for using this service is to expedite the construction process by reducing paperwork, improving information flow, and decreasing submittal review turnaround time.
   1. Project submittals (shop drawing, product data and quality assurance submittals) shall be transmitted by the Contractor in PDF to Submittal Exchange®, where it will be tracked and stored for retrieval for review. After the submittal is reviewed it shall be uploaded back to Submittal Exchange® for action and use by the Contractor.
   2. The service also tracks and stores documents related to the project such as Request for Information (RFI’s), Architect/Engineer's Supplemental Instructions (ASI), Information Bulletins (IB’s), CAD Coordination, Commission, Construction Change Directive (CCD), Contractor’s Daily Reports, Minutes, Photos, Quality Control, Shop Drawings, Testing, Closeout Documents including As-Built Drawings, Operations and Maintenance Manuals and other project related documents.
   3. The electronic submittal process shall not be used for color samples, color charts, or physical material samples.
2. The Project Manager will coordinate the initial training between the Contractor and Submittal Exchange®.
   1. PROPOSED PROJECT SCHEDULE: (edit schedule below as appropriate)

|  |  |
| --- | --- |
| **Project Event** | **Completion Date** |
| Begin Work |  |
| Programming Phase |  |
| Permitting |  |
| Schematic Design Phase |  |
| Design Development Phase |  |
| Construction Documents Phase |  |
| Bidding or Negotiation Phase |  |
| Construction Administration |  |
| 1-Year Warranty |  |

# **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.

# **SOW PROPOSAL FORMAT**

* 1. Email PDF’s or Microsoft Office documents as set forth above under SOW PROPOSAL SUBMISSIONS
  2. A SOW RFP Proposal shall provide the following: (must match evaluation criteria)

## MINIMUM QUALIFICATIONS (Delete if not required for the project. If required, modify list as appropriate)

* + - 1. Identify whether firm has the years and type of experience required for this project.
      2. Identify key personnel, including subconsultants, by name and role who will be working on the project, include resumes.
      3. List 3 previous projects showing experience with similar work.

## SUBCONTRACTORS (if being used)

* + - 1. Identify all proposed subcontractors and their full roles that may be involved completing the Scope of Work. No work shall be subcontracted without knowledge of and approval by the State.
    1. REFERENCES (optional for specialized projects)
       1. Provide the names, email addresses and/or phone numbers of at least three companies or State Agencies with whom you have transacted similar business in the last 12 months.  You must include contact names who can talk knowledgeable about performance and deliverables.
    2. PROJECT COST AND COMPLETION DATE
       1. Complete table for Fixed-Cost or Time and Materials agreement.

# **REQUIRED PRICE PROPOSAL RESPONSE**

* 1. For Fixed-Cost Agreement, the pricing proposal must be inclusive of all expenses and fees. (Remove if Time and Materials agreement)
  2. For Time and Materials Agreement, the pricing proposal must include estimated effort hours, NTE amount and completion date for each deliverable. (Remove if not 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. Delete this section of minimum qualifications are not required):
   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 1.1, list 3 previous projects of similar experience: (attach additional sheets if necessary)
     1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
     2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
     3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Complete the attached table in accordance with requirements identified in the Statement of Work** (remove if Time and Materials agreement. Indicate N/A under completion date if not required.)

|  |  |  |
| --- | --- | --- |
| **Description** | **Price** | **Completion Date** |
| Planning and Programming | $ |  |
| Permitting | $ |  |
| Schematic Design | $ |  |
| Design Development | $ |  |
| Construction Documents | $ |  |
| Bidding or Negotiation | $ |  |
| Construction Administration | $ |  |
| Additional Services | $ |  |
| Reimbursable Expenses | $ |  |
| **Total Project Cost** | **$** |  |

1. **Complete the attached table in accordance with requirements identified in the Statement of Work** (remove if Fixed Price agreement. Indicate N/A under completion date if not required.)

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Hours**  (hourly rates as established in the Master Contract) | **NTE Amount** | **Completion Date** |
| Programming |  |  |  |
| Permitting |  | $ |  |
| Schematic Design |  | $ |  |
| Design Development |  | $ |  |
| Construction Documents |  | $ |  |
| Bidding or Negotiation |  | $ |  |
| Construction Administration |  | $ |  |
| Additional Services |  | $ |  |
| Reimbursable Expenses |  | $ |  |
| **Totals** |  | $ |  |

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: