ATTACHMENT D1: CONSTRUCTION

**STATE OF VERMONT**

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

**PROJECT NAME**

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

**Construction Service Category: XXXXXXXXXX**

**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 Purchase Order (PO) which will outline all SOW requirements.

# **SOW PROPOSAL SUBMISSIONS**

* 1. All SOW Proposals are due no later than: **(Date) and Time**
  2. Proposals must be submitted by email, mail or in person to: EMAIL ADDRESS OF STATE PROJECT MANAGER.

# **PRE-BID MEETING:**(optional)

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

# **STATEMENT OF RIGHTS**

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

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

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

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

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

# **CHANGE ORDERS**

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

## SUBCONTRACTORS (if being used)

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

# **REQUIRED PRICE PROPOSAL RESPONSE**

* 1. All pricing must be fixed cost, inclusive of all expenses and fees if this Statement of Work proposal is for a fixed price agreement. (Remove if Time and Materials agreement)
  2. For Time and Materials, the pricing proposal must include estimated effort hours, hourly rate for proposed personnel, projected timeline, NTE amount, and completion date. (Remove if 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**

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

## COMPLETION DATE:

ACKNOWLEDGEMENT OF ADDENDUMS (IF APPLICABLE)

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

COMPANY NAME:

NAME:

SIGNATURE:

DATE:

## COMMENCEMENT OF WORK UNDER A SOW AGREEMENT

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