

#### **Public Service Department**

112 State Street [phone] 802-828-2811 Montpelier VT 05609-3001 (fax) 802-828-2342 https://publicservice.vermont.gov/

# SEALED BID REQUEST FOR PROPOSAL

### Fiber Site Inspection

**ISSUE DATE:** 

BIDDERS' CONFERENCE: A BIDDER'S CONFERENCE WILL NOT BE HELD.

RFP RESPONSES DUE BY: Friday, May 5<sup>th</sup>, 2023, at 12:00PM (noon)

**STATE CONTACT: Christine Hallquist** 

TELEPHONE: (802)636-7853

E-MAIL: Christine.Hallquist@vermont.gov

FAX: (802) 828-2342

#### 1. OVERVIEW:

**SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP), the Vermont Community Broadband Board (hereinafter the "VCBB" or "Board") seeks to enter into a contract with one or more companies or organizations to provide Fiber Optic site inspections.

- 1.1. **CONTRACT PERIOD:** Contracts arising from this RFP will be for a period of at least 4 **(four)** years. The Department anticipates the start date will be May 2023.
- 1.2. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to the Department contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the Department concerning this RFP is strictly prohibited and may result in disqualification.
- 2. **DETAILED REQUIREMENTS/DESIRED OUTCOMES:** This RFP is for the inspection and report of Fiber Optic Sites.

#### 2.1. Inspection and Report Requirements

- 2.1.1. The inspection checklist includes the following. The VCBB will be relying on the vendor expertise to provide a comprehensive review of the inspection criteria -
- Review overall route and ensure worksites have been fully cleaned up.
- Inspect slack loops ensure they are using a proper figure 8 technique.
- Look for vertical distance and separation compliance, ensure proper clearances.
- Ensure proper slack for thermal expansion and contraction (2-1/2-foot sag for every 150 feet).
- Ensure fiber bends are within minimum bend radius.
- Open and inspect cabinets:
  - Do a visual check in enclosures to ensure cables do not show signs of damage cracks, pits, chips, contamination. Signs of damage may provide evidence of the need for further investigation.
  - Check tray labeling. Ensure dark fibers are labeled. Cable labels on each fiber. Tubes allocated in tube holders correctly. Buffer tube lengths in tube holder are correct length.
  - Inspect splice protectors.
  - Cables have minimum coil lengths.
  - Strength member properly installed.

Each inspection must result in a detailed report of the findings of the inspection site delivered via email in PDF format.

The report must include the results of the checklist outlined in the functional requirements as well as, at a minimum, the following data points:

- Inspector name
- Address of inspection
- Date of inspection
- Time of inspection

In addition to the written report of the inspection, high resolution color pictures supporting the findings must be included as part of the report.

All site inspection reports for all sites serviced via this RFP must be presented in the same format and template and adhere to the requirements defined above in the inspection and report requirements section.

#### 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 initial term of the contract. The pricing policy submitted by Bidder must: (i) be clearly structured, accountable, and auditable and (ii) 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.
- 3.1.4. **Cost Estimate Worksheet:** Bidders shall submit their pricing information in the Price Schedule attached to the RFP.

#### 3.2. **BEST AND FINAL OFFER**:

- 3.2.1. 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) to provide a BAFO.
- 3.2.2. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.
- 3.2.3. Evaluation of Responses and Selection of Bidder(s). The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP. NOTE: The Department reserves the right to choose not to select a vendor. Vendor selection may depend on receipt of an appropriation in the final state Appropriation Bill.
- 3.3. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENTS**: In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements:
  - 3.3.1. <u>Self-Reporting</u>: For bid amounts exceeding \$250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.
  - 3.3.2. Subcontractor Reporting: For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with 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). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list MUST be updated and provided to the State as additional subcontractors are hired. A sample form is available online at http://bgs.vermont.gov/purchasing-contracting/forms. The subcontractor reporting form is not required to be submitted with the bid response.

#### 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.

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. **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.

- 3.5.1. **Evaluation Criteria:** Consideration shall be given to the Bidder's project approach and methodology, qualifications and experience, ability to provide the services within the defined timeline, cost, and/or success in completing similar projects, as applicable, and to the extent specified below.
- 3.5.1.1. The State will evaluate all responses received based upon its assessment of the reasonableness of cost, completeness, and quality of the responses, qualifications of the individuals proposed to perform the work, relevance of previous experience, and any other criteria it deems relevant. Acceptance or rejection of any or all proposals will be determined by the exercise of the State's sole discretion. All proposals are subject to an evaluation by the Department and/or non-departmental reviewers. The State reserves the right (but in no way is obligated) to interview the top prospective candidates to aid in the selection process.
- 3.6. 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.
- 3.7. **CONTRACT TERMS:** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachment C as attached to this RFP for reference. The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.
  - 3.7.1. **PAYMENT TERMS:** All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent. Payment terms are Net 30 days from receipt of an error-free invoice with all applicable supporting documentation. 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. **NUMBER OF COPIES**:

- 4.1.1. Submit one unbound paper original (clearly marked as such) and one digital copy in PDF, CD-ROM, or USB flash drive copy.
- 4.1.2. The bid should include a Cover Letter and Bid Proposal form.

#### 4.2. **COVER LETTER**:

4.2.1. <u>Confidentiality</u>. 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).

- 4.2.2. 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.
- 4.2.3. Exceptions to Contract Terms and Conditions. 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.
- 4.3. **BACKGROUND AND EXPERIENCE.** Provide details concerning the form of business organization, company size and resources; describe particular experience relevant to the proposed project and list all current or past State projects.
  - If a Bidder intends to use subcontractors, the Bidder must identify in the proposal the names of the subcontractors, the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s), as above.
- 4.4. **REFERENCES.** Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.
- 4.5. **REPORTING REQUIREMENTS:** Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this RFP.
- 4.6. **PRICING:** Bidders shall submit their pricing information in the Price Schedule attached to the RFP. Bidders may be required to submit pricing information separate from their bid package if specifically required above.
- 4.7. **CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

#### 4.8. **DELIVERY METHODS:**

- 4.8.1. U.S. MAIL: Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received and time stamped prior to the time of the bid opening.
- 4.8.2. EXPRESS DELIVERY: If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the State until the express delivery package has been received and time stamped.
- 4.8.3. HAND DELIVERY: Hand carried bids shall be delivered to a representative of the **Public Service Department at 112 State St., Montpelier VT 05602** prior to the bid opening. All bids must be sealed and must be addressed to the State of Vermont, Public Service Department. BID ENVELOPES MUST SHOW THE PROPOSAL TITLE, OPENING DATE AND, NAME OF BIDDER.

4.8.4. ELECTRONIC: Only electronic bids will be accepted. In order to be considered, bids must be emailed to <a href="mailto:Christine.Hallquist@vermont.gov">Christine.Hallquist@vermont.gov</a> and all bids must include "Fiber Optic Site Inspections" in the subject line.

Bids must consist of a single email with a single, digitally searchable PDF attachment containing all components of the bid. Multiple emails and/or multiple attachments will not be accepted. 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.

4.8.5. FAX BIDS: Faxed bids will not be accepted.

#### 5. ATTACHMENTS:

- 5.1. Certificate of Compliance. This form **must be signed** for the proposal to be valid.
- 5.2. Price Schedule
- 5.3. Standard Contract Form
- 5.4. Attachment C: Standard State Contract Provisions (December 15, 2017)

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#### **CERTIFICATE OF COMPLIANCE**

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.	<b>NON-COLLUSION:</b> 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.	<b>CONTRACT TERMS:</b> Bidder hereby acknowledges that it 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?
	YesNo

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.		dder owns, leases or utilizes, for business purposes, <u>space</u> that has received: Energy Star® Certification
		LEED®, Green Globes®, or Living Buildings ChallengeM Certification Other internationally recognized building certification:
2.	Pro	der has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency ogram in the last five years for energy efficient improvements made at bidder's place of business. ase explain:
3.	Ple	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 bio-fuel 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.		ase list any additional practices that promote clean energy and take action to address climate ange:  ———————————————————————————————————

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F. Acknowledge receipt of the following Adde	nda:				
Addendum No.:	Dated:				
Addendum No.:	Dated:				
Addendum No.:	Dated:				
Bidder Name:	Contact Name:				
Address:	Fax Number:				
	Telephone:				
	E-Mail:				
	Name:				
	(Type or Print)				

**END OF CERTIFICATE OF COMPLIANCE** 

#### PRICE SCHEDULE

Deliverables	Expected Completion:	Hourly Rate (applicable for Time and Materials)	Price (Aggregate hourly cost or Fixed price per Deliverable)
Fiber Optic Site Inspection Report & Briefing	Varies per site		

Name of Bidder:	
Signature of Bidder: _	
Date:	

#### STANDARD CONTRACT FOR SERVICES

1. <i>Parties</i> . This is a contract for services between the State of Vermont,
2. <i>Subject Matter</i> . The subject matter of this contract is services generally on the subject of Detailed services to be provided by Contractor are described in Attachment A.
3. <i>Maximum Amount</i> . In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$00.
4. <i>Contract Term.</i> The period of Contractor's performance shall begin on, 20 and end on, 20
5. <i>Prior Approvals</i> . 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 Contractor.
7. <i>Termination for Convenience</i> . 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, Contractor 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. <i>Primary Contacts</i> . The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:
a. For the Contractor:  Name:  Phone:  Email:  b. For the State:
Name:
Phone:
Email:
9. <i>Attachments</i> . This contract consists of 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)

"State of Vermont – Federal Terms Supplement (non-construction)"

**Attachment D - Other Provisions** 

Additional attachments may be lettered as necessary

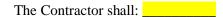
- 10. *Order of Precedence*. Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:
  - (1) Standard Contract
  - (2) Attachment D
  - (3) Attachment C (Standard Contract Provisions for Contracts and Grants)
  - (4) State of Vermont Federal Terms Supplement (non-construction)
  - (5) Attachment A
  - (6) Attachment B

List other attachments, if any, in order of precedence

#### WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:	By the Contractor:
Date:	Date:
Signature:	Signature:
Name:	Name:
Title	Title

#### ATTACHMENT A - STATEMENT OF WORK



DELETE THESE INSTRUCTIONS All State contracts must describe the work to be performed in clear, concise and complete statements. Attachment A of the Standard State Contract should be used to detail the work to be performed or products to be delivered by the contractor. A well written description will include the schedule for performance, identification of project deliverables, deliverable milestones, and standards by which the contractor's performance will be measured. This description of the work may also be referred to as the Statement of Work, Specifications of Work, or Subject Matter. Please refer to Appendix II for further guidance. The deliverables and milestones should be used to inform the payment terms in Attachment B. Attaching RFPs and RFP responses to contracts is not permitted. RFP responses can be long and complicated and may include both unnecessary information and introduce internally inconsistent terms within the contract.

The level of required contract compliance monitoring, if applicable, should be based on the assessment of the risk for delay or failure to deliver the services. In assessing the risk, agencies should consider factors such as: amount of funds involved; contract duration; contract complexity; history of the Contractor with State government; amount of subcontracting involved; and other relevant issues. Whether or not liquidated damages, service credits and/or retainage are part of the contract, the document should include a section that describes specifically how the Agency will monitor the contract for compliance.

Types of compliance monitoring processes and steps may include: (i) periodic contractor reports; (ii) invoice reviews; (iii) on-site visits; (iv) scheduled meetings; (v) audits; (vi) independent performance reviews; (vii) surveys of users/clients; and (viii) post-contract audit or review. This section may also describe a process for identification, discussion, and resolution of disputes between the Contractor and the State, both during the contract duration and after expiration.

NOTE: Additional guidance for drafting Attachment A is provided in Bulletin 3.5, Appendix II

#### ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor 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, Contractor 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. Contractor 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. Contractor 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.

5.	. Invoices shall be submitted to the State at the following address:								
6.	The payment s	schedule f	for delivered	products, o	or rates	for ser	vices performed,	and any	additional
	reimbursements	are as foll	lower						

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

"Attachment C: Standard State Provisions for Contracts and Grants" (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <a href="https://bgs.vermont.gov/purchasing-contracting/forms">https://bgs.vermont.gov/purchasing-contracting/forms</a>.

## STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction) for all Contracts and Purchases of Products and Services Using Federal Funds (Revision date: July 28, 2022)

"Attachment D: State of Vermont-Federal Terms Supplement (Non-Construction) for all Contracts and Purchases of Products and Services Using Federal Funds" (revision version dated July 28, 2022) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <a href="https://bgs.vermont.gov/purchasing-contracting/forms">https://bgs.vermont.gov/purchasing-contracting/forms</a>.