



VERMONT JUDICIARY, OFFICE OF THE STATE COURT ADMINISTRATOR
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SEALED BID

REQUEST FOR PROPOSAL

GUARDIAN AD LITEM SERVICES

ISSUE DATE: OCTOBER 25, 2018

BIDDERS' CONFERENCE: WEDNESDAY, NOVEMBER 7, 2018 at 11:00 A.M. (EASTERN
(Non-Mandatory) STANDARD TIME), VERMONT SUPREME COURT, 111 STATE
STREET, MONTPELIER

To Participate by Conference Call:
Please dial: 1-802-552-8456
Conference ID: 652 723 02#

QUESTIONS DUE BY: NOVEMBER 19, 2018 at 4:30 P.M. (EASTERN STANDARD TIME)

RFP RESPONSES DUE BY: FRIDAY, JANUARY 4, 2019 at 3:00 P.M. (EASTERN STANDARD TIME)

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND AMENDMENTS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:

<http://www.bgs.state.vt.us/pca/bids/bids.php>

THE STATE WILL MAKE NO ATTEMPT TO CONTACT INTERESTED PARTIES WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK THE ABOVE WEBPAGE FOR ANY AND ALL NOTIFICATIONS, RELEASES AND AMENDMENTS ASSOCIATED WITH THIS RFP.

STATE CONTACT: JEREMY ZELIGER, SENIOR PROGRAMS MANAGER
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1. OVERVIEW:

1.1. SCOPE OF SERVICES SOUGHT:

The Vermont State Court Administrator's Office (CAO) seeks proposals from nonprofit organizations interested in partnering with the Judiciary to recruit, train, and support volunteer Guardians ad Litem (GALs) in one or more counties in Vermont. Ideal proposals will come from organizations with experience administering volunteer-based programs to serve children or families in need. Applicants must propose a "local program" serving at least one entire county but may propose to serve multiple counties.

Exclusion of proposals to serve Lamoille County: Earlier in 2018, the CAO entered into a contract with a nonprofit organization in Lamoille County following a previous Request for Proposals; accordingly, the CAO will not consider proposals from organizations offering to recruit, train, and support volunteer GALs in Lamoille County.

Once the CAO has reviewed proposals and identified apparently successful vendors, the CAO will determine in which order it will work with those vendors to negotiate contracts and implement proposed local programs. The CAO will prioritize the implementation of these local programs based on the Judiciary's current ability to recruit, train, and support GALs in a given service area as well as other factors described in Section 1.3 (below).

1.2. BACKGROUND:

The Vermont State Court Administrator's Office (CAO) currently administers the Vermont Guardian ad Litem Program (VTGAL) to recruit, train, and support volunteer guardians ad litem (GALs) in every county in Vermont. VTGAL is a member of the National Court Appointed Special Advocate Association (NCASA), which provides training materials and support to nearly 1,000 CASA and guardian ad litem programs that recruit, train, and support volunteers in 49 states and the District of Columbia.

By statute, courts in Vermont must assign a non-parent GAL to every child in Children in Need of Care or Supervision (CHINS) cases and in delinquency proceedings when the parent cannot act as the child's guardian ad litem. Court-assigned GALs are independent advocates who promote the child's best interests in and out of court.

As drafters of the Vermont Rules for Family Proceedings concluded, a lawyer alone cannot adequately represent a client who is a minor. Well-prepared, concerned guardians ad litem are essential to the proper functioning of the Family Division. In order to be prepared, a GAL meets at least once a month with each child, attends regular meetings with staff from the Department for Children and Families (DCF) and service providers for the child, meets with the child's school, and regularly interacts with the child's biological and placement families. GALs are required to attend every hearing and work closely with the child's attorney to ensure that the child's best interests are presented to the court.

As of July 1, 2018, there are 329 volunteer GALs serving approximately 2,100 children and youth in CHINS and delinquency cases alone (see table on following page). Volunteer GALs are able to choose how many children and/or youth they work with at one time, but every county has at least one GAL with more than 20 children to meet the demand.

The table on the following page shows the number of volunteer GALs currently able to serve in each county (as of July 1, 2018).

Number of Volunteer GALs*	
Addison	25
Bennington	18
Caledonia	23
Chittenden	57
Essex	1
Franklin	25
Grand Isle	4
Lamoille	9
Orange	15
Orleans	10
Rutland	19
Washington	40
Windham	47
Windsor	36

* Please note that some GALs serve in more than one county and are counted in each county they serve.

The VTGAL program is staffed with a programs manager, an administrative assistant, and part-time regional GAL coordinators. Regional GAL coordinators' duties include:

- Recruiting, interviewing, and screening new GALs;
- Supervising and supporting GALs and addressing concerns and complaints;
- Providing at least one 3-day pre-service training per county per year, and overseeing the mentoring and onboarding process for new GALs;
- Establishing relationships with court staff, DCF District offices and staff, attorneys, and other stakeholders;
- Assisting court staff in resolving scheduling conflicts and/or assigning GALs; and
- Planning monthly "brown bag" in-service trainings.

During the 2017 legislative session, the CAO proposed partnering with community-based entities to administer one or more local GAL programs in order to:

- Enhance VTGAL's capacity to recruit, train, and support volunteer GALs within one or more counties;
- Establish relationships with partners accustomed to working with the courts, impacted families, and/or community volunteers;
- Build associations with organizations capable of using existing connections to increase support from local communities; and
- Foster creative approaches to recruiting and supporting GALs.

The Legislature allocated additional funding to the Judiciary in response to that proposal. Following that allocation, the Judiciary issued an RFP in October 2017 seeking proposals from nonprofit partners interested in administering local programs serving one or more counties. In July 2018, the Judiciary entered into one contract following that RFP to serve Lamoille County.

To capitalize on both the increased funding for the VTGAL program as well as the program's accomplishments to date, the CAO is seeking committed, connected, and stable local partners. The CAO is issuing this request for proposals (RFP) to identify potential partners interested in administering a GAL local program in one or more counties in Vermont. Applicants must propose to serve at least one entire

county from the following list (which includes all counties except Lamoille County) but may propose to serve multiple counties up to and including all 13 counties listed below. Preference will be given to proposals that seek to serve all the counties that compose one or more of the following regions:

- Region One
 - Chittenden County
- Region Two
 - Orange County
 - Windsor County
 - Windham County
- Region Three
 - Addison County
 - Bennington County
 - Rutland County
- Region Four
 - Franklin County
 - Grand Isle County
- Region Five
 - Caledonia County
 - Essex County
 - Orleans County
 - Washington County

Recruitment, training and support work encompasses the following activities:

- Recruitment Activities
 - Designing and distributing print materials, such as posters, and placing ads to attract new GALs
 - Attending events and participating in “meet and greet” activities
 - Issuing press releases
 - Interviewing prospective GALs
 - Conducting reference checks (note: the CAO retained responsibility for conducting criminal background checks)
 - Helping prospective GALs complete applications
 - Reviewing applications from prospective GALs and delivering a recommendation to the CAO regarding the candidate’s application
 - Tracking applications, including maintaining a database of applicants and trainings
- Training Activities
 - Scheduling 3-day pre-service trainings for prospective GALs
 - Linking newly trained GALs with mentors
 - Supporting new GALs during their first case
 - Attending and promoting statewide trainings and conferences
 - Designing and convening monthly “brown-bag lunches” to present a learning opportunity for GALs on a topic relevant to their volunteer service.
- Supporting GALs
 - Tracking new case assignments
 - Assisting with locating alternate coverage when an assigned GAL is unavailable
 - Liaising with Court personnel to resolve questions regarding GAL assignments
 - Conducting one-on-one case reviews with GALs on a regular basis
 - Following protocols to resolve disputes with Court personnel, assigned attorneys, etc.
 - Responding to complaints from GALs
 - Responding to complaints about GALs
 - Reviewing information in the Vermont Case Access System (VCAS)
- Other Activities
 - Participating in regularly scheduled meetings with the VTGAL programs manager
 - Attending quarterly meetings with the programs manager and regional GAL coordinators
 - Reporting activity using a template prepared by the programs manager
 - Submitting accurate, timely invoices for services delivered

1.3. **CONTRACT PERIOD:**

Contracts arising from this RFP will be for a period of **three years** with an option to renew for up to two additional twelve-month periods. The State anticipates starting the first contract arising from this RFP on or around April 1, 2019. To support new relationships with selected vendors, the CAO may stagger the negotiation and execution of contracts so that the programs manager may furnish extensive support to each new contractor in the first quarter after its contract starts. Several factors will affect the priority for negotiating, executing, and implementing new contracts, including:

- Programmatic need, which shall be determined with reference to:
 - VTGAL's current ability to recruit, train, and support GALs in a given service area; and
 - The average number of cases assigned to each volunteer GAL within a given service area
- The number of vendors selected through this RFP
- The selected vendor's current presence and connections within a service area

1.4. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to the State 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.

1.5. **BIDDERS' CONFERENCE:** The Judiciary will hold a **non-mandatory** bidder's conference for this RFP on Wednesday, November 7, at 10:00 A.M. Eastern Standard Time. The conference will take place at the Supreme Court, 111 State Street in Montpelier. To attend by phone, please dial 1-802-552-8456; when prompted to enter a conference ID, please enter 652 724 02#.

1.6. **QUESTION AND ANSWER PERIOD:** Any vendor requiring clarification of any section of this RFP or wishing to comment or take exception to any requirements of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP; please indicate "RFP Question" as the subject of the email. Any comments, questions, or exceptions not raised in writing on or before the last day of the question period are waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site <http://www.bgs.state.vt.us/pca/bids/bids.php>. Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.

2. **CONTENT AND FORMAT OF RESPONSES**

2.1. **GENERAL GUIDANCE:**

2.1.1. 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.

2.1.2. Please note that some requests for content have been designated "Optional Additional." A Bidder's decision not to respond to requests for "Optional Additional" content will not disqualify an otherwise valid proposal and will not result in a reduction of the proposal's evaluation score. Bidders that respond accurately and thoroughly to these requests may receive additional points toward their evaluation score.

2.2. **FORMAT OF RESPONSES:** Responses should be printed on letter-sized paper (8" x 11"), using a font size of at least 12 points and spacing of at least 1.5 lines. Applicants are encouraged to use headings and subheadings as needed to indicate which question the text following each heading is answering. The applicant organization's name should appear as a header on each page, and each page should be numbered.

2.3. **NUMBER OF COPIES:** Submit an unbound original (clearly marked as such), three (3) paper copies, and one digital copy in PDF format; the digital copy may be submitted via USB flash drive or as an attachment to an email sent to the email address of the State Contact designated on the first page of this RFP.

- 2.4. **PRICING:** Bidders shall submit their pricing information consistent with the Program Budget information set forth in ¶ 3.2.4.5, below.
- 2.5. **CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

3. **PROPOSAL CONTENT REQUIREMENTS**

- 3.1. **APPLICATION COVER LETTER:** Each Proposal must include a cover letter that provides the following information:
 - 3.1.1. The legal name of the applicant organization
 - 3.1.2. The address, phone number, fax number, and website URL for the applicant organization
 - 3.1.3. The applicant organization's federal taxpayer identification number
 - 3.1.4. The name of the executive director or chief executive officer of the applicant organization
 - 3.1.5. The name of a contact person at the applicant organization, as well as that person's title, phone number, and email address
 - 3.1.6. The amount of funding requested
 - 3.1.7. The county or counties in which the applicant organization will administer a local GAL program
 - 3.1.8. A statement indicating that the information provided in the application is complete and accurate to the best of the signer's knowledge
 - 3.1.9. A signature from the president of the applicant organization's board of directors and a signature from either the executive director or chief executive officer of the applicant organization.
 - 3.1.10. 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).
 - 3.1.11. 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., and the Rules for Public Access to Court Records, 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.
 - 3.1.12. Exceptions to 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.
- 3.2. **PROPOSAL NARRATIVE:** Each Proposal must include a narrative section with the components set forth below.
 - 3.2.1. **Guidelines for Preparing Proposal Narrative Components**
 - 3.2.1.1. Suggested maximum word counts for each component are included in brackets; applicants are encouraged to follow those suggested limits but may deviate from them as needed.

3.2.1.2. Each component of the proposal narrative should indicate the question to which the component is responding. Applicants may type the question in full, or they may use a heading or subheading that includes a reference to the question number (for example, “Alignment between the GAL Program and Our Mission [Question # 3.2.2.1]”)

3.2.2. Information About the Applicant Organization’s Purpose and Structure

3.2.2.1. Explain how the proposed local GAL program aligns with the applicant organization’s mission [suggested maximum word count: 250]

3.2.2.2. Describe the applicant organization’s experience recruiting, training, supervising, and retaining volunteers to achieve its mission [suggested maximum word count: 500].

3.2.2.3. Describe the proposed supervisory structure for the program. Indicate whether your organization will hire additional staff to administer the proposed program or increase time for existing staff. If hiring new staff, please describe your process for recruiting and selecting staff best equipped to serve in this capacity. If you are proposing to use existing staff, please explain how staff will have the capacity to administer the proposed program in light of their existing commitments to the organization [suggested maximum word count: 500 words].

3.2.3. Information About the Applicant Organization’s Finances

3.2.3.1. Include a completed version of the following table to indicate past funding that the applicant organization has secured for its current programs by fiscal year for the organization’s three most recent fiscal years. Information for the most recently completed fiscal year should appear in the leftmost column, information for the immediately preceding fiscal year should appear to the middle column, and information from the oldest of the three most recently completed fiscal years should appear in the rightmost column. A fillable version of this table is included as a worksheet in the Excel spreadsheet file posted with this RFP on the BGS website: <http://www.bgs.state.vt.us/pca/bids/bids.php>. This table appears in the “Revenue History” tab.

	Most Recent Completed Fiscal Year	Most Recent Completed Fiscal Year - 1	Most Recent Completed Fiscal Year - 2
Fiscal year start and end dates			
Unrestricted private revenue from donations, gifts, bequests, or foundations			
Restricted private revenue, including fees for service			
Public revenue from local entities, including municipalities and schools			
Public revenue from state agencies or departments			
Other cash revenue (describe)			
In-kind revenue			

3.2.3.2. Optional Additional Information

3.2.3.2.1. If the applicant organization is a multi-purpose agency (that is, the organization operates two or more discrete programs and allocates administrative costs among those multiple programs), describe the method or basis for allocating indirect costs (that is, costs that benefit more than one program and are therefore shared). Administrative costs include general maintenance and operation expenses, general office and administrative expenses, general overhead, etc. Some common methods of allocating indirect costs are based on time, space, units of service, or percentage of funding [suggested maximum word count: 375 words].

3.2.3.2.2. Discuss whether the applicant organization has been a party to any lawsuits within the past five years and the outcome of each suit. For each pending lawsuit in which the applicant organization is a defendant, disclose the amount of claimed damages or other relief sought. For any lawsuit that settled in which the applicant organization paid damages, please disclose the amount of the settlement unless a confidentiality clause prevents the organization from doing so [suggested maximum word count: 250 words].

3.2.4. Information About How the Applicant Organization Will Implement a Local GAL Program

Please Note:

- As selected vendors begin delivering services in the county or counties composing their service area, the CAO will provide support on a short-term basis from Judiciary-employed regional GAL coordinators to work in that service area. Accordingly, applicant organizations should assume that the existing support supplied by regional GAL coordinators will not be available after the startup phase ends; however, ongoing technical assistance and quality assurance from the CAO will be available.
- Applicants are encouraged to review the materials posted on the National Quality Assurance & Standards page on the website of the National Court Appointed Special Advocate Association (www.casaforchildren.org), which can be found under the “State & Local Programs” tab of that website’s home page.
- All individuals providing services as GALs must be volunteers; paid staff may not function as GALs.
- Selected vendors will be required to submit periodic reports documenting recruitment activities, case management activities (including communications with GALs), training activities (including in-service training activities and pre-service training activities), attendance at conferences and/or statewide meetings, and other activities related to the program. In addition, selected vendors will be required to submit invoices on a quarterly basis consistent with the requirements set forth in Attachment B (Payment Provisions) of the sample State contract attached to this RFP.

3.2.4.1. For each county where the applicant organization proposes to deliver GAL services, please describe the applicant organization’s: (a) existing programs, if any, in partnership with the local court(s) or with the Department for Children and Families (DCF); (b) experience, if any, delivering services to litigants or providing support to children or families in need of support; and (c) existing presence, including occupancy of office space in that county and/or partnerships with organizations serving county residents [suggested maximum word count: 250 words per county].

3.2.4.2. Please provide a detailed plan consistent with the following three paragraphs to recruit, train, utilize, and support volunteer GALs [suggested maximum word count: 500 words]:

3.2.4.2.1. The local GAL program’s recruitment strategy should aspire to increase the number of volunteer GALs in each county and consequently reduce the average number of children assigned per GAL each year with a goal of assigning an average of five children per volunteer. Please describe a recruitment strategy for each county the applicant organization proposes to deliver GAL services. That strategy should address: (a) activities that are likely to increase awareness of the local GAL program and yield applicants from prospective volunteer GALs; (b) relationships with other community organizations that are likely to increase awareness of the local GAL program and yield applicants from prospective volunteer GALs; and (c) steps the applicant organization will take to ensure that the applicant organization’s existing volunteer-based programs support rather than undermine recruitment goals for the local GAL program.

3.2.4.2.2. Indicate how the applicant organization will identify training topics for “brown bag” in-service trainings.

3.2.4.2.3. Discuss how paid staff will assign, support, and supervise volunteer GALs, using techniques such as one-on-one check-ins, in-services, emails, newsletters, etc. If applicable, please explain how your organization currently supports and supervises volunteers in your existing programs and any retention activities you regularly perform.

- 3.2.4.3. Describe how the applicant organization will monitor the quality of the volunteer GALs' services [suggested maximum word count: 500 words].
- 3.2.4.4. Describe the applicant organization's existing and proposed relationships with community partners and how those partnerships would benefit individuals served by the applicant organization's local GAL program. Please highlight any existing relationships with courts and/or child protection service providers within a given community [suggested maximum word count: 500 words].
- 3.2.4.5. Describe any potential conflicts of interest with the applicant organization's existing programs and how it will mitigate those concerns. How will the organization ensure that information is not accidentally shared inappropriately, and how will the organization provide advice to GALs in a manner that is not influenced by these other relationships or commitments? How will the organization inform recipients of services of the prospective conflicts? [suggested maximum word count: 250]
- 3.2.4.6. Discuss steps the applicant organization will take to preserve the confidentiality of information acquired administering a local GAL program, and describe the applicant organization's policies regarding retention, access, and destruction of records [suggested maximum word count: 250 words].
- 3.2.4.7. 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).

3.2.5. Information About the Budget for the Proposed Local Program

- 3.2.5.1. Each proposal must include a budget showing the revenue and expenses for the proposed program.

Please note:

- An applicant's proposed budget should reflect the revenue and costs of the proposed program. The budget should not encompass the applicant organization's entire array of revenue sources and expenses unless the applicant is a single-purpose agency operating only its proposed local GAL program(s).
 - An applicant organization may—but need not—include in-kind revenue and expenses in its budget proposal.
 - Preference will be given to proposals in which the applicant organization commits to raise and spend other public revenue or private revenue (both terms are defined in ¶ 3.2.5.2.1, below) as needed to support the proposed local GAL program.
 - Applicants may use the budget spreadsheet available for this RFP on the BGS website at <http://www.bgs.state.vt.us/pca/bids/bids.php> to furnish information about the budget for the proposed local program. That Excel file includes worksheets for the required documents requested below as well as: (1) text on the Read Me tab that provides additional information about how to use the Excel file; (2) a checklist that applicants can use to ensure they include all requested information; (3) an application cover sheet template (see ¶ 3.1, above); and (4) the organization's revenue history (see ¶ 3.2.3.1, above). Please note that the tabs in that Excel file appear in a slightly different order than the order in which documents are presented below; the Expense Summary and Budget Summary tabs are positioned last among the tabs. When the budget pages are printed out from the Excel file, they should be arranged in the order below (see also the "Page Order" column in the Read Me tab of the Excel file).
- 3.2.5.2. The first page of the budget should be a **Budget Summary**, which indicates the total revenue for the proposed program and the total expenses for the proposed program. Amounts shown on the **Budget Summary** page should be derived from the budget detail pages identified below. **Please note:** The total of all revenue must equal the total of all expenses. Also, the total amount of in-kind revenue should equal the total amount of in-kind expenses, and the total amount of cash revenue should equal the total amount of cash expenses.

- 3.2.5.2.1. For **Total Revenue**, please show: (a) **Cash Revenue**, which includes the following three components: (i) **Contract Revenue** (that is, the amount of funding requested from the Judiciary to support the proposed local GAL program); (ii) **Other Public Revenue** (that is, revenue from municipalities, state agencies, or other public funders); and (iii) **Private Revenue** (that is, cash revenue from all other sources not captured in Contract Revenue or Other Public Revenue); and please show (b) **In-Kind Revenue** (that is, the value of any donated goods or services that will support the proposed program). Please show the total amount of revenue by adding the Cash Revenue amounts and the In-Kind Revenue amount. The amounts shown in the Total Revenue section of the Budget Summary page should match and be drawn from their counterparts on the Revenue page (see ¶ 3.2.5.3, below).
- 3.2.5.2.2. For **Total Expenses**, please show: **Total Cash Expenses** and **Total In-Kind Expenses**. Please show the total amount of expenses by adding the Total Cash Expenses amount and the Total-In-Kind Expenses amount. The amounts shown on the Total Expenses section of the Budget Summary page should match and be drawn from their counterparts on the Expense Summary page (see ¶ 3.2.5.4, below)
- 3.2.5.3. The second page of the budget should be an itemized list of all **Revenue** that will support the proposed program. The revenue page should contain two categories of revenue: **Cash Revenue** and **In-Kind Revenue**. The Cash Revenue category should contain the following subcategories: **Contract Revenue** (that is, the amount of funding requested from the Judiciary to support the proposed local GAL program); **Other Public Revenue** (that is, revenue from municipalities, state agencies, or other public funders); and **Private Revenue** (that is, cash revenue from all other sources not captured in Contract Revenue or Other Public Revenue). Under each of those subcategories, please indicate each funding source and the amount of revenue. Please include a subtotal by subcategory and then by category, and then please indicate the total amount of all revenue; the subtotals and total shown on this page should match the revenue amounts listed on the Budget Summary page (see ¶ 3.2.5.2.1, above).
- 3.2.5.4. The third page of the budget should be an **Expense Summary** page showing the subtotal of expenses, as developed on the remaining pages in the budget (see ¶ 3.2.5.5, below), for the following **Cash Expenses**: (a) Salaries; (b) Fringe Benefits; (c) Travel; (d) Training; (e) Indirect/Administrative Costs; and (f) Other, which covers costs for equipment, insurance, miscellaneous services, postage and printing, professional services, real estate rentals, supplies, and telecommunications. Please provide a subtotal of Cash Expenses, a subtotal of any **In-Kind Expenses**, and then a total of Expenses (the sum of Cash Expenses and In-Kind Expenses).
- 3.2.5.5. The remaining pages of the budget should be detail sheets for each of the Cash Expense categories identified in ¶ 3.2.5.4, above (that is, (a) Salaries; (b) Fringe Benefits; (c) Travel; (d) Training; (e) Indirect/Administrative Costs; and (f) Other, which covers costs for equipment, insurance, miscellaneous services, postage and printing, professional services, real estate rentals, supplies, and telecommunications). For each of these categories describe each expense. For each expense, please indicate how much of the expense will be paid by Contract Funds (that is, funds paid by the Judiciary to support the local GAL program) and how much will be paid by Matching Funds (that is, any other source of revenue). Then, indicate the total amount of the expense. After listing each expense for the category, calculate the subtotal for that category by adding the total amount of all expenses within that category. Please supply a brief narrative explanation of the proposed expenses. Each category's total expenses should be reported on the Expense Summary page (see ¶ 3.2.5.4, above). Specific guidance for each category appears below. A sample detail sheet might be formatted as follows:

FRINGE BENEFIT COSTS				
	Description	Contract Funds	Matching Funds	Expense Total
1				
2				
3				
4				
5				
	Subtotal			

Fringe Benefit Costs Narrative: *Describe fringe benefit costs here*

- **Salary costs:** indicate each position's title, the amount of the salary that will be paid with Contract Funds (that is, funds paid by the Judiciary to support the local GAL program), the amount of the salary that will be paid with Matching Funds (that is, any other source of revenue), the total salary for that position (that is, the sum of the Contract Funds amount and the Matching Funds amount), and the full-time equivalency (or FTE) for that position (FTE should be entered as 1.00 or a percentage thereof; for instance, a half-time employee's FTE is 0.50, and a full-time employee's FTE is 1.00. FTE should be calculated by dividing the number of hours the employee will work each pay period by the applicant organization's standard number of hours per pay period for full-time employees).
- **Fringe Benefit costs:** include the following costs (if applicable): payroll taxes, Social Security taxes, Medicare, Disability Insurance; State Unemployment Insurance; Health/Dental Benefits; and/or Pension/Retirement Contributions.
- **Travel costs:** include the costs of staff and volunteer travel for programmatic purposes. Please do not include the cost of volunteer GAL mileage incurred performing direct services (such as mileage incurred when a GAL travels to meet with teachers, physicians, family members, etc.), as the local court pays for those costs. If the applicant organization will reimburse volunteer GALs' mileage expenses for traveling to/from trainings, those costs should be included. Include costs for program staff to travel to Montpelier twice per year for daylong statewide GAL meetings.
- **Training costs:** include the costs of honoraria, refreshments, training room rental fees, materials, etc. Do not include costs for any alcoholic beverages.
- **Indirect/Administrative costs:** include costs that are shared among programs operated by the applicant organization, such as salaries for staff overseeing multiple programs or providing services to multiple programs, or space allocated to administrators, bookkeepers, and other non-program staff.
- **Other costs:**
 - **Equipment costs:** include the costs for any equipment (including computers) or furniture necessary for program operations. Also include the cost of any leased furniture or equipment as well as the cost of any maintenance agreements or repair costs. Do not include the cost of any taxes from which a nonprofit organization is exempt.
 - **Insurance costs:** include the costs for insurance policies, including general liability coverage, board and officers liability, and professional liability.
 - **Miscellaneous Service costs:** include the cost of office cleaning services, records storage, bank fees, advertising (not covered under Printing, Postage & Shipping costs), snow plowing, and/or subscriptions. Do not include reserves and/or escrow funds, amounts set aside for anticipated bills, or security deposits.
 - **Professional Service costs:** include non-employee consultants, legal services, accounting services, financial review and audit costs, computer consulting services, and professional association dues. Do not include payments to GALs for delivery of GAL services.

- **Real Estate Rental costs:** include the cost of renting office space. Do not include the cost of any utilities or maintenance costs that are included as part of the rent.
- **Printing, Postage & Shipping costs:** include any printing, postage or shipping costs necessary for program operations.
- **Supplies costs:** include the costs of any consumable supply necessary for program operations.
- **Telecommunication costs:** include telephone service charges, program-related phone calls, and/or Internet access costs.

3.3. **SUPPORTING DOCUMENTS:** Each proposal must include the following supporting documents, if available:

3.3.1. Audited Financial Statements from the most recently completed fiscal year—include the most recent, completed full-year organizational financial statement (expenses, revenue, and balance sheet), audited, if available

3.3.2. Organizational Chart

3.3.3. For nonprofit applicants: include a list of the board of directors.

3.3.4. For nonprofit applicants: include a list of references—list three references for the applicant organization (including the reference’s name and/or point of contact, address, phone number, email address, and a description of the work performed for the reference organization); each reference should be familiar with the organization’s services, particularly those services pertaining to volunteer recruitment and support. If the organization currently works with the courts, the Agency of Human Services, or other related service providers, please include a reference from the appropriate entity.

3.3.5. Resumes and/or job descriptions for senior management and project staff

3.3.6. Documentation confirming the applicant organization’s status as a tax-exempt organization (preferably from the Internal Revenue Service)

4. **GENERAL REQUIREMENTS:**

4.1. **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.

4.1.1. 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.

4.1.2. **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.

4.1.3. **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.

4.2. **BEST AND FINAL OFFER:**

4.2.1. **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.

4.2.1.1. 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.

4.2.2. **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.

4.3. **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.

4.3.1. Self Reporting: 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.

4.3.2. 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.**

4.4. **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.

4.5. **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.

4.5.1. **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.

Proposals will be rated on a scale of 0–100 points using the following criteria:

ITEM	TOPIC	MAXIMUM POINTS AWARDED
1	<p>Applicant organization's capacity to administer the proposed local program</p> <ul style="list-style-type: none"> • The organization has a sound governance structure • The organization has experienced managers who have the expertise to implement the proposed program, and it compensates those employees at levels that encourage staff to remain employed with the organization • The organization is well regarded within the community of at least one county it is proposing to serve • The organization demonstrated its ability to marshal community resources in support of its programs • The organization has experience working with volunteers • The organization has experience serving families and/or children 	20 points
2	<p>Applicant organization's soundness</p> <ul style="list-style-type: none"> • As indicated in the supplied audits and financial statements, the organization has adequate internal controls, appropriate reserves, and diverse sources of funding • If the organization is a multipurpose entity, its method for allocating costs is appropriate • The organization has policies governing records retention, access, and destruction • If the organization supplied a history of litigated claims, the organization's history of litigation does not undermine confidence in the organization's fitness or stability 	15 points

3	<p>Applicant organization's proposal to implement a local GAL program</p> <ul style="list-style-type: none"> • The organization has experience delivering services in the county or counties it proposed to serve in its proposal • The organization has an existing physical presence and reputation within at least one of the counties it proposed to serve. • The organization proposes to serve one or more entire regions. • The organization proposes a comprehensive and sound plan for recruiting, training, supporting, and supervising volunteer GALs, including: <ul style="list-style-type: none"> ○ Utilizing existing connections within a given county to increase awareness and recruitment; and/or a strategy for quickly building those connections ○ Plans for one-on-one and group support of volunteer GALs ○ Plans for establishing and maintaining relationships with local Court staff, the programs manager, and volunteer GALs • The organization proposes to use its current infrastructure wisely to support its recruitment, training, and supervisory goals • The organization's plans to monitor the quality of its volunteer GALs' services are likely to be effective and likely to comply with established standards • The organization will leverage relationships with community partners to benefit the individuals who will receive services in the local GAL program • The organization's protocols for maintaining the confidentiality of information acquired are likely to be effective and likely to comply with established standards • The organization demonstrates a commitment to report on its activities regularly and consistently and to comply with quality assurance requirements set by the Judiciary and other entities. 	45 points
4	<p>Applicant organization's proposed budget</p> <ul style="list-style-type: none"> • Competitiveness of the organization's requested level of funding from the Judiciary • Reasonableness of the organization's projected costs for proposed expenses, and reasonableness of proposed expenses to support the proposed program • Commitment to support the local GAL program with additional funds or staff time as needed to meet the commitment under the contract. • Percentage of revenue that will directly support the proposed local program as compared with the percentage of revenue that will support indirect costs. 	20 points

4.6. **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.

4.7. **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.

4.7.1. **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.

5. SUBMISSION INSTRUCTIONS:

5.1. **CLOSING DATE:** Bids must be received by the due date and at the location specified on the front page of this RFP.

5.2. The bid opening will be held at **The Vermont Supreme Court, 111 State Street, Montpelier, VT** and is open to the public.

5.3. **SECURITY PROCEDURES:** **Please be advised extra time will be needed when visiting and/or delivering information to 111 State Street. All individuals visiting 111 State Street must present a valid government issued photo ID when entering the facility.**

5.4. **SEALED BID INSTRUCTIONS:** All bids must be sealed and must be addressed to the **State of Vermont, Office of the State Court Administrator, 109 State Street, Montpelier, VT 05609-0701**. BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.

5.4.1. All bidders are hereby notified that sealed bids must be received and time stamped by the Office of the State Court Administrator by the time of the bid opening.

5.4.1.1. The **physical address** for the Office of the State Court Administrator is 111 State Street, Montpelier, Vermont.

5.4.1.2. The **mailing address** for the Office of the State Court Administrator is 109 State Street, Montpelier, VT 05609-0701.

5.4.2. Bids not in possession of the Office of the State Court Administrator at the time of the bid opening will be returned to the vendor, and will not be considered. **Any delay deemed caused by Security Procedures will be at the bidder's own risk.**

5.4.3. The Office of the State Court Administrator may, for cause, change the date and/or time of bid openings or issue an addendum. If a change is made, the State will make a reasonable effort to inform all bidders by posting at: <http://www.bgs.state.vt.us/pca/bids/bids.php>

5.4.4. All bids will be publicly opened. Staff from the Office of the State Court Administrator will open the bid, read the name and address of the bidder, and read the bid amount. However, the Office of the State Court Administrator reserves the right to limit the information disclosed at the bid opening to the name and address of the bidder when, in its sole discretion, the Office of the State Court Administrator determines that the nature, type, or size of the bid is such that the Office of the State Court Administrator cannot immediately (at the opening) determine that the bids are in compliance with the RFP. As such, there will be cases in which the bid amount will not be read at the bid opening. Bid openings are open to members of the public. Bid results are a public record however, the bid results are exempt from disclosure to the public until the award has been made and the contract is executed.

5.5. DELIVERY METHODS:

5.5.1.SECURITY PROCEDURES: Note that security procedures concerning delivery of any mail or parcels to the Office of the State Court Administrator may delay receipt of mail/parcel pieces by one business day.

5.5.2.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 by the Office of the State Court Administrator prior to the time of the bid opening.

5.5.3.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 by the Office of the State Court Administrator.

5.5.4.HAND DELIVERY: Hand carried bids shall be delivered to a representative of the Office of the State Court Administrator prior to the bid opening.

5.5.5.ELECTRONIC: Electronic bids will be accepted as per instructions in Section 2 of this Request for Proposal.

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

6. ATTACHMENTS TO THIS REQUEST FOR PROPOSALS-State forms will be modified at time of contract as applicable based on selected proposal:

6.1. Standard State Contract Form

6.2. Attachment C: Standard State Contract Provisions (December 15, 2017)

6.3. Certificate of Compliance

6.4. Worker Classification Compliance Requirement; Subcontractor Reporting Form

STANDARD CONTRACT FOR SERVICES

(Templated 12/15/2017)

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 “Contractor”). Contractor’s form of business organization is [REDACTED]. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor 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 Contractor are described in Attachment A.

3. **Maximum Amount.** 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 \$ [REDACTED].00.

4. **Contract Term.** The period of Contractor’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 Contractor.

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, 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. **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)

Attachment D - Other Provisions (if any)

Additional attachments may be lettered as necessary

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 D (if applicable)
- (3) Attachment C (Standard State Provisions for Contracts and Grants)
- (4) Attachment A
- (5) 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

Note: The following is excerpted from the Judiciary’s contract with the Lamoille Restorative Center (Contract # JUD00000070) and is provided solely as an example Statement of Work. The actual Statement of Work incorporated into any contract resulting from this Request for Proposals will reflect the Parties’ obligations based on the applicant’s accepted proposal as well as any subsequent negotiations.

The purpose of this Agreement is to procure services from Contractor Lamoille Restorative Center (LRC) to coordinate guardian ad litem (GAL) activities in Lamoille County. The State Court Administrator’s Office (CAO) is procuring these services to obtain assistance recruiting, training, and supporting volunteer GALs in Lamoille County.

LRC will hire or utilize current staff and provide the support necessary to recruit, train, and support volunteer GALs in Lamoille County in collaboration with the CAO’s Vermont Guardian ad Litem Program (VTGAL). Both Parties to this Agreement expect this partnership to yield: (1) more recruitment activities; (2) more in-service trainings available to volunteers; (3) more volunteers who complete the three-day pre-service training than in the years prior to this contract; (4) improved communication between the Court and the GALs; and (5) and greater access to support for volunteers.

Part One: LRC agrees to perform the following work in consideration of the CAO’s promise to pay for the services described herein:

1. Lamoille Local Program Personnel: LRC will employ the Lamoille Local Program Coordinator (hereinafter called “LRC Coordinator.”) LRC shall devote an average of 18-hours per week to establishing and maintaining the Lamoille Local Program.
2. Volunteer Recruitment and Selection: LRC agrees to recruit, screen, and interview at least 6 volunteers approved for training.
 - a. LRC agrees to develop a brief and general recruitment plan.
 - i. LRC agrees to submit the recruitment plan no later than July 28, 2018, to the CAO for approval.
 - ii. CAO agrees to supply LRC with a recruitment plan template, and LRC agrees to submit its recruitment plan using the VTGAL recruitment plan template.
 - iii. The Parties agree that LRC may modify the recruitment plan by submitting a written modified plan for approval by the CAO. LRC agrees to submit any such proposed modified plan using the VTGAL recruitment plan template.
 - iv. LRC agrees to refrain from conducting any proposed recruitment activity that has not been approved by the CAO until the CAO approves the proposed recruitment activity.
 - v. LRC agrees that any recruitment materials it develops shall comply with National Court Appointed Special Advocate Association (NCASA) and VTGAL Guidelines, where applicable.

- vi. CAO agrees to provide LRC with samples of existing recruitment materials used in other counties that can be used or modified consistent with the above.
 - b. LRC agrees to screen and interview prospective volunteers consistent with VTGAL policies. LRC agrees to interview and screen prospective volunteers before approving them to attend training.
 - i. LRC agrees to require prospective volunteers to submit an application in a format approved by the CAO, to interview each candidate, check candidates' references, and to provide VTGAL with such information as is necessary to conduct state and federal background checks of candidates.
 - ii. VTGAL agrees to pay the costs of performing state and federal background checks for each candidate recruited and trained by LRC.
 - iii. LRC agrees to refrain from assigning any candidate to a case as a guardian ad litem until the candidate has completed pre-service training and mentoring and proof of that completion has been submitted to VTGAL and VTGAL has assured LRC candidate has cleared the background state and federal background checks.
 - c. Note: The ultimate recruitment goal during this contract is to recruit a sufficient number of volunteers so that no GAL needs to have more than 5 cases. When assessing the target in this subsection, progress towards this goal shall be considered.
3. Volunteer Training
- a. Pre-Service Training: LRC agrees to plan, coordinate, and conduct at least two pre-service trainings for prospective GALs during each 12-month period of this Agreement.
 - i. LRC agrees to offer pre-service training consistent with VTGAL policies.
 - ii. LRC shall offer at least one pre-service training in Lamoille County.
 - iii. LRC agrees to use the training materials and curriculum approved by VTGAL.
 - iv. LRC is encouraged to partner with GAL Coordinators in other counties to co-plan and co-present trainings.
 - v. VTGAL agrees to provide assistance as needed to coordinate and/or conduct these pre-service trainings.
 - vi. LRC agrees to offer newly trained GALs the opportunity to mentor with one or more experienced GALs prior to being assigned a case.
 - b. In-Service Training: LRC agrees to provide at least ten in-service trainings per year during the term of this Agreement and consistent with VTGAL policies.
 - i. LRC agrees to provide attendees at each in-service training with an evaluation form and to submit evaluations for each training and all materials (e.g. PowerPoints, handouts, etc.) to the CAO as part of LRC's quarterly reports.
 - ii. Bench/bars and local learning events initiated by the Lamoille Court or DCF can be counted towards that goal with approval from VTGAL.
4. Volunteer Supervision and Support
- a. The Parties understand and agree that volunteer guardians ad litem are independent advisors and advocates. LRC agrees to use its best efforts to ensure that none of its volunteer GALs is pressured or instructed to adopt or refrain from adopting a particular position, recommending a particular service or provider, or taking any other action other than what the GAL believes is in his or her assigned ward's best interests. LRC

agrees to support and supervise volunteer GALs serving in the Lamoille Local Program consistent with VTGAL policies.

b. Quarterly Case Reviews:

- i. The Parties understand and agree that the LRC Coordinator will conduct case reviews to track the progress of a volunteer GAL's cases, identify areas where the GAL may need additional support, discuss issues and options to resolve those issues, and forward concerns to the VTGAL Programs Manager as needed.
- ii. LRC agrees to require the LRC Coordinator to conduct in-person case reviews with each volunteer GAL at least quarterly.
 1. The LRC Coordinator can set more frequent meetings as needed and is strongly encouraged to have more frequent meetings with new GALs.
 2. The Parties agree that the LRC Coordinator may request in writing approval from the VTGAL Programs Manager to meet less frequently with one or more experienced GALs. The Parties understand and agree that approval of such requests shall be at the sole discretion of the VTGAL Programs Manager.
 3. LRC agrees to conduct such case reviews consistent with VTGAL policies, including policies not only requiring the content of the meetings to be documented, but also making those documents available the VTGAL Programs Manager or designated CAO staff, upon request.

c. Case Tracking:

- i. LRC agrees to maintain an accurate list of cases assigned to each volunteer GAL. LRC agrees to ensure that its list complies with VTGAL policies.
 1. The CAO agrees to provide LRC with a case tracking list template by July 31, 2018.
 2. LRC agrees to update its list of cases assigned to each volunteer GAL at least monthly.
 3. LRC agrees to submit its initial case tracking list to the VTGAL Programs Manager no later than October 1, 2018.
 4. LRC agrees to include a copy of this list in its quarterly reports to the VTGAL Programs Manager.

5. Reporting and communication:

- a. The Parties understand and agree that ongoing communication is critical to ensuring the success of the Lamoille Local Program. They further agree that the LRC Coordinator and VTGAL Programs Manager will meet as needed and at times mutually convenient to ensure the success of the program.
- b. In addition, the Parties agree that the LRC Coordinator and VTGAL Programs Manager will meet at least monthly in person or remotely.
- c. LRC will use its best efforts to ensure that the LRC Coordinator attends the GAL Advisory Committee and quarterly Statewide Coordinator meetings.
- d. Track and submit reports briefly describing the activities of each person funded by this contract with each invoice. LRC agrees to submit such reports consistent with VTGAL policies.

- e. Reports and documentation not described above shall be submitted within a reasonable time after the request is made.

Part Two: In consideration of LRC's promise to perform the services described above and in addition to its promise to pay for such services as set forth elsewhere in this Agreement, the CAO agrees to the following:

1. The VTGAL Programs Manager and CAO will provide technical assistance to LRC. This shall include, but is not limited to:
 - a. Meeting with LRC and the LRC Coordinator as needed at the beginning of this contract to provide training, support, and materials as needed.
 - b. Meeting with LRC and/or the LRC Coordinator at least once a month in person or remotely.
 - c. Responding with a reasonable time to questions and issues.
 - i. If a response cannot be provided or additional time is needed, the CAO will provide an explanation in writing no more than seven (7) business days after the request.
 - d. Ensuring LRC has access to all programs and systems VTGAL and the CAO have determined are needed to comply with this contract.
 - e. Collaboratively responding to issues that involve statewide constituents (e.g., the Defender General's Office, the Department for Children and Families, etc.) or potentially impact more than one county.
 - i. In general, VTGAL shall remain responsible for responding to questions or concerns involving statewide issues or issues that impact more than one county.
 - ii. In general, LRC will be responsible for responding to questions or concerns involving case-specific issues arising from cases in Lamoille County or other issues that involve only services in Lamoille County.
 - iii. To the greatest extent possible LRC and VTGAL will work together to reach a consensus on how to respond to concerns when it is unclear whether the concerns pertain solely to Lamoille County or are of a multi-county nature.
 - iv. In the event the parties cannot reach consensus regarding such concerns, the Parties agree that VTGAL shall respond to any such questions or concerns and shall notify LRC of the response.
 - f. Providing support for LRC's recruitment and training efforts.
 - i. CAO and/or the Programs Manager will provide assistance coordinating and facilitating the pre-service training described in Part 1, ¶3.a., as needed and/or consistent with VTGAL policy.
 - g. Providing written guidelines, protocols, and other materials for any quality assurance standards.
2. The VTGAL Programs Manager will take all reasonable steps to ensure that LRC and the Lamoille Local Program are given the same autonomy, discretion, and respect as Coordinators in other counties.

Part Three: Program Budget

1. LRC agrees not to invoice the CAO for costs exceeding \$39,983 during the first 12-month period of this contract.
2. LRC agrees to invoice the CAO for expenses during the first 12-month period as follows:
 - a. Personnel Expenses: \$31,261
 - i. LRC Staff: \$24,233
 - ii. Benefits and taxes: \$7,028
 - b. Rent and Operating Expenses: \$8,722
3. LRC agrees to submit a written budget amendment request if it anticipates a significant change in either revenue or expenditures. Such requests must be made prior to expending an amount that varies by:
 - a. Two percent (2%) or more from the budgeted amount of any individual salary line; or
 - b. Ten percent (10%) or more from the approved budgeted amount in any of the following costs:
 - i. Total Personal Services (Salaries, Fringe Benefits)
 - ii. Total Non-personal Services (Supplies, Travel, Equipment, Contractual Services, Other NPS)

Part Four: Notice

The Parties agree to send all documents, including invoices and reports pertaining to this Agreement, to the contacts specified below. The Parties agree to notify each other in writing if the individual or address set forth below changes.

For the CAO
Programs Manager
Vermont Judiciary, State Court
Administrator's Office
109 State Street
Montpelier, VT 05609
JUD.VermontGAL@vermont.gov

For LRC
Executive Director
Lamoille Restorative Center
221 Main Street
PO Box 148
Hyde Park, VT 05655

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.

4. 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).
5. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
6. 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.
7. 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.
8. Invoices shall be submitted to the State at the following address: [REDACTED]
9. 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 Contractor, 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)

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. **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 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. Please list any additional practices that promote clean energy and take action to address climate change:
-
-
-

F. Acknowledge receipt of the following Addenda:

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Bidder Name: _____ Contact Name: _____

Address: _____ Fax Number: _____

_____ Telephone: _____

_____ E-Mail: _____

By: _____ Name: _____
Signature of Bidder (or Representative) (Type or Print)

END OF CERTIFICATE OF COMPLIANCE

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT

**Self Reporting
Form 1 of 1**

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00, requires bidders comply with the following provisions and requirements.

Bidder is required to self report the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification for worker's compensation. The state is requiring information on any violations that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT: Bidder hereby certifies that the company/individual is in compliance with the requirements as detailed in Act 54, Section 32 of the Acts of 2009.

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Signature (Bid Not Valid Unless Signed)*

(Type or Print)

*Form must be signed by individual authorized to sign on the bidder's behalf.

RFP/PROJECT:
DATE:

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT

Subcontractor Reporting Form

This form must be completed in its entirety and submitted prior to contract execution and updated as necessary and provided to the State as additional subcontractors are hired.

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total project costs exceeding \$250,000.00 requires bidders to comply with the following provisions and requirements.

Contractor is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured of workers. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

Subcontractor	Insured By		Subcontractor's Sub	Insured By

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Worker Classification Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

Send Completed Form to: Office of the State Court Administrator
109 State Street
Montpelier, VT 05609-0701
Attention: GAL Programs Manager