

Vermont Agency of Commerce & Community Development
Department of Tourism & Marketing
C. Davis Building, 6th Floor
One National Life Drive
Montpelier, VT 05620-0501

Request for Proposal (RFP)

VERMONT BUY LOCAL CONSUMER STIMULUS PROGRAM

Key RFP Events	Date & Time
Issue Date:	June 5, 2020
Bidder's Conference:	None
Questions Due:	June 12, 2020 by 4:30 PM
Proposals Due:	June 18, 2020 by 4:30 PM

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

<https://accd.vermont.gov/community-development/funding-incentives/rfp>.

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

State Contact: Sharon Welch
Telephone: (802) 522-5947
email: Accd.contracts@vermont.gov



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1. OVERVIEW:

Through this Request for Proposal (RFP) the Agency of Commerce and Community Development (hereinafter the “State”) seeks innovative strategies, programs and/or products from companies to stimulate and incentivize local spending and support to Vermont businesses disrupted by the COVID-19 pandemic.

- 1.1. **Background:** The COVID-19 pandemic and ensuing response to mitigate risk and save lives, effectively launched Vermont into an economic stall pattern. To rebound, the State has enlisted the aid of newly formed “regional collaborations” (hereinafter “Regions”) which is composed of merchants, downtown partnerships, chambers of commerce and other organizations of two to three neighboring counties. The result is seven Regions enlisted to leverage their familiarity of their consumer base and pursue the best approach to achieve our mutual goal of igniting our local economy. The State intends to grant \$3.5 million dollars of federal aid to the Regions to select “prequalified” proposal(s) that best suit their economic constituents.

This RFP aims to construct a pool of State accepted or “prequalified” consumer stimulus proposals from which the Region will select, resulting in contract award(s). Therefore, should a prequalified proposal be selected, the resulting contract will be with the Region. Refer to [Appendix 1](#) for an illustration of the process

- 1.2. **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.
- 1.3. **Question & Answer Period:** Any vendor requiring clarification of any section of this RFP or wishing to comment on any requirement 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. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State’s web site <https://accd.vermont.gov/community-development/funding-incentives/rfp> 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.
- 1.4. **Changes to this RFP:** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at <https://accd.vermont.gov/community-development/funding-incentives/rfp>. Verbal or written instructions from any other source are not to be considered.

2. DETAILED REQUIREMENTS/DESIRED OUTCOMES:

The State seeks creative strategies that tap into the spirit of Vermonters to support their local businesses by purchasing local products, services and experiences.

- 2.1. Bidder’s approach will need to quickly spur action, using incentives or other strategies to spark consumer spending and offer measurable outcomes.
- 2.2. Bidder will design, develop, promulgate and implement a plan to increase sales to Vermont businesses from July 1, 2020 – December 31, 2020.

3. GENERAL REQUIREMENTS:

- 3.1. **Pricing:** Bidders must price the terms of this solicitation at their best pricing. Any and all costs that Bidder wishes the State to consider must be submitted for consideration. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State.
 - 3.1.1. Prices and/or rates shall remain firm for the entirety of the program until December 31, 2020. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.
- 3.2. **Standard State Provisions for Contracts & Grants:** Bidders awarded a contract with the Region will be required to adhere to the “Attachment C-Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017). The provisions contained therein constitute part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A current copy of this document is available online at <https://bgs.vermont.gov/purchasing-contracting/forms>
 - 3.2.1. The automotive liability insurance requirement is waived for this project
- 3.3. **Statement of Rights:** 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. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that bidder’s proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.
 - 3.3.1. 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. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.
 - 3.3.2. Presentation. An in-person or webinar presentation by the Bidder may be required by the State if it will help the State’s evaluation process. The State will factor information presented during presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.
 - 3.3.3. No Guarantee of Contract Award. Prequalified proposals will be made available to the Regional Collaborations for selection and contract award.
 - 3.3.3.1. A prequalified proposal is not a guarantee of contract award.
 - 3.3.3.2. A prequalified proposal may or may not be selected by one or more regions for a contract for services.
- 3.4. **Evaluation Criteria:** Consideration shall be given to the Bidder’s project approach and methodology, qualifications and experience, ability to provide the services within the defined

timeline, cost, and/or success in completing similar projects, as applicable, and to the extent specified below.

- 3.4.1. Quality of the proposed strategy, program or product to increase sales at local businesses and leverage additional spending.
- 3.4.2. Strength of program mechanisms to provide detailed reporting and clear metrics to track participation and return on investment.
- 3.4.3. Experience in sales and marketing of consumer stimulus programs.
- 3.4.4. Special consideration will be given to companies and organizations with deep experience in buy local campaigns, retail, restaurants, performing arts and the travel and tourism sector.
- 3.4.5. Estimated cost proposed.
- 3.4.6. References

Criteria	Consideration
Quality of the proposed consumer stimulus strategy, program or product	40%
Strength of program reporting and metrics	15%
Experience in sales & marketing of consumer stimulus programs	15%
Estimated Cost	15%
Timeline for project implementation & resources to commence work immediately	10%
References	5%

3.5. **Cost of Preparation:** Bidder shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.

4. **CONTENT AND FORMAT OF RESPONSES:**

The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder’s proposal. Bidders may include additional information or offer alternative solutions for the State’s consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this RFP.

4.1. **Cover Letter:**

- 4.1.1. Confidentiality. To the extent your bid contains information you consider to be proprietary and confidential, you must comply with the following requirements concerning the contents of your cover letter and the submission of a redacted copy of your bid (or affected portions thereof).
- 4.1.2. All responses to this RFP will become part of the contract file and will become a matter of public record under the State’s Public Records Act, 1 V.S.A. § 315 et seq. (the “Public Records Act”). If your response must include material that you consider to be proprietary and confidential under the Public Records Act, your cover letter must clearly identify each page or section of your response that you consider proprietary and confidential. Your cover letter must also include 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, you must include a redacted copy of your 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 may your entire response be marked confidential, and the State reserves the right to disqualify responses so marked.

- 4.2. **Technical Response:** In response to this RFP, a Bidder shall:
- 4.2.1. Describe in 500 words or less how your organization/company would increase the number of sales at Vermont businesses
 - 4.2.2. Describe how you would measure and report success. We are looking for success metrics that cover the following:
 - 4.2.2.1. Dollar volume of sales
 - 4.2.2.2. Number of merchants that would participate in the program
 - 4.2.2.3. Number of Vermont residents that would participate in the program
 - 4.2.3. Provide a timeline from a start date representing an agreement with one or more of the regions and include the outreach strategy to customers and Vermont businesses.
 - 4.2.4. Provide a detailed budget that includes the costs for administering the program, distributing the incentives and strategies, and measuring their success with metrics that regional partners will make available. It is anticipated that each region will receive \$500,000 for a total of \$3.5M statewide. Budgets should be scalable for use of a portion of the funding if one or more vendors are selected for a region.
 - 4.2.5. Include any partner organizations or subcontractors that will be necessary for your proposal's success.
 - 4.2.6. Describe your experience that contributes to the potential for success in the proposal.
 - 4.2.7. Describe your knowledge of other similar programs that are the basis of your proposal and how those similar programs helped accomplish the goals of increased customer purchasing.
 - 4.2.8. Provide details concerning your form of business organization, company size, project manager and resources.
 - 4.2.9. Describe your capabilities and particular experience relevant to the RFP requirements.
- 4.3. **References:** Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance. Any work specific to COVID related stimulus initiatives are encouraged but not required.
- 4.4. **Reporting Requirements:** Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this RFP.
- 4.5. **Cost Proposal & Certificate of Compliance:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

5. SUBMISSION INSTRUCTIONS:

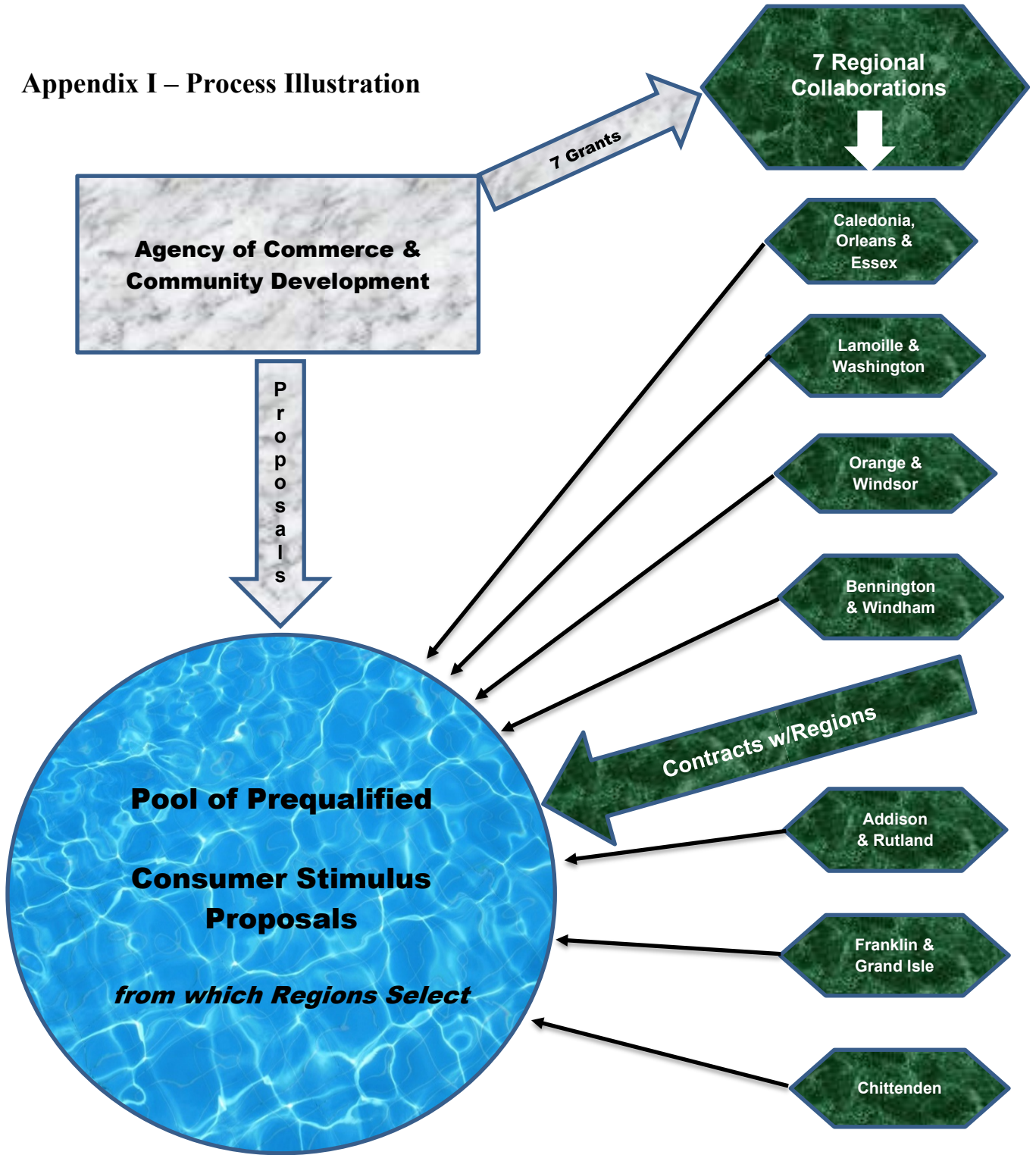
- 5.1. **Closing Date:** Bids must be received by the State by the due date and time specified on the front page of this RFP. Late bids will not be considered.
- 5.1.1. The State may, for cause, issue an addendum to change the date and/or time when bids are due. If a change is made, the State will inform all bidders by posting at the webpage indicated on the front page of this RFP.
- 5.1.2. There will not be a public bid opening. However, the State will record the name, city and state for any and all bids received by the due date. This information will be posted as promptly as possible following the due date online at <https://accd.vermont.gov/community-development/funding-incentives/rfp>
- 5.2. **Bid Delivery Instructions:** All bid proposals must be submitted in digital format as described below. No hard copies or faxes will be accepted.
(During the pendency of the State emergency relating to Covid-19, State office buildings are locked or otherwise closed to the public. Therefore, bids will not be received by means of courier or in-person delivery.)
- 5.2.1. Bidders may send their bid proposal in PDF file format as—an attachment to or download link within—an email: ACCD.Contracts@vermont.gov.
- 5.2.2. The email subject line must read “**Vermont Buy Local Consumer Stimulus Program Bid Proposal**”
- 5.2.3. The email with the viable download link must be received by the closing date and time found on the cover of this RFP.
- 5.2.4. The bid document must be a single digitally searchable PDF with the following naming convention <<**Vendor Name- Vermont Buy Local Consumer Stimulus Program**>>. The PDF attachment must contain all components of the bid. Multiple emails and/or multiple attachments will not be accepted.
- 5.3. **Bid Submission Checklist:**

Bid Contents	✓
Cover Letter	
Technical Response	
References	
Cost Proposal & <i>signed</i> Certificate of Compliance	

6. ATTACHMENTS:

- 6.1 Cost Proposal & Certificate of Compliance Form *(Required with Bid Submission)*

Appendix I – Process Illustration



CERTIFICATE OF COMPLIANCE

This form must accompany your Bid

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. **TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, and if awarded a contract with a Region, agrees to procure the insurance provisions referenced in Section 3.2 and set forth in [Attachment C-Standard State Provisions for Contracts and Grants](#)
- C. **ADDENDA:** Acknowledge receipt of Addenda associated with this RFP:

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

D. COST PROPOSAL. Please provide a total project cost accompanied by an itemization of costs for administering the program and distributing the incentives and strategies in relation to scale.

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

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F. In signing this bid, the bidder certifies under the pains and penalties of perjury that the individual or company is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes owed the State of Vermont.

G. BIDDER INFORMATION & CERTIFYING SIGNATURE

Vendor Name: _____ Contact: _____

Address: _____ Telephone: _____

City/State/Zip: _____ Fax: _____

email: _____

Vendor Website: _____

Signature: _____ Date: _____

Printed Name: _____

END OF CERTIFICATE OF COMPLIANCE

Attachment 6.2
STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)
for all Contracts and Purchases¹
of Products and Services Connected with 2020 Pandemic

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more certify that each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
4. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
5. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
6. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

¹ These terms, developed by the Vermont Attorney General's Office, are to be included, without any changes, in all contracts, and any amendments to contracts, intended or expected to be used in connection with the State of Vermont's response to the 2020 Pandemic. THESE TERMS ARE ALSO TO BE USED AND ADDED FOR **ANY TRANSACTIONS**, SUCH AS BUT NOT ONLY PURCHASE ORDERS, TAKING PLACE UNDER AN EXISTING CONTRACT, IF THE PURCHASE IS FOR THE PANDEMIC AND IF THERE IS ANY POTENTIAL DOUBT AS TO WHETHER THE OVERLYING CONTRACT HAS THESE TERMS. These terms and conditions shall also be added in instances in which a purchase without formal contract is otherwise duly authorized.

Attachment 6.2

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General

- a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. Settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.