

August 17, 2022

RFP ADDENDUM # 1

RE: Request for Proposals – Historic Preservation Services 2022

The Request for Proposals (RFP) for the above-mentioned services has been modified to delete and replace Attachment B – Payment Provisions, which is attached hereto and made part hereof.

The Request for Proposals (RFP) for the above-mentioned services has been modified to clarify the RFP by addressing the following questions:

1. On page 6 Item “I. Price/Cost” indicates that it should be included in the Technical Proposal but on page 7 it notes that the Cost Proposal should be submitted separately. Can you please clarify.

A: Please submit the Cost Proposal separately with the title given in the FTP Instructions.

2. The RFP asks for Hourly Rates within the Technical Proposal (I on page 6) and again as a separate Cost Proposal (page 7). Should we submit Attachment R, our hourly rates, within the Technical proposal, or as a separate PDF?

A: Please see the answer to question 1 above.

3. On page 6 under “I. Price/Cost” it states “Complete the attached Hourly Classification Rate Schedule to provide fully burdened hourly rates for all classifications you anticipate utilizing under the Primary Contract.” Can you please confirm that the “Hourly Classification Rate Schedule” is Attachment R?

A: Yes. The Hourly Classification Rate Schedule is Attachment R.

4. On page 7, do the “Past Performance and Reference Forms” also need to be included within the “Required Certifications/Documents” section or should they be included in Section G. Past Performance (page 5) or in both sections?

A: Either location is acceptable.

5. On page 5, under “G. Past Performance” it mentions to provide at least three projects, while on the Past Performance & Reference Forms (page 98) it states to provide a summary of three recent projects. Can more than 3 projects be included?

A: Yes, you may provide more than 3 projects as long as you do not exceed the maximum page count as past performance does count toward the 20 page maximum page count.

6. Is it sufficient to demonstrate the ability to bring a qualified archaeologist as needed based on a work order request? Or do we need to demonstrate full archaeology qualifications as part of our proposal?

A: As indicated in the Request for Proposal, all sub-contractors that you would have under contract to provide any of the services required in the Scope of Work must be identified in your proposal and contain the following information.

F. Subcontracts.

A. Identify all subcontracts proposed, and provide the following information:

- (1) Company name of each sub-contractor, or individual name in the case of independent Contractors**
- (2) Names of each sub-contractor principals and/or corporate officers**
- (3) Resumes of each sub-contractor’s key personnel who will be assigned to provide professional services under the contract, including certifications or special licensing for each; and**
- (4) The types of work to be performed by each sub-contractor**

This section DOES NOT count toward the twenty (20) page limit.

NOTE: Fully executed sub-agreements must be in place for each sub-contractor prior to the sub-contractor performing any work under this contract. Any changes to or the addition of new sub-contractors are subject to the same notification and approval procedures applicable to key personnel described above. Contractor must request changes or additions in writing to the Contract Manager. The request shall include justification for the change or addition, all required items such as resumes of the sub-contractor, a description of their services, any certifications or special licensing the individual holds that is pertinent. All sub-contractors that the proposer anticipates utilizing under the contract should be included with the initial proposal. Changes to sub-contractors and the addition of new sub-contractors should be the exception and be on a limited basis.

7. Does a cover page and table of contents page count towards the page limits of the proposal?

A: No.

8. Do the section dividers count towards the page limits of the proposal?

A: No.

Sincerely,

Caryn Pletzer

Caryn Pletzer
Contracts Specialist

cc: Contract Manager
Project File

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 the contract. Award of a contract does not guarantee payment of any or all the maximum amount.

All Services shall be invoiced according to the payment provisions listed below:

HOURLY CLASSIFICATION RATES:

It is the policy of the Vermont Agency of Transportation that reimbursement of meals and travel expenses, when applicable, for contractors, vendors, service providers, and grantees, including subgrantees and (sub)contractors, shall be determined by the terms set forth in Bulletin No. 3.5 – Procurement and Contracting Procedures. Travel expenses will be invoiced as separate line items, according to the second option in Bulletin 3.5. Verification of the expenses must be provided with the invoice and is subject to review by the AOT Audit Department. Federal Guidance will be followed whenever federal funding is involved.

The most current Bulletin 3.5 can be found here: <https://aoa.vermont.gov/bulletins/3point5>

The most recent GSA rates for meals and lodging can be found here: [Per Diem Rates | GSA](#)

The most recent GSA rate for mileage can be found here: [Privately Owned Vehicle \(POV\) Mileage Reimbursement Rates | GSA](#)

General information regarding the guidelines set forth in the Federal Acquisition Regulations can be found here: [52.216-7 Allowable Cost and Payment. | Acquisition.GOV](#)

Generally, meals during travel not requiring an overnight stay (e.g., mid-tour meals) are not reimbursable. The following outlines when a meal is allowable for reimbursement:

- Breakfast is allowable for reimbursement on the travel departure date that requires an overnight stay for a state work assignment or for travel on a state work assignment not requiring an overnight stay, if it is necessary for the Contractor to commence traveling more than 2 hours earlier than the start of their normally scheduled workday.
- Dinner is allowable for reimbursement on the return date from travel requiring an overnight stay on a state work assignment or for travel on a state work assignment not requiring an overnight stay, if the Contractor is unable to return to their residence or official work station at least 2 hours later than the end of their normally scheduled workday.
- Alcohol is never an allowable cost for meal reimbursement.
- Contractors authorized to participate in conferences, meetings, seminars, conventions, trainings, etc. (i.e., “conference-related meals”) shall be reimbursed for out-of-pocket meal expenses incurred without regard to location of the meal or maximum limits, provided the meal is a necessary part of the event and for which participants have no control over the cost of the meal.
- Subject to written approval, Contractors may provide food or allow meal reimbursement (subject to maximum limits) during emergency situations where key staff are required to remain on duty at their official work station, significantly beyond their normal work schedules, in order to maintain mission critical operations.

The hourly classification rates listed below will be in effect for the entire original term of the contract. The rates are subject to revision during the first optional one (1) year extension period and will be in effect for both optional one (1) year extensions.

Addition of classifications are permitted without an amendment. The new classifications and the rates associated must be submitted to the Contract Manager. The Contract Manager will then submit any approved additions to Contract Administration for inclusion into the contract. The Contract Manager may negotiate the classification rates prior to approval. Addition of the new classifications will be captured formally within the contract with the next amendment. This does not apply to rate changes; this is for any new classifications not previously included in the contract.

Subcontractor(s) labor, materials and other direct expenses shall be billed at cost. A copy of the invoice(s) verifying the charges must be attached to the billing sent to VTrans.

FIRM FIXED PRICE:

Firm fixed price assignments will be billed at the percent complete by deliverables at the time of billing and shall not be billed 100% until all final reports and requirements are complete and accepted by VTrans.

Invoices shall contain the deliverables, firm fixed price of each deliverable, amount billed to date by deliverable, current billing amount by deliverable, amount remaining by deliverable, total amount billed to date, total current amount billed and total amount remaining.

Firm fixed price assignments are inclusive of all expenses. All labor, materials, subcontractor services and direct and indirect expenses are included in the firm fixed price. Invoices for any of these items will not be accepted or processed.

Firm fixed price assignments will not exceed the agreed-upon price unless at VTrans sole discretion in which there is a significant change of scope to the service or product. The Project Manager and/or Contract Manager will negotiate the change with the Contractor. Once negotiations are complete the Project Manager and/or Contract Manager will submit written justification describing the change in scope and the revised firm fixed price. The change will be reflected in an amendment to the contract. No services or invoicing for the approved change will be provided until a fully signed amendment is in place.

Work Authorization Process for Primary Contracts:

Work assignments will be awarded on a qualifications-based selection for services that are design and engineering in nature or on a best value based selection if not design and engineering in nature or if the funding is 100% State funds. This will be determined at the work order level depending on type of service and type of funding.

The bid that is the most qualified or provides the best value to VTrans may involve some negotiation regarding the classifications and estimated hours prior to award of the work assignment. If successful negotiations cannot be completed, VTrans reserves the right to move to the next most qualified or best value Contractor.

Qualifications will be based upon capacity, creative and technical solution, experience and past performance. Best value will take into consideration all of the items noted above for qualification-based selection. In addition, cost will be part of the consideration for best value selection.

The Work Authorization must accompany the invoice with all associated back-up to verify the charges.

All invoices that are related to a Work Authorization must be submitted electronically to aot.contractadministrators@vermont.gov

Invoice Preparation and Submittal:

Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, hours of work performed, rates of pay, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. **All invoices shall have a unique invoice number and follow a consistent numbering process. Invoices submitted without a unique invoice number will be returned.**

Invoices must clearly separate and subtotal the different services and expenses:

- Contractor Services (By Individual Task, Phase, Service or Deliverable, if applicable)
- Subcontractor Services (By Individual Subcontractor)
- Direct Expenses (By Individual expense)

When invoicing for subcontractor services, please attach a list of all approved subcontractors under this agreement for verification during invoice review and approval. This list will include any subcontractors named in your proposal and any additional subcontractors that have been added with the proper written approvals.

If additional information and guidance is provided as part of this contract, it is expected that invoices will be submitted according to those requirements.

Should any information within the invoice submittal be missing or incorrect, processing may be delayed until a corrected invoice is provided and accepted by VTrans. VTrans Audit may select invoices to review for completeness, accuracy and compliance with contract terms.