STATE OF VERMONT

CONSTRUCTION INVITATION TO BID

ISSUED BY: STATE OF VERMONT MILITARY DEPARTMENT

Ethan Allen Air Force Base (EAAFB) Regional Training Institute (RTI) Latrine and Locker Room Renovation

ISSUE DATE: 11/05/2026

BIDDERS CONFERENCE: November 18th, 2026 – 1:00PM (ET)
There will be a mandatory pre-bid meeting at the site on November 18th, 2026 at 1:00 PM. Visitors must surrender a valid driver's license, government ID, passport, or equivalent ID during their stay. Subcontractors are encouraged to attend. Visitors must notify the Project Manager no later than the day before the meeting so they can be added to the access list. 789 National Guard Rd, Colchester, VT 05446 Building 10

A criminal background check is required for all personnel if not presently on file with Security and current within one year. Upon award, all employees expected to work on this project must submit Base Access Registration/Record Check Form, provided by Project Manager for VTARNG Security Staff to run required background check. Form shall be submitted in PDF format by email to Project Manager.

For contractors that require access to a VTARNG facility or installation: Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), and applicable installation, facility and area commander installation/facility access, and local security policies and procedures (provided by a government representative).

QUESTIONS DUE: December 1st, 2026 – 4:00PM (ET)

BIDS DUE BY: December 17th, 2026 – 3:00PM (ET)

PROJECT MANAGER: Jacob Adams
PHONE : 802-338-3371
E-MAIL : Jacob.Adams@vermont.gov

CONSTRUCTION INVITATION TO BID
MILITARY DEPARTMENT
STATE OF VERMONT

Contractors are invited to bid on the Ethan Allen Air Force Base (EAAFB) Regional Training Institute (RTI) Latrine and Locker Room Renovation Project in Colchester, Vermont 789 National Guard Road, Colchester, VT 05446 Building 10.

This project consists of but is not limited to interior renovation of approximately 1,125 square feet of latrine and locker room space consisting primarily of bathroom renovations including all mechanical, electrical, and other work indicated in the specs and plans.

DOCUMENTS: Bona fide Bidders may obtain drawings and specifications from Project Manager, Jacob Adams.

SINGLE POINT OF CONTACT: All communications concerning this Invitation to Bid are to be addressed in writing to the State Contact listed for this Invitation to Bid. Actual or attempted contact with any other individual from the State concerning this Invitation to Bid is strictly prohibited and may result in disqualification.

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 to Jacob.Adams@vermont.gov & cc the architect no later than **4:00PM on December 1st, 2026.** All questions should include Ethan Allen Air Force Base (EAAFR) Regional Training Institute (RTI) Latrine and Locker Room Renovation Project in the subject line. 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 emailed to vendors. Every effort will be made to share this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.

Bidder's attention is directed to:

1. **GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS**. It is the Bidder's responsibility to thoroughly read and comply with all requirements.

2. **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 bidder 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.

    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. 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.

    2.2. **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. **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. **CONFLICTS OF INTEREST:**

4.1. **Organizational Conflict of Interest (OCOI):** An OCOI arises when a bidder as a business entity has interests (for example, customers, partners, contracts) that could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of a contract with the State that may result from this solicitation.

4.2. **Personal Conflict of Interest (PCOI):** A PCOI arises when an interest held by an individual, agent or employee of a bidder could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of a contract with the State that may result from this solicitation.

4.3. **Requirements**: The State does not seek to contract with any individual or business entity having a conflict of interest which cannot be mitigated to the State's satisfaction. To ensure the State's awareness of actual, potential, or reasonably perceived PCOIs and OCOIs, bidders shall:

a) Prior to submitting a proposal, conduct an internal review of its current affiliations and activities and identify actual, potential, or reasonably perceived PCOIs or OCOIs relative to a contract with the State that may result from this solicitation.

b) Disclose in your proposal any actual or potential PCOI or OCOI or the existence of any facts that may cause a reasonably prudent person to perceive a PCOI or OCOI with respect to a contract with the State that may result from this solicitation. Disclose, also, any actions proposed to mitigate the PCOI or OCOI.

4.4. The State shall have sole discretion to determine whether a PCOI or OCOI can be mitigated to the State's satisfaction and may discuss the conflict with the bidder if and to the extent the State deems discussion necessary to its determination. The State reserves the right to (a) reject from further consideration any proposal having a PCOI or OCIO that cannot be mitigated to the State's full satisfaction and (b) terminate a contract upon discovery that a contractor failed to disclose facts pertaining to a PCOI or OCOI in its proposal, or otherwise misrepresented relevant information to the State.

5. **UNSOLICITED BIDDER-CONFIDENTIAL INFORMATION PROHIBITED.** Bidders are hereby expressly directed not to include any confidential information in their proposal submissions, except as specifically permitted below. By submitting a proposal in response to this RFP, bidders acknowledge and agree to abide by the terms and conditions outlined in this document, including the prohibition on submitting confidential information. This prohibition reduces the burden on the State while preventing bidder-confidential information from entering the public record.

5.1.1. **Disclosure under Public Records Act.** All information received by the State in response to this solicitation will become part of the contract file and subject to public disclosure in accordance with the State's Public Records Act, 1 V.S.A. § 315 et seq. The State may also choose to publicly post responses to this solicitation and the resulting agreement(s), following conclusion of this procurement process.

5.1.2. **Unsolicited Confidential Materials.** This RFP does not solicit bidder confidential information and bidders are expressly prohibited from providing confidential information in response to this RFP. All materials furnished by bidders in response to this RFP, including those marked as confidential by bidders, are subject to disclosure if requested under the Public Records Act, or public posting.

5.1.3. **State Not Responsible for Disclosure of Unmarked Bidder-Confidential Information.** It is the sole responsibility of the bidder to ensure that, other than where specifically directed or permitted by this RFP and accordingly marked as described below, no information that should not be publicly disclosed is included in their proposal materials, including any 1) trade secrets or intellectual property, 2) proprietary financial or business information, 3) personal information, or 4) any other information that should not be disclosed to the public. For example, bidders should avoid including specific details of their proprietary

technologies or methodologies that they consider confidential, and any references to previous client engagements should be presented in a manner that does not disclose the client's confidential information.

6. FUNDING SOURCE:

This project is being funded in whole or in part using federal monies**.** If a bidder requires assistance in preparing their proposal or needs guidance on socioeconomic certifications, the bidder may contact the VT APEX Accelerator. The APEX Accelerator specializes in helping small businesses navigate the documentation associated with State and Federal procurement. Their website is: http://apex.vermont.gov

7. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

8. NOTICE TO BIDDERS – PROHIBITION OF RUSSIAN GOODS: The Contractor is hereby notified that, pursuant to Vermont Executive Order No. 02-22, dated March 3, 2022, the purchase of Russian-sourced goods and goods produced by Russian entities (defined as institutions or companies that are headquartered in Russia or have their principal place of business in Russia) is prohibited. The awarded Contractor must fill out and sign the Executive Order 02-22 Vendor Certification as part of the Contract awarding process. This certification is required for all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont.

9. BID SUBMISSION INSTRUCTIONS:

9.1. **CLOSING DATE:** Bids must be received by the State by the due date specified on the front page of this RFP. Late bids will not be considered.

9.1.1. 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.

9.1.2. 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.

9.2. **ELECTRONIC BIDS ONLY:**

9.2.1. All bids under this RFP must be submitted electronically in accordance with the submission requirements herein. Electronic bids will be accepted via email submission to MIL.BidProposals@vermont.gov and the project manager Jacob.Adams@vermont.gov. The subject line of the email submission must reference the Project Title as indicated on the front page of this RFP.

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

9.2.3. There is an attachment size limit of 40 MB. It is the Bidder's responsibility to compress the PDF file containing its bid if necessary in order to meet this size limitation. It is also the Bidder's responsibility to ensure that their own email system can send and receive messages up to this size.

10. **VTBUYS REGISTRATION:** If you are not already registered in the VTBuys system, please do so at VTBuys registration page(https://vtbuys.suppliers.vermont.gov/). If you cannot access your account, or if your company needs to add or update contact information, please contact VTBuys Customer Support **(** vtbuyscustomersupport@vermont.gov) and be prepared to provide your Taxpayer Identification Number (TIN) to validate your supplier record. For more information please visit (https://vtbuysprocurement.vermont.gov/suppliers-bidders)

11. Full Bonding is required for this job.

12. **CONSTRUCTION CONTRACTOR EVALUATION FORM**: The State of Vermont Military Department may require contractor evaluations on construction projects over $100,000 or at the discretion of the Deputy Adjutant General. Evaluations will be used to compile a history and assessment of the contractor's performance on previous projects.

13. It is the Bidder's responsibility to thoroughly read and comply with all instructions and requirements of this bid solicitation.

14. **BID SUBMISSION CHECKLIST:**

- ✓ Bid Proposal
- ✓ Bidder Qualification Process
- ✓ Signed Certificate of Compliance
- ✓ Debarment And Non-Collusion Certification
- ✓ Minority/Women Business Enterprises Reporting Form (project exceeding $50,000.00)
    - Can be submitted after notice to award the contract
- ✓ Workers Compensation; State Contracts Compliance Requirement (project exceeding $250,000.00)
- ✓ Bonding Requirements

15. **ATTACHMENTS – REFER TO THE TABLE OF CONTENTS.**

INSTRUCTIONS TO BIDDERS
STATE OF VERMONT MILITARY DEPARTMENT

To be considered, Proposals must be made in accord with these Instructions to Bidders:

1. DOCUMENTS: Bona fide Bidders may obtain drawings and specifications from Jacob Adams.

2. PLAN SECURITY CERTIFICATION: Contractor acknowledges that the plans pertaining to this project have been declared exempt from public record inspection for security reasons and have been disclosed to Contractor as per 1 V.S.A. §317(c) (32) for the performance of the Work specified herein. Contractor hereby expressly acknowledges and agrees to disclose plans ***only to a licensed architect, engineer, or Contractor who is bidding on or performing work on or related to buildings, facilities, infrastructures, systems, or other structures owned, operated, or leased by the state.***

Furthermore, Contractor agrees to abide by BGS Administrative Policy # 35, and any existing or future directives set forth by the State concerning the copying or distribution of the plans. Fraud, misrepresentation, falsification, or concealing or covering up material facts relating to compliance with these directives may result in one or more of the following actions: termination of the contract(s), suspension of bidding privileges, withholding, deducts, forfeiture of security bonds, and criminal prosecution punishable by imprisonment of up to five years and/or up to a $10,000 fine as per 13 V.S.A. §3016.

3. WORKER' S COMPENSATION STATE CONTRACTS COMPLIANCE REQUIREMENT: The Military Department 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.

(1) Bidder is required to self-report detailed information including information relating to past violations, convictions, suspensions, and any other information related to past performance and likely compliance with proper coding and classification of employees requested by the applicable agency.

The bidder is required to report information on any violations that occurred in the previous 12 months. The Self Reporting requirements are identified and included as part of the Bid Proposal Form.

(2) Bidder 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 for workers' compensation purposes. 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.

The Subcontractor Reporting requirements shall be required upon award of contract, and prior to the commencement of work. Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Workers' Compensation; State Contracts Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

(3) For construction and transportation projects over $250,000.00, a payroll process by which during every pay period the contractor collects from the subcontractors or independent contractors a list of all workers who were on the jobsite during the pay period, the work performed by those workers on the jobsite, and a daily census of the jobsite. This information, including confirmation that contractors, subcontractors, and independent contractors have the appropriate workers' compensation coverage for all workers at the jobsite, and similar information for the subcontractors regarding their subcontractors shall also be provided to the department of labor and to the department of banking, insurance, securities, and health care administration, upon request, and shall be available to the public.

4. **EXAMINATION**: Bidders shall carefully examine the documents and the construction site to obtain first-hand knowledge of existing conditions. Contractors will not be given extra payment for conditions, which can be determined by examining the site and documents.

5. **INTERPRETATION:** All requests for interpretation shall be directed to the Military Department. Any interpretation of documents will be made by Addendum only. Addendums shall be shared through email.

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND ADDENDUMS ASSOCIATED WITH THIS RFP WILL BE EMAILED UNLESS OTHERWISE DETERMINED THAT A HARD COPY IS NECESSARY.

NOTE: On occasion, hard copy addendums may be required due to size or type of media/requirements. If applicable and as determined by the Military Department, addendums that require hard copy distribution, a copy of such addenda will be mailed or delivered for each set of plans and specifications issued to the bidders, prior to the bid date. However, it is the responsibility of the bidder to be sure they have received all addenda and must so state the number of addenda they have received on the proposal. All addenda will become part of the Contract Documents.

6. **CONFLICTING INFORMATION**: If any part of the plans or specifications conflict with any other part and no clarification is made by the Military Department in an addendum, the most expensive method, or materials as described or suggested will be used.

7. **SUBSTITUTIONS:** Substitutions will be considered if offered by the contractor under contract with the State of Vermont Military Department as part of the normal submittal process. No substitutions will be considered as part of the bid process as the person putting the alternative product or method forward may not be the successful bidder.

8. **PROPOSALS:** Proposals shall be made on unaltered Proposal forms furnished by State of Vermont, Military Department. Fill in all blank spaces. **One (1)** copy is requested. Proposal shall be signed with name typed or printed below signature. Where bidder is a corporation, Proposal must be signed with legal name of the corporation followed by the name of the State of incorporation and the legal signatures of an officer authorized to bind the corporation to a contract.

9. **BID SECURITY: Bid Security is required for this project.** Bid security shall be made payable to the Treasurer, State of Vermont, in the amount of five (5) percent of the Proposal sum. Security shall be bid bond issued by surety licensed to conduct business in the State of Vermont or other security as specified herein. The successful bidder's security will be retained until he has signed the Contract and furnished the required security. The Owner reserves the right to retain the security of the next three lowest bidders until the low bidder enters into contract or until 60 days after bid opening, whichever is the shorter. All other bid security will be returned as soon as practicable. If any bidder refuses to enter into a Contract, the Owner will retain his Bid Security as liquidated damages, but not as a penalty. **No checks will be accepted.**

10. **BONDS**: The Contractor will furnish the following bonds and the obtaining of these bonds is a condition precedent to the effectuation of the contract between Owner and Contractor.

Bid Bond in the amount of 5% of bid.
Guaranty Bond in the amount of 100% of the contract price.
Performance Bond in the amount of 100% of the contract price.
Payment Bond - Labor & Materials - 100% of the contract price.

All bonds are to be executed according to instructions. The Military Department will furnish Bond forms.

11.MINORITY/WOMEN BUSINESS ENTERPRISES (M/WBE): It is the policy of the State of Vermont that M/WBE's shall have the maximum opportunity to participate in the performance of contracts financed with state funds. All Bidders are encouraged to contact M/WBE's in an effort to recruit them to submit proposals for the work or portions thereof. The contractor shall not discriminate on the basis of race, color, national origin or sexual orientation in the award and performance of subcontracts.

The Military Department shall, in accordance with Executive Order #15-91, and for publicly funded capital construction projects exceeding $50,000.00, comply with the following provisions and requirements. Upon receipt of letter of intent to award contract, the successful bidder shall submit a M/WBE Reporting Form along with certificates of insurance and other pre- contract information. The form includes space to report the name, address, and phone number of the M/WBE's contacted, the trade, if their price was included in the bid proposal, and if not, the reason for rejection of their bid. The contract will not be executed until the M/WBE Form is received. Failure to contact M/WBE's on or when projects require sub-contract work may constitute non-compliance and may result in forfeiture of future bidding privileges until resolved.

12.VERMONT PREVAILING WAGE RATE REQUIREMENTS: Vermont law requires this project comply with the prevailing wage rate requirements set forth in 29 V.S.A. §161. The full text of 29 V.S.A. §161 is available at: **https://legislature.vermont.gov/statutes/section/29/005/00161**

13.MODIFICATION AND WITHDRAWAL: Proposals may not be modified after they are received and recorded by the Military Department. Bidders may withdraw Proposals at any time before bid opening but **may not** resubmit a bid. No proposal may be withdrawn or modified after the bid opening except where the award of Contract has been delayed for beyond 60 days.

14.DISQUALIFICATION: The Deputy Adjutant General reserves the right to disqualify Proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder. Furthermore, failure to substantively comply with bidding requirements may constitute non-compliance and may result in forfeiture of future bidding privileges until resolved.

15.SUBMITTAL: Submit Proposal via email, identify email with: (**1**) project name, (**2**) name of bidder. Submit Proposals in accord with Invitation to Bid.

16.EXCEPTIONS TO CONTRACT TERMS AND CONDITIONS: If a 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, and that the State's non-rejection of a proposal on this basis does not indicate acceptance of the exceptions.

17.OPENING: Proposals will be opened as announced in the Invitation to Bid.

18.BASIS OF BID AWARD: Method of award will be based on Title 29, Chapter 5 § 161. Requirements on state construction projects.

The contract shall be awarded to one of the three lowest responsible bidders, conforming to the plans and specifications, with consideration being given to quantities involved, time required for delivery, purpose for which required, competency and responsibility of bidder, and the bidder's ability to render satisfactory service, but the Deputy Adjutant General with the approval of the Secretary of Administration, shall have the right to reject any and all bids and to invite other bids.

No segregated proposals or assignments will be considered. The Contract will be awarded on the basis of the Maximum Limiting Amount, including full consideration of unit prices and alternates.

19.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.

20.EXECUTION OF CONTRACT: The Contract or Contracts will be signed for the State of Vermont by the Deputy Adjutant General.

21.TAXES: The State is exempt from all sales and federal excise taxes. Contractors will be responsible for the payment of any sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective. Federal excise tax registration number covering taxable items will be furnished upon request. Quote less these taxes.

As required by law (32 V. S. A. §3113) the Contractor hereby certifies, under the pains and penalties of perjury, that he/she 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 as of the date the Contractor signs this contract.

22.CONSTRUCTION CONTRACTOR EVALUATION FORM: The State of Vermont Military Department may require contractor evaluations on construction projects over $100,000 or at the discretion of the Deputy Adjutant General. Evaluations will be used to compile a history and assessment of the contractor's performance on previous projects.