

August 2, 2023

Request for Proposals (RFP): **Sale or Long-Term Lease of Caledonia County State Airport
Lyndon, Vermont**

The Rail and Aviation Bureau of the Policy, Planning and Intermodal Development Division of the Vermont Agency of Transportation, hereinafter referred to as VTrans, is seeking proposals for the purchase of or long-term lease of the Caledonia County State Airport. The conveyance of the Airport property will be by warranty deed according to the terms of the purchase and sale agreement or through a long-term lease. The proposals must consider a multitude of factors including presentation of a business plan, anticipated investments to address any deficiencies or necessary repairs and to ensure that the airport continues to operate as a public-use airport in perpetuity and that the airport continues to be identified as a public use airport within the Federal Aviation Administration (FAA) National Plan of Integrated Airport Systems subject to federal determination. Sale or lease of the airport requires final Federal Aviation Administration approval. Details of requirements can be found in Attachment B: Conveyance Requirements.

This RFP will result in a single award.

Sale or Long-Term Lease will be accomplished in accordance with the following:

- Attachment B: Conveyance Requirements
- Sale or Lease Agreement
- Transportation Bill for SFY2024
- Approval and Requirements of the U.S. Federal Aviation Administration

Prequalification is not required in order to submit a proposal for this RFP.

All questions related to this RFP shall be forwarded to **Doreen Carminati, AOT Contract Administration, in writing**, by e-mail at doreen.carminati@vermont.gov. All such questions and requests shall be received **no later than 2:00 p.m. on Friday, August 25, 2023**. VTrans will not be bound by any oral communications. All questions or requests for clarification received will be documented and answered after this date. ***Communication with other VTrans personnel regarding this RFP is prohibited and may result in the rejection of your proposal.***

Proposers' Conference: There **will be** an optional pre-bid site visit to tour the facilities. The site visit has been scheduled for **Thursday, August 24, 2023 at 3:00 pm**. All attendees will be required to sign in. The site visit is optional and is not required to provide a proposal, however it is highly recommended to ensure a responsive proposal is submitted. Questions will be logged and posted as an Addendum to the RFP.

Addendums(s) / Modifications. In the event that it becomes necessary to revise, modify, clarify, or otherwise alter this RFP, including VTrans' responses to questions and requests for clarification, such addendum(s)/modification(s) shall be posted to the VTrans Contract Administration website.

IT IS THE PROPOSER'S RESPONSIBILITY TO OBTAIN ANY RFP MODIFICATIONS ISSUED.

They will be posted on the VTrans Contract Administration website at:

<https://vtrans.vermont.gov/contract-admin/bids-requests/services>

Reservation of Rights. All proposals become the property of VTrans upon submission. The cost of preparing, submitting and presenting a proposal is the sole expense of the Proposer. Unselected proposals shall be securely disposed of at VTrans' discretion. VTrans reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel this RFP in part or in its entirety if it is in the best interest of VTrans. This solicitation of proposals in no way obligates VTrans to award a contract.

Exceptions to Terms and Conditions. The proposer must state in the business proposal any exceptions taken to the terms and conditions in this RFP. For each exception the proposer shall identify the term or condition, state the reason for the exception, and provide any other information concerning the exception. Such exceptions, deviations or conditional assumptions may, however, result in rejection of the proposal as unresponsive. 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.

Single Award Anticipated. The State reserves the right to reject any and all offers. In the event that the State and the "winning proposer" fail to execute a Purchase and Sales Agreement or if the parties fail to close on the property, the State reserves the right to award to the next complying bid or to void the entire bid process and place the subject property out to bid again. The State must finalize a sale or lease no later than April 30th 2026; Sec. 8 of this Act 62 shall be repealed on May 1, 2026. The State makes no representations or warranty of use or development and any proposed use and development shall be subject to local and state permitting

The property is offered in "as is" condition and subject to any easements, rights of way, and license agreements of record and shall be conveyed by warranty deed or lease.

Confidentiality. All Proposals received will become part of the contract file and will become a matter of public record, and may be disclosed to the public in accordance with the Vermont Public Records Act, 1 V.S.A. § 315 et seq. If the proposal documents include material that is considered by the proposer to be proprietary and confidential under 1 V.S.A. § 315 et seq., the proposer shall submit a cover letter that clearly identifies each page or section of the proposal that it believes is proprietary and confidential. The proposer 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 proposer if the identified material were to be released. **Additionally, the proposer 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.

Proposal Instructions – General

The quality of proposals and adherence to solicitation response requirements and/or restrictions are considered reflective of the manner in which the proposer could be expected to conduct business and will be given due consideration throughout the evaluation process.

Failure to provide all required information, or indications that the proposer did not conform to all terms as set forth in the RFP and attachments may make the offer non-responsive and may result in the elimination of the proposer from further consideration for award.

Proposals or unsolicited revisions submitted after the specified due date and time will not be accepted and will be securely disposed of.

Required Electronic Submittal Information:

Proposals will be received electronically via an FTP site. In order to upload your proposal, you must obtain a user account. This account will be provided when AOT Contract Administration receives your request via e-mail. Please submit your request for a user account by e-mailing the single point of contact listed above. Your subject should state “**FTP Account Proposal Submit Request for Caledonia County State Airport**”. You will then receive guidance on uploading your proposal and a user account will be provided by separate e-mail(s). Please submit your request as soon as possible and no later than four (4) business days before the RFP due date to ensure there is ample time to set up the user account(s).

When submitting your proposal(s) please use the following naming convention:
ProposalType_CompanyName_RFP Title

- **TechnicalProposal_ABConsulting_CaledoniaCountyStateAirport**
- **CostProposal/Offer_ABConsulting_CaledoniaCountyStateAirport**
- **FinancialInformation_ABConsulting_CaledoniaCountyStateAirport** This file will be uploaded directly to AOT Audit Section as these documents are considered confidential. You will receive a separate user account through AOT Audit when this document is required, and a user account is requested.

Submit your proposals to the Office of Contract Administration, Agency of Transportation, via the provided FTP site, **prior to 2:00 P.M.**, on **Wednesday September 13, 2023**.

Technical Proposal Format and Content

The proposal shall not exceed fifty (50) single sided pages. All pages that count toward the page limit shall be numbered consecutively. The pages shall be formatted as 8½” x 11” sheets. Font shall be size 12.

The **fifty (50) pages** shall include information as required below:

Proposal Substantive Content

In tabbed and labeled sections, please provide the following elements:

- A. **Cover Letter.** All proposer's or their authorized representative shall prepare and sign a cover letter. Submission of the letter shall constitute a representation by the proposer that it is willing and able to purchase or lease the property described in the RFP and their proposal response. **This section counts toward the fifty (50) page limit.**
- B. **Technical Capability/Approach.** In this section the proposer must explain the proposer's understanding of VTrans' intent, objectives, and how they proposes to achieve those objectives. The proposer must discuss the proposer's experience, capabilities and approach. This section must include a business plan, which shall at a minimum, include the plans for investment in the Airport and the surrounding communities and may include plans for partnerships with secondary and post-secondary institutions in the surrounding communities. Describe investments in the Airport that address current deficiencies and necessary repairs. Ensure the Airport will continue to be a public-use airport and the public will continue to have access to the Airport for general aviation uses in perpetuity. **This section counts toward the fifty (50) page limit.**
- C. **Regional Impacts to Economy and Education.** Provide a plan to work with other entities in the region and how you will provide benefit to the local economy and education entities. This plan should provide clear understanding of the needs of the area and what would be your approach to bring about positive changes or additions to the local area. How would you coordinate with the regional businesses and local government. **This section counts toward the fifty (50) page limit.**
- D. **Organizational Chart.** Provide a one-page organizational chart of the Proposer's team that notes the name and title of key individuals that are proposed to manage or perform tasks. This chart shall clearly indicate the lines of communication for problem resolution. The use of an 11x17 page is permitted, however ensure that the document has been scanned or saved appropriately so all information is included. You may utilize a separate text box to contain the phone number and e-mail of each person listed on the chart, but the text box must be located on the same page as the organizational chart. In the case of international or national firms, please provide an organizational chart of the local office that will be responsible for the delivery of services under the contract. **This section DOES NOT count toward the fifty (50) page limit.**
- E. **Past Performance.** Provide at least three (3) projects that detail past performance. The projects must be completed in the past ten years or currently in process which are of similar size, scope, complexity and agreement type or otherwise relevant to the information described in this RFP.

Proposer shall use the provided Past Performance and Reference Form.

The contact person must be able to speak knowledgably about the proposer's performance in both technical and business aspects. The contacts provided may be directly communicated with at VTrans discretion.

The technical proposal shall not include any quoted or summarized comments or recommendations from any in-state or out-of-state evaluations, records or reports of any kind.

VTrans reserves the right to discuss the Proposer's past performance with any VTrans employee who has had experience with the Proposer.

This section counts toward the fifty (50) page limit.

F. Price/Offer:

This Offer shall be a fair market value offer, as required under 19 V.S.A § 10k(b) or 26a(a) and in accordance with Section 8. Sale or Lease of Caledonia County State Airport of the Transportation Act 62, Section 8 for State Fiscal Year 2024.

This section DOES NOT count toward the fifty (50) page limit.

Required Certifications/Documents *Item 1 DOES NOT count toward the fifty (50) page limit.*
Item 2 counts toward the fifty (50) page limit.

1. **Debarment and Non-Collusion Affidavit** – Form CA-91: All proposers will be required to execute a sworn statement, certifying that the proposer has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.
2. **Past Performance and Reference Forms** – fillable PDF provided

Proposer's Cost Proposal/Offer

Submit one (1) separate and labeled (as noted above) PDF file, containing:

- The official and complete offer

Any resulting contract will be based on the approved/accepted Proposal/Offer. VTrans will use the submitted offer to evaluate reasonableness and realism in the award.

Proposers Financial Information

Submit one (1) separate, labeled PDF file, containing:

The financial information for the Proposer shall be for the most recently completed fiscal year.

- Balance Sheet
- Income and Expenses
- If applicable, statement of pre-approval from your banking institution for loan in the amount of the offer submitted.

In accordance with 23 USC § 172 information supplied in compliance with the above financial requirements will be considered confidential.

Evaluation of Proposals

VTrans will award a contract in the best interest of the Public. The selection will be a Best Value selection with consideration for the highest proposer having preference.

The selection shall be made by State of Vermont Officials. The panel members may or may not be familiar with your company. With that in mind, it is important to provide detailed information regarding the evaluation criteria listed below.

The selection panel will evaluate proposals based upon the following factors and related sub-factors, which are of equal weight, unless noted otherwise.

1. Technical Capability/Approach (This section will be evaluated and rated at thrice (3x) the weight of the other sections)

The proposal clearly indicates how the proposer will deliver timely, high-quality, compliant and cost-effective services to meet the legislative intent. Specifically, the proposal demonstrates:

- Demonstrated experience with owning, operating on and/or managing airports, preference given to public airports.
- Demonstrated innovation on projects and assignments completed on an airport similar to those listed in the Conveyance Requirements.
- Ability to manage large project requirements on time and within guidelines.
- Ability to be resourceful, flexible, and adaptable to new initiatives.

2. Regional Impacts to Economy and Education

- The proposal clearly demonstrates a plan to work with other entities within the region to benefit the local economy and education entities. This includes working with various businesses, education entities, regional development corporations, local government and those interested in developing a business/service that the airport could support and coordinate with.
- The proposal clearly demonstrates that the proposer has the resources and managerial capability to provide this level of inclusion and coordination.
- The following contact information is being provided for your use and information preparing your proposal:

Northeastern Vermont Development Association (NVDA)

David Snedeker, Executive Director, david.snedeker@partner.vermont.gov (802) 748-8303

Town of Lyndon

Justin Smith, Municipal Administrator, justin@lyndonvt.org (802) 626-5834

North Country Career Center, Tech Center Workforce Development

Gwen Bailey-Rowe, gwen.bailey-rowe@ncsuvt.org

St. Johnsbury Academy, Tech Center, Workforce Development

Patrick Gucken, pguckin@stjacademy.org

Lyndon Institute, Institutional Advancement

Erik Oliver, erik.oliver@lyndoninstitute.org

VT State University – Lyndon, Workforce Development

Patricia Moulton, patricia.moulton@vsc.edu

VT State University – Lyndon, Center for Professional Studies

Ann Nygard, ann.nygard@northernvermont.edu

3. Past Performance (This section will be evaluated and rated at thrice (3x) the weight of the other sections)

The past performance evaluation will examine how the proposer's past and present performance indicates the likelihood of successful completion and ongoing requirements under this agreement. In conducting the past performance assessment VTTrans may use data obtained by references provided and any other source.

4. Price/Offer

Price/Offer provided will be evaluated and rated for reasonableness, realism and competitiveness. Price/Offer will become increasingly more important and carry additional weight as the non-price evaluation factors approach equality.

The submitted Price/Offer provided will be binding on the proposer.

5. Executive Order 05-16: Climate Change Considerations in State Procurements.

After consideration of all relevant factors, a proposer 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. Proposers must complete the Climate Change Considerations in State Procurements Certification, which is included in the RFP as Attachment J.

6. Vermont Preference.

All other considerations being equal, preference will be given first to resident proposers of the state and/or to products raised or manufactured in the state, and then to proposers who have practices that promote clean energy and address climate change, as identified in the applicable Certificate of Compliance.

Evaluation Method

Ratings will focus on the strengths and weaknesses as demonstrated by the proposer’s proposal. Assigned ratings represent the consensus developed by the selection committee. Each criterion described above will be scored according to the following chart.

The maximum possible evaluation score is $12 + 4 + 12 + 4 = 32$

Single Max Weight	Twice Max Weight	Thrice Max Weight	Overall Rating	Description
4	8	12	Exceptional	Indicates a proposal containing significant strengths with few to no weaknesses
3	6	9	Very Good	Indicates a proposal containing a number of strengths but also some weaknesses
2	4	6	Acceptable	Indicates a proposal containing some strengths but also some significant weaknesses
1	2	3	Unacceptable	Indicates a proposal that contains significant weaknesses that outweigh any strengths

The Proposer awarded a contract shall, upon notification of award, apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier VT 05609-1101. The telephone number is 800-439-8683. Registration can be completed online at www.vtsosonline.com/online . VTrans will not process the contract until the Proposer is registered with the Secretary of State’s office.

For long term lease, the Proposer shall submit to VTrans a certificate of insurance showing that minimum coverages are in effect. The certificate must be submitted to the office of Contract Administration prior to execution of the agreement. ***No work may be performed for any VTrans contract and/or Notice to Proceed, including mobilization, without compliant insurance being on file at AOT Contract Administration.*** It is the responsibility of the Proposer to maintain current certificates of insurance on file with the State through the term of the lease. The minimum insurance requirements are identified below:

- Airport Liability with a limit of \$5,000,000 per occurrence and a \$5,000,000 General Aggregate Limit. Coverage to include bodily injury, property damage, fire legal liability, contractual liability and products and completed operations.
- Ground Hangar keepers Property Damage Legal Liability with a limit of \$ 2,000,000

- Pollution Coverage for onsite clean up and third party liability with a limit of \$2,000,000 {Covers Fueling operations only. Tenant not responsible for UST leaks.}
- Any sub tenants of tenant should be required to have written lease for all hangar and tie down space. Lease will require tenant name the State of Vermont on subtenants' general liability or aircraft liability policy as additional insured.
- State of Vermont to be named as an additional insured for the Liability limits noted in the first bullet above.
- Any on site subcontractor of tenant shall have written agreement with tenant. Said agreement will require subcontractor to name the State of Vermont as an additional insured.

Worker's Compensation: With respect to all operations performed, the Proposer shall carry worker's compensation insurance in accordance with the laws of the State of Vermont.

NOTE: In the case of out-of-state Proposers, the proposer's workers' compensation insurance carrier must be licensed to write workers' compensation for all work that will be conducted within Vermont and so noted on the Certificate of Insurance.

The winning proposer shall have **45 (FORTY-FIVE) DAYS** from the date the bid is selected to execute a Purchase and Sales Agreement with the State of Vermont. The State reserves the right to extend the time if an extension serves the best interests of the State and the Public. If, at the end of the **45 (FORTY-FIVE) DAYS** (or any approved extensions), the parties have not executed a Purchase and Sales Agreement any right, responsibility, or obligation the winning proposer may have had regarding the subject property will be terminated.

No contract shall be considered effective until it has been fully signed by all parties.

It is a condition of proposing under this RFP that, by submitting a proposal, the proposer accepts and agrees unconditionally that if the proposer in any way contacts, or attempts to contact, a member of the selection panel involved in the selection process for this RFP, either during or following the RFP process, with the aim of communicating about the selection process or outcome, then that proposer will be completely barred from receiving or performing such work of the type covered under the RFP for a period of 365 days from the date of that proposer's attempted contact with the selection panel member. The only valid point of contact for questions about the process or outcome is from Contract Administration and is specifically listed on the first page of the RFP.

After notification of award, proposers may request a debriefing. The debriefing will review the requesting proposers scores as well as strengths and weaknesses identified by the selection committee during their review. The debriefing process is a courtesy to the proposer and is not intended to provide information akin to that provided in discovery procedures applicable in civil litigation or to replace processes for requesting documents under the Vermont Public Records Act. Debriefing requests must be submitted in writing via e-mail to the sole point of contact within fourteen (14) calendar days of notification of award results. Please include the names and e-mail addresses of all employees of the proposer who wish to attend the debriefing.

Enclosures:

- Attachment A: Property Information
- Attachment A1: Airport Property Map
- Attachment A2: Current Leases
- Attachment B: Conveyance Requirements
- Attachment C: *N/A – left intentionally blank*
- Attachment D1: Sample Sale Agreement
- Attachment D2: Sample Long-Term Lease Agreement
- Attachment E: Title VI Assurances – DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) – Assurance Appendix A and Assurance Appendix E
- Attachment F: Debarment and Non-Collusion Affidavit (Form CA-91)
- Attachment G: *N/A – left intentionally blank*
- Attachment H: *N/A – left intentionally blank*
- Attachment I: Past Performance and Reference Forms
- Attachment J: Executive Order 05-16: Climate Change Considerations in State Procurement Certification

Links:

Transportation Program Act 62 for State Fiscal Year 2024

[Act 62 \(vermont.gov\)](#)

Information regarding, master plan, current business plan, etc., can be found here:

State of Vermont, Agency of Transportation – Caledonia County Airport (CDA)

[Caledonia County \(CDA\) | Agency of Transportation \(vermont.gov\)](#)

Vermont Act 250 Database – permits for Caledonia County Airport Permit Number 7C0915

[Act 250 Database Search \(vt.gov\)](#)

Vermont Environmental Research Tool – Hazardous Site List: [HazSites \(vt.gov\)](#)

Federal Aviation Administration – Airport Obligations: Release of Airport Property

[Airport Obligations: Release of Airport Property | Federal Aviation Administration \(faa.gov\)](#)

Attachment A
Property Information
May 24, 2023

**2107 Pudding Hill Road
Lyndonville Vermont 05851**

The Caledonia County State Airport is located in the Town of Lyndon on Pudding Hill. This 78-acre airport has a single runway measuring 3300'x60' running north to south. Other assets include a fuel farm with a single tank for Av Gas, 5500 square foot aircraft parking area with 12 tie downs, a terminal/hangar building that is 60'x80' and can park up to 6 aircraft in the hangar space, AWOS system, REILs and a historic schoolhouse that currently has an aviation museum within it.

The State of Vermont acquired the land and premises by warranty deed dated July 5, 1978, from Raymond J. and Michele H. D'Alfonso as recorded at Vol. 155, Pg. 155, in the Land Records of the Town of Lyndon.

In the review memo for Project AV-FY 160-001 titled, "Caledonia County State Airport, Middlebury State Airport and Morrisville-Stowe State Airport—Fencing Project," VTrans recommended that there are no historic buildings or structures (resources) within the Caledonia County State Airport property and on April 28, 2017, the Vermont Division for Historic Preservation (VDHP) concurred with this determination. (See attached review memo.) VTrans' recommendation was based on the findings in a 2017 report from the University of Vermont Consulting Archaeology Program (UVM CAP) titled, "Historic Resources Review of Airport Perimeter Fencing: Caledonia County Airport, Lyndonville, Caledonia County, Vermont, Middlebury State Airport, Middlebury, Addison County, Vermont, Morrisville-Stowe State Airport, Morrisville, Lamoille County, Vermont." (See attached report.)

In their report UVM CAP also recommended that three farm complexes near the Caledonia County State Airport were historic and VTrans and VDHP also concurred with this recommendation in the same 2017 project review memo. Those three properties, the Ray/Easterbrooks farm complex (ca. 1855), the Proctor farm complex (ca. 1860/1870), and the Ruggles farm complex (ca. 1850), retain the qualities of significance to be eligible for inclusion on the National Register of Historic Places. Future construction projects at the Caledonia County State Airport property may require an Act 250 permit and may need to consider the potential effects of those projects on the Ray/Easterbrooks, Proctor, and Ruggles historic farm complexes.

The property is offered in "as is" condition and is subject to any rights of way and easements of record. It will be conveyed by warranty deed or long-term lease. No equipment will be included in the sale, however equipment may be available for the long-term lease option after successful negotiations between the proposer and the State.

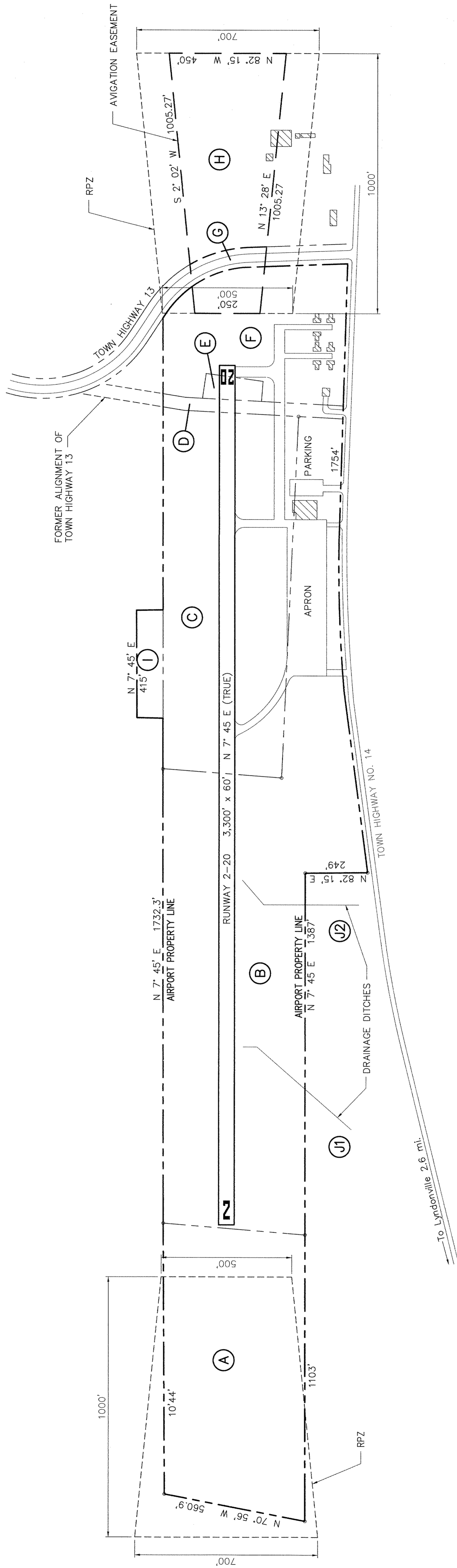
A list of current leases is attached. These will be assigned to the successful proposer upon completion of the sale or lease.

CALEDONIA COUNTY STATE AIRPORT

MAP NO.	GRANTOR	GRANTEE	DATE	BOOK/PAGE	ACREAGE	TYPE	REMARKS
A	LUSSIER, R.	STATE OF VERMONT	6-68	50/425	13.6 ±	FEE	FAAP 9-43-014-C901
B	ROGGLER, I.	STATE OF VERMONT	5-68	51/265	30.6±	FEE	FAAP 9-43-014-C901*
C	RICE, H.&O.	STATE OF VERMONT	6-68	50/425	15.6±	FEE	FAAP 9-43-014-C901
D	TOWN OF LYNDON	STATE OF VERMONT	7-69	54/77		FEE	DISCONTINUANCE OF T.H. NO. 13
	RICE, H.&O.		6-68	50/425		FEE	FAAP 9-43-014-C901
	LYNDON, TOWN SCHOOL DISTRICT		6-68	51/266	0.8±	FEE	FAAP 9-43-014-C901
	EASTERBROOKS, G., C.&L.		4-68	51/259		FEE	FAAP 9-43-014-C901
	TOWN OF LYNDON		6-68	51/265B		FEE	FAAP 9-43-014-C901
E	LYNDON, TOWN SCHOOL DISTRICT	STATE OF VERMONT	6-68	51/266	0.48±	FEE	FAAP 9-43-014-C901
	TOWN OF LYNDON		6-68	51/265B	0.28±	FEE	FAAP 9-43-014-C901
F	EASTERBROOKS, G., C.&L.	STATE OF VERMONT	4-68	51/259	8.3±	FEE	FAAP 9-43-014-C901
G	STATE OF VERMONT	TOWN OF LYNDON	10-68	50/444	UNKNOWN	FEE	NEW T.H. NO. 13
H	EASTERBROOKS, G., C.&L.	STATE OF VERMONT	4-68	51/259	8.7±	EASEMENT	FAAP 9-43-014-C901
I	RICE, H.&O.	STATE OF VERMONT	6-68	50/425	1.0±	FEE	FAAP 9-43-014-C901
J1, J2	ROGGLER, I.	STATE OF VERMONT	5-68	50/265	N/A	EASEMENT	EASEMENT TO DISCHARGE WATER DRAINAGE DITCHES

*RETAINED AGRICULTURAL RIGHTS

Attachment A1



Legend	
Feature	Existing
Airport Property Line	---
Right-of-way Line	---
Avigation Easement	---
Parcel Line (Internal)	---
Runway Protection Zone	---
Runway Pavement	---
Roads & Other Pavement	---
Building	---

Notes:

- Map prepared from scanned images of drawings labelled: "Exhibit A Property map" obtained from VAOT dated 5/79 and revised 11/1/91, and "Airport Layout Plan" obtained from VAOT dated 2/27/92.

Revisions:	Drawn By:	App'd. By:	Date:

Designed By:	Date:
POM	4/2001
Drawn By:	Date:
PH	4/2001
Checked By:	Date:
POM	4/2001

UNAUTHORIZED ALTERATION OR REVISION OF THIS DRAWING IS A VIOLATION OF SECTION 7209 SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW

CHA	III WINNERS CIRCLE	ALBANY, NEW YORK
-----	--------------------	------------------

CHA CLOUGH, HARBOUR & ASSOCIATES LLP
ENGINEERS, SURVEYORS, PLANNERS & LANDSCAPE ARCHITECTS
12205

CHA Project No. 7608-54

VERMONT AGENCY OF TRANSPORTATION
DIVISION OF RAIL AND AVIATION

VAOT Airport Retainer Services
Contract: 0284037, Work Order: #1

Caledonia County State Airport
Lyndon, Vermont

AIRPORT PROPERTY MAP

SCALE: AS SHOWN DATE: APRIL 2001

Drawing No.

1

SHEET 1 OF 1

Attachment A2 - Current Leases

PRIVATE HANGAR LEASES										
Notes	Airport	Agmt No.	Start	Expires	Sq. Footage	Amount	Term	Renewals	REN/EXP	Date
RENEWAL ON HOLD	CDA	A00138-01	10-Jun-08	09-Jun-28	2000	\$297.87	Annually	5-yr	renew	09-Jun-18
	CDA	A21130-00	24-May-21	23-May-46	3224	\$451.36	Annually	5-yr	renew	08-Nov-20
	CDA	A01986-00	08-Feb-11	07-Feb-31	1800	\$267.85	Annually	5-yr	renew	07-Feb-21
	CDA	A21116-01	14-Aug-13	13-Aug-33	3120	\$467.38	Annually	2-yr	renew	13-Aug-23
	CDA	A21122-00	20-Sep-19	19-Sep-39	3111	\$435.58	Annually	5-yr	renew	19-Sep-24
	CDA	A00071-01	28-Sep-09	27-Sep-29	2000	\$364.00	Annually	5-yr	renew	27-Sep-24
	CDA	A00800-00	27-May-10	26-May-30	4200	\$588.00	Annually	5-yr	renew	26-May-25
	CDA	A01985-00	01-Nov-10	31-Oct-30	4200	\$588.00	Annually	5-yr	renew	31-Oct-25
	CDA	A00081-02	09-Nov-10	08-Nov-30	1800	\$252.00	Annually	5-yr	renew	08-Nov-25
	CDA	A21127-00	01-Dec-20	30-Nov-45	3000	\$420.00	Annually	5-yr	renew	30-Nov-25
	CDA	A21132-00	23-Jun-21	22-Jun-46	3575	\$500.50	Annually	5-yr	renew	22-Jun-26
	CDA	A21123-00	14-Oct-19	13-Oct-39	4020	\$562.80	Annually	5-yr	renew	13-Oct-24
	CDA	A00801-00	27-May-10	26-May-30	4200	\$588.00	Annually	5-yr	renew	5/26/2025

STATE HANGAR LEASES - year to year leases										
state hangar tenant	CDA	A21126-00	15-Aug-20	14-Aug-45	state	\$1,000.00	Annually		expires	15-Aug-23
state hangar tenant	CDA	A21128-00	01-Nov-20	31-Oct-45	state	\$100.00	Monthly		expires	31-Oct-23
state hangar tenant	CDA	A21131-00	1-May-2021	30-Apr-46	state	\$1,000.00	Annually		expires	30-Apr-24
state hangar tenant	CDA	A21133-00	01-May-23	30-Apr-48	state	\$1,000.00	Annually		expires	30-Apr-24

Caledonia County



Attachment B
Conveyance Requirements
May 24, 2023

Any such conveyance shall:

- (1) include assignment of the State's interest in easements, leases, licenses, and other agreements pertaining to the Airport and the acceptance of the State's obligations under such easements, leases, licenses, and other agreements that requires, at a minimum, that any leases and terms of leases that are in effect at the time of the conveyance of the Airport are fully honored for the balance of the lease term;
- (2) ensure that there are investments in the Airport to address current deficiencies and necessary repairs;
- (3) ensure that the Airport continues to be a public-use airport and that the public continues to have access to the Airport for general aviation uses in perpetuity, unless a change in use is approved by VTrans, VT Legislature and the Federal Aviation Administration;
- (4) ensure that the Airport continues to be identified as a public-use airport within the National Plan of Integrated Airport Systems, subject to federal determination;
- (5) include, if the Airport is conveyed through a purchase and sale agreement, a nine-month right of first refusal, running from the date that the owner of the Airport provides notice to the State of an intent to sell the Airport, for the State to repurchase the Airport at fair market value before the Airport is resold or transferred to a new owner; and
- (6) include, if the Airport is leased, that the lease cannot be either assigned or the lessor cannot sub-lease all or substantially all of the Airport without the written approval of the Vermont Secretary of Transportation.

The Agency shall not proceed with a sale or lease of the Airport unless:

- (1) there is a fair market value offer, as required under 19 V.S.A. § 10k(b) or 26a(a), that meets the requirements of the above section; and
- (2) the Town of Lyndon is given the opportunity to review and comment on the final purchase and sale agreement or lease as applicable.
- (3) Constitute specific prior approval, including of any sale or lease terms, by the General Assembly for purposes of 5 V.S.A. § 204.

A total deposit in the amount of **TEN PERCENT (10%)** of the purchase price will be required upon signing a Purchase and Sales Agreement with the State of Vermont. All deposits paid by the winning proposer will be credited against the purchase price. The deposit will be deposited into the appropriate State account upon receipt.

At closing, The State will only accept certified checks, cash and cashier's checks for the remaining balance of the purchase price.

Attachment D1
Sample Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

This agreement executed in duplicate, by and between The STATE OF VERMONT, (hereinafter referred to as SELLER), and ABC Corporation of Burlington, County of Chittenden and State of Vermont (with mailing address of 123 Main Street, Burlington, Vermont 05401), (hereinafter referred to as PURCHASER).

W I T N E S S E T H

WHEREAS, SELLER is the owner of certain land and premises located in Montpelier, Vermont; and

WHEREAS, SELLER wishes to sell, and PURCHASER wishes to purchase said property.

NOW THEREFORE, in consideration of the sum of \$36,500.00 paid as deposit (the sum of \$3,650.00 having been paid at the time of the bid and the sum of \$32,850.00 having been paid herewith) and in additional consideration of the covenants and conditions set forth herein, the parties hereto agree as follows:

- 1) The SELLER agrees to sell, and the PURCHASER agrees to purchase certain real property situated in Montpelier, Vermont, being more particularly described as "13 Baldwin" located at 13 Baldwin Street in the City of Montpelier being all and the same land and premises conveyed to the State of Vermont by Warranty Deed of Raymond J D'Alfonso and Michele H. D'Alfonso dated July 5, 1978 and of record in Book 155 at Pages 155-156 of the Land Records of the City of Montpelier.
- 2) Seller certifies as a condition precedent to this agreement that all requirements of 29 V.S.A. § 166(b) have been satisfied.
- 3) The conveyance shall be made subject to covenants running with the land for the benefit of the Vermont Division for Historic Preservation.
- 4) The property shall be conveyed in "as is" condition and subject to easements, rights of way and license agreements of record and shall be conveyed by quitclaim deed. Such Quitclaim Deed shall include all real property owned by the SELLER adjacent to "13 Baldwin" and shall include all rights reserved by the SELLER in any easement, license or right-of-way documents conveyed by the SELLER in other conveyances associated with said property, including but not limited to any right to relocate an easement area as set forth in prior easement and right-of-way agreements.
- 5) PURCHASER may assign its rights and obligations hereunder to an LLC or Corporation or individual prior to closing.
- 6) The total purchase price is Three Hundred Eighty Five Thousand and no/100 Dollars (385,000.00).
- 7) The deposit paid shall be credited to the purchase price upon closing. The balance of the purchase price is to be paid in full at closing.
- 8) All deposit money is to be held in escrow by SELLER.
- 9) Closing will be held on or before, but not later than, January 21, 2022.

- 10) Possession shall be given at closing.
- 11) In the event the land and premises are not transferred to the Purchaser as a result of Purchaser's failure to perform in accordance with the terms and provisions of this purchase and sale agreement, or as a result of the failure of any contingency that was the Purchaser's responsibility as set forth herein, the Seller shall have the right to pursue all legal and equitable remedies, including but not limited to retaining the deposit as liquidated damages.
 - a) SELLER shall leave the premises broom clean, free from all occupants, and shall remove all personal property not being sold hereunder, together with the personal property of all occupants. SELLER agrees to permit PURCHASER to inspect the premises within 24 hours prior to the date set for closing to ensure compliance with this provision.
 - b) Within 5 business days of execution of this agreement by both parties, SELLER will provide PURCHASER with all information SELLER has knowledge or possession of pertaining to accessibility, mold, health, asbestos, or other issues affecting the use of said property.
- 12) In the event that title to said property shall not prove marketable and SELLER shall not perfect, or be able to perfect, the same within a reasonable amount of time from this date, PURCHASER shall have the option of demanding and receiving back the deposit and be released from all obligations hereunder. It is understood and agreed that the title herein required to be furnished by the SELLER shall be marketable and that marketability and the effect of the existence of any encumbrances and title defects shall be determined in accordance with the Vermont Marketable Title Act (27 V.S.A. Section 601 et seq.) and Standards of Title of the Vermont Bar Association now in force to the extent applicable standards exist. It is also agreed that any and all defects in or encumbrances against the title which come within the scope of said Title Standards shall not constitute a lack of marketability and a valid objection on the part of the PURCHASER, if such Standards do not so provide; provided, the SELLER furnishes any affidavits or other instruments which may be required by the applicable Standards.
- 13) Evidence of title is to be in the form of a Quit Claim Deed free from all encumbrances, except those of record, to be furnished and paid for by the SELLER. PURCHASER shall pay any required Vermont Property Transfer Tax.
- 14) In the event the improvements on the premises should be materially damaged between this date and the closing, this agreement shall, at the PURCHASER'S election, immediately become null and void and the deposit shall be returned to the PURCHASER.
- 15) Municipal assessments shall be prorated as of the closing date.
- 16) The premises are not currently residential housing and therefore a Lead Paint Disclosure form is not required.
- 17) The PURCHASER shall pay all costs incident to searching the title.

IN WITNESS WHEREOF, the parties hereby execute this Purchase and Sale Agreement.

ABC CORPORATION (PURCHASER)

by: _____ JOHN H. DOE,
its President and Duly Authorized Agent

STATE OF VERMONT, _____ COUNTY, ss.

At _____, in said county and state, this ____ day of October, 2021,

DAVID G. FASSLER personally, appeared and acknowledged the foregoing instrument by him subscribed to be his free act and deed, and the free act and deed of COURT STREET ASSOCIATES.

Before me,

Notary Public State of Vermont
Commission Expires: _____
Commission #: _____

STATE OF VERMONT (SELLER)

by: _____ Jennifer M.V. Fitch,
Commissioner, Buildings and General Services

STATE OF VERMONT, _____ COUNTY, ss.

At _____, in said county and state, this ____ day of October, 2021, Jennifer M.V. Fitch personally appeared and acknowledged the foregoing instrument, by her subscribed, to be her free act and deed and the free act and deed of the STATE OF VERMONT.

Before me,

Notary Public State of Vermont
Commission Expires: _____
Commission #: _____

Attachment D2
Sample Lease Agreement

**VERMONT AGENCY OF TRANSPORTATION
GROUND AND EQUIPMENT LEASE AGREEMENT**

This lease is made and entered into by and between the State of Vermont, a sovereign state, acting through its Agency of Transportation, with its principal office at National Life Building, One National Life Drive, Montpelier, VT 05633-5001 which shall be called the “Lessor” in this agreement and the “Lessor” as indicated below:

Name: _____

Address: _____

Phone: _____

Email: _____

In consideration of the mutual terms and conditions contained in this agreement, the parties hereto do hereby agree as follows:

A. LEASED PREMISES

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following located at theXXX, VT (the “Airport”):

DEFINE PREMISES HERE

1. Terminal Building – XXX square feet
2. Hangar Building – XXXsquare feet
3. Fuel Farm Equipment

All the above premises are more particularly described in the attached Attachment A incorporated herein by reference.

PURPOSE

The Lessor intends to continue to encourage general aviation, commercial and industrial services in connection with and on the Airport. To this end, the Lessor intends to operate a full service fixed-base operation (“FBO”) and to further develop and operate certain aeronautical and industrial services for the benefit of the public users and the Airport.

B. RENT

1. Lessee shall pay rent to the Lessor for the leased premises in the amount of _____ per year
 - a. Terminal Building - \$
 - b. Hangar - \$

- c. Fuel Farm - \$
2. Annual rent payments shall be payable in advance and due on or before DATE of each year during the term of this lease. Lessor may assess interest on the overdue amount at the maximum legal interest rate allowed in Title 9 of Vermont Statutes Annotated Section 41a et seq., or successor statute.
 3. The Lessor and the Lessee agree that the rent due under this agreement may be increased by two percent (2%) per year. Prepaid rent shall not be adjustable and shall be considered rent paid in full for the period prepaid.
 4. Lessee shall pay the Lessor a fee of \$.15 per gallon of fuel pumped.
 5. Lessee shall be responsible for all utility services, charges and costs of installation and maintenance for Lessee owned facilities.
 6. Rent checks shall be made payable to "State of Vermont" and mailed/delivered to:
Vermont Agency of Transportation
Financial Operations Section
National Life Building
One National Life Drive
Montpelier, VT 05633-5001

The Lessor's Financial Operations Section will bill the Lessee directly approximately thirty (30) days prior to the payment due date unless otherwise directed in writing by Lessor. Regardless of whether a bill is sent by Lessor or not, rent shall be due and payable as specified in this agreement.

C. TERM

1. The initial term of this lease shall be for the period date from:
_____ to _____
2. The lease may be renewed for up to XXX additional XXX year terms by written notice at least six (6) months in advance, but not more than one year, prior to the expiration of the lease term, to the Lessor. It may be renewed for additional terms by the written agreement of both parties. Any renewal is contingent upon the Lessee remaining under an active contract for fixed-base operations and in full compliance with all the provisions of such contract.
3. The lease may be terminated by either party upon written notice given at least (XXX) days prior to termination. In the event of any termination of this ground lease or the personal services agreement for Fixed Base Operator Services, Lessee shall vacate the leased premises in an orderly manner, and shall deliver to Lessor all documents related to the maintenance and continued operation of the property. Upon termination from an event of default by Lessee, Lessor at anytime thereafter may re-enter and take possession of the leased premises by affording written notice to Lessee specifying such event of default and that this Agreement has terminated. Lessee hereby expressly waives, so far as permitted by law, the service of any notice of intention to enter or re-enter provided for in any statute, or of the institution of legal proceedings to that end, and Lessor hereby waives any and all rights of redemption or re-entry or repossession there may be under law which arises out of this Agreement and the enforcement of the provisions hereof by Lessor. The terms "enter", "re-enter", "entry", and "re-entry" as used in this Agreement are not restricted to their technical legal meanings.

4. All accrued obligations shall survive the termination of this Agreement. Further the indemnifications set forth in Section J of this agreement shall survive termination of this Agreement.

D. IMPROVEMENTS

1. Lessee has the right to use and maintain the structures and aviation-related improvements on the premises subject to the terms of this lease.
2. In the event Lessee undertakes any new construction that may be permitted under this lease, any hangars or improvements, including any modifications, must comply with the provisions of Vermont's Building Code, Vermont's Fire Code, Act 250, Storm water regulations, and other uniform codes and standards adopted by the State of Vermont and Town of XXX, as well as any applicable federal or state laws relating to airport structures. No hangar or permitted improvement may be erected or modified without a building permit having first been obtained by the Lessee and permission obtained from the Lessor. Permission shall not be unreasonably withheld.
3. Upon the termination of this lease, Lessee shall have the right to remove any improvements erected by the Lessee; provided, however, that the Lessee, upon such removal, shall leave the site clean and free of debris, litter, abandoned equipment and materials. The removal must be completed within (XXX) days from the date of termination. Lessor shall have the option, upon receipt of notice from the Lessee of the intention of the Lessee to remove the hangar or improvements, to purchase the hangar or improvements at a fair market value. Lessor shall exercise the option by written notice thereof within (XXX) days of the notice of intention to terminate.

E. RESTRICTIONS

1. The premises' use must be devoted exclusively to housing and maintaining aircraft and aviation-related equipment. Peripheral use for storage of other non-hazardous items is allowed. Lessee may not use the premises primarily for non-aviation related purposes.
2. Storage of fuel on premises is not allowed except in engine-driven equipment with regular built-in fuel tanks such as aircraft and automobiles, etc.
3. Users may self-fuel their own aircraft in the designated area away from the hangars. Fuel hauled to the airport for this purpose may not be kept inside the hangars. Aircraft are not allowed to be fueled inside the hangars.
4. No signs may be displayed on the exterior of any hangar or improvement, other than the hangar number, without the prior written consent of the Lessor. Such approval shall not be unreasonably withheld.

F. COMPLIANCE WITH APPLICABLE LAWS

Lessee shall at all times comply with all applicable federal, state, local laws, rules, ordinances, and regulations for the use of the hangar, airport facilities, and the airport including, but not limited to, those rules and regulations promulgated by the Federal Aviation Administration, the Minimum Standards For Commercial Aeronautical Activities on Vermont State-Owned Airports and the airport Master Plan adopted by the State for the

XXX State Airport. Any violation of any applicable federal, state, or local laws, rules, ordinances and regulations shall be deemed a violation of this lease.

Lessee shall engage at all times in reasonable and nondiscriminatory practices, including economic, as more particularly described in the Conditions 19.05 through 19.07 of the General Conditions for State-Owned Airports Limited Service Fixed-Base Operators incorporated herein (the "General Conditions"). Lessee shall include this provision in any subleases it enters into during the duration of this lease. Lessor shall have authority to correct unreasonable or discriminatory practices by Lessee or its sub-lessees should they occur.

Any violation due to Lessee behavior, action or inaction, resulting in fines and/or penalties shall be the responsibility of the Lessee no matter who the violation is cited against. Including but not limited to any violations resulting in fines from the Vermont Agency of Natural Resources related to the operations, inspections, documentation, etc. of the fuel farm.

G. LESSOR RESERVATIONS

1. Lessor reserves the exclusive right to develop or improve the airport or any portions thereof and take any necessary action or steps to protect the aerial approaches of the airport against obstructions including, but not limited to, height, building and use restrictions as to the premises leased hereunder if Lessor reasonably deems that the buildings and improvements or the use thereof by the Lessee constitutes an obstruction or danger to the safe operation of the airport.

H. DEFAULT

In the event the Lessee fails to pay any rental payments as required by the terms of this lease or in the event that the Lessee fails to comply with any other provision of this agreement, Lessor shall have the right, after (XXX) days notice to the Lessee of such default or failure to comply and upon the failure of the Lessee to cure the default, to terminate this agreement and to remove the Lessee from the premises. Upon such removal, the Lessor may retain possession of the premises and lease the same to other parties as it may, in its discretion, deem reasonable and necessary. Upon such termination, the Lessee agrees to peacefully vacate the premises and to remove Lessee improvements, and any equipment located therein within (XXX) days from the date of said termination. Upon the failure to remove structural improvements, or equipment within that time period, such hangar, improvements, or equipment shall revert to the Lessor or be removed by the Lessor at the Lessee's expense. Lessor retains its option to acquire the hangar and any improvements as provided in Paragraph D.

I. PROHIBITION AGAINST ASSIGNMENT

This lease may not be assigned nor sublet without the prior written consent of the Lessor. Said consent shall not be unreasonably withheld.

J. INDEMNIFICATION AND LIABILITY INSURANCE

1. Lessee shall indemnify and hold the Lessor harmless from any and all damages incurred by any person or property of the Lessee and to protect and save harmless the Lessor from any liability or expenses of defense or otherwise by reason of any injury to person or property upon the premises during the term of this lease including reasonable attorney’s fees and cost. Insurance coverage requirements are found under Condition V of the General Conditions.

K. SUBORDINATION

This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the airport if such agreement is required as a condition precedent to the obtaining or expenditure of federal funds for the development and use of the airport.

L. CONSTRUCTION PERFORMANCE

If Lessee is building a hangar, Lessee agrees to obtain a building permit within (XXX) days from the date Lessee signs this agreement. It is also agreed that building will commence within (XXX) days from the Lessee signing this agreement. An extension on the building of the hangar may be made to the Lessor in writing if more than (XXX) days is required. The hangar must be completed within (XXX) days of commencement. The Lessee is responsible for securing the construction site to assure that it is safe for tenants and visitors, and does not obstruct or interfere with business activities at the airport.

M. NOTICES

Any notice or other communication connected with this lease shall be deemed to have been given when made in writing and mailed to the parties, by registered or certified mail with the United States Postal Service, at their addresses as set forth below or at such other address as may hereafter be designated by notice:

Lessor: Vermont Agency of Transportation
Division of Policy, Planning and Intermodal Development
Property Management Section
One National Life Drive
Montpelier, VT 05633

With Copy to: Assitant Attorney General
Vermont Agency of Transportation
One National Life Drive
Montpelier, VT 05633

Lessee: XXXXXXXXXXXX

N. GENERAL CONDITIONS

The Lessor’s “General Conditions for State-Owned Airprts, Fixed Base Operators (FBOs), July 1, 2009” are attached hereto and incorporated herin by reference. In the event of a conflict between this Agreement and such General Conditions, this Agreement will control.

IN WITNESS WHEREOF, the State of Vermont has caused its name to be subscribed, this ____ day of _____, 20____, by Joe Flynn, its Secretary of Transportation and duly authorized agent.

STATE OF VERMONT
AGENCY OF TRANSPORTATION
(LESSOR)

By: _____

Joe Flynn, Its Secretary of
Transportation and Duly Authorized Agent

STATE OF VERMONT

WASHINGTON COUNTY, ss.

At Berlin this ____ day of _____, 20____, personally appeared Joe Flynn, Secretary of Transportation for the State of Vermont, and acknowledged the foregoing instrument by him/her executed to be his/her free act and deed, and the free act and deed of the State of Vermont.

Before me,

Notary Public

IN WITNESS WHEREOF, _____ has caused its name to be subscribed, by _____, its (Title)____, its duly authorized agent, at the _____ of _____, in the County of _____ and State of _____ this _____ day of _____, 20____.

(LESSEE)

By: _____, (Title)

STATE OF _____

_____ COUNTY, ss.

At _____, this _____ day of _____, 20____, personally appeared _____ and acknowledged the foregoing instrument by him/her executed to be his/her free act and deed and the free act and deed of _____.

Before me,

Notary Public

APPROVED AS TO FORM:

DATED: _____

ASSISTANT ATTORNEY GENERAL

Assurance Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement

as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Assurance Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. § 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), (“...*which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*”);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*), as implemented by 49 C.F.R. § 25.1 *et seq.*

STATE OF VERMONT
AGENCY OF TRANSPORTATION
DEBARMENT AND NON-COLLUSION CERTIFICATION

I, _____, representing
(Official Authorized to Sign Contracts)

_____ of _____,
(Individual, Partnership or Corporation) (City or State)

hereby certify under the penalties of perjury under the laws of the State of Vermont and the United States that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid for the Vermont project:

(Project Name)

_____ project located on _____,
(Project Number) (Route or Highway)

bids opened at _____,
(Town or City)

Vermont on _____.
(Date)

I further certify under the penalties of perjury under the laws of the State of Vermont and the United States that except as noted below said individual, partnership or corporation or any person associated therewith in any capacity is not currently, and has not been within the past three (3) years, suspended, debarred, voluntarily excluded or determined ineligible by any Federal or State Agency; does not have a proposed suspension, debarment, voluntary exclusion or ineligibility determination pending; and has not been indicted, convicted, or had a civil judgement rendered against (it, him, her, them) by a court having jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions: _____ No _____ Yes. (If yes complete second page of this form.)

(Name of Individual, Partnership or Corporation)

(Signature of Official Authorized to Sign Contracts)

(Name of Individual Signing Affidavit)

(Title of Individual Signing Affidavit)

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. **For any exception noted, indicate below to whom it applies, initiating agency, and dates of action.** Providing false information may result in criminal prosecution or administration sanctions.

EXCEPTIONS:

PAST PERFORMANCE & REFERENCE FORM

Contractor:

Provide a summary of three (3) recent projects you provided services for that are in line with the Scope of Work for this RFP. Include any special circumstances that required creative approaches or dispute resolution. Each project must include a reference with contact information.

PROJECT 1

Company Name:

Contact Name:

E-mail:

Phone:

PAST PERFORMANCE & REFERENCE FORM

Contractor:

Provide a summary of three (3) recent projects you provided services for that are in line with the Scope of Work for this RFP. Include any special circumstances that required creative approaches or dispute resolution. Each project must include a reference with contact information.

PROJECT 2

Company Name:

Contact Name:

Phone:

E-mail:

PAST PERFORMANCE & REFERENCE FORM

Contractor:

Provide a summary of three (3) recent projects you provided services for that are in line with the Scope of Work for this RFP. Include any special circumstances that required creative approaches or dispute resolution. Each project must include a reference with contact information.

PROJECT 3

Company Name:

Contact Name:

Phone:

E-mail:

**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.

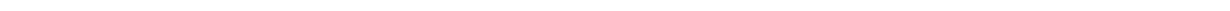
3. Please Check all that apply (continued):

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: