

September 6, 2022

Request for Proposals (RFP): **Fixed Base Operators for**

- **Edward F. Knapp State Airport (MPV) Berlin Vermont**
- **Morrisville-Stowe State Airport (MVL) Route 100, Morrisville Vermont**

The Vermont Agency of Transportation (VTrans), Policy, Planning & Intermodal Development, Rail and Aviation Bureau releases this Request for Proposals (RFP) for a Fixed Base Operator (FBO) at the Edward F. Knapp State Airport and a Fixed Base Operator (FBO) for the Morrisville-Stowe State Airport. In order to operate as an FBO the selected Proposer will be required to enter into two agreements with VTrans, 1) a Lease of certain airport facilities, substantially in the form attached; and, 2) a Contract for Services. The provisions of the lease will require the FBO to make payments to VTrans, in consideration of the ability to operate and collect revenues as spelled out in the lease documents. The provisions of the Contract for Services establish the terms and conditions for the provision of FBO services. No payment will be made by VTrans to the selected FBO under the terms of the Contract for Services. Interested Proposers may submit proposals for one or both of the Airport Locations.

This RFP will result in a single award per airport, with resulting lease and services agreements for each.

All work will be accomplished in accordance with the following:

- Scopes of Work (SOW) both dated April 5, 2022;
- Attachment C: Standard State Provisions for Contracts and Grants dated December 15, 2017
- 2020 General Terms and Conditions for Contracts and Services

all of which are attached hereto, in addition to all applicable local, state and federal regulations.

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](mailto:doreen.carminati@vermont.gov). All such questions and requests shall be received **no later than 2:00 p.m. on Tuesday, October 4, 2022**. 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 **not** be a mandatory or optional pre-bid meeting.

**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 Per Airport Anticipated:** VTrans intends to select one (1) Contractor per Airport to perform these services under a contract. VTrans will enter into a FBO contract with an initial term of two (2) years with the option of extending for six (6) additional one (1) year periods. This contract term will coincide with the lease agreement.

**Maximum Amount.** There is no financial obligation under the Contracts for Services Agreements. The financial obligation will be captured in the Lease Agreement for each Airport.

No work may be performed after the expiration date plus exercised extensions of the applicable Contract. In exceptional circumstances where it might be mutually desired to have work extend beyond the term of a Contract, written authorization will be needed, overseen by VTrans' Contract Administration, and authorized by the Secretary of Transportation, the Agency's Chief Financial Officer, other State Representatives as required and Federal oversight agencies as required. A formal amendment will be required for any such extension.

**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 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 FBO Services 2022**”. 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\_FBO\_Services\_2022\_AirportName** (either Knapp or Morrisville)
- CostProposal\_ABConsulting\_AviationFuelSystemsServices2020 (*if applicable*)
- FinancialInformation\_ABConsulting\_AviationFuelSystemsServices2020 (*if applicable*) 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 **Tuesday, November 1, 2022.**

## **Technical Proposal Format and Content**

**This statement will need to be revised as electronic submittals will be done in E-Pro, instead of delivery of hard copies and a thumb drive.**

The proposal shall not exceed twenty (20) single sided or ten (10) double 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 twenty (20) 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 perform the services described in the RFP and their proposal response. **This section counts toward the twenty (20) page limit.**

B. **Intended Scope of Activities.**

A. **Services.** Provide a detailed description of the scope of the intended services and the means and methods to be employed to accomplish the contemplated services in accordance with the Minimum Standards for Commercial Aeronautical Activities on Vermont State Airports, 2018, (hereinafter "Minimum Standards.")

B. **Facilities.** Describe which of the facilities or portions of facilities listed below the Proposer intends to lease in order to provide the FBO services:

### Edward F. Knapp State Airport (MPV) Berlin Vermont

- **Terminal**

The Terminal is a single-story structure containing approximately 4,680 square feet. 782 square feet are leased to a local business, 741 square feet are leased to the FAA and the balance is available for FBO use. This space includes office space, classroom space and public-use amenities within the terminal includes a pilot lounge, and restrooms.

- **Aircraft Hangar**

The Aircraft Maintenance Hangar contains 5369 square feet (59x91) and is located south of the terminal building.

- **Jet-A & 100LL Fuel Facilities**

Conditional use of the existing 10,000-gallon Jet-A and 10,000-gallon 100LL fuel facility.

- **Aircraft Tie-Downs**

Conditional use of **up to** 27 tie-down spaces for the short and long-term parking of aircraft on the apron northeast of the terminal.

### Morrisville-Stowe State Airport (MVL) Route 100, Morrisville Vermont

- **Terminal**

The Terminal is a single-story structure containing approximately 2,000 square feet. This space includes office space and public-use amenities within the terminal includes a lobby, and restrooms

## **Aircraft Hangar**

The Aircraft Maintenance Hangar contains 6,400 square feet (80 X 80 feet) and is located north of the terminal building.

- **Jet-A & 100LL Fuel Facilities**

Conditional use of the existing 5,000-gallon Jet-A and 5,000-gallon 100LL fuel facility which is being constructed Summer, 2022.

- **Aircraft Tie-Downs**

Conditional use of **up to** 11 tie-down spaces for the short and long-term parking of aircraft on the apron northeast of the terminal.

**C. Technical Capability/Approach.** In this section the proposer must explain the proposer's understanding of VTrans' intent, objectives, and how the proposer proposes to achieve those objectives. The proposer must discuss the proposer's experience, capabilities and plan for providing the described services, including any proposed approach to project management, strategies, tools and safeguards for ensuring performance of all required services, and any additional factors for VTrans' consideration. A detailed description of how the Proposer will meet or exceed the minimum qualifications for the selected services as listed in items A-G of the Minimum Standards, detailing the Proposer's personnel, experience and other resources. **This section counts toward the twenty (20) page limit.**

**D. Business and Management Structure.** Provide a description of the bidding organization's size, background, and structure, and a list by name and title of management personnel. Indicate which management personnel will be responsible for the delivery of services under the contract and a description of how the organization's resources will be applied. This section should provide clear information as to the lines of communication and how the Business ensures Quality Control & Quality Assurance. Include information as to how Local, Regional and National Offices will coordinate to provide successful services. **This section counts toward the twenty (20) page limit.**

**E. 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 twenty (20) page limit.**

**F. Financial Responsibility.** The Proposer must provide a statement in evidence of financial responsibility, from a bank or trust company doing business in the State of Vermont or from such other source that may be acceptable to the Agency and readily verified through normal banking channels. The Proposer must also demonstrate financial capability to initiate and maintain operations and for the construction of improvements and appurtenances that may be required. This statement must include a *Pro forma* Financial Statement which is a projection of first-year operating income and expense, prepared in accordance with commonly accepted accounting practices. **This section DOES NOT count toward the twenty (20) page limit.**

- G. **Key Personnel.** Identify the name and title of all personnel who will be assigned to provide professional services under this contract. Indicate any certifications or special licensing the individual holds that is pertinent. Include up to two-page resumes for each individual. **This section DOES NOT count toward the twenty (20) page limit.**

**NOTE:** The key personnel identified in the proposal are considered by VTrans to be essential to the work being performed under the contract. Prior to diverting any of the specified individuals into other programs, the Contractor shall notify VTrans in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made without VTrans' written consent.

- H. **Past Performance.** Provide at least three (3) projects that detail past performance. The projects must be completed in the past five years or currently in process which are of similar size, scope, complexity and contract type or otherwise relevant to the work 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 twenty (20) page limit.**

**Required Certifications/Documents** *Sections 1-6 DOES NOT count toward the twenty (20) page limit.*  
*Section 7 counts toward the twenty (20) 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. **Contractor's EEO Certification** - Form CA-109: The certification is required by the Equal Employment Opportunity regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by Contractors and proposed sub-contractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause.
3. **Worker Classification Compliance Requirements (Self Reporting and Sub-Contractor Reporting)** – The form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.
4. **Executive Order 02-22 Vendor Certification** – The form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

5. **Contractor and Sub-Contractor Information Form** – The form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.
6. **Climate Change Certification Form** – Executive Order 05-16: Climate Change Consideration in State Procurement Certification. Fillable PDF provided.
7. **Past Performance and Reference Forms** – fillable PDF provided

## **Evaluation of Proposals**

VTrans will award a contract in the best interest of the State. The selection will be a Best Value selection.

The selection panel is comprised of VTrans employees from varying Departments and Bureaus and in some cases external Stakeholders. 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 twice (2x) 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 VTrans' needs. Specifically, the proposal demonstrates:
- The Proposer clearly has the capability and experience to carry out the proposed services in accordance with the Minimum Standards.

### **2. Business and Management Structure**

- The proposal clearly demonstrates a sound organizational structure and management approach which indicate positive business ethics, clear lines of communication between the proposer's team and VTrans, active and continuing participation of senior executives, a focus on quality assurance and partnering.
- The proposal clearly demonstrates that the proposer has the resources and managerial capability to provide the required services in a timely, cost-effective manner.
- The Proposer has demonstrated financial responsibility and resources adequate to carry out the proposed services.

### **3. Key Personnel**

- Proposer's proposed key personnel are sufficient in number, experience, and skill level, to provide high-quality professional services in a timely and cost-effective manner.
- Demonstrates commitment of key personnel to tasks/assignments.

**4. Past Performance (This section will be evaluated and rated at twice (2x) 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 of work under this contract. In conducting the past performance assessment VTrans may use data obtained by references provided and any other source.
- The Proposer has a history of positive performance in providing the same or similar FBO services. In addition to the information provided by the Proposer, VTrans may consider any information in its possession regarding past performance on VTrans contracts. VTrans reserves the right to discuss the Proposer’s past performance with any VTrans employee who has had experience with the Proposer.

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

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. Bidders must complete the Climate Change Considerations in State Procurements Certification, which is included in the Certificate of Compliance for this RFP.

**6. Vermont Preference.**

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

**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  $8+4+4+8 = 24$**

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



The Contractor 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](http://www.vtsosonline.com/online) . VTrans will not process the contract until the Contractor is registered with the Secretary of State's office.

The Contractor 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 Contractor to maintain current certificates of insurance on file with the State through the term of the contract.

**Worker's Compensation:** With respect to all operations performed, the Contractor 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 Contractor shall sign the contract documents and return them to the Agency's Office of Contract Administration within fifteen (15) calendar days from the date of receipt. No contract shall be considered effective until it has been fully signed by all of the 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: Scopes of Work (SOW) both dated April 5, 2022
  - Appendix A – Airfield Inspection Form
  - Appendix B – VTrans Fueling Manual
  - Appendix C – State Run FBO Revenue Report
- Attachment B: Minimum Standards for Commercial Aeronautical Activities on Vermont State Airports, 9/2018
- Attachment C: Standard State Provisions for Contracts and Grants dated December 15, 2017
- Attachment D: *N/A – Left Intentionally Blank*
- Attachment E: *N/A – Left Intentionally Blank*
- Attachment F: 2020 General Terms and Conditions for Contracts and Services
- Attachment G: *N/A – Left Intentionally Blank*
- Attachment H: *N/A – Left Intentionally Blank*
- Attachment I: Title VI Assurances – DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) – Assurance Appendix A and Assurance Appendix E
- Attachment J: *N/A – Left Intentionally Blank*
- Attachment K: *N/A – Left Intentionally Blank*
- Attachment L: Debarment and Non-Collusion Affidavit (Form CA-91)
- Attachment M: Contractor’s EEO Certification (Form CA-109)
- Attachment N: Worker Classification Compliance Requirements (Self-Reporting and Subcontractor Reporting)
- Attachment O: Executive Order 02-22 Vendor Certification
- Attachment P: Past Performance and Reference Forms
- Attachment Q: Contractor and Sub-Contractor Information Form
- Attachment R: *N/A – Left Intentionally Blank*
- Attachment S: Executive Order 05-16: Climate Change Considerations in State Procurement Certification

## **SCOPE OF WORK**

### **Fixed-Based Operator**

Edward F. Knapp State Airport (MPV), located in Berlin, Vermont

April 5, 2022

#### **Airport Description**

Edward F. Knapp State Airport, (hereinafter referred to by airport code KMPV, is situated on 259 acres in the Town of Berlin (population 5,434) in Washington County (population 25,945), centrally located between Montpelier and Barre. The airport is located on Airport Road off Vermont Route 62.

MPV is categorized as a general aviation (local service) airport with approximately 10,500 annual operations and approximately 51 based aircraft. Airside facilities include Runway 17-35, a 5002 foot by 100 foot asphalt runway and Runway 5-23, a 3,000 foot x 75 foot asphalt runway. Runway 17-35 is equipped with a Precision Approach Path Indicator (PAPI) and MALSR. MPV has two published instrument approaches to Runway 17 and one for Runway 35. The airport also maintains an Automated Weather Observing System (AWOS) to provide weather information at MPV. The Airport Layout Plan for MPV is attached as Appendix I.

Fueling facilities at MPV includes 10,000-gallon tank providing 100 Low Lead (100LL/Avgas) and 10,000-gallon tank providing Jet A fuel. The fueling facilities incorporate a self-service fueling system and fuel will be available to aircraft operators 24 hours per day, 7 days per week. Fuel flows at MPV have varied over the past several years, however, the airport has historically sold approximately 18,800 gallons of 100LL fuel and 48,000 gallons of Jet-A fuel on an annual basis.

#### **Fixed Base Operator (FBO) General Responsibilities**

- The FBO is expected to ensure the efficient, proper and safe operation of the airport, consistent with applicable Federal, State, and local laws.
- The FBO must continuously strive to promote increased air traffic and regular use of the Airport, both for general aviation and commercial entities, and promote the implementation of the State Aviation Systems Plan
- The FBO shall at all times take such action as may be necessary for the handling, policing, protection and safeguarding of the public while present at the airport and to regulate vehicular and pedestrian traffic on the airport.
- The FBO may suspend or restrict any or all operations without regard to weather conditions whenever such action is deemed necessary in the interest of safety and security, subject to review of such action by the State the FBO will enforce Airport Rules and Regulations in an equal and fair manner. The FBO will report to the Federal Aviation Administration (FAA) at (866) 432-2622 and to Rail and Aviation Bureau Director, (802) 279-2647, any maintenance issues that regard FAA-owned property and equipment.
- The FBO shall report any maintenance issues regarding State-owned property and equipment including runways, taxiways, lighting and ramp areas shall be reported to the Aviation Operations Manager at (802)525-5586.
- The FBO and its staff will conduct themselves in a respectful, helpful and friendly manner toward the Public, the State, and members of the media when performing daily tasks at the Airport.
- FBO and its staff shall also positively promote the State Airport and services provided including hosting events.

- The FBO shall maintain the terminal area and restrooms in a clean and sanitary manner, clearing terminal access walkways of snow, and sanding if necessary (if applicable).
- The FBO shall post a schedule of fees and rates clearly visible to the Public.
- The FBO shall maintain a professional working relationship with law enforcement, Civil Air Patrol (CAP) and Emergency Services.
- The FBO will conduct ramp checks where necessary for any Emergency Locator Transmitter (ELT) search and rescue or missing aircraft missions.
- The FBO will coordinate with local fire department for any emergency fire hazard or hazardous material response.
- The FBO will coordinate a yearly emergency preparedness workshop for local emergency response agencies and notify State Airport Operations Manager of the workshop.
- The FBO shall conduct and document daily wildlife control in accordance with the Vermont Aeronautics Wildlife Management Plan. The FBO will report wildlife hazards, where necessary to the State Aviation Operations Manager. The FBO will coordinate with VTrans and utilize USDA as necessary. Notify State if the need to depredate wildlife arises
- The FBO shall conduct Daily Runway, Taxiway and Ramp Inspections, and Weekly Night Inspections to keep these areas clear of Foreign Object Debris (FOD) when VTrans employee is not onsite. Actively search for and remove FOD when found. Inspections will be documented on the Airport Inspection Form. The Airport Inspection Form will be emailed weekly to the appropriate Aviation Operations Specialist when inspections are done.
- The FBO shall report to the Aviation Operations Manager and Flight Services, via Notice to Airmen (NOTAM), malfunctions or outages of any airport lighting systems.
- The FBO shall report to Flight Services runway conditions and any other reportable condition, as it relates to safety of flight, via NOTAM.
- The FBO shall operate the ground to air radio to provide runway condition reports for incoming aircraft, when requested.
- The FBO shall document complaints, resolve if possible, forward reports and provide copies of any relevant correspondence to the State Aviation Operations Manager at 802-272-3574.
- The FBO shall report *ALL* accidents and incidents to VTrans in accordance with 5 V.S.A. § 476. The FBO shall notify the Aviation Operations Manager and FAA immediately of any aircraft accident or incident on the airfield. The 24-hour FAA contact number for the FAA New England Region Operations Center is (404) 315-5156. FBO shall follow up by reporting on State- provided forms.
- The FBO shall ensure Airport security with regard to the airfield, State-owned buildings, hangars and fuel farm. FBO shall restrict unauthorized vehicular traffic and persons on airport property by keeping gates locked, monitoring fence lines and reporting broken security features to the State Airport Operations Manager.

### **The Fixed-Base Operator Services**

The Fixed-Base Operator will provide services at the airport as described below.

### **FUEL FARM**

The FBO will manage the fuel farm including Fuel tests and inspections required to be conducted in accordance with the State Fueling Manual upon delivery, daily, weekly and monthly. Fuel Testing will be conducted for, but not limited to, quality and contamination. Any fines, fees or penalties assessed because of the FBO's failure to comply with the required testing and inspections will be the responsibility of the FBO.

The FBO shall ensure fuel farm safety and operation in accordance with the State Fueling Manual, including documentation of inspections as required by VTrans, the Vermont Agency of Natural Resources (ANR), and the fuel supplier.

The FBO shall report annually to the Rail and Aviation Bureau Director the number of gallons of AVGAS (100LL) & JetA sold during the calendar year. with annual average price paid by the customers.

### **Governing Authorities**

All activities of the FBO will be conducted in accordance with:

- All applicable Local, State, Federal laws and regulations;
- The contract and attachments
- The Minimum Standards
- The Lease
- The General Conditions
- VTrans Airport Fueling Manual 2001

### **Appendices**

- Appendix A – Airfield Inspection Form
- Appendix B – VTrans Fueling Manual 2001
- Appendix C – State Run FBO Revenue Report

### **Links**

- Wildlife log link  
<https://docs.google.com/forms/d/1RVFAvVX5DDJBT5hlQiep-wjiQ23yhj5Zu5GB3Rk2ZaM/edit?usp=sharing>
- State-provided forms to Report *ALL* Accidents and Incidents  
<http://vtrans.vermont.gov/aviation/safety/reporting>
- Vermont Statutes > Title 5 > Chapter 13 > Subchapter 3 – Accidents and Liability for Injury  
[https://www.lawserver.com/law/state/vermont/vt-statutes/vermont\\_statutes\\_title\\_5\\_chapter\\_13\\_subchapter\\_3](https://www.lawserver.com/law/state/vermont/vt-statutes/vermont_statutes_title_5_chapter_13_subchapter_3)
- To Report Hazardous Material stored on site through Tier II Inspection Reporting requirements  
<https://www.epa.gov/epcra/tier-ii-forms-and-instructions>
- FAA-Certified Instructor Flight Instruction  
[https://www.faa.gov/training\\_testing/testing/test\\_standards/media/atp\\_pts.pdf](https://www.faa.gov/training_testing/testing/test_standards/media/atp_pts.pdf)
- PART 61—CERTIFICATION: PILOTS, FLIGHT INSTRUCTORS, AND GROUND INSTRUCTORS  
[http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&sid=40760189a03dfea0b501608f33820a45&rgn=div5&view=text&node=14:2.0.1.1.2&idn\\_o=14](http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&sid=40760189a03dfea0b501608f33820a45&rgn=div5&view=text&node=14:2.0.1.1.2&idn_o=14)

## **SCOPE OF WORK**

### **Fixed-Based Operator**

Morrisville - Stowe State Airport (MVL), located in Morrisville, Vermont

April 5, 2022

#### **Airport Description**

Morrisville-Stowe State Airport, (hereinafter referred to by airport code KMVL, is situated on 112 acres in the Town of Morrystown (population 5,434) in Lamoille County (population 25,945), north of Stowe, 2 miles south of Morrisville. The airport is located off Vermont Route 100.

MVL is categorized as a general aviation (local service) airport with approximately 5,000 annual operations and approximately 29 based aircraft. Airside facilities include Runway 1-19, a 4200 foot by 75-foot asphalt runway. Runway 1-19 is equipped with a Precision Approach Path Indicator (PAPI) and Runway End Indicator Lights (REILs). MVL has two published non-precision instrument approaches to Runway 19. The FAA also maintains an Automated Surface Observing System (ASOS) to provide weather information at MVL. The Airport Layout Plan for MVL is attached as Appendix I.

Fueling facilities at MVL will include two 5,000-gallon tanks providing Jet-A fuel and 100 Low Lead (100LL/Avgas) fuel. The fueling facilities incorporate a self-service fueling system and fuel will be available to aircraft operators 24 hours per day, 7 days per week. Fuel flows at MVL have varied over the past several years, however, the airport has historically sold approximately 12,000 gallons of 100LL fuel and 19,000 gallons of Jet-A fuel on an annual basis.

#### **Fixed Base Operator (FBO) General Responsibilities**

- The FBO is expected to ensure the efficient, proper and safe operation of the airport, consistent with applicable Federal, State, and local laws.
- The FBO must continuously strive to promote increased air traffic and regular use of the Airport, both for general aviation and commercial entities, and promote the implementation of the State Aviation Systems Plan
- The FBO shall at all times take such action as may be necessary for the handling, policing, protection and safeguarding of the public while present at the airport and to regulate vehicular and pedestrian traffic on the airport.
- The FBO may suspend or restrict any or all operations without regard to weather conditions whenever such action is deemed necessary in the interest of safety and security, subject to review of such action by the State the FBO will enforce Airport Rules and Regulations in an equal and fair manner. The FBO will report to the Federal Aviation Administration (FAA) at (866) 432-2622 and to Rail and Aviation Bureau Director, (802) 279-2647, any maintenance issues that regard FAA-owned property and equipment.
- The FBO shall report any maintenance issues regarding State-owned property and equipment including runways, taxiways, lighting and ramp areas shall be reported to the Aviation Operations Manager at (802)525-5586.
- The FBO and its staff will conduct themselves in a respectful, helpful and friendly manner toward the Public, the State, and members of the media when performing daily tasks at the Airport.

- FBO and its staff shall also positively promote the State Airport and services provided including hosting events.
- The FBO shall maintain the terminal area and restrooms in a clean and sanitary manner, clearing terminal access walkways of snow, and sanding if necessary (if applicable).
- The FBO shall post a schedule of fees and rates clearly visible to the Public.
- The FBO shall maintain a professional working relationship with law enforcement, Civil Air Patrol (CAP) and Emergency Services.
- The FBO will conduct ramp checks where necessary for any Emergency Locator Transmitter (ELT) search and rescue or missing aircraft missions.
- The FBO will coordinate with local fire department for any emergency fire hazard or hazardous material response.
- The FBO will coordinate a yearly emergency preparedness workshop for local emergency response agencies and notify State Airport Operations Manager of the workshop.
- The FBO shall conduct and document daily wildlife control in accordance with the Vermont Aeronautics Wildlife Management Plan. The FBO will report wildlife hazards, where necessary to the State Aviation Operations Manager. The FBO will coordinate with VTrans and utilize USDA as necessary. Notify State if the need to depredate wildlife arises
- The FBO shall conduct Daily Runway, Taxiway and Ramp Inspections, and Weekly Night Inspections to keep these areas clear of Foreign Object Debris (FOD) when VTrans employee is not onsite. Actively search for and remove FOD when found. Inspections will be documented on the Airport Inspection Form. The Airport Inspection Form will be emailed weekly to the appropriate Aviation Operations Specialist when inspections are done.
- The FBO shall report to the Aviation Operations Manager and Flight Services, via Notice to Airmen (NOTAM), malfunctions or outages of any airport lighting systems.
- The FBO shall report to Flight Services runway conditions and any other reportable condition, as it relates to safety of flight, via NOTAM.
- The FBO shall operate the ground to air radio to provide runway condition reports for incoming aircraft, when requested.
- The FBO shall document complaints, resolve if possible, forward reports and provide copies of any relevant correspondence to the State Aviation Operations Manager at 802-272-3574.
- The FBO shall report *ALL* accidents and incidents to VTrans in accordance with 5 V.S.A. § 476. The FBO shall notify the Aviation Operations Manager and FAA immediately of any aircraft accident or incident on the airfield. The 24-hour FAA contact number for the FAA New England Region Operations Center is (404) 315-5156. FBO shall follow up by reporting on State- provided forms.
- The FBO shall ensure Airport security with regard to the airfield, State-owned buildings, hangars and fuel farm. FBO shall restrict unauthorized vehicular traffic and persons on airport property by keeping gates locked, monitoring fence lines and reporting broken security features to the State Airport Operations Manager.

### **The Fixed-Base Operator Services**

The Fixed-Base Operator will provide services at the airport as described below.

### **FUEL FARM**

The FBO will manage the fuel farm including Fuel tests and inspections required to be conducted in accordance with the State Fueling Manual upon delivery, daily, weekly and monthly. Fuel Testing will be conducted for, but not limited to, quality and contamination. Any fines, fees or penalties assessed because of the FBO's failure to comply with the required testing and inspections will be the responsibility of the FBO.

The FBO shall ensure fuel farm safety and operation in accordance with the State Fueling Manual, including documentation of inspections as required by VTrans, the Vermont Agency of Natural Resources (ANR), and the fuel supplier.

The FBO shall report annually to the Rail and Aviation Bureau Director the number of gallons of AVGAS (100LL) & JetA sold during the calendar year. with annual average price paid by the customers.

### **Governing Authorities**

All activities of the FBO will be conducted in accordance with:

- All applicable Local, State, Federal laws and regulations;
- The contract and attachments
- The Minimum Standards
- The Lease
- The General Conditions
- VTrans Airport Fueling Manual 2001

### **Appendices**

- Appendix A – Airfield Inspection Form
- Appendix B – VTrans Fueling Manual 2001
- Appendix C – State Run FBO Revenue Report

### **Links**

- Wildlife log link  
<https://docs.google.com/forms/d/1RVFAvVX5DDJBT5hlQiep-wjiQ23yhj5Zu5GB3Rk2ZaM/edit?usp=sharing>
- State-provided forms to Report *ALL* Accidents and Incidents  
<http://vtrans.vermont.gov/aviation/safety/reporting>
- Vermont Statutes > Title 5 > Chapter 13 > Subchapter 3 – Accidents and Liability for Injury  
[https://www.lawserver.com/law/state/vermont/vt-statutes/vermont\\_statutes\\_title\\_5\\_chapter\\_13\\_subchapter\\_3](https://www.lawserver.com/law/state/vermont/vt-statutes/vermont_statutes_title_5_chapter_13_subchapter_3)
- To Report Hazardous Material stored on site through Tier II Inspection Reporting requirements  
<https://www.epa.gov/epcra/tier-ii-forms-and-instructions>
- FAA-Certified Instructor Flight Instruction  
[https://www.faa.gov/training\\_testing/testing/test\\_standards/media/atp\\_pts.pdf](https://www.faa.gov/training_testing/testing/test_standards/media/atp_pts.pdf)
- PART 61—CERTIFICATION: PILOTS, FLIGHT INSTRUCTORS, AND GROUND INSTRUCTORS  
[http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&sid=40760189a03dfea0b501608f33820a45&rgn=div5&view=text&node=14:2.0.1.1.2&idn\\_o=14](http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&sid=40760189a03dfea0b501608f33820a45&rgn=div5&view=text&node=14:2.0.1.1.2&idn_o=14)



# SAMPLE

Agreement # 000000-00

LEASE AND OPERATING AGREEMENT  
BETWEEN  
THE STATE OF VERMONT  
AND  
**FBO NAME HERE**

**THIS LEASE AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the State of Vermont, a sovereign state, acting through its Agency of Transportation, with its principal office at 219 North Main Street, Barre, Vermont, 05641 (“STATE”) and **FBO Name here**, a domestic limited liability with its mailing address at **FBO address here** (“TENANT”).

**WITNESSETH:**

**WHEREAS**, STATE owns land and appurtenances in the Town of **xxxxxxx**, County of **xxxxxxx**, and State of Vermont, known as the **State** Airport (the “Airport”); and

**WHEREAS**, it is the intent of STATE to continue to encourage general aviation, commercial and industrial services in connection with and on the Airport;

**NOW, THEREFORE**, the parties, intending to be legally bound, agree as follows:

**ARTICLE I - DESCRIPTION OF PREMISES**

1.1. STATE hereby leases to TENANT, and TENANT hereby leases from STATE, the following described premises (collectively the “Leased Premises” or “Premises”), to wit:

- A. Terminal Spaces.
- B. Maintenance hangar usage. **If available**.
- C. Storage hangar usage. **If available**
- D. Tie Downs. Exclusive use of **##** aircraft tie downs. Location of tie downs is shown on “**Exhibit A**,” attached and incorporated herein by reference.

1.2. The use of State Airport property is made available and affordable as a means of promoting general aviation in the State of Vermont. By signing this Lease, the TENANT agrees to keep the use aeronautical in nature, pursuant to 5 V.S.A. Sections 203 and 807 and Sections 19 Part A and 29 Part A of the Federal Grant Assurances for Airport Sponsors (*Airport Assurances 9/99*) unless approved otherwise by the STATE in writing.

1.3. TENANT shall have the following conditional rights that include certain areas:

- A. Common Areas. TENANT shall have the right to utilize in common with others

**State Airport  
Lease with FBO  
Page 1 of 9**

authorized by the STATE, all taxiways, sub-taxiways, and common paved ramp areas at the Airport. Utilization will be in accordance with all applicable local, state, and federal rules, regulations, and orders to include FAA Order 5190 or its current version.

1.4. The STATE and TENANT shall be responsible for maintenance in accordance with the General Conditions (G.C.) II – MAINTENANCE OF AIRPORT.

## **ARTICLE II - BEGINNING AND EXPIRATION**

2.1. This Agreement shall become effective upon execution and shall operate for an initial term of five (5) years, subject to ARTICLE III – RENEWAL.

## **ARTICLE III – RENEWAL**

3.1. If TENANT performs all of its obligations under this Agreement satisfactorily and in a timely manner, it shall have the right to renew this Agreement at the end of its initial term for four (4) additional five (5) year periods, not exceeding a total period of twenty-five (25) years. Any renewal shall be on all the same terms and conditions as this Agreement unless otherwise agreed except for rental rates, which shall be determined in accordance with Article IV, below.

3.2. To exercise its right to renew, TENANT must advise STATE in writing at least three (3) months, but not more than six (6) months, prior to the expiration of the lease term of TENANT's desire to renew this lease. Failure to do so may result in cancellation of this Agreement.

## **ARTICLE IV - RENT**

4.1. TENANT shall pay STATE rent for the demised parcel described in ARTICLE 1.1, the conditional rights described in ARTICLE 1.2, and TENANT's use of the facilities and privileges of the Airport (collectively "Rent"). The annual lease rate at State Airport is \$0.00 per sq. ft., so the annual rent for the initial five-year period will be Value and 00/100 Dollars (\$0000). Rent for office, hangar, and tie down space shall include:

- Article 1.1A (Terminal space) 1sq. ft. @ \$0001/sq. ft. = \$1. annually;
- Article 1.1B (Maintenance hangar) 1 sq. ft. @ \$0.00/sq. ft. = \$1 annually;
- Article 1.1C (Storage hangar) 1 sq. ft. @ \$0.00/sq. ft. = \$1 annually;
- Article 1.1D (Tie downs) 0 Tie downs @ \$2.90/Tie down/month = \$1 annually;

A. Fuel Flowage Fee on sales of 100 Low Lead and JetA fuels @ \$0.07/gallon.

4.2 TENANT's rent for the first year of the five-year period shall be due upon execution, and subsequent rent shall be paid annually, due and payable on or before the first day of month of this Agreement's execution, pursuant to the terms and conditions of this Agreement.

4.3. At the end of the first two-year period, this section of the agreement shall be evaluated for potential changes as needed to support the positive growth of FBO NAME

44. In the event of past due accounts, STATE may assess interest on the overdue amount at the maximum legal interest rate allowed by Title 9 of Vermont Statutes Annotated, Section 41a *et seq.*, or successor statute.

4.5. Rent checks shall be made payable to “State of Vermont” and mailed/delivered to:

Vermont Agency of Transportation  
Financial Services Division  
219 North Main Street  
Barre, Vermont 05641

The STATE’s Financial Services Division may bill TENANT directly approximately thirty (30) days prior to the payment due date. Regardless of whether the STATE sends TENANT a bill or not, rent shall be due and payable as specified in paragraphs 4.1 and 4.2 above.

4.7. TENANT shall pay all taxes imposed upon the business, aircraft, inventory, leasehold improvements, equipment, or buildings of TENANT.

**ARTICLE V – NOTICES**

5.1. 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:

A. As to STATE: Vermont Agency of Transportation  
PPAID – Rail & Aviation Bureau  
Property Management  
219 North Main Street  
Barre, Vermont 05641

B. As to TENANT: FBO Name and Address

In addition, at the option of STATE, any notice herein provided to be given by the STATE to TENANT may be given by leaving it at the residence or place of business of TENANT or any officer of TENANT or by posting such notice on any part of the leased premises.

**ARTICLE VI – FULL SERVICE FIXED BASE OPERATION (FBO)/TENANT’S OPERATIONAL REQUIREMENTS AND RIGHTS**

6.1 TENANT shall provide for flying, aircraft maintenance and other services

reasonably required and necessary at the Airport to adequately serve the public needs in accordance with the State of Vermont, Agency of Transportation, Minimum Standards for Commercial Aeronautic Activity on Vermont State Owned Airports, dated 7/17/92.

6.2. STATE authorizes TENANT to establish and collect fair and reasonable charges, subject to State and Federal regulations, for the following other services, and where practical, TENANT agrees to post a schedule of rates and charges for such other services in public view:

- A. Landing, facilities access, tie-down and hangar storage for general aviation aircraft, both itinerant and local
- B. Adequate ramp service, including deicing and preheating for general aviation aircraft users, with a qualified attendant available on the ramp seven (7) days a week, eight (8) hours a day
- C. Sale of aviation gasoline, fuel, oils and lubricants of kinds customarily sold to general aviation aircraft users
- D. Maintenance, repair and servicing of general aviation aircraft, aircraft engines and parts
- E. Availability of adequate inventory of the necessary aircraft parts and accessories to maintain, repair, and service general aviation aircraft
- F. Flight training
- G. Aircraft rental business
- H. Operation of Aviation Advisory Radio Station (UNICOM), if requested by Agency
- I. Sale of new or used aircraft
- J. Non-scheduled aircraft charter operations
- K. Operations of specialized commercial flying service
- L. Operation of specialized aircraft repair service
- M. Rental car services

6.3. TENANT may subcontract or use third-party operators to provide any of the required services, or optional services, with the exception of aircraft fueling and aircraft line services, which services must be provided directly by TENANT's employees. Subcontractors and third-party operators shall meet all Minimum Standards applicable to such services when

performed for TENANT at the Airport.

## **ARTICLE VII – MAINTENANCE OF AIRPORT DUTIES AND RESPONSIBILITIES**

7.1. The STATE shall be responsible for the adequate and proper maintenance and repair of the following public facilities, consistent with flight safety: runways, taxiways, aircraft parking aprons, access roads, automobile parking areas, fences and runway safety areas. This shall include, but not be limited to, plowing of snow, mowing and fertilizing of grass, and repair of asphalt and turf surfaces. All such maintenance and repair shall be performed at a standard necessary to keep the Airport open for arrivals and departures seven (7) days per week. TENANT shall have the right to supplement STATE'S maintenance and repair at its own cost.

7.2. The TENANT will be responsible for the maintenance of the TENANT-owned buildings. The STATE shall maintain major items which shall include roof, building structure, siding, windows and doors, heating, plumbing and electrical systems of STATE-owned buildings. The TENANT will also be responsible for the cosmetic maintenance of buildings leased from the STATE and shall include exterior maintenance such as mowing around leased buildings, and tree, shrub, and grass grooming.

7.3. The TENANT shall be responsible for the removal of snow from the public walkway leading from the parking lot to the airport terminal building and from the walkway leading from the ramp on the airport side of the security fence to the airport terminal building.

7.4. The STATE agrees to pay for all installation and maintenance costs of heat, power, water, and other utilities which may be required to service the herein leased STATE-owned Storage Hangar. The TENANT will be responsible for installing smart thermostats to minimize utility cost for leased and non-leased space.

7.5. The TENANT agrees to promptly collect and dispose of refuse, rubbish and garbage originating from the TENANT'S activities on the Airport.

7.6. The TENANT shall not (except within an enclosed building) park, store, place, or permit to remain on the Airport for more than thirty (30) days any discarded, dismantled, wrecked, scrapped, ruined, or unregistered motor vehicle or parts thereof or any discarded, dismantled, wrecked, scrapped, or ruined aircraft or parts thereof.

7.7. The TENANT agrees to report forthwith and, in any event within twenty four (24) hours, to the Aviation Operations Manager, at 802/828-1083, any discovered defect, failure or the required repair or replacement of any part of the Airport facilities. Any discovered defect, failure or the required repair or replacement of aeronautical facilities relating to the safe take-off and landing of aircraft should be reported immediately.

7.8. The TENANT shall restrict aircraft parking to the designated aircraft parking area and will keep public taxiways and/or aprons clear for airport operations.

7.9. The TENANT agrees to keep all buildings and premises in a neat, safe, and sanitary condition at all times. This includes cleanliness of all public areas, rest rooms, and the public terminal building. Any deficiency found in STATE-owned buildings that cannot be corrected by the TENANT shall be reported to the Aviation Operations Manager.

7.10. In the event appropriated airport maintenance funds are diminished or deleted by action of the Vermont General Assembly or by action of any other entity providing such funds, the maintenance obligations of the STATE shall cease and shall be deleted from this lease. At the discretion of the STATE, the TENANT may assume said maintenance obligations which shall be subject to negotiations between the parties.

7.11. The TENANT will issue NOTAMS as necessary to report runway conditions, snow removal, lighting, mowing, and other maintenance activities on the airfield.

7.12. The TENANT shall ensure efficient operation of the UNICOM radio to give proper responses to incoming traffic.

7.13. The TENANT shall perform and document daily inspections of movement area, runways, and safety areas to ensure that these areas are clear of objects and debris. Any defects, to include airport lighting systems, must be reported within twenty-four (24) hours to the assigned Aviation Operations Specialist.

7.14. The TENANT shall regulate vehicular traffic on the airport movement areas. In addition the TENANT shall regulate vehicular traffic at the airport vehicle parking areas in accordance with the Automobile Parking Policy. Under no condition shall unregistered vehicles be stored, worked on, or tested at Airport.

## **ARTICLE VIII – GENERAL CONDITIONS**

8.1. The STATE's "General Conditions for State-Owned Airports, Fixed-Base Operators (FBOs), July 1, 2009" are attached hereto and incorporated herein by reference. In the event of a conflict between this Agreement and such General Conditions, this Agreement will control.

## **ARTICLE IX – ENTIRE AGREEMENT**

9.1. This Agreement, with the terms and conditions herein contained, constitutes the entire agreement between the parties and supersedes and replaces all other agreements and representations in connection with leasing the premises herein described, including but not limited to the leases and amendments enumerated in the recitals above.

IN WITNESS WHEREOF, the STATE OF VERMONT has caused this instrument to be subscribed by Joe Flynn, its Secretary of Transportation and duly authorized agent, this \_\_\_\_ day of \_\_\_\_\_, 2022.

STATE OF VERMONT (“STATE”)

By: \_\_\_\_\_  
Joe Flynn, its Secretary of Transportation and Duly Authorized Agent.

STATE OF VERMONT )  
WASHINGTON COUNTY, ss. )

At Barre, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared Joe Flynn and acknowledged the foregoing instrument, by him as Secretary of Transportation and duly authorized agent of the **STATE OF VERMONT** subscribed, to be his free act and deed, and the free act and deed of the **STATE OF VERMONT**.

Before me,

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Type or print name of Notary Public  
(My commission expires Jan. 31, 2023)

Commission No. \_\_\_\_\_  
(My commission expires Jan. 31, 2023)

APPROVED AS TO FORM:

DATED: \_\_\_\_\_

\_\_\_\_\_  
ASSISTANT ATTORNEY GENERAL



IN WITNESS WHEREOF, **FBO name here** has caused this instrument to be signed in its corporate name by **Name here**, its owner and duly authorized agent, this \_\_\_\_ day of \_\_\_\_\_, 2022.

**FBO Name**  
**(“TENANT”)**

By: \_\_\_\_\_  
**Name, its Owner and Duly Authorized Agent**

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ COUNTY, ss.)

At \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared **Name here** and acknowledged this instrument, **by his/her as President and Duly Authorized Agent of FBO Name here** subscribed, to be **his/her** free act and deed and the free act and deed of **FBO Name here**.

Before me,

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Type or print name of Notary Public  
(My commission expires Jan. 31, 2023)

Commission No. \_\_\_\_\_  
(My commission expires Jan. 31, 2023)

STATE OF VERMONT - AIRPORT INSPECTION REPORT PAGE 1 OF 2

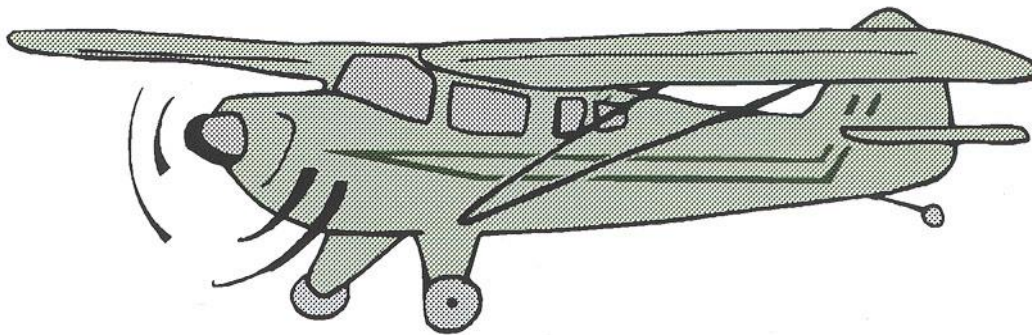
AIRPORT:	KCDA	UNSCHEDEUL ED INSPECTION	WEEKLY INSPECTION	INSPECTOR:	C. Raymond
DATE:	3/28/2018	_____	_____ X _____ NIGHT	WORK ORDER #	CLOSEOUT DATE
FACILITY	CONDITION (HIGHLIGHT)	REMARKS	NOTAM #		
PAVEMENT AREAS	PAVEMENT LIP 3"+ HOLE 5"X3" + CRACKS/BUMPS FOD PONDING OTHER	Extensive "Cracks" entire runway 20/02. Taxiway C closed due to frost heave			
SAFETY AREAS	RUTS/HUMPS EROSION OBJECTS/FRANGIBLE	OK			
MARKINGS	VISIBLE OTHER				
SIGNS	HOLD SIGNS FRANGIBLE OTHER	NA			
LIGHTING	POST LIGHTS FRANGIBLE OTHER	OK			
NAVIGATIONAL AIDS	ROTATING BEACON WIND SOCK RELS/VASI APPR. LIGHTING OTHER	OK			
WEATHER EQUIPMENT	AWOS OTHER	5 hour power outage 3/26/18. all systems ok opperational			
OBSTRUCTION LIGHTS	NOT LIGHTED OTHER	OK			
HAZARD BEACONS	NOT LIGHTED OTHER	OK			
APPROACHES	CLEAR OF OBSTR. OTHER	OK			

**STATE OF VERMONT – AIRPORT INSPECTION REPORT PAGE 2 OF 2**

FACILITY	CONDITION (HIGHLIGHT)	REMARKS	NOTAM #	WORK ORDER #	CLOSEOUT DATE
FUELING OPERATIONS	EFS SIGNAGE/OPS FUEL LABELING  FIRE EXTINGUISHERS HOSES COND. GROUNDING EQUIP. RECORDS FUEL LEAKS GRASS/RAGS/ETC OTHER	OK			
SNOW/ICE	SURFACE COND. SNOW BANK CLR. LIGHTS/SIGN OBSC. NAVAIDS FIRE ACCESS OTHER		02/519 02/249		
CONSTRUCTION	BARRICADES LIGHTS EQUIPMENT PARKING EQUIPMENT LIGHTS OPERATOR TRAINING OTHER	Barricades with solar lights marking close of taxiway C	03/563		
PUBLIC PROTECTION	FENCING SIGNS OTHER	OK			
WILDLIFE HAZARDS	DEAD ANIMALS LIVE ANIMALS OTHER	See NOTAM	03/007		
BUILDING/ GROUND	DAMAGE UNCLEAN OTHER	winter damage to 2 soffits West side Terminal			



**State of Vermont**  
**AGENCY OF TRANSPORTATION**  
**AIRPORT FUELING MANUAL**



**October, 2001**

## **INDEX**

### **Part 1 – Federal Requirements**

**Page**

- A. Fuel Storage Preventative Maintenance
- B. Receiving Aviation Fuel Into Airport Storage
- C. Airport Storage Quality Control Check
- D. Aviation Fueling Operations
- E. General Fuel Handling

### **Part 2 – State Requirements**

### **Appendices**

**Test Procedures**

**Forms**

## **Part 1 – Federal Requirements**

### **FUEL STORAGE PREVENTATIVE MAINTENANCE**

To avoid breakdown of equipment with subsequent interruption of service, and to maintain safe operation, the Aviation Fuel Storage Facility shall be inspected in accordance with the fuel vendor's recommendations and requirements. If not outlined required by the fuel vendor, the inspection shall cover the following items:

1. Fire Extinguishers – check seals and weight.
2. Grounding Cables – check operation of reel (if installed), cables for fraying and corrosion at attachment points, clips for security and operation, check grounding clamps for tightness.
3. Receiving and Loading Rack Equipment – check for protective dust cover condition, valves for proper operation and sealing (loading arms and hoses should not drip when valves are closed).
4. Pumps and Motors – check for seal leaks, condition of electrical junction boxes, mounting bolt security. Observe any unusual noises, etc, during operation. Check lubrication of pump motors and gearboxes.
5. Filter Vessel – check for mounting security, pressure gauge, and gasket leaks.
6. Piping Valves and Gauges – check for leaks and condition.
7. Storage Tanks – check vents for security and proper operation, manhole covers for tightness, thief pump for operation.
8. Electrical Relay, Fuse Planes and alarms – check conditions.
9. Storage Area – remove any debris, cut grass and/or remove weeds, if required.

**Remember, good housekeeping is preventive maintenance.**

## RECEIVING AVIATION FUEL INTO AIRPORT STORAGE

In order to insure that on-specification fuel of the ordered type or grade and in the ordered quantity is received into storage, it is the **operator's responsibility to carry out the following procedures without exception.**

**CAUTION: IF THE DAILY QUALITY CHECKS HAVE NOT BEEN PERFORMED PRIOR TO DELIVERY, THESE CHECKS MUST BE PERFORMED AND RESULTS RECORDED.**

1. With gauging stick and tank calibration chart, measure and record amount of fuel in tank to insure that sufficient tank space is available for the amount of product to be received.
- 2.
3. Check shipping and manifest papers to insure that correct fuel and amount have been delivered. Record amount and retain delivery slip for file.
4. Check seals on compartment drain valves and dome covers. If seals are broken or not installed, reject the delivery immediately. Open dome covers and verify each compartment is filled to gauging markers.
5. Take a sample from each compartment manifold and make a "Clear and Bright" or "White Bucket" test for color, water and sediment. If check for color and contaminants is satisfactory, the fuel is acceptable and can be received into storage. If the "Clear and Bright" or "White Bucket" test is not satisfactory, allow 15 minutes additional settling time and draw one gallon from each compartment, then repeat the "Clear and Bright" or "White Bucket" check. Repeat test until fuel passes. If a clear sample is not obtained after checking each compartment three times, **reject the delivery.**
6. When the fuel quality checks indicate acceptable fuel, position transport truck at correct unloading position and connect grounding cables. Make sure fire extinguishers are acceptable.
7. Inspect hose for cleanliness. Connect hose to correctly identified receiving line and commence unloading.

## NOTE

- A. AVGAS is discharged directly into storage tank.
- B. AVJET A is drawn from transport truck and pumped through filter/separator prior to delivery into storage tank. BE SURE PIPING VALVES ARE CORRECTLY POSITIONED FOR RECEIVING AVJET A. Note filter/separator differential pressure during receiving and record. After receipt of fuel, realign valves to refueler servicing position.
  - 5. To insure complete delivery, check that each compartment is empty. Disconnect loading hose and grounding cables. Gage tank(s) to be sure fuel has been delivered into the proper tank(s) and secure valves for normal operation.
  - 6. Following delivery or product into storage, the following settling times must be observed prior to product withdrawal.
- A. AVGAS – minimum settling time of one (1) hour must be observed prior to product withdrawal.
- B. AVJET A – if storage tank is not installed with a floating suction, settling time is one (1) hour per foot of product in tank. Example: If gauge stick indicates six feet (72 in.) of product in the tank, a six (6) hour settling time must be observed prior to product withdrawal. If storage tank incorporates floating suction discharge pipe, a two (2) hour settling time must be observed prior to product withdrawal. When settling time has elapsed, the Daily Quality Control Check prescribed for Airport Storage shall be performed and results recorded prior to product withdrawal.



## AIRPORT STORAGE QUALITY CONTROL CHECK

The following Quality Control Checks must be performed to insure clean, dry, on-specification fuel in storage facility. Records shall be maintained on the appropriate forms provided/suggested (See Appendix ).

### 1. Daily Checks and Airport Storage

- a. Check tank bottoms for water by using a gauging stick or plumb bob with water sensitive paste applied. If water is detected, it must be removed by using a “thief” pump in underground tanks and opening bottom drain valve on aboveground tanks. Following water removal, draw a sample for a “Clear and Bright” or “White Bucket” check and record results. Measure fuel level and record gallonage.
- b. Check AVGAS filter(s) and AVJET A filter/separators for water in sump. Drain sample and perform “Clear and Bright” or “White Bucket” check. Record results.

(Note – if small amounts of water or minor accumulations of contaminants are found, take a second sample. If on the second sample, you continue to observe large quantities of water or contaminant, you should immediately notify the Agency of Transportation, Maintenance and Aviation Division, 828- 2587.)

- c. Check differential pressure or filter and filter/separators and record reading (see graph, (page/appendix \_\_\_\_))

1. AVGAS – take reading during filling of refueler.

2. AVJET A – take reading during filling of refueler, when receiving product into storage from transport truck, or when recirculating fuel.

(Note – The differential pressure must be computed at actual flow in gallons per minute rather than rated flow of the filter/separator to determine when to change cartridges.)

The following graph illustrates the proper method for determining differential pressure reading at 100% rated flow versus what you actually observe.

The above example shows a filter separator system operating at 60% of maximum (rated) flow capacity and an observed differential pressure of 5 psi. Under these conditions, if the system could be boosted to 100% of flow capacity, the differential pressure would read the same value as that obtained through the correction exercise, i.e. psi.

## AVIATION FUELING OPERATIONS

### 1. Aviation Fixed Dispenser Operations

#### A. AVGAS Dispensers - Product Quality Control Checks

##### 1. Daily Checks Filter or Filter/Separator

- A. Insure that filter or filter/separator are free of water and sediment by taking sump sample for “Clear and Bright” or “White Bucket” tests.
- B. Take a sample from AVGAS nozzle and perform a “Clear and Bright” or White Bucket” test.
- C. At the start of each day, check the differential pressure of the filter or filter/separator under actual flow conditions.

##### 2. Weekly checks

Remove, inspect and clean all fuel nozzles screens.

(Note – If rubber particles are found on nozzle screens, deterioration or hose lining should be suspected. If particles are found on successive weekly checks, call the Agency of Transportation, Maintenance and Aviation Division, 828-2587.)

##### 3. Monthly checks

#### B. Avjet Dispensers – Product Quality Control Check

##### 1. Daily checks – Filter separator

- A. Insure that filter-separator is free of water and sediment by taking sump sample for “Clear and Bright” or “White Bucket” tests.
- B. Take a sample from the AVJET nozzle and perform a “Clear and Bright” or “White Bucket” test.
- C. At the start of each day, check the differential pressure of the filter/separator under actual flow conditions.

##### 2. Weekly Checks

Remove, inspect and clean all fuel nozzle screens.

(Note – If rubber particles are found on nozzle screens, deterioration of hose lining should be suspected. If particles are found on successive weekly checks, call the Agency of Transportation Maintenance and Aviation Division.)

### 3. Monthly checks

- a) Perform Millipore Test. Use same procedure covered in Airport Storage, Section 5. The following ASTM color rating criteria shall be met.
  1. Color rating of A-O, B-O or G-O is acceptable.
  2. Color rating A-1, B-1 or G-1 is acceptable, but the AOT Maintenance and Aviation Division must be advised of findings.
  3. If color ratings of A-2, B-2 or G-2 or greater are observed, the product is not acceptable, and the product must be withdrawn from aircraft servicing. The AOT Maintenance and Aviation Division should be advised immediately and corrective action taken.
- b) Check filter element change date.

## C. Dispenser Identification

### 1. Dispenser Cabinets

All cabinets shall be painted and identified with the applicable product grade.

### 2. Weekly Check – Airport Storage

Check operation of AVJET A Floating System Arm using test chain and record condition.

### 3. Monthly Checks – Airport Storage

- a) Check the date stenciled on the AVGAS filters and AVJET filter/separators to determine when the filter elements were last changed. If the one-year limit has been reached, notify the AOT Maintenance and Aviation Division.

(NOTE: Some airlines specify one-year limit. If intoplane service is provided, check airline requirement change period. Notify the AOT Maintenance and Aviation Division.)

- b) Check the operation of the filter/separator automatic water drain valve by manually tripping the float mechanism using the float adjustment screw located on the valve assembly.
- c) Check AVJET A filter separator conditions once a month by conducting a Millipore Test using a Type AA 0.8 micron downstream of each AVJET filter separator.

## GENERAL FUEL HANDLING

### 1.a CLEAR AND BRIGHT TEST

#### 1.a.1 Introduction and Purpose

The purpose of this test is to detect possible water or solid contaminants in aviation fuel by visual inspection.

#### 1.a.2 REFERENCES

Test Method: API Bulletin 1500 – Section 3.5.

#### 1.a.3 DESCRIPTION

Using a transparent container, the fuel is visually observed for a clear and bright condition. Some of the locations from which samples for clear and bright tests may be obtained are: 1) point of receipt; 2) storage tank; 3) filter vessel sump and discharge (fixed and mobile); 4) refueling tank; 5) hydrant system; and 6) aircraft tank.

#### 1.a.4 EQUIPMENT

A clean, transparent, dry, capped bottle or container capable of holding 0.25 to 1 gal (0.95 to 3.78 L) of liquid (e.g. a Mason jar) should be used. The bottle or container should preferably have a clear, undistorted bottom and an opening large enough to accommodate the sampling tap.

#### 1.a.5 PROCEDURE

1. Take the sample at operating pressure whenever possible.
2. Let the sample settle for one minute to remove air bubbles.
3. Observe the sample against a light background for a clear and bright condition  
Swirl the bottle or container to create a vortex. Free water and solids tend to collect beneath the vortex.

#### 1.a.6 CAUTIONS

1. The presence of contamination is much more evident when the sample is taken from a pressurized system. Samples removed from a static system may indicate little contamination when actually significant contamination can be found under a flow or pressurized condition.
2. The container must be thoroughly flushed before testing.
3. Be sure that the fuel sampling tap is free of loose contaminant by flushing sample tap at maximum flow prior to drawing the sample.

#### 1.a.7 INTERPRETATION OF TEST RESULTS

The term “clear and bright” has no relation to the natural fuel color. Turbine fuel color varies from water white to straw color to amber, depending on processing and/or crude source (refer to Section A.8 for AVGAS colors). Clear and bright fuel has no floating or suspended matter. Brightness is a quality independent of the sample color and refers to the lack of suspended or free water in the sample.

Bright fuel tends to sparkle.

## 2.a WHITE BUCKET TEST

### 2.a.1 INTRODUCTION AND PURPOSE

The purpose of this test is to visually determine the possible presence of surfactants, water and/or solids in turbine fuel.

### 2.a.2 REFERENCES

There is no known published test standard on this subject.

### 2.a.3 DESCRIPTION

A fuel sample is obtained in a white bucket at operating pressure from sumps of fixed and mobile equipment, and observed for indications of surfactants or presence of water and/or solids.

### 2.a.4 EQUIPMENT

Preferred equipment consists of a 9-quart (8.5 L) white porcelain bucket and a bright cover coin.

### 2.a.5 PROCEDURE

1. Take the sample at operating pressure whenever possible.
2. Fill the white bucket to an approximate depth of 8 inches (200 mm).
3. Let the sample set for 1 minute to remove air bubbles.
4. Place the white bucket on a level surface and inspect the bottom for water droplets, solid contaminants, hazy/cloudy condition and/or brown slime.
5. Drop a shiny copper coin into the bucket. If you can easily distinguish the coin characteristics, the product is considered neither hazy nor cloudy.

### 2.a.6 CAUTIONS

1. The presence of contamination is more evident when the sample is taken from a pressurized system. Samples removed from a static system may indicate little contamination when actually, significant contamination can be found under flow or pressurized conditions.
2. Be sure that the fuel sampling tap is free of loose contaminant by flushing the sampling tap at maximum flow prior to drawing the sample.
3. To determine the difference between a haze caused by entrained water or air bubbles, perform a water detection test (See Section C).

## INTERPRETATION OF TEST RESULTS

### Rating of White Bucket Sample

#### Solids Contaminant Indicators

1. Clean
2. Slight Particulate Matter
3. Particulate Matter
4. Dirty

#### Moisture Contaminants Indicators

- A. Bright
- B. Hazy
- C. Cloudy
- D. Wet (free water)
- E. Surfactants

### DEFINITIONS OF SOLIDS CONTAMINANT INDICATORS

1. Clean – Refers to lack of particles, silt or sediment, flakes or dye, rust or solids.
2. Slight Particulate Matter – Contains several fine to moderate sized particles.
3. Particulate Matter – A sample which many small particles may be seen floating or settled on the bottom.
4. Dirty – Discoloration or many particles dispersed in the fuel or settled on the bottom.

### DEFINITIONS OF MOISTURE CONTENT INDICATORS

- A. Bright – Brightness is a quality independent of the color of the sample and refers to the lack of suspended or free water in the sample. Bright fuel tends to sparkle.
- B. Hazy – A condition resulting from fine droplets of moisture dispersed throughout the sample producing a dull, hazy appearance. This can be a temporary condition resulting from drop in temperature. During the first minute, the fuel can appear hazy due to air bubbles.
- C. Cloudy – The result of extremely fine droplets of water dispersed throughout the sample giving it a milky appearance.
- D. Wet – Any form of free water in the form of droplets or bulk water on the bottom of the bucket or clinging to the sides.
- E. Surfactants – (Surface Active Agents) – Slime in the bottom of the bucket or at the fuel/water interface appearing as a dark brown/black layer; or scum or lacy material floating in or on the sample.

An example of the rating system would be 2C – slight particulate matter with cloudy conditions.

**Part 2**

**Fuel Testing and Storage**

INDEX

PAGES	SUBJECT
1	Forward
2	Aviation Fuels Marked for General Aviation Use
3 - 5	Aviation Fuel Contaminants
6 – 9	Testing for Aviation Fuel Contaminants
10 – 18	Airport Storage Systems



## **FORWARD**

There are literally hundreds of thousands of general aviation aircraft in operation around the world today. These aircraft range from homebuilts to large business jets. These aircraft are thought of in terms of their performance in the air, i.e., their speed, range, rate of climb, maneuverability, etc.

Yet, it all starts on the ground, and ends on the ground. It is the ground crew who ensures that the aircraft has been properly maintained in accordance with all applicable manufacturing specifications and government regulations; that they have been properly fueled and in general, kept airworthy. It is at this ground level that most problems can be prevented and here is where you, the FBO and leader of ground support, play a vital role.

This manual has been designed to assist you in performing your role in ground support of the aircraft you service. To do your job right, you must provide responsive service with the highest quality products. This manual will greatly simplify your job but it will only help you if you study the contents and constantly refer to its section.

This is a working manual, so

**PUT IT TO WORK!!!!**

## AVIATION FUELS MARKED FOR GENERAL AVIATION USE

### I. Aviation Gasoline's for Reciprocating Aircraft Engine

#### A. Grant AVGAS 100LL (Low Lead)

##### 1. Specifications

- a. Meets ASTM D-910
- b. Fuel grade designation: 100 octane lead rating, (Aviation Method), 130 performance number (super-charged or rich rating).
- c. Tetraethyl lead (TEL): 2.0 ml/Gal maximum.

##### 2. IDENTIFICATION

#### CAUTION

Reciprocating engine-powered aircraft must be serviced with aviation gasoline's of the certified grade. **EXTREME CARE MUST BE TAKEN TO PREVENT THE INADVERTENT MIZING AND/OR SERVICING OF THESE AIRCRAFT WITH AVJET.**

#### NOTE

Even though the term "Octane" is used in identifying the respective anti-knock qualities of various grades of gasoline, the Aviation Method noted above is unique to the testing of Aviation Gasoline's and does not relate to values reached for automotive gasoline's.

### II. Aviation Fuel for Turbine Engines

#### AVJET A

##### A. Specifications

1. Meets ASTM D-1655 Jet A
2. Freezing Point: Below  $-40^{\circ}$  F
3. Flash Point: 105 - 150 $^{\circ}$  F

- B. Identification: Water White (Colorless)  
Odor (Kerosene)

## AVIATION FUEL CONTAMINANTS

Aircraft engines reciprocating or turbine and their related accessories are particularly sensitive to and intolerant of, fuel contamination. Contaminants such as water, rust or scale, dirt and certain other petroleum products can cause engine failure and result in aircraft damage and serious personal injury or death to the occupants.

The primary source of contamination are listed below:

### I. Water

Water occurs in three forms:

- A. Dissolved in fuel – similar to humidity in air.
- B. Entrained or suspended in fuel. Entrained water can be detected visually. The finely divided droplets reflect light and high concentrations impart a dull, hazy or cloudy appearance. Entrained water droplets can coalesce to form large drops of free water.
- C. Bulk quantities of water occur as a layer at the bottom of tanks, filter vessels, refuelers, Etc. up which the aviation fuel floats. Bulk quantities of water may be caused by one or more of the following:
  - 1. Leakage into storage tanks through fill lines, manholes, dome covers and vents.
  - 2. Delivery of water-laden fuel from transport.
  - 3. Condensation of atmospheric moisture in partially filled storage tanks.
  - 4. The coalescence and subsequent settling of entrained water.

### II. Rust or Scale

This type contaminant is generally formed and released from the insides of storage tanks, piping and transportation.

Rust appears as a red, brown or black particulate matter at the bottom of tanks, piping and transportation tanks.

### III. Dirt

This type contaminant comes from airborne dust entering storage or refueler tanks through vents, dome covers, manholes, etc. Dirt can also enter fuel systems by improper handling of hoses and nozzles. Dirt will appear as particulate matter or a muddy substance in tank bottoms, filter, vessels, etc.

### IV. Other Petroleum Products

Aviation fuels are manufactured to very stringent specifications and therefore, mixing with any other product will produce an OFF-SPECIFICATION fuel.

### V. Micro-organisms

#### A. Source

Microorganisms are present in just about every facet of the fuel handling system and they can also be introduced into the system via water, soil or air contamination. The main concern in aviation fuel is extremely high rate of fuel/stagnant water interfaces. It is this high rate of reproduction that can result in a system becoming so infected that only a thorough cleaning can correct the problem.

#### B. Symptoms

The symptoms listed below may indicate a possible micro-organism problem which shall be further investigated.

1. Black water drained from tank bottoms and filter sumps.
2. Water drain samples that have a foul smell.
3. Tank bottom drain/sump samples that have a stringy, lacy type emulsion or heavy emulsion or heavy emulsion at the fuel/water interface.

#### NOTE

If microorganism contamination is suspected, notify your Aviation's Operations Representative for assistance in conducting further tests and investigations. **DISCONTINUE USE OF THE AFFECTED FUEL SYSTEM UNTIL THE PROBLEM HAS BEEN CORRECTED.**

## VI. Surfactants

A. Unfinished AVJET stocks contain natural surfactants which are removed by refinery processing. Finished AVJET fuels can be contaminated in distribution systems with other types of surfactants such as corrosion inhibitors and chemical additives used in other products, which are transported in the same distribution system. Another source of surfactants is from the biological action of micro-organisms present in any water/AVJET fuel interface.

### B. Symptoms

The symptoms listed below may indicate a possible surfactant problem, which shall be further investigated.

1. Dark Millipore on product discharge from filter/separator, which do not show visual particulate matter.
2. Opaque water, including black water, drained from tank bottoms and filter sumps.
3. Lacy or heavy scum at fuel/water interfaces drawn from storage tanks or filter sumps.
4. Free water content above 15 ppm in product discharge from filter/separator.

#### NOTE

If surfactant contamination is suspected, notify your Aviation Operations Representative for assistance in conducting further tests and investigations. **DISCONTINUE THE USE OF THE AFFECTED FUEL SYSTEM UNTIL THE PROBLEM HAS BEEN CORRECTED.**

## TESTING FOR AVIATION FUEL CONTAMINANTS

### Visual and Chemical Detection – Methods and Criteria

#### I. Contaminant Detection - General

There are many tests that have been developed over the years that are designed to aid in the detection of fuel contaminants. However, experience has shown time and again that there is no substitution for four basic human senses of sight, sound, feel and smell.

Many problems have been averted because a line crew member noted that the fuel “didn’t evaporate fast enough” or “didn’t smell right” or “didn’t feel right”, etc.

#### II. Visual Detection

- A. Large quantities of water in aviation fuel samples can be visually seen because the water will quickly separate from the fuel and settle to the bottom of the sample container.
- B. Smaller amounts of water present in fuel samples can be concentrated by “swirling” the sample in the container. Water, being heavier than fuel, will tend to collect in the center either as bulk water or as droplets in a vertical line within the fuel sample.
- C. Finely divided water droplets will appear as a haze in fuel samples. Air can also cause a haze, but the air will separate from the sample in one or two minutes, whereas, water haze may require several hours. An experienced observer can detect a very slight haze under a strong light beam equivalent to 50 parts per million or greater of free water.

#### III. Visual Detection – Test Methods and Criteria

##### A. Test Methods – Visual Detection

##### 1. “Clear and Bright” Test

This method employs a clean glass container of approximately one quart or one liter capacity. A sample of product is drawn into the container and observed in a strong light to detect free water haze or sediment.

## NOTE

This method is preferred when testing AVJET A.

### 2. “White Bucket” Test

This method employs a clean white enameled bucket. A sample is drawn into the bucket and swirled to concentrate any water, rust, sediment, etc. into the center.

## NOTE

Experience has shown that a white enameled bucket is preferred to that of plastic because plastic tends to hold a slight static charge and hold particulate material to the sides.

### B. Criteria – Visual Detection

#### 1. Color and Odor

Avgas fuels should be the colors specified for grade:

AVGAS 100LL – Blue  
AVGAS 100/130 – Green  
AVGAS 80/87 – Red

Odor should be a distinct “gasoline” smell.

## CAUTION

**AN OFF-COLOR FINDING INDICATES AN OFF-SPECIFICATION FUEL AND INVESTIGATION IS REQUIRED.**

#### 2. Clarity – Visual Detection

When examined under good light, the fuel should be bright without cloud or haze and free of any sediment, lint, fibers or emulsion. At night, a vapor proof flash light held at a right angle to the line of vision will aid in disclosing any suspended particles in the fuel sample. The print of this page should be readable through the glass container filled with fuel. Lack of clarity may be due to any one of the following:

- a. Free water – appears as bulk water on the bottom of the container, droplets on the side of the container, cloudy milky haze (air in the form of fine bubbles in suspension can give a cloudy appearance but will disperse in a minute or two).

- b. Sediment - appears as rust or paint flakes, specks, fibers, lint, etc., suspended in fuel or settled out on the bottom of the sample container as fine silt. Sediment can be settled out by gentle swirling of the container or bucket. Depending on the source of the sample, i.e. airport storage, airport refueler, etc., various amounts of sediment can be expected. Amounts point in the fuel deliver system from which the sample was drawn and to the results of previous samples from the same sampling point. No visible sediment is permitted at the point of delivery into the aircraft, that is, the refueling nozzle. Sediment at this point indicates a problem with the filtration and/or delivery system of the refueler or dispenser.
- c. Emulsion - consists of finely divided water intimately mixed with fuel containing rust, dirt, various emulsifying agents or microbial growth; appearing as a lacy, foamy band of dirty or rusty suds at the fuel-water interface. If found, such emulsions must be completely removed from the fuel supply system. (Refer to the Micro-Organisms in prior section.)

### **CAUTION**

When performing either the "Clear or Bright" or the "White Bucket" test on AVJET A fuel, it is possible to mistake an all water sample as AVJET. The simple act of adding a known quantity of water to the sample will tell if it is all water or AVJET i.e. the water will quickly and visibly settle to the bottom in an AVJET sample. If sample is all water, the added water will not separate.

#### Chemical Detection – Test Methods and Criteria

##### A. Water Sensitive Paste or Paper

Water detecting paste and paper have been developed to indicate the presence of free water, however, they do not readily react to low concentration such as haze in a fuel sample. Water detecting paste or paper shall be used whenever gauging or checking any airport storage or refueler tank to determine the presence of bulk water at the bottom of the tank.

### **CAUTION**

As stated above, do not rely on the water detection paste or paper to clear a fuel sample for aircraft service. Remember, low concentration of water can be just as hazardous as bulk water. USE YOUR "CLEAR AND BRIGHT" AND "WHITE BUCKET" TESTS.

##### B. Water Detecting Kits

1. The Hydro Kit, manufactured and available from Exxon International, is one means of checking for water in AVJET A, and its use is recommended where a chemical test for water is requested by the customer or required by local governing authority.



The tests consist of the addition of a pre-measured amount of white powder to the AVJET A sample. If water is present, the powder turns pink. The chemical powder is sensitive to water concentration down to 30 ppm..

2. Aqua-Glo II Kit, manufactured and available from Gammon Technical Products, inc. is another means of checking for water in AVJET A, and its use is also recommended where a chemical test for water is required by the customer or required by local governing authority.

Test consists of passing a 500-ml (approximately ½ quart) sample through a water sensitive membrane attached to the Millipore sampling tap. The membrane is then compared to a known standard under ultraviolet light using a photocell indicator. By comparing the test and standard membranes, it is possible to detect levels of water as low as 1 ppm.

#### V. Disposition of Tested Fuel

Suitable containers, properly marked, should be provided for storage/disposal of tested fuel samples.

## AIRPORT STORAGE SYSTEMS

Aviation fuels are stored as airports in segregates and clearly identified tanks for each type and grade of fuel, with separate product receiving connections.

Because of the difference in characteristics of Avgas and AVJET A, the design and operational procedures of Avgas and AVJET A systems are different. Water and dirt, if present in Avgas, will settle out very quickly. Water and dirt, if present in AVJET A, will settle out very slowly.

Aviation Fuel Storage and Servicing Systems are designed and constructed to facilitate detection and removal of contaminants in order to insure delivery of clean, dry on-specification fuel into aircraft. These design and construction features are illustrated and explained as follows:

### I. Typical Avgas Storage Installation (see Drawing 4-1)

The storage (1), whether underground or aboveground, is installed with a slope to provide a low point for the collection of any water or (2) is provided for gauging tank gallonage and to detect bulk water by water detection paste applied to the gauging stick. A “thief” pump (3) is provided to remove water sediment from the tank “low point”. (A drain valve and pipe are provided on aboveground tanks for this purpose.) A pressure-vacuum vent (4) is provided to release air pressure during receipt and delivery. A manhole (5) is provided for direct delivery of Avgas into the tank. A suction discharge pipe (7) is installed with the foot end spaced off the tank bottom (8-12 inches depending on tank size) to prevent pickup of any water and sediment which might be on the tank bottom. The pump (8) draws Avgas from the tank and pumps it through the filter (9), which removes any suspended dirt in the fuel. The filter is provided with a sump drain (10) to check and remove any water, which might have collected in the filter vessel. A differential pressure gage (11) is provided to measure the difference in pressure across the filter elements during rated flow.

Where bottom loading of Avgas is required, a bottom loading hose (12A) and valve (13A) are fitted to the discharge pipe after filtration.

### II. Typical AVJET A Storage Installation

AVJET A, a kerosene type fuel, holds water and sediment in suspension for long periods of time. Because of this characteristic, AVJET A storage installation are designed and constructed differently than Avgas. The prime differences are the use of:

- A. Floating suction mounted on the pipe in the tank.
- B. A filter/separator with elements that remove both free water and sediment from the fuel.
- C. An automatic drain on the filter/separator.
- D. An automatic water slug valve in the discharge line downstream of the filter/separator.

E. Filtration of AVJET A as it is received into storage.

Schematically, a typical AVJET A installation is arranged as follows: See Drawings 4-2  
2 pages.

The storage tank (1), whether underground or aboveground, is installed with a slope to provide a low point for collection of any water and sediment settling out on the tank. A tank fitting (2) is provided for gauging tank gallonage and to detect bulk water by water detection paste applied to the gauging stick. A “thief” pump (3) is provided to remove bulk water and sediment from the “low point”. (A drain valve and pipe are provided for this purpose on aboveground tanks.) A pressure-vacuum vent (4) is provided to release air pressure during receipt and delivery. A manhole (5) is provided for inspection and cleaning of tank interior. A “fill” or delivery pipe and valve (6) is installed so that AVJET A product must be pumped through the filter/separator (11) prior to delivery into the tank. A “floating suction” box and arm (7) are installed on the suction or outlet pipe (9). This design permits drawing of fuel from the top surface and minimized length of “settling” time of one hour per foot of product in the tank where floating suction is not utilized. Where “floating suction” is provided, only a two-hour “settling” time is required. A stainless steel chain (8) is provided for checking the buoyancy and flexible joint operation. The pump (10) draws AVJET A from the tank through the floating suction line (9) and valve (VI) and pumps is through the filter/separator (11) which removes any dirt in the fuel. The filter/separator is equipped with a differential pressure gage (12) to measure the difference in pressure across the filter, which is an indication of performance of the filter elements during rated flow. The filter/separator is also equipped with an automatic water drain (13) whose function is to automatically drain any water coalesced or “stripped” from the fuel when the water has accumulated to a pre-determined level. A manual drain (14) is provided to completely drain any water and sediment from the filter/separator sump. Millipore “quick, connect” taps (15) are installed “upstream” and “downstream” of the filter/separator so that Millipore checks can be made. (This test on the “dirt removing efficiency of the filter separator. The “upstream” color check indicates the cleanliness rating of the fuel in storage, whereas the “downstream” check indicates cleanliness rating of fuel after passing through the filter/separator elements. For example, if “upstream” color rating is 2 per ASTM color standards and the “downstream” color is 2, the elements are not effective and should be changed.) The fuel after being filtered by the filter/separator passes through a water slug valve (16) prior to discharging at the re-fueler loading position (17). The function of the water slug valve is to shut down the delivery system in the event of large quantity of water is encountered.

Receiving or delivery into storage is accomplished by connecting the transport truck hose (19) to the delivery connection. The fuel system valves must be positioned so that the pump (10) can draw the fuel from the transport truck and pump it though the filter/separator prior to delivery into storage tank. Positioning of valves for AVJET A delivery into storage is, referring to the schematic: V1 and V3closed, and V2 and V4

open. Note that a strainer (18) is provided in the receiving pipe. This is installed to catch any hose liner pieces, gaskets or objects that may damage the pump.

### III. Typical Filter/Separator Vessel – Design and Operation (see Drawing 4-3)

Filtration equipment is installed in aviation fuel handling systems to maintain specified fuel quality by removing particulate and contaminating matter and suspended free water that may have entered the fuel during transportation and/or storage.

A filter/separator consists of a vessel containing two distinct sets of elements that continuously remove both dirt and water. The first state of elements, or coalesces, trap dirt down to the very finest particle size and at the same time force the smallest droplets of suspended water to combine into large drops. These larger drops will more readily “fallout” of the fuel and are assisted to do so at the second stage, or separator, which holds back the drops of water.

#### A. Operation

A better understanding of the operation of the unit is achieved by following the product flow through a typical filter/separator unit (see Cutaway-Typical Filter/Separator Drawing 4-3). Product enters the vessel through the inlet port and flows from the inside of the coalesced elements, through the elements, and out into the chamber of the vessel. The larger water droplets, having been coalesced, will tend to “drop-out” of the fuel due to gravity. The product flow continues through the second state separator elements (from the outside of the element to the inside) and out of the vessel through the outlet port.

The filtering action of each stage of elements is based upon the design and composition of the element media. First, the process of coalescing is accomplished by flowing product through a media who has a large number of small, irregular, continuous passages of very small diameter. This media is such that it is “wetted” by the water in the fuel. As the product/water emulsion passes through the media, the minute water droplets will tend to cling to the media. As the droplets are pushed along in the irregular passages, they collide with other droplets and become larger droplets. As this process is repeated again and again, more and more large droplets are formed. Through the depth of the cartridge, the droplets grow and grow. This process is known as coalescing.

Because of the extremely small diameter of the irregular, continuous passages of the coalescing media, a second function of the first stage elements becomes one of the filtering solid particles.

Because of the relatively high flow rate of the fuel through the vessel, the discrete droplets of water leaving the coalescing media must be removed by means other than gravity. Of course, gravity will begin to pull the particles towards the sump of the vessel away from the product flow and even remove some of the larger droplets. To

remove the smaller sized droplets, however, the second stage of filters is used. The separator elements are designed to repel the coalesced water droplets and permit the passage of the product. As the water droplets are repelled from the outer surface of the separator elements, the droplets fall to the sump of the vessel.

To summarize, then, filter/separators are tanks containing two (2) types of elements. The coalescer, flowing inside out, removes solid contaminants, breaks the fuel-water emulsion, and coalesces the water into large droplets. By gravity, the larger are removed from the product prior to entering the second stage elements. The separator element, flowing outside in, separates out the smaller water droplets from the fuel stream.

## B. Operation of Automatic Drain and Water Slug Valve

As discussed above, water is removed from the product flow and accumulates in the sump of the filter vessel. For purposes of removal of this water, a manual valve is provided which must be drained daily. In addition, automatic drain and water slug valves are provided on all filter/separator units to provide the following:

1. Automatically drain the accumulated water from the filter/separator when the level of water reaches a predetermined height.
2. Automatically stop the flow of product from the filter/separator in the even of a sudden excessive slug of water entering the unit and/or when the level of the separated accumulated water reaches a predetermined height in the main body of the vessel.

In order to accomplish the above functions, the automatic control valve system normally consists of float control, float actuated pilot valve, automatic water drain valve and a water slug valve.

The operation of the water slug and automatic water drain valves is a direct resultant action in response to the float actuated pilot valve. The float is designed to float in water and sink in hydrocarbon liquid products; therefore, when the filter/separator is first put in operation, or with no water present in the sump, the float will be in its bottom condition. When in this position, the slug valve will be open and the automatic water drain valve closed.

As the water starts to accumulate in the sump as a result of the coalescing action of the elements, the float will gradually rise until it is in its "intermediate or middle position". In this position, the automatic water drain valve will open permitting water to drain from the sump. The water slug valve will remain open. If the water caused the float to rise to its "top position" because the separated water is accumulating after than the automatic drain will permit disposal of, the water slug valve will be closed, stopping flow of product though the filter/separator.

The automatic drain valve will remain open until the water has been lowered, at which time the automatic drain will close and water slug reopen, as a result of the float returning to its lowest position.

If a sudden excessive slug of water should enter the vessel, the float will rise to its “top position” almost instantly, thereby closing the water slug valve which will remain closed until the water has been disposed of.

Based upon the operation of the automatic water control system, as described above, it is imperative that this system be kept operative i.e. maintained properly. Under no circumstances should the automatic water drain line to be “plugged or capped”, as this action would render the assembly inoperative.

Float testers are available which permit a manual raising of the float assembly to check its proper operation (Request information from Aviation Operation Representative.)

### C. Indicators of Possible Filter/Separator Malfunctions and Criteria for Replacement

The best indicators of the condition of the filter/separator elements are:

1. The difference in color of the Millipore membranes, taken both before and after the filter.
2. The Differential pressure drop across the unity.
3. The amount of free water remaining in the product downstream of the Filter/separator (as measured by Aqua-Glo 11).

For these reasons, the following criteria shall be used for element replacement.

1. Elements shall be changed when the pressure differential reaches 15 PSI (measured at normal flow of the unit) or after 24 months of service, whichever condition is satisfied first.

#### NOTE

Upon the installation of a new filter unit or upon replacement of elements, an initial differential pressure reading of one (1) or two (2) PSI is considered normal. The differential pressure should show a progressive increase during use.

2. Elements of filtration units shall additionally be changed, whenever the Millipore test filter fails to meet acceptable criteria, as established in this manual.
3. If, during use, a drop in pressure differential reading of two (2) PSI or more at approximately the same rate of flow is observed, a condition of filter

element rupture or malfunction of the pressure gauge is indicated. Immediate corrective action must be taken.

4. If, when measured with Aqua-Glo 11, product downstream of the filter/separator contains greater than 5 PPM water.

A further indicator of the condition of the elements is the daily sample taken from the sump of the filter/separator. Normally, the sample should contain little or no water, particles, or rust, and should be comprised of product, which is clean and bright. If the sample is found to contain any abnormal deposits, such as black water, biological growth, surfactants, excessive accumulations of water or large amounts of particle contamination, this condition is an indication that either the filter/separator unit itself or both, are not working properly. Indicator, as enumerated above, should be considered as “danger signals”, with immediate notification of the Operation Representative. The cause of the problem should be determined by examining all of the individual parts of the distribution system, including tanks, filter/separators, and refueling equipment. In general, if the source of the problem can be isolated quickly, corrective action taken promptly, there will be minimum of down time for the system.

#### IV. Airport Storage Identification Requirements

Major oil companies incorporate the current API identification specification throughout its aviation fuel supply and distribution system. In order to maintain uniformity throughout this system, up to and including delivery into the aircraft, each dealer shall comply with the following identification system.

##### A. Product Naming

Product naming consists of designation for the different grades of aviation gasoline's and turbine fuels in use.

##### 1. Aviation Gasoline Grades

Named by using the general term AVGAS followed by one number or one number and two letters. These grades are as follows:

- a. AVGAS 80
- b. AVGAS 100LL
- c. AVGAS 100

AVGAS 80 AND 100 AFRE MARKETED IN LIMITED AREAS

## 2. Aviation Turbine Fuels

Named by using the general term AVJET followed by a letter

### AVJET A

#### NOTE

The product naming system shall be used on all equipment-tanks, valves receiving and discharge lines, connection points, etc. except in areas where there is not sufficient space. In the latter case, the equipment will be identified by either the Banding or Color Coding System discussed below.

#### B. Color Coding of Aviation Gasoline's and Turbine Fuels

Color Coding consists of designating a color to be used with each product.

##### 1. Aviation Gasoline Grades

This color has been arbitrarily selected to define the product and not be confused with any other aviation product.

##### 2. Aviation Turbine Fuels

The Banding System consists of a single band around the pipe or hose of the proper color for AVGAS lines, and band for AVJET lines as required. The bands should be approximately 4-inches (10-cm) wide and are to be painted completely around the pipe in order to be visible from all sides. Bands are to be used adjacent to the product name as well as by themselves where required to properly identify the piping and equipment in aviation services.



Part III

Millipore Test Procedure

PAGES

SUBJECT

1 – 7

Procedure

## PROCEDURE

(Note – Daily Airport Storage Checks must be performed before conducting Millipore Test.)

- A. The field monitor kit will be assembled as show in figure 5-1 and 5-2.

(Note – Approved Kits are: Gammon Mini-Monitor Kits GT172 or Millipore Fluid Sampling Kit XX64-037-30.)

- B. Check to see that the three way valve is in the OFF position noted in figure 5-3. Remove the protective cap and plug from the quick release valve and insert the nipple into appropriate (depending on the product and/or filtering device to be evaluated i. e. prior to or after filter/separator, clay, product receipt, etc.) product sampling tap.
- C. Connect a flushing line to the monitor holder.
- D. Configure Fuel Delivery System as required to obtain sample desired (i. e. recalculate, product receipt, product loading etc.) and start product flow.
- E. Turn the three-way valve to FLUSH and collect one gallon (4 liters) of fuel into a PREMARKED white bucket.
- F. Turn the three-way valve to TEST and collect one gallon (4 liters) of fuel into a PREMARKED white bucket.

(Note – During the obtaining of the one gallon test sample, no valves in the fuel system should be disturbed.)

- G. Turn the three-way valve to OFF, remove test apparatus, stop product flow and reconfigure fuel system as desired.

## CAUTION

**After flow has stopped, let at least 2 minutes pass before starting disassembly to allow decay of any electrostatic charge, which might have built up during the test.**

- H. Remove filter capsule from monitor cylinder.
- I. Remove residual fuel from capsule by using vacuum syringe provided. ATTACH SURINGE TO DISCHARGE SIDE OF CAPSULE.
- J. Separate the capsule halves and remove the filter membrane and back-up pad from the capsule using stainless steel forceps.
- K. Place the filter membrane, intake side up, on a clean absorbent material and let dry.

(Note – Take care not to let the surrounding atmosphere contaminate the drying membrane, thus resulting in an unacceptable rating.)

- L. Compare the “upstream” and downstream” color ratings and interpret the comparison results as follows:
  - 1. If “upstream” and “downstream” color ratings are the same and exceed A-1, B-1 or G1, the filter elements are not functioning properly and must be changed (Probable cause: rupture or surfactant disarmament.)
  - 2. If “upstream” color rating exceeds “downstream” color rating by more than one rating – example: “upstream” rating equals A-3 and “downstream” equals A-3, the elements are porbalby functioning properly and the problem is one of “dirty” fuel in the storage tank.

#### Action

- A. In all cases if a Millipore color rating of 2 is obtained “downstream” of the filter/separator, the AOT Maintenance Division shall be immediately notified.
- B. If the Millipore color rating of AVJET A “downstream” of the filter/separator is 3 or grater, fuel servicing from storage shall be stopped until corrective action is taken.
- C. Cut test membrane is half and attach to “Millipore” cards. Retain one for your files and send other card with ½ membrane to the Agency of Transportation, Maintenance & Aviation Division, National Life Drive – Drawer 33, Montpelier VT 05633, (802) 828-2587. (See Figure 5-4.)

State Run FBO Revenue Report						
Date						
Sales		Amounts		\$	Fuel Remaining	Tank Capacity
JETA	Gallons		Revenue			
100LL	Gallons		Revenue			6000
A/C Oil	QTs		Revenue			
New Hangar Leases	Number		Revenue			
New Tiedown Leases	Number		Revenue			
Transient Tiedowns	Number		Revenue			
Transient Hangar	Number		Revenue			
Pilot Supplies			Revenue			
Other			Revenue			
<b>Activities</b>						
Ground School: Date Scheduled						
Airport Events						
Notes:						

STATE OF VERMONT  
AGENCY OF TRANSPORTATION  
MINIMUM STANDARDS  
FOR COMMERCIAL AERONAUTICAL ACTIVITIES  
ON VERMONT STATE-OWNED AIRPORTS

October 1, 2018

## TABLE OF CONTENTS

SECTION I	Definitions
SECTION II	Statement of Policy
SECTION III	Qualification Requirements
SECTION IV	General Requirements
SECTION V	Minimum Standards
	A. Full Service Fixed-Base Operation
	B. Limited Service Fixed-Base Operation
	C. Aircraft Maintenance, Overhaul and Parts Shop
	D. Specialized Commercial Flying Service
	E. Specialized Aircraft Repair Service
	F. Scheduled Air Carriers and Air Cargo Operators
	G. Commercial Aircraft Hangar Storage Operations
	H. Limitations on Commercial Operators

## SECTION I

### DEFINITIONS AS USED IN THE MINIMUM STANDARDS

ADMINISTRATOR - The Director of the Bureau of Rail and Aviation

AGENCY - The Vermont Agency of Transportation

AIR CARGO OPERATOR - An operator providing only freight and/or mail transportation services for compensation or hire.

AIRPORT - An airport owned by the State of Vermont.

COMMERCIAL AERONAUTICAL ACTIVITIES - Any one or a combination of the following aeronautical services performed in full compliance with the specific activity standards hereinafter set forth.

- A. Full Service Fixed-Base Operation
- B. Limited Service Fixed-Base Operation
- C. Aircraft Maintenance, Overhaul, and Parts Shop
- D. Specialized Commercial Flying Service
- E. Specialized Aircraft Repair Services
- F. Scheduled Air Carriers and Air Cargo Operators
- G. Commercial Aircraft Hangar Storage Operations

Any other activities not specifically provided for in the minimum standards will normally be subject to negotiation.

COMMERCIAL AVIATION OPERATOR - See OPERATOR.

FIXED-BASE OPERATOR (FBO) - An Operator who provides multiple aviation services at an airport, as further defined under "Operator", below, and in Section V, Minimum Standards.

MINIMUM STANDARD - A guideline for the provision of required and permitted services at an airport, as further defined under "Operator", below, and in Section V herein.

OPERATOR - A Commercial Aviation Operator, who is a person or persons, firm, or corporation, engaging in a Commercial Aeronautical Activity based at the Airport which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such aircraft operations, the purpose of such activity being to secure earnings, income, compensation, or profit, whether or not such objective or objectives are accomplished.

SCHEDULED AIR CARRIER - An Operator providing scheduled passenger air transportation services for compensation or hire.

SECRETARY - The Vermont Secretary of Transportation.

## SECTION II

### GENERAL STATEMENT OF POLICY

To promote and develop general aviation, air transportation, and related aeronautical activities at Vermont's State-owned airports, and acting in accordance with Vermont Statutes Annotated, Title 5, Section 203-205, the Secretary hereby establishes certain policies, standards and requirements for Commercial Aviation Operators at all Vermont State-Owned Airports.

A fair and reasonable opportunity, without discrimination, shall be accorded to all applicants to qualify/compete for available airport facilities and the furnishing of selected aviation services, subject however, to minimum standards as established by the Secretary and set forth herein and entitled **“Minimum Standards for Commercial Aeronautical Activities on Vermont State-Owned Airports”**. In all cases where the words “standards” or “requirements” appear in the above-mentioned schedule of standards, it shall be understood that they are modified by the word “minimum.” All operators will be encouraged to exceed the minimums; none will be allowed to operate under conditions below the minimums. These standards shall be enforced by the Administrator.

Contingent upon the operator's qualifications meeting the established minimum standards, the execution of a written agreement with the Agency and payment as due of all rentals, fees, and charges, the Operator shall have the right and privilege of engaging in and conducting the activity or activities selected by the Operator on the Airport as specified by the written contract. The granting of such right and privilege, however shall not afford the Operator the exclusive right of use of the premises and facilities of such Airport other than those premises which may be leased exclusively to the Operator in a written agreement. The Agency reserves and retains the right of the use of such Airport by others who may desire to use the same pursuant to applicable laws, ordinances, codes, minimum standards, and other regulatory measures pertaining to such use. The Agency reserves the further right to designate the specific Airport areas in which single or combinations of aeronautical services may be conducted. Such designation shall give consideration to the nature and extent of the operation and the lands available for such purpose consistent with the orderly and safe operation and future development of the Airport.

If any section of these Minimum Standards is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall neither affect nor impair any of the remaining provisions.



## SECTION III

### QUALIFICATION REQUIREMENTS

The prospective Operator shall submit to the Agency at its designated office at the time of the Operator's application the following information and, thereafter, such additional information as may be requested by the Agency:

- A. Intended Scope of Activities: A detailed description of the scope of the intended operation and the means and methods to be employed to accomplish the contemplated operating standards.
- B. Financial Responsibility: A statement, satisfactory to the Agency, in evidence of Operator's financial responsibility, from a bank or trust company doing business in the State of Vermont or from such other source that may be acceptable to the Agency and readily verified through normal banking channels. The prospective Operator must also demonstrate financial capability to initiate and maintain operations and for the construction of improvements and appurtenances that may be required.
- C. Pro forma Financial Statement: A projection of first-year operating income and expense, prepared in accordance with commonly accepted accounting practices.
- D. Experience: The prospective Operator shall also furnish the Agency with a statement of past experience in the specified aviation services. Such experience shall not be less than the minimums established for each of the respective individual aviation functions involved.

## SECTION IV

### GENERAL REQUIREMENTS

- A. Requirements of a Written Agreement: Prior to the commencement of operations, the prospective Operator will be required to enter into a written agreement with the Agency, which agreement will recite the terms and conditions under which the Operator will operate its business on the Airport, including, but not limited to, the term of agreement; the rentals, fees, and charges; the rights, privileges, and obligations of the respective parties; and other relevant covenants. It should be understood, therefore, that neither the conditions herein contained nor those set forth in the minimum standards represent a complete recitation of the provisions to be included in the written agreement. Such contract provisions, however, will not change or modify the minimum standards or be inconsistent therewith.
- B. Performance Bond: Upon demand by the Agency, the prospective Operator shall, concurrently with the execution by Operator of the aforesaid written agreement, furnish an acceptable performance bond or cash deposit to the Agency, in an amount satisfactory to the Agency.
- C. Hold Harmless Requirement: Operator shall indemnify, defend and save the Agency and its authorized agents, officers, representatives, and employees harmless from and against any and all actions, penalties, liabilities, claims, demands, damages, or losses whatsoever arising directly or indirectly out of acts or omissions of the operator, its agents, employees, servants, guests, members, business visitors, tenants, sub lessees, partners or affiliates, and shall pay all expenses in defending any claims made against the Agency by reason of the operator's tenancy and activities on the Airport. A hold harmless provision shall be included in all written agreements between the Agency and the Operator and shall meet or exceed the minimum requirements of the current version of the Vermont Agency of Administration's Bulletin 3.5, Attachment C.
- D. Insurance: The Operator shall procure and maintain, during the term of the Operator's agreement, insurance of the types and in the minimum limits set forth as determined by the Agency and outlined in the written agreements between the Agency and the Operator. The insurance company or companies writing the required policy or policies shall be licensed to do business in the State of Vermont and, unless the Operator is otherwise directed by the Agency, the Agency shall be named in the policy as an additional insured. The Operator shall furnish evidence of compliance with this requirement in the form of an insurance certificate acceptable to the Agency. The applicable insurance coverage shall be in force during any construction of facilities for the Operator and/or prior to the Operator's entry upon the Airport for the conduct of business. The required insurance shall meet or exceed the minimum requirements of the current version of the Vermont Agency of Administration's Bulletin 3.5, Attachment C.
- E. Compliance with Laws, Etc.: The Operator shall at all times comply with all laws, ordinances, codes, and other regulatory measures applicable to the specific type of operation contemplated by the Operator. The Operator shall procure and maintain during the term of

the agreement all licenses, permits, and other similar authorizations required for the conduct of the Operator's business operations.

F. Miscellaneous

1. The prospective Operator may select one or a combination of the aeronautical services covered by the minimum standards outlined in this document. Where more than one Commercial Aeronautical Activity is proposed, the minimum requirements will vary, dependent upon the nature of individual services in such combination, but will not necessarily be cumulative in all instances. Applicable minimum standards for Operators who plan to provide combinations of services will be discussed with the prospective Operator at the time of the Operator's application or otherwise during lease negotiations.
2. The pertinent minimum standards and requirements for any Commercial Aviation Operator, will be predicated upon the nature of the Operator's initial business venture. If at a later date the business is expanded to encompass new and additional types of services under an appropriate operating agreement, then the minimum standards established for these additional services shall immediately apply.
3. These Minimum Standards will govern all commercial activities on Vermont State Airports unless determined in writing by the Secretary, on a case by case basis, that any exemption is justified to best serve the public interest.
4. The Agency recognizes that certain Operators are presently conducting business on Vermont State-owned Airports and may occupy facilities or be conducting certain operations not in compliance with these minimum standards. The operations of such Operators shall be governed by individual lease provisions determined on a case by case basis; however, any expansion of facilities or operations or any relocation of facilities or operations on the Airport shall be in accordance with these minimum standards.
5. Unless doing business in his or her individual name, the prospective Operator is required to be registered to do business in the State of Vermont with the Vermont Secretary of State prior to execution of the agreement by the Agency.

## SECTION V

### MINIMUM STANDARDS

The Minimum Standards for Commercial Aeronautical Activities outlined in this document are not intended to be all inclusive, as the Operator of a commercial venture who is based on the Airport will be subject to applicable laws, codes, ordinances, and other similar regulatory measures, including Airport rules and regulations pertaining to all such activities.

A written agreement, properly executed by the Agency and the Operator, is a prerequisite to tenancy on the Airport and the commencement of any operations thereon. The contract provisions however, will be compatible with the minimum standards herein contained and will not change or modify the standards themselves.

Information relative to rentals, fees, and charges applicable to the several aeronautical services included herein will be made available to the prospective commercial operator by the Agency at the time of application or during the contract negotiations.

The following schedules set forth the minimum standards for an operator engaging in one or more selected commercial aeronautical activities at Vermont State Owned Airports:

#### A. Full Service Fixed-Base Operation

##### 1. Minimum Services Required

- a. Adequate ramp service, for general aviation aircraft users, with a qualified attendant available seven (7) days a week, eight (8) hours a day with one-hour call out availability when requested.
- b. Sale of aviation gasoline, fuel, oils and lubricants of kinds customarily sold to general aviation aircraft users. Aviation gasoline and/or fuel shall be made available (24) hours a day and (7) days a week.
- c. Tie-down and hangar storage for aircraft, both itinerant and local, if available.
- d. Provide moving/towing service for aircraft
- e. Maintenance, repair and servicing of aircraft, aircraft engines and parts on site. Certified Airframe and Power Plant Mechanic (A&P) and Inspection Authority (IA) onsite.
- f. Maintenance of adequate inventory of the necessary aircraft parts and accessories to maintain, repair and service general aviation aircraft.

- g. Provide by FAA-Certified Instructor, Flight Instruction Certificates and Ratings for private, instrument, commercial and flight instructor in accordance with the Practical Test Standards and (14 CFR Part 61).
- h. Aircraft rental/leasing for the flying public and flight students
- i. Operation of aviation Universal Communications station (UNICOM), if requested by Agency.
- j. Removal of disabled aircraft with reason
- k. Coordinate ground transportation including rental cars if requested

2. Services Permitted

Privileges which may be exercised by a full-service fixed base operator shall include, but not necessarily be limited to:

- a. Sale of new or used aircraft.
- b. Non-scheduled aircraft charter operations.
- c. Operation of specialized commercial flying service
- d. Operation of specialized aircraft repair service.
- e. Repair of aviation radios, aircraft instruments, accessories and propellers
- f. Aircraft painting, upholstery, restoration and refinishing
- g. Other aviation activities specifically authorized by the Agency.

3. Minimum Land and Improvement Requirements

- a. The minimum ground leased and operational area for a full-service FBO shall be 14,000 square feet.
- b. The minimum facilities required shall be as follows:
  - (1) One aircraft maintenance hangar of not less than 2,000 square feet.
  - (2) One aircraft storage hangar of not less than 2,000 square feet.
  - (3) Fuel farm facility which will include, at a minimum an operable Avgas dispensing unit, with no less than 2,500 square feet per fuel type.
  - (4) Office building (either separate or adjoining) adequate to house an office, pilot's lounge, a public waiting room, lounge area, telephone, sanitary public restroom facilities, and adequate shop area.
  - (5) Paved ramp area of not less than 5,000 square feet with access to hangars.
  - (6) Adequate tie-down area (to accommodate not less than ten (10) aircraft of which at least three (3) shall be designated for itinerant and seven (7) for local general aviation aircraft), and wash area.
  - (7) Adequate customer car parking, as approved by the Agency.

4. Minimum Prior Experience

A minimum of three (3) years satisfactory prior experience in the business of fixed base operations or such other related business as may be determined acceptable by the Agency in lieu thereof.

5. Minimum Public Service Hours

Seven (7) days a week, eight (8) hours a day, as approved by Agency, with a qualified attendant.

B. Limited Service Fixed-Base Operation

1. Minimum Services Required

- a. Adequate hangar storage for aircraft.
- b. Flight Training.
- c. Aircraft rental business.

2. Services Permitted

Any of the following additional services may be provided by a limited service fixed base operator.

- a. Sale of new or used aircraft.
- b. Non-scheduled aircraft charter operations.
- c. Operation of specialized commercial flying service.
- d. Ramp services, including preheating and deicing.
- e. Other aviation activities specifically authorized by the Agency.

3. Minimum Requirements: adequate hangar, ramp, office, and public service facilities; adequate prior experience; adequate hours of operation.

C. Aircraft Maintenance, Overhaul, and Parts Shop

1. Services Required and Limited To:

- a. Maintenance, repair and servicing of aircraft, aircraft engines and parts.
- b. Availability of adequate inventory of the necessary aircraft parts and accessories to maintain, repair and service aircraft.

2. Minimum Requirements

Adequate hangar, ramp, office, and public service facilities; adequate prior experience; adequate hours of operation. At least one employee shall be a licensed airframe and power mechanic.

D. Specialized Commercial Flying Service

1. The following individual operations are classified as a specialized commercial flying service:
  - a. Sightseeing flights
  - b. Crop dusting
  - c. Banner towing and aerial advertising
  - d. Aerial photography, mapping, or survey
  - e. Aerial firefighting
  - f. Power line or pipeline patrol
  - g. Glider operations
  - h. Sale of new or used aircraft
  
2. Minimum Requirements

Adequate hangar, ramp, office, and public service facilities; adequate prior experience; adequate hours of operation.

E. Specialized Aircraft Repair Services

1. The following individual operations are classified as a specialized aircraft repair service:
  - a. Repair of aircraft radios
  - b. Repair of aircraft propellers
  - c. Repair of aircraft instruments
  - d. Repair of aircraft accessories
  - e. Aircraft paint shop
  - f. Aircraft upholstery shop
  - g. Aircraft restoring and refinishing
  
2. Minimum Requirements

Adequate hangar, ramp, office, and public service facilities; adequate prior experience; adequate hours of operation.

F. Scheduled Air Carriers and Air Cargo Operators

Minimum requirements will be determined on a case-by-case basis and outlined in the agreement governing the operation between the Agency and Operator. Where a public terminal is located on the airport, a passenger carrying Operator will operate from such terminal and the agreement will provide for the Operator's use of terminal facilities.

G. Commercial Aircraft Hangar Storage Operations

1. The following can be classified as commercial aircraft storage operations:

- a. Commercial use hangars (includes condo hangars) constructed for lease or sale to others.
- b. Private use hangars (includes individually owned condo hangars) constructed originally for hangar owner's personal aircraft but converted by written agreement with the Agency for use by others.

2. Minimum Requirements:

- a. Adequate hangar and ramp space to accommodate the proposed operation.
- b. A copy of the proposed rental agreement between the proposer and Agency lessee, if applicable, including rates and charges.

H. Limitations on Commercial Aviation Operators

1. Any commercial aviation operators other than full service FBOs will be strictly prohibited from engaging in the following activities:
  - a. The sale of fuel for use in aircraft.
  - b. The rental of aircraft tie-down spaces to any person or persons, firm or corporation.
2. Any Operator (excluding Scheduled Air Carriers or Air Cargo Operators who may provide the following for the Operator's own aircraft and/or personnel) who desires to provide any one or a combination of the following services from the Airport shall either: (1) be required to enter into a full or limited service FBO agreement with the State and meet the minimum standards outlined herein, or (2) enter into an Agency approved operating agreement with a tenant who has a valid full or limited service fixed base operator agreement on the Airport. Such agreement must receive the prior written approval of the Agency.
  - a. Flight training
  - b. Non-scheduled aircraft charter operations
  - c. Aircraft rental and lease
  - d. Ramp service, including deicing and preheating

These Minimum Standards for Commercial Aeronautical Activities on Vermont State Airports are hereby adopted on this 15<sup>th</sup> day of October, 2018.

  
\_\_\_\_\_  
Joe Flynn, Secretary of Transportation



**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 15, 2017**

**1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

**6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**16. Taxes Due to the State:**

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

**A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

**B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.

**C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**32. Requirements Pertaining Only to State-Funded Grants:**

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)



# General Terms and Conditions for Contracts for Services

VERMONT AGENCY OF TRANSPORTATION

## CONTENTS

A. INSURANCE .....	3
B. INDEMNIFICATION .....	6
C. GENERAL COMPLIANCE WITH LAWS; RESPONSIBILITY FOR VIOLATION.....	8
D. COMPLIANCE WITH DESIGN SPECIFICATIONS, STANDARDS, MANUALS, GUIDELINES, DIRECTIVES, AND POLICIES. ....	8
E. SEVERABILITY .....	9
F. PROMPT PAYMENT.....	9
G. TERMINATION .....	9
H. PROPRIETARY RIGHTS .....	11
I. PERSONAL CONFLICTS OF INTEREST.....	12
J. ORGANIZATIONAL CONFLICTS OF INTEREST (OCOI).....	16
K. CONFLICT OF INTEREST REMEDIES .....	17
L. CONTRACTOR PERSONNEL.....	18
M. APPROVAL REQUIREMENT FOR HIRING CERTAIN VTRANS EMPLOYEES.....	18
N. ASSIGNMENTS, TRANSFERS AND SUBLETTING .....	19
O. PERFORMANCE AND COMPLETION OF WORK.....	19
P. CONTINUING OBLIGATIONS .....	19
Q. APPEARANCES.....	19
R. CHANGES AND AMENDMENTS. ....	20
S. EXTENSION OF TIME.....	20
T. CONTRACTOR ERRORS AND OMISSIONS .....	21
U. DISPUTE RESOLUTION .....	21
V. RETAINAGE AND LIQUIDATED DAMAGES .....	22
W. NO ADVANTAGE FROM ERRORS OR OMISSIONS IN CONTRACT DOCUMENTS.	22

X. HOSTILE ACTS .....22

Y. RESPONSIBILITY FOR SUPERVISION .....22

Z. WORK SCHEDULE AND PROGRESS REPORTS. ....22

AA. WORK ASSIGNED UNDER PRIMARY-TYPE CONTRACTS .....23

BB. UTILITIES .....23

CC. PUBLIC RELATIONS.....23

DD.INSPECTION OF WORK .....23

EE. WRITTEN DELIVERABLES/REPORTS.....24

FF. ELECTRONIC DATA MEDIA.....24

GG. REVIEWS AND APPROVALS. ....24

HH. PAYMENT PROCEDURES.....24

II. AUDIT REQUIREMENTS.....24

JJ. RECORDS RETENTION .....25

KK. REGISTRATION WITH SECRETARY OF STATE.....25

LL. SITE VISIT .....26

MM. MARKETING .....26



The following terms and conditions are incorporated into the contract in addition to those contained in Attachment C, the Vermont Standard Provisions for Contracts and Grants, except where noted that the terms herein are substitutions for those contained in the Vermont Standard Provisions for Contracts and Grants.

## A. INSURANCE

### 1. Basic Insurance Requirements for All Contracts for Services:

#### a. Prime Contractor:

For any work, a prime contractor must at minimum have and maintain throughout the life of the contract insurance coverage in types and amounts meeting or exceeding the State's standard insurance requirements specified in the State's Attachment C in effect at inception of the contract.

When a contract is amended, if a new Attachment C was adopted since the execution of the original contract, then the new Attachment C insurance requirements will apply as of and after amendment.

Certain types and settings of work require additional types and amounts of insurance coverage, beyond Attachment C requirements, as specified at Sections 2.e. and 3 below, which the Contractor must obtain and maintain throughout the life of the contract.

#### b. Subcontractors:

Subcontractors are required to have insurance coverage in types and amounts meeting or exceeding the prime contractor's insurance obligations to the State, including any additional types and amounts of insurance coverage for certain types and settings of work as specified at Sections 2.e and 3 below.

As to subcontractors, a prime contractor is obligated, for each of its subcontractors, to verify and maintain evidence of verification that each subcontractor carries all VTrans-required insurances. Subcontractors must do the same for their sub-subcontractors.

### 2. Workers Compensation Verification Compliance (*applies to both prime and subcontractors*):

#### a. In accordance with Act 54 of 2009,<sup>1</sup> and as subsequently amended, for total project costs over \$250,000, all contractors and subcontractors must have, when applicable:

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,

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<sup>1</sup> See: Act 54 of 2009, § 32; Act 142 of 2010, § 17; Act 50 of 2011, § 6, as available at: <https://legislature.vermont.gov/>

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 job site, and the same information for the subcontractors regarding their subcontractors shall also be provided to the Department of Labor and to the [Department of Financial Regulation], upon request, and shall be available to the public.

- b. Contractors and subcontractors must preserve and retain the above discussed documentation seven (7) years, per section JJ of this document.
- c. VTrans has the right to audit contractors' and subcontractors' compliance with the above; however, contractors and subcontractors should be in good standing at all times with this monitoring obligation, regardless of whether or how often VTrans conducts such audits.
- d. VTrans reserves the right to require contractors and subcontractors to submit periodic attestations of compliance with these workers compensation verification requirements.
- e. Contract-specific risk and insurance:
  - i. Where the subject matter of the contract gives rise to specific insurance obligations under the Federal Motor Carrier Safety Act ("FMCSA") <https://www.fmcsa.dot.gov>, which applies to both certain transport of passengers and certain materials of environmental concern, contractors and subcontractors must comply with the FMCSA insurance requirements.
  - ii. Environmental and pollution insurance coverage may also be required when the State, in its sole discretion, determines it to be required under the scope and subject matter of a contract.
  - iii. VTrans reserves the right to require other additional types or amounts of insurance for specific contracts when, in VTrans' sole discretion, it is prudent to do so in relation to the details of a particular contract.

3. Additional Types and Amounts of Insurance for Certain Subjects and Settings of Contracts for Services:

One or more types and amounts of the insurance coverages specified below will apply when the subject or setting of work falls within the scope(s) specified and described below:

a. For Design/Engineering Professional Services for a Specific Contracts:

- i. Where Contractor's work under the contract provides in whole or part design/engineering professional services for one or more specific projects, then before commencing work and throughout the term of this contract, contractor must provide Professional Liability insurance for all relevant services performed

under this Agreement, with minimum coverage of no less than two million dollars (\$2,000,000) per claim and two million dollars (\$2,000,000) policy aggregate.

- ii. The required Professional Liability insurance coverage must be maintained continuously for five (5) years after the final acceptance of any construction that may be developed as a result of such design work, even if the construction is performed under a separate contract or project.
- iii. Separate from task or project-specific requirements to maintain coverage, if contractor for any reason ceases operations, the contractor shall be responsible to obtain and maintain professional liability coverage that extends for not less than five (5) years after such cessation of operations.

4. Valuable Papers and Records Insurance:

Where contractor's work under the contract will in whole or part consist of providing the State with designs, plans, drawings, analyses, studies, reports, data, or other professional work product, contractor shall carry Valuable Papers and Records Insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other information or data relating to the work, whether supplied by the State or developed by the contractor, subcontractor, worker, or agent, in the event of loss, impairment, or destruction. Such coverage shall remain in force until the final work product as well as all related materials have been delivered by the contractor to, and accepted by, the State. Valuable Papers and Records Insurance shall provide coverage on an "individual occurrence" basis with limits in the amount of at least one hundred thousand dollars (\$100,000).

5. Railroad Protective Liability:

- a. When any portion of contractor's or a subcontractor's work under the contract involves work on, over, or under the right-of-way of any railroad, the contractor shall provide and file with the Agency, with respect to the operations that it or its subcontractor perform under the contract, Railroad Protective Liability Insurance for and on behalf of the railroad as named insured, with the State and its officers and employees specified as additional insured.
- b. If Railroad Protective Liability insurance is required, the contractor shall obtain and submit the minimum coverage indicated above to the State prior to the commencement of rail-related work and activities, and shall maintain coverage until contractor notifies the State and the railroad that contractor has completed and ceased work on, over, or under the railroad right-of-way, and both State and railroad have concurred that contractor may terminate the railroad protective liability. Railroad coverage limits must meet or exceed:

- i. Not less than two million dollars (\$2,000,000) for all damages arising out of any one accident or occurrence, in connection with bodily injury or death and injury to or destruction of property; and
- ii. Subject to that limit per accident, a total (or aggregate) limit of six million dollars (\$6,000,000) for all injuries to persons or property during the policy period.

The Contractor shall file the original and one (1) copy of the Railroad Protective Liability policy with the State, who will provide the original to the appropriate railroad.

6. Information Technology Contracts:

- a. For contracts determined by the State to fall within the category of “information technology activity” as defined in statute at 3 V.S.A. §3301(b)(2), additional types and amounts of insurance will typically be required, and may change over time, either as to general standards or with regard to the subject matter or potential risk exposure in a specific IT transaction.
- b. As of the issuance of these General Terms and Conditions, the required IT insurance types include: Technology Professional Liability insurance with third-party coverage, and, if contractor has access to, processes, handles, collects, transmits, stores, or otherwise deals with State Data, Contractor shall maintain first party Breach Notification Coverage, which shall include the State of Vermont and its officers and employees as additional insureds.
- c. Information technology contracts will also generally require their own set of additional specific terms and conditions, derived from the then-applicable templates issued by the Agency of Digital Services and the Office of Purchasing and Contracting within the Department of Buildings and General Services.

## B. INDEMNIFICATION

1. Basic Indemnification Requirements (any contract for services):

a. Prime Contractor:

Except as specifically provided below, a prime contractor must act in an independent capacity and defend and indemnify the State in accordance with the State’s then-current Attachment C

b. Subcontractors:

Except as specifically provided below, the prime contractor must include requirements as to independence, defense, and indemnity, matching Attachment C and identical to those in the prime contractor’s contract with State, in the prime contractor’s contracts with subcontractors. Subcontractors must do the same for their sub-subcontractors.

2. For Design/Engineering Professional Services for a Specific Projects:

a. Prime Contractor:

Where a contract is for design/engineering professional services for a specific project, or, when a contract contains a mixed scope of work that in part consists of tasks of such professional design services for a specific project or projects, then as to, and only as to, those specific professional design services, the provisions of Standard Attachment C on the subjects of “Defense and Indemnity” (numbered item 7 in the December 2017 version of Attachment C, and any equivalent provisions, however numbered, in any subsequently-issued Attachment C) are stricken in their entirety and replaced in full by the following:

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in providing “non-professional services” under this Agreement. As used herein, “non-professional services” means services provided under this Agreement other than professional services relating to the design and/or engineering of all or part of the project. The State shall notify the Party in the event of any such claim or suit covered by this Subsection, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit arising out of “non-professional services” provided under this Agreement.

Notwithstanding anything to the contrary set forth in Subsection C above, the Party shall not be obligated to defend the State and its officers and employees against claims or suits arising from the Party’s provision of engineering design services or architectural design services. However, the Party’s obligation to defend the State and its officers and employees against all claims or suits arising out of “non-professional services” provided under this Agreement as provided in Subsection C above and the Party’s other obligations under Attachment C shall remain in effect.

The Party agrees to indemnify and hold the State, its officers and employees, harmless from and against monetary damages to third parties, together with reasonable costs, expenses and attorney’s fees incurred and paid by the State in defending claims by third parties (collectively “Damages”) but only in the event and to the extent such Damages are incurred and paid by the State as the proximate cause of negligent acts, errors or omissions (“Professional Negligence”) by the Party, its employees, agents, consultants and subcontractors, in providing the professional services required under this Agreement.

As used herein, “Professional Negligence” or “negligent acts, errors or omissions” means a failure by the Party to exercise that degree of skill and care ordinarily possessed by a reasonably prudent design professional practicing in the same or similar locality providing such services under like or similar conditions and circumstances.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses

arising from any act or omission of the Party arising from the provision of “non-professional services” (as defined herein) under this Agreement.

The Party shall not be obligated to indemnify the State for any Damages incurred by the State attributable to the State’s own negligent acts, errors or omissions or the negligent acts, errors or omissions of its officers, agents or employees, or the acts, errors, omissions or breach of Agreement by persons or entities other than the Party, its employees, agents, consultants and subcontractors.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

b. Subcontractors:

As to subcontractors working under a prime contractor and where the subcontractors are providing such professional design services for a specific project, the prime contractor will include the same design-specific provisions as defined in Section B(2)(a) above in the prime contractor’s own contracts with subcontractors. Subcontractors must do the same for their sub-subcontractors.

## **C. GENERAL COMPLIANCE WITH LAWS; RESPONSIBILITY FOR VIOLATION**

1. The contractor shall observe and comply with all applicable federal, state, and municipal laws, bylaws, ordinances, and regulations in any manner affecting the conduct of the work and the action or operation of those engaged in the work, including all such orders or decrees as exist at present and those which may be enacted, adopted, or issued later, during the course of the work, by bodies or tribunals having any jurisdiction or authority over the work; and the contractor shall defend, indemnify and save harmless the State, any affected railroad(s), and any affected municipality(ies), and all their officers, agents, and employees against any claim or liability arising from or based on the violation of any such law, bylaws ordinances, regulations, order, or decree, whether by the contractor in person, its employee(s), or by the contractor’s subcontractor(s) or agent(s), or employee(s) or agents thereof.
2. If the contractor discovers any provision(s) in the contract contrary to or inconsistent with any law, ordinance, regulation, order, or decree, the contractor shall immediately report it to the Project Manager in writing.

## **D. COMPLIANCE WITH DESIGN SPECIFICATIONS, STANDARDS, MANUALS, GUIDELINES, DIRECTIVES, AND POLICIES**

The contractor shall comply with all applicable statutes, regulations, ordinances, specifications, manuals, standards, guidelines, policies, directives, and any other requirements related to the

contract. In case of any conflict with the items referenced above, the contractor is responsible to ascertain and follow the direction provided by the State.

## E. SEVERABILITY

Provisions of the contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both parties. If for any reason a provision in the contract is unenforceable or invalid, VTrans, in its sole discretion may sever that provision from the contract, and the remaining provisions shall have the same force and effect as if the severed provisions had never been a part of the contract.

## F. PROMPT PAYMENT

1. The contractor, by accepting and signing the contract, agrees to fully comply with the provisions of 9 V.S.A. §§ 4001-4009, also referred to as Act No. 74 of 1991 or the Prompt Payment Act, as amended. Compliance with this clause also satisfied the requirements of 46 CFR § 26.29. applicable to Federally funded contracts.
2. In accordance with 9 V.S.A. Section 4003, notwithstanding any contrary contract provision, payments shall be made within seven days from receipt of a corresponding final or progress payment by the State to the contractor, or seven days after receipt of a subcontractor's invoice, whichever is later. Failure to comply constitutes violation of this contract.
3. On all federal-aid and state funded contracts, the contractor, during the life of the contract and on a monthly basis, shall submit electronically a listing of payments to subcontractors on the form specified by the State and made available at: <http://apps.vtrans.vermont.gov/consultants/>. Electronic reports shall be filed with VTrans Office of Civil Rights by an authorized representative and received in the VTrans Office of Civil Rights on or before the tenth working day after month end. Contractors without access to the internet shall obtain and submit manual reports to the VTrans Office of Civil Rights. Manual reports shall be signed by an authorized representative, sent to the VTrans Office of Civil Rights, and postmarked on or before the tenth working day after month end. There shall be no direct compensation allowed the contractor for this work, but the cost thereof shall be included in the general cost of the work.
4. Violations shall be reported to the VTrans Office of Civil Rights for review. Failure to resolve disputes in a timely manner will result in a complaint made to the VTrans Chief of Contract Administration. In the Agency's judgment, appropriate penalties may be invoked for failure to comply with this specification. Penalties may include debarment or suspension of the ability to submit proposals.
5. This section shall be included in the prime contractor's contract made with all of its subcontractors.

## G. TERMINATION

In addition to the Termination provisions contained in Attachment C, the following terms are included in this contract:

### Termination for Convenience

#### 1. General

- a. The Agency may, with thirty (30) days written notice to the Contractor, terminate the Contract or any portion thereof when such termination would be in the best interest of the Agency. Upon notification, the contractor may be directed to immediately stop all work and incur no further costs under the contract.
- b. Any such termination shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
- c. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- d. No compensation will be allowed for incomplete or eliminated contract items.
- e. Termination of the Contract, or portions thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

#### 2. Contractor Obligations

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

- a. The extent specified in the Notice of Termination, cease work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portions of the work under the Contract that are not terminated.
- c. Terminate and cancel any orders or subcontracts related to the services, except as may be necessary for completion of such portions of the work under the Contract that are not terminated.



- d. Transfer to VTrans all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to VTrans.
- e. Take other actions as may be necessary or as directed by VTrans for the protection and preservation of the property related to the contract which is in the possession of the contractor and that VTrans has or may acquire any interest.
- f. Make available to VTrans all cost and other records relevant to a determination of an equitable settlement.

### 3. Claim by Contractor

After receipt of the Notice of Termination from VTrans, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within sixty (60) days of the effective termination date. Should the Contractor fail to submit a claim within the sixty (60) day period, VTrans may, at its sole discretion, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

### 4. Negotiation

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

## H. PROPRIETARY RIGHTS

1. If a patentable discovery or invention results from work performed under the contract, all rights to such discovery or invention shall be the sole property of the Contractor, but the State and the United States Government shall have an irrevocable, nonexclusive, non-transferable, and royalty free license to each invention in the manufacture, use, and disposition, according to law, of any article or material or use of method that may be developed, as a part of the work under the contract.
2. Publications: All data, valuable papers, photographs, and any other documents produced under the terms of the contract shall become the property of the State of Vermont. The Contractor agrees to allow access to all data, valuable papers, photographs, and other documents at all times. The contractor shall not copyright any material originating under the contract without prior written approval of the State.
3. Ownership of the Work: All studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, photographs, and other material prepared or collected by the contractors ("instruments of professional

service") shall become the property of the State as they are prepared or developed during performance of the work under the contract. If a contractor uses a proprietary system or method to perform the work, only the product will become the property of the State. The Contractor shall not be liable for any reuse, misuse, or alteration of these "instruments of professional service" by the State.

4. The Contractor shall surrender to the State upon demand or submit for inspection at any time any instruments of professional service that have been collected, undertaken, or completed by the Contractor pursuant to the contract. Upon completion of the work, these instruments of professional service will be appropriately endorsed by the Contractor and turned over to the State.
5. Data and publication rights to any instruments of professional services produced under the contract are reserved to the State and shall not be copyrighted by the contractor at any time without written approval of the State. No publication or publicity of the work, in part or in total, shall be made without the consent of the State, except that contractors may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
6. Rights and Remedies Additional: The rights and remedies of the State under this section are in addition to any other rights and remedies that the State may possess by law or under this contract.
7. Decisions Final and Binding: Decisions of the State on matters discussed in this section shall be final and binding.

## I. PERSONAL CONFLICTS OF INTEREST

Contractor employees performing services for the VTrans shall not have, directly or indirectly, a personal conflict of interest with respect to any contract with VTrans and must immediately disclose to VTrans any personal conflicts of interest arising at any time from the bidding process to final contract close-out.

### Definitions

As used in this clause:

1. Contractor Employees means employees and subcontractors of a VTrans contractor.
2. Personal Conflict of Interest means a situation in which a contractor employee has a financial interest, personal activity, or relationship that could impair the individual's ability to act impartially and in the best interest of the Government when performing under the contract.
  - a. Sources of personal conflicts of interest include but are not limited to:

- i. Financial interests of the contractor employee, of close family members, or of other members of the contractor employee's household;
  - ii. Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
  - iii. Gifts, including travel.
- b. Examples. Financial interests referred to above may arise from:
  - i. Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
  - ii. Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);
  - iii. Services provided in exchange for honorariums or travel expense reimbursements;
  - iv. Research funding or other forms of research support;
  - v. Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
  - vi. Real estate investments;
  - vii. Patents, copyrights, and other intellectual property interests; or
  - viii. Business ownership and investment interests.
3. Acquisition Function means supporting or providing advice or recommendations to the following activities of a State agency:
  - a. Planning acquisitions;
  - b. Determining what supplies or services are to be acquired by the Government, including developing statements of work;
  - c. Developing or approving any contractual documents, including documents defining requirements, incentive plans, and evaluation criteria;
  - d. Evaluating contract proposals;
  - e. Awarding Government contracts;

- f. Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services);
  - g. Terminating contracts; and
  - h. Determining whether contract costs are reasonable, allocable, and allowable.
4. Non-public information means any State or third-party information that:
- a. Is deemed by VTrans to be proprietary or confidential, or is exempt from disclosure under the Vermont Public Records Act, 1 V.S.A. § 315, et al, or otherwise protected from disclosure by statute, Executive order, or regulation; or
  - b. Has not been disseminated to the general public and the State has not yet determined whether the information can or will be made available to the public.

## Requirements

The Contractor shall:

1. Have procedures in place to screen employees for potential personal conflicts of interest;
2. Prevent personal conflicts of interest, including not assigning or allowing an employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency; and
3. Prohibit use of non-public information accessed through performance of a Government contract for personal gain.
4. Inform employees of their obligation:
  - a. To disclose and prevent personal conflicts of interest;
  - b. Not to use non-public information accessed through performance of a Government contract for personal gain;
  - c. To avoid even the appearance of personal conflicts of interest;
5. Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;
6. Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause;

7. Report to VTrans any personal conflict-of-interest violation by an employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation.
8. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include:
  - a. Failure by an employee to disclose a personal conflict of interest;
  - b. Use by an employee of non-public information accessed through performance of a Government contract for personal gain; and
  - c. Failure of an employee to comply with the terms of a non-disclosure agreement.
9. In the case of contractors' employees *who perform acquisition functions* for VTrans, screening procedures must include:
  - a. Maintaining and obtaining from each employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:
    - i. Financial interests of the employee, of close family members, or of other members of the covered employee's household;
    - ii. Other employment or financial relationships of the employee (including seeking or negotiating for prospective employment or business); and
    - iii. Gifts, including travel.
  - b. Requiring each employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the employee is performing.

### **Mitigation or Waiver**

1. In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required above, the Contractor may submit a request through the applicable Division Director for:
  - a. An agreement to a plan to mitigate the personal conflict of interest; or
  - b. A waiver of the requirement.
2. The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

3. The Contractor shall:

- a. Comply, and require compliance by the employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or
- b. Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

### **Disclosure**

A mandatory duty is established for the Contractor to disclose procurement fraud, and overpayments, or risk debarment or suspension. The contractor must report fraud, conflicts of interest, bribery, and illegal gratuities in connection with the award or performance of a state contract.

### **Code of Business Ethics**

Contractors are encouraged to have a written code of business ethics and conduct. In addition, the contractor should have an ongoing ethics and compliance training program for principals and employees, as well as a system of internal controls to detect fraud and improper conduct.

## **J. ORGANIZATIONAL CONFLICTS OF INTEREST (OCOI)**

### **Definition**

Organizational conflict of interest (“OCOI”) means that because of other activities or relationships with other persons or entities, a contractor *as a business entity*:

1. Is unable or potentially unable to render impartial assistance or advice to VTrans;
2. Is or may be impaired in its objectivity in performing the contract work (Example: A firm has a contract to inspect work by firms that are its business affiliates); or
3. Has an unfair competitive advantage. (Example: a firm participates in systems engineering and technical direction; preparing specifications or work statements; participates in development and design work; or gains access to the information of other companies in performing advisory and assistance services for the government drafting a scope of work for a project, then bids on the project itself.)

### **Disclosure**

The Contractor shall make an immediate and full disclosure, in writing, to the VTrans Project Manager of any potential or actual OCOI or the existence of any facts that may cause a reasonably prudent person to question the contractor's impartiality because of the appearance or existence of bias or an unfair competitive advantage. Such disclosure shall include a description of the actions

the contractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.

### **Contractors in Management Support Roles**

OCOIs often arise when contractors or subcontractors are employed in management support roles, such as oversight and inspection of the work of other contractors, and the development of designs, requirements, or statements of work or procurement documents such as requests for proposal. Such contracts bear particularly close monitoring to avoid OCOIs. A contractor serving in a management support role may be precluded from providing additional services on projects, activities, or contracts under its oversight due to potential conflicts of interest.

### **OCOI Screening**

Prior to submitting a proposal, each submitter or proposer will conduct an internal review of its current affiliations and will require its team members to identify potential, real, or perceived OCOIs relative to the anticipated procurement. Potential submitters or proposers will be notified that existing or future contractual obligations relative to the proposed procurement may present an OCOI that may require avoidance, neutralization, or mitigation.

### **Disqualification**

Prior to the award of a contract, VTrans may determine that an OCOI exists which would warrant disqualifying the bidder for award of the contract. Vtrans will discuss the matter with the contractor to determine whether the OCOI can be mitigated to VTrans satisfaction by negotiating terms and conditions of the contract to that effect.

### **Subcontracts**

1. The Contractor shall require from its subcontractors full disclosure of any actual, apparent, or potential OCOI, and report such OCOIs to the VTrans Project Manager.
2. The Contractor shall identify and avoid, neutralize, or mitigate any subcontractor OCOI prior to award of the contract to the satisfaction of the VTrans Project Manager. If the subcontractor's OCOI cannot be avoided, neutralized, or mitigated, the Contractor must obtain the written approval from the appropriate VTrans Division Director prior to entering into the subcontract.
3. If the Contractor becomes aware of a subcontractor's potential or actual OCOI after the contract award, the Contractor agrees that VTrans may require the Contractor to eliminate the subcontractor from its team.

## **K. CONFLICT OF INTEREST REMEDIES**

VTrans may terminate this contract, in whole or in part, or decline to make an award to a contractor if, in VTrans sole discretion, it is deemed necessary to avoid, neutralize, or mitigate an actual or

apparent personal or OCOI. No contract for the construction of a project shall be awarded to the firm that designed the project or its subsidiaries or affiliates, except with the approval of the Secretary of Transportation or authorized representative.

1. If a Contractor fails to disclose facts pertaining to the existence of a potential or actual personal or OCOI or misrepresents relevant information to VTrans, VTrans may terminate the contract for default or pursue such other remedies as may be permitted by law or this contract.
2. The Contractor will have the right to appeal a finding of an actual or potential OCOI to the appropriate Division Director, whose decision will be final, subject to further review only as provided for by state law, regulation or procedure.

## L. CONTRACTOR PERSONNEL

1. The Contractor shall employ only qualified personnel to supervise and perform the work. VTrans shall have the right to approve or disapprove personnel hired to perform or supervise work related to the contract.
2. Upon VTrans' request, the Contractor shall supply resumes for staff proposed to work on assignment or under primary contracts for VTrans' review and acceptance or rejection. VTrans retains the right to interview the proposed staff.
3. If contractor has submitted a list of key personnel to VTrans as part of a proposal, the Contractor must notify and seek approval if any changes to the proposed personnel occur during the performance period of the contract.
4. VTrans reserves the right to require removal of any person employed by a contractor from work related to the contract as deemed necessary to protect the interests of the State. The decision of VTrans shall be final and not subject to challenge or appeal beyond the appropriate Division Director.

## M. APPROVAL REQUIREMENT FOR HIRING CERTAIN VTRANS EMPLOYEES

1. Contractors are required to obtain VTrans approval prior to making offers of employment to VTrans employees who are engaged in acquisition functions as defined in paragraph I.3 a-h above, or an individual who was engaged in acquisition functions for VTrans within one year of the end of employment with VTrans. Request for approval must be submitted to the appropriate Division Director.
2. Discussions with current VTrans employees engaged in acquisition functions regarding *potential* employment with a contractor creates a conflict of interest for the employee and is prohibited absent a State approved mitigation plan or waiver.



3. Contractors are encouraged to maintain an open dialogue with VTrans regarding such matters and work toward mutually acceptable avoidance and resolution of any issues.

## **N. ASSIGNMENTS, TRANSFERS, AND SUBLETTING**

1. The Contractor shall not assign, sublet, or transfer any interest in the work covered by the contract without the prior written consent of the State and appropriate federal agencies, if applicable. Further, if any subcontractor participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive the prior written consent of the State.
2. The approval or consent to assign, sublet, or assign any portion of the work shall in no way relieve the Contractor of its responsibility to perform that portion of the work so affected. Except as otherwise provided in these specifications, the form of the subcontractor's contract shall be as developed by the contractor.
3. Any authorized subcontracts shall contain all the same provisions specified for and attached to the original contract with the State.

## **O. PERFORMANCE AND COMPLETION OF WORK**

1. The Contractor shall perform the services specified in accordance with the terms of the contract and shall complete the contracted services by the completion dates specified in the contract.
2. Apart from ongoing obligations (*e.g.*, insurance, ownership of the work, and appearances), upon completion of all services covered under the contract and payment of the agreed upon fee, the contract with its mutual obligations shall be terminated.
3. If, at any time during or after performance of the contract, the Contractor discovers any design errors or other issues that warrant changes, the contractor shall notify the Project Manager immediately. This paragraph also applies to those projects that are under construction or have been constructed.

## **P. CONTINUING OBLIGATIONS**

The Contractor agrees that if, because of a death or other occurrences, it becomes impossible to effectively perform its services in compliance with the contract, neither the contractor nor its surviving principals shall be relieved of their obligations to complete the services under the contract. However, the State may terminate the contract if it considers a death, incapacity, or other removal of any principal(s) or key project personnel to be a loss of such magnitude that it would affect the contractor's ability to satisfactorily comply with the contract.

## **Q. APPEARANCES**

1. Hearings and Conferences. The Contractor shall provide professional services required by

the State that are necessary for furtherance of any work covered under the contract. Professional services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain, or defend its services provided under the contract.

2. The Contractor shall serve as a liaison if the State deems it necessary for the furtherance of the work and participate with the State, at any reasonable time, in conferences, concerning interpretation and evaluation of all services provided under the contract.
3. The Contractor further agrees to participate in meetings with the State, applicable Federal Agencies, or any other interested or affected participants for the purpose of review or resolution of any conflicts pertaining to the contract. The Contractor shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto in accordance with the contract.
4. Appearance as Witness. When required by the State, the Contractor, or an appropriate representative, shall prepare for and appear in, on behalf of the State, any litigation or other legal proceeding concerning any relevant project or related contract. The contractor shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto in accordance with the contract.

## R. CHANGES AND AMENDMENTS

1. VTrans may, upon written notice, require changes, additions, or deletions to the work or contract. Whenever possible, any such adjustments shall be administered under the appropriate fee schedule or payment provisions established in the contract based on the adjusted quantity of work.
2. The State may, upon written notice, and without invalidating the contract, require changes resulting from the revision or abandonment of work already satisfactorily performed by the Contractor or changes in the statement of work section of the contract.
3. If the value of such changes, additions, or deletions is not otherwise reflected in payments to the contractor pursuant to the contract, or if such changes require additional time or expense to perform the work, the contract may be amended accordingly.
4. Changes to the scope, duration or value of the contract will require amendment of the contract, approved by the State's Secretary of Transportation or other official delegated such authority.
5. The Contractor agrees to maintain complete and accurate records, in a form satisfactory to VTrans, for any extra work or additional services in accordance with the contract and the Contractor shall perform such work or services only after an amendment has been fully executed or a written notice to proceed is issued by VTrans.

## S. EXTENSION OF TIME

1. The contractor may request in writing an extension of the allotted time for completion of the work. A request for extension will be evaluated, and if VTrans determines that the justification is valid, an extension of time for completion of the work may be granted. A request for extension of time must be made before the contractor is in default.
2. The decision of VTrans relative to granting an extension of time shall be final and binding, and may result in damages owed to the State by the contractor.
3. Neither party hereto shall be held responsible for delay in performing the work encompassed herein when such delay is due to unforeseeable causes such as, but not limited to, acts of God or a public enemy, fire, strikes, floods, or legal acts of public authorities.

## T. CONTRACTOR ERRORS AND OMISSIONS

1. “Professional negligence” resulting in errors and omissions in the work product of the contractor or subcontractors must be corrected by the contractor at no cost to the State, when it is determined that the error or omission was a direct cause of the contractor’s work. The contractor may be liable for the State’s costs and other damages resulting from errors or deficiencies in designs furnished under its contract.
2. When VTrans becomes aware of an error or omission on the part of the contractor or subcontractors, VTrans will inform the contractor and provide an opportunity for discussion and correction, if applicable. Discussions will not relieve the contractor from complying with any VTrans-ordered corrections.
3. VTrans’ review, approval, or acceptance of or payment for the services required under this contract shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
4. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

## U. DISPUTE RESOLUTION.

1. Design Professionals: In cases where VTrans believes damages are owed by a contractor, VTrans will attempt to negotiate a resolution with the contractor. If requested in writing by either party, negotiations may take the form of structured non-binding mediation with the assistance of a mediator on a “without prejudice” basis. The mediator shall be appointed by agreement of the parties, and the fees split equally between the parties. Negotiations or mediation will not bar either party from pursuing any other available remedies except as mutually agreed to in a written mediation agreement.

2. Construction Services Professionals: The parties shall attempt to resolve any disputes that may arise under the contract by informal negotiation, with the approval of the appropriate Division Director. If the dispute is not resolved, the Director shall issue a decision, which the Contractor may appeal in writing to the Transportation Board, through the Director, within 30 calendar days of the Director's decision. The notice of appeal shall completely outline the nature and extent of the issue(s) appealed and shall include copies of any and all supporting documentation. The decision of the Transportation Board may be appealed to Vermont Superior Court by either party as provided in 19 V.S.A. § 5.

## **V. RETAINAGE AND LIQUIDATED DAMAGES**

1. Pursuant to the provisions of Agency of Administration Bulletin 3.5 – Contracting Procedures, VTrans has considered whether services contracts should contain provisions that provide for liquidated damages and/or retainage. As a general principle, based on experience and policy, VTrans has generally chosen not to include liquidated damages and retainage in its services contracts.
2. Should VTrans believe that liquidated damages or retainage provision are advisable in a particular contract, VTrans will include such provisions in the contract.

## **W. NO ADVANTAGE FROM ERRORS OR OMISSIONS IN CONTRACT DOCUMENTS.**

Neither the contractor nor the State shall take advantage or be afforded any benefit as the result of apparent error(s) or omission(s) in the contract documents. If either party discovers error(s) or omission(s), it shall immediately notify the other.

## **X. HOSTILE ACTS**

Except as provided below, or otherwise agreed to in writing by a duly authorized representative of the State, the Contractor agrees that during the term of this contract, and also after termination of this contract, it will not represent or render assistance to anyone in any matter, proceeding, or lawsuit against or otherwise adverse to the interests of the State or any of its agencies or instrumentalities in a matter, proceeding, or lawsuit related to any aspects of any work or projects to which this contract relates. Contractor also agrees to include written provision in any of contractor's subcontracts with others relating to this contract, providing that such subcontractors also recognize and agree to be bound by this duty of loyalty to the State regarding any aspects of any work or projects to which this contract relates.

## **Y. RESPONSIBILITY FOR SUPERVISION**

The contractor shall be responsible for supervision of contractor employees and subcontractors for all work performed under the contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions, and contents of work performed under the contract.

## **Z. WORK SCHEDULE AND PROGRESS REPORTS**

As required by VTrans, prior to initiating any work, the Contractor shall work with VTrans' Project Manager to develop a work schedule showing how the contractor will complete the various phases of work to meet the completion date and any interim submission dates in the contract. VTrans will use this work schedule to monitor the contractor.

The Contractor during the life of the contract shall make monthly progress reports, or as otherwise determined by the Project Manager, or set forth in the statement of work, indicating the work achieved through the date of the report. The Contractor shall link the monthly progress reports to the schedule. The report shall indicate any matters that have, or are anticipated to, adversely affected progress of the work. VTrans may require the Contractor to prepare a revised work schedule in the event that a specific progress achievement falls behind the scheduled progress by more than thirty (30) days. The revised work schedule shall be due as of the date specified by VTrans.

## **AA. WORK ASSIGNED UNDER PRIMARY-TYPE CONTRACTS**

Specific tasks or projects under primary (ie. retainer or Indefinite Delivery/Indefinite Quantity ["IDIQ"]) type contracts will be awarded and managed as provided in the scope of work section of the contract. Contractors should not begin work on any task or project under a primary contract until they have received authorization as described in the scope of work.

## **BB. UTILITIES**

Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by proposed construction, the Contractor shall consult with the State's Utility Section and initiate contacts or discussions with the affected owners regarding requirements necessary for revision of facilities, both above and below ground. All revisions must be completely and accurately exhibited on detail sheets or plans. The Contractor shall inform the State, in writing, of all contacts with utility facility owners, and the results thereof. Further details should be provided in the scope of work section of the contract.

## **CC. PUBLIC RELATIONS**

Whenever it is necessary to perform work in the field (e.g., with respect to reconnaissance, testing, construction inspection, and surveying) the contractor shall endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the contractor shall conduct themselves with propriety. If there is a need to enter upon private property to accomplish the work under the contract, the Contractor shall inform property owners and tenants in a timely manner and in accordance with relevant statutes. All work will be done with minimum damage to the land and disturbance to the owners thereof. Upon request of the Contractor, the State shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the contractor is acting on behalf of the State.

## **DD. INSPECTION OF WORK**

1. The State and applicable federal agencies shall, at all times, have access to the contractor's work for the purposes of inspection, accounting, and auditing, and the Contractor shall provide appropriate and necessary access to accomplish inspections, accounting, and auditing.
2. The contractor shall permit the State and its representatives the opportunity at any time to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to the contract.
3. A conference, visit to a site, or inspection of the work may be held at the request of the Contractor, State, and appropriate federal agencies.

## **EE. WRITTEN DELIVERABLES/REPORTS**

All communications and deliverables presented under terms of the contract shall be in a form and format identified in the statement of work section of the contract, including, but not limited to CADD Requirements, Data Specifications, and Geographic Information System Requirements.

## **FF. ELECTRONIC DATA MEDIA.**

VTrans Web Page and File Transfer Protocol (FTP) Site Disclaimer. The files located on the VTrans web page and FTP site are subject to change. The contractor is responsible for maintaining contact with VTrans to determine if any changes affect the work produced by the contractor. Although VTrans makes every effort to ensure the accuracy of its work, it cannot guarantee that transferred files are error free.

## **GG. REVIEWS AND APPROVALS.**

All work prepared by the Contractor, subcontractors, and representatives thereof pursuant to the contract shall be subject to review and approval by VTrans. Approval for any work shall be documented in writing. Approvals shall not relieve a contractor of its professional obligation to correct any defects or errors in the work at the contractor's expense.

The pertinent federal agencies may independently review and comment on the contract deliverables. The Contractor, through VTrans, shall respond to all official comments regardless of their source. The Contractor shall supply VTrans with written copies of all correspondence relating to reviews. All comments must be satisfactorily resolved before the affected work is advanced.

## **HH. PAYMENT PROCEDURES**

Payment procedures will be set forth in Attachment B.

## **II. AUDIT REQUIREMENTS**

1. Design and Engineering Contracts of Five Hundred Thousand Dollars (\$500,000.00) and over:
  - a. Annually, the Contractor shall furnish the State with independently-prepared, properly supported indirect cost rates for all the time periods covered under the contract. These rates must be developed in accordance with the cost principles in 48 CFR Part 31. Unless otherwise specified in the contract, the Contractor's overhead rate shall be based on actual, audited overhead costs.
  
2. **Design and Engineering Contracts** Under Five Hundred Thousand Dollars (\$500,000.00):
  - a. The contractor may submit internally generated indirect cost computations and the related schedules.
  
  - b. Additional information may be requested from a new contractor executing a contract under \$500,000.00 or in some cases from contractors with existing or previous contracts with the State if any of the following conditions or areas of concern exist:
    - i. There is insufficient knowledge of the consultant's accounting system.
  
    - ii. There is previous unfavorable experience regarding the reliability of the consultant's accounting system
  
    - iii. The contract involves procurement of new equipment or supplies for which cost experience is lacking.
  
    - iv. There have been issues with adherence to Federal and State regulations and policies.
  
    - v. Capacity – ensuring ongoing delivery

## **JJ. RECORDS RETENTION:**

The Contractor shall maintain all records related to the contract for a period of seven (7) years unless required to keep them longer as indicated Federal provisions or in the scope of work section of the contract.

## **KK. REGISTRATION WITH SECRETARY OF STATE**

1. The Contractor shall be registered with the Vermont Secretary of State to do business in the State of Vermont if the Contractor:
  - a. Is a domestic or foreign corporation,

- b. Is a resident co-partner or resident member of a co-partnership or association,
  - c. Is a non-resident individual doing business in Vermont in his or her individual capacity,
  - d. Is doing business in Vermont under any name other than the Contractor's own personal name.
2. This registration must be complete prior to contract execution and maintained throughout the life of the contract.

## LL. SITE VISIT

Where relevant to the work to be performed under the contract, contractors must inspect physical locations of construction when required in the statement of work and will not be compensated for any differing site conditions that could have been discovered during the inspection.

## MM. MARKETING

The Contractor is prohibited from representing in marketing or promotional materials that VTrans is a co-sponsor in any project, or otherwise representing any sort of collaboration or partnership with VTrans; making claims of general endorsement by VTrans; and from using the VTrans logo, seal, or letterhead. In accordance with Attachment C, Standard State Provisions for Contracts and Grants, the Contractor has VTrans permission to refer to the fact that the Contractor has, or previously had, contracts with VTrans in marketing or promotional materials, as long as purely factual statements are made, and no general endorsement is asserted. Additionally, the Contractor may provide factual information regarding work under VTrans projects to other potential employers or identify designated VTrans employees or officials who could be consulted by as a reference about such prior work for VTrans. Designated VTrans employees may provide factual information regarding a Contractor's work under VTrans contracts to third parties requesting references. Contractor's providing false information regarding work under VTrans contract will be subject to administrative, civil, and criminal penalties.

Approved By: \_\_\_\_\_

E-SIGNED by Joe Flynn  
on 2020-05-29 18:21:30 GMT

**Secretary of Transportation**



## 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:

STATE OF VERMONT  
AGENCY OF TRANSPORTATION

November, 1985  
CA-109

**CONTRACTOR'S EEO CERTIFICATION FORM**

Certification with regard to the Performance of Previous Contracts of Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he/she has \_\_\_\_\_, has not \_\_\_\_\_ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246 as amended, and that he/she has \_\_\_\_\_, has not \_\_\_\_\_, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Company	By	Title
---------	----	-------

NOTE: The above certification is required by the Equal Employment Opportunity regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt.) Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration, or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

RFP/PROJECT NAME & NUMBER:  
DATE:

**WORKER CLASSIFICATION COMPLIANCE REQUIREMENT**

**Self Reporting  
Form 1 of 2**

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

The Vermont Agency of Transportation, in accordance with Section 32 of Act 54 (2009), as amended by Section 17 of Act 142 (2010) and further amended by Section 6 of Act 50 (2011), and for total projects costs exceeding \$250,000.00, requires bidders comply with the following provisions and requirements.

Bidder is required to self report the following information relating to past violations, convictions, suspensions, and any other information related to past performance and likely compliance with proper coding and classification of employees. The Agency of Transportation is requiring information on any incidents that occurred in the previous 12 months. Attach additional pages as necessary. If not applicable, so state.

Summary of Detailed Information	Date of Notification	Outcome

**WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** Bidder hereby certifies that the company/individual is in compliance with the requirements as detailed in Section 32 of Act 54(2009), as amended by Section 17 of Act 142 (2010) and further amended by Section 6 of Act 50 (2011).

Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax Number: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Signature (Request/Report Not Valid Unless Signed) \*

(Type or Print)

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

<b>DO NOT WRITE IN THIS SPACE – AGENCY USE ONLY</b>	
VDOL CHECKED RE: ACT 54 2009, AND AMENDMENTS	<input type="checkbox"/>

**WORKER CLASSIFICATION COMPLIANCE REQUIREMENT**

**Subcontractor Reporting Form  
Form 2 of 2**

**This form must be completed in its entirety by the Contractor and included in all requests to sublet or assign work as outlined in Section 108.01 of the Standard Specifications for Construction. This form must be updated as necessary and provided to the State as additional subcontractors are hired.**

The Agency of Transportation in accordance with Act 54, Section 32 of the Acts of 2009 and for total project costs exceeding \$250,000.00 requires the contractor to comply with the following provisions and requirements:

The Contractor is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured 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.

Additionally, the Contractor shall collect and retain evidence of subcontractors' workers' compensation insurance, such as the ACORD insurance coverage summary sheet. Agency of Transportation will periodically verify the Contractors' compliance.

<b>Subcontractor</b>	<b>Insured By</b>		<b>Subcontractor's Sub</b>	<b>Insured By</b>

Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax Number: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Send Completed Form to: Vermont Agency of Transportation  
Contract Administration  
Barre City Place  
219 North Main Street, Suite 105  
Barre, Vermont 05641



State of Vermont

**Executive Order 02-22 Vendor Certification**

Contractor:

RFP Name OR Contract Number:

Contract Subject Matter/Description:

On March 3, 2022, Governor Phil Scott issued Executive Order No. 02-22, which in part requires a review of all contracts for Russian-sourced goods and goods produced by Russian entities. The Executive Order can be found here: <https://governor.vermont.gov/content/executive-order-02-22-solidarity-ukrainian-people>

The State is required to secure your response to this certification request. You should (1) either check Box A below, or check Box B and complete the associated table accordingly, and (2) sign below certifying that the form is accurate on behalf of your organization with respect to whether Russian-sourced goods and goods produced by Russian entities are being provided to the State of Vermont under the Contract.

- A. Contractor hereby certifies that in connection with the RFP or Contract, none of the applicable goods or services are Russian-sourced goods and/or produced by Russian entities.
- B. If the non-use box is not checked in Section A above, Contractor hereby indicates that certain products provided under this RFP and resulting contract with the Sate of Vermont are Russian-sourced goods and/or produced by Russian entities, as described in the table below.

In addition, identify where indicated in the table, which goods are Russian-sourced and/or produced by Russian entities. An additional column is provided for any note or comment that you may have.

Equipment, Product or Service Provided	Contractor Note of Comment

**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:**

**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 3**

**Company Name:**

**Contact Name:**

**Phone:**

**E-mail:**

**Contractor and Sub-Contrators Information**

*Use additional pages as necessary*

<b>Name of Your Company</b>	
<b>Mailing Address</b>	
<b>Office Telephone</b>	
<b>Contact Person #1 Name</b>	
<b>Telephone</b>	
<b>Email</b>	
<b>Contact Person #2 Name</b>	
<b>Telephone</b>	
<b>Email</b>	
<hr/>	
<b>Name of Company (sub)</b>	
<b>Mailing Address</b>	
<b>Office Telephone</b>	
<b>Contact Person #1 Name</b>	
<b>Telephone</b>	
<b>Email</b>	
<b>Contact Person #2 Name</b>	
<b>Telephone</b>	
<b>Email</b>	
<hr/>	
<b>Name of Company (sub)</b>	
<b>Mailing Address</b>	
<b>Office Telephone</b>	
<b>Contact Person #1 Name</b>	
<b>Telephone</b>	
<b>Email</b>	
<b>Contact Person #2 Name</b>	
<b>Telephone</b>	
<b>Email</b>	
<hr/>	
<b>Name of Company (sub)</b>	
<b>Mailing Address</b>	
<b>Office Telephone</b>	
<b>Contact Person #1 Name</b>	
<b>Telephone</b>	
<b>Email</b>	
<b>Contact Person #2 Name</b>	
<b>Telephone</b>	
<b>Email</b>	
<hr/>	

<b>Submitted By (Your Company):</b>	
<b>Name of Company (sub)</b>	
<b>Mailing Address</b>	
<b>Office Telephone</b>	
<b>Contact Person #1 Name</b>	
<b>Telephone</b>	
<b>Email</b>	
<b>Contact Person #2 Name</b>	
<b>Telephone</b>	
<b>Email</b>	
<b>Name of Company (sub)</b>	
<b>Mailing Address</b>	
<b>Office Telephone</b>	
<b>Contact Person #1 Name</b>	
<b>Telephone</b>	
<b>Email</b>	
<b>Contact Person #2 Name</b>	
<b>Telephone</b>	
<b>Email</b>	
<b>Name of Company (sub)</b>	
<b>Mailing Address</b>	
<b>Office Telephone</b>	
<b>Contact Person #1 Name</b>	
<b>Telephone</b>	
<b>Email</b>	
<b>Contact Person #2 Name</b>	
<b>Telephone</b>	
<b>Email</b>	
<b>Name of Company (sub)</b>	
<b>Mailing Address</b>	
<b>Office Telephone</b>	
<b>Contact Person #1 Name</b>	
<b>Telephone</b>	
<b>Email</b>	
<b>Contact Person #2 Name</b>	
<b>Telephone</b>	
<b>Email</b>	

**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 Challenge<sup>SM</sup> Certification

Other Internationally Recognized Building Certification:

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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:

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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: