



State of Vermont
Contract Administration
One National Life Drive
Montpelier VT 05633-5001
<http://vtrans.vermont.gov/>

Agency of Transportation
Finance & Administration
[phone] 802-828-2641
[fax] 802-828-5545

November 16, 2017

Request for Proposals (RFP): Maintenance Retainer Services Agreement - Roadside Mowing

The State of Vermont, acting through the Agency of Transportation (VTrans), is requesting proposals for statewide roadside mowing services. All work will be accomplished in accordance with the Scope of Work dated November 2017, the provisions set forth in this Request for Proposals (RFP), and all applicable State, Federal, and Agency Standards, Policies, and Specifications.

VTrans intends to select more than one (1) Contractor to perform these services and will enter into maintenance retainer service agreements covering a two-year period. VTrans may extend one or more of the contracts for up to two additional one-year periods.

All questions related to this RFP shall be forwarded to **Bonnie Sanders, AOT Contracts Specialist, in writing** to the address above, by e-mail at Bonnie.Sanders@vermont.gov or by fax at (802) 828-5545. All such questions and requests shall be received **no later than Monday, December 4th, 2017**. 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.**

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 modification shall be posted to posted on the VTrans Contract Administration website at: <http://vtrans.vermont.gov/contract-admin/personal-services/current-rfps> . **IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ANY RFP MODIFICATIONS ISSUED.**

The maximum limiting amount for each contract will be from \$250,000 upward. The maximum limiting amount will vary in accordance with resources available including available equipment and qualified staff dedicated to the contract, as proposed and/or established during negotiations. Assurance that qualified staff will be available and dedicated to the contract will be required.

The Contractor(s) will provide these services as the need for the services arise. *Award of a contract does not guarantee payment of any or all the maximum limiting amount.*

The rates the Contractor proposes will be in effect for the initial two-year term of the contract. Rates for the remaining years may be negotiated if the contract period is extended. Once under contract, specific work assignments will be coordinated with an authorized representative of VTrans or the District Transportation Administrator in the District for which work is to be performed. Any rates not outlined in the rate sheet will need to be approved in writing by VTrans prior to utilization or invoicing.

Future growth of a company resulting in additional resources, qualified staff or availability may result in an increase of the maximum limiting amount. A reduction in resources, qualified staff or resources as originally proposed may result in a decrease of the maximum limiting amount.

VTrans may use several methods for determining and distributing work assignments to contractors including but not limited to: requesting proposals from more than one firm for comparison, requesting a proposal from a single contractor based on availability, or requesting proposals addressing more than one project. VTrans shall ask for proposals from three or more Contractors before assigning the work to a specific Contractor whenever possible.

Assignments will be made at VTrans' discretion based on location, complexity of assignment, experience of the contractor, capacity to complete work within the VTrans schedule, qualifications and availability.

Note: Depending on the assignments, payment will be either hourly rate or lump sum with a defined scope of work agreed upon by the Contractor and the VTrans authorized representative. The State will specify which payment provision will be utilized when assigning work.

Submittal Requirements

In order to be considered responsive to this RFP, each proposal shall conform to the following requirements. *Do not send materials that have not been requested.* The Contractor shall:

1. Submit ten (10) **paper copies** of the proposal in a sealed envelope prior to **2:00 p.m., Friday, December 15, 2017** to:

Agency of Transportation
Office of Contract Administration
One National Life Drive
Montpelier, VT 05633-5001

2. **Complete Attachment B - Equipment Rate Sheet.** Provide hourly rates for required equipment and labor. Also provide daily, weekly, and monthly rates as appropriate. Rates must be typed with the fillable pdf document or written legibly to be considered. **Include rates for only equipment that is pertinent to these services.** All overhead costs, including expenses, lodging, meals, fuels, repairs, etc. shall be incorporated into the hourly rate. The State shall not be responsible for additional expenses of the Contractor.

Separate rates must be provided for the equipment and the operator. Do not include labor with equipment rates. List hourly labor rates separately.

Separate rates shall be provided for regular mowers and over the rail mowers. The type of equipment shall be identified by make, model, size, type, capacity, and other appropriate characteristics.

Although contracts are for statewide use, the Contractor should indicate in their proposal (top right) which Districts they are available to work in (Attachment I - Map). The Contractor may quote different rates for each District in which they wish to work. After a contract has been executed, additional Districts may be added without an amendment.

Mobilization: Provide an hourly rate for transporting equipment to and from the worksite. Equipment moved to and from the work site for the convenience of the Contractor will not be considered for reimbursement.

VTrans will negotiate costs for additional equipment that may be required due to site specific conditions. Additional equipment may be added during the contract term without an amendment.

3. **Contractor Information Sheet, Contractor's Experience & Qualifications**
(Attachment E)
4. **Debarment and Non-Collusion Affidavit** – Form CA-91 (Attachment F):
All bidders will be required to execute a sworn statement, certifying that the bidder 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.
5. **Contractor's EEO Certification** - Form CA-109 (Attachment G):
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 contractors and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause.
6. **Attachment H** - Workers' Compensation; State Contracts Compliance Requirement (Self Reporting & State Contracts Compliance Requirement)

Clearly indicate the following on the outside of the **sealed envelope** containing the proposal:

- a. Name and address of the prime Contractor
- b. Due date and time (**12/15/17 by 2:00 p.m.**)

- c. Envelope contents - **Proposals**
- d. Project name - **Roadside Mowing**

The proposal should include: (use fillable pdf forms provided)

- ◇ Attachment B – Equipment Rate Sheet – *completed with appropriate equipment.*
- ◇ Attachment E – Bid Proposal Cover Sheet, Contractor’s Experience & Qualifications
- ◇ Attachment F - Debarment and Non-Collusion Affidavit – *completed/notarized*
- ◇ Attachment G - Contractor’s EEO Certification Form – *completed*
- ◇ Attachment H - Workers’ Compensation; State Contracts Compliance Requirement (Self Reporting & State Contracts Compliance Requirement)
- ◇ Contractor’s current compliant Certificate of Insurance (not mandatory with bid, but must be provided before any work or mobilization is performed)

If any of the above requirements are not met, the proposal may be rejected.

All Contractors are hereby notified that sealed proposals must be received by the Office of Contract Administration located at 1 National Life Drive, Montpelier, Vermont 05633-5001 by the due date and time. **Proposals not in possession of VTrans Contract Administration** by the due date and time will be returned to the Contractor, and will not be considered.

Delivery Methods:

- U.S. MAIL: Contractors are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure proposals are received by VTrans Contract Administration prior to the due date and time.
- EXPRESS DELIVERY: If proposals are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the State until the express delivery package has been received by VTrans Contract Administration. *The postal (zip) code for express deliveries is 05602.*
- HAND DELIVERY: Hand carried proposals shall be delivered to a representative of AOT Contract Administration prior to the due date and time. *(National Life Campus - Davis Building, 5th Floor)*
- ELECTRONIC: Electronic proposals will not be accepted.
- FAX BIDS: Faxed proposals will not be accepted.

Evaluations :

The proposal will be evaluated considering the following factors:

Proposed Evaluation Criteria	Maximum Points
Demonstrated necessary resources to complete the tasks of this Activity.	50
Demonstrated responsiveness and compliance to the RFP.	15

Prior experience with VTrans or similar entities. Knowledge of VTrans Transportation systems and performance goals. Prior safety record.	35
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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 or 802-828-2363. You may also register online or check the status of your registration at 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 shall performed for any VTrans contract, 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 Vendors, the Vendor's workers' compensation insurance carrier must be licensed to issue workers' compensation for all work that will be conducted within Vermont and so noted on the Certificate of Insurance.

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

- Premises - Operations
- Independent Contractor's Protective
- Products and Completed Operations
- Personal Injury Liability Contractual
- Liability

Automobile Liability: The Contractor shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with the contract. Limits of coverage shall not be less than stated in Attachment C.

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.

Railroad Protective Liability Insurance: *Where applicable*, when the contract requires 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 sub-Contractor perform under the State of Vermont Agency of Transportation contract, will also require Railroad Protective Liability Insurance. The State of Vermont and the Railroad must be named as additional insured. *See Standard Specifications for Construction Book, Section 103.04 INSURANCE REQUIREMENTS for specific details.*

If any Contractor is aggrieved by the proposed award of the contract, the Contractor may appeal in writing to the Chief of Contract Administration. The appeal must be postmarked within fourteen (14) calendar days following the date of the written notice to award the contract.

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. 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 in part or in its entirety this RFP if it is in the best interests of VTrans. This solicitation of proposals in no way obligates VTrans to award a contract.

Sincerely,
Bonnie Sanders
AOT Contracts Specialist V

Enclosures:

- Attachment A – Scope of Work dated November 2017
- Attachment B - Equipment Rental Rate Proposal Sheet
- Attachment C - Standard State Provisions for Contracts and Grants
- Attachment D - Other Provisions
- Attachment E - Bid Proposal Cover Sheet, Contractor’s Experience & Qualifications (*fillable .pdf*)
- Attachment F - Debarment and Non-Collusion Affidavit – Form CA-91 (*fillable .pdf*)
- Attachment G - Contractor’s EEO Certification Form – Form CA-109 (*fillable .pdf*)
- Attachment H - Workers’ Compensation; State Contracts Compliance Requirement (Self Reporting & State Contracts Compliance Requirement
- Attachment I - Map of Districts

Reference Links:

- Standard Specifications for Construction Book (2011 edition)
vtrans.vermont.gov/contract-admin/construction/2011-standard-specifications
- 2009 Manual on Uniform Traffic Control Devices (MUTCD) with Revisions 1 and 2, May 2012) mutcd.fhwa.dot.gov/kno_2009r1r2.htm

ROADSIDE MOWING

Maintenance Retainer Service Agreement

SCOPE OF WORK

November 2017

Work shall consist of providing tractor(s) with operator and mowing attachments to be used for mowing roadsides on the State highway systems (interstate and non-interstate). Mowers shall have the ability to operate on steep slopes and/or to mow on the back side of guardrail sections. Contractors may propose one or both types of mowers (regular and over the rail).

The Contractor shall provide suitable equipment to accomplish at least 15 to 20 acres of roadside mowing per day. The Contractor shall provide all work zone signing and adhere to the following policy on Traffic Control for mowing operations:

1. Part 6 (Temporary Traffic Control) of the *2009 Edition of the Manual on Uniform Traffic Control Devices (MUTCD)* (mutcd.fhwa.dot.gov/kno_2009r1r2.htm) establishes the traffic control standards and guidelines for street and highway maintenance operations.

Because the equipment may travel on or across the roadway, all mowing equipment shall be equipped with the following:

- A. A minimum of one high intensity strobe light mounted to provide 360-degree visibility. Light shall emit a minimum of 1 million candlepower.
- B. A triangular slow moving vehicle sign visible from the rear of the tractor/mower.

2. All mowing operations shall be signed with the advanced warning sign in each direction. These signs shall have a minimum size of 48 x 48 inches. These signs may be **MOWING AHEAD, MOWING AHEAD** with a supplemental plate stating **NEXT [X] MILES** or a combination of these signs. The warning signs shall cover a work area no greater than three (3) miles long. An **END MOWING OPERATIONS** sign shall be erected at the end of the mowing operations. Unless protected by guardrail or other positive barrier, signs shall be erected on yielding or breakaway supports that meet the requirements of NCHRP Report 350.

Interstate and Limited Access Highways:

1. Advance warning signs shall be gate posted or erected on both sides of the highway. Where mowing is in the median and the mowing equipment will be in the clear zone of both directions of travel, signs shall be erected for both directions of travel.

2. When mowing operations include an interchange, additional signage should be erected on the entrance ramps.

3. When mowing equipment cannot be contained in or beyond the shoulder, the adjacent lane shall be closed in accordance with Standard E-103.

4. Service vehicles shall not be parked in the travel way or on the shoulder. They may be parked in U-Turns during mowing operations. No other vehicles shall be parked within the highway right of way.
5. Mowing equipment shall be parked a minimum of 30 feet from the edge of pavement or 6 feet behind guardrail when not being used.

Other Highways:

1. The lack of sufficient shoulder width on these highways often requires that mowing operations be done from the traveled way. As shall all mowing operations, such mowing operations shall comply with Part 6 of the *2009 Edition of the Manual on Uniform Traffic Control Devices (MUTCD)*.
2. Where a paved public highway with a painted centerline intersects the roadway within a mowing operation, additional **MOWING AHEAD** signs should be erected at the intersection to alert drivers that they are entering the work zone.
3. Mowing equipment should be parked as far from the edge of pavement as possible when not in use.

The Contractor shall furnish the required equipment, operators and other employees to the State at the rates indicated in the attached rates or for a lump sum amount agreed upon by the Contractor and the State's authorized representative. Labor rates will be furnished as per hour and/or per acre.

Specific work assignments will be coordinated with an authorized representative of the State in the District for which the work is to be performed.

The work shall be done under the direction of the Maintenance Programs Engineer, Operations Division or authorized representative of VTrans.

The Contractor shall work with the State and other support equipment, if necessary. VTrans will negotiate costs for any equipment that may be required due to site specific conditions.

Additional equipment may be added to the contract without an amendment.

Additional districts may be added without an amendment.

All work shall be done to the satisfaction of the State's representative, and, to the extent applicable, in accordance with the Vermont Agency of Transportation's current edition of the *Standard Specifications for the Construction Book* and all other applicable State, Federal, and Agency Standards, Policies, and Specifications.

**ATTACHMENT B
PAYMENT PROVISIONS**

The Contractor shall furnish the required equipment, operators and other employees to the State at the rates or for a lump sum amount agreed upon by the Contractor and the State's authorized representative.

The equipment classifications listed in the attached Rate Sheets must be used. These rates are valid for the initial two-year term of the Agreement. Rates for the remaining years may be negotiated if the contract period is extended. Additional equipment may be added without an amendment, with prior written approval from the State's authorized representative.

Should mobilization apply, a one-time charge for transporting equipment to and from the work site may be invoiced and listed as a separate line item. Equipment subsequently moved to and from the work site for the convenience of the Contractor will not be considered for reimbursement.

The State will not be responsible for additional expenses. All overhead costs, including expenses, lodging, meals, fuels, repairs, etc., must be incorporated into the Contractor's hourly rate.

Contractor will submit a bill or invoice to the District Office in which the work was performed every two weeks unless otherwise directed by the representative of the State. Bills or invoices submitted by the Contractor shall identify:

- the contract number under which the work is being performed,
- the District or HQ Unit that work was being performed in
- any project number(s) assigned by the representative of the State.

Submit the invoices to the district or HQ Unit that coordinated the project:

District 1 359 Bowen Road Bennington VT 05201	District 2 870 US Rte. 5 Dummerston, VT 05301	District 3 61 Valley View, Suite #2 Mendon, VT 05701
District 4 221 Beswick Drive White River Jct., VT 05001	District 5 PO Box 168 Essex Jct., VT 05453	Headquarters 2178 Airport Road, Unit A Barre, VT 05641
District 7 1068 US Rte. 5, Suite 2 St. Johnsbury, VT 05819	District 8 680 Lower Newton Road St. Albans, VT 05478	District 9 4611 US Rte. 5 Newport, VT 05855

Roadside Mowing

Equipment Rental Rates

Please use these classifications to add equipment necessary to this RFP.

Please use the equipment classification listed below when applicable:

<u>Code#</u>	<u>Equipment</u>	<u>Code#</u>	<u>Equipment</u>	<u>Code #</u>	<u>Equipment</u>
1.	Air Compressor	23.	Man Lift	45.	Stump/Chipper/Grinder
2.	Air Track Drill	24.	Materials	46.	Sweeper
3.	Asphalt Plant	25.	Mixer, Concrete	47.	Tamper
4.	Backhoe/Excavators	26.	Mower*	48.	Toilets
5.	Blowers	27.	Mulcher	49.	Tractor*
6.	Brush Chipper	28.	Pavement Grinder	50.	Traffic Control Devices
7.	Chain Saw	29.	Pavement Heater	51.	Trailer
8.	Compactor	30.	Pavement Marking	52.	Trencher
9.	Concrete Pump	31.	Pavers	53.	Truck, Auger, Pounder
10.	Concrete Saw	32.	Pile Driver Hammer	54.	Truck, Distribution
11.	Crackfiller Pot/Kettle	33.	Pile Driver Leads	55.	Truck, Dump
12.	Crane	34.	Post Digger	56.	Truck, Miscellaneous
13.	Dozer	35.	Power Generator	57.	Truck, Pick-Up
14.	Flagger	36.	Power Washer	58.	Truck, Snooper/Bucket
15.	Forklift	37.	Pump	59.	Truck, Vacuum
16.	Grader	38.	Roller	60.	Truck, Water
17.	Hole Ram	39.	Sandblaster	61.	Welder
18.	Jack	40.	Scaffold Lift	62.	Wood Splitter
19.	Jack Hammer	41.	Screening/Crusher	63.	Mobilization*
20.	Laborer	42.	Seeder	64.	Other
21.	Landscape Rake	43.	Shoulder Machine	65.	Police Vehicle
22.	Loader	44.	Skidder	66.	Safety Equipment

If the equipment you need to perform this activity is not on the above list, leave the classification code column blank and enter the equipment and rates.

EQUIPMENT THAT IS BOLD WITH AN ASTERISK (*) IS REQUIRED FOR THIS ACTIVITY.

Example:

Class	Description	OperatorRate				Equipment Rate			
		Hour	Day	Week	Month	Hour	Day	Week	Month
40	Scaffold Lift (30')	116	930	4,455	18,749	27	214	836	3,236

#63 Mobilization* - is on the bottom of the rate sheet

Rate figures must be legible to be accepted.

The rate sheet is a fillable pdf.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016**

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 the 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. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party’s indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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 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 or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

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 the 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 the Contract, 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. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, 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 the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, 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 the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR 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.

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 the 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 the 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 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 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

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. Certification Regarding Use of State Funds: In the case that 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.

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

25. 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.

26. 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.

27. 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.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- 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. No Implied Waiver of Remedies:** A 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.

29. 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.

30. 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.

31. 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.

32. 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 continental United States, except with the express written permission of the State.

(End of Standard Provisions)

OTHER PROVISIONS

Maintenance Retainer Agreements Roadside Mowing

- 1. Nature of Contractor's Work.** This contract is not intended to provide continuous day-to-day work for Contractor or for Contractor's equipment or employees. Rather, it is intended to define the terms and conditions under which the Contractor's equipment or personnel will be used, as needed by the State and when available. All work under this contract shall be done to the satisfaction of the State's representative and, to the extent applicable and not inconsistent with this contract, in accordance with the Vermont Agency of Transportation's *Standard Specifications for Construction* (2011), which are incorporated herein by reference. The Contractor shall work with the State's District Transportation Administrator (DTA), other employees of the State's transportation maintenance district, and other support equipment.
- 2. Personal Protective Equipment (PPE).** All Contractor personnel assigned to work under this contract shall wear approved Personnel Protective Equipment (PPE) similar to that used by employees of the State's transportation maintenance district. The Contractor shall furnish all PPE needed by the Contractor's employees during the course of work under this contract. The Contractor shall not be entitled to additional compensation for furnishing PPE to the Contractor's employees.
- 3. Railroad Protective Liability.** *Where applicable,* When the contract requires 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 State of Vermont Agency of Transportation contract, Railroad Protective Liability Insurance for and on behalf of the railroad as named insured, with the State, the Railroad and Municipalities, when applicable, named as additional insured, providing for coverage limits of:

 - (1) 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/or injury to or destruction of property; and
 - (2) 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.
- 4. Workers' Compensation; State Contracts Compliance Requirement Self Reporting.** Projects assigned under these contracts of \$250,000.00 or more will require the submittal of the Workers' Compensation; State Contracts Compliance Requirement Self Reporting form for both the contractor and subcontractor(s). ***NOTE: In the case of out-of-state Vendors, the Vendor's workers' compensation insurance carrier must be licensed to write workers' compensation for all work that will be conducted within Vermont.***
- 5. Notice to Bidders – Additional Contract Requirement.** VTrans, in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00 required bidders comply with the following provisions and requirements: Workers' Compensation; State Contracts Compliance Requirement.

(a)(3) For construction and transportation projects over \$250,000.00, a payroll process by which during every pay period the Contractor collects from the subcontractors or independent contractors a list of all workers who were on the jobsite during the pay period, the work performed by those workers on the jobsite, and a daily census of the jobsite. This information, including confirmation that contractors, subcontractors, and independent contractors have the appropriate workers' compensation coverage for all workers at the jobsite, and similar information for the subcontractors regarding their subcontractors shall also be provided to the Department of Labor and to the Department of Banking, Insurance, Securities, and Health Care Administration, upon request, and shall be available to the public.

6. Cargo Preference Act Compliance (If Applicable). The contractor/recipient/subrecipient is hereby notified that the Contractor and Subcontractor(s)/recipients and subrecipients are required to follow the requirements of 46 CFR 381.7 (a)-(b), if applicable. For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link: <https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>.

ATTACHMENT E

Maintenance Retainer Agreement Roadside Mowing

Company Information

Company Name: _____

Trade Name, if applicable: _____

Address: _____

Project Manager Contact:

Name _____

Email: _____

Phone: _____

Administrative Contact:

Name _____

Email: _____

Phone: _____

Additional Company Information:

**Maintenance Retainer Agreement Roadside Mowing
EXPERIENCE**

Company Name: _____

Company Experience pertaining to this Activity:

ATTACHMENT E
Part 3

Maintenance Retainer Agreement Roadside Mowing
QUALIFICATIONS

Company Name: _____

Company Qualifications pertaining to this Activity:

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

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

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

being duly sworn, depose and 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 _____, 20__.
(Date)

I further depose and 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 back of this form.)

Sworn to before me this

_____ day of _____, 20__

(Name of Individual, Partnership or Corporation) L.S.

(Signature of Official Authorized to Sign Contracts) L.S.

(Notary Public)

(Name of Individual Signing Affidavit) L.S.

(My commission expires _____)

(Title of Individual Signing Affidavit) L.S.

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:

ATTACHMENT G

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
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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.

Worker’s Compensation; State Contracts Compliance Requirement – Self Reporting

RFP/PROJECT NAME: _____

DATE: _____

WORKERS’ COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT

Self Reporting

Form 1 of 1

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

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00, requires bidders comply with the following provisions and requirements.

Bidder is required to self report the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification for worker’s compensation. The state is requiring information on any violations that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

WORKERS’ COMPENSATION STATE CONTRACTS COMPLIANCE REQUIREMENT: Bidder hereby certifies that the company/individual is in compliance with the requirements as detailed in Act 54, Section 32 of the Acts of 2009.

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Signature (Bid Not Valid Unless Signed)*

(Type or Print)

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

Worker's Compensation; State Contracts Compliance Requirement – Subcontractor Reporting

RFP/PROJECT: _____

DATE: _____

WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT

Subcontractor Reporting Form

This form must be completed in its entirety and submitted prior to the commencement of work and updated as necessary and provided to the State as additional subcontractors are hired.

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total project costs exceeding \$250,000.00 requires bidders to comply with the following provisions and requirements.

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.

Subcontractor	Insured By		Subcontractor's Sub	Insured By

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

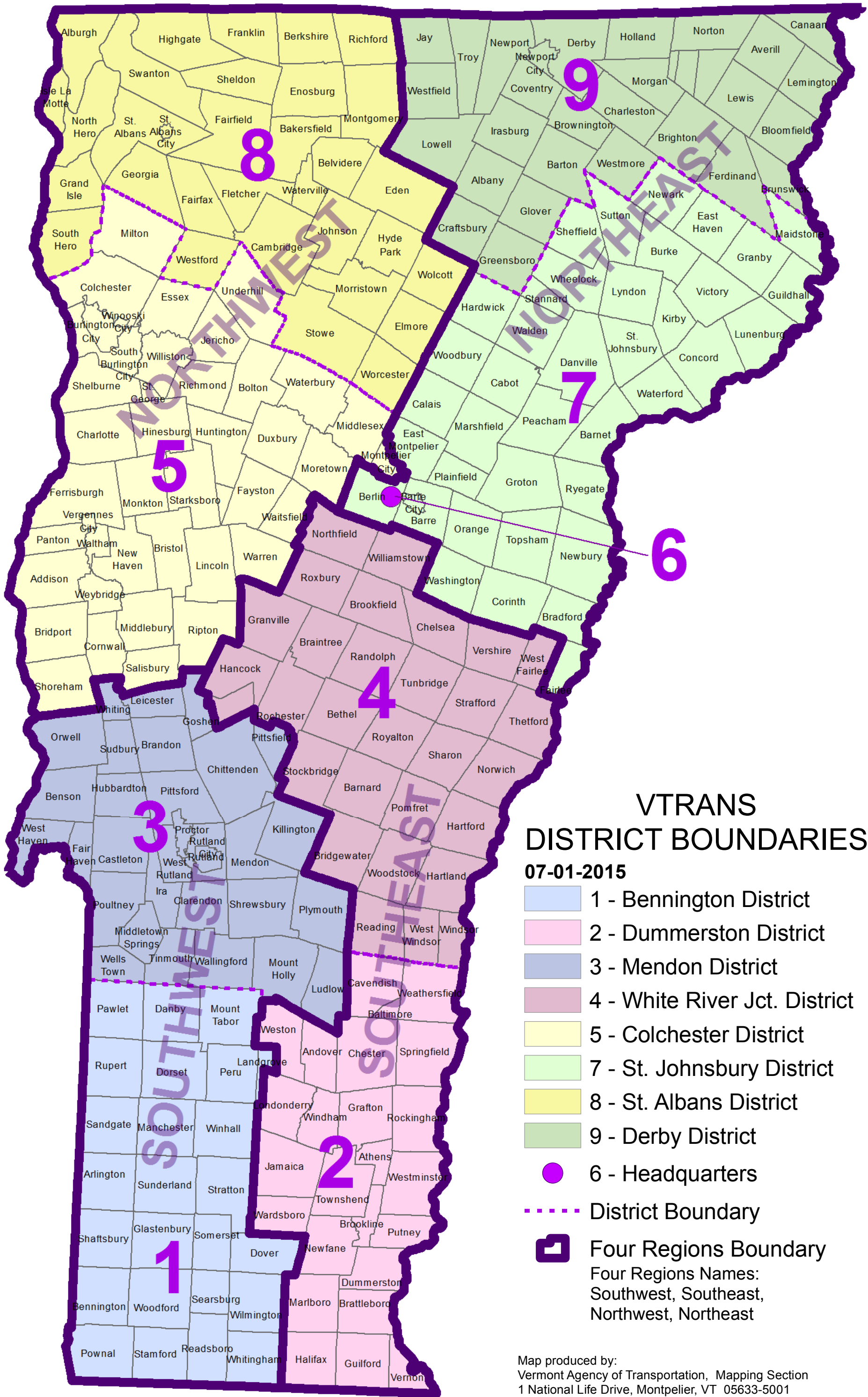
Fax Number: _____

By: _____

Name: _____

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

Send Completed Form To: Office of Purchasing & Contracting
10 Baldwin Street
Montpelier, VT 05633-7501
Attention: Contract Administration



Map produced by:
Vermont Agency of Transportation, Mapping Section
1 National Life Drive, Montpelier, VT 05633-5001
Telephone: 802-828-2600