**PS**

**STATE OF VERMONT**

**STANDARD CONTRACT FOR Proposal Payment**

**Project No.**

1. ***Parties*.** This is a contract for services between the State of Vermont, Agency of Transportation (hereafter called “State”), and <Company>, with its principal place of business at <address> (hereafter called “Bidder”). The Bidder’s form of business organization is a corporation. It is the Bidder’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Bidder is required to have a Vermont Department of Taxes Business Account Number.

2. ***Subject Matter*.** The subject matter of this contract is services generally on the subject of the proposal already submitted by the bidder in response to a Request for Proposals (RFP) for I-89 Bridge Improvements Project, Milton IM 089-3(66). The Bidder has already provided and/or furnished to VTrans, and may continue to provide and/or furnish to VTrans, certain intellectual property, including but not limited to information and ideas: (a) conveyed verbally and in writing during proprietary meetings or interviews; and (b) contained in, related to or associated with Bidder’s proposal, including but not limited to written correspondence, designs, exhibits, photographs, reports, printed material, tapes, electronic disks, or other graphic and visual aids (collectively “Bidder’s Intellectual Property”).

1. **VTrans’ Rights in Bidder’s Intellectual Property**. Bidder hereby conveys to VTrans all rights, title and interest in Bidder’s Intellectual Property, which includes without restriction or limitation, the right of VTrans, and anyone contracting with VTrans, to incorporate any ideas or information from Owner’s Intellectual Property into: (a) the Design-Build Contract and the Project; (b) any other contract awarded in reference to the Project; or (c) any subsequent procurement by VTrans. In receiving all rights, title and interest in Bidder’s Intellectual Property, VTrans is deemed to own all intellectual property rights, copyrights, patents, trade secrets, trademarks, and service marks in

Bidder’s Intellectual Property, and Bidder agrees that it shall, at the request of VTrans, execute all papers and perform all other acts that may be necessary to ensure that VTrans’ rights, title and interest in Bidder’s Intellectual Property are protected. The rights conferred herein to VTrans include, without limitation, VTrans’ ability to use Bidder’s Intellectual Property without the obligation to notify or seek permission from Bidder

1. **Exclusions from Bidder’s Intellectual Property**. Notwithstanding Section a) above, it is understood and agreed that Bidder’s Intellectual Property is not intended to include, and Bidder does not convey any rights to, the Escrow Proposal Documents submitted by Bidder in accordance with the RFP.

3. ***Maximum Amount****.* In consideration of the services to be performed by the Bidder, the State agrees to pay the Bidder, in accordance with the payment provisions specified in Attachment B, a sum not to exceed Twenty Thousand Dollars ($20,000.00).

4. ***Contract Term.*** The period of the Bidder’s performance shall begin on <Contract Execution Date> and end on <45 Days from Contract Execution>. **Note: 45 days from date of execution of DB Contract**

5. ***Prior Approvals*.**  If approval by the Attorney General’s Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

- Approval by the Attorney General’s Office is required.

- Approval by the Secretary of Administration is not required.

- Approval by the CIO/Commissioner DII is not required.

6. ***Amendment.***  No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and the Bidder.

7. ***Cancellation*.** This contract may be canceled by either party by giving written notice at least 15 days in advance.

8. ***Attachments***. This contract consists of 8 pages including the following attachments which are incorporated herein:

Attachment A – Payment Provisions

Attachment B – Standard State Provisions for Contracts and Grants dated November 7, 2012.

By signing this contract, the Bidder provides VTrans a release from any liability, damage, claim, or protest made by the Bidder relative to the procurement of this Project.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

By the State of Vermont, Agency of Transportation:

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

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Title: Secretary Of Transportation

By <Company>

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

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**ATTACHMENT 9.3.1 – Attachment A**

**PAYMENT PROVISIONS**

The State shall pay the Bidder as follows:

 A. ***Firm Fixed Price.*** The State agrees to pay the Bidder and the Bidder agrees to accept as full compensation for the performance of all services and expenses encompassed under this contract the firm fixed price of Twenty Thousand Dollars ($20,000.00).

 B. ***Expenses***. The State shall not be responsible for expenses of the Bidder.

 C. ***Maximum Limiting Amount.*** The total amount to be paid to the Bidder for all services shall not exceed a maximum limiting amount of Twenty Thousand Dollars ($20,000.00).

The parties acknowledge that federal funds may participate in the cost of the services described in this Agreement. Accordingly, the provisions of Title 23, United States Code; and 49 Code of Federal Regulations, Part 18, are incorporated herein by reference in the same proportion as federal funds expended on the above-captioned project.