

December 30, 2024

Request for Proposals (RFP): North Hero Grand Isle Drawbridge Management Services 2025

The Vermont Agency of Transportation, hereinafter referred to as VTrans, is seeking contractor services to ensure the operation and maintenance of the Agency of Transportation's North Hero - Grand Isle Drawbridge, located along Route 2 at the town line. The typical operating season is between May 15th- October 15th, however services will be required through-out the non-operation season as well. The intent of all maintenance activities is to maximize the reliability and service life of the electrical and mechanical components of bridge.

This RFP will result in a single award.

All work will be accomplished in accordance with the following:

- Scope of Work (SOW) dated December 10, 2024;
- Attachment C: Standard State Provisions for Contracts and Grants dated October 1, 2024
- 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 **Caryn Pletzer, AOT Contract Administration, in writing**, by e-mail at caryn.pletzer@vermont.gov. All such questions and requests shall be received **no later than 2:00 p.m. on Wednesday, February 12, 2025**. 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.***

Proposal Assistance: If a Contractor requires assistance in preparing their proposal, registering with SAM.gov or needs guidance on socioeconomic certifications, the Contractor may contact the Agency of Commerce & Community Development (ACCD), Department of Economic Development (DED), APEX Accelerator. The Vermont APEX Accelerator (formerly The Procurement Technical Assistance Center (PTAC)) specializes in helping small businesses navigate the documentation associated with State and Federal procurement. **There is no cost to the Contractor for assistance provided by APEX Accelerator.** Their website is: <https://accd.vermont.gov/economic-development/programs/ptac>

Proposers' Conference: There **WILL** be an optional pre-bid meeting. Although this pre-bid meeting is optional, it is strongly recommended that all interested Contractors attend. **The pre-bid meeting will be held Tuesday, February 4, 2025 from 10:00 am to 11:00 am at the North Hero – Grand Isle Drawbridge, US-2, Alburgh, VT 05440.** Hard hats and steel toed shoes are required.

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

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

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

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

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

Exceptions to Terms and Conditions. The proposer must state in the business proposal any exceptions taken to the terms and conditions in this RFP. For each exception the proposer shall identify the term or condition, state the reason for the exception, and provide any other information concerning the exception. Such exceptions, deviations or conditional assumptions may, however, result in rejection of the proposal as unresponsive. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State.

Single Award Anticipated: VTrans intends to select one (1) Contractor to perform these services under a contract. VTrans will enter into a contract, with an initial term of three (3) years with the option of extending for two (2) additional three (3) year periods.

Maximum Amount. The maximum amount(s) for the contract(s) will be set at a level to permit the Contractor to be awarded all work including sub-contractor services, if they are judged to be the best value. Best Value Based Selection will be determined by experience, specialists’ availability, required specialized equipment, capacity, creative ideas, technical solution, past performance and cost. Award of a contract does not guarantee payment of any or all the maximum amounts. Payment is based on products or services actually delivered or performed. The maximum amount for this contract does not guarantee that the Contractor will receive any work under the Contract.

For sub-contractors not named in the proposal, utilization of sub-contractor personnel will require written approval by VTrans prior to the sub-Contractor performing any work under the contract. Please see additional information regarding this process under the sub-contractor section within the Proposal Technical Format and Content.

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 NH GI Drawbridge Management Services 2025**”. 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_NHGIManagementServices2025**
- **CostProposal_ABConsulting_NHGIManagementServices2025**

Submit your proposals to the Office of Contract Administration, Agency of Transportation, via the provided FTP site, **prior to 2:00 P.M.**, on **Monday, March 3, 2025**.

Technical Proposal Format and Content

The proposal shall not exceed fifteen (15) single sided pages. All pages that count toward the page limit shall be numbered consecutively. The pages shall be formatted as 8½” x 11” sheets. Font shall be size 12.

The fifteen (15) 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 fifteen (15) page limit.**

- B. 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. **This section counts toward the fifteen (15) page limit.**
- C. 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 fifteen (15) page limit.**
- D. Organizational Chart.** Provide a one-page organizational chart of the Proposer's team that notes the name and title of key individuals that are proposed to manage or perform tasks. This chart shall clearly indicate the lines of communication for problem resolution. The use of an 11x17 page is permitted, however ensure that the document has been scanned or saved appropriately so all information is included. You may utilize a separate text box to contain the phone number and e-mail of each person listed on the chart, but the text box must be located on the same page as the organizational chart. In the case of international or national firms, please provide an organizational chart of the local office that will be responsible for the delivery of services under the contract. **This section DOES NOT count toward the fifteen (15) page limit.**
- E. 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 fifteen (15) 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.

F. Subcontracts.

A. Identify **all** subcontracts proposed, and provide the following information:

- (1) Company name of each sub-contractor, or individual name in the case of independent Contractors
- (2) Names of each sub-contractor principals and/or corporate officers
- (3) Resumes of each sub-contractor's key personnel who will be assigned to provide professional services under the contract, including certifications or special licensing for each; and
- (4) The types of work to be performed by each sub-contractor
- (5) A Cost Proposal including scope of work for each sub-contractor must accompany the response, to assist in determining best value.

This section DOES NOT count toward the fifteen (15) page limit.

NOTE: Fully executed sub-agreements must be in place for each sub-contractor prior to the sub-contractor performing any work under this contract. Any changes to or the addition of new sub-contractors are subject to the same notification and approval procedures applicable to key personnel described above. Contractor must request changes or additions in writing to the Contract Manager. The request shall include justification for the change or addition, all required items such as resumes of the sub-contractor, a description of their services, any certifications or special licensing the individual holds that is pertinent and a cost proposal. All sub-contractors that the proposer anticipates utilizing under the contract should be included with the initial proposal. Changes to sub-contractors and the addition of new sub-contractors should be the exception and be on a limited basis.

- G. 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 knowledgeably 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 fifteen (15) page limit.

H. Price/Cost:

Complete the attached Cost Proposal.

Firm Fixed Price (FFP): This is an all-inclusive price. The FFP may be based on deliverable or present complete. The Cost Proposal will provide details of calculating the FFP. The firm fixed price shall not change during the term of the agreement. Only when there is an extensive change in the scope of work, will adjustments to the firm fixed price be considered.

The Cost Proposal is for the Primary Contractor, a separate cost proposal with proposed services must be submitted for each sub-contractor providing services under this scope of work.

The submitted rates and fees will be in effect for the initial term of the Contract, which is three (3) years. Rates may be revised during the exercise of each of the two additional three (3) year extensions. Rates revised during the amendment will be in effect for those associated 3 years.

This section DOES NOT count toward the fifteen (15) page limit.

Required Certifications/Documents *Sections 1-5 DOES NOT count toward the fifteen (15) page limit.
Section 6 counts toward the fifteen (15) 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. **Past Performance and Reference Forms** – fillable PDF provided

Proposer's Cost Proposal

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

- The Cost Proposal Form attached to this RFP as Attachment S.
- All Sub-Contractors Cost Proposal indicating services to be provided and rates, either as firm fixed price or hourly classification rates with estimated hours to provide such services.

Price/Cost

Any resulting contract will be based on the approved Cost Proposal.

For sub-Contractors named in the proposal, include a cost proposal with associated services either as a firm fixed price or hourly classification rates for all sub-Contractor services. Subcontractor(s), materials and other direct expenses are allowed a markup not to exceed 10%.

The submitted rates in this proposal will be binding on the bidder. The submitted fees or hourly classification rates will be in effect for the initial term of the Contract, which is three (3) years. Rates can be revised during the exercise of the two additional three (3) year extensions. Rates revised during the amendment will be in effect for those associated 3 years.

VTrans will use the submitted rates to evaluate cost reasonableness and realism in the award of the Contract.

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 thrice (3x) the weight of the other sections)

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

- Ability to meet projects on time and within budget.
- Demonstrate your approach to maintaining minimum requirements set forth by user manual(s) and according to scope of work.
- Provide your vision for any additional services that you feel are important for integrity of the asset and extending the life of the double bascule bridge.

2. Business and Management Structure (This section will be evaluated and rated at twice (2x) the weight of the other sections)

- 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.
- Explain your process for managing multiple contractors and insuring communication at all levels.
- Describe your process for emergency procedures and how you will ensure timely resolution to any unexpected circumstances.

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.
- Provide detailed information on any subcontractors you plan to use to ensure they have a sufficient amount of experience to provide those services.

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.

5. Price/Cost (This section will be evaluated and rated at twice (2x) the weight of the other sections)

- Prices/costs provided will be evaluated and rated for reasonableness, realism and competitiveness. Prices/costs will become increasingly more important and carry additional weight as the non-price evaluation factors approach equality.
- The submitted rates in this proposal will be binding on the bidder. The submitted fees or hourly classification rates will be in effect for the initial term of the Contract, which is three (3) years. Rates can be revised during the exercise of the two additional three (3) year extensions. Rates revised during the amendment will be in effect for those associated 3 years.

6. 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.

7. 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 12+8+4+8+8=40

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

The 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 . 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: Scope of Work (SOW) dated December 10, 2024
- Attachment B: Payment Provisions
- Attachment C: Standard State Provisions for Contracts and Grants dated October 1, 2024
- 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: N/A – Left Intentionally Blank
- Attachment J: Title VI Assurances – DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) – Assurance Appendix A and Assurance Appendix E
- Attachment K: N/A – Left Intentionally Blank
- Attachment L: N/A – Left Intentionally Blank
- Attachment M: Debarment and Non-Collusion Affidavit (Form CA-91)
- Attachment N: Contractor’s EEO Certification (Form CA-109)
- Attachment O: Worker Classification Compliance Requirements (Self-Reporting and Subcontractor Reporting)
- Attachment P: Executive Order 02-22 Vendor Certification
- Attachment Q: Past Performance and Reference Forms
- Attachment R: Contractor and Sub-Contractor Information Form
- Attachment S: Cost Sheets
- Attachment T: Executive Order 05-16: Climate Change Considerations in State Procurement Certification

ATTACHMENT A SCOPE OF WORK

North Hero – Grand Isle Drawbridge Management Services 2024 December 10, 2024

General:

The objective of this solicitation is to enter into a contract with a Primary Contractor who will ensure the overall operation and maintenance of the Agency of Transportation's North Hero – Grand Isle Drawbridge located along Route 2 at the town line. Operation of the bridge shall be in accordance with the United States Coast Guard. During the off season the twin leaf bascule bridge shall be opened on a regular schedule to limit the possibility of issues arising in the bridge from being dormant. The intent of all maintenance activities is to maximize the reliability and service life of the electrical and mechanical components of bridge.

The structure is a twin leaf bascule bridge with two piers that are nearly identical for the rooms and space. One pier has a tender house with all other access points being through hatchways located in the remaining quadrants of the structure.

The awarded Prime Contractor will oversee all maintenance and operation of the drawbridge. This will include the management of any sub-contractor agreements.

Management Services:

The Prime Contractor will be responsible for managing the bridge in its entirety, which includes managing sub-contracts, managing the tender operators, ensuring emergency response and providing reports and communications to the District 8 General Manager and the AOT Contract Manager. Ensuring proper scheduled maintenance and inspections, which requires familiarity with each piece of equipment and the operation or owner manuals associated. Prime Contractor will be responsible for winterizing the drawbridge such as insulating hatchways, draining water lines, and any other items that would be important for the operation and longevity of the system. Prime Contractor will develop all sub-contract agreements and review for accuracy and submit sub-contractor invoices with the Prime Contractor's monthly invoice, detailing costs and providing actual invoices for verification of charges. Additional information on invoicing and payment processing is in Attachment B – Payment Provisions. Any repairs or improvements must be logged into the Survey 123 application. Any performance by a sub-contractor is the responsibility of the Prime Contractor, including any corrective action needed. The Prime Contractor will act as an Owner's Representative, focused on ensuring all actions are in the best interest of the State.

Operation:

The bridge needs to be staffed with tender operator(s) from May 15th to October 15th. The drawbridge has the potential to open every 30 minutes starting at 0800 (8:00 am) and ending the day at 2000 (8:00 pm). Vessels traveling through the drawbridge require an opening communication via telephone or radio. Tender operator(s) are required to always be readily available inside the tender house during the operational timeframe in the season. The drawbridge is not closed for any state or federal holidays during the season. Tenders will be responsible for operating the draw bridge, maintaining an up to date/current vessel log, conduct regular walk throughs to ensure everything is in order. At the end of each day, daily logs need to be sent to the North Hero Garage Area Supervisor. Conduct daily cleaning of the control room, common areas and bathroom as well as emptying the trash during the down time of operating the bridge. A dumpster is available at the North Hero State Garage for disposal. Tender operators can be personnel of the Prime Contractor or sub-contracted, either is acceptable. All Tenders must pass a back-ground check prior to providing services.

Maintenance:

Conduct all preventative maintenance servicing and repairs as guided by equipment owner's manual. Companies who installed original equipment and/or are currently servicing the equipment to date are indicated below. *Any current contract will be terminated with the companies below upon executed contract with the selected Prime Contractor.* It will be the Primary Contractor's responsibility to either enter into agreement with the following vendors or seek out alternative sub-contractors that are able to perform the services/activities according to the scope of work, operation and owner manuals and per any warranty limitations.

- Milton CAT – services and conducts repairs for both CAT generators
- Atlantic Hydraulic – services and conducts repairs on the entire hydraulic system
- Clear Water Filtration – services and conducts repairs on the potable water system
- Panatrol – installed the control system for the operation of the drawbridge
- Johnson Controls- installed the camera system
- Phoenix Surface Cleaning, LLC – Windows and non-janitorial cleaning (pressure wash)
- Eliminator Pest Control, Inc – provides pest control

Any repairs or purchasing of equipment for the structure itself that is needed, must be approved by the Contract Manager. The operation manuals are intended to provide a baseline of maintenance that needs to occur to the equipment. Primary Contractor will provide additional suggestions as to optional maintenance above the baseline if recommended. Warranty information must be reviewed to ensure no services will void the warranties, as some require service only by the manufacturer. Primary Contractor is responsible to ensure all services provided are within the guidelines of the operation manuals and in accordance with any warranty requirements.

Cleaning:

Proper disposal and use of chemicals following all state and federal guidelines. Type of chemicals are to be approved by contract manager prior to use. Activities through this contract cannot impede normal operations of the drawbridge.

Cleaning (non-janitorial work):

When services are needed and called upon. Duties include but are not limited to:

- Cleaning of the two pits of roadway debris and other waste i.e. silage, gravel, pigeon droppings, etc.
- Cleaning off debris and other waste from structure components such as the girders.
- All waste shall be removed from the location by the Primary Contractor/sub-contractor following all state and federal guidelines. Use of dumpster on site is prohibited.

Cleaning (janitorial work):

All working spaces (except for control panel), and restrooms within the Tender house must be dusted and cleaned. Trash must be collected and removed. This will occur monthly or as needed. The Tenders are responsible for the daily cleaning of tender house during their downtime.

Windows:

Cleaning of windows in the tender house inside and out, as needed.

Pest Control:

The utilization of an approved pesticide for the control of pests such as spiders, flies, and other species, as needed. Preventative monthly maintenance from May through October every year.

Emergency Situations:

In the event that there is an emergency situation, like the bridge will not operate correctly, you must contact the District 8 General Manager immediately. Following that communication, all efforts shall be taken to bring the structure back into operation. Communication with the General Manager must occur whenever there is a status update during this time and/or when a status is requested by the General Manager. Primary Contractor shall have emergency contracts with all vendors that would be needed to perform all repairs to bridge or any of its components or equipment. Response time from vendors must be within 24 hours. When sub-contractor is needed onsite, they must be present within 48 hours of initial communication.

Additional Comments/ Concerns:

- Any work that is done on the bridge, whether that be routine or necessary repairs, needs to be collected utilizing a survey 123 application. The state will provide credentials to access reporting platform.
- Any modification to the structure or inside the structure must be approved by the Contract Manager
- Primary Contractor is responsible for following all state and federal guidelines.





RFP North Hero - Grand Island Digwldg 6 Commercial Maintenance

RFP North Hero Grand Island Digwldg 6 Management Services 2



ATTACHMENT B PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of the contract. Award of a contract does not guarantee payment of any or all the maximum amount.

All Services provided by the Prime Contractor shall be invoiced according to the payment provisions listed below:

FIRM FIXED PRICE:

Firm fixed price assignments will be billed at the percent complete by deliverables at the time of billing and shall not be billed 100% until all final reports and requirements are complete and accepted by VTrans.

Invoices shall contain the deliverables, firm fixed price of each deliverable, amount billed to date by deliverable, current billing amount by deliverable, amount remaining by deliverable, total amount billed to date, total current amount billed and total amount remaining.

Firm fixed price assignments are inclusive of all expenses.

Firm fixed price assignments will not exceed the agreed-upon price unless at VTrans sole discretion in which there is a significant change of scope to the service or product. The Project Manager and/or Contract Manager will negotiate the change with the Contractor. Once negotiations are complete the Project Manager and/or Contract Manager will submit written justification describing the change in scope and the revised firm fixed price. The change will be reflected in an amendment to the contract. No services or invoicing for the approved change will be provided until a fully signed amendment is in place.

The Firm Fixed Price (Monthly Fee) by the Prime Contractor will be billed as indicated on the Cost Proposal. All Sub-contractor's current monthly charges will be included in the Prime Contractor's monthly invoice, with the sub-contractor's invoice attached to verify the monthly costs. Sub-contractors must invoice the Prime Contractor according to the submitted cost proposal and associated sub-contract agreement. The Prime Contractor may include up to a 10% mark-up against the sub-contractor invoices.

Sub-Contractor Agreements

Sub-contractor agreements can be for firm fixed prices per month or based on an hourly rate, which ever is best suited for the services provided. All sub-contractor invoices must be in compliance with the sub-contractor agreement and according to the cost proposal submitted during the solicitation. Any expenses incurred that are billable, must have a receipt attached to the subcontractor invoice verifying the cost. The entire sub-contractor invoice will be attached as back up to the Prime Contractor's invoice.

Invoice Submittal:

All invoices must be submitted electronically to aot.contractadministrators@vermont.gov

Invoice Preparation:

Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the

dates of service, hours of work performed, rates of pay, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. **All invoices shall have a unique invoice number and follow a consistent numbering process. Invoices submitted without a unique invoice number will be returned.**

Invoices must clearly separate and subtotal the different services and expenses:

- Contractor Services (By Individual Task, Phase, Service or Deliverable, as applicable)
- Sub-contractor Services (By Individual Sub-contractor)
- Individual Sub-contractor invoices shall be attached to each applicable invoice.
- 10% Mark Up for Sub-contractor costs

When invoicing for sub-contractor services, please attach a list of all approved sub-contractors under this agreement for verification during invoice review and approval. This list will include any sub-contractors named in your proposal and any additional sub-contractors that have been added with the proper written approvals.

If additional information and guidance is provided as part of this contract, it is expected that invoices will be submitted according to those requirements.

Work required during weekends, holidays, or outside of the typical working hours, shall be entitled to a rate increase. The rates for weekends, holidays or overtime, must be included in the Cost Proposal. Written approval must be obtained from the VTrans representative before overtime hours are utilized.

Emergency services when required shall be entitled to a rate increase. The rates for emergency response must be included in the Cost Proposal. Emergency services must be documented with detailed information.

Should any information within the invoice submittal be missing or incorrect, processing may be delayed until a corrected invoice is provided and accepted by VTrans. VTrans Audit may select invoices to review for completeness, accuracy and compliance with contract terms.

ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED OCTOBER 1, 2024

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated October 1, 2024) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at:
<https://bgs.vermont.gov/purchasing-contracting/forms>.



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 ACTS22

Y. RESPONSIBILITY FOR SUPERVISION22

Z. WORK SCHEDULE AND PROGRESS REPORTS.22

AA. WORK ASSIGNED UNDER PRIMARY-TYPE CONTRACTS23

BB. UTILITIES23

CC. PUBLIC RELATIONS.....23

DD.INSPECTION OF WORK23

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 RETENTION25

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

LL. SITE VISIT26

MM. MARKETING26

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 2009,¹ 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,

¹ 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.

DO NOT WRITE IN THIS SPACE – AGENCY USE ONLY	
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.

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: 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

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:

E-mail:

Phone:

Contractor and Sub-Contractors Information
Use additional pages as necessary

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

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

ATTACHMENT S

COST PROPOSAL

North Hero - Grand Isle Drawbridge Management Services 2025

Prime Contractor: _____

Description	
Management Services – Prime Contractor	Monthly Fee
Services include managing the bridge in its entirety, sub-contractor management, Tender Management, Emergency Response, Reporting in the Survey 123 Application and Communications as outlined in Attachment A – Scope of Work.	
Bridge Operation Services (IF employees of Prime Contractor)	Monthly Fee or Hourly Rate
Bridge Operation from 0800 to 2000 (8:00 am through 8:00 pm). Maintaining an up-to-date vessel log, conduct regular walk throughs and daily cleaning of control room, common areas and restroom as outlined in Attachment A – Scope of Work.	
SUB-CONTRACTOR SERVICES (all services must be provided according to Attachment A – Scope of Work)	Cost Proposal Attached (click checkbox if attached)
CAT Generators (maintenance and repairs)	
Hydraulic Systems (maintenance and repairs)	
Potable Water System (maintenance and repairs)	
Control System (maintenance and repairs)	
Camera System (maintenance and repairs)	
Pest Control (maintenance)	
Cleaning (Non-Janitorial Services)	
Janitorial Cleaning Services	
Window Cleaning	

The rates listed above or attached will be in effect for the entire original term of the contract, which is three (3) years. The rates are subject to revision during the two optional three (3) year extension periods.

Subcontractor(s) – materials and other direct expenses if allowed may have a sub-contractor markup not to exceed 10%. A copy of the invoice(s) verifying the charges must be attached to the billing sent to the Prime Contractor.

Prime Contractor – all subcontractor invoices may have a Prime Contractor markup not to exceed 10%. A copy of the subcontractor(s) invoice and associated backup must be attached to the Prime Contractor billing sent to VTrans.

**Executive Order 05 – 16:
Climate Change Considerations in State Procurements Certification**

Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):

1. Bidder owns, leases or utilizes, for business purposes, space that has received:

Energy Star® Certification

LEED®, Green Globes®, or Living Buildings ChallengeSM Certification

Other Internationally Recognized Building Certification:

2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder's place of business. Please explain:

3. Please Check all that apply:

Bidder can claim on-site renewable power or anaerobic-digester power (“cow-power”). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.

Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.

Bidder's heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.

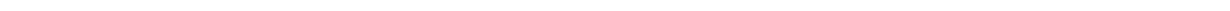
3. Please Check all that apply (continued):

Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this?

Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..

Bidder offers employees an option for a fossil fuel divestment retirement account.

Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:



4. Please list any additional practices that promote clean energy and take action to address climate change: