



State of Vermont  
Contract Administration  
One National Life Drive  
Montpelier VT 05633-5001

*Agency of Transportation*  
**Finance & Administration**  
[fax] 802-828-5545  
<http://vtrans.vermont.gov/>

## **SEALED BID REQUEST FOR PROPOSAL**

### **Landscaping and Property Management Services at the Rutland Southern Regional Airport**

**ISSUE DATE:** April 25, 2017

**BIDDERS' CONFERENCE:** NO CONFERENCE WILL BE HELD

**QUESTIONS DUE BY:** May 4, 2017 at 4:00PM

**RFP RESPONSES DUE BY:** May 16, 2017 at 2:00PM

**PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND AMENDMENTS  
ASSOCIATED WITH THIS RFP WILL BE POSTED AT:**

<http://vtrans.vermont.gov/contract-admin/personal-services/current-rfps>

**THE STATE WILL MAKE NO ATTEMPT TO CONTACT INTERESTED PARTIES WITH UPDATED  
INFORMATION. IT IS THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK  
THE ABOVE WEBPAGE FOR ANY AND ALL NOTIFICATIONS, RELEASES AND AMENDMENTS  
ASSOCIATED WITH THIS RFP.**

**STATE CONTACT:** Bonnie Sanders  
**E-MAIL:** [Bonnie.Sanders@vermont.gov](mailto:Bonnie.Sanders@vermont.gov)  
**FAX:** (802) 828-5545

## 1. OVERVIEW:

- 1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the Vermont Agency of Transportation (VTrans) (hereinafter the “State”), Aviation Division is seeking to establish retainer contracts with multiple companies that can provide Landscaping and Property Management Services at the Rutland Southern Regional Airport.
- 1.2. **CONTRACT PERIOD:** Contracts arising from this RFP will be for a period of two (2) years with an option to renew for up to two additional twelve-month periods. The State anticipates the start date will be May1, 2017.
- 1.3. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.
- 1.4. **BIDDERS’ CONFERENCE:** A bidders’ conference will NOT be held.
- 1.5. **QUESTION AND ANSWER PERIOD:** Any vendor requiring clarification of any section of this RFP or wishing to comment or take exception to any requirements of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP. Any comments, questions, or exceptions not raised in writing on or before the last day of the question period are waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State’s web site <http://vtrans.vermont.gov/contract-admin/personal-services/current-rfps>. Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.

## 2. DETAILED REQUIREMENTS/DESIRED OUTCOMES:

- 2.1. The contract resulting from this proposal are intended to be utilized as stated in Attachment A for Landscaping and Property Management Services at the Rutland Southern Regional Airport. Unless otherwise noted, projects are not to exceed the approved amount of the Work Assignment, including all costs associated with additional tasks, including labor, material, equipment, etc.
- 2.2. All work performed under this contract will be planned and scheduled by the Aviation Contract Manager. The Contract Manager will work closely with both the contractor and the Project Manager requiring the work, and will approve all invoices for work completed under this contract.

- 2.2.1. Services may be issued on a rate schedule or a fixed price/lump-sum basis.
- 2.2.2. For tasks bid on a lump sum basis, a written statement of work (SOW) RFP will define the evaluation criteria to be used for award. Award shall be made in the best interest of the State in consideration of the evaluation criteria for the specific RFP.
- 2.3. Typical working hours will range between 7:00 AM and 5:00 PM, Monday through Friday, but occasions may arise which would require work to be performed before or after these hours, on weekends, or holidays. The typical working hours may vary by the facility or the operational needs of the location where work is being performed, and will be established at the beginning of each project.
- 2.4. The Contractor is required to notify VTRANS Aviation personnel of any maintenance related issues discovered while performing work.
- 2.5. All unclaimed property found in or about the work area by the Contractor shall be turned in immediately to the Project Manager, with the location where the article was found.
- 2.6 Contractor shall secure and pay for any permits and inspections required by the authorities having jurisdiction, or for warranty purposes. Any inspections shall be made by the appropriate State or local authority having jurisdiction, or manufacturer from which the warranty will be issued.
- 2.7 Subcontractors, if required, will need to be approved in writing by the Project Manager prior to performing work as part of the contract, in conjunction with Attachment C, Item #19.
- 2.8 It is the contractor's responsibility to contact Dig-Safe prior to beginning any excavation work.
- 2.9 **SITE SUPERVISION:**
  - 2.9.1 The contractor shall provide adequate supervision of his/her employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract. The contractor will have a responsible supervisor on the job at all times when the work of the contract is being carried out.
  - 2.9.2 The Contractor's site supervisor is responsible for communication with the State's representatives and agrees to meet with the Project Manager at the site on an as needed basis to discuss any mutual problems, ideas, or concerns related to the project.
  - 2.9.3 The contractor and his/her employees will be subject to all applicable State and Federal regulations for the conduct of personnel.
  - 2.9.4 The Contractor shall provide adequate supervision of his/her subcontractors and their employees at all times.

## **2.10 WORKMANSHIP AND MATERIALS:**

- 2.10.1 Contractor agrees to furnish all supervision, labor, transportation, materials, tools and equipment necessary to complete the service. Contractor's equipment shall be of the size and type appropriate for completing the types of work described in the Scope of Work. Equipment considered by the Project Manager to be improper or inadequate for this purpose shall be removed from the site and replaced with satisfactory equipment.
- 2.10.2 All work performed under this contract shall be completed in accordance with local, state, and national codes and standards, and other recognized industry standards associated with the work.
- 2.10.3 The State will not consider any contractor's material mark-up exceeding 10% over Contractor's actual cost.
- 2.10.4 The State will not consider any subcontractor's markup exceeding 5%.
- 2.10.5 The Contractor guarantees, even though not specifically described in Work Assignments or otherwise, that materials shall be of the best quality, that work shall be done in a professional manner, and that all aspects of the project will be delivered in good working order, complete and perfect in every respect, and that all systems and materials necessary to make the project completely operating as contemplated by the Scope of Work for the project and shall be included in the contract price.
- 2.10.6 All supplies, equipment and machines will be kept free of traffic lanes or other areas that may be hazardous. All dirt and debris resulting from the work under this contract shall be disposed of at the end of each day or at the completion of work.
- 2.10.7 The contractor shall, at no additional cost to the State, repair furnishings, equipment, facilities or other property of the State damaged by the contractor. Determination of the need for and extent of, any repair work is at the sole discretion of the VTRANS Aviation Project Manager.

## **2.11 PAYMENTS:**

- 2.11.1 The Contractor will be paid for actual hours worked. Hourly rates shall be inclusive of all fees, including mileage and travel time. Work required during weekends, holidays, or outside of the typical working hours described in 2.3, shall be entitled to a rate increase. Any rate increase shall be identified on the Price Schedule.

2.11.2 Unless otherwise stated, all contracts resulting from this RFP will be on a time and materials basis. As such, the following documentation will be required in support of all invoices:

2.11.2.1 A numbered invoice on contractor's standard billhead;

2.11.2.2 Description of work performed, number of hours worked (if applicable) including copies of time sheets and a certified payroll following the USDOL form (or comparable);

2.11.2.3 Copies of original receipts for all materials purchased, or costs incurred, as a result of the scope of work;

2.11.2.4 Timeframe indicating when work was performed;

2.11.2.5 Contract number from which the invoice is to be paid; and

2.11.2.6 Certification that the contractor has no ownership (majority or minority) in any subcontractor they claim for overhead and profit.

### **3 GENERAL REQUIREMENTS:**

**3.1 PRICING:** Bidders must price the terms of this solicitation at their best pricing. Any and all costs that Bidder wishes the State to consider must be submitted for consideration. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State.

**3.1.1** Prices and/or rates shall remain firm for the initial term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.

**3.1.2 Retainage.** In the discretion of the State, a contract resulting from this RFP may provide that the State withhold a percentage of the total amount payable for some or all deliverables, such retainage to be payable upon satisfactory completion and State acceptance in accordance with the terms and conditions of the contract.

**3.2 Evaluation of Responses and Selection of Bidder(s).** The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP.

**3.1 WORKER CLASSIFICATION COMPLIANCE REQUIREMENTS:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.

**3.1.1 Self Reporting:** For bid amounts exceeding \$250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.

**3.1.2 Subcontractor Reporting:** For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list **MUST** be updated and provided to the State as additional subcontractors are hired. A sample form is available online at <http://VTransAviation.vermont.gov/purchasing-contracting/forms>. **The subcontractor reporting form is not required to be submitted with the bid response.**

**3.2 METHOD OF AWARD:** Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be in the best interest of the State.

**3.2.1 Evaluation Criteria:** Consideration shall be given for the best interest of the State of Vermont. Additional criteria will be as follows:

Criteria	Points
Experience	<b>20</b>
Availability and capability to perform work on a weekly basis. Ability to provide required services for Airline Scheduled Flights during bad weather	<b>30</b>
Quantity of Qualified Staff to meet Scope of Work	<b>20</b>
Regional Consideration	<b>10</b>

**3.5 STATEMENT OF RIGHTS:** The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

**3.6 CONTRACT TERMS:** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachment C as attached to this RFP for reference. The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.

**3.6.1 PAYMENT TERMS:** All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent. Payment terms are Net 30 days from receipt of an error-free invoice with all applicable supporting documentation. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

**4 CONTENT AND FORMAT OF RESPONSES:** The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this RFP.

**4.1 NUMBER OF COPIES:** 4.1.1. Submit six (6) hard copies and one (1) electronic copy of the bid.

4.6.1. The bid should include a Cover Letter, Background and Experience, References, and Price Schedule.

#### **4.2 Company Information:**

**4.2.1 COVER LETTER:** Brief letter of introduction, one page limit.

**4.2.2 BACKGROUND AND EXPERIENCE.** Provide details concerning the form of business organization, company size and resources; describe particular experience relevant to providing Landscaping and Property Management Services, and list all current or past State projects. Page limit 10 pages.

If a Bidder intends to use subcontractors, the Bidder must identify in the proposal the names of the subcontractors, the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s), as above.

**4.3 REFERENCES.** Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance. Page limit 5 pages.

**4.4 PRICING:** Bidders shall submit their pricing information in the Price Schedule attached to the RFP.

**4.5 CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

## **5 SUBMISSION INSTRUCTIONS:**

**5.1 CLOSING DATE:** Bids must be received by the due date and at the location specified on the front page of this RFP.

**5.2 SECURITY PROCEDURES:** Please be advised extra time may be needed when visiting and/or delivering information to 1 National Life Drive in Montpelier. All individuals visiting must register at the Security Desk and present a valid government issued photo ID when entering the facility.

**5.2.1 SEALED BID INSTRUCTIONS:** All bids must be sealed and must be addressed to the Agency of Transportation, Office of Contract Administration, One National Life Drive, Montpelier, VT 05633-5001. **BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.** Bids not in possession of the Contract Administration at the time of the bid opening will be returned to the vendor, and will not be considered. *Any delay deemed caused by Security Procedures will be at the bidder's own risk.*

**5.2.2** Contract Administration may, for cause, change the date and/or time of bid openings or issue an addendum. If a change is made, the State will make a reasonable effort to inform all bidders by posting at:  
<http://vtrans.vermont.gov/contract-admin/personal-services/current-rfps> .

**5.2.3** Bids will not be publicly opened. Bid results are a public record however, the bid results are exempt from disclosure to the public until the award has been made and the contract is executed.



### **5.3 DELIVERY METHODS:**

5.5.1. U.S. MAIL: Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received and time stamped by Contract Administration prior to the time of the bid opening.

5.5.2. EXPRESS DELIVERY: If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the State until the express delivery package has been received and time stamped by Contract Administration.

5.5.3 HAND DELIVERY: Hand carried bids shall be delivered to a representative of the Contract Administration prior to the bid opening.

5.5.4. ELECTRONIC: Electronic bids *will not* be accepted.

5.5.6 FAX BIDS: Faxed bids *will not* be accepted.

## **6 ATTACHMENTS:**

Standard State Contract Form (Sample)

Attachment A: Scope of Work

Attachment B: Payment Provisions

Rate Sheet

Attachment C: Standard State Contract Provisions (July 1, 2016)

Attachment D: Other Contract Provisions

Attachment E: Company Information

Attachment F: Experience & Qualifications

Attachment G: References

Attachment H: Debarment and Non-Collusion Affidavit (CA-91)

Attachment I: Contractor's EEO Certification Form (CA-109)

Attachment J: Worker Classification Compliance Requirement; Subcontractor Reporting Form

STATE OF VERMONT STANDARD CONTRACT FOR SERVICES Contract #

1. **Parties.** This is a contract for services between the State of Vermont, (hereinafter called "State"), and , with a principal place of (hereinafter called "Contractor"). Contractor's form of business organization is . It is Contractor's responsibility to

contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of Landscaping and Property Management Services. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$ .00.

4. **Contract Term.** The period of contractor's performance shall begin on START DATE and end on END DATE.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

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

7. **Cancellation.** This contract may be canceled by either party by giving written notice at least thirty (30) days in advance.

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

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – "Standard State Provisions for Contracts and Grants" (revision date 07/01/2016)

Attachment D – Other Provisions

Attachment E – Cover Sheet

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

(1) Standard Contract

(2) Attachment C (Standard Contract Provisions for Contracts and Grants)

(3) Attachment D Other Provisions

(4) Attachment A

(5) Attachment B

STATE OF VERMONT STANDARD CONTRACT FOR SERVICES Contract #

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

By the State of Vermont:

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

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

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

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

By the Contractor:

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

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

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

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

## SCOPE OF WORK

**Landscaping and Property Management Services  
at the  
Rutland Southern Regional Airport**

**DATED: April 10, 2017**

1. General

The purpose of this Scope of Work is to provide Landscaping and Property Maintenance Services for the State owned Rutland Southern Regional Airport grounds (*shown on the attached map*) keeping them well-kept and safe for the public. Duties will include but not are limited to mowing lawns, maintaining flowerbeds, maintaining sidewalks and other additional listed tasks/duties.

2. Maintenance Requirements

Contractor agrees to perform inspections and maintenance of public outside areas shown on the map *once every seven (7) days*. Purpose of inspection is to maintain the public areas to ensure the airport is well kept and safe. Maintenance will include some airside and most landside public use areas. Work shall be completed to the satisfaction of the State's representative and to the extent applicable in accordance with the **current** Vermont Agency of Transportation's Standard Specifications for Construction.

- a) **Removal of snow** from all public walkways accessing the terminal area and aircraft-parking ramp including the Southeastern Terminal building entrance, as soon as possible after a snowfall. Prevention of hazardous conditions on public walkways is critical. Winter walkways maintenance includes using salt as required.
- b) **Additional attention of a minimum of one (1) hour prior to the Airline's scheduled flights, maintaining safe travel on the pedestrian walkways is required.** VTrans will provide the Airlines **current** flight schedule.
- c) Lawn mowing & raking – *once every seven (7) days*. The lawns will be well kept.
- d) Edging (*grass trimming*) and weeding (*weed removal*) around the shrubs, buildings and walkways - *once every seven (7) days*.
- e) Emptying outside Trash & Cigarette Receptacle – *once every seven (7) days*. Inspection of areas in proximity to receptacles, and cleaning- (**removing trash and cigarette butts**) as necessary to ensure areas are neat and clean in appearance – *once every seven (7) days*.
- f) Flowers planted in the flowerbeds in front of the Terminal Building every spring. **Flowers provided by the Contractor, Approved by Airport Manager or designee.**
- g) Inspection and weeding (weed removal) of flowerbeds – *once every seven (7) days*, to maintain a neat and clean appearance.
- h) Shrubs trimmed at a minimum of once a year.
- i) Tree and stump removal, if necessary.
- j) All supplies, equipment and machines remain free of traffic lanes or other areas that may be hazardous. All dirt and debris resulting from the work under this contract shall be disposed of at the end of each day or at the completion of work.

### 3. Special Maintenance

Contractor shall report to the Airport Manager or designated Representative as soon as possible upon discovery of services required beyond this Scope of Work during routine inspections and maintenance. Services required beyond this Scope of Work must have prior approval from the Airport Manager and invoiced at the agreed upon hourly rate of the contract.

The Contractor's site supervisor is responsible for communication with the State's representatives and agrees to meet with the Airport Manager at the site on a monthly, or as needed or requested, basis to discuss any mutual problems, ideas, or concerns related to the Scope of Work.

The Airport Manager or designated representative will coordinate specific work assignments. Assignments might include working in conjunction with District Personnel.

### 4. Equipment , Supplies & Staffing

Contractor agrees to furnish all supervision, labor, transportation, materials, tools and equipment necessary to complete the service. Contractor's equipment shall be of the size and type appropriate for completing the various types of work described in the Scope of Work. Replacement of equipment determined by the Airport manager or designee improper or inadequate with satisfactory equipment.

The Contractor will provide all equipment necessary to perform tasks and duties outlined in this Scope of Work.

*Examples:*

- |               |             |           |
|---------------|-------------|-----------|
| • Trimmers    | • Salt/Sand | • Snow    |
| • Mowers      | • Spreaders | • Blowers |
| • Snow Shovel | • Brooms    | • Pruners |

Submission of rates with this proposal for Supplies, Equipment, laborers and other employees provided by the Contractor. **Mark- up for material purchases cannot exceed 10% and receipts for materials purchased will be required.** Materials will be of the best quality.

**Subcontractors cannot exceed a 5% mark-up on materials – receipts will be required for material purchased.**

The contractor shall provide adequate supervision of his/her employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract

The contractor and his/her employees will be subject to all applicable State and Federal regulations for the conduct of personnel. Personnel will conduct themselves in a professional manner.

A qualified employee, properly licensed if applicable, will perform work. Sufficient number of staff to perform required services in a safe, efficient, manner that satisfies the Airport Manager or designated Representative.

All work performed under this contract shall be completed in accordance with local, state, and national codes and standards, and other recognized industry standards associated with the work.

The contractor and all associated subcontractors must follow OSHA requirements for Personal Protective Equipment (PPE) in the Code of Federal Regulations (CFR) @ 29 CFR. Providing all safeguards, safety devices and PPE needed to perform tasks and duties to keep all employees, the public safe, and protect the States property.

Subcontractors require approval by the Airport Manager prior to performing work as part of the contract, in conjunction with Attachment C, Item #19.

The contractor shall, at no additional cost to the State, repair furnishings, equipment, facilities or other property of the State damaged by the contractor. Determination of the need for and extent of, any repair work is at the discretion of the Airport Manager.



### Rutland to Boston

Flight #	Departure time	Arrival time
52	7:00 am	7:59 am
60	11:42 am	12:41 pm
70	4:09 pm	5:08 pm

### Boston to Rutland

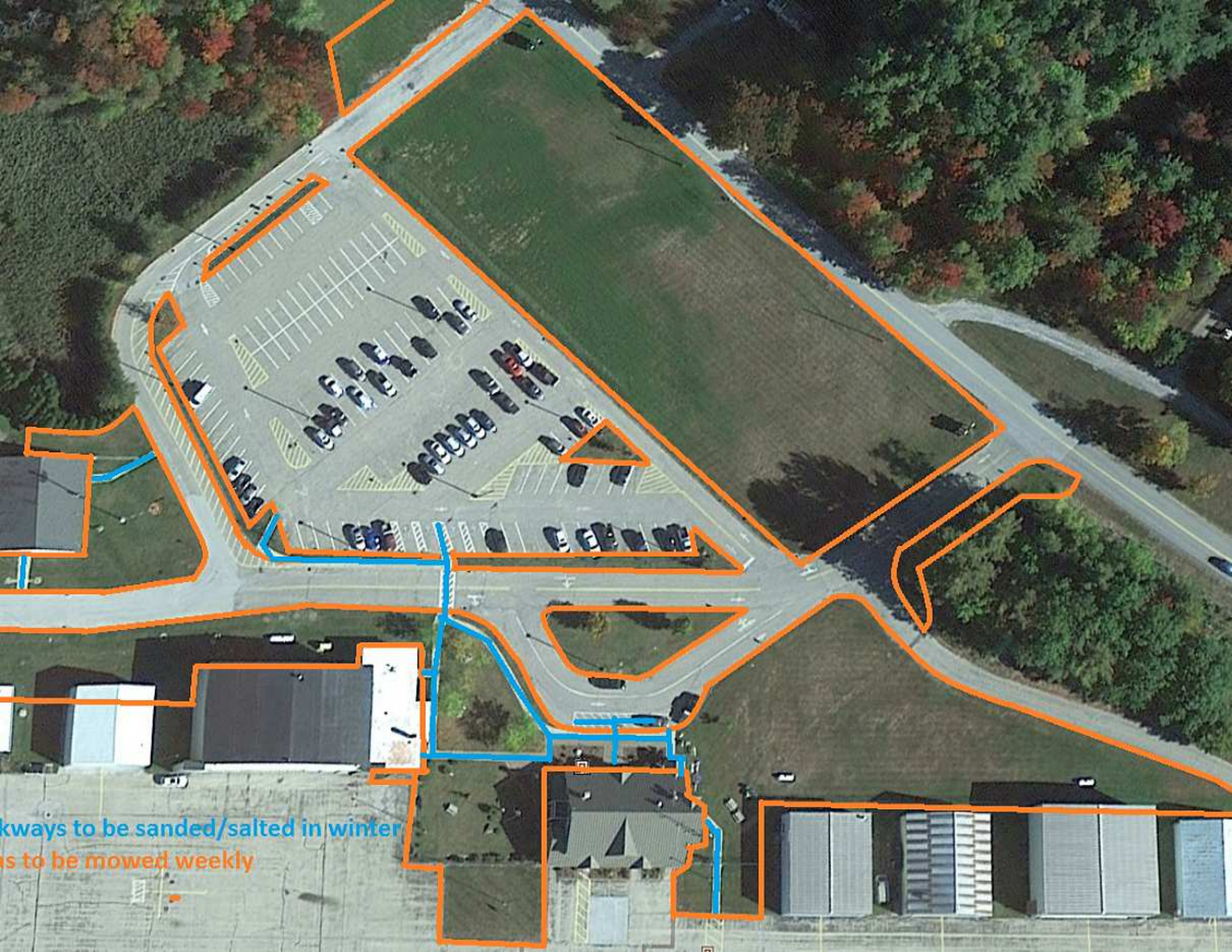
Flight #	Departure time	Arrival time
55	10:05 am	11:12 am
63	2:32 pm	3:39 pm
71	5:33 pm	6:45 pm

Schedule valid 10/17/16 thru 5/7/17.



800-CAPE-AIR [capeair.com](http://capeair.com)





ways to be sanded/salted in winter  
s to be mowed weekly



## PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. Contractor will be paid for products or services actually delivered or performed through the contract and individual Work Assignments, as specified in Attachment A, up to the maximum allowable amount specified in the contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State: a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract.
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. In consideration of the services performed by Contractor, the State shall pay Contractor in accordance with the approved schedule of rates. These rates are inclusive of all fees and expenses including mileage and travel time.
4. Contractor Material Mark-up: The State will not consider any contractor's material mark-up exceeding 10%.
5. Sub-Contractor Material Mark-up: The State will not consider any sub-contractor's material mark-up exceeding 5 % .
6. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
  - a. Work required during weekends, holidays, or outside of the typical working hours described in Attachment A section 1.3, shall be entitled to a rate increase. Any rate increase shall be identified on the Price Schedule. Written approval must be obtained from the VTrans representative before overtime hours are utilized.
  - b. Services may be issued on a time and materials basis or a fixed price. The following information is required on all invoices:
    - Company Name, address and contact information
    - Contract number and numbered invoice for this contract;
    - Work Assignment number
    - Dates of when work was performed;
    - Copy of quote originally submitted;
    - The agreed to markup for profit and overhead unless a previously agreed to billing schedule was approved in the contract;



- Certification that the contractor has no ownership (majority or minority) in any subcontractor they claim for profit and overhead;
  - Provide supporting documentation of material costs, in accordance with the percentage specified in the contract. This supporting documentation is required for verification.
- c. For projects billed on a Time & Materials basis, the following additional information must be included:
- Invoices shall include description of work, # of hours worked if applicable, including copies of time sheets and a certified payroll following the USDOL form (or comparable);
  - Copies of original receipts for all materials purchased or costs incurred as a result of the scope of work;
7. Contractor shall submit invoices to the State in accordance with the schedule set forth Payment Provisions, unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly. Invoices shall be submitted to the State at the following address:

Agency of Transportation Southern Airport  
Operations Manager  
1002 Airport Road  
North Clarendon, VT 05759

## Landscaping and Property Management Services at the Rutland Southern Regional Airport

### *SUMMER PRICE SCHEDULE*

#### **A. Provide hourly rates for the initial contract period of 2 YEARS.**

Job Title and Equipment	Hourly Rate	Hourly rate for off-hours, weekends, OT, holidays
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

#### **B. This contract can be extended up to two (2) additional 12-month periods with mutual agreement between both parties:**

Optional Year 3 Increase: Not to Exceed \_\_\_\_\_ %

Optional Year 4 Increase: Not to Exceed \_\_\_\_\_ %

#### **C. MARK UP:**

Contractor material mark-up: Not to exceed \_\_\_\_\_% (10% maximum cap)

Subcontractor mark-up: Not to exceed \_\_\_\_\_% (5% maximum cap)

Company Name:

Date:

## Landscaping and Property Management Services at the Rutland Southern Regional Airport

### WINTER PRICE SCHEDULE

#### A. Provide hourly rates for the initial contract period of 2 YEARS.

Job Title and Equipment	Hourly Rate	Hourly rate for off-hours, weekends, OT, holidays
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

#### B. This contract can be extended up to two (2) additional 12-month periods with mutual agreement between both parties:

Optional Year 3 Increase: Not to Exceed \_\_\_\_\_ %

Optional Year 4 Increase: Not to Exceed \_\_\_\_\_ %

#### C. MARK UP:

Contractor material mark-up: Not to exceed \_\_\_\_\_% (10% maximum cap)

Subcontractor mark-up: Not to exceed \_\_\_\_\_% (5% maximum cap)

Company Name:

Date:

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

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

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

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

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

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

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

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party’s indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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

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

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

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

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

\$1,000,000 Personal & Advertising Injury

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

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

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

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

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

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

**12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:**

**A. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

**B. Internal Controls:** In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

**C. Mandatory Disclosures:** In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

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

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

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

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

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

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

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

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

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

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

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and

liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

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

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

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

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

**23. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

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

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

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



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

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

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

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

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

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

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

(End of Standard Provisions)

**Landscaping and Property Management Services  
at the Rutland Southern Regional Airport**

**ATTACHMENT E**

*Company Information*

*(To be submitted with each Bid Package)*

Company Name:

Trade Name, if applicable:

Address:

**Please list TWO company contacts (required):**

**Project Manager Contact:**

**Administrative Contact:**

Name:

Name:

Email:

Email:

Phone:

Phone:

Additional Company Information:

**Checklist of Required Documents to submit with Bid Proposal:**

Attachment E: Company Information

Attachment F: Experience

Attachment G: References

Attachment H: Debarment and Non-Collusion Affidavit – Form CA-91 (fillable .pdf) *notarized*

Attachment I: Contractor's EEO Certification Form – Form CA-109 (fillable .pdf)

Attachment J: Workers Classification Compliance Requirement: Self Reporting and Subcontractor Reporting Form  
(fillable .pdf) Price Sheet

Contractor's current compliant Certificate of Insurance, one copy *if available*. (not mandatory with bid)

**Landscaping and Property Management Services  
at the Rutland Southern Regional Airport**

**EXPERIENCE**

Provide details concerning the form of business organization, company size and resources; describe particular experience relevant to providing Landscaping and Property Management Services, and list all current or past State projects. Use additional pages if necessary. Page limit – max 10 pages.

Company Name:

Company Experience pertaining to this Activity:

**Landscaping and Property Management Services  
at the Rutland Southern Regional Airport**

**REFERENCES**

Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance. Use additional pages if necessary. Page limit – max - 5 pages.

Company Name:

Company Qualifications pertaining to this Activity:

CA-91

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

I, \_\_\_\_\_, representing  
(Official Authorized to Sign Contracts)

\_\_\_\_\_ of \_\_\_\_\_,  
(Individual, Partnership or Corporation) (City or State)

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

\_\_\_\_\_  
(Project Name)

\_\_\_\_\_ project located on \_\_\_\_\_,  
(Project Number) (Route or Highway)

bids opened at \_\_\_\_\_,  
(Town or City)

Vermont on \_\_\_\_\_, 20\_\_\_\_.  
(Date)

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

Exceptions: \_\_\_\_\_ No \_\_\_\_\_ Yes. (If yes complete back of this form.)

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

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

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Name of Individual Signing Affidavit) L.S.

(My commission expires \_\_\_\_\_)

\_\_\_\_\_  
(Title of Individual Signing Affidavit) L.S.

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

EXCEPTIONS:

# ATTACHMENT I

STATE OF VERMONT  
AGENCY OF TRANSPORTATION

November, 1985  
CA-109

## CONTRACTOR'S EEO CERTIFICATION FORM

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

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

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

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

**WORKER CLASSIFICATION COMPLIANCE REQUIREMENT****Subcontractor Reporting Form  
Form 2 of 2**

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

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

The Contractor is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

Send Completed Form to: Vermont Agency of Transportation

One National Life Drive  
Montpelier, VT 05633-5001



# ATTACHMENT J

RFP/PROJECT NAME & NUMBER:  
DATE:

## WORKER CLASSIFICATION COMPLIANCE REQUIREMENT

### Self Reporting Form 1 of 2

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

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

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

Summary of Detailed Information	Date of Notification	Outcome

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

(Type or Print)

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

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