

Request for Quote (RFQ)

Labor and Materials for Improvements to the Bombardier Road Camel's Hump State Park, Bolton VT

~~July 12, 2018~~

Edited July 31, 2018- Edits in Red

Date Issued:	July 12, 2018
Non-Mandatory Project Showing:	July 23, 2018
Questions Deadline:	July 30, 2018
Answers Posted by:	August 1, 2018
Bids Due:	August 6, 2018

Primary Contact: **Jason Nerenberg**

Bids to: VT Department of Forests, Parks & Recreation
Attn: Jason Nerenberg
111 West Street
Essex Junction, VT 05452-4695

State of Vermont
Vermont Agency of Natural Resources
Department of Forests, Parks and Recreation (FPR)
1 National Life Drive, Davis 2
Montpelier, VT, 05620-3801

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**INVITATION TO SUBMIT QUOTE
DEPARTMENT OF FORESTS, PARKS AND RECREATION
STATE OF VERMONT**

Qualified professionals are invited to bid on **Bombardier Road Improvements**, to include labor and materials at **Camel's Hump State Park** in **Bolton**, Vermont.

Sealed Bids will be received by the Department of Forests, Parks and Recreation until **2:00 pm** on **August 6, 2018** at the following address:

**Department of Forest, Parks & Recreation
111 West Street
Essex Junction, VT 05452-4695**

Please note "**Bombardier Road Improvements**" on the outside of the proposal envelope. Faxed or e-mailed proposals will not be accepted.

Attached with this invitation are the project documents.

A **non-mandatory pre-proposal informational meeting** will be held on **July 23, 2018** beginning at **8:30 am**. The meeting will take place at the Catamount Trail Parking Area at the Base of Bombardier Woods Road, Duxbury Road, Bolton, VT. This parking area is approximately .3 miles East of the intersection of Honey Hollow Road and Duxbury Road in the town of Bolton.

The project site is gated. Potential bidders interested in inspecting the project site may contact Jason.nerenberg@vermont.gov for the gate combination.

Your attention is directed to the special instructions regarding the bid proposal submissions. Follow the instructions to bidders carefully.

Questions concerning this Request for Proposal should be directed to the Project Manager, **Jason Nerenberg, Stewardship Forester**, and may be contacted at **802-498-4342** or **Jason.nerenberg@vermont.gov**.

Questions will be received via e-mail only until July 30th, 2018. Questions generated by potential bidders and sent to the Project Manager will be **posted with answers by 4:30 pm on August 1, 2018 at the following website:**

http://fpr.vermont.gov/state_lands/management_planning/documents/district_pages/district_3/camels_hump_sp

INSTRUCTIONS FOR FIRMS SUBMITTING QUOTES

1. Read all provided materials carefully.
2. Complete all items on proposal form.
3. Provide additional information pertaining to the selection criteria for the Selection Committee's evaluation as you deem appropriate and as may be requested by this RFP.
4. Submission requirements:
 - a) Submit one (1) hard copy of BID PROPOSAL in a sealed envelope (mark envelope **"Bombardier Road Improvements"** by **2:00 p.m., August 6th, 2018** to the Vermont Dept. of Forests, Parks and Recreation, 111 West Street, Essex Junction, VT 05452-4695.

REMEMBER TO INCLUDE ALL REQUIRED ATTACHMENTS.

In the interest of reducing paper consumption and waste, bidders are asked to submit within the following guidelines.

Proposals and attachments should be double sided, on pages no larger than 8.5x11". Packets of submitted material shall be bound by **ONLY** a staple or clip on upper left hand corner of sheet.

Binders and plastic covers should not be used. Glossy and other hard to recycle material are discouraged

BID PROPOSAL
Labor and Materials
Bombardier Road Improvements
Camel's Hump State Park, Bolton, Vermont

TO: STATE OF VERMONT
Department Forests, Parks and Recreation
111 West Street
Essex Junction, Vermont **05452-4695**

DATE: _____

The undersigned proposes to provide all labor and materials necessary to **improve the Bombardier Road in Camel's Hump State Park with the goal of reducing storm-water inputs to Preston Brook**. These services shall be provided in accordance with the requirements of this Request for Proposal and its attachments prepared by the Department of Forests, Parks and Recreation, dated **7/12/18**.

The total fee proposed for basic services inclusive of all allowances is a Maximum Limiting amount of:

MAXIMUM LIMITING AMOUNT:

(Written)
(\$ _____)
(Figures)

The undersigned certifies that they are familiar with the contents of this Proposal and that they have examined the site and accept the existing conditions as those under which the work will be done.

Basis of award shall be as specified in the request for proposal.

The undersigned acknowledges the right of the Owner to accept or reject any or all Proposals, or to waive any informalities in the bidding.

The undersigned further agrees:

1. To hold their bid open for sixty (60) days after this day of Bid Opening.
2. To accept the provisions of the "Instructions to Bidders."
3. To enter into and execute a contract, if awarded on the basis of this proposal within ten (10) calendar days of notification of award.
4. To accomplish the work in accordance with the Bid Documents.
5. To complete the work in accordance with the specified schedule.
6. The amount of compensation paid to the undersigned for extra work and change orders in one of the following manners as directed by the Owner.
 - A. A price agreed upon between the Owner and the Contractor.
 - B. A price determined by adding 15% for overhead and profit to the total direct cost of any extra work.

The undersigned has attached:

1. Itemized price list

The undersigned acknowledges receipt of the following Addenda:

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Corporate Seal
(If Bidder is
a Corporation)

FIRM NAME: _____

ADDRESS: _____

STATE OF CORPORATION: _____

SIGNATURE: _____

PRINT OR TYPE NAME: _____

TITLE: _____

TELEPHONE NO.: _____

E-MAIL ADDRESS: _____

NOTE: If Bidder is a Partnership, give full names of all Partners.

Itemized Price List for: Bombardier Road Improvements

Item	Description	Quantity	Unit	Unit Price	Total
1	All labor, equipment and materials required to complete Bombardier Road Improvements as outlined in the "General Conditions" and "Specific Conditions" of the <i>Scope of Services</i> .	1	Lump Sum		
Subtotal Lump Sum Bid					
CONTINGENT ITEMS:					
2	Additional Crushed stone/aggregate plant mix. In place, shaped, and smoothed- Contingent (if needed)	up to 5	14 cy load		
3	Additional 12"- Crushed Stone. In place, shaped, and smoothed- Contingent (if needed)	up to 5	14 cy load		
4	Additional 5"- Crushed Stone. In place, shaped, and smoothed- Contingent (if needed)	up to 5	14 cy load		
5	Crusher-run gravel for surfacing road. In place, shaped, and smoothed- Contingent (if needed)	up to 5	14 cy load		
Total Bid*					

*Total Bid should be the total payment amount requested if ALL "contingent" items are required IN ADDITION TO the SUBTOTAL LUMP SUM BID. This is the number that should be entered into the "MAXIMUM LIMITING AMOUNT" line on the BID PROPOSAL FORM.

PLEASE INCLUDE THIS ITEMIZED PRICE LISTE WITH THE BID PROPOSAL FORM

Material Substitutions:

FPR has requested the use of four different stone and gravel materials. Please describe below any substitutions for the specific materials required:

- Crushed stone/aggregate plant mix-
- 12"- crushed stone-
- 5"- crushed stone-
- Crusher-run gravel-

END OF PROPOSAL

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PROJECT BACKGROUND

The Bombardier Road is a multi-purpose forest highway in Camel's Hump State Park, in the town of Bolton. The road is used by hikers, skiers, and for forest management purposes. Given more severe storm events in recent years, it is important to improve road infrastructure to insure resilience and mitigate stormwater impacts to surface water. The goal of this projects is to bring the road into full compliance with the *Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont* (AMPs) through the installation of ditch culverts, rock-lined ditches, and armored broad-based dips. In many cases, the road will be brought to a higher standard than the AMPs.

SCOPE OF SERVICES

General Conditions

Scope of work also includes provisions of Attachment "C" State of Vermont, Customary State Contract Provisions, which is attached to and considered part of this RFP.

Completion of this project shall be by **November 1, 2018**

The State Shall:

Flag the locations of work to be performed and conduct a pre-work meeting with the contractor to explain the work and answer any questions.

Procure and deliver all necessary culverts. ~~to the bottom of the Bombardier Road.~~
Culverts will be delivered to sites 16-38. All culverts for sites 1-14 will be delivered to the upper landing (approximately site 15)

Will arrange for the roadside to be mowed prior to work commencing.

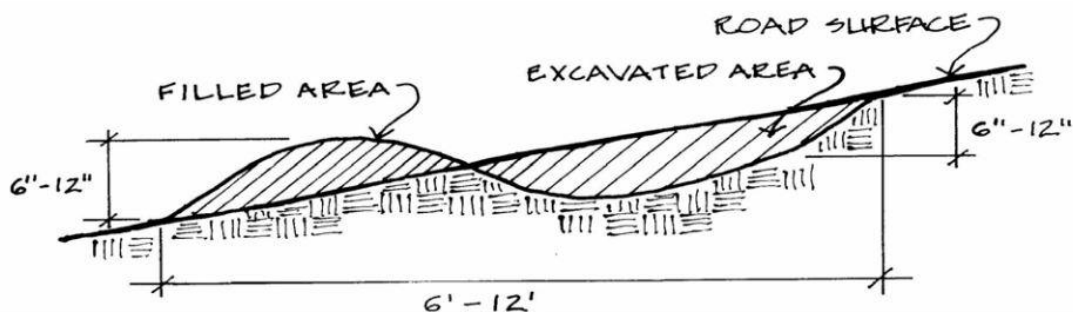
The Contractor shall:

Provide all materials (except for culverts), equipment, and labor needed to improve the Bombardier Road in accordance with the detailed scope of work below.

The work shall consist of:

- Culvert Work: Installing 18 new 18" culverts ranging in length from 20' to 38'; and 2 new 24" culverts ranging from 26' to 30'.
 - All culverts shall be installed with 14 cubic yards of crushed stone/aggregate plant mix compacted around culvert in 1 foot lifts. Culvert shall be level with the bottom of the ditch and have minimum coverage of 12" of road surface. Outlets of culverts shall not be channelized. Culvert outlets should be constructed to spread water out upon exit.
 - All culverts shall be installed with 1 cubic yard of 12" - crushed stone to armor the inlet and outlet and if necessary to plug the ditch downhill of the culvert.

- Ditch Work: Cleaning and shaping 1905 feet of roadside ditch
 - All ditches should follow the basic design suggested in the Vermont Better Backroads Manual. Where possible, ditches should be at least 18" deep, 24" wide at the base, and have sloped sides to a total minimum of 6 feet in width.
 - Ditches over 5% in slope will be lined with 12"- crushed stone, approximately .25 cubic yards of stone per linear foot of ditch. In accordance with the Vermont Better Backroads Manual.
 - All ditches not lined with stone shall be seeded and mulched with straw and conservation mix.
 - The *Specific Conditions* of the scope of work identifies which stretches of ditch will be stone lined and which will be seeded and mulched
 - 20 armored check dams shall be installed in roadside ditches. Each check dam will consist of 1 cubic yard of 12"- crushed stone.
 - 9 sediment retention/settlement ponds will be installed at the end of ditch lines. Size of pond will be appropriate to contain ditch flow. 2 cubic yards of 12"- crushed stone will armor the outlet of each pond.
- Broad Based Dips: Installing 38 stone-lined broad based dips in the road
 - All broad-based dips shall follow the basic design suggested in the Vermont Better Backroads (see figure 1). Manual and cross the trail at least at a 30 degree angled.
 - Each waterbar should be armored with 5 cubic yards of 5"- crushed stone added to the face of the berm. A smooth transition from the excavated area to the filled area is needed to leave the road drivable.



WATERBAR CROSS-SECTION

Figure 1: Design of armored broad based dip.

<http://vtrans.vermont.gov/sites/aot/files/highway/2009%20Better%20Backroads%20Manual.pdf>.

Specific Conditions- Site numbers reference *Project Location Map* on p. 17. At present the site is marked with flagging. Blue flags indicate locations of cross-drainage structures- either culverts or stone lined broad-based dips. Pink flags indicate ditch work.

Site 1 – Install new 18”x 30’ culvert. 14 cy crushed stone/aggregate plant mix. 1 cy 12”- crushed stone.

Site 2- Clean and shape 120’ of ditch.

Line 120’ ditch with stone. 30 cy 12”- crushed stone.

Install stone-lined retention pond at bottom of ditch. 2 cy 12”- crushed stone.

Install three stone check dams in ditch to slow ditch flow. 3 cy 12”- crushed stone.

Install stone-lined broad-based dip in road. 5 cy 5”- crushed stone.

Site 3- Install new 24”x 26’ culvert. 14 cy crushed stone/aggregate plant mix. 1 cy 12”- crushed stone.

Site 4- Install 50’ of new ditch.

Seed and mulch 50’ ditch.

Site 5- Clean and shape 85’ of ditch.

Line 85’ ditch with stone. 21.25 cy 12”- crushed stone.

Install two stone check dams in ditch to slow ditch flow. 2 cy 12”- crushed stone.

Install stone-lined broad-based dip in road. 5 cy 5”- crushed stone.

Install stone-lined retention pond at bottom of ditch. 2 cy 12”- crushed stone.

Deliver and spread crusher run gravel over culvert between site 5 and site 6. 14 cy- crusher-run gravel

Site 6- Clean and shape 45’ of ditch.

Line 45’ of ditch with stone. 11.25 cy 12”- crushed stone.

Install stone-lined retention pond at bottom of ditch. 2 cy 12”- crushed stone.

Install stone-lined broad-based dip in road. 5 cy 5”- crushed stone.

Site 7- Clean and shape 120’ of ditch.

Line 120’ ditch with stone. 30 cy 12”- crushed stone.

Install 18” x 30’ culvert. 14 cy crushed stone/aggregate plant mix. 1 cy 12”- crushed stone.

Install stone-lined broad-based dip in road. 5 cy 5”- crushed stone.

Site 8- Install new 18”x 36’ culvert. 14 cy crushed stone/aggregate plant mix. 1 cy 12”- crushed stone.

Clean and shape 150’ of ditch.

Line 150’ of ditch with stone. 37.5 cy 12”- crushed stone.

Install three stone check dams in ditch to slow ditch flow. 3 cy 12”- crushed stone.

Install stone-lined retention pond at bottom of ditch. 2 cy 12”- crushed stone.

Install stone-lined broad-based dip in road. 5 cy 5”- crushed stone.

Install 12" minus stone around inlet and outlet of existing 36" culvert. 7 cy 12"- crushed stone.

Site 9- Install new 18"x 30' culvert. 14 cy crushed stone/aggregate plant mix. 1 cy 12"- crushed stone.

Install stone-lined broad-based dip in road. 5 cy 5"- crushed stone.

Site 10- Install new 18"x30' culvert. 14 cy crushed stone/aggregate plant mix. 1 cy 12"- crushed stone.

Clean and shape 120' of ditch.

Line 120' of ditch with stone. 30 cy 12"- crushed stone.

Install three stone check dams in ditch to slow ditch flow. 3 cy 12"- crushed stone.

Install stone-lined retention pond at bottom of ditch. 2 cy 12"- crushed stone.

Install stone-lined broad-based dip in road. 5 cy 5"- crushed stone.

Site 11- Install 18"x30' culvert. 14 cy crushed stone/aggregate plant mix. 1 cy 12"- crushed stone.

Clean and shape 100' of ditch.

Seed and mulch 100' of ditch.

Clean and shape 30' of ditch.

Line 30' of ditch with stone. 7.5 cy 12"- crushed stone.

Install stone-lined retention pond at bottom of ditch. 2 cy 12"- crushed stone.

Site 12- Install stone-lined broad-based dip in road. 5 cy 5"- crushed stone.

Site 13- Install 18"x36' culvert. 14 cy crushed stone/aggregate plant mix. 1 cy 12"- crushed stone.

Clean and shape 50' of ditch.

Line 50' of ditch with stone. 12.5 cy 12"- crushed stone.

Install one stone check dams in ditch to slow ditch flow. 1 cy 12"- crushed stone.

Install stone-lined retention pond at bottom of ditch. 2 cy 12"- crushed stone.

Install stone-lined broad-based dip in road. 5 cy 5"- crushed stone.

Site 14- Install three stone-lined broad-based dips in road. 15 cy 5"- crushed stone.

Site 15- Clean and shape 100' of ditch

Seed and mulch 100' of ditch

Install stone-lined broad-based dip in road. 5 cy 5"- crushed stone.

Clean and shape 60' of ditch

Seed and mulch 60' of ditch

Install stone-lined broad-based dip in road. 5 cy 5"- crushed stone.

Site 16- clean and shape 150' of ditch

Seed and mulch 150' of ditch

Install two stone-lined broad-based dip in road. 10 cy 5"- crushed stone.

Site 17- Install stone-lined broad-based dip in road. 5 cy 5"- crushed stone.

Clean and shape 220' of ditch

Seed and mulch 220' of ditch

Site 18- Install stone-lined broad-based dip in road. 5 cy 5"- crushed stone.

Clean and shape 70' of ditch

Line 70' of ditch with stone. 17.5 cy 12"- crushed stone.

Site 19- Install one stone check dam in existing ditch to slow ditch flow. 1 cy 12"- crushed stone.

Install stone-lined retention pond at end of ditch. 2 cy 12"- crushed stone.

Do not disturb remaining ditch.

Rebuild headwall at inlet and outlet of existing culvert. 2 cy 12"- crushed stone.

Site 20- Clean and shape 20' of ditch.

Seed and mulch 20' of ditch.

Install stone-lined broad-based dip in road. 5 cy 5"- crushed stone.

Site 21- Install 18"x24' culvert. 14 cy crushed stone/aggregate plant mix. 1 cy 12"- crushed stone.

Clean and shape 60' of ditch.

Seed and mulch 60' of ditch.

Site 22- Install stone-lined broad-based dip in road. 5 cy 5"- crushed stone.

Site 23- Install 18"x24' culvert. 14 cy crushed stone/aggregate plant mix. 1 cy 12"- crushed stone.

Install stone-lined broad-based dip in road. 5 cy 5"- crushed stone.

Install one stone check dam in existing ditch. 1 cy 12"- crushed stone.

Install stone-lined retention pond at bottom of ditch. 2 cy 12"- crushed stone.

Site 24- Install 18"x26' culvert. 14 cy crushed stone/aggregate plant mix. 1 cy 12"- crushed stone.

Install two stone check dams in existing ditch. 2 cy 12"- crushed stone.

Site 25- Install 18"x24' culvert. 14 cy crushed stone/aggregate plant mix. 1 cy 12"- crushed stone.

Clean and shape 165' of ditch.

Seed and mulch 165' of ditch.

Site 26- Install two stone-lined broad-based dips in road. 10 cy 5"- crushed stone.

Site 27- Clean and shape 140' of ditch.

Line 140' of ditch with stone. 35 cy 12"- crushed stone.

Install four stone check dams in ditch to slow ditch flow. 4 cy 12"- crushed stone.

Armor washed out section of road with stone found on site.

Site 28- Install 18"x28' culvert. 14 cy crushed stone/aggregate plant mix. 1 cy 12"-crushed stone.

Install two stone-lined broad-based dips in road. 10 cy 5"- crushed stone.

Site 29- Install 18"x24' culvert. 14 cy crushed stone/aggregate plant mix. 1 cy 12"-crushed stone.

Site 30- Install 24"x30' culvert. 14 cy crushed stone/aggregate plant mix. 1 cy 12"-crushed stone.

Install stone-lined broad-based dip in road. 5 cy 5"- crushed stone.

Site 31- Install 18" x 24' culvert. 14 cy crushed stone/aggregate plant mix. 1 cy 12"-crushed stone.

Install three stone-lined broad-based dips in road. 15 cy 5"- crushed stone.

Site 32- Clean and shape 50' of ditch

Seed and mulch 50' of ditch

Install stone-lined broad-based dip in road. 5 cy 5"- crushed stone.

Site 33- Install 18"x38' culvert. 14 cy crushed stone/aggregate plant mix. 1 cy 12"-crushed stone.

Install two stone-lined broad-based dips in road. 10 cy 5"- crushed stone.

Site 34- Install 18"x28' culvert. 14 cy crushed stone/aggregate plant mix. 1 cy 12"-crushed stone.

Install stone-lined broad-based dip in road. 5 cy 5"- crushed stone.

Site 35- Install 18"x24' culvert. 14 cy crushed stone/aggregate plant mix. 1 cy 12"-crushed stone.

Install two stone-lined broad-based dips in road. 10 cy 5"- crushed stone.

Site 36- Install 18"x26' culvert. 14 cy crushed stone/aggregate plant mix. 1 cy 12"-crushed stone.

Site 37- Install two stone-lined broad-based dips in road. 10 cy 5"- crushed stone.

Site 38- Install stone-lined broad-based dip in road. 5 cy 5"- crushed stone.

Install stone-lined retention pond at outlet of dip. 2 cy 12"- crushed stone.

Project Summary:

18 new 18" culverts (14 yards plant mix per culvert) 252 cy plant mix

2 new 24" culverts (14 yards plant mix per culvert) 28 cy plant mix

Install stone at inlet/outlet of each new culvert

(1 cy/ culvert)

20 cy 12"- crushed stone

Armor inlet/outlet of two existing culverts

9 cy 12"- crushed stone

Ditch cleaning and shaping

1905 linear feet

Seed and mulch ditch	975 linear feet
Stone lining cleaned ditches (.25 yards per foot)	930 linear feet / 232.5 cy 12"-crushed stone
38 stone-lined broad-based dips (5 yard/ditch)	190 cy 5"- crushed stone
20 armored check dams (1 yard/dam)	20 cy 12"- crushed stone
9 10 retention ponds (2 yards/pond)	18 cy 12"- crushed stone

Materials Summary

Crushed stone/aggregate plant mix:	280 cy
12"- crushed stone	301.5 cy
5"- crushed stone	190 cy
Crusher run gravel	14 cy

SCHEDULE

Non-mandatory Project Showing:	July 23, 2018 at 8:30 am
Questions Deadline:	July 30, 2018 by 4:30 pm
Answers Posted:	August 1, 2018 by 4:30 pm
Bids Due:	August 6, 2018 by 2:00 pm
Execute Contract:	August 20, 2018
Completion Date:	November 1, 2018

PAYMENT STRUCTURE

Payments will be in accordance with Attachment B of the Sample Contract.

SELECTION PROCESS and BASIS OF AWARD

The State reserves the right to reject any or all proposals received as of result of this RFP for any reason, to waive minor irregularities in any proposal received, and to negotiate with any party in any manner deemed necessary to best serve the interest of the State.

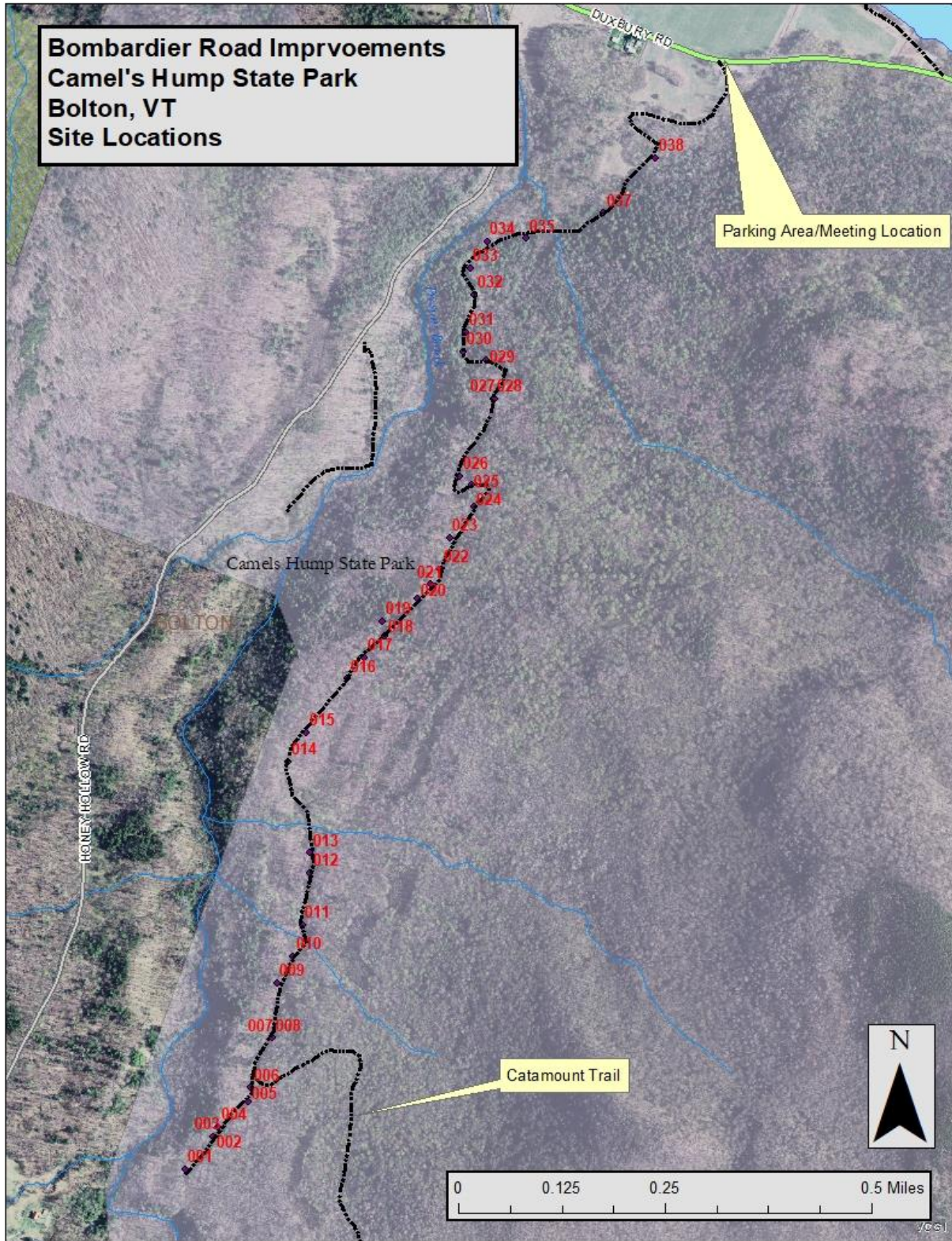
The selection for the contract shall be made based on the following evaluation criteria.

If a product other than the manufacturer and model specified is bid, a committee of staff from FPR will review all proposals to determine which one is most advantageous to the State. Evaluation will be based on the following criteria:

Evaluation Criteria

1. Bid package total price
2. Ability to complete project within required time frame.
3. Demonstrated similar projects with satisfactory completion.
4. Completeness of requirements of RFQ.

PROJECT LOCATION MAP





SFA - STANDARD CONTRACT

1. Parties: This is a contract for non-personal services between the State of Vermont, Department of Forests, Parks & Recreation (hereinafter called "State"), and **Contractor Name** with principal place of business at **Contractor Address** (hereafter called "Contractor"). Contractor's form of business organization is a **Form of Business from W-9 (LLC, Corporation, Sole Proprietor, etc)**.
2. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number. Contractor certifies under the pains and penalties of perjury that, as of the date that this agreement is signed, the contractor 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.
3. Subject Matter: The subject matter of this contract is **DESCRIBE**non-personal**** Services generally on the subject of **PROJECT DESCRIPTION AND LOCATION**. Detailed services to be provided by the contractor are described in Attachment A.
4. 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 \$**Maximum Limiting Amount**.
5. Contract Term: Shall begin on **Date** and end on **Date**.
6. Prior Approvals: If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.
 - Approval by the Attorney General's Office **is/is not** required.
 - Approval by the Secretary of Administration **is/is not** required.
 - Approval by the CIO/Commissioner ADS **is/is not** required.
7. 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.
8. Cancellation: This contract may be canceled by either party by giving written notice at least 30 days in advance.
9. Attachments: This contract consists **of # pages** including the following attachments which are incorporated herein:
 - Attachment A – Specifications of Work to be Performed
 - Attachment B – Payment Provisions & Budget
 - Attachment C – Standard Contract Provisions for Contracts and Grants
 - Attachment D – **E – F – G As needed**

9. Order of Precedence: Any ambiguity, conflict or inconsistency in the Contract Documents 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 A
- (4) Attachment B

(5) **USE PROF. SERVICES OR CONSTRUCTION SERVICES TEMPLATE WHEN SERVICES BEING PROVIDED WARRANT A PRE-APPROVED ATTACHMENT D. THE ORDER OF PRECEDENCE DIFFERS DEPENDING ON SERVICES BEING PROVIDED. List other attachments in order of precedence**

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS CONTRACT.	
STATE OF VERMONT	CONTRACTOR
By:	By:
_____	_____
Michael C. Snyder, Commissioner	Name: (Print) _____
Department of Forests, Parks & Recreation	Title: _____
Date: _____	Date: _____

**ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED**

The Contractor shall complete the project described below in accordance with specifications and conditions set forth herein.

1. Use this language ONLY if the end term date exceeds the scheduled completion date. If the completion date and end term of the contract match this is not required. The work on the project shall be completed by Date. Extension of work on the project beyond this date within the dates of the contract term must be pre-approved, in writing, by the State.

Use a numbered list layout:

1. Scope of work
 - a. Item 1
 - b. Item 2
 - c. Etc.

DETAILED SCOPE OF WORK WILL BE INCORPORATED HERE

ALL TECHNICAL SPECIFICATIONS, DRAWINGS, SPECIAL CONDITIONS SHALL BE INCORPORATED WITH ATTACHMENT A.

ANY DOCUMENT REFERENCE MUST BE INCORPORATED AS AN ATTACHMENT OR EXPLICITLY REFERENCED IF A "PUBLISHED" DOCUMENT (IE. NATIONAL ELECTRIC CODE, SEDIMENT CONTROL HANDBOOK, VTRANS SPECIFICATIONS, ETC.)

DO NOT INCLUDE BID LANGUAGE, ADDENDA, ETC. THE LANGUAGE SHOULD REFLECT THE FINAL AGREED UPON SCOPE.

PHASING, BENCHMARKS, MILESTONES, DELIVERABLES, UNITS, ETC. IF DETAILED SHOULD ALIGN WITH THE PAYMENT TERMS IF PAYMENT WILL BE MADE BASED ON THE PHASING, BENCHMARKS, MILESTONES, DELIVERABLES, UNITS, ETC.

ADDITIONAL GUIDANCE IS PROVIDED IN BULLETIN 3.5, APPENDIX II

ALL PAYMENT/FINANCIAL DETAILS SHOULD APPEAR ONLY IN ATTACHMENT B.

**ATTACHMENT B
PAYMENT PROVISIONS**

1. Upon completion of work, and presentation and approval of an invoice the State shall pay a lump sum amount of \$ CONTRACT AMOUNT or an approved portion of the lump sum amount as detailed below.
 - a. Invoiced amounts for progress payments must be invoiced no more frequently than once per month, for no more than the completed portion of work, and are subject to verification by the State.
 - b. Verification of work progress shall be made based on % completed, and in all cases, shall maintain enough balance in the contract for the State to complete the work outlined in the contract if necessary.
 - c. Progress payments for materials purchased and stored at Contractor’s premises can be made subject to inspection of the State, verification of payment to the supplier and proof of insurance against loss by the Contractor.

2. The Contract total includes a contingency not to exceed amount which shall be available to address minor additions or expenses to the scope of work subject to estimate and pre-approval of the State. Payments for the allowance is not guaranteed as part of this contract, and additional work must be approved by the State, in writing, prior to execution. Payments shall be at the previously established rates and upon the rate schedule which follows:

DESCRIPTION	UNIT	UNIT COST
Name/position/task	Hour / LS / Each	\$
Name/position/task	Hour / LS / Each	\$
Name/position/task	Hour / LS / Each	\$
Name/position/task	Hour / LS / Each	\$
Name/position/task	Hour / LS / Each	\$
Additional Misc Materials	Lump sum	Invoice plus ____%
Subcontractor	Lump sum	Invoice plus ____%
Allowance Total Not to Exceed		\$

3. If the work described in any invoice as provided by the contractor, has not been completed to the satisfaction of the State, as determined by the project manager, the State reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges.

4. The State shall not be responsible for any other expenses of the Contractor.

5. Invoice Submission: The Contractor shall submit all invoices by e-mail to the accounts payable office: ANR.FPRAgreements@vermont.gov copying the State's Project Manager: **Name, e-mail**

Invoices shall display the name and remit address of the Contractor, a unique invoice number, invoice date, an itemization of charges and be addressed to:

Vermont Department of Forests, Parks and Recreation
Accounts Payable
1 National Life Drive, Davis 2
Montpelier, VT 05620-03801

In the event that the Contractor cannot submit invoices by e-mail invoices shall be mailed to the above address.

6. Payment Terms for this contract will be net 30 from date of invoice in accordance with State of Vermont Finance and Management Policy #5.0 Dated June 2008.

SAMPLE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

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

\$1,000,000 Personal & Advertising Injury

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

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

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

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

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

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures,

nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

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

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

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

16. Taxes Due to the State:

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

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

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

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

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

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

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

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

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

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

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

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

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

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

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

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the

end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

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

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

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

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

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

- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of

sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

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

(End of Standard Provisions)

SAMPLE

STANDARD CONTRACT AMENDMENT

- Parties:** This is an Amendment for Contract #**XXOO** for services between the State of Vermont, Department of Forests, Parks, & Recreation (hereinafter called “State”), and **CONTRACTOR NAME** with principle place of business at **CONTRACTOR ADDRESS, VT XOXO** (hereinafter called “Contractor”). This is the **XX** change.
- Taxes Due to the State:** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor 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.
- Child Support (Applicable to natural personas only; not applicable to corporations, partnerships or LLC’s):** Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.
- Certification Regarding Suspension or Debarment:** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor’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.

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

- Reason for Amendment:** The reason for this amendment is to COMPLETE

Change: Page 1, #3 Maximum Amount: CHANGE THIS INFO AS NEEDED, AMOUNT, END TERM, SCOPE OF WORK

Delete: \$00.00

Insert: \$00.00

- Amendment:** All other terms and conditions of the original contract remain in full force and effect. No other changes, modification 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.

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

STATE OF VERMONT

CONTRACTOR

By:

By:

Michael C. Snyder, Commissioner

Name: (Print) _____

Department of Forests, Parks & Recreation

Title: _____

Date: _____

Date: _____

SAMPLE