



Department of Buildings and General Services
BGS Financial Operations
Office of Purchasing & Contracting
10 Baldwin St [phone] 802-828-2215
Montpelier VT 05633-7501 [fax] 802-828-2222
<http://bgs.vermont.gov/purchasing>

Agency of Administration

SEALED BID

REQUEST FOR PROPOSAL CLERK-OF-THE-WORKS DISTRICT COURT BENNINGTON

ISSUE DATE: March 26, 2010

QUESTIONS DUE BY: Wednesday, April 14, 2010 at 3:00 PM

DUE DATE and TIME: Wednesday, April 21, 2010 at 2:00 PM

LOCATION OF BID OPENING: 10 Baldwin St, Montpelier

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

<http://bgs.vermont.gov/purchasing/bids>

THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK <http://bgs.vermont.gov/purchasing/bids> FOR ANY AND ALL NOTIFICATIONS, RELEASES AND AMENDMENTS ASSOCIATED WITH THE RFP.

PURCHASING AGENT: Robert Pierce
TELEPHONE: (802) 828-2215
E-MAIL: robert.pierce@state.vt.us
FAX: (802) 828-2222

1. **OVERVIEW:**

- 1.1. **SCOPE AND BACKGROUND:** The Office of Purchasing & Contracting is seeking to establish purchasing agreements with one or more companies or individuals that can provide Clerk of the Works Services located at the District Court, Bennington, Vermont.
- 1.2. **CONTRACT PERIOD:** Contracts arising from this request for proposal will be for a period of **16 months** with an option to renew for additional 1 **-month** periods. The contract duration is not a guarantee for billable hours of work, Proposed start date will be **June 15, 2010**.
- 1.3. **SINGLE POINT OF CONTACT:** All communications concerning this Request for Proposal (RFP) are to be addressed in writing to the attention of: **Robert Pierce**, Purchasing Agent, State of Vermont, Office of Purchasing & Contracting, 10 Baldwin St - Montpelier, Montpelier, VT 05633-7501. **Robert Pierce**, Purchasing Agent is the sole contact for this proposal. Actual contact with any other party or attempts by bidders to contact any other party could result in the rejection of their proposal.
- 1.4. **BIDDERS' CONFERENCE:** There will be no bidders conference scheduled. Bidders are invited to contact Peter G. Hack, Project Manager to review the project at (802-828-5976).
- 1.5. **QUESTION AND ANSWER PERIOD:** Any vendor requiring clarification of any section of this proposal or wishing to comment or take exception to any requirements or other portion of the RFP must submit specific questions in writing no later than **Wednesday, April 14, 2010 at 3:00 PM**. Questions may be e-mailed to robert.pierce@state.vt.us. Any objection to the RFP or to any provision of the RFP, that is not raised in writing on or before the last day of the question period is 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://bgs.vermont.gov/purchasing/bids>. Every effort will be made to have these available as soon after the question period ends, contingent on the number and complexity of the questions.
- 1.6. **INSTRUCTIONS FOR BIDDERS:** see sections 5 and 6.

2. **DETAILED REQUIREMENTS:**

2.1. **Role of the Clerk:**

The Clerk-of-the-Works serves as the State's on-site representative on a day to day basis. The Clerk-of-the-Works shall be stationed at the work site and may have duties and responsibilities at other project sites as designated by the Project Manager and shall be responsible for assisting the Project Manager by overseeing the General Contractor's work. It is the primary role of the Clerk to observe the progress and quality of work as is reasonably necessary throughout all stages of construction to determine that it is proceeding in accordance with the construction documents. The Clerk provides protection for the State against defects and deficiencies in the Work of the General Contractor as well as any subcontractors working on the Project.

Communications by the Clerk-of-the-works shall, in general, be restricted to the Project Manager and General Contractor. It shall be the responsibility of the Project Manager to ensure that the project's Architect is made aware of all substantive communications between the Clerk-of-the-works, the General Contractor, and the Project Manager. The Clerk-of-the-works shall not communicate with Subcontractors or material suppliers except with the prior written consent of the Project Manager and the General Contractor.

2.2. **Definitions:** For the purpose of this Request for Proposal (RFP), the following terms shall be defined as:

"Work": "The Work" comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

This RFP is specifically intended for the renovation of the District Court/State Office Building in Bennington, Vermont. The project includes but is not limited to major demolition, sitework, concrete, masonry, structural steel, interior fitup, mechanical and electrical trades. The project generally consists of demolishing 30,000 sf of a one story building, building a new 3 story/30,000 sf addition and gut renovating 30,000 sf of existing building.

2.3. **Duties and Responsibilities:** The Clerk-of-the-works may as directed by the Project Manager:

- 2.3.1. Provide all necessary office equipment and supplies to perform required duties and responsibilities. For example, computer, digital camera, pager/cell phone, tapes measure. Also, the Clerk shall provide his own reliable transportation to & from worksite, provide basic clothing & protective gear required on a jobsite including but not limited to hardhat, safety glasses, steel toe boots, foul weather gear, etc.
- 2.3.2. Develop a thorough familiarity with the purpose of the Project to be constructed, with the State's requirements, with the design, and with the Contract Documents.
- 2.3.3. Perform on-site observations of the progress and quality of the Work as may be reasonably necessary to determine, in general, if the Work is being performed in a manner indicating that the Work when completed will be in conformance with the Contract Documents or whether the Work requires special inspection or testing to determine if the Work is being performed in conformance with the Contract Documents.
- 2.3.4. Monitor the General Contractor's construction schedule(s) on an ongoing basis and immediately alert the Project Manager to conditions that may lead to delays in completion of the work.
- 2.3.5. Receive and immediately transmit to the Project Manager any requests from the General Contractor for information. The Clerk-of-the-works may, after consulting with the Project Manager and obtaining his or her prior written consent, provide interpretations of Contract Documents. The Clerk-of-the-works may, after consulting with the Project manager and obtaining his or her prior written consent, assist the General Contractor or the General Contractor's superintendent in understanding the intent of the Contract Documents.
- 2.3.6. Meet, verify identification, and accompany any inspectors from local, state, or federal agencies having jurisdiction over the Project. Immediately report the results of such inspections to the Project Manager. Monitor any corrective actions. Document with photographs as necessary.
- 2.3.7. Review field reports from architects and engineers and transmit them to the Project Manager. Monitor any correction actions.
- 2.3.8. Observe materials delivered to the site and used by the subcontractors to ensure that materials used are those specified or approved substitutes, and that materials are in good condition and free from defects. Report problems immediately to the Project Manager and the General Contractor. Document with photographs as necessary. The Clerk-of-the-works is authorized to receive samples which are required to be furnished at the site. The Clerk-of-the-works will record the date the sample was received, from whom it was received, and immediately notify the Project Manager to arrange examination and approval or rejection by the Project Manager.
- 2.3.9. Monitor the proper storage of materials, including any off-site storage. Report problems immediately to Project Manager and General Contractor. Include recommendation to Project Manager if, in the Clerk-of-the-works opinion, any materials should be replaced due to improper storage. Document with photographs as necessary.
- 2.3.10. Attend all project meetings as the State's on-site representative, unless Project Manager directs otherwise, and prepare and submit written report to Project Manager of all meetings attended.
- 2.3.11. Observe all tests required by the Contract Documents. Record and Report to Project Manager on test procedures and test results: verify testing invoices to be paid by the State.
- 2.3.12. Maintain records at the project site in an orderly manner. Records must include correspondence, Contract Documents, Change Orders, Construction Change Directives, reports of site meetings, Shop Drawings, Product Data, and similar submittals, supplementary drawings, color schedules, requests for payment, and names, addresses, telephone numbers, and email addresses (where applicable) of the General Contractor, any subcontractors and principal material suppliers.
- 2.3.13. Maintain a daily log book of all activities at the site, including progress reports, weather conditions, nature and location of Work being performed, written instructions and interpretations given to the General Contractor, subcontractors on-site, and any specific observations. Record any occurrence of Work that might result in a claim for a change in Contract Sum or Contract Time. Maintain a list of all visitors, their titles, and time and purpose of their visit.
- 2.3.14. Observe the Contractor's record copy of the Drawings, Specifications addenda, Change Orders, and other Modifications at intervals appropriate to the stage of construction and notify the Project Manager of any apparent failure by the General Contractor to maintain up-to-date records.
- 2.3.15. Receive and review all requests for payment from Contractor and forward to the Project Manger with recommendations for disposition.

- 2.3.16. If the Project involves an occupied facility, assist in the coordination of access to various parts of the facility by the Contractor, Architect, consultants, and occupants.
- 2.3.17. Carefully coordinate and monitor any occupation of the facility by the occupants prior to final completion of the work. Be especially alert to any conditions which may lead to claims for damages; immediately notify Project Manager of any such conditions.
- 2.3.18. Coordinate and direct the Work of any contractor hired directly by the State to work on the Project.
- 2.3.19. Review the list of items to be completed or corrected which is submitted by the General Contractor with a request for issuance of a Certificate of Substantial Completion.
- 2.3.20. Attend inspections conducted by the Architect to determine the date or dates of substantial completion and the date of final completion. Report to the project manager any observations or recommendations resulting from the Architect's inspections. Observe commissioning and make recommendations to Project Manager regarding compliance with the Contract Documents.
- 2.3.21. Assemble and ensure that Project Manager has all documentation required of the Contractor prior to completion of the Work including, but not limited to: technical manuals, operators manuals, manufacturers instructions, as-built drawings, and similar documents.
- 2.3.22. Coordinate training of the State's staff on equipment operations and maintenance as required by the Contract Documents.
- 2.3.23. Receive and inventory keys, special tools, filters, spare parts, and similar items for transfer to the Project Manager.
- 2.3.24. Any other duties or responsibilities identified by Project Manager and agreed to by Clerk-of-the-Works in writing.

2.4. Limitations on Authority:

- 2.4.1. In the event of a conflict or ambiguity in the terms of this Agreement and the Contract Documents, the Contract Documents shall control.
- 2.4.2. In the event of a conflict or ambiguity in the terms of this Agreement and the Agreement between the State of Vermont and the Architect hired by the State for this Project, the Agreement between the State of Vermont and the Architect shall control.
- 2.4.3. The Clerk-of-the-works, in acting on behalf of the State, shall not exceed the authority granted in this agreement. The Clerk-of-the-works shall not:
 - (1) Authorize any deviation, change, or alteration from the Contract Documents.
 - (2) Approve substitute materials or equipment.
 - (3) Personally conduct or participate in tests or third party inspections.
 - (4) Assume any of the responsibilities of the General Contractor's superintendent, or subcontractors, or of the Architect or the Architect's Project Representative.
 - (5) Expedite the Work of the General Contractor.
 - (6) Have control over the charge of or be responsible for construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.
 - (7) Issue a Certificate for Payment, Certificate of Substantial Completion, or Certificate of Final Completion.
 - (8) Prepare or certify to the preparation of a record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications.
 - (9) Reject Work or require special inspection or testing.
 - (10) Accept, distribute, or transmit submittals made by the General Contractor that are not required by the Contract Documents.
 - (11) Order the General Contractor to stop the Work, or any portion thereof.

3. GENERAL REQUIREMENTS:

3.1. **PRICING:** Any and all costs that you wish the state to consider must be submitted for consideration as part of the hourly rate.

3.1.1. Contractor shall be paid based on documentation and itemization of work performed and included in invoicing. Invoicing must contain a detail of services including dates and hours of work performed and rates of pay. Invoicing must also contain a detail of items and cost for any allowable reimbursable expense (parts, allowable travel, etc.). The State shall not be responsible for any unauthorized expenses of the Contractor.

3.1.2. For its part, in consideration of the clerk-of-the-works services performed by the Contractor, the State agrees to pay Contractor in accordance with the following schedule of rates:

- An hourly rate of pay **while on the job site** with straight time for any time over eight (8) hours, including weekends and holidays. Hours are on an as needed basis with a schedule developed with the project manager. The hourly rate shall not be earned while traveling to or from the job site.
- Mileage reimbursement shall be paid from the work site, as established in the contract, to and from any other project or projects at the prevailing state rate as established by the U.S. General Services Administration (GSA). No other mileage reimbursements, such as from home to job site, is allowable.
- Overnight expense are not reimbursable & should be included into hourly rate, if anticipated by Contractor.

3.1.3. Any services outside of agreement shall not be allowed.

3.2. **INVOICING:** All invoices are to be rendered by the Contractor on the vendor's standard billhead and submitted on a bi-weekly basis and shall specify the address to which payments will be sent. Invoices shall be submitted to Department of Building & General Services. Invoices shall include identification of project & name of Project Manager.

3.3. **CANCELLATION:** The State specifically reserves the right to cancel the contract, or any portion thereof, if, in the opinion of its Commissioner of Buildings and General Services, the services or materials supplied by the contractor are not satisfactory or are not consistent with the terms of the contract

3.4. **METHOD OF AWARD:** Awards will be made under the provisions of 29 V.S.A. § 152. The State may award one or more contracts and reserves the right to make additional awards if such award is deemed to be in the best interest of the State.

3.4.1. **Evaluation Criteria:** The selection of a clerk-of-the-works for inclusion on the active and approved list will not be based on wage requirements alone; the selection is also "qualification" based and could differ based on the size and complexity of each project. As a guide for individuals submitting a proposal, the following information should be furnished to enable a thorough review and evaluation by the Selection Committee:

- Resume of education and experience, specifically construction related.
- Licenses or certifications.
- Personal references.
- Professional references – architects, engineers, contractors, etc.
- Wage requirements – dollars/hour or acceptable range.
- Work schedule restrictions (part-time, full-time, maximum days per week, maximum hours per week months per year, etc.)
- Presentation: Discussion of candidate's experience, education, communication and organizational skills and other pertinent topics.

3.5. **CONFIDENTIALITY:** The successful response will become part of the contract file and will become a matter of public record, as will all other responses received. If the response includes material that is

considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.

- 3.6. **CONTRACT TERMS:** The selected vendors will sign a contract with the State to provide the items named in their responses, at the prices listed. Minimum support levels, terms, and conditions from this RFP, and the vendor's response will become part of the contract. This contract will be subject to review throughout its term. The State will consider cancellation upon discovery that a vendor is in violation of any portion of the agreement, including an inability by the vendor to provide the products, support, and/or service offered in their response.
- 3.7. **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.
- 3.8. **TAXES:** Most state purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.
- 3.9. **ORDER OF PRECEDENCE:** The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the vendor's response and any amendments.
- 3.10. **SPECIFICATION CHANGE:** Any changes or variations in the specifications must be received in writing from the Office of Purchasing & Contracting. Verbal instructions or written instructions from any other source are not to be considered.
- 3.11. **AMENDMENTS:** 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.
- 3.12. **NON COLLUSION:** The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.
4. **VENDOR RESPONSE CONTENT AND FORMAT:** The content and format requirements listed below are the minimum required for our evaluation. They are not intended to limit the content of the proposals; vendors may include additional information or offer alternative solutions which may be considered.
 - 4.1. **NUMBER OF COPIES:** Submit one original bid.
 - 4.2. **BACKGROUND AND EXPERIENCE.** Provide a full description of the experience you have had in construction related field as indicated in Section 3.4.1. Also indicate licenses and certifications.
 - 4.3. **REFERENCES.** Provide the names, addresses, and phone numbers of at least three personal and professional references as indicated in Section 3.4.1. You must include contact names who can talk knowledgeably about performance.

- 4.4. **WORK SCHEDULE REQUIREMENTS:** Include information relating to work schedule restrictions (part-time, full-time, maximum days per week, maximum hours per week months per year, etc.) as indicated in Section 3.4.1.
- 4.5. **PRICING:** Complete the attached PRICE SCHEDULE.
- 4.6. **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:** The closing date for the receipt of proposals is **Wednesday, April 21, 2010 at 2:00 PM**
- 5.2. The bid opening will be held at 10 Baldwin St, Montpelier, VT and is open to the public.
- 5.3. **SEALED BID INSTRUCTIONS:** All bids must be sealed and must be addressed to the State of Vermont, Office of Purchasing & Contracting, 10 Baldwin St - Montpelier, VT 05633-7501. **BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.**
 - 5.3.1. All bidders are hereby notified that sealed bids must be received and time stamped by the Office of Purchasing & Contracting located at 10 Baldwin St - Montpelier, VT 05633-7501 by the time of the bid opening. Bids not in possession of the Office of Purchasing & Contracting at the time of the bid opening will be returned to the vendor, and will not be considered.
 - 5.3.2. Office of Purchasing & Contracting 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://bgs.vermont.gov/purchasing/bids>.
 - 5.3.3. All bids will be publically opened. Typically, the Office of Purchasing & Contracting will open the bid, read the name and address of the bidder, and read the bid amount. However, the Office of Purchasing & Contracting reserves the right to limit the information disclosed at the bid opening to the name and address of the bidder when, in its sole discretion, the Office of Purchasing & Contracting determines that the nature, type, or size of the bid is such that the Office of Purchasing & Contracting cannot immediately (at the opening) determine that the bids are in compliance with the RFP. As such, there will be cases in which the bid amount will not be read at the bid opening. Bid openings are open to members of the public. 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.
- 5.4. **DELIVERY METHODS:**
 - 5.4.1. **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 the Office of Purchasing & Contracting prior to the time of the bid opening.
 - 5.4.2. **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 the Office of Purchasing & Contracting.
 - 5.4.3. **HAND DELIVERY:** Hand carried bids shall be delivered to a representative of the Division prior to the bid opening.
 - 5.4.4. **ELECTRONIC:** Electronic bids will not be accepted.

5.4.5.FAX BIDS: FAXED responses MAY be acceptable. You must contact the purchasing agent and obtain prior approval. If approval is received, the FAX must be prefixed with the "SEALED BID". Bidders are cautioned that if a FAXED response is approved it is their responsibility to originate the message in sufficient time to insure receipt by the Office of Purchasing & Contracting prior to the time of the bid opening. All pages must be printed and in the possession of the division prior to the date and time of the bid opening or the bid will not be considered. FAXED bidders are cautioned that bids submitted by the FAX method may be compromised prior to the time of the sealed bid opening. FAXED information is accessible when transmitted and confidentiality cannot be guaranteed. State reserves the right to reject a faxed bid if it appears that the faxed bid is incomplete or portions of the faxed bid or eligible.

6. ATTACHMENTS:

- 6.1. Attachment C: Standard State Contract Provisions (January 8, 2009)
- 6.2. Certificate of Compliance
- 6.3. Price Schedule

State of Vermont
ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS

1. **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.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **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.
4. **Appropriations:** 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.
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, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. 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.

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.

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.

7. **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.

General Liability and Property Damage: With respect to all operations performed under the contract, 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 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

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: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **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, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: <http://finance.vermont.gov/forms>

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter 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. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
11. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.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 that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
12. **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.

13. 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.

14. Child Support: (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.

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing 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.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. 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.

(End of Standard Provisions)

CERTIFICATE OF COMPLIANCE

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

TAXES: Pursuant to 32 V.S.A. § 3113, bidder hereby certifies, under the pains and penalties of perjury, that the company/individual is 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 as of the date this statement is made. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes.

INSURANCE: Bidder certifies that the company/individual is in compliance with, or is prepared to comply with, the insurance requirements as detailed in Section 7 of Attachment C: Standard State Contract Provisions. Certificates of insurance must be provided prior to issuance of a contract and/or purchase order. If the certificate(s) of insurance is/are not received by the Office of Purchasing & Contracting within five (5) days of notification of award, the State of Vermont reserves the right to select another vendor. Please reference the RFP and/or RFQ # when submitting the certificate of insurance.

CONTRACT TERMS: The undersigned hereby acknowledges and agrees to Attachment C: Standard State Contract Provisions.

TERMS OF SALE: The undersigned agrees to furnish the products or services listed at the prices quoted. The Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. 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.

FORM OF PAYMENT: Would you accept the Visa Purchasing Card as a form of payment? ☐ Yes ☐ No

Insurance Certificate(s): Attached _____

Will provide upon notification of award _____

Delivery Offered: _____ days after notice of award

Terms of Sale: _____
(If Discount)

Quotation Valid for: _____ days

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Fax Number: _____

E-mail: _____

By: _____
Signature (Bid Not Valid Unless Signed)

Name: _____
(Type or Print)

All returned quotes and related documents must be identified with our request for quote number.

**State of Vermont
Department of Buildings and General Services**

RFP – Clerk-of-the-Works

PRICE SCHEDULE

Hourly Rate of Pay: \$ _____

Any and all costs that you wish the state to consider must be submitted for consideration as part of the hourly rate.

Name of Bidder: _____

Signature of Bidder: _____

Date: _____