



Vermont Agency of Transportation

219 North Main Street, Barre, VT 05641
<https://vtrans.vermont.gov/contact-us>

REQUEST FOR PROPOSAL Job Order Contracts

JC004

RFP Schedule	Deadlines
RFP Issue Date	01.21.2026
Deadline to Submit Questions	01.28.2026 by 11:00am
Anticipated VTrans Response to Questions	02.04.2026
Proposals Due	02.25.2026 by 11:00am
Anticipated Award Date (Subject to Change)	03.25.2026
Contract Start Date	05.01.2026

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND ADDENDA ASSOCIATED WITH THIS RFP WILL BE POSTED AT: <https://vtrans.vermont.gov/contract-admin/bids-requests/job-order-contracting>

Equipment & Rate Sheet: The equipment rate sheet can be found here: [Link](#)

Please be aware that when you click the link, the Excel document might be downloaded directly in your web browser. If you encounter any issues accessing the document, feel free to contact AOT.JOC@vermont.gov to request that the document be emailed to you.

Required Forms: Required Fillable forms can be found here: [Link](#)

The State will make no attempt to contact Proposers with updated information. It is the responsibility of each Proposer to periodically check the above webpage for any and all notifications, release and addendums associated with this RFP.

The Point of Contact (POC) for VTrans is the sole individual authorized to discuss this Project and the Request for Proposal, and will only communicate with the Authorized Representative of the Party. All communications with VTrans' POC regarding this Project must be in writing via email. To be considered official, the subject line of any email must begin with JC004 RFP.

STATE POINT OF CONTACT (POC):
E-MAIL:

Angie Farrington
AOT.JOC@vermont.gov

VTrans Mission and Vision

Through excellent customer service, provide for the safe and efficient movement of people and goods in a socially, economically, and environmentally sustainable manner. A safe, reliable, and environmentally sustainable multimodal transportation system that grows the economy, is affordable to use and operate, and serves vulnerable populations.

TABLE OF CONTENTS

I. INTRODUCTION:.....3

II. GENERAL PROPOSAL PROCEDURES AND REQUIREMENTS:4

III. PROPOSAL FORMAT REQUIREMENTS:.....4

IV. CONTENT OF PROPOSAL:.....5

V. PROPOSAL EVALUATION CRITERIA:.....9

VI. RIGHTS AND OBLIGATIONS OF VTRANS:.....10

VII. PROTESTS:.....11

VIII. CONFLICT OF INTEREST:11

IX. CONFIDENTIALITY:.....11

XI. CONTRACT AWARD:12

XII. DRAFT CONTRACT:13

I. INTRODUCTION:

The Vermont Agency of Transportation (VTrans or AOT) has released a Request for Proposals (RFP) for Job Order Contracts (JOCs) aimed at supporting small transportation-related maintenance and repair projects. These contracts require contractors to provide:

1. **Equipment:** Each JOC will specify the equipment that the contractor is responsible for supplying. This ensures that the necessary tools and machinery are available for maintenance and repair tasks.
2. **Hourly Rates:** The contracts will outline the hourly rates for both the equipment and their operators. This includes the cost of labor for operators and laborers, ensuring transparency and consistency in pricing.
3. **Geographical Area:** Contractors must specify the geographical area where they are willing to operate. This is defined by VTrans maintenance districts, allowing contractors to focus on regions where they can efficiently provide services.

These details are crucial for contractors to understand their commitments and for VTrans to ensure that projects are completed effectively and within budget. If you are considering submitting a proposal, make sure to review these aspects carefully to align your capabilities with the contract requirements.

Please make sure to review the Draft JOC contract starting on page 13 to fully understand all the requirements, such as scope of work, payment provisions, etc, that must be met by the Contractor awarded a JOC contract. Please DO NOT sign the contract, this is for informational purposes only.

Contractors with a JOC can offer their equipment and services to other state agencies, Vermont State Colleges, and local governmental entities (like towns and schools) under the same terms as their VTrans JOC. These contracts will be separate from VTrans JOCs, with the governmental entity handling all contract administration and payments independently of VTrans.

No payments will be made for any Proposer's time, materials, or other associated costs for preparing and responding to this RFP.

Multiple Award Anticipated: AOT intends to select more than one (1) Contractor to perform these services under a primary contract. AOT will enter into contracts, with an initial term of five (5) years running from 05.01.2026 to 04.31.2031.

Maximum Amount: The maximum amount for all JOC Primary Contracts is set at \$1,500,000.00. Award of a contract does not guarantee payment of any or all the maximum amount. Payment is based on products or services actually delivered or performed. The maximum amount for this contract does not guarantee that the Contractor will receive any work under the Contract.

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

VTBuys: Please be informed that the Agency of Transportation is transitioning to a new procurement system, VTBuys, accessible at <https://vtbuys.suppliers.vermont.gov/>. This system will be used for all contract management, invoicing, and payments going forward. All awarded contractors will be

required to conduct business with the Agency through VTBuys. Registering now will help prevent delays or complications with future contracts, amendments, or payments.

- If your business is not yet registered in VTBuys, please complete your registration as soon as possible to ensure you are prepared for future contract activities and payment processing through the new system. Even if you are a current or former Contractor/Supplier with the State of Vermont, you will still need to register as a supplier in the VTBuys System.
- Please create an account in the VTBuys System or log in if you already have one. Once signed in, you will be able to register as a supplier. For step by step instructions for both creating an account and registering, you can watch a tutorial video on the [registration process](#) and the [logging in process](#). For additional guidance, you can also register to attend a live webinar or in-person training session at Vermont APEX Accelerator. Their website is: <https://accd.vermont.gov/economic-development/programs/apex>
- Here are some additional useful links:
 - Full User Guide for Suppliers:
 - <https://vtbuysprocurement.vermont.gov/document/guide-suppliers-vtbuys>
 - <https://vtbuysprocurement.vermont.gov/suppliers-bidders>
 - Suppliers' Frequently Asked Questions (FAQs):
 - <https://vtbuysprocurement.vermont.gov/frequently-asked-questionsquestions>

II. GENERAL PROPOSAL PROCEDURES AND REQUIREMENTS:

1. Proposers shall submit their proposals via email to the POC by the due date set forth on the first page of this RFP. Such submission shall use the subject line "JOC submission for (Insert proposers name)." The POC will respond via email indicating the RFP has been received.
2. **Please make sure all information in the submitted proposal is typed unless otherwise specified (example signature may be handwritten). Handwritten submissions may be rejected and returned to the proposer for correction. Typed proposals will ensure that reviewers can assess and evaluate them properly.**
3. The quality of proposals and adherence to solicitation response requirements and/or restrictions are considered reflective of the manner in which the proposer could be expected to conduct business and will be given due consideration throughout the evaluation process.
4. Failure to provide all required information, or indications that the proposer did not conform to all terms as set forth in the RFP and attachments may make the offer non-responsive and may result in the elimination of the proposer from further consideration for award.
5. Proposals or unsolicited revisions submitted after the specified due date and time may not be accepted and will be securely disposed of.
6. VTrans reserves the right to request additional clarifying information from the Proposer at any time to aid in selecting a contractor

III. PROPOSAL FORMAT REQUIREMENTS:

Instruction	Description of Requirements
Proposal Page Limits	1. The Proposal shall be no more than ten (10) single sided pages with all pages sequentially numbered.
Proposal Font	1. Font shall be 12-point, with a minimum of single line spacing. 2. Please make sure all information in the submitted proposal is typed unless otherwise specified (example signature maybe handwritten). Handwritten submissions may be rejected and returned to the proposer for correction. Typed proposals will ensure that reviewers can assess and evaluate them properly. 3. Except for Charts, Schedules, Exhibits, and other illustrative and graphical information, all information shall be prepared on 8.5" x 11" white paper. 4. Charts, Schedules, Exhibits, and other illustrative and graphical information may be on 11" x 17" paper. Each 11"x17" sheet counts as two (2) 8.5"x 11" sheets.

Instruction	Description of Requirements
Proposal Checklist	1. Cover Letter 2. Technical Capability and Experience 3. Business and Management Structure 4. Key Personnel 5. Subcontractors 6. Past Performance and Reference 7. Equipment & Rate Sheet: <i>The equipment rate sheet can be found here: Link.</i> a. Please be aware that when you click the link, the Excel document might download directly in your web browser. If you encounter any issues accessing the document, feel free to contact AOT.JOC@vermont.gov to request that the document be emailed to you. 8. Contractor and Subcontractor Information. 9. Other Required Documents: <i>The fillable required forms can be found here: Link</i> a. Attachment K: Certification of Contractor Consultant Form b. Attachment L: Certification Regarding Lobbying c. Attachment M: Debarment and Non-Collusion Certification d. Attachment N: Contractor's EEO Certification Form e. Attachment O: Worker Classification Compliance Requirement f. Attachment P: Executive Order 02-22 Vendor Certification g. Attachment Q: Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification

IV. CONTENT OF PROPOSAL:

1. **Content of Proposal:** The Proposal submission shall include the following information, compiled into a single PDF and in the following order:

Criteria	Description of Requirements
Cover Letter	1. Please include a cover letter that contains, but is not limited to, the following elements: a. The proposer's designated single point of contact, including their name, title, phone number, and address. This contact must remain consistent throughout the RFP process. b. A declaration stating that, to the best of the proposer's knowledge and belief, all information contained in the proposal is true and accurate. c. A statement confirming that the proposer is willing and able to perform the services described in the RFP. d. The cover letter must be signed by an authorized representative of the proposer. 2. <u>This section does count towards the (10) page limit.</u>
Technical Capability and Experience	1. Please provide a written summary explaining the proposer's experience capabilities, and plan for delivering the specified services. This should include your approach to project management, strategies, tools, and safeguards to ensure the successful completion of all required services, along with any additional considerations for VTrans. Include information such as: a. Number of years of experience. b. Types of work or projects successfully completed. c. Any special licenses or certifications held. d. Experience level of your personnel. e. Company's safety record, certifications, and training programs.

Criteria	Description of Requirements
	2. This Section should clearly demonstrate how the proposer will deliver timely, high-quality, compliant, and cost-effective services to meet VTrans needs. The proposal shall specifically demonstrate: a. Experience with scheduling work, following instructions, working with multiple districts, municipalities or State Agencies and maintaining effective communication. b. Ability to meet projects on time and within budget. c. Proposer has the appropriate size and number of equipment needed to successfully complete projects within the allotted time frame. 3. <u>This section does count towards the (10) page limit.</u>
Business and Management Structure	1. Provide a description of your organization's size, background, and structure, along with a list of management personnel by name and title. Indicate which management personnel will be responsible for delivering services under the contract and explain how your organization's resources will be utilized. 2. This section should clearly demonstrate a sound organizational structure and management approach, highlighting positive business ethics, clear lines of communication between your team and VTrans, active and ongoing participation of senior executives, a focus on quality assurance, and a commitment to partnering. 3. This section should clearly show that your organization has the resources and managerial capability to deliver the required services in a timely and cost-effective manner. 4. <u>This section does count towards the ten (10) page limit</u>
Key Personnel	1. Please list the names and titles of all personnel assigned to provide professional services under this contract. 2. Indicate any relevant certifications or special licenses each individual holds. 3. Include resumes of up to two pages for each person. 4. This section should clearly demonstrate key personnel are sufficient in number, experience, and skill level, to provide high-quality professional services in a timely and cost-effective manner. As well as commitment to task/assignments. 5. <u>This section DOES NOT count toward the ten (10) page limit.</u>
Subcontractors	1. Please identify all proposed subcontracts and provide the following information: a. The company name of each subcontractor, or the individual name if an independent contractor. b. The names of each subcontractor's principals and/or corporate officers. c. Resumes of each subcontractor's key personnel assigned to provide professional services under the contract, including any relevant certifications or special licenses. d. The types of work each subcontractor will perform. Please note that fully executed sub-agreements must be established for each subcontractor before they begin any work under this contract. Any changes to or additions of new subcontractors must follow the same notification and approval procedures as those for key personnel mentioned earlier. The contractor must submit a written request to the Contract Manager for any changes or additions. This request should include justification for the change or addition, along with all necessary documentation such as resumes of the subcontractor, a description of their services, and any relevant certifications or special licenses. All subcontractors that you plan to use under the contract should be included in the initial proposal. <u>This section DOES NOT count toward the ten (10) page limit.</u>

Criteria	Description of Requirements
Past Performance and Reference	1. Provide details of at least three projects that demonstrate past performance. These projects should have been completed within the past five years or are currently in progress, and should be similar in size, scope, complexity, and contract type to the work described in this RFP. 2. The contact person listed must be able to discuss the proposer's performance in both technical and business aspects. VTrans may choose to communicate directly with the contacts provided at their discretion. The technical proposal should not include any quoted or summarized comments or recommendations from evaluations, records, or reports, whether in-state or out-of-state. VTrans reserves the right to discuss the proposer's past performance with any VTrans employee who has experience with the proposer. 3. <u>This section does count towards the ten (10) page limit.</u>
Equipment & Rate Sheet	1. Use the Equipment & Rate Sheet provided by clicking the link: Link a. Instructions on how to fill out and complete the equipment rate sheet can be found following the link: Link b. Please be aware that when you click the link, the Excel document might be downloaded directly in your web browser. If you encounter any issues accessing the document, feel free to contact AOT.JOC@vermont.gov to request that the document be emailed to you. c. <u>Submit the completed Equipment & Rate Sheet as an excel file via email to AOT.JOC@vermont.gov with your proposal submission</u> 2. Specifying equipment, equipment hourly rate, labor rates, scope of work and designated districts. Please consider the following when filling out your Rate Sheet: a. Equipment Descriptions: When listing equipment on the Rate Sheet include the make, model, type, and additional description for each item. List each attachment for trucks, excavators, etc., separately to ensure proper selection. For example: i. Caterpillar Excavator 160. ii. Caterpillar Excavator 160 with long boom. iii. Caterpillar Excavator 160 with mulcher head. b. Mowers and Plows: If you offer services with mowers or plows, include their make, model, type, and size. For those providing Railroad Services, specify the railroad-specific equipment, including the make, model, size, and whether it is equipped with Hi-Rail. c. Flaggers: Break out flaggers by type, such as Traffic Flaggers, Railroad Flaggers, etc. If not specified, the same rate will apply to all flagging types. Flaggers are required for most services and must be listed on the Rate Sheet d. Labor: Use the "Labor Hourly Rate" column on the Rate Sheet for labor rates for individual pieces of equipment. Do not include labor with items like message boards or generators that do not require continual labor/operator services. The Total Hourly Rate column on the Rate Sheet will automatically calculate the combined hourly rate for both equipment and labor. i. Typically, labor rates should be linked to the labor necessary for operating the equipment. However, VTrans will permit contractors to include separate labor rates for roles such as general laborers and superintendents, though this should not be considered an exhaustive list of different labor categories and their rates. We strongly encourage providing a

Criteria	Description of Requirements
	comprehensive rate that combines both labor and equipment costs to determine the total hourly rate. e. Mobilization: Contractors must provide pricing for any trucks and trailers that will be utilized for mobilization as part of their equipment list and rates. Listed equipment and labor rates will be utilized by VTTrans when reimbursing contractors for mobilization costs. Do not include a standard hourly mobilization rate, this will be determined based on the equipment/labor used to mobilize and time to the particular job site as listed in the Job Order. The maximum reimbursement for mobilization will be for the time required to move equipment from the Contractor's location where equipment is usually housed, to the job site, and back. f. Equipment Not on the List: If you wish to provide equipment not listed describe it using the category "Other". g. Scope of Work: For each piece of equipment, list all the scope of work you are prepared to perform. For instance, if you have an excavator, potential scope of work might include excavation and trucking. You can choose multiple scope work for a single piece of equipment. h. Districts: Identify all districts where you will provide equipment and/or services. The most recent Maintenance District Map can be found here: https://vtrans.vermont.gov/operations/districts 3. <u>This section does NOT count towards the ten (10) page limit.</u>
Contractor and Subcontractor Contact Information:	1. Please provide the following contact information using the specified format. If the same person fulfills multiple roles, include their name only once. If certain categories do not apply, such as not having a program, project, or contract manager, leave those sections blank. If you have additional contact information not listed, please include it and label it appropriately. You may have multiple contacts for the same category, such as two finance contacts; please list them accordingly. 2. Contact: Person Authorized to enter into an Agreement: Name: (P): (E): Program or Project or Contract Manager: Name: (P): (E): Financial Contact: Name: (P): (E): 3. Subcontractor: Please provide the following Subcontractor Contact Information: Person Authorized to enter into an Agreement: Name: (P): (E): Program or Project or Contract Manager: Name: (P): (E): Financial Contact: Name: (P): (E): <u>This section DOES NOT count toward the ten (10) page limit.</u>

Criteria	Description of Requirements
Other Required Documents:	- Please complete the following forms in their entirety. <u>The below forms does NOT count towards the 10 page limit.</u> <u>The fillable required forms can be found here:</u> Link - Attachment K: Certification of Contractor Consultant Form - Attachment L: Certification Regarding Lobbying - Attachment M: Debarment and Non-Collusion Certification - Attachment N: Contractor's EEO Certification Form - Attachment O: Worker Classification Compliance Requirement - Attachment P: Executive Order 02-22 Vendor Certification - Attachment Q: Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification

V. PROPOSAL EVALUATION CRITERIA:

- The Review Committee will evaluate the Technical and Price proposals based on the criteria given below. The total available points for each criteria category and criterion are provided below with a maximum of 50 points possible. Proposals will be evaluated best on Best Value. The committee consists of VTrans employees from different Departments and Bureaus, and may include external stakeholders. VTrans reserves the right to convene a scoring meeting with the Review Committee to finalize the selection of a Contractor. VTrans reserves the right to request additional clarifying information from the Proposer at any time to aid in selecting a contractor

Category	Proposal Evaluation Criteria	Evaluation (points)
Cover Letter	To the extent that the information provided demonstrates the proposer's general understanding, interest, commitment, and overall intended approach to performing the services specified in the RFP	5
Technical Capability and Experience	To the extent that the information provided in the proposal is responsive and that the proposer will deliver timely, high-quality, compliant, and cost-effective services to meet VTrans needs.	10
Business and Management Structure	To the extent that the information provided in the proposal is responsive and that the proposer has the resources and managerial capability to provide the required services in a timely, cost-effective manner.	5
Key Personnel	To the extent that the information provided in the proposal is responsive and that key personnel are sufficient in number, experience, and skill level, to provide high-quality professional services in a timely and cost-effective manner.	5
Subcontracts		Pass/Fail
Past Performance and Reference	The extent to which the information provided in the proposal is responsive and allows VTrans to assess	10

Category	Proposal Evaluation Criteria	Evaluation (points)
	the qualifications and experience of the proposer on similar projects.	
Equipment & Rate Sheet	The rates provided will be assessed for reasonableness, realism, and competitiveness. The rates submitted in the Rate Sheet will be binding for work at the Job Order level. These rates will remain in effect for the initial five-year term of the contract. VTrans reserves the right to permit rate revisions during this initial term, and any changes will be communicated effectively to the awarded contractors.	15
Contractor and Subcontractor Contact Information:		Pass/Fail
Other Required Documents:	Please note: Executive Order 05-16: Climate Change Considerations in State Procurements Preference. Businesses who demonstrate business practices that promote clean energy and address climate change as identified in the Certification may be given preference.	Pass/Fail
Total		50

VI. RIGHTS AND OBLIGATIONS OF VTRANS:

1. All proposals become the property of AOT upon submission. The cost of preparing, submitting and presenting a proposal is the sole expense of the Proposer. Unselected proposals shall be securely disposed of at AOT's discretion. AOT reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel this RFP in part or in its entirety if it is in the best interest of AOT. This solicitation of proposals in no way obligates AOT to award a contract
2. **Exceptions to Terms and Conditions:** The proposer must state in the proposal any exceptions taken to the terms and conditions in this RFP. For each exception the proposer shall identify the term or condition, state the reason for the exception, and provide any other information concerning the exception. Such exceptions, deviations or conditional assumptions may, however, result in rejection of the proposal as unresponsive. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State
3. **No Assumption of Liability:** By submitting a Proposal, a potential contractor specifically waives the right to bring any action or proceeding against VTrans for the reimbursement of all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All such costs shall be borne solely by each Proposer and its team members.
4. **Statement of Rights:** The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Failure of bidder to respond to a request for additional information or clarification could result in rejection

of that bidder'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.

- a. **Best and Final Offer (BAFO).** At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.
- b. **Presentation.** An in-person or webinar presentation by the Bidder may be required by the State if it will help the State's evaluation process. The State will factor information presented during presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.

VII. PROTESTS:

1. This section outlines the exclusive protest remedies for the RFP and procurement process. By submitting a proposal, each Proposer acknowledges these limitations, waives other rights, and agrees that protest decisions are final. These terms are part of the RFP in exchange for the Proposers' agreement.
2. **Written Protests:** Protests must be submitted in writing to the VTrans POC listed in the RFP. Protests not submitted within the specified time limits are void. Before filing, proposers must discuss the protest informally with the VTrans POC to resolve issues. VTrans may choose to discuss or accept written submissions before making a decision, but no formal hearing will occur.
3. **Protest Requirements:** Protests must include the proposer's contact details, alleged errors by VTrans, the relief sought, any request to submit additional evidence, and representation details, if applicable. VTrans may decide whether to delay the procurement process due to a protest.
4. **RFP Protests:** Protests regarding the RFP must be filed within ten working days of knowing the protest grounds, but no later than the Proposal Due Date, unless the proposer was unaware of the facts. Failure to protest within this period waives the right to protest the RFP terms or process.
5. **Pre-Award Protests:** If a protest is filed before the award, VTrans will decide whether to delay the Notice of Intent to Award until the protest is resolved, unless otherwise required by law.
6. **Award Protests:** Protests must be filed within five working days after the Notice of Intent to Award. Missing this deadline waives the right to protest.
7. **Protest Determination:** No hearing is provided unless deemed necessary by the Secretary of Transportation or their designee. A written decision will be issued within ten working days of receiving the protest. If a protest is valid, the Secretary may take remedial actions, such as revising decisions or issuing a new RFP. The Secretary's decision is final.

VIII. CONFLICT OF INTEREST:

1. State and federal laws define conflicts of interest and competitive advantages, which may include:
 - a. An organization or individual hired by VTrans to assist in developing instructions or evaluation criteria for the project.
 - b. An organization or individual with a current or past contract with VTrans for planning, environmental, engineering, or technical work that gives them a competitive edge because the work is not available to all proposers before the procurement process.
2. Proposers must ensure their team members identify any potential conflicts or competitive advantages related to this procurement and the Construction Contract. If identified during the selection process or before awarding the Contract, the proposer must email the relevant information to the Point of Contact listed in the RFP within 24 hours.
3. VTrans reserves the right to determine conflicts of interest on a project-specific basis. VTrans may mitigate conflicts or advantages by disclosing relevant work products. If documents are proprietary under Vermont law, the proposer or design-builder can choose to waive this protection. Refusal to disclose may result in a determination of conflict or competitive advantage.

IX. CONFIDENTIALITY:

- X. Proposers are hereby expressly directed not to include any confidential information in their proposal submissions, except as specifically identified in this RFP. By submitting a proposal in response to this RFP, Proposers acknowledge and agree to abide by the terms and conditions outlined in this

document, including the prohibition on submitting confidential information. This prohibition reduces the burden on the State while preventing Proposer- confidential information from entering the public record. All Proposals received will become part of the contract file and will become a matter of public record, and may be disclosed to the public in accordance with the Vermont Public Records Act, 1 V.S.A. § 315 et seq. If the RFP proposal documents include material that is considered by the proposer to be proprietary and confidential under 1 V.S.A. § 315 et seq., the proposer shall submit a cover letter that clearly identifies each page or section of the proposal that it believes is proprietary and confidential. The proposer shall also provide in their cover letter a written explanation for each marked section explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the proposer if the identified material were to be released. Additionally, the proposer must include a redacted copy of its response for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances can the entire response be marked confidential, and the State reserves the right to disqualify responses so marked.

XI. CONTRACT AWARD:

1. **Business Registration:** The Contractor awarded a contract shall, upon notification of award, apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. AOT will not process the contract until the Contractor is registered with the Secretary of State's office. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier VT 05609-1101. The telephone number is 800-439-8683. Registration can be completed online at: <https://bizfilings.vermont.gov/homepage>
2. **Insurance:** The Contractor shall submit to AOT a certificate of insurance showing that minimum coverages are in effect. The certificate must be submitted to the office of Contract Administration prior to execution of the agreement. No work may be performed for any AOT contract and/or Notice to Proceed, including mobilization, without compliant insurance being on file at AOT Contract Administration. It is the responsibility of the Contractor to maintain current certificates of insurance on file with the State through the term of the contract. Workers' Compensation: With respect to all operations performed, the Contractor shall carry worker's compensation insurance in accordance with the laws of the State of Vermont. For information on the appropriate insurance coverage, please visit the following link: <https://aoa.vermont.gov/vermont-state-insurance-specificationification>
NOTE: In the case of out-of-state Proposers, the proposer's workers' compensation insurance carrier must be licensed to write workers' compensation for all work that will be conducted within Vermont and so noted on the Certificate of Insurance
3. **Debrief:** After notification of award, proposers may request a debriefing. The debriefing will review the requesting proposers scores as well as strengths and weaknesses identified by the selection committee during their review. The debriefing process is a courtesy to the proposer and is not intended to provide information akin to that provided in discovery procedures applicable in civil litigation or to replace processes for requesting documents under the Vermont Public Records Act. Debriefing requests must be submitted in writing via e-mail to the sole point of contact within fourteen (14) calendar days of notification of award results. Please include the names and e-mail addresses of all employees of the proposer who wish to attend the debriefing.
4. It is a condition of proposing under this RFP that, by submitting a proposal, the proposer accepts and agrees unconditionally that if the proposer in any way contacts, or attempts to contact, a member of the selection panel involved in the selection process for this RFP, either during or following the RFP process, with the aim of communicating about the selection process or outcome, then that proposer will be completely barred from receiving or performing such work of the type covered under the RFP for a period of 365 days from the date of that proposer's attempted contact with the selection panel member. The only valid point of contact for questions about the process or outcome is from Contract Administration and is specifically listed on the first page of the RFP.

XII. DRAFT CONTRACT:

STANDARD CONTRACT FOR
JOB ORDER CONTRACT (JOC)

1. **Parties.** This is a contract for services between the State of Vermont, _____ (hereinafter called “State”), and _____, with a principal place of business in _____, (hereinafter called “Contractor”). Contractor’s form of business organization is _____. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of Job Order Contracts. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$1,500,000.00.

4. **Contract Term.** The period of Contractor’s performance shall begin on 05/01/2026 and end on 04/31/2031

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

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

7. Conflicts of Interest.

7.1 Organizational Conflict of Interest (OCOI): An OCOI arises when the Contractor as a business entity has interests (for example, customers, partners, contracts) that could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of this Contract.

7.2 Personal Conflict of Interest (PCOI): A PCOI arises when an interest held by an agent or employee of the Contractor could undermine, or reasonably be perceived to undermine, the faithful and unbiased performance of this Contract.

7.3 Requirements: Contractor shall not have PCOIs or OCOI’s with respect to this Contract nor with respect to any other contract(s) it may hold with the State. In order to ensure that PCOIs and OCOI’s do not exist, the Contractor shall:

- a. Conduct an internal review of its current affiliations and activities and employees and agents and identify actual, potential, or reasonably perceived PCOIs or OCOIs relative to this Contract.
- b. Maintain effective oversight to verify compliance with PCOI and OCOI prohibitions.
- c. Prevent PCOIs, including not assigning or allowing an employee to perform any role or task under this contract for which the Contractor has identified a PCOI.
- d. Inform employees and agents of their obligation to disclose PCOIs and to comply with the confidentiality provisions and any Non-Disclosure Agreement required by this Contract.

- e. Make an immediate and full disclosure, in writing, to the State Point of Contact for the Contract of any actual or potential PCOI or OCOI or the existence of any facts that may cause a reasonably prudent person to perceive a PCOI or OCOI with respect to this Contract.

7. 4 Remedies:

- a. In the event the State determines that a PCOI or OCOI exists, the State will discuss the matter with the Contractor to determine whether the PCOI or OCOI can be mitigated to the State's satisfaction.
- b. If the State does not deem mitigation practicable, the State may terminate all or a portion of the contract. for default or pursue such other remedies as may be permitted by law or this contract.
- c. If a contractor fails to disclose facts pertaining to the existence of a potential or actual PCOI or misrepresents relevant information to the State, the State may terminate the contract for default or pursue such other remedies as may be permitted by law or this contract.

8. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

9. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

a. For the Contractor:

Name: _____

Phone: _____

Email: _____

b. For the State:

Name: _____

Phone: _____

Email: _____

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

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 10/01/2024)

Attachment D - Other Provisions: N/A

Attachment E: N/A- Intentionally Left Blank

Attachment F: 2020 General Terms and Conditions for Contracts and Services

Attachment G: N/A- Intentionally Left Blank

Attachment H: N/A – Left Intentionally Blank

Attachment I: N/A – Left Intentionally Blank

Attachment J: Title VI Assurances – DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) – Assurance Appendix A and Assurance Appendix E

Attachment K: Certification of Contractor Consultant Form
Attachment L: Certification Regarding Lobbying
Attachment M: Debarment and Non-Collusion Certification
Attachment N: Contractor's EEO Certification Form
Attachment O: Worker Classification Compliance Requirement
Attachment P: Executive Order 02-22 Vendor Certification
Attachment Q: Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification
Attachment R: Equipment & Rate Sheet

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

- (1) Standard Contract
- (2) Attachment D: N/A
- (3) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (4) Attachment F
- (5) Attachment A
- (6) Attachment B
- (7) Attachment R
- (8) Attachment E, G through Q in that order

12. ***Incorporated by Reference***

District Map: [Link](#)

Job Order Form

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT A – STATEMENT OF WORK

I. JOB ORDER BACKGROUND:

1. This Job Order retainer contract enhances the State's capacity to maintain safe, functional, and reliable infrastructure by facilitating the swift execution of smaller repairs, maintenance tasks, and minor construction projects. It enables the State to promptly address infrastructure needs, minimize service disruptions, and reduce risks associated with deferred maintenance.

II. JOB ORDER CONTRACT SPECIFICATIONS:

1. Job Orders:

- a. Specific projects or tasks will be initiated through second-tier job orders. Each job order will utilize a standard Job Order Form (as incorporated by reference) and will include a detailed description of the work, deliverables, timelines. When the need arises, VTrans will issue Job Orders to individual contractors whose JOC Rate Sheet includes the necessary equipment and district.
 - i. Job Orders will be submitted and received electronically. All contractors must have the capability to electronically send and receive the Job Order Form.
 - i. Job Orders will be assigned to the contractor that offers the best value to the State, taking into account factors such as price, quality, past performance, and availability.
- b. VTrans may choose, at its sole discretion, to issue Job Orders to contractors based on hourly rates or lump sum pricing.
 - i. **Hourly Rate:** If the Job Order is based solely on hourly rates and does not include a need for materials, VTrans will identify contractors with the required equipment type, and select the contractor that offers the best value to the State for that Job Order.
 - ii. **Lump Sum Soliciting:** If a Job Order requires lump sum pricing or materials, VTrans will request at least three (3) quotes from JOC Contractors before placing the order with the contractor that provides the best value to the State.

2. Mid-Term Rate Increase

- a. Contractors shall be permitted to submit revised equipment rates at the conclusion of the third year of the five-year contract term, with revised rates becoming effective on May 1, 2029. All approved revised rates shall remain in effect for the remainder of the contract term, through April 30, 2031. Prior to May 1, 2029, Contract Administration will issue updated equipment rate sheets and instructions for completion, including required documentation and submission timelines.
- b. This mid-term rate review process enables Contractors to update all current equipment rates and to add or remove equipment without the need for a contract amendment. VTrans retains the authority to request clarifications, require revisions, or take any action necessary to ensure completeness, accuracy, and compliance with contract requirements.

3. Administrative Adjustment:

- a. With VTrans' approval, contractors may add or remove equipment from the Equipment & Rate Sheet (Attachment R) included in the JOC contract as an Administrative Adjustment.
- b. To request the addition or removal of equipment from the Equipment & Rate Sheet (Attachment R), the contractor should email a request to the VTrans Contract Manager and Contract Specialist for consideration. VTrans will provide an Administrative Adjustment Form, which the contractor must complete and return for approval. VTrans reserves the right to request clarifications or revisions to any proposed adjustments. Once approved, VTrans will issue the contractor the approved Administrative Adjustment Form, which will take effect on the approval date and remain in effect for the duration of the contract, unless otherwise specified.

4. Timeliness and Completion:

- a. The Contractor is expected to complete a Job Order within one to two business days unless an extension is specified and approved by VTrans.

- b. Job Orders cannot extend beyond the end date of the primary contract unless both parties agree to an extension, requiring special documentation and approval, authorized by VTrans.
- c. Typical working hours are 7:00 AM to 5:00 PM, Monday through Friday, with possible variations based on operational needs as specified and approved by VTrans.

5. **Authorization and Communication:**

- a. The Contractor will receive Job Orders and effective dates from VTrans Authorized Representative via email.
- b. The Contractor is required to notify VTrans Authorized Representative of any issues discovered while performing work.
- c. The Contractor must give timely notice for inspections, tests, or approvals.

6. **Compliance and Standards:**

- a. All work must comply with local, state, and national codes and standards.
- b. The Contractor guarantees high-quality materials and professional work.

7. **Safety and Precautions:**

- a. The Contractor is responsible for initiating and supervising all safety precautions.
- b. The Contractor must take reasonable precautions to prevent damage, injury, or loss.
- c. The Contractor shall erect and maintain all reasonable safeguards for safety and protection.

8. **Responsibility and Liability:**

- a. In the event the Contractor is deemed liable for any damage to State property, the Contractor shall be responsible for completing all necessary repairs at no additional cost to the State.
- b. The Contractor is responsible for remedying damage or loss caused by them or their subcontractors.
- c. The Contractor is responsible for correcting defective work or work that fails to conform to the Contract Documents.

9. **Supervision and Coordination:**

- a. The Contractor shall supervise and direct the Job, coordinating all portions of the Work.
- b. The Contractor is responsible for the acts and omissions of their employees and subcontractors.
- c. The Contractor shall enforce strict discipline and good order among their employees and subcontractors.

10. **Cleanliness and Order:**

- a. The Contractor must keep the premises free from waste materials and rubbish.
- b. If the Contractor fails to clean up, the State may do so at the Contractor's expense.
- c. All supplies, equipment, and machines will be kept free of traffic lanes or other hazardous areas.

11. **Permits and Inspections:**

- a. In the event that permits, clearances or inspections are required the Contractor shall secure and pay for any permits and inspections required by authorities.
- b. Special inspections or testing require written authorization and notification to the VTrans Authorized Representative.
- c. Required certificates of inspection, testing, or approval must be secured and delivered to the VTrans Authorized Representative.

12. **Equipment and Materials:**

- a. The Contractor agrees to furnish all necessary supervision, labor, transportation, materials, tools, and equipment.
- b. The Contractor shall provide and pay for all labor, materials, and equipment necessary for the proper execution and completion of the Job Order.

13. **Quality Assurance:**

- a. The Contractor shall review, approve, and submit all Shop Drawings, Product Data, Manuals, and Samples required by the Job.
 - b. By approving and submitting any Shop Drawings, Product Data, Manuals, and Samples, the Contractor represents that they have verified all materials, measurements, and criteria.
14. **Emergencies:** In emergency situations VTrans may deviate from the procedures and requirements outlined in this contract to place Job Orders against JOCs.
 - a. In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as necessary.
 - b. By written agreement, the Contractor shall require each Subcontractor, to the extent of the Job to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the State. The Contractor shall require each Subcontractor to enter into similar agreements with their Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this document and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to their subcontractors.
 - c. Subcontractors, if required, will need to be approved in writing by the VTrans Authorized Representative prior to performing work as part of the contract, in conjunction with Attachment C.
15. **On- Ramp Procedures:** VTrans reserves the right to reopen competition to add Primary Contractors to the JOC contractor pool by issuing additional RFPs during the original Primary Contract periods. The evaluation and selection process for any new additions will follow the same criteria used for the initial JOC awards. New awardees will compete alongside existing contractors for all Job Orders. The performance period for new awardees will not extend beyond the term of the original JOC.
16. **Off Ramp Procedures:** In addition to other termination methods outlined in this contract, VTrans reserves the right to terminate JOCs at any time if it determines that a contractor has failed to deliver adequate performance or has shown inadequate availability. However, no JOC will be terminated through these off-ramp procedures without first giving the contractor an opportunity to respond to the proposed termination.
17. **Subcontracting:**
 - a. The Contractor agrees to furnish to the State in writing the names of the subcontractors (including those who are to furnish materials or equipment fabricated to a special design) for each of the principal portions of the Work. The Contractor shall make no substitution for any Subcontractor, person or entity previously selected without written approval by VTrans.
18. **Traffic Control:**
 - a. Traffic Control will be managed by either the Contractor or VTrans, depending on the nature and duration of the work. VTrans will inform the Contractor of their responsibility for Traffic Control as part of the Job Order. If Traffic Control is required, the Contractor must adhere to the [VTrans 2024 Standard Specifications for Construction, Subject 641.05: Traffic Control Devices](#).
19. **HEPA Filters and Cleaning Supplies (if applicable):**
 - a. If field offices are needed to carry out the Job Order, the Contractor should consult Section 631 - Field Office of the [2024 Standard Specifications for Construction](#) for the necessary requirements related to Field Offices.
20. **Personal Protective Equipment (PPE):**
 - a. All Contractor personnel assigned to work under this contract shall wear approved Personnel Protective Equipment (PPE) similar to that used by employees of the State's transportation maintenance district. The Contractor shall furnish all PPE needed by the Contractor's employees during the course of work

under this contract. The Contractor shall not be entitled to additional compensation for furnishing PPE to the Contractor's employees.

21. Gender-Free Single Occupancy Restrooms:

- a. The Contractor shall comply with all of the requirements of [Vermont Act 127 \(H.333\)](#) relating to the designation and signage of single-user toilet facilities in public buildings or places of public accommodation. Any such facilities may be identified by a sign, provided that the sign marks the facility as a restroom and does not indicate any specific gender.

22. Contaminated Sharps (Hypodermic Needles):

- a. The Contractor is hereby notified that there are an increasing number of hypodermic needles (also known as contaminated sharps) being found throughout Vermont, and there is the potential to find them along any project. In accordance with Section 107.05, Sanitary Provisions, the Contractor is required to provide a neat and sanitary working environment for each of its employees and workers at no additional cost to the Agency.
- b. The Contractor may reach out to local Police, the Town Health Officer or the Vermont Department of Health at <https://dec.vermont.gov/content/safe-disposal-sharps> for guidance.
- c. If the sharps are located in an area where work is required, the Contractor shall dispose of the sharps in accordance with OSHA Standard 1910.1030 for blood borne pathogens. OSHA has an e-tool for disposal of sharps on their website as well. The standard can be found at the following link: https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=10051.
- d. If the sharps are not in an area where the Contractor or workers will come into contact with them, it is best practice to avoid them altogether. The area can be marked, and workers should be notified to stay out of the area.

23. Wetlands:

- a. Debris should never be stored in a wetland, even temporarily. Debris removal from a wetland should be coordinated with DEC, USACE, and the U.S Fish and Wildlife Service. If a proposed project is located on or above a reach of a river designated as wild and scenic, it must be reviewed for compliance with the Wild and Scenic Rivers Act.
- b. EO 11988 – Floodplain Management and EO 11990 – Protection of Wetlands require Federal Agencies to minimize or avoid activity that adversely affects floodplains and wetlands. FEMA's regulations for applying EO's 11988 and 11990 are outlined in 44 CFR Part 9.
- c. The FEMA review process is not required for most projects where eligible damage is less than \$5,000.00. In addition, the review is not required for Category A (Debris Removal) and Category B (Emergency Protective Measures) projects, except for projects involving disposal of debris in Special Flood Hazard Areas or wetlands. Prior to beginning work, the Contractor must confirm with VTrans if the project involves floodplains or wetlands.

24. FELA Coverage (where applicable):

- a. With respect to all operations performed under this contract involving railroad employees covered under the Federal Employer's Liability Act (FELA) (45 U.S.C. § 51-60), the Railroad shall carry insurance covering Railroad's liability under FELA, with limits of coverage required by federal law and at least
- b. \$1,000,000 per occurrence. To the extent that the workers' compensation laws of Vermont are pre-empted by FELA, Railroad need not carry workers' compensation insurance.

25. Railroad Flagging (where applicable):

- a. When the Job Order requires work on, over, or under the right-of-way of an active railroad, the Contractor or its subcontractor shall submit a Railroad Worker Clearance request form at least 10 days prior to work being performed. This form is reviewed by our Rail Property Management Unit and then forwarded to the appropriate railroad for approval. Then, the railroad will schedule a flagger. The form can be found at: <https://maps.vtrans.vermont.gov/rail/flagging/form/>

26. **Federal Railroad Administration (FRA) (where applicable):**

- a. When FRA funding is being utilized the Contractor must complete a Buy American Certificate of Compliance per [49 U.S.C. Section 24405\(a\)\(1\)](#).

27. **AREMA Recommended Practices (where applicable):**

- a. The Manual for Railway Engineering & Manual for Communications and Signals is published by the American Railway Engineering and Maintenance-of-Way Association (AREMA). It contains policies, practices, principles, data, specifications, plans and economics pertaining to the engineering, design and construction of the fixed plant of railways. It is developed by AREMA technical committees, with the aim to assist in construction of a railway plant which will have inherent qualities of uniformity, promoting safety and economical operation as well as low maintenance cost. All work completed within the State's state-owned railroad right-of-way is subject to and certification of ARMEA standards.

28. **Federal Contract Provisions:**

- a. For any Job Order that involves work on a federal aid project with a project cost of \$10,000.00 or more, Federal terms will be included with the Job Order and incorporated therein.

29. It is the contractor's responsibility to contact Dig-Safe prior to beginning any excavation.

30. All work shall be done in such a manner as not to interfere with the State's operating functions.

31. The establishment of a time period for correcting the Job does not limit the Contractor's other obligations under the Contract Documents.

III. PERFORMANCE MEASURES:

1. At the conclusion of each Job Order, or if the Contractor's performance is considered unsatisfactory, VTrans will perform a comprehensive evaluation of the Contractor's work. The Contractor will be provided with a copy of this evaluation and will have the chance to discuss it. VTrans will retain these evaluations for reference in future procurement decisions.

IV. PROGRAM ADMINISTRATION:

1. The State will notify the Contractor if, at any time during the Contract period or upon review of Contractor's performance, the State determines that the Contractor has failed to meet any terms, conditions, or performance standards specified in this Agreement. The State's notification will outline the perceived deficiencies and may include, as appropriate, a directed course of action. Such actions may involve, but are not limited to, the following remedies: written amendment; remediation plan; or a reduction in payment proportionate to the failure to perform, as assessed by the State. The Contractor shall acknowledge receipt of the State's notification and respond with their intended course of action within a specified time frame, as determined by the State.

V. CONTRACT CONTACTS: *Contractor and State contacts may change over the term of this agreement. Either party will notify the other of any such changes and will be noted to file.*

Contractor:

Person Authorized to enter into an Agreement:

Name: (P): (E):

Program/Project Manager:

Name: (P): (E):

Financial Contact:

Name: (P): (E):

State of Vermont:

Program/Contract Manager:

Melissa Davis (P): (802) 371-8812 (E): Melissa.Davis@vermont.gov

Contract Specialist:

Angie Farrington (P): 802-279-2829 (E): Angie.Farrington@vermont.gov

ATTACHMENT B – PAYMENT PROVISIONS

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

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. As determined by VTrans, Job Orders will be placed as a firm fixed lump sum price or on an hourly rate schedule basis, in accordance with the rates set forth in the Equipment & Rate Sheet (Attachment R) or as approved on subsequent Administrative Adjustments.
3. **Expenses:** No expenses will be paid outside of hourly rates or agreed upon lump sum pricing.
4. **Mobilization:** Contractors must provide pricing for any trucks and trailers that will be utilized for mobilization as part of their equipment list and rates. Listed equipment rates will be utilized by VTrans when reimbursing contractors for mobilization costs. The maximum reimbursement for mobilization will be for the time required to move all equipment from the Contractor's location where equipment is usually housed, to the job site, and back.
5. **Materials:** No more than a 10% mark-up will be permitted on materials. VTrans will require invoices to confirm compliance.
6. **Subcontractors:** No more than a 5% mark-up will be permitted on subcontracted equipment or services. VTrans will require invoices to confirm compliance. All subcontractors should be approved in advance, in writing, by the VTrans Authorized Representative.
7. **Overtime:** Overtime (greater than 40 hours in a work week) will be reimbursed at 1.5 times the direct labor awarded hourly rate and will be permitted only with advance written approval by the VTrans Authorized Representative. Overtime rates will apply only to personnel, not to equipment.
8. **Holiday and Weekend Work:** Work on holidays and weekends will only be permitted with the advance permission of the VTrans Authorized Representative and will be reimbursed at 1.5 times the awarded hourly rate. Holiday and weekend rates will apply to personnel only, not to equipment. The State of Vermont Holiday calendar can be found here: <https://humanresources.vermont.gov/benefits-wellness/holiday-schedule>
9. **Invoice:**
 - a. The contractor is required to submit detailed monthly invoices on or before 15th of each month, or as specified in the individual Job Order. These invoices should itemize all work performed during the invoicing period. The pricing on the invoice must align with the rates provided in Attachment R or as approved through subsequent Administrative Adjustments. It is important to ensure that each invoice has a unique number and follows a consistent numbering system; invoices lacking a unique number will be returned. The invoice must include, but is not limited to, the following details:
 - i. Company name and address.
 - ii. JOC Primary contract number

- iii. AOT Department or Division/ Project Manager Name
 - iv. Job Order Project name
 - v. Unique Invoice number
 - vi. Dates of work performed
 - vii. For lump sum pricing, a breakdown of the lump sum price into materials, labor, and equipment.
 - viii. For hourly pricing, please include hours of worked performed.
 - ix. Invoice backup for all materials purchased
 - x. Total Billed to Date.
 - xi. Total previously Billed.
 - xii. Invoice total.
 - xiii. Job Order form
 - xiv. Any other information and/or documentation requested by the State that is appropriate and sufficient to substantiate the amount invoiced for payment by the State.
- b. Invoices must clearly separate and subtotal the different services and expenses:
- i. Contractor Services.
 - ii. Subcontractor Services.
- c. **Subcontractors:**
- i. Subcontractor(s) invoices will include documentation to back up labor, materials and other expenses stated on their invoices so VTrans has the ability to verify those expenses.
 - ii. When invoicing for subcontractor services, please attach a list of all approved subcontractors under this agreement for verification during invoice review and approval. This list will include any subcontractors named in the approved proposal and any additional subcontractors that have been added with the proper written approvals.
- d. If additional information and guidance is provided as part of this contract, it is expected that invoices will be submitted according to those requirements. Should any information within the invoice submittal be missing or incorrect, processing may be delayed until a corrected invoice is provided and accepted by VTrans. VTrans Audit may select invoices to review for completeness, accuracy and compliance with contract terms

10. Invoice Submission:

- a. Invoices should be submitted electronically to the designated District Project Manager in the district where the Job Order is performed.

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

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



Attachment F

General Terms and Conditions for Contracts for Services

VERMONT AGENCY OF TRANSPORTATION
2020

CONTENTS

A.	INSURANCE.....	3
B.	INDEMNIFICATION.....	7
C.	GENERAL COMPLIANCE WITH LAWS; RESPONSIBILITY FOR VIOLATION	9
D.	COMPLIANCE WITH DESIGN SPECIFICATIONS, STANDARDS, MANUALS, GUIDELINES, DIRECTIVES, AND POLICIES.....	9
E.	SEVERABILITY	9
F.	PROMPT PAYMENT	9
G.	TERMINATION.....	10
H.	PROPRIETARY RIGHTS.....	12
I.	PERSONAL CONFLICTS OF INTEREST	13
J.	ORGANIZATIONAL CONFLICTS OF INTEREST (OCOI).....	16
K.	CONFLICT OF INTEREST REMEDIES	18
L.	CONTRACTOR PERSONNEL	18
M.	APPROVAL REQUIREMENT FOR HIRING CERTAIN VTRANS EMPLOYEES	19
N.	ASSIGNMENTS, TRANSFERS, AND SUBLETTING.....	19
O.	PERFORMANCE AND COMPLETION OF WORK	19
P.	CONTINUING OBLIGATIONS.....	20
Q.	APPEARANCES	20
R.	CHANGES AND AMENDMENTS	20
S.	EXTENSION OF TIME	21
T.	CONTRACTOR ERRORS AND OMISSIONS.....	21
U.	DISPUTE RESOLUTION	22
V.	RETAINAGE AND LIQUIDATED DAMAGES.....	22
W.	NO ADVANTAGE FROM ERRORS OR OMISSIONS IN CONTRACT DOCUMENTS.....	22
X.	HOSTILE ACTS.....	22
Y.	RESPONSIBILITY FOR SUPERVISION.....	23
Z.	WORK SCHEDULE AND PROGRESS REPORTS	23
AA.	WORK ASSIGNED UNDER PRIMARY-TYPE CONTRACTS	23
BB.	UTILITIES.....	23

CC.	PUBLIC RELATIONS	23
DD.	INSPECTION OF WORK	24
EE.	WRITTEN DELIVERABLES/REPORTS	24
FF.	ELECTRONIC DATA MEDIA.....	24
GG.	REVIEWS AND APPROVALS.....	24
HH.	PAYMENT PROCEDURES	24
II.	AUDIT REQUIREMENTS	25
JJ.	RECORDS RETENTION:.....	25
KK.	REGISTRATION WITH SECRETARY OF STATE	25
LL.	SITE VISIT.....	26
MM.	MARKETING.....	26

The following terms and conditions are incorporated into the contract in addition to those contained in Attachment C, the Vermont Standard Provisions for Contracts and Grants, except where noted that the terms herein are substitutions for those contained in the Vermont Standard Provisions for Contracts and Grants.

Claims-made coverage forms are not acceptable without the prior written consent of the Agency.

A. INSURANCE

1. Basic Insurance Requirements for All Contracts for Services:

a. Prime Contractor:

For any work, a prime contractor must at minimum have and maintain throughout the life of the contract insurance coverage in types and amounts meeting or exceeding the State's standard insurance requirements specified in the State's Attachment C in effect at inception of the contract.

When a contract is amended, if a new Attachment C was adopted since the execution of the original contract, then the new Attachment C insurance requirements will apply as of and after amendment.

Certain types and settings of work require additional types and amounts of insurance coverage, beyond Attachment C requirements, as specified at Sections 2.e. and 3 below, which the Contractor must obtain and maintain throughout the life of the contract.

b. Subcontractors:

Subcontractors are required to have insurance coverage in types and amounts meeting or exceeding the prime contractor's insurance obligations to the State, including any additional types and amounts of insurance coverage for certain types and settings of work as specified at Sections 2.e and 3 below.

As to subcontractors, a prime contractor is obligated, for each of its subcontractors, to verify and maintain evidence of verification that each subcontractor carries all VTrans-required insurances. Subcontractors must do the same for their sub-subcontractors.

2. Workers Compensation Verification Compliance (*applies to both prime and subcontractors*):

a. In accordance with Act 54 of 2009,¹ and as subsequently amended, for total project costs over \$250,000, all contractors and subcontractors must have, when applicable:

A payroll process by which during every pay period the contractor collects from the subcontractors or independent contractors a list of all workers who were on the jobsite during the pay period, the work performed by those workers on the jobsite, and a daily census of the jobsite. This information, including confirmation that contractors,

¹ See: Act 54 of 2009, § 32; Act 142 of 2010, § 17; Act 50 of 2011, § 6, as available at: <https://legislature.vermont.gov/>

subcontractors, and independent contractors have the appropriate workers' compensation coverage for all workers at the job site, and the same information for the subcontractors regarding their subcontractors shall also be provided to the Department of Labor and to the [Department of Financial Regulation], upon request, and shall be available to the public.

- b. Contractors and subcontractors must preserve and retain the above discussed documentation seven (7) years, per section JJ of this document.
- c. VTrans has the right to audit contractors' and subcontractors' compliance with the above; however, contractors and subcontractors should be in good standing at all times with this monitoring obligation, regardless of whether or how often VTrans conducts such audits.
- d. VTrans reserves the right to require contractors and subcontractors to submit periodic attestations of compliance with these workers compensation verification requirements.
- e. Contract-specific risk and insurance:
 - i. Where the subject matter of the contract gives rise to specific insurance obligations under the Federal Motor Carrier Safety Act ("FMCSA") <https://www.fmcsa.dot.gov>, which applies to both certain transport of passengers and certain materials of environmental concern, contractors and subcontractors must comply with the FMCSA insurance requirements.
 - ii. Environmental and pollution insurance coverage may also be required when the State, in its sole discretion, determines it to be required under the scope and subject matter of a contract.
 - iii. VTrans reserves the right to require other additional types or amounts of insurance for specific contracts when, in VTrans' sole discretion, it is prudent to do so in relation to the details of a particular contract.

3. Additional Types and Amounts of Insurance for Certain Subjects and Settings of Contracts for Services:

One or more types and amounts of the insurance coverages specified below will apply when the subject or setting of work falls within the scope(s) specified and described below:

- a. For Design/Engineering Professional Services for a Specific Contracts:
 - i. Where Contractor's work under the contract provides in whole or part design/engineering professional services for one or more specific projects, then before commencing work and throughout the term of this contract, contractor must provide Professional Liability insurance for all relevant services performed under this Agreement, with minimum coverage of no less than two million dollars (\$2,000,000) per claim and two million dollars (\$2,000,000) policy aggregate.

- ii. The required Professional Liability insurance coverage must be maintained continuously for five (5) years after the final acceptance of any construction that may be developed as a result of such design work, even if the construction is performed under a separate contract or project.
- iii. Separate from task or project-specific requirements to maintain coverage, if contractor for any reason ceases operations, the contractor shall be responsible to obtain and maintain professional liability coverage that extends for not less than five (5) years after such cessation of operations.

4. Valuable Papers and Records Insurance:

Where contractor's work under the contract will in whole or part consist of providing the State with designs, plans, drawings, analyses, studies, reports, data, or other professional work product, contractor shall carry Valuable Papers and Records Insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other information or data relating to the work, whether supplied by the State or developed by the contractor, subcontractor, worker, or agent, in the event of loss, impairment, or destruction. Such coverage shall remain in force until the final work product as well as all related materials have been delivered by the contractor to, and accepted by, the State. Valuable Papers and Records Insurance shall provide coverage on an "individual occurrence" basis with limits in the amount of at least one hundred thousand dollars (\$100,000).

5. Railroad Protective Liability:

- a. When any portion of contractor's or a subcontractor's work under the contract involves work on, over, or under the right-of-way of any railroad, the contractor shall provide and file with the Agency, with respect to the operations that it or its subcontractor perform under the contract, Railroad Protective Liability Insurance for and on behalf of the railroad as named insured, with the State and its officers and employees specified as additional insured.
- b. If Railroad Protective Liability insurance is required, the contractor shall obtain and submit the minimum coverage indicated above to the State prior to the commencement of rail-related work and activities, and shall maintain coverage until contractor notifies the State and the railroad that contractor has completed and ceased work on, over, or under the railroad right-of-way, and both State and railroad have concurred that contractor may terminate the railroad protective liability. Railroad coverage limits must meet or exceed:
 - i. Not less than two million dollars (\$2,000,000) for all damages arising out of any one accident or occurrence, in connection with bodily injury or death and injury to or destruction of property; and
 - ii. Subject to that limit per accident, a total (or aggregate) limit of six million dollars (\$6,000,000) for all injuries to persons or property during the policy period.

The Contractor shall file the original and one (1) copy of the Railroad Protective Liability policy with the State, who will provide the original to the appropriate railroad.

6. Information Technology Contracts:

- a. For contracts determined by the State to fall within the category of “information technology activity” as defined in statute at 3 V.S.A. §3301(b)(2), additional types and amounts of insurance will typically be required, and may change over time, either as to general standards or with regard to the subject matter or potential risk exposure in a specific IT transaction.
- b. As of the issuance of these General Terms and Conditions, the required IT insurance types include: Technology Professional Liability insurance with third-party coverage, and, if contractor has access to, processes, handles, collects, transmits, stores, or otherwise deals with State Data, Contractor shall maintain first party Breach Notification Coverage, which shall include the State of Vermont and its officers and employees as additional insureds.
- c. Information technology contracts will also generally require their own set of additional specific terms and conditions, derived from the then-applicable templates issued by the Agency of Digital Services and the Office of Purchasing and Contracting within the Department of Buildings and General Services.

7. Media Liability Coverage Contracts:

If the contract requires the Contractor to provide content for publications and websites including images and text that may be trademarked or copyrighted, the insurance requirements shall include media liability coverage including the following:

- a. Infringement of copyright, title, slogan, trademark, trade name, trade dress, service mark, or service name
- b. Plagiarism
- c. Public disclosure or loss of misappropriated trade secrets or unauthorized use of titles, formats, performances of artists or other performers, style, charters, plots, or other program material
- d. Libel, trade libel, slander, disparagement of a person, organization, or product, or other forms of defamation
- e. Unauthorized disclosure of data, which results in an invasion of privacy or other invasion, infringement, or interference with the right of privacy or publicity
- f. Unfair competition including trademark dilution, deceptive trade practices, passing-off, and violations of Section 43(a) of the Lanham Act or similar statutes

- g. Breaches of contract that are implied in fact or in law, resulting from the alleged misuse of data
- h. False advertising or misrepresentation in advertising
- i. Errors and omissions and negligence in the production or publication of content

Media Liability limits are based on the Contract Maximum Amount. Coverage limits shall be as follows:

- a. Contracts in excess of \$1,000,000.00 shall carry \$5M per claim/\$5M aggregate
- b. Contracts between \$100,000.00 but under \$1,000,000.00 shall carry \$1M per claim/\$1M aggregate
- c. Contracts under \$100,000.00 shall carry \$100k per claim/\$300k aggregate

B. INDEMNIFICATION

1. Basic Indemnification Requirements (any contract for services):

a. Prime Contractor:

Except as specifically provided below, a prime contractor must act in an independent capacity and defend and indemnify the State in accordance with the State's then-current Attachment C

b. Subcontractors:

Except as specifically provided below, the prime contractor must include requirements as to independence, defense, and indemnity, matching Attachment C and identical to those in the prime contractor's contract with State, in the prime contractor's contracts with subcontractors. Subcontractors must do the same for their sub-subcontractors.

2. For Design/Engineering Professional Services for a Specific Projects:

a. Prime Contractor:

Where a contract is for design/engineering professional services for a specific project, or, when a contract contains a mixed scope of work that in part consists of tasks of such professional design services for a specific project or projects, then as to, and only as to, those specific professional design services, the provisions of Standard Attachment C on the subjects of "Defense and Indemnity" (numbered item 7 in the December 2017 version of Attachment C, and any equivalent provisions, however numbered, in any subsequently-issued Attachment C) are stricken in their entirety and replaced in full by the following:

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in providing "non-professional services" under this Agreement. As used herein, "non-professional services" means services provided under this Agreement other than

professional services relating to the design and/or engineering of all or part of the project. The State shall notify the Party in the event of any such claim or suit covered by this Subsection, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit arising out of “non-professional services” provided under this Agreement.

Notwithstanding anything to the contrary set forth in Subsection C above, the Party shall not be obligated to defend the State and its officers and employees against claims or suits arising from the Party’s provision of engineering design services or architectural design services. However, the Party’s obligation to defend the State and its officers and employees against all claims or suits arising out of “non-professional services” provided under this Agreement as provided in Subsection C above and the Party’s other obligations under Attachment C shall remain in effect.

The Party agrees to indemnify and hold the State, its officers and employees, harmless from and against monetary damages to third parties, together with reasonable costs, expenses and attorney’s fees incurred and paid by the State in defending claims by third parties (collectively “Damages”) but only in the event and to the extent such Damages are incurred and paid by the State as the proximate cause of negligent acts, errors or omissions (“Professional Negligence”) by the Party, its employees, agents, consultants and subcontractors, in providing the professional services required under this Agreement.

As used herein, “Professional Negligence” or “negligent acts, errors or omissions” means a failure by the Party to exercise that degree of skill and care ordinarily possessed by a reasonably prudent design professional practicing in the same or similar locality providing such services under like or similar conditions and circumstances.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party arising from the provision of “non-professional services” (as defined herein) under this Agreement.

The Party shall not be obligated to indemnify the State for any Damages incurred by the State attributable to the State’s own negligent acts, errors or omissions or the negligent acts, errors or omissions of its officers, agents or employees, or the acts, errors, omissions or breach of Agreement by persons or entities other than the Party, its employees, agents, consultants and subcontractors.

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

b. Subcontractors:

As to subcontractors working under a prime contractor and where the subcontractors are providing such professional design services for a specific project, the prime contractor will

include the same design-specific provisions as defined in Section B(2)(a) above in the prime contractor's own contracts with subcontractors. Subcontractors must do the same for their sub-subcontractors.

C. GENERAL COMPLIANCE WITH LAWS; RESPONSIBILITY FOR VIOLATION

1. The contractor shall observe and comply with all applicable federal, state, and municipal laws, bylaws, ordinances, and regulations in any manner affecting the conduct of the work and the action or operation of those engaged in the work, including all such orders or decrees as exist at present and those which may be enacted, adopted, or issued later, during the course of the work, by bodies or tribunals having any jurisdiction or authority over the work; and the contractor shall defend, indemnify and save harmless the State, any affected railroad(s), and any affected municipality(ies), and all their officers, agents, and employees against any claim or liability arising from or based on the violation of any such law, bylaws ordinances, regulations, order, or decree, whether by the contractor in person, its employee(s), or by the contractor's subcontractor(s) or agent(s), or employee(s) or agents thereof.
2. If the contractor discovers any provision(s) in the contract contrary to or inconsistent with any law, ordinance, regulation, order, or decree, the contractor shall immediately report it to the Project Manager in writing.

D. COMPLIANCE WITH DESIGN SPECIFICATIONS, STANDARDS, MANUALS, GUIDELINES, DIRECTIVES, AND POLICIES

The contractor shall comply with all applicable statutes, regulations, ordinances, specifications, manuals, standards, guidelines, policies, directives, and any other requirements related to the contract. In case of any conflict with the items referenced above, the contractor is responsible to ascertain and follow the direction provided by the State.

E. SEVERABILITY

Provisions of the contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both parties. If for any reason a provision in the contract is unenforceable or invalid, VTrans, in its sole discretion may sever that provision from the contract, and the remaining provisions shall have the same force and effect as if the severed provisions had never been a part of the contract.

F. PROMPT PAYMENT

1. The contractor, by accepting and signing the contract, agrees to fully comply with the provisions of 9 V.S.A. §§ 4001-4009, also referred to as Act No. 74 of 1991 or the Prompt Payment Act, as amended. Compliance with this clause also satisfied the requirements of 46 CFR § 26.29 applicable to Federally funded contracts.
2. In accordance with 9 V.S.A. Section 4003, notwithstanding any contrary contract provision, payments shall be made within seven days from receipt of a corresponding final or progress

payment by the State to the contractor, or seven days after receipt of a subcontractor's invoice, whichever is later. Failure to comply constitutes violation of this contract.

3. On all federal-aid and state funded contracts, the contractor, during the life of the contract and on a monthly basis, shall submit electronically a listing of payments to subcontractors on the form specified by the State and made available at: <http://apps.vtrans.vermont.gov/consultants/>. Electronic reports shall be filed with VTrans Office of Civil Rights by an authorized representative and received in the VTrans Office of Civil Rights on or before the tenth working day after month end. Contractors without access to the internet shall obtain and submit manual reports to the VTrans Office of Civil Rights. Manual reports shall be signed by an authorized representative, sent to the VTrans Office of Civil Rights, and postmarked on or before the tenth working day after month end. There shall be no direct compensation allowed the contractor for this work, but the cost thereof shall be included in the general cost of the work.
4. Violations shall be reported to the VTrans Office of Civil Rights for review. Failure to resolve disputes in a timely manner will result in a complaint made to the VTrans Chief of Contract Administration. In the Agency's judgment, appropriate penalties may be invoked for failure to comply with this specification. Penalties may include debarment or suspension of the ability to submit proposals.
5. This section shall be included in the prime contractor's contract made with all of its subcontractors.

G. TERMINATION

In addition to the Termination provisions contained in Attachment C, the following terms are included in this contract:

Termination for Convenience

1. General

- a. The Agency may, with thirty (30) days written notice to the Contractor, terminate the Contract or any portion thereof when such termination would be in the best interest of the Agency. Upon notification, the contractor may be directed to immediately stop all work and incur no further costs under the contract.
- b. Any such termination shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
- c. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- d. No compensation will be allowed for incomplete or eliminated contract items.

- e. Termination of the Contract, or portions thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by VTrans, the Contractor shall immediately proceed to:

- a. The extent specified in the Notice of Termination, cease work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portions of the work under the Contract that are not terminated.
- c. Terminate and cancel any orders or subcontracts related to the services, except as may be necessary for completion of such portions of the work under the Contract that are not terminated.
- d. Transfer to VTrans all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to VTrans.
- e. Take other actions as may be necessary or as directed by VTrans for the protection and preservation of the property related to the contract which is in the possession of the contractor and that VTrans has or may acquire any interest.
- f. Make available to VTrans all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

After receipt of the Notice of Termination from VTrans, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within sixty (60) days of the effective termination date. Should the Contractor fail to submit a claim within the sixty (60) day period, VTrans may, at its sole discretion, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiations to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and VTrans. Settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and loss of anticipated profits on work not performed

shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

H. PROPRIETARY RIGHTS

1. If a patentable discovery or invention results from work performed under the contract, all rights to such discovery or invention shall be the sole property of the Contractor, but the State and the United States Government shall have an irrevocable, nonexclusive, non-transferable, and royalty free license to each invention in the manufacture, use, and disposition, according to law, of any article or material or use of method that may be developed, as a part of the work under the contract.
2. Publications: All data, valuable papers, photographs, and any other documents produced under the terms of the contract shall become the property of the State of Vermont. The Contractor agrees to allow access to all data, valuable papers, photographs, and other documents at all times. The contractor shall not copyright any material originating under the contract without prior written approval of the State.
3. Ownership of the Work: All studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, photographs, and other material prepared or collected by the contractors ("instruments of professional service") shall become the property of the State as they are prepared or developed during performance of the work under the contract. If a contractor uses a proprietary system or method to perform the work, only the product will become the property of the State. The Contractor shall not be liable for any reuse, misuse, or alteration of these "instruments of professional service" by the State.
4. The Contractor shall surrender to the State upon demand or submit for inspection at any time any instruments of professional service that have been collected, undertaken, or completed by the Contractor pursuant to the contract. Upon completion of the work, these instruments of professional service will be appropriately endorsed by the Contractor and turned over to the State.
5. Data and publication rights to any instruments of professional services produced under the contract are reserved to the State and shall not be copyrighted by the contractor at any time without written approval of the State. No publication or publicity of the work, in part or in total, shall be made without the consent of the State, except that contractors may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
6. Rights and Remedies Additional: The rights and remedies of the State under this section are in addition to any other rights and remedies that the State may possess by law or under this contract.
7. Decisions Final and Binding: Decisions of the State on matters discussed in this section shall be final and binding.

I. PERSONAL CONFLICTS OF INTEREST

Contractor employees performing services for the VTrans shall not have, directly or indirectly, a personal conflict of interest with respect to any contract with VTrans and must immediately disclose to VTrans any personal conflicts of interest arising at any time from the bidding process to final contract close-out.

Definitions

As used in this clause:

1. Contractor Employees means employees and subcontractors of a VTrans contractor.
2. Personal Conflict of Interest means a situation in which a contractor employee has a financial interest, personal activity, or relationship that could impair the individual's ability to act impartially and in the best interest of the Government when performing under the contract.
 - a. Sources of personal conflicts of interest include but are not limited to:
 - i. Financial interests of the contractor employee, of close family members, or of other members of the contractor employee's household;
 - ii. Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
 - iii. Gifts, including travel.
 - b. Examples. Financial interests referred to above may arise from:
 - i. Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
 - ii. Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);
 - iii. Services provided in exchange for honorariums or travel expense reimbursements;
 - iv. Research funding or other forms of research support;
 - v. Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
 - vi. Real estate investments;
 - vii. Patents, copyrights, and other intellectual property interests; or

- viii. Business ownership and investment interests.
3. Acquisition Function means supporting or providing advice or recommendations to the following activities of a State agency:
- a. Planning acquisitions;
 - b. Determining what supplies or services are to be acquired by the Government, including developing statements of work;
 - c. Developing or approving any contractual documents, including documents defining requirements, incentive plans, and evaluation criteria;
 - d. Evaluating contract proposals;
 - e. Awarding Government contracts;
 - f. Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services);
 - g. Terminating contracts; and
 - h. Determining whether contract costs are reasonable, allocable, and allowable.
4. Non-public information means any State or third-party information that:
- a. Is deemed by VTrans to be proprietary or confidential, or is exempt from disclosure under the Vermont Public Records Act, 1 V.S.A. § 315, et al, or otherwise protected from disclosure by statute, Executive order, or regulation; or
 - b. Has not been disseminated to the general public and the State has not yet determined whether the information can or will be made available to the public.

Requirements

The Contractor shall:

- 1. Have procedures in place to screen employees for potential personal conflicts of interest;
- 2. Prevent personal conflicts of interest, including not assigning or allowing an employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency; and

3. Prohibit use of non-public information accessed through performance of a Government contract for personal gain.
4. Inform employees of their obligation:
 - a. To disclose and prevent personal conflicts of interest;
 - b. Not to use non-public information accessed through performance of a Government contract for personal gain;
 - c. To avoid even the appearance of personal conflicts of interest;
5. Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;
6. Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause;
7. Report to VTrans any personal conflict-of-interest violation by an employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation.
8. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include:
 - a. Failure by an employee to disclose a personal conflict of interest;
 - b. Use by an employee of non-public information accessed through performance of a Government contract for personal gain; and
 - c. Failure of an employee to comply with the terms of a non-disclosure agreement.
9. In the case of contractors' employees *who perform acquisition functions* for VTrans, screening procedures must include:
 - a. Maintaining and obtaining from each employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:
 - i. Financial interests of the employee, of close family members, or of other members of the covered employee's household;
 - ii. Other employment or financial relationships of the employee (including seeking or negotiating for prospective employment or business); and
 - iii. Gifts, including travel.

- b. Requiring each employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the employee is performing.

Mitigation or Waiver

1. In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required above, the Contractor may submit a request through the applicable Division Director for:
 - a. An agreement to a plan to mitigate the personal conflict of interest; or
 - b. A waiver of the requirement.
2. The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.
3. The Contractor shall:
 - a. Comply, and require compliance by the employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or
 - b. Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

Disclosure

A mandatory duty is established for the Contractor to disclose procurement fraud, and overpayments, or risk debarment or suspension. The contractor must report fraud, conflicts of interest, bribery, and illegal gratuities in connection with the award or performance of a state contract.

Code of Business Ethics

Contractors are encouraged to have a written code of business ethics and conduct. In addition, the contractor should have an ongoing ethics and compliance training program for principals and employees, as well as a system of internal controls to detect fraud and improper conduct.

J. ORGANIZATIONAL CONFLICTS OF INTEREST (OCOI)

Definition

Organizational conflict of interest ("OCOI") means that because of other activities or relationships with other persons or entities, a contractor *as a business entity*:

1. Is unable or potentially unable to render impartial assistance or advice to VTrans;

2. Is or may be impaired in its objectivity in performing the contract work (Example: A firm has a contract to inspect work by firms that are its business affiliates); or
3. Has an unfair competitive advantage. (Example: a firm participates in systems engineering and technical direction; preparing specifications or work statements; participates in development and design work; or gains access to the information of other companies in performing advisory and assistance services for the government drafting a scope of work for a project, then bids on the project itself.)

Disclosure

The Contractor shall make an immediate and full disclosure, in writing, to the VTrans Project Manager of any potential or actual OCOI or the existence of any facts that may cause a reasonably prudent person to question the contractor's impartiality because of the appearance or existence of bias or an unfair competitive advantage. Such disclosure shall include a description of the actions the contractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.

Contractors in Management Support Roles

OCOIs often arise when contractors or subcontractors are employed in management support roles, such as oversight and inspection of the work of other contractors, and the development of designs, requirements, or statements of work or procurement documents such as requests for proposal. Such contracts bear particularly close monitoring to avoid OCOIs. A contractor serving in a management support role may be precluded from providing additional services on projects, activities, or contracts under its oversight due to potential conflicts of interest.

OCOI Screening

Prior to submitting a proposal, each submitter or proposer will conduct an internal review of its current affiliations and will require its team members to identify potential, real, or perceived OCOIs relative to the anticipated procurement. Potential submitters or proposers will be notified that existing or future contractual obligations relative to the proposed procurement may present an OCOI that may require avoidance, neutralization, or mitigation.

Disqualification

Prior to the award of a contract, VTrans may determine that an OCOI exists which would warrant disqualifying the bidder for award of the contract. Vtrans will discuss the matter with the contractor to determine whether the OCOI can be mitigated to VTrans satisfaction by negotiating terms and conditions of the contract to that effect.

Subcontracts

1. The Contractor shall require from its subcontractors full disclosure of any actual, apparent, or potential OCOI, and report such OCOIs to the VTrans Project Manager.
2. The Contractor shall identify and avoid, neutralize, or mitigate any subcontractor OCOI prior to award of the contract to the satisfaction of the VTrans Project Manager. If the subcontractor's OCOI cannot be avoided, neutralized, or mitigated, the Contractor must obtain the written approval from the appropriate VTrans Division Director prior to entering into the subcontract.
3. If the Contractor becomes aware of a subcontractor's potential or actual OCOI after the contract award, the Contractor agrees that VTrans may require the Contractor to eliminate the subcontractor from its team.

K. CONFLICT OF INTEREST REMEDIES

VTrans may terminate this contract, in whole or in part, or decline to make an award to a contractor if, in VTrans sole discretion, it is deemed necessary to avoid, neutralize, or mitigate an actual or apparent personal or OCOI. No contract for the construction of a project shall be awarded to the firm that designed the project or its subsidiaries or affiliates, except with the approval of the Secretary of Transportation or authorized representative.

1. If a Contractor fails to disclose facts pertaining to the existence of a potential or actual personal or OCOI or misrepresents relevant information to VTrans, VTrans may terminate the contract for default or pursue such other remedies as may be permitted by law or this contract.
2. The Contractor will have the right to appeal a finding of an actual or potential OCOI to the appropriate Division Director, whose decision will be final, subject to further review only as provided for by state law, regulation or procedure.

L. CONTRACTOR PERSONNEL

1. The Contractor shall employ only qualified personnel to supervise and perform the work. VTrans shall have the right to approve or disapprove personnel hired to perform or supervise work related to the contract.
2. Upon VTrans' request, the Contractor shall supply resumes for staff proposed to work on assignment or under primary contracts for VTrans' review and acceptance or rejection. VTrans retains the right to interview the proposed staff.
3. If contractor has submitted a list of key personnel to VTrans as part of a proposal, the Contractor must notify and seek approval if any changes to the proposed personnel occur during the performance period of the contract.
4. VTrans reserves the right to require removal of any person employed by a contractor from work related to the contract as deemed necessary to protect the interests of the State. The decision of VTrans shall be final and not subject to challenge or appeal beyond the appropriate Division Director.

M. APPROVAL REQUIREMENT FOR HIRING CERTAIN VTRANS EMPLOYEES

1. Contractors are required to obtain VTrans approval prior to making offers of employment to VTrans employees who are engaged in acquisition functions as defined in paragraph I.3 a-h above, or an individual who was engaged in acquisition functions for VTrans within one year of the end of employment with VTrans. Request for approval must be submitted to the appropriate Division Director.
2. Discussions with current VTrans employees engaged in acquisition functions regarding *potential* employment with a contractor creates a conflict of interest for the employee and is prohibited absent a State approved mitigation plan or waiver.
3. Contractors are encouraged to maintain an open dialogue with VTrans regarding such matters and work toward mutually acceptable avoidance and resolution of any issues.

N. ASSIGNMENTS, TRANSFERS, AND SUBLETTING

1. The Contractor shall not assign, sublet, or transfer any interest in the work covered by the contract without the prior written consent of the State and appropriate federal agencies, if applicable. Further, if any subcontractor participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive the prior written consent of the State.
2. The approval or consent to assign, sublet, or assign any portion of the work shall in no way relieve the Contractor of its responsibility to perform that portion of the work so affected. Except as otherwise provided in these specifications, the form of the subcontractor's contract shall be as developed by the contractor.
3. Any authorized subcontracts shall contain all the same provisions specified for and attached to the original contract with the State.

O. PERFORMANCE AND COMPLETION OF WORK

1. The Contractor shall perform the services specified in accordance with the terms of the contract and shall complete the contracted services by the completion dates specified in the contract.
2. Apart from ongoing obligations (*e.g.*, insurance, ownership of the work, and appearances), upon completion of all services covered under the contract and payment of the agreed upon fee, the contract with its mutual obligations shall be terminated.
3. If, at any time during or after performance of the contract, the Contractor discovers any design errors or other issues that warrant changes, the contractor shall notify the Project Manager immediately. This paragraph also applies to those projects that are under construction or have been constructed.

P. CONTINUING OBLIGATIONS

The Contractor agrees that if, because of a death or other occurrences, it becomes impossible to effectively perform its services in compliance with the contract, neither the contractor nor its surviving principals shall be relieved of their obligations to complete the services under the contract. However, the State may terminate the contract if it considers a death, incapacity, or other removal of any principal(s) or key project personnel to be a loss of such magnitude that it would affect the contractor's ability to satisfactorily comply with the contract.

Q. APPEARANCES

1. Hearings and Conferences. The Contractor shall provide professional services required by the State that are necessary for furtherance of any work covered under the contract. Professional services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain, or defend its services provided under the contract.
2. The Contractor shall serve as a liaison if the State deems it necessary for the furtherance of the work and participate with the State, at any reasonable time, in conferences, concerning interpretation and evaluation of all services provided under the contract.
3. The Contractor further agrees to participate in meetings with the State, applicable Federal Agencies, or any other interested or affected participants for the purpose of review or resolution of any conflicts pertaining to the contract. The Contractor shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto in accordance with the contract.
4. Appearance as Witness. When required by the State, the Contractor, or an appropriate representative, shall prepare for and appear in, on behalf of the State, any litigation or other legal proceeding concerning any relevant project or related contract. The contractor shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto in accordance with the contract.

R. CHANGES AND AMENDMENTS

1. VTrans may, upon written notice, require changes, additions, or deletions to the work or contract. Whenever possible, any such adjustments shall be administered under the appropriate fee schedule or payment provisions established in the contract based on the adjusted quantity of work.
2. The State may, upon written notice, and without invalidating the contract, require changes resulting from the revision or abandonment of work already satisfactorily performed by the Contractor or changes in the statement of work section of the contract.
3. If the value of such changes, additions, or deletions is not otherwise reflected in payments to the contractor pursuant to the contract, or if such changes require additional time or expense to perform the work, the contract may be amended accordingly.

4. Changes to the scope, duration or value of the contract will require amendment of the contract, approved by the State's Secretary of Transportation or other official delegated such authority.
5. The Contractor agrees to maintain complete and accurate records, in a form satisfactory to VTrans, for any extra work or additional services in accordance with the contract and the Contractor shall perform such work or services only after an amendment has been fully executed or a written notice to proceed is issued by VTrans.

S. EXTENSION OF TIME

1. The contractor may request in writing an extension of the allotted time for completion of the work. A request for extension will be evaluated, and if VTrans determines that the justification is valid, an extension of time for completion of the work may be granted. A request for extension of time must be made before the contractor is in default.
2. The decision of VTrans relative to granting an extension of time shall be final and binding, and may result in damages owed to the State by the contractor.
3. Neither party hereto shall be held responsible for delay in performing the work encompassed herein when such delay is due to unforeseeable causes such as, but not limited to, acts of God or a public enemy, fire, strikes, floods, or legal acts of public authorities.

T. CONTRACTOR ERRORS AND OMISSIONS

1. "Professional negligence" resulting in errors and omissions in the work product of the contractor or subcontractors must be corrected by the contractor at no cost to the State, when it is determined that the error or omission was a direct cause of the contractor's work. The contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in designs furnished under its contract.
2. When VTrans becomes aware of an error or omission on the part of the contractor or subcontractors, VTrans will inform the contractor and provide an opportunity for discussion and correction, if applicable. Discussions will not relieve the contractor from complying with any VTrans-ordered corrections.
3. VTrans' review, approval, or acceptance of or payment for the services required under this contract shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
4. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

U. DISPUTE RESOLUTION

1. Design Professionals: In cases where VTrans believes damages are owed by a contractor, VTrans will attempt to negotiate a resolution with the contractor. If requested in writing by either party, negotiations may take the form of structured non-binding mediation with the assistance of a mediator on a “without prejudice” basis. The mediator shall be appointed by agreement of the parties, and the fees split equally between the parties. Negotiations or mediation will not bar either party from pursuing any other available remedies except as mutually agreed to in a written mediation agreement.
2. Construction Services Professionals: The parties shall attempt to resolve any disputes that may arise under the contract by informal negotiation, with the approval of the appropriate Division Director. If the dispute is not resolved, the Director shall issue a decision, which the Contractor may appeal in writing to the Transportation Board, through the Director, within 30 calendar days of the Director's decision. The notice of appeal shall completely outline the nature and extent of the issue(s) appealed and shall include copies of any and all supporting documentation. The decision of the Transportation Board may be appealed to Vermont Superior Court by either party as provided in 19 V.S.A. § 5.

V. RETAINAGE AND LIQUIDATED DAMAGES

1. Pursuant to the provisions of Agency of Administration Bulletin 3.5 – Contracting Procedures, VTrans has considered whether services contracts should contain provisions that provide for liquidated damages and/or retainage. As a general principle, based on experience and policy, VTrans has generally chosen not to include liquidated damages and retainage in its services contracts.
2. Should VTrans believe that liquidated damages or retainage provision are advisable in a particular contract, VTrans will include such provisions in the contract.

W. NO ADVANTAGE FROM ERRORS OR OMISSIONS IN CONTRACT DOCUMENTS.

Neither the contractor nor the State shall take advantage or be afforded any benefit as the result of apparent error(s) or omission(s) in the contract documents. If either party discovers error(s) or omission(s), it shall immediately notify the other.

X. HOSTILE ACTS

Except as provided below, or otherwise agreed to in writing by a duly authorized representative of the State, the Contractor agrees that during the term of this contract, and also after termination of this contract, it will not represent or render assistance to anyone in any matter, proceeding, or lawsuit against or otherwise adverse to the interests of the State or any of its agencies or instrumentalities in a matter, proceeding, or lawsuit related to any aspects of any work or projects to which this contract relates. Contractor also agrees to include written provision in any of contractor’s subcontracts with others relating to this contract, providing that such subcontractors also recognize and agree to be bound by this duty of loyalty to the State regarding any aspects of any work or projects to which

this contract relates.

Y. RESPONSIBILITY FOR SUPERVISION

The contractor shall be responsible for supervision of contractor employees and subcontractors for all work performed under the contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions, and contents of work performed under the contract.

Z. WORK SCHEDULE AND PROGRESS REPORTS

As required by VTrans, prior to initiating any work, the Contractor shall work with VTrans' Project Manager to develop a work schedule showing how the contractor will complete the various phases of work to meet the completion date and any interim submission dates in the contract. VTrans will use this work schedule to monitor the contractor.

The Contractor during the life of the contract shall make monthly progress reports, or as otherwise determined by the Project Manager, or set forth in the statement of work, indicating the work achieved through the date of the report. The Contractor shall link the monthly progress reports to the schedule. The report shall indicate any matters that have, or are anticipated to, adversely affected progress of the work. VTrans may require the Contractor to prepare a revised work schedule in the event that a specific progress achievement falls behind the scheduled progress by more than thirty (30) days. The revised work schedule shall be due as of the date specified by VTrans.

AA. WORK ASSIGNED UNDER PRIMARY-TYPE CONTRACTS

Specific tasks or projects under primary (ie. retainer or Indefinite Delivery/Indefinite Quantity ["IDIQ"]) type contracts will be awarded and managed as provided in the scope of work section of the contract. Contractors should not begin work on any task or project under a primary contract until they have received authorization as described in the scope of work.

BB. UTILITIES

Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by proposed construction, the Contractor shall consult with the State's Utility Section and initiate contacts or discussions with the affected owners regarding requirements necessary for revision of facilities, both above and below ground. All revisions must be completely and accurately exhibited on detail sheets or plans. The Contractor shall inform the State, in writing, of all contacts with utility facility owners, and the results thereof. Further details should be provided in the scope of work section of the contract.

CC. PUBLIC RELATIONS

Whenever it is necessary to perform work in the field (e.g., with respect to reconnaissance, testing, construction inspection, and surveying) the contractor shall endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the contractor shall conduct themselves with propriety. If there is a need to enter upon private property to accomplish the work under the contract, the Contractor shall inform property owners and tenants in a timely manner and in accordance with relevant statutes. All work will be done with minimum

damage to the land and disturbance to the owners thereof. Upon request of the Contractor, the State shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the contractor is acting on behalf of the State.

DD. INSPECTION OF WORK

1. The State and applicable federal agencies shall, at all times, have access to the contractor's work for the purposes of inspection, accounting, and auditing, and the Contractor shall provide appropriate and necessary access to accomplish inspections, accounting, and auditing.
2. The contractor shall permit the State and its representatives the opportunity at any time to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to the contract.
3. A conference, visit to a site, or inspection of the work may be held at the request of the Contractor, State, and appropriate federal agencies.

EE. WRITTEN DELIVERABLES/REPORTS

All communications and deliverables presented under terms of the contract shall be in a form and format identified in the statement of work section of the contract, including, but not limited to CADD Requirements, Data Specifications, and Geographic Information System Requirements.

FF.ELECTRONIC DATA MEDIA.

VTrans Web Page and File Transfer Protocol (FTP) Site Disclaimer. The files located on the VTrans web page and FTP site are subject to change. The contractor is responsible for maintaining contact with VTrans to determine if any changes affect the work produced by the contractor. Although VTrans makes every effort to ensure the accuracy of its work, it cannot guarantee that transferred files are error free.

GG. REVIEWS AND APPROVALS.

All work prepared by the Contractor, subcontractors, and representatives thereof pursuant to the contract shall be subject to review and approval by VTrans. Approval for any work shall be documented in writing. Approvals shall not relieve a contractor of its professional obligation to correct any defects or errors in the work at the contractor's expense.

The pertinent federal agencies may independently review and comment on the contract deliverables. The Contractor, through VTrans, shall respond to all official comments regardless of their source. The Contractor shall supply VTrans with written copies of all correspondence relating to reviews. All comments must be satisfactorily resolved before the affected work is advanced.

HH. PAYMENT PROCEDURES

Payment procedures will be set forth in Attachment B.

II. AUDIT REQUIREMENTS

1. Design and Engineering Contracts of Five Hundred Thousand Dollars (\$500,000.00) and over:
 - a. Annually, the Contractor shall furnish the State with independently-prepared, properly supported indirect cost rates for all the time periods covered under the contract. These rates must be developed in accordance with the cost principles in 48 CFR Part 31. Unless otherwise specified in the contract, the Contractor's overhead rate shall be based on actual, audited overhead costs.
2. Design and Engineering Contracts Under Five Hundred Thousand Dollars (\$500,000.00):
 - a. The contractor may submit internally generated indirect cost computations and the related schedules.
 - b. Additional information may be requested from a new contractor executing a contract under \$500,000.00 or in some cases from contractors with existing or previous contracts with the State if any of the following conditions or areas of concern exist:
 - i. There is insufficient knowledge of the consultant's accounting system.
 - ii. There is previous unfavorable experience regarding the reliability of the consultant's accounting system.
 - iii. The contract involves procurement of new equipment or supplies for which cost experience is lacking.
 - iv. There have been issues with adherence to Federal and State regulations and policies.
 - v. Capacity – ensuring ongoing delivery.

JJ. RECORDS RETENTION:

The Contractor shall maintain all records related to the contract for a period of seven (7) years unless required to keep them longer as indicated Federal provisions or in the scope of work section of the contract.

KK. REGISTRATION WITH SECRETARY OF STATE

1. The Contractor shall be registered with the Vermont Secretary of State to do business in the State of Vermont if the Contractor:
 - a. Is a domestic or foreign corporation,
 - b. Is a resident co-partner or resident member of a co-partnership or association,
 - c. Is a non-resident individual doing business in Vermont in his or her individual capacity,

- d. Is doing business in Vermont under any name other than the Contractor's own personal name.
2. This registration must be complete prior to contract execution and maintained throughout the life of the contract.

LL. SITE VISIT

Where relevant to the work to be performed under the contract, contractors must inspect physical locations of construction when required in the statement of work and will not be compensated for any differing site conditions that could have been discovered during the inspection.

MM. MARKETING

The Contractor is prohibited from representing in marketing or promotional materials that VTrans is a co-sponsor in any project, or otherwise representing any sort of collaboration or partnership with VTrans; making claims of general endorsement by VTrans; and from using the VTrans logo, seal, or letterhead. In accordance with Attachment C, Standard State Provisions for Contracts and Grants, the Contractor has VTrans permission to refer to the fact that the Contractor has, or previously had, contracts with VTrans in marketing or promotional materials, as long as purely factual statements are made, and no general endorsement is asserted. Additionally, the Contractor may provide factual information regarding work under VTrans projects to other potential employers or identify designated VTrans employees or officials who could be consulted by as a reference about such prior work for VTrans. Designated VTrans employees may provide factual information regarding a Contractor's work under VTrans contracts to third parties requesting references. Contractor's providing false information regarding work under VTrans contract will be subject to administrative, civil, and criminal penalties.

Approved By: _____

E-SIGNED by Joe Flynn
on 2020-05-29 18:21:30 GMT

Secretary of Transportation

Assurance Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement

as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Assurance Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. § 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), (“...*which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*”);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*), as implemented by 49 C.F.R. § 25.1 *et seq.*

State Contract No.
Federal-Aid Project:

CERTIFICATION OF CONTRACTOR / CONSULTANT

I hereby certify that I am the _____ and duly authorized representative of the firm of _____, whose address is _____, and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or the consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the State Agency of Transportation and the U. S. Department of Transportation, Federal Highway Administration, in connection with this contract involving participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

CERTIFICATION REGARDING LOBBYING

1. The prospective contractor certifies, to the best of his or her knowledge and belief, under the penalties of perjury under the laws of the State of Vermont and the United States that on behalf of the person, firm, association, or corporation he or she represents, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form and instructions can be found here: [CERTIFICATION REGARDING LOBBYING \(state.gov\)](#)
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective contractor also agrees that they shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Printed Name of Signatory

Organization Name

Title of Signatory

Street Address

Signature of Authorized Official

City, State, Zip

Date

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

I, _____, representing
(Official Authorized to Sign Contracts)

_____ of _____,
(Individual, Partnership or Corporation) (City or State)

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

(Project Name)

_____ project located on _____,
(Project Number) (Route or Highway)

bids opened at _____,
(Town or City)

Vermont on _____.
(Date)

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

Exceptions: _____ No _____ Yes. (If yes complete second page of this form.)

(Name of Individual, Partnership or Corporation)

(Signature of Official Authorized to Sign Contracts)

(Name of Individual Signing Affidavit)

(Title of Individual Signing Affidavit)

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

EXCEPTIONS:

STATE OF VERMONT
AGENCY OF TRANSPORTATION

November, 1985
CA-109

CONTRACTOR'S EEO CERTIFICATION FORM

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

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

_____	_____	_____
Company	By	Title

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

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

RFP/PROJECT NUMBER: _____

DATE: _____

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT**Self Reporting**

Form 1 of 2

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

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

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

Summary of Detailed Information	Date of Notification	Outcome

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

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Signature (Request/Report Not Valid Unless Signed)*

Type or Print

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

RFP/PROJECT NUMBER: _____

DATE: _____

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT

Subcontractor Reporting Form

Form 2 of 2

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

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

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

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

Subcontractor	Insured By	Subcontractor's Sub	Insured By

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Signature

Type or Print

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

State of Vermont

Executive Order 02-22 Vendor Certification

Contractor:

RFP Name OR Contract Number:

Contract Subject Matter/Description:

On March 3, 2022, Governor Phil Scott issued Executive Order No. 02-22, which in part requires a review of all contracts for Russian-sourced goods and goods produced by Russian entities. The Executive Order can be found here: <https://governor.vermont.gov/content/executive-order-02-22-solidarity-ukrainian-people>

The State is required to secure your response to this certification request. You should (1) either check Box A below, or check Box B and complete the associated table accordingly, and (2) sign below certifying that the form is accurate on behalf of your organization with respect to whether Russian-sourced goods and goods produced by Russian entities are being provided to the State of Vermont under the Contract.

- A. Contractor hereby certifies that in connection with the RFP or Contract, none of the applicable goods or services are Russian-sourced goods and/or produced by Russian entities.
- B. If the non-use box is not checked in Section A above, Contractor hereby indicates that certain products provided under this RFP and resulting contract with the State of Vermont are Russian-sourced goods and/or produced by Russian entities, as described in the table below.

In addition, identify where indicated in the table, which goods are Russian-sourced and/or produced by Russian entities. An additional column is provided for any note or comment that you may have.

Equipment, Product or Service Provided	Contractor Note of Comment

Attachment R

Equipment & Rate Sheet

The Equipment & Rate Sheet approved by the selected contractor will be included as Attachment R in the finalized contract.

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

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

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

Energy Star® Certification

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

Other Internationally Recognized Building Certification:

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

3. Please Check all that apply:

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

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

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

3. Please Check all that apply (continued):

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

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

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

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

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

Job Order Form

Part I – Job Order Information

- Fill out this form for ALL projects going through the Job Order Contracting method
- Projects must be State Funds ONLY
- Project cost must be \$50,000.00 or under

Date:

Project Name

Requesting District/Division:

Point of Contact

Email Address

Phone Number

Start Date

Completion Date

Scope of Work/Instructions

Additional Job Order documents attached (Example: plans, additional scope of work documents, materials list, etc.).

Selection Method:

Lump Sum

- Must be bid to at least three (3) contractors
- Fill out Part II for contractor selection information

BID DEADLINE: Date:

Time:

Hourly Rate Schedule

- Can NOT contain materials or subcontractors
- Fill out Part III for contractor selection information

Part II – LUMP SUM BID

Section A: To be completed by Contractor

This form must be submitted by the deadline listed, to the Point of Contact listed on Part I of this form. Any defects or omissions may result in rejection of the bid. Communication with other VTrans personnel regarding this Job Order is prohibited and may result in the rejection of your bid proposal.

Contractor Name:

CERTIFICATION OF PROPOSAL: I, or we, hereby certify that I am, or we are, the only person or persons interested in this bid proposal as principal or principals; that the bid is made without collusion with any person, firm or corporation; that I, or we have examined the bid proposal, plans, specifications, applicable legal requirements, scope of work, and the site of the work, and that I or we propose to furnish all necessary machinery, equipment, tools, labor and other means of completing the required work including all materials specified, in the manner and time period prescribed in the Job Order Form Part I, the JOC Contract, and attachments for the sum(s) set forth below.

Fixed Lump Sum Price: \$

Contractor Signature (must be authorized agent)

Date

Section B: To be completed by Requesting District/Division for **WINNING BIDDER ONLY**. Please attach ALL bid sheets to this submittal package

Selection:

Describe the reason for selecting the contractor chosen for this task.

Lowest Price

OR

If the contractor was selected for reasons other than lowest price, note other best value factors considered:

Past Performance

Equipment Quality

Availability

Other

Solicited Contractors: Please provide names of all contractors contacted with bid opportunity

Printed Name & Signature of Selector: _____

Part III – HOURLY RATE SCHEDULE

Contractor Selected:

Selection:

Describe the reason for selecting the contractor chosen for this task.

Lowest Price

OR

If the contractor was selected for reasons other than lowest price, note other best value factors considered:

Past Performance

Equipment Quality

Availability

Comments:

All rates must correspond to the **current rates listed in Contractor's Job Order Contract**. No rate changes will be allowed without prior approval and submission of an Administrative Amendment. Rates are not subject to change in the first two years of the contract.

Printed Name & Signature of Selector: _____

Part IV – Award

- To be filled out by Requesting District/Division.
- Contractor should sign and return award form

JOB ORDER AWARD

VTrans hereby notifies that _____ is being awarded this Job Order
for the project of _____.

Start Date:

Completion Date:

Award Method:

Lump Sum: \$

Hourly Rate Schedule (see contract for rates)

Signature of Selector

Date

CONTRACTOR: I/we agree to complete the work described herein at the rates specified above (for lump sum) or by contracted hourly rate agreement as selected above. Start/completion dates will be adhered to if listed. Lump Sum items are paid as bid and not considered variable unless specified by an approved change order.

Signature of Contractor

Date

Part V—Evaluation

- To be filled out by VTrans representative **within 2 weeks of project completion.**
- Evaluation must be sent to contractor for review & comment once form is completed by VTrans.
- Contractor must sign evaluation and return to VTrans. **Signature of contractor is acknowledgement of receipt only, and in no way indicates agreement with the contents of the evaluation.**
- Completed evaluations should be saved to the following location: <Z:\Projects-Internal\JOC\Contractor Evaluations>

Project:

Rate the Contractor's performance on this job.

Outstanding

Acceptable

Poor

Unacceptable

Comments:

Signature of Evaluator

Date

Contractor: Please sign below and return to VTrans Project Manager. **Signature of contractor is acknowledgement of receipt only, and in no way indicates agreement with the contents of the evaluation.**

I acknowledge receipt of this evaluation for work performed under Job Order Contracting.

Contractor Signature

Date

Comments: