REQUEST FOR PROPOSALS
Hazardous Waste Spill Cleanup

DATE: October 14, 2014
PROPOSALS DUE BY: November 17, 2014
CONTRACTORS SELECTED NOT LATER THAN: December 22, 2014

PURCHASING AGENT: Tim Cropley
TELEPHONE: (802) 249-5346
E-MAIL: tim.cropley@state.vt.us
FAX: (802) 828-1011

PROPOSAL INSTRUCTIONS

All proposals must be addressed to the State of Vermont, AGENCY OF NATURAL RESOURCES, Department of Environmental Conservation, Waste Management and Prevention Division, 1 National Life Drive, Montpelier, VT 05620-3704.

All bidders are hereby notified that proposals must be in the office of the Vermont Department of Environmental Conservation, Waste Management and Prevention Division by the close of business (4:30pm) of the proposal due date (November 17, 2014). Bidders are cautioned that it is their responsibility to originate the sending of proposals in sufficient time to insure receipt by the Waste Management and Prevention Division by the proposal due date. Hand carried proposals shall be delivered to the Waste Management and Prevention Division office prior to the proposal due date. Proposals not in possession of the Waste Management and Prevention Division by the close of business of the proposal due date will not be considered.
STATE OF VERMONT
AGENCY OF NATURAL RESOURCES
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

AGENCY OF NATURAL RESOURCES
Department of Environmental Conservation
Waste Management and Prevention Division
1 National Life Drive
Montpelier, VT 05620-3704
FAX 802-828-1011
TEL 802-828-1138

COMPANY NAME ________________________________________________
STREET ADDRESS ________________________________________________
POSTAL ADDRESS ________________________________________________
CITY, STATE, ZIP _________________________________________________
COUNTRY _________________

This form must be completed and submitted as part of the response for the bid to be considered valid.

The undersigned has read, understood and accepted all provisions, terms and conditions of this proposal.

VERMONT TAX CERTIFICATE

To meet the requirements of Vermont Statute 32 V.S.A. § 3113, by law, no agency of the State may enter into, extend or renew any contract for the provision of goods, services or real estate space with any person unless such person first certifies, under the pains and penalties of perjury, that he or she is in good standing with the Department of Taxes. A person is in good standing if no taxes are due, if the liability for any taxes that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes, 32 V.S.A. § 3113. In signing this bid, the bidder certifies under the pains and penalties of perjury that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date this statement is made.

Delivery Offered _60___ Days After Notice of Award
Terms of Sale ______________________________
Quotation Valid for _30_ Days Date:________________________
Telephone Number: __________________ Fax Number: __________________________
Name of Company: __________________________
Federal Identification Number: _________________
E-mail address: __________________________
By: __________________________
Signature (Proposal Not Valid Unless Signed)
Name: __________________________ (Type or Print)
A. INTRODUCTION:

The State of Vermont Agency of Natural Resources Department of Environmental Conservation (VTDEC), requests formal written proposals and qualifications from spill cleanup contractors and consultants to supply environmental spill cleanup services, initial spill investigations, and hazardous waste disposal to the VTDEC at hazardous waste spills located throughout the State of Vermont.

B. CONTACT:

All communications concerning this Request For Proposals (RFP) are to be directed to the attention of

Stephanie Lanphear
Department of Environmental Conservation
Business Office
1 National Life Drive, Main 2
Montpelier, VT 05620-3520
E-mail: Stephanie.lanphear@state.vt.us

All questions and answers to these questions will be posted on the State of Vermont, Waste Management and Prevention Division web page.

C. GENERAL SPECIFICATIONS:

The VTDEC is requesting proposals for the performance of spill cleanup services and hazardous waste disposal in cases where the VTDEC is acting as the lead agency.

Since this Request for Proposals does not contain spill-specific information, which may affect the cost of service, proposals will be accepted on a time and materials basis. However, the actual final cost of service will be negotiated in the
final contract with the VTDEC. Please include with your proposal your markup for subcontractors and equipment (markup is not to exceed 10% or $1,000 where proof of payment has not been received). Note: markups for, regular site costs (such as utilities) and primary contractor services (such as telephone calls, copying, mailing costs, meals, digital scanning, lodging) will not be allowed under this contract.

The VTDEC anticipates signing contracts with up to four firms under the terms of this RFP. This will allow the VTDEC to select the most appropriate contractor for a specific job based upon cost, location, availability, and services provided under the terms of the contract. The contract limit will be up to $125,000 per contract, subject to available funding. Contract duration will be from January 1, 2015 to December 31, 2017. The VTDEC may extend the contract for two additional one year periods.

The VTDEC shall contact the contracted firms when state spill cleanup work is required at a spill/incident. Based upon previous experience, the VTDEC anticipates that each contractor shall perform from 10 to 50 spill cleanups in the contract period. However, it is possible that a contractor would conduct no state lead spill cleanups during the contract period (although this is very unlikely).

The contract form will be the State of Vermont Standard Contract for Personal Services, with attachments. Attachments C and D are customary State and WMPD contract provisions and are included in this package for your review. Please refrain from bidding if the contract and provisions are not acceptable to your firm or your subcontractors. The VTDEC will not negotiate changes in the contract or in these provisions.

The VTDEC reserves the right to solicit contractors for spill cleanup work through the normal competitive bid process in cases where it is deemed appropriate. Under no circumstances will a contractor working under contract in response to this RFP invoice greater than $100,000 for any one spill/incident. This is in accordance with Vermont State Environmental Contingency Law.

D. SCOPE OF SERVICES

In general, the contractor shall perform spill cleanup work in accordance with the current VTDEC procedures and at the direction of the VTDEC Spill Response Team Member directing cleanup work at a spill/incident. Details on specific spill response activities are described below:

Responding to Spill to Assess Work Needed

Site Specific Health and Safety Plan (HASP)

Performance of the spill response requires the contractor to prepare a site specific Health and Safety Plan (HASP) which complies with the requirements of 29 CFR 1910.120. This HASP may be prepared from a generic spill response HASP.

The spill and task specific HASP must comply with federal 29 CFR 1910.120 "Hazardous Waste Operations and Emergency Response" (HAZWOPER)
requirements. All contractor sub-contractors shall be covered by the HASP. The HASP, at a minimum, shall provide a well organized structure for the hazardous waste activities related to the hazardous of all spills, and the specifics of this spill, indicating: specific organizational roles and responsibilities; that each project team has sufficient technical resources and training to complete their tasks; definition of roles, and communication channels; and emergency response routes and procedures.

This HASP will cover hazards associated with documented contamination at the spill and will also be used in areas where unknown contaminants are expected to be encountered. It includes on-site monitoring by an environmental professional in contaminated areas, soil and groundwater screening levels, required type of personal protective equipment and action levels to determine when each type of protective equipment is to be used, and minimum worker training requirements. In all cases VOSHA worker safety requirements including 29CFR 1920.120 must be met and will be the responsibility of the spill response contractor.

Work Plan Development / Site Specific Cost Estimate

Once the emergency phase of the spill has been mitigated, spill cleanup activities require the preparation of a spill response mitigation plan and/or spill investigation work plan, which describes in detail the actions needed for additional cleanup and/or investigation. The activities performed during the investigation should be selected to achieve the goals stated below (see Phase II Spill Investigation). The work plan will be submitted to and approved by the Spill Program Spill Response Team Member of the WMPD prior to the start of additional work at the spill/incident scene.

Additional cleanup of the spill will require a work plan with an approach to the cleanup, a cost estimate, and a schedule to perform the work. The spill investigation work plan will include a cost estimate and schedule for the investigation. The work plan must be approved by the WMPD prior to the start of the investigation.

Phase II Spill Investigation

Once the surface spill cleanup and other time sensitive cleanup activities are complete, an investigation into the remaining contamination from the spill may need to be performed to determine the type of contaminant, the remaining source(s), degree and extent of contamination at the spill, and to evaluate risk to sensitive receptors (this is similar to a Site Investigation). The contractor shall be capable of, or have subcontractors available to, at a minimum, perform the following spill investigation activities:

- Site surveys (may include physical features, geological features, geophysical surveys, soil gas surveys);

- Site plan and location map preparation (including GPS location of the spill location [latitude/longitude, 5-meter accuracy]), surface and subsurface features, groundwater level contours, contaminant compound-specific isoconcentration contours, spill location specific geologic maps);
• Identification of actual and potential hazardous waste sources;

• Installation of monitoring wells, piezometers, test pits or other exploratory techniques for evaluation of the spill site (including direct-push technology);

• Collection and analysis of soil, soil vapor, sediment, water and air samples to determine type, degree, and extent of contamination. The contractor shall indicate their ability to perform low flow sampling;

• Determination of spill location specific geologic and hydrogeologic characteristics (including collection of core samples, soil characterization tests, vapor pump tests, aquifer pump tests, slug tests, geophysical surveys, fracture trace analysis);

• Determination of receptors impacted or threatened by contamination (including collection of air, soil and water samples from receptor locations);

• Determination of exposure to released contaminants (including indoor air vapor surveys, packer tests);

• Ability to provide field screening and field analytical services. Examples of techniques that may be required are photoionization detector, explosimeter, %O2-LEL meter, gas chromatograph, immunoassay, field laboratories, and detector tubes.

• Contractors will have their Standard Operating Procedures for sample collection made available to the State upon request.

At the State’s discretion, the site investigation may be turned over to the Responsible Party or a Site Investigation Contractor following the initial spill cleanup.

**Final Report**

The Final Report shall meet all of the requirements of the current VTDEC Investigation and Remediation of Contaminated Properties Procedures document [http://www.anr.state.vt.us/dec/wastediv/sms/pubs/IROCP.pdf](http://www.anr.state.vt.us/dec/wastediv/sms/pubs/IROCP.pdf) unless an alternate reporting format is approved by the VTDEC Project Manager. In cases where all of the contamination has been cleaned up during the initial spill response phase, the report will include a description of the cleanup process, paperwork on the disposal of the waste, confirmatory sample results, and pictures/maps showing exactly what work was performed. The following laboratory quality control data shall be included with each analytical test results report, or made available upon request:

• Sample collection, extraction (if applicable), and analysis dates; Compound-specific practical quantitation limits;

• For organics, the results of surrogate spikes and matrix spikes (reported as percent recoveries), and lab duplicates (reported as relative percent difference);

• For metals, the results spikes (reported as percent recoveries) and lab duplicates (reported as relative percent difference);
site investigation, and remediation.
  • Billing rate in dollars per hour

In addition, provide a resume for each member of your Project Team in an appendix to your proposal.

Note: All personnel who will be performing site work must meet the training requirements of 29 CFR 19 10.120 OSHA.

3. **Vermont Hazardous Spill Response Experience** - For each spill response, investigation or remediation worked on in Vermont please provide the number of projects performed by your firm as lead contractor. Include with your submittal, projects that you’ve worked on that required oversight by the VTDEC’s Spill Program over the past two years.

4. **“Fair Share” Goals** - The VTDEC has the following “fair share” procurement objectives for Minority Business Enterprise (MBE)/Womens’ Business Enterprise (WBE) and requires all contractors to try and meet the following objectives:

<table>
<thead>
<tr>
<th>Category</th>
<th>MBE</th>
<th>WBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>.05%</td>
<td>3.06%</td>
</tr>
<tr>
<td>Supplies</td>
<td>.56%</td>
<td>1.7%</td>
</tr>
<tr>
<td>Services</td>
<td>1.2%</td>
<td>3.8%</td>
</tr>
<tr>
<td>Equipment</td>
<td>2.7%</td>
<td>8.5%</td>
</tr>
</tbody>
</table>

Please include the percentage of the MBE/WBE goals that will be met.

5. **Other Costs** - Price list and billing rates for equipment rental, laboratory services and subcontractor markup. **Project Management services may not be subcontracted.**

For equipment, provide a table showing rates for all equipment you plan to make available under this contract, enter the daily and hourly rates for the following field equipment: vac trucks, spill boom, photoionization detector, explosimeter, oil/water interface probe, water level meter, pH meter, “trash” pump, 2” submersible pump, respirator and Level-B protective suit, and where this equipment is located.

Include a rate sheet for any other subcontractor services you are offering. Include with your proposal your markup for subcontractors and equipment (markup is not to exceed 10% or $1,000 where proof of payment has not been received). Note: markups for regular site costs (such as utilities) and primary contractor services (such as telephone calls, copying, mailing costs, meals, digital scanning, lodging) will not be allowed under this contract.

6. **Response Time** – Please include your firm’s response times to the following areas of the state; Burlington, St. Albans, Rutland, Bennington, Brattleboro, Springfield, White River Junction, St. Johnsbury, Newport. This should include response times for both incident assessment and actual mobilization to the scene with the appropriate resources to complete the response. Please include a description of specific spill response equipment available noted in #5 above and its location and where this equipment is located. This will be used to help the VTDEC choose the appropriate company to respond to a spill based on the specific needs of the incident.
7. **Response Scope Determination** – Describe how your firm determines how many people and what resources to mobilize to a particular spill. Describe how your firm manages the need to increase the number of responders and resources when required during the course of a particular spill response.

8. **Rates** – Provide your firm’s billing rates for personnel and equipment. Include overtime rates, equipment/material rates, and subcontractor markups. Rates cannot exceed the Vermont Petroleum Cleanup Fund (PCF) allowable billing rates and markups schedule.

9. **Proof of Insurance** - A proof-of-insurance form for the required insurance coverage (Workers Compensation, General Liability and Property Damage, Automotive Liability –see contract Attachment C for limits). In addition, a proof-of-insurance form for professional liability (errors and omissions) insurance coverage is also required (Limit -$1 million per occurrence $1 million aggregate). Insurance coverage must be in place by the contract start date.

10. **Proposals must be delivered electronically.** You must submit the proposal which should include the Vermont Tax Certificate (signed and scanned), project team resumes, equipment and contractor rate sheets, proof of insurance forms and any other documentation as a Portable Document Format (.pdf) files.

**G. CANDIDATE SELECTION CRITERIA**

All proposals will be judged by the following weighted criteria:

- **Completeness** - All proposals shall be evaluated for completeness. All proposal elements identified in Section F must be included. Incomplete proposals will not be evaluated. In the event an insufficient number of proposals are considered complete, bidders may be given extra time to submit addendums. In addition, the proposals shall be evaluated based on the quality of the electronic submittal. (10%)
- **Education and experience of the Project Team** (15%)
- **“Fair Share” Goals** (5%)
- **Cost** (25%)
- **Previous work completed under the supervision of the Spills Program** (25%)
- **Response times across the State and geographic location** (10%)
- **24/7 capability and having Emergency Response equipment available without the need to retain a subcontractor OR Your company is an Emergency Response contractor, owns Emergency Response equipment such as vac trucks, containment boom and boats for surface water releases, etc. and has 24/7 response capability.** (10%)

Based upon the results of the proposal evaluation, the VTDEC may conduct interviews to assist with the final selection of contractors. The VTDEC may also
negotiate certain costs to go into the contract. Up to four firms may be invited to sign contracts.

H. CONTRACTOR SELECTION SCHEDULE

Proposals are due in the VTDEC’s Waste Management Division by 4:30 p.m. on Monday November 17, 2014. All bids received by the closing date will be opened on Tuesday November 18, 2014 at 9:00 am at the VTDEC at 1 National Life Drive, Montpelier, Vermont, Waste Management and Prevention Division – Davis Building. The VTDEC’s goal is to invite the selected contractors to sign contracts by December 22, 2014. The contract period will begin on January 1, 2015.

I. QUESTION AND ANSWER PERIOD

Any contractor requiring clarification of any section of this Request for Proposal or wishing to provide comments must direct such questions or comments by email to Stephanie Lanphear (Stephanie.lanphear@state.vt.us) or sent through the mail to: Department of Environmental Conservation, Waste Management and Prevention Division, 1 National Life Drive, Davis 1, Montpelier, VT 05620-3704. All questions or comments received prior to Monday, November 2, 2014 will be posted on the VT DEC web site http://www.anr.state.vt.us/dec/wastediv/SMS/RFP.htm

Part of the submittal evaluation process is an assessment of the proponent’s ability to deliver products that comply with written requests. No submittals, corrections or amendments will be accepted after the final closing date of November 17, 2014.
ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS

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

2. **Applicable Law:** This Agreement will be governed by the laws of the State of
   Vermont.

3. **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor,
   Grantee or Subrecipient, with whom the State of Vermont is executing this
   Agreement and consistent with the form of the Agreement.

4. **Appropriations:** If this Agreement extends into more than one fiscal year of the
   State (July 1 to June 30), and if appropriations are insufficient to support this
   Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the
   expiration of existing appropriation authority. In the case that this Agreement is a
   Grant that is funded in whole or in part by federal funds, and in the event federal
   funds become unavailable or reduced, the State may suspend or cancel this Grant
   immediately, and the State shall have no obligation to pay Subrecipient from State
   revenues.

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

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

   The Party shall defend the State and its officers and employees against all claims or
   suits arising in whole or in part from any act or omission of the Party or of any agent
   of the Party. The State shall notify the Party in the event of any such claim or suit,
   and the Party shall immediately retain counsel and otherwise provide a complete
   defense against the entire claim or suit.

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

   The Party shall indemnify the State and its officers and employees in the event that
   the State, its officers or employees become legally obligated to pay any damages or
   losses arising from any act or omission of the Party.
7. **Insurance**: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party’s operations. These are solely minimums that have been established to protect the interests of the State.

   **Workers Compensation**: With respect to all operations performed, the Party shall carry workers’ compensation insurance in accordance with the laws of the State of Vermont.

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

   - Premises - Operations
   - Products and Completed Operations
   - Personal Injury Liability
   - Contractual Liability

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

- $1,000,000 Per Occurrence
- $1,000,000 General Aggregate
- $1,000,000 Products/Completed Operations Aggregate
- $50,000 Fire/ Legal/Liability

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

   **Automotive Liability**: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than:

   - $1,000,000 combined single limit.

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

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

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

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

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

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

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

13. Taxes Due to the State:

   a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

   b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

   c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

   d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken
and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

15. **Sub-Agreements**: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

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

17. **Copies**: All written reports prepared under this Agreement will be printed using both sides of the paper.

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

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

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

(End of Standard Provisions)