SEALED BID

REQUEST FOR PROPOSAL

3D Laser Scanners & Training

ISSUE DATE: 23 June 2016

BIDDERS’ CONFERENCE: N/A

QUESTIONS DUE BY: N/A

DUE DATE and TIME: 15 July 2016 @ 3:00 p.m.

LOCATION OF BID OPENING: 45 State Drive, Waterbury, VT

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

http://www.vermontbusinessregistry.com/

THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK http://www.vermontbusinessregistry.com/ FOR ANY AND ALL NOTIFICATIONS, RELEASES AND AMENDMENTS ASSOCIATED WITH THE RFP.

PURCHASING AGENT: Alastair Gee
TELEPHONE: (802) 241-5389
E-MAIL: alastair.gee@vermont.gov
FAX: (802) 241-5553
1. **OVERVIEW:**

1.1. **SCOPE AND BACKGROUND:** The Department of Public Safety is seeking to establish a service agreement with one or more companies that can provide 3D Laser Scanners, training and support for crash investigation conducted through the Vermont State Police.

1.2. **CONTRACT PERIOD:** Contracts arising from this request for proposal will be for a period of **24 months**, with the option to extend two 1 year periods. Proposed start date will be **1 August 2016**.

1.3. **CONTRACT VALUE/QUANTITY:** N/A.

1.4. **SINGLE POINT OF CONTACT:** All communications concerning this Request For Proposal (RFP) are to be addressed in writing to the attention of Alastair Gee, Purchasing Agent, Dept. of Public Safety, Purchasing & Contracting Office, 45 State Drive, Waterbury, VT, 05671-1300. Alastair Gee, Purchasing Agent is the sole contact for this proposal. Actual contact with any other party or attempts by bidders to contact any other party could result in the rejection of their proposal.

1.5. **INSTRUCTIONS FOR BIDDERS:** see sections 5 and 6.

2. **DETAILED REQUIREMENTS:**

2.1. The Vermont State Police (VSP) is in need of a vendor to provide the State two (2) 3D Laser Scanners, software, training and support to document and survey vehicle accidents.

2.2. The bid should contain at a minimum equipment, training and maintenance/support in the following areas:

**Laser Scanner 3D for vehicle crash investigation (x2 items)**

Specifications of unit

- Power supply voltage: 19V (external supply)
- 14.4V (internal battery)
- Power consumption: 40W and 80W
- (while battery charges)
- Battery life: 4.5 hours
- Ambient temperature: 5° - 40°C
- Humidity: Non-condensing

**Ranging unit**

- Unambiguity interval: By 122 till 488 Kpts/sec at 614m; by 976 Kpts/sec at 307m
- Range: 0.6m - 330m indoor or outdoor with upright incidence to a 90% reflective surface
- Measurement speed (pts/sec): 122,000 / 244,000 / 488,000 / 976,000
- Ranging error1: ±2mm

**Color unit**

- Resolution: Up to 170 megapixel color
- HDR: High Dynamic Range (HDR) photo recording, 3x / 5x
- Parallax: Co-axial design

**Deflection unit**

- Field of view (vertical/horizontal): 300°4 / 360°
- Step size (vertical/horizontal): 0.009° (40,960 3D-Pixel on 360°) / 0,009° (40,960 3D-Pixel on 360°)
- Max. vertical scan speed: 5.820rpm or 97Hz

**Laser (optical transmitter)**

- Laser class: Laser class 1
- Wavelength: 1550nm
- Beam divergence: Typical 0.19mrad (0.011°) (1/e, halfangle)
- Beam diameter at exit: Typical 2.25mm (1/e)

**Data handling and control**
Data storage: SD, SDHC™, SDXC™; 32GB card included
Scanner control: Via touchscreen display and WLAN
WLAN access: Remote control, scan visualisation are possible on mobile devices with Flash® and HTML5

**Multi-Sensor**
- Dual axis compensator: Levels each scan: Accuracy 0.015°; Range ± 5°
- Height sensor: Via an electronic barometer the height relative to a fixed point can be detected and added to a scan.
- Compass: The electronic compass gives the scan an orientation. A calibration feature is included.
- GPS: Integrated GPS receiver
  - 1 Ranging error is defined as a systematic measurement error at around 10m and 25m, one sigma.
  - Improved compensation available for dedicated mounting (fee-based service).
  - 2 Ranging noise is defined as a standard deviation of values about the best-fit plane for measurement speed of 122,000 points/sec.
  - 3 A noise-compression algorithm may be activated thereby compressing raw data noise by a factor of 2 or 4.
  - 4 2x150° Homogenous point spacing is not guaranteed.
  - 5 Ferromagnetic objects can disturb the earth magnetic field and lead to inaccurate measurements. Subject to change without prior notice.
- Cable connector: Located in scanner mount
- Maintenance / calibration: Annual

Package to include: GPS, compass, altimeter (barometer), dual-axis compensator and WLAN, 1 Year Standard Warranty, 1 battery, 1 32GB SD Card, 1 SD Card Reader, 1 SD card cover, 1 Power Dock, 1 Quick Charge Power Supply, 1 Car Power Supply, 1 Rugged Transport Case with Wheels, 1 Ruggedized Protection and Transport Cover (in aluminum), 1 Panorama Quick Release, 1 Optical Cleaning Set, 1 SCENE Version 5.N Software License, 1-Year Maintenance Contract for SCENE Software and training.

**Scene Software (x2 items)**

Scene Software license to process 3D laser scanners. Includes 1 year of software maintenance.

**Power supply for Laser Scanner 3D (x2 items)**

Power battery for laser Scanner

**Tripod for 3D scanner (x2 items)**

High-level carbon fiber tripod for 3D scanner

**200MM Target W/Tripod mount kit (x2 items)**

Package to include target spheres along with tripods and other accessories. Spheres are to be protected externally. 6 pack of 200mm target spheres with magnetic bases and individual cotton storage/handling bags, and 6 ¼-20 camera tripod mount plates. Plus tripods and accessories that provide most of the standard mounting options for use in the field. Includes are 6 camera tripods, 3 small flexible tripods, 3 traffic cone adapters, and a dozen 2” fender washers.
Scene Extension Forensic software (x2 items)
Extension that have additional features for forensic applications

Scene Video Application (x2 items)
Scene video application to create animated videos from scan data

Crash reconstruction software (x6 items)
Crash reconstruction software. 64-bit, advanced point cloud data management

Virtual Dongle License (x12 items)
Allows additional use to install the software on their own computer and share access to the full license

Equation processes – POS (x1 item)
Contains most/every formula or equation in the field of crash reconstruction

TRAINING:
Laser Scanner Training – (x2 items)
Course for two (2) trainees at an approved training facility that discusses LS operation, setup, and basic measurements of scanner

Laser Scanner Training – OnSite (x1 item)
Training to a customer site course for up to four (4) people

Reality Virtual Training – 4 Day (x18 items)
4 Day training course hosted on-line

3. GENERAL REQUIREMENTS:

3.1. PRICING: Any and all costs that you wish the state to consider must be submitted for consideration. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, oiled, and ready for immediate use, unless otherwise requested by the purchasing agency.

3.2. PROFESSIONAL LIABILITY INSURANCE: In addition to the State’s standard insurance requirements stated in Attachment C, Section 7 (attached to this RFP), the vendor must agree to carry professional liability insurance coverage in an amount not less than $1 million per occurrence/$1 million aggregate, annotated on the Certificate of Insurance.
3.3. **WORKER’S COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT:** The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding $250,000.00, requires bidders comply with the following provisions and requirements.

- (a) (1) Bidder is required to self report detailed information including 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 requested by the applicable agency. The bidder is required to report information on any violations that occurred in the previous 12 months.

- (a) (2) Bidder is required to provide a list of subcontractors on the job along with lists of subcontractor’s subcontractors and by whom those subcontractors are insured for workers’ compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor’s providing supplies only and no labor to the overall contract or project.

In order for a bidder’s response to be considered valid bidders must complete and submit the following two (2) forms at time of bid:

- Self Reporting
- Subcontractor Reporting

3.4. **ECONOMETRIC MODELING:** The Department of Buildings and General Services in accordance with Act 112 of the Acts of 2012, “An act relating to evaluating net costs of government purchasing,” requires the Secretary of Administration and the legislative economist to design and implement a pilot project to help measure the net fiscal impact to the state of certain identified purchases. In order to accomplish this goal, we are seeking data on contracts for goods and services to support the econometric evaluation. Questions have been identified that may assist the state in the data collection process which will ultimately be used for Econometric Modeling.

For bid amounts exceeding $100,000.00 bidders are required to complete and submit the Econometric Modeling Questionnaire included as part of this RFP at time of bid.

3.5. **METHOD OF ORDERING:** Purchase orders must be used to order items available under this contract. If verbal orders are given a confirming purchase order must be issued.

3.6. **INVOICING:** All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent.

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

3.8. **METHOD OF AWARD:** Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time during the first year of the contract if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given to resident bidders of the state and/or to products raised or manufactured in the state.
3.8.1. Evaluation Criteria:

<table>
<thead>
<tr>
<th>Evaluation Factors</th>
<th>Total Points for This Criterion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Experience, Staffing, and References</td>
<td>60</td>
</tr>
<tr>
<td>Small, woman, disabled, minority or veteran owned business</td>
<td>5</td>
</tr>
<tr>
<td>Cost Justification</td>
<td>35</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100 points</strong></td>
</tr>
</tbody>
</table>

3.9. **CONFIDENTIALITY**: The successful response will become part of the contract file and will become a matter of public record, as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.

3.10. **CONTRACT TERMS**: The selected vendors will sign a contract with the State to provide the items named in their responses, at the prices listed. Minimum support levels, terms, and conditions from this RFP, and the vendor’s response will become part of the contract. This contract will be subject to review throughout its term. The State will consider cancellation upon discovery that a vendor is in violation of any portion of the agreement, including an inability by the vendor to provide the products, support, and/or service offered in their response.

3.11. **DEFAULT**: In case of default of the contractor, the State may procure the materials or supplies from other sources and hold the contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.

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

3.13. **TAXES**: Most state purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.

3.14. **ORDER OF PRECEDENCE**: The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the vendor’s response and any amendments.
3.15. **SPECIFICATION CHANGE:** Any changes or variations in the specifications must be received in writing from the Office of Purchasing & Contracting. Verbal instructions or written instructions from any other source are not to be considered.

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

3.17. **NON COLLUSION:** The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.

4. **VENDOR RESPONSE CONTENT AND FORMAT:** The content and format requirements listed below are the minimum required for our evaluation. They are not intended to limit the content of the proposals; vendors may include additional information or offer alternative solutions which may be considered.

   4.1. **NUMBER OF COPIES:** Submit one original bid, and two copies.

   4.2. **BACKGROUND AND EXPERIENCE.** Provide a full description of the experience you have had in supplying catering services.

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

   4.4. **REPORTING REQUIREMENTS:** Provide a sample of your current reporting document.

   4.5. **PRICING:** Identify your pricing schedule.

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

   4.7. **WORKERS’ COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT; SELF REPORTING:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

   4.8. **WORKERS’ COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT; SUBCONTRACTOR REPORTING:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

   4.9. **OFFSHORE OUTSOURCING QUESTIONNAIRE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

   4.10. **ECONOMETRIC MODELING QUESTIONNAIRE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

5. **SUBMISSION INSTRUCTIONS:**

   5.1. **CLOSING DATE:** The closing date for the receipt of proposals is **15 July 2016 @ 3:00 p.m. (E.S.T.).**

   5.2. The bid opening will be held at 45 State Drive, Waterbury, VT and is open to the public.

   5.3. **SEALED BID INSTRUCTIONS:** All bids must be sealed and must be addressed to the Dept. of Public Safety, Contracting Office, Attn: Alastair Gee, 45 State Drive, Waterbury, VT 05671-1300. BID ENVELOPES MUST BE CLEARLY MARKED ‘SEALED BID’ AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.

      5.3.1. All bidders are hereby notified that sealed bids must be received and time stamped by the Dept. of Public Safety, 45 State Drive, Waterbury, VT 05671-1300 by the time of the bid opening. Bids not in possession of the Purchasing & Contracting Office at the time of the bid opening will be returned to the vendor, and will not be considered.
5.3.2. The Purchasing & Contracting Office may, for cause, change the date and/or time of bid openings or issue an addendum. If a change is made, the State will make a reasonable effort to inform all bidders by posting at: http://www.vermontbusinessregistry.com/.

5.3.3. All bids will be publically opened. Typically, the Purchasing & Contracting Office will open the bid, read the name and address of the bidder, and read the bid amount. However, the Purchasing & Contracting Office reserves the right to limit the information disclosed at the bid opening to the name and address of the bidder when, in its sole discretion, the Purchasing & Contracting Office determines that the nature, type, or size of the bid is such that the Purchasing & Contracting Office cannot immediately (at the opening) determine that the bids are in compliance with the RFP. As such, there will be cases in which the bid amount will not be read at the bid opening. Bid openings are open to members of the public. Bid results are a public record however, the bid results are exempt from disclosure to the public until the award has been made and the contract is executed.

5.4. DELIVERY METHODS:

5.4.1. U.S. MAIL: Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received and time stamped by the Purchasing & Contracting Office prior to the time of the bid opening.

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

5.4.3. HAND DELIVERY: Hand carried bids shall be delivered to a representative of the Division prior to the bid opening.

5.4.4. ELECTRONIC: Electronic bids will not be accepted.

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

6. ATTACHMENTS:


6.2. Certificate of Compliance

6.3. Workers’ Compensation; State Contracts Compliance Requirement; Self Reporting

6.4. Workers’ Compensation; State Contracts Compliance Requirement; Subcontractor Reporting

6.5. Offshore Outsourcing Questionnaire

6.6. Econometric Modeling Questionnaire
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 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.

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

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

22. **Conflict of Interest**: Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

   (End of Standard Provisions)
CERTIFICATE OF COMPLIANCE

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

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

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

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

TERMS OF SALE: The undersigned agrees to furnish the products or services listed at the prices quoted. The Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices, however such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

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

Insurance Certificate(s): Attached ____________ Will provide upon notification of award ____________

Delivery Offered: ______ days after notice of award Terms of Sale: __________________________ (If Discount)

Quotation Valid for: ______ days Date: __________

Name of Company: __________________________ Contact Name: __________________________

Address: __________________________________ Fax Number: __________________________

_________________________________________ E-mail: __________________________

By: _____________________________________ Name: __________________________

Signature (Bid Not Valid Unless Signed) (Type or Print)

All returned quotes and related documents must be identified with our request for quote number.
WORKERS’ COMPENSATION; STATE CONTRACTS 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 Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 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 relative to coding and classification for worker’s compensation. The state is requiring information on any violations that occurred in the previous 12 months.

<table>
<thead>
<tr>
<th>Summary of Detailed Information</th>
<th>Date of Notification</th>
<th>Outcome</th>
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WORKERS’ COMPENSATION STATE CONTRACTS COMPLIANCE REQUIREMENT: Bidder hereby certifies that the company/individual is in compliance with the requirements as detailed in Act 54, Section 32 of the Acts of 2009.

Date: __________

Name of Company: ___________________________ Contact Name: ___________________________

Address: ____________________________________ Title: ______________________________________

____________________________________________ Phone Number: ___________________________

E-mail: _____________________________________ Fax Number: ___________________________

By: _________________________________________ Name: ____________________________________

Signature (Bid Not Valid Unless Signed)* (Type or Print)

*Form must be signed by individual authorized to sign on the bidder’s behalf.
This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding $250,000.00 requires bidders to comply with the following provisions and requirements.

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

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>Insured By</th>
<th>Subcontractor’s Sub</th>
<th>Insured By</th>
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Date: __________

Name of Company: ___________________________  Contact Name: ___________________________

Address: ___________________________

______________________________

______________________________

E-mail: ___________________________  Fax Number: ___________________________

By: ___________________________

Signature (Bid Not Valid Unless Signed)*  Name: ___________________________

(Type or Print)

*Form must be signed by individual authorized to sign on the bidder’s behalf.
Offshore Outsourcing Questionnaire

Vendors must indicate whether or not any services are or will be performed in a country other than the United States. Indicate N/A if not applicable.

**Services:**

<table>
<thead>
<tr>
<th>Proposed Service to be Outsourced</th>
<th>Bid Total</th>
<th>Offshore Dollars</th>
<th>Represents what % of total Contract Dollars</th>
<th>Outsourced Work Location (Country)</th>
<th>Subcontractor</th>
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If any or all of the services are or will be outsourced offshore, Vendors are required to provide a cost estimate of what the cost would be to provide the same services onshore and/or in Vermont.

<table>
<thead>
<tr>
<th>Proposed Service to be Outsourced</th>
<th>Bid Total if provided Onshore</th>
<th>Bid Total if provided in Vermont</th>
<th>Cost Impact</th>
<th>Onshore Work Location</th>
<th>Subcontractor</th>
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Name of Bidder: __________________________ Signature of Bidder: __________________________ Date: __________________________
Econometric Modeling Questionnaire

For bid amounts exceeding $100,000.00 bidders are required to respond to the questions identified below.

Act 112 of the Acts of 2012, “An act relating to evaluating net costs of government purchasing,” requires the Secretary of Administration and the legislative economist to design and implement a pilot project to help measure the net fiscal impact to the state of certain identified purchases. In order to accomplish this goal, we are seeking data on contracts for goods and services to support the econometric evaluation.

Questions have been identified that may assist the state in the data collection process which will ultimately be used for Econometric Modeling. Indicate N/A if not applicable.

1. Vermont-based company?
   Yes: ________  No: ________

2. Describe your company’s presence in Vermont:
   Description: ________________________________________________________________
   ________________________________________________________________

3. Indicate number of employees residing in Vermont: ____________

4. Indicate percentage (%) of employees residing in Vermont: ___________(%)

5. Indicate Vermont payroll for most recent fiscal year: $ _____________

6. Indicate percent (%) of total payroll in Vermont: _______%

When responding to questions 7 and 8, please indicate: Yes, No, or Not known at time of bid.

7. If Out-of-State Vendor (see Question 1), do you expect to use Vermont subcontractors to fulfill any portion of the Contract? Or, will Vermont be the source of any portion of goods sold? ______

8. If Vermont Vendor (see Question 1), will out-of-state subcontractors or goods sourced outside of Vermont be used to fulfill any portion of the contract? ________________

Name of Bidder: ________________________________

Signature of Bidder: ________________________________

Date: ________________________________