

Request for Quote (RFQ)

Labor and Materials

for

Playground Installation

at

**Boulder Beach State Park
Groton, Vermont**

December 2012

State of Vermont
Vermont Agency of Natural Resources
Department of Forests, Parks and Recreation (FPR)
5 Perry Street, Suite 20
Barre, VT 05641-4265

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

Qualified professionals are invited to bid on the installation of playground and surfacing, to include labor and materials at Boulder Beach State Park in Groton, Vermont.

Sealed Bids will be received by the Department of Forests, Parks and Recreation until 3:00 PM EST, Friday December 21, 2012 at the following address;

State of Vermont
Vermont Agency of Natural Resources
Department of Forests, Parks and Recreation (FPR)
5 Perry Street, Suite 20
Barre, VT 05641-4265

Please note **Boulder Beach Playground** on the outside of the proposal envelope. Faxed or e-mailed proposals will not be accepted.

Attached with this invitation are the project documents.

A non-mandatory pre-proposal informational meeting will be held on December 11, 2012 beginning at 9:00 AM EST. The meeting will take place at the day use area accessed through the Boulder Beach State Park entrance located at 2278 Boulder Beach Rd, Groton, Vermont. From Groton: Go 2 mi. W on U.S. 302, then 6 mi. NW on VT 232, then 2 mi. E on Boulder Beach Rd. For GPS **N44° 16.750' W72° 15.642'** The area remains open to and accessible by foot travel.

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

Your attention is directed to Attachment D: Additional Terms and Conditions for New Construction and the exceptions detailed within Sample Contract

Questions concerning this Request for Quote should be directed to the Project Manager who will be Nick Caputo, Parks Regional Ranger Supervisor, and may be contacted at 802-777-0539.

Sincerely,
MICHAEL C. SNYDER
COMMISSIONER

INSTRUCTIONS FOR FIRMS SUBMITTING QUOTES

1. Read all provided materials carefully.
2. Complete all items on proposal form.
3. Provide additional information pertaining to the selection criteria for the Selection Committee's evaluation as you deem appropriate and as may be requested by this RFQ.
4. Submission requirements:
 - a) Submit one (1) hard copy of BID PROPOSAL in a sealed envelope (mark envelope **"Boulder Beach Playground"** by 3:00 PM EST, Friday December 21, 2012 to the State of Vermont, Vermont Agency of Natural Resources, Department of Forests, Parks and Recreation (FPR), 5 Perry Street, Suite 20, Barre, VT 05641-4265

REMEMBER TO INCLUDE ALL REQUIRED ATTACHMENTS.

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

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

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

**BID PROPOSAL
Labor and Materials
Playground Installation
Boulder Beach State Park, Poultney, Vermont**

TO: STATE OF VERMONT
Vermont Agency of Natural Resources
Department of Forests, Parks and Recreation (FPR)
5 Perry Street, Suite 20
Barre, VT 05641-4265

DATE: _____

Ladies and Gentlemen:

The undersigned proposes to provide the installation, to include all labor and materials necessary, of playground at Boulder Beach State Park. These services shall be provided in accordance with the requirements of this Request for Proposal and its attachments prepared by the Department of Forests, Parks and Recreation, dated December 2012.

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

MAXIMUM LIMITING AMOUNT:

(Written)
(\$ _____)
(Figures)

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

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

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

The undersigned further agrees:

1. To hold their bid open for sixty (60) days after this day of Bid Opening.
2. To accept the provisions of the "Instructions to Bidders."
3. To enter into and execute a contract, if awarded on the basis of this proposal within thirty (30) calendar days of notification of award.
4. To accomplish the work in accordance with the Bid Documents.
5. To complete the work in accordance with the specified schedule.
6. The amount of compensation paid to the undersigned for extra work and change orders in one of the following manners as directed by the Owner.
 - A. A price agreed upon between the Owner and the Contractor.
 - B. A price determined by adding 15% for overhead and profit to the total direct cost of any extra work.

The undersigned has attached:

1. **The Itemized price list (included at end of this bid proposal)**
2. Resume of similar projects
3. Timeline of project construction
4. Illustration of proposed playground and specifications for elements that deviate from specified models.

The undersigned acknowledges receipt of the following Addenda:

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Corporate Seal
(If Bidder is
a Corporation)

FIRM NAME: _____

ADDRESS: _____

STATE OF CORPORATION: _____

SIGNATURE: _____

PRINT OR TYPE NAME: _____

TITLE: _____

TELEPHONE NO.: _____

E-MAIL ADDRESS: _____

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

Specification sheets must be submitted with the bid. Unless otherwise indicated these are minimum specifications as referenced on the referenced company's website and literature.
 * Check Box indicating if bidding Specified Product or Alternate Product. All exceptions must be noted and detailed specifications attached.

Quan.	Item Number	Manufacturer and Description	Bidding this Product	Bidding Alternate Product *	Price
1	733002NI	Miracle Toddlers Choice Model 2 Natural In-ground (Big Timber Color Theme) Includes 4 decks, 2 slides ("L" and Ski or Mogul), 1 Rock Climber and 5 Panels (2 Bubble, Flat Window, Flat Mirror and Travel)	<input type="checkbox"/>	<input type="checkbox"/>	
1	144U604	HAGS Agito Igloo (Blue/Yellow) Fitness Based Play System. (DELETE GLIDER ELEMENT) Includes O-Link, Origo, Punch, Rungs, Sail, Slope, Steep, Tornado Trunk and Weblink.	<input type="checkbox"/>	<input type="checkbox"/>	
1	446MA	Miracle ADA X-Cavator Steel and Cast Aluminum hand operated Sand Digger	<input type="checkbox"/>	<input type="checkbox"/>	
1	446MS	Miracle Seated X-Cavator Steel and Cast Aluminum hand operated Sand Digger	<input type="checkbox"/>	<input type="checkbox"/>	
1	960J	Miracle "C" Spring Rider (Lucky the Lady Bug)	<input type="checkbox"/>	<input type="checkbox"/>	
1	961J	Miracle "C" Spring Rider (Buzzy the Bumblebee)	<input type="checkbox"/>	<input type="checkbox"/>	
1	N/A	All Equipment and Materials Delivered and installed at Boulder Beach Day Use Area			
1	N/A	ADA Accessible engineered wood fiber playground surfacing to include 33.3% compaction allowance, single layer geotextile weed barrier fabric, drain strips (Except for X-cavators)	<input type="checkbox"/>	<input type="checkbox"/>	
1	N/A	Complete set of manuals including parts manual and service manual to be included. Factory to send this literature with shipment of equipment			
1	N/A	Warranty to be stated in bid form specifications, minimum 5 year on parts & labor, including one service call without mileage charge within the warranty period.			
1	N/A	2 hours of on-site training by Installer of preventative maintenance training for the playground with division employees.			

END OF PROPOSAL

SCOPE OF SERVICES (Attachment A of Contract)

General

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

Scope of work also includes provisions of Attachment D – Additional Terms and Conditions for New Construction which is attached to and considered part of this RFQ with the following exceptions:

1. **Plan Security Certification:** Is deleted in its entirety. This project does not meet the criteria to be exempt from public inspection and copying in accordance with 1 V.S.A. §317(c)(32).
3. **Payments:** Is deleted and payments shall be in accordance with the provisions in Attachment B.
17. **Prevailing Wage Rate Requirements:** (29 V.S.A. §161 (2) (b) (c) (d)): The requirements of this section do not apply to this project as noted within 29 V.S.A. §161 (2) (d).
19. **Fall Protection:** Delete the submittal requirements of this section.
21. **Compliance with Davis-Bacon:** Is deleted in its entirety. This project is not subject to these requirements.

Within the following sections, Delete “Department of Buildings and General Services” or “BGS” and insert “Department of Forests and Parks: or “FPR”.

7. **Amendments:**
14. **Employment of Women and Minorities:**
15. **Minority and Women Business Enterprises (M/WBE):**
20. **Worker’s Compensation; State Contracts Compliance Requirements:**

Playground installation-

The Contractor shall;

- Supply all supervision, labor, materials and equipment for complete installation.
- Complete installation of play equipment and surfacing material as per specifications.
- Ensure installation and materials shall meet all Playground Safety Institute and Consumer Product Safety Commission and ADA Standards where applicable.
- All playground equipment shall be installed per manufacturer’s specifications.
- Provide all site clean-up following installation.
- Establish finish grade at same level as adjacent access walkway existing on site.
- Provide State with information on depth of excavation required by **February 1, 2013.**
- Provide State a layout and stake limits of excavation for the State by **April 15, 2013.**

- Complete installation and turn over to State for public use by **May 24, 2013**.

The State Shall;

- Obtain all necessary construction and environmental permits.
- Indicate Playground placement location and orientation.
- Prepare site including excavation and drainage to bottom of play surfacing as indicated by the contractor.
- Complete site preparation and turn over to contractor for playground installation by **May 1, 2013**.

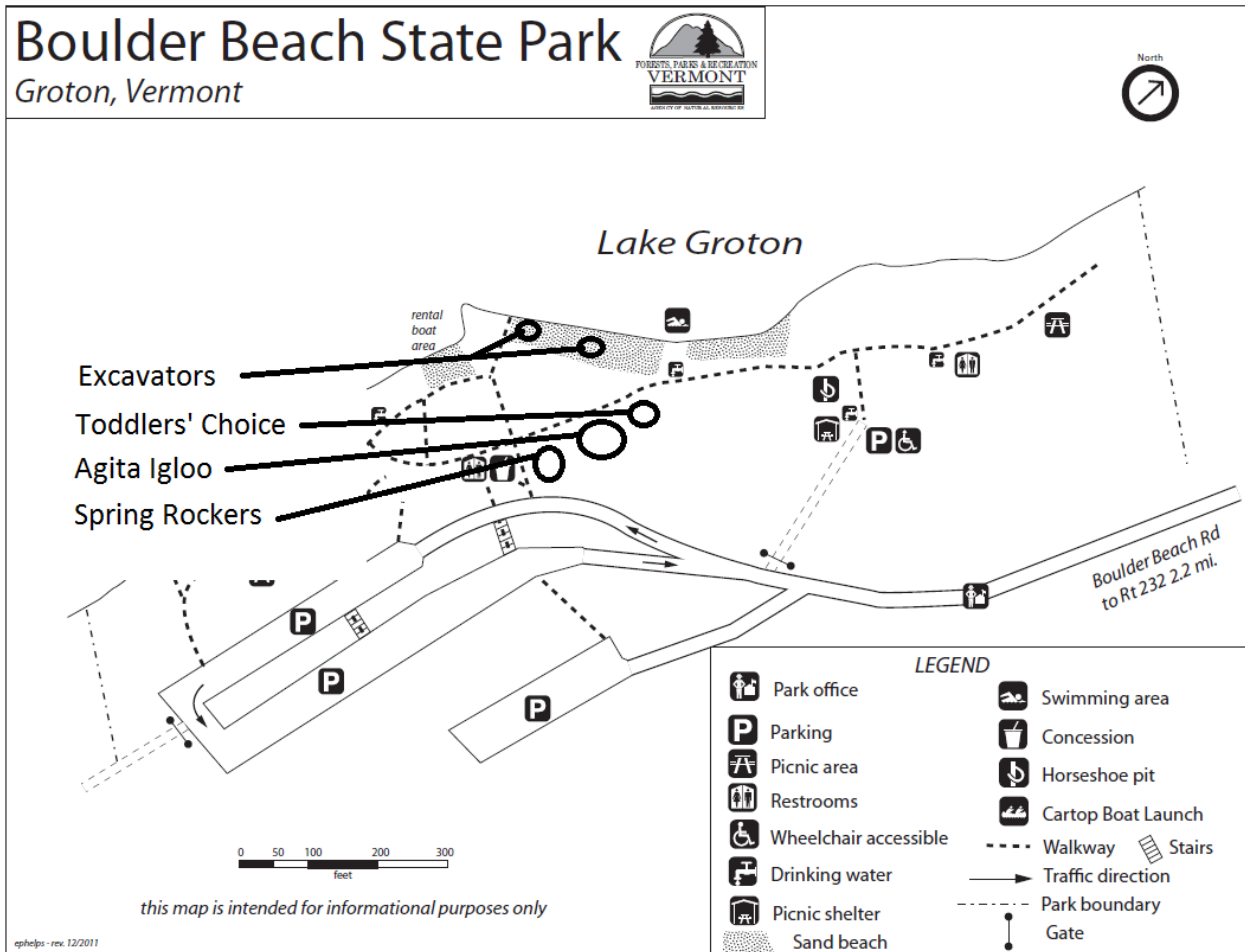
Design :

The State has chosen playground that meets the program requirements.

The play equipment shall be from the designated manufacturer or approved equivalent.

Specifications for materials and finish shall meet or exceed that which is advertised by the selected Manufacturers published advertising and specifications

PROJECT LOCATION WITHIN PARK – Locations are general to illustrate jobsite access and will need to be specifically sighted on the ground.



SCHEDULE

- Proposals shall be investigated and contract awarded as soon as feasible.
- Establish finish grade at same level as adjacent access walkway existing on site.
- Provide State with information on depth of excavation required by **February 1, 2013**.
- Provide state a layout and stake limits of excavation for the State by **April 15, 2013**.
- Complete installation and turn over to State for public use by **May 24, 2013**.

PAYMENT STRUCTURE

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

SELECTION PROCESS and BASIS OF AWARD

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

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

If a product other than the manufacturer and model specified is bid, a committee of staff from FPR including Maintenance Staff and at least one National Playground Safety Institute certified playground inspector will review all proposals to determine which one is most advantageous to the State. Evaluation will be based on the following criteria:

Evaluation Criteria

1. Bid package total price
2. Components meet or exceed the minimum requirements as compared with the stated standard including materials, durability, dimensions and quality of play experience.
3. Ability to complete project within required time frame.
4. Demonstrated similar projects with satisfactory completion.
5. Completeness of requirements of RFQ.



SFA - STANDARD CONTRACT

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

9. Order of Precedence: Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment D (Additional Terms and Conditions for New Construction)**
- (4) Attachment A
- (5) List other attachments in order of precedence**
- (6) Attachment B

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

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

The Contractor agrees to complete the project described below in accordance with specifications and conditions set forth herein,

1. Project Location: **ADDRESS**, Vermont.
2. Project Description: Contractor to provide **PROJECT DESCRIPTION AND LOCATION**, and in accordance with this and Attachments B, C, D **and (cont.)**, and as directed by the Department of Forests, Parks and Recreation.

Attachment D: Additional Terms and Conditions for New Construction is modified as follows

1. **Plan Security Certification:** Is deleted in its entirety. This project does not meet the criteria to be exempt from public inspection and copying in accordance with 1 V.S.A. §317(c)(32).
3. **Payments:** Is deleted and payments shall be in accordance with the provisions in Attachment B.
17. **Prevailing Wage Rate Requirements:** (29 V.S.A. §161 (2) (b) (c) (d)): The requirements of this section do not apply to this project as noted within 29 V.S.A. §161 (2) (d).
19. **Fall Protection:** Delete the submittal requirements of this section.
21. **Compliance with Davis-Bacon:** Is deleted in its entirety. This project is not subject to these requirements.

Within the following sections, Delete “Department of Buildings and General Services” or “BGS” and insert “Department of Forests and Parks: or “FPR” :

7. **Amendments:**
14. **Employment of Women and Minorities:**
15. **Minority and Women Business Enterprises (M/WBE):**
20. **Worker’s Compensation; State Contracts Compliance Requirements:**

3. The work on the project shall begin on **Date** and shall be completed by **Date**.

DETAILED SCOPE OF WORK WILL BE ATTACHED HERE INCLUDING RELEVANT MATERIAL FROM THE BID PACKAGE.

**ATTACHMENT B
PAYMENT PROVISIONS & BUDGET**

The State shall pay contractor as follows:

1. Upon completion and acceptance of the work by the state the contractor shall submit invoices no more frequently than once per month, detailing the work performed and charges for amount(s) not to exceed \$ **CONTRACT AMOUNT** in accordance with the following rate schedule. (*type in rate schedule below or use the following alternate language*) in accordance with the rates on the payment schedule incorporated in this contract as Attachment (D,E, or F).

OR

1. Upon completion of and acceptance of the work by the state of Vermont the Contractor may submit an invoice for a lump sum amount not to exceed **CONTRACT AMOUNT**.
2. Progress payments can be made but must be invoiced for no more than the completed portion of work, and subject to verification by the State. Progress payment for materials purchased and stored at Contractor's premises can be made subject to inspection of the state, verification of payment to the supplier and proof of insurance against loss by the Contractor.
3. In the event of progress payments, the Contractor agrees to a 10% retainage of each invoiced amount, which may be retained subject to review, approval and acceptance of Contractor's final report by the State. Retainage will be released once a release request is submitted by the Contractor and approved by the State.
4. If the work described in any invoice as provided by the contractor, has not been completed to the satisfaction of the State, as determined by the project manager, the State reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges.
5. Pre-award costs are allowable under this agreement as determined by the Contract Manager and as related to scope of work in Attachment A.
6. The State shall not be responsible for any other expenses of the Contractor.
7. Contractor will submit all invoices to the State's Project Manager: **Name**
8. Invoices shall be addressed to:
Vermont Department of Forests, Parks and Recreation
ATTN: Financial Manager
103 South Main Street, 10 South
Waterbury, VT 05671-0601
9. Payment Terms for this contract will be net 30 from date of invoice in accordance with State of Vermont Finance and Management Policy #5.0 Dated June 2008.

STANDARD CONTRACT AMENDMENT

- Parties:** This is an Amendment for Contract #22928 for services between the State of Vermont, Department of Forests, Parks & Recreation (hereinafter called “State”), and **CONTRACTOR NAME**, (hereinafter called “Contractor”). This is the **FIRST, SECOND etc** change.
- Taxes:** Party certifies under the pains and penalties of perjury that, as of the date that the amendment to 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.
- Reason for Amendment:** The reason for this amendment is to **Provide specific and detailed reasons for the change to the contract.**
- Change:**
Page 1, #4 Maximum Amount:
Delete: \$ ###,###.## Insert: \$ ###,###.##
Page 1, #4 Contract Term:
Delete: DATE Insert: DATE
Page 2, Attachment A:
Detail what should be deleted and what should be added to the contract
- Amendment:** All other terms and conditions of the original contract remain in full force and effect. No other changes, modification or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Contractor.

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

STATE OF VERMONT

By:

Michael C. Snyder, Commissioner

Department of Forests, Parks & Recreation

Date: _____

CONTRACTOR

By:

Name: (Print) _____

Title: _____

Date: _____

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS (11/07/12)**

- 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.

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. 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 will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

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

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

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

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

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

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

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

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

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

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

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

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>

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)

Attachment D: Additional Terms and Conditions for New Construction

1. **Plan Security Certification:** ~~Contractor acknowledges that the plans pertaining to this project have been declared exempt from public record inspection for security reasons and have been disclosed to Contractor as per 1 V.S.A. §317(c)(32) for the performance of the Work specified herein. Contractor hereby expressly acknowledges and agrees to disclose plans **only to a licensed architect, engineer, or Contractor who is bidding on or performing work on or related to buildings, facilities, infrastructures, systems, or other structures owned, operated, or leased by the state.**~~

~~Furthermore, Contractor agrees to abide by BGS Administrative Policy # 35 and any existing or future directives set forth by the State concerning the copying or distribution of the plans. Fraud, misrepresentation, falsification, or concealing or covering up material facts relating to compliance with these directives may result in one or more of the following actions: termination of the contract(s), suspension of bidding privileges, withholding, deducts, forfeiture of security bonds, and criminal prosecution punishable by imprisonment of up to five years and/or up to a \$10,000 fine as per 13 V.S.A. §3016.~~

2. **Workmanship and Materials:** Contractor agrees to furnish all supervision, labor, transportation, materials, tools, and equipment necessary to complete the project.
 - a. The Contractor guarantees, even though not specifically described in this Contract or otherwise, that materials shall be of the best quality, that work shall be completed in a neat and workmanlike manner, that equipment shall be installed in a first class manner, and that all aspects of the project will be delivered in good working order complete and perfect in every respect and that all systems and materials necessary to make the project a complete operating utility as contemplated by the above description of the project shall be included in the Contract price.
 - b. All aspects of the project shall be subject to the inspection and approval of the State. Contractor guarantees satisfactorily to repair, replace, re-execute or otherwise correct any defect in workmanship, materials, or the like that fails to conform to the requirements of this Contract or that appears during the progress of the work and shall remedy any defects due to faulty materials or workmanship which appears within one year of final acceptance by the State.
 - c. The Contractor shall adequately protect the project, adjacent property and the public, and shall be responsible for any damage or injury due to the Contractor's act or neglect, and shall save the State harmless in respect thereto. The Contractor shall keep the premises free from accumulation of waste material and rubbish and upon completion of the work the Contractor shall remove all tools, implements, scaffolds, excess material and rubbish which have accumulated on the premises and shall leave same in a clean and satisfactory condition.
3. **Payments:** ~~All invoices shall be submitted directly to the Department of Buildings and General Services, State of Vermont, Montpelier, Vermont, and shall indicate the Contract number. Upon mutual agreement a single invoice may be submitted after completion of all the work or progress invoices may be submitted on or about the first of each month for all work completed during the preceding month. Progress invoices shall certify that payments for all materials and labor are on a current basis. Payments on progress invoices shall be subject to a withholding of the percentage indicated in paragraph 5 of the BGS Contract Form for Construction Renovation, which shall become payable when all of the work has been completed to the State's satisfaction. At the sole discretion of the State, payments on invoices may be withheld in whole or part if in the opinion of the State the total balance due pursuant to this Contract is insufficient to complete the project. For work done on a time and material basis, all invoices paid by the Contractor and payroll and other cost records shall be subject to inspection by the State. Supporting documentation may be required with all invoices.~~
 - a. ~~Payment of progress and final invoices shall be due from the State 30 days after delivery of an invoice free of errors in documentation and approved by the state's project representative. Retainage withheld, if any, is due from the State within 30 days after receipt of the final invoice which may be submitted after final acceptance of the work or issuance of a Certificate of Substantial Completion less an amount, as determined by the state, to complete unfinished work.~~
4. **Taxes:** The State is exempt from all sales and federal excise taxes. Contractors will be responsible for the payment of any sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.
5. **Liens:** Contractor shall keep State property free from liens arising hereunder. Prior to any progress or final payment, the State may require Contractor to furnish waivers of liens or such other evidence of compliance herewith.

6. **Insurance:** Attachment "C", numbered paragraph 7 has been deleted in its entirety and replaced with the following: Insurance obtained by the Contractor to cover the below-listed requirements shall be procured from an insurance company registered and licensed to do business in the State of Vermont. Before the Contract is executed, the Contractor shall file with the State a certificate of insurance, executed by an insurance company or its licensed agent(s), on form(s) satisfactory to the State, stating that with respect to the Contract awarded, the Contractor carries insurance in accordance with the following requirements:

- (a) **Workers' Compensation Insurance:** With respect to all operations performed, the Contractor shall carry Workers' Compensation Insurance in accordance with the laws of the State of Vermont. Employers' Liability Insurance must be carried in amounts of not less than \$100,000/\$100,000/\$500,000.
- (b) **Commercial General Liability (CGL) Insurance:** With respect to all operations performed by the Contractor and any Subcontractors, the Contractor shall carry Commercial General Liability (CGL) Insurance affording all major divisions of coverage including, but not limited to:

- Premises Operations
- Independent Contractors' Protective
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability
- Broad Form Property Damage
- Explosion, Collapse and Underground (XCU) Coverage
- Fire Legal Liability

State may require additional specific liability coverage(s) when applicable

Limits of Coverage shall be not less than:

\$1,000,000	Each Occurrence
\$1,000,000	General Aggregate Applying, In Total
	To This Project Only
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal Injury and Advertising Liability
\$ 50,000	Fire Legal Liability
\$ 5,000	Medical Expense

Aggregate Limits of Insurance (Per Project) Form must be included (or as excepted in 6f) with the Commercial General Liability Policy.

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

- (c) **Automobile Liability Insurance:** Contractor shall carry Automobile Liability Insurance covering all motor vehicles, including owned, hired, borrowed and non-owned vehicles, used in connection with the project. Limits of Coverage shall be not less than:

\$1,000,000 Combined Single Limit

- (d) The Contractor shall require each Subcontractor, if any, to maintain the same Workers' Compensation, Commercial General Liability, and Automobile Liability coverage as specified in paragraphs (a), (b), and (c) above.
- (e) **Scope of Insurance & Special Hazards:** The insurance required under subparagraphs (b), (c), and (d) above shall provide protection for the Contractor and the Subcontractors, if any, against damage claims which may arise from work being performed, including any special hazards which may be encountered by the insured or by any person directly or indirectly employed by the Contractor or a Subcontractor.
- (f) If Contractor is unable to provide Aggregate Limits of Insurance (Per Project) as required in 7(b) above, Contractor shall purchase an Owner's Protective Liability Insurance Policy in the name of the State of Vermont to cover all exposures, including bodily injury and death, arising out of and in the course of this Contract. Limits of liability shall be the same as those required of the Contractor under paragraph (b) above.
- (g) **Builder's Risk Insurance:**

(1) The State will require Contractor to purchase and maintain Builder's Risk Insurance. The Contractor shall name the Contractor and the State of Vermont as their interest may occur. Other parties shall be insured as the State may reasonably require.

Contractor shall effect and maintain insurance on portions of the work stored off-site, on site and in transit. Boiler & Machinery Insurance may be used in conjunction with this coverage if it is required to meet the testing requirement.

(2) Any deductible applicable to loss covered by insurance provided hereunder shall be borne by the Contractor.

(3) Except as provided for in (g) (1) above the State and Contractor waive all rights against each other and the Subcontractor, Sub-subcontractors, agents and employees of the other.

- (h) **General Insurance Conditions:** The insurance specified shall be maintained in force until acceptance of the project by the State except Builder's risk as specified under (g) above.

Umbrella Excess Liability Policies may be used in conjunction with primary policies to comply with any of the limit requirements specified above.

"Claims-made" coverage forms are not acceptable without the express written prior consent of the State. Each policy furnished shall contain a rider or non-cancellation clause reading in substance as follows:

Anything herein to the contrary notwithstanding, notice of any cancellation, termination or alteration to the insurance contracts must be delivered by registered mail to the Commissioner, Department of Buildings and General Services, State of Vermont, Montpelier, Vermont, at least 60 days before effective cancellation, termination or alteration date unless all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the State of Vermont.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been set to protect the interests of the State.

7. **Amendments:** The State may increase, decrease, or alter the work or materials, or it may otherwise modify the specifications or conditions of the project to be furnished hereunder, and any changes occasioned thereby, including any changes in amounts to be paid hereunder, shall be in the form of an Amendment which shall be agreed to and approved in writing by the Commissioner of the Department of Buildings and General Services, and which shall become a part of this Contract. Verbal instructions, from any source, shall not be valid. No claim or defense may be made under the Contract with respect to such changes unless agreed to in writing.
8. **Site Examination:** Contractor has examined the site and is fully informed as to the extent and character of the project. No consideration will be given for any alleged misunderstanding of same.
9. **Maintenance:** Prior to final payment the Contractor shall provide the State with written maintenance and service instructions for all mechanical and electrical equipment to the extent that such instructions are available for such equipment.
10. **Laws:** Contractor shall comply with all public laws, ordinances, and requirements respecting the work, obtain and pay for all required permits and comply with regulations of any insurance company which issues a policy on any part of the work or site. The Contractor agrees to comply with all of the requirements of Title 21 V.S.A., Chapter 5, Subchapter 6 relating to fair employment practices, to the extent applicable, and agrees further to include a similar provision in any and all subcontracts. Contractor shall acquaint himself with limits of the property or right-of-way of the State and shall not trespass on other property. All work shall be done in such a manner as not to interfere with the State's operating functions. Contractor and his employees shall familiarize themselves and comply with all posted rules.
11. **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. We reserve the right to cancel the contract if we suspect collusion.
12. **Assignment:** Contractor shall not have the right to transfer, or assign this Contract or any part thereof, without the prior written consent of the State and such consent shall not relieve the Contractor of any liability or responsibility hereunder. The failure of the State to assert any of its rights hereunder shall not be construed as a waiver thereof.
13. **Progress:** If in the sole opinion of the State, the Contractor fails to commence work on the project or to complete the work of said project within the time specified above, or to prosecute the work in such a manner that it appears that the completion date can be assured, the State shall have the right to notify the Contractor by Certified Mail that the terms of the Contract have been violated, and that effective immediately the Contract is terminated and the State has the right to and in fact is taking over and attending to completion of the project without prejudice to the State's remedies for any losses sustained.

14. **Employment of Women and Minorities:** The State of Vermont encourages an increase in work force participation rates for women and minorities in all aspects of publicly funded capital construction projects. The contractor is encouraged to seek out and employ qualified women and minorities for work covered under this contract. The following provisions and requirements shall apply when the total contract exceeds \$50,000, and the general contractor shall require all first-tier subcontractors to comply with these requirements when their contract exceeds \$50,000.
- a. At the conclusion of the project, the affected contractors must complete the Construction Employment Report and submit it to the Department of Buildings and General Services for recording. A complete description and dollar value of the work or supplies provided, and percentage value of the overall construction contract for each such MWBE transaction must be included. Final payment will not be made until this requirement has been satisfied.
15. **Minority and Women Business Enterprises (MWBE):** It is the policy of the State of Vermont that MWBE's shall have the maximum opportunity to participate in the performance of contracts financed with state funds. All Bidders are encouraged to contact MWBE's in an effort to recruit them to submit proposals for the work or portions thereof. The contractor shall not discriminate on the basis of race, color, national origin or sexual orientation in the award and performance of subcontracts. The Department of Buildings and General Services shall, in accordance with Executive Order #15-91, and for publicly funded capital construction projects exceeding \$50,000.00, comply with the following provisions and requirements. Upon receipt of letter of intent to award contract, the successful bidder shall submit an MWBE Reporting Form along with certificates of insurance and other pre-contract information. The form includes space to report the name, address and phone number of the MWBE's contacted, the trade, if their price was included in the bid proposal, and if not, the reason for rejection of their bid. The contract will not be executed until the MWBE Form is received. Failure to contact MWBE's on or when projects require sub-contract work may constitute non-compliance and may result in forfeiture of future bidding privileges until resolved.
16. **Waste Reduction Planning:** It is the intent of the State of Vermont to significantly reduce the amount of construction debris going into the total waste stream. Therefore, upon receipt of letter of intent to award contract, the contractor shall submit, along with certificates of insurance and other pre-contract information, a Construction Site Waste Reduction Plan. A sample plan is available at: <http://www.anr.state.vt.us/dec/wastediv/recycling/CandD.htm>. Failure to comply with the approved waste reduction plan will result in withholding of general conditions' money from the contractor's monthly requisition and imposition of daily fine.
17. ~~**Prevailing Wage Rate Requirements (29 V.S.A. §161 (2) (b) (c) (d)):** Requires compliance for contracts awarded for any state project with a construction cost exceeding \$100,000.00 and which is authorized or funded in whole or in part by a capital construction act pursuant to 32 V.S.A. § 701a. The full text of (29 V.S.A. §161 (2) (b) (c) (d)) reads as follows:~~
- ~~(b) Each contract awarded under this section for any state project with a construction cost exceeding \$100,000.00 and which is authorized or funded in whole or in part by a capital construction act pursuant to 32 V.S.A. § 701a, including such a project of the University of Vermont and State Agricultural College and of the Vermont State Colleges, shall provide that all construction employees working on the project shall be paid no less than the mean prevailing wage published periodically by the department of labor in its occupational employment and wage survey.~~
- ~~(c) In the construction of any state project, local capable labor shall be utilized whenever practicable, but this section shall not be construed to compel any person to discharge or lay off any regular employee.~~
- ~~(d) Subsections (a) through (c) of this section shall not apply to maintenance or construction projects carried out by the agency of transportation and by the department of forests, parks and recreation.~~
- ~~When the original construction contract value exceeds \$100,000.00 and which is authorized or funded in whole or in part by a capital construction act pursuant to 32 V.S.A. § 701a, the general contractor and all subcontractors to the general contractor working on the site shall:~~
- a. ~~Pay wages at or above the Mean Prevailing Wage Rate determined by the Department of Labor. A complete list of occupations and associated wage rates are available on the internet at: <http://www.vtlni.info/lmipub.htm#pw>~~

- b. ~~The Mean Prevailing Wage Rates provided shall be posted in a prominent location or locations where they may be viewed by all employees affected by these provisions.~~
- c. ~~The BGS Facility Director's title and telephone number shall be affixed to the Mean Prevailing Wage Rate Notice posted at the site for purposes of reporting complaints regarding these provisions.~~

~~The complete text of 29 V.S.A. § 161. Requirements on state construction projects is available at: <http://www.leg.state.vt.us/statutes/fullsection.cfm?Title=29&Chapter=005&Section=00161>~~

18. **General:**

- a. Paragraphs 1, 2, 4, 5, 10, 11, 17, 18, and 19 of this Contract shall apply to subcontractors of the Contract as well as to the Contractor. The Contractor has complied with and shall continue to comply with all requirements with respect to qualification to do business in Vermont and registration with the office of the Secretary of State. In the event that all or a portion of the project is to be subject to a subcontract, it shall be the responsibility of the Contractor to determine that the subcontractor has complied with the above requirements of registration and qualification.
 - b. Paragraph headings are inserted for convenience only and are not to be relied upon for content.
19. **Fall Protection:** Contractors involved in the placement or replacement of roofing systems of all types, on State- owned buildings, including flat, low-pitched and steep roofs, must comply with all requirements of the latest edition of VOSHA Safety and Health Standards for Construction (29 CFR 1926) including, but not limited to, Subpart M – Fall Protection. ~~Prior to execution of a contract by BGS, contractors engaged in placement or replacement of roofing systems of all types must submit a signed certification statement attesting to their intention to comply with VOSHA Fall Protection Regulations. Such certification shall be submitted on a State-provided form along with proof of insurance.~~
20. **Worker's Compensation; State Contracts Compliance Requirements:** 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) (3) For construction and transportation projects over \$250,000.00, 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, subcontractors, and independent contractors have the appropriate workers' compensation coverage for all workers at the jobsite, and similar information for the subcontractors regarding their subcontractors shall also be provided to the department of labor and to the department of banking, insurance, securities, and health care administration, upon request, and shall be available to the public.
21. ~~**Compliance with Davis-Bacon:** The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009, requires bidders comply with the following provisions and requirements.~~
- c) ~~The agencies shall assure that any state contract funded in whole or in part with American Recovery and Reinvestment Act of 2009 (ARRA) monies or any project for which the state granted, allocated, or awarded ARRA monies shall comply with the payment of Davis-Bacon wages when required by ARRA. However, in the event the applicable Davis-Bacon wages in any county have not been updated in the previous three years, the minimum state required wage for a state contract subject to Davis-Bacon wages under ARRA shall be that of the Vermont county that has most recently updated its applicable Davis-Bacon wages, provided this provision does not result in the loss of ARRA funds and is not otherwise contrary to federal law. In the event that the most recently updated Davis-Bacon wages cannot be determined due to the simultaneous updating by two or more counties, the agencies may select the minimum state required wage for a state contract subject to Davis-Bacon wages under ARRA from among those counties.~~
22. **Debarment by the Department of Labor (DOL) or the Department of Financial Regulation (formerly BISHCA):** The State of Vermont reserves the right to terminate this contract with fifteen (15) days notice to contractor, upon determination that the contractor or a subcontractor to the contractor has been debarred by the Department of Labor (DOL) or the Department of Financial Regulation. Additionally, the State of Vermont reserves the right to withhold payment and / or terminate this contract if contractor fails to provide payroll records requested by the DOL and the Department of Financial Regulation within thirty (30) days of receipt of the request from DOL or the Department of Financial Regulation.

Department of Forests, Parks and Recreation Construction Site Waste Reduction Plan

Company Name: _____ Contact Person: _____

Address: _____ Telephone #: _____

Project Location:

Project Description:

(Demolition/renovation/new construction, square footage, commercial/residential/industrial, timeframe, etc.)

Reuse & Recycling Worksheet – page 2 of 3

Material	Estimated Quantity	Management - For a listing of Vermont salvage and recycling markets check out the web site at: www.anr.state.vt.us/dec/wastediv/recycling/c&d.htm or call 802-241-3477 or 241-3481. When researching recycling options - ask the recyclers what they are doing with the wastes.	Handling Procedure - how materials are to be removed, separated, stored and hauled for reuse or recycling.
<i>Sample listing:</i> <i>Cardboard</i>	<i>one 3 cy dumpster</i>	<i>Recycled thru ABC Hauling.</i>	<i>Cardboard dumpster will be placed next to the trash dumpster. Will call hauler when full.</i>
Salvageable Items or used building materials such as windows, doors, moldings, fixtures, bathroom fixtures, etc. (Please list items separately)			
Asphalt roofing shingles			
Asphalt			
Brick			
Cardboard			

Reuse & Recycling Worksheet page 3 of 3

Material	Estimated Quantity	Management - For a listing of Vermont salvage and recycling markets check out the web site at: www.anr.state.vt.us/dec/wastediv/recycling/c&d.htm or call 802-241-3477 or 241-3481. When researching recycling options - ask the recyclers what they are doing with the wastes.	Handling Procedure - how materials are to be removed, separated, stored and hauled for reuse or recycling.
"Clean" Wood			
Concrete			
Metal			
Plaster/Drywall			
"Treated/Painted" Wood			
Other			