

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services (the "State") and Zoltan Horvath, LLC., with a principal place of business in Brandon, Vermont (the "Contractor") that the contract between them originally dated as of 9/15/2018, Contract # 37047, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from 09/14/2021 to 09/14/2022.

**Taxes Due to the State.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment 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.

**Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs).** Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

**Certification Regarding Suspension or Debarment.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor'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.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 2 pages. Except as modified by this Amendment No. 2, all provisions of the Contract remain in full force and effect.

*[Remainder of Page Intentionally Left Blank]*

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

**STATE OF VERMONT**

**Zoltan Horvath, LLC**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

STATE OF VERMONT  
CONTRACT AMENDMENT

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- I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from 09/14/2020 to 09/14/2021. The Contract Term may be renewed for one additional one-year period at the discretion of the State.

**Taxes Due to the State.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment 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.

**Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs).** Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

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Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 2 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

*[Remainder of Page Intentionally Left Blank]*

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

**STATE OF VERMONT**

**ZOLTAN HORVATH, LLC.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# State of Vermont

Buildings and General Services  
Engineering Division  
2 Gov Aiken Ave Drawer 33  
Montpelier VT 05633  
United States

## CONTRACT



**Vendor ID 0000295956**  
**Horvath,Zoltan**  
**107 Cobb Hill Rd**  
**Brandon VT 05733**  
**United States**

<b>Contract ID</b> 0000000000000000000037047		Page 1 of 2
<b>Contract Dates</b> 09/15/2018 to 09/14/2020		<b>Origin</b> CPS
<b>Description:</b> Project Manager Services		<b>Contract Maximum</b> \$1,500,000.00
<b>Buyer Name</b> Erin Marie Collier	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		Retainer - Project Management Services	JOB	0.01000	0.00	1,500,000.00

### CONTRACT TERMS AND ADDITIONAL INFORMATION

#### STANDARD CONTRACT FOR SERVICES

1. Parties. This is a contract for services between the State of Vermont, Department of Building and General Services (hereinafter called "State"), and Zoltan Horvath, LLC. with a principal place of business in Brandon, Vermont (hereinafter called "Contractor"). Contractor's form of business organization is limited liability company. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject of design and construction project management services. Detailed services to be provided by Contractor are described in Attachment A.

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

4. Contract Term. The period of Contractor's performance shall begin on September 15, 2018 and end on September 14, 2020 with an option to renew for two (2) additional 12-month periods.

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

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

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

8. Attachments. This contract consists of 26 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017) except that the following numbered paragraphs are hereby modified solely for this contract:

Section 8. Insurance: Amend Section 8 of Attachment C to reduce the Automotive Liability Insurance threshold from \$500,000.00 to \$300,000.00.

Attachment D1 - Statement of Work RFP Form (SOW - RFP)

Attachment D2 - Statement of Work Agreement Form

Attachment D3 - Statement of Work Amendment Form

Attachment E - Map of BGS Maintenance Districts

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

(1) Standard Contract

(2) Attachment C (Standard State Provisions for Contracts and Grants)

(3) Attachment D1

(4) Attachment D2

(5) Attachment D3

(6) Attachment A

(7) Attachment B

# State of Vermont

Buildings and General Services  
Engineering Division  
2 Gov Aiken Ave Drawer 33  
Montpelier VT 05633  
United States

## CONTRACT



**Vendor ID 0000295956**  
**Horvath,Zoltan**  
**107 Cobb Hill Rd**  
**Brandon VT 05733**  
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<b>Contract ID</b> 0000000000000000000037047		<b>Page</b> 2 of 2
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<b>Description:</b> Project Manager Services		<b>Contract Maximum</b> \$1,500,000.00
<b>Buyer Name</b> Erin Marie Collier	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

**ATTACHMENT A – STATEMENT OF WORK**

The Contractor shall provide the State with project management services on an as-needed basis as identified below (hereinafter called “Services”).

1. The maximum limiting amount for each Project Management Services SOW shall not exceed \$500,000.00, for Project Management Services as specified in Attachment D2 – Statement of Work Agreement Form (SOW- Agreement).
2. All Contractor work performed under this contract shall be planned and scheduled by BGS Project Managers coordinating the work. A BGS Project Manager will work closely with the Contractor will approve all invoices for work satisfactorily completed under this SOW - Agreement.
3. Project Manager Services include:
  - 3.1.1. Contractor shall oversee design and construction services providing oversight management services consisting of all required project management skills associated with the design and/or construction phase(s) of various state projects and to ensure an optimum project including, without limitation, construction quality, cost control, and schedule control.
  - 3.1.2. Responsibilities shall include: development and maintenance of a project schedule; project design oversight involving working with design consultant teams and user groups throughout the design process; permit applications and attendance at public hearings; coordination of bid process, including attendance at pre-bid meetings, oversight of bid process, and issuance of addenda; review of bid proposals and recommending contract awards; contract administration, general contractor oversight; coordination of commissioning agent, testing services and special inspection requirements; budget administration, coordination of project job meetings, coordination of all communications with building occupants and affected user groups, interior design coordination and furniture selection coordination, reporting requirements, and management of warranty issues, under the oversight and direction of an a BGS Project Manager, or the BGS Design and Construction Program Chief (DCPC).
  - 3.1.3. Contractor shall also be responsible for reviewing various submittals, including, shop drawings, proposed change orders / change order requests, test results, and requisitions; communication with project consultants, client representatives, inspectors, contractors and others; overseeing the General Contractor’s work; and assisting with other project-related duties as assigned by the BGS Project Manager or the BGS DCPC.
  - 3.1.4. Contractor shall provide General Contractor oversight by observing the progress and quality of Work as is reasonably necessary throughout all stages of construction to determine that Work is proceeding in accordance with the construction documents.
  - 3.1.5. Contractor shall provide protection for the State against defects and deficiencies in the Work of the General Contractor, as well as any subcontractors working on the Project. The Contractor shall provide on-site overview and communicate directly with the BGS Project Manager on their observations of construction progress.
  - 3.1.6. Contractor shall be responsible for project oversight to ensure quality, cost control and schedule control for design/construction phases of various State projects This includes but, is not limited to reviewing and accepting materials as proposed, incorporating materials into the project, budget review and schedule adjustments on various phases of the project.
  - 3.1.7. All forms of communications shall be done with the full knowledge and approval of the BGS Project Manager or the DCPC and, when appropriate, shall be shared, electronically in writing, with the

project's design consultant (Architect/Engineer) so they are aware of all substantive communications that have occurred between them, the BGS Project Manager and the General Contractor.

- 3.1.8. Contractor shall not communicate with the General Contractor's subcontractors or material suppliers except with the prior approval from the State and written consent of the General Contractor. The BGS Project Manager may communicate with a subcontractor when required to facilitate progress on the project.

4. **Definitions:** For this Contract, the following terms shall be defined as:

**General Contractor**": Whenever applicable, General Contractor shall mean the prime contractor that contracts for the construction of an entire building or project, rather than for a portion of the work, and that is specifically responsible for hiring subcontractors (e.g. plumbing, electrical, etc.), coordinating all work and paying all subcontractors. The term General Contractor may include a construction manager, design-build contractor or other contractor that takes on such prime contractor responsibilities.

**"Standard of Care"**: Contractor agrees that the services provided hereunder shall conform to the standard of care and the practice exercised by other professionals engaged in performing comparable services. Contractor further agrees that they are qualified and competent to perform adequately the services assigned to them and that their recommendations, guidance and overall project management performance shall reflect such standards of care and practice.

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

4.1. **Duties and Responsibilities:** Contractor shall:

- 4.1.1. Disclose promptly to the BGS Project Manager or DCPC any matters that may give rise to a potential conflict of interest on their part while performing their duties hereunder.
- 4.1.2. Be required, except for the discharge of its duties to BGS under this contract required by subpoena or court order, to agree to hold in the strictest confidence all information, documents, and materials obtained or developed in connection with its services under this contract and should reasonably know to be of a confidential or sensitive nature.
- 4.1.3. Provide all project communication through the BGS Project Manager; and Contractor shall attend weekly project meetings at BGS, 2 Governor Aiken Avenue, Montpelier, Vermont or as otherwise agreed to by the BGS Project Manager.
- 4.1.4. Provide all necessary office equipment and supplies to perform required duties and responsibilities; computer, camera, pager/cell phone, etc.
- 4.1.5. Develop a thorough familiarity with the purpose of the Project to be constructed, the State's requirements, the design, and the Contract Documents.
  - 4.1.5.1. Upon BGS request, develop the project scope for review and approval by the BGS Project Manager and DCPC prior to commencing any design work. Development of the project documents shall commence once there is a full understanding of the project scope.
  - 4.1.5.2. Develop and oversee the project schedule. Upon project assignment, Contractor shall develop a project schedule using Microsoft Project utilizing a schedule template provided by BGS. Contractor shall modify the schedule template to meet the specific needs of the project and formally document the baseline schedule. Contractor shall update the schedule on a monthly basis or more frequently given the project needs or as directed by BGS. Contractor shall provide all schedule updates to BGS. Contractor must ensure the project is proceeding as planned. If the project falls behind schedule, Contractor is responsible for identifying problematic areas and implementing solutions to recover the schedule.
  - 4.1.5.3. Identify, apply for, and obtain all permits required for the project.



- 4.1.5.4. Attend any public hearings associated with each project. Prepare documents and materials needed for a professional presentation to local and state authorities and the general public.
- 4.1.5.5. Prior to commencing design, identify any applicable reviews such as environmental hazards, building codes, ADA, Division for Historic Preservation, wetlands, site surveys, geotechnical analyses, soil borings, or any other appropriate review.
- 4.1.5.6. Submit weekly, in writing, the progress of the work including: budget, schedule, quality of work, progress, issues, potential challenges and overall performance of other contractors and consultants on the project.
- 4.1.5.7. Upon completion of the schematic, design development, and 90% construction document phases, provide a project schedule showing events, milestones, duration times, slack and the critical path for the entire project, including design, permitting, bidding, contract award, construction, commissioning, substantial completion, final completion and project closeout. Additionally, provide an estimate of probable cost at the conclusion of each design phase. As design progresses, provide greater detail with each estimate. Estimates are to include all project costs, not just construction costs. A final estimated construction cost shall be submitted prior to bidding for review and approval by the BGS Project Manager.
- 4.1.5.8. Upon completion of the schematic, design development, and 90% construction document phases, initiate and participate in shared design reviews. The design reviews will include an interdisciplinary team within BGS and conducted over a two to three-week period. Contractor is responsible for facilitating these design reviews, coordinating with the design firm to respond to comments, distribute the comments to the interdisciplinary team, and ensure comments are incorporated into successive design plans.
- 4.1.5.9. Be required to work with other sub-consultants and contractors and be responsible for any sub-consultants and contractors contracted to assist with the design or construction services. Contractor shall be responsible for development of the sub-consultant requirements, scope of work, obtaining and reviewing bid documents and give recommendations through the Office of Purchasing and Contracting (OPC). Contractor shall receive proposal from OPC, review and evaluate all proposals and recommend award of the sub-consultant contracts in collaboration with the BGS Project Manager. The sub-consultant contract will be written with the State.
  - 4.1.5.9.1. Coordinate and direct the work of any contractor hired directly by the State to work on the Project.; this includes the Clerk-of-the-Works, telecommunication subcontractors, vendors, etc.
- 4.1.6. Assist in the preparation of construction documents; this involves working closely with administrative staff, the BGS Project Manager and the Office of Purchasing and Contracting. All contracts must comply with Bulletin 3.5 and the BGS Contracting Plan.
- 4.1.7. Furnish the General Contractor with a set of plans and specifications that incorporate all addenda and drawings issued during the bidding process.
- 4.1.8. Assist the BGS Project Manager as directed, including the review of project documents, including arranging for plan review through the BGS plan review process, attendance at project-related meetings, preliminary review and approval of substitutions, review and approve monthly requisitions, and proposed change orders and change order requests, and other duties as assigned.
- 4.1.9. For most projects a Clerk-of-the-Works is assigned to perform daily on-site observation of the Work. Contractor shall ensure these Clerks perform duties in accordance with the terms and conditions of their State contract.

- 4.1.10. Perform on-site observations of the progress and quality of the Work as may be reasonably necessary to determine, in general, if the Work is being performed in a manner indicating that the Work when completed will be in conformance with the Contract Documents or whether the Work requires special inspection or testing to determine if the Work is being performed in conformance with the Contract Documents. Visit the site at intervals appropriate to the stage of construction and observe the progress of the work. Ensure the issuance of written progress reports, and the preparation and distribution of meeting minutes.
- 4.1.11. Monitor the General Contractor's construction schedule(s) on an ongoing basis and immediately alert the BGS Project Manager or DCPC to conditions that may lead to delays in completion of the work.
- 4.1.12. Submit weekly, in writing, the progress of the work including: budget, schedule, quality of work, progress, issues, potential challenges and overall performance of the General Contractor.
- 4.1.13. Ensure that all Requests for Information (RFIs) from the General Contractor are addressed by the Project Architect in a timely manner. The Contractor may, after consulting with the BGS Project Manager and obtaining his or her prior written consent, or as otherwise directed by the BGS Project Manager, provide interpretations of Contract Documents and assist the General Contractor in understanding the intent of the Contract Documents.
- 4.1.14. Review field reports from architects and engineers and monitor any corrective actions.
- 4.1.15. Attend all project meetings unless directed otherwise by the BGS Project Manager or DCPC and prepare and submit written reports to the BGS Project Manager or DCPC of all meetings attended.
- 4.1.16. Observe the General Contractor's record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications at intervals appropriate to the stage of construction and notify the Project Architect and BGS Project Manager or DCPC of any apparent failure by the General Contractor to maintain up-to-date records.
- 4.1.17. Receive and review all requests for payment from the Design consultants, sub-consultants, and the General Contractor and process in a timely manner for final approval by the BGS Project Manager.
- 4.1.18. Review the list of items to be completed or corrected that is submitted by the General Contractor with a request for issuance of a Certificate of Substantial Completion. If the list is not accurate, so advise the Project Architect and return the list to the General Contractor for correction. Once addressed, forward to the BGS Project Manager or DCPC for signature by the BGS Commissioner.
- 4.1.19. Attend inspections conducted by the Architect to determine the date or dates of substantial completion and the date of final completion. Report, in writing, to the BGS Project Manager any observations or recommendations resulting from the Architect's inspections. Observe commissioning and make recommendations relative to deficiencies and non-compliance with the Contract Documents.
- 4.1.20. Assemble and ensure that all documentation required of the General Contractor is received prior to completion of the Work including, but not limited to: technical manuals, operators' manuals, manufacturer's instructions, as-built drawings, commissioning reports, and similar documents.
- 4.1.21. Coordinate training of the State's staff on equipment operations and maintenance as required by the Contract Documents.
- 4.1.22. **Evaluation of Design Consultant and General Contractor:** At the conclusion of final Construction, Contractor shall assist BGS in the evaluation of the performance, by providing feedback, of the Design Consultant's and General Contractor's services, to the BGS Project Manager. If warranted, a subsequent meeting will occur after completion of the one-year warranty period and project closeout.

- 4.1.23. Work Product Ownership: All products of Contractor's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents become the sole property of the State of Vermont and may not be copyrighted or resold by the Contractor. Access to State files, software, programs and contracted services will be provided as necessary to facilitate consistency with the State's Project Management procedures and policies.
- 4.1.24. Plan Security: Contractor acknowledges that the plans pertaining to any BGS State 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.
- 4.1.25. 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.

#### 4.2. Limitations on Authority

The Contractor shall not exceed the authority granted in this agreement. The Contractor shall not:

- (1) Personally, conduct or participate in tests or third-party inspections.
- (2) Assume any of the responsibilities of the General Contractor's superintendent, or subcontractors, or of the Architect or the Architect's Project Representative.
- (3) Expedite the Work of the General Contractor.
- (4) Have control over the charge of, or be responsible for, construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.
- (5) Issue a Certificate of Substantial Completion or Certificate of Final Completion without the consent of the BGS Project Manager or DCPC and signature by the BGS Commissioner.
- (6) Accept, distribute, or transmit submittals made by the General Contractor that are not required by the Contract Documents.
- (7) Order the General Contractor to stop the Work, or any portion thereof, without the approval of the DCPC.

## ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
  - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must be numbered and include the Master Contract # and SOW Agreement # for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the Agency/Department requesting services.
6. Contractor shall submit invoices to the Agency/Department receiving services on a bi-weekly basis on Contractor's standard billhead and shall specify the address to which payments will be sent. Invoices shall include documentation and itemization of all work performed during that bi-weekly period, including a detail of services, dates and hours of work performed and the rate of pay. Invoicing must also contain a detail of items and costs for allowable reimbursable expenses. The State shall not be responsible for any expenses of the Contractor not specifically authorized by this Contract.
7. For its part, in consideration of the Contractor's services performed, the State agrees to pay the Contractor in accordance with the following schedule of rates :

Project Location	Project Manager's Hourly Rate
Montpelier/Barre/Berlin District #1	\$ 55.00
Waterbury/Hyde Park/Middlesex District #2	\$ 55.00

Northwest District #3	\$ 55.00
Northeast District #4	\$ 59.00
Southwest District #5	\$ 55.00
Southeast District #6	\$ 55.00
West Springfield, MA, Eastern States Exposition (Big E), Vermont Building	\$ 55.00

- a. An hourly rate of pay with straight time for any time over eight (8) hours, including weekends and holidays based on hours worked. Hours are on an as-needed basis with a schedule developed with the Contractor. It is anticipated that there will be minimal hours required at the start and end of the actual construction and at times throughout the project.
  - b. It is expected that the Contractor will spend one day a week at BGS' offices in Montpelier meeting with the State's Project Manager or as applicable by State Agency/Department. Time spent traveling to and from Montpelier is not reimbursable.
  - c. Work location shall be defined as at home, office, or at the job site. Mileage reimbursement will be calculated from the work location to the BGS office.
  - d. Mileage reimbursement shall be paid from the project work site, as established in the contract, to and from any other project or projects, and the BGS office at the prevailing state rate as established by the U.S. General Services Administration (GSA).
8. Any services outside of agreement shall not be allowed.

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 15, 2017**

**1. 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. “Agreement” shall mean the specific contract or grant to which this form is attached.

**2. 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.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

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

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. 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. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

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 in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

**8. 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 this 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. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, 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 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

*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 \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

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

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

**13. 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.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 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.

**15. 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.

**16. 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 this 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.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this 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.

**19. 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 shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and



Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything 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.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. 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>

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

## **27. Termination:**

- A. Non-Appropriation:** 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.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** 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.
- B. Internal Controls:** 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).
- C. Mandatory Disclosures:** In accordance with 2 CFR 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.

**32. Requirements Pertaining Only to State-Funded Grants:**

- A. Certification Regarding Use of State Funds:** If 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.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

## ATTACHMENT D1

### STATE OF VERMONT STATEMENT OF WORK (SOW) Request for Proposal (RFP)

(NOTE: Text that appears in orange letters is instructive only and should be deleted from the final RFP. Text in yellow highlighting must be updated or deleted. Utilize or delete paragraphs as appropriate to the RFP. Text that appears in black letters should be included in the RFP as is.)

#### **PROJECT MANAGEMENT SERVICES: PROJECT NAME**

#### **Request for Proposal**

**Month DD, YYYY**

### **1. ADMINISTRATIVE INFORMATION**

#### **1.1. AGENCY/DEPT RESPONSIBLE FOR SOW-RFP AND SOW AGREEMENT**

1.1.1. **Name of the person/s, Agency/Dept.**

1.2. This SOW RFP is being issued in accordance with the Master Agreement between the Contractor and the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting. After an evaluation of Contractor's response to this SOW RFP, the Contracting Agency may elect to enter into a specific SOW Agreement which will outline all SOW Agreement requirements and payment provisions.

### **2. SOW PROPOSAL SUBMISSIONS**

2.1. All SOW Proposals are due no later than: **(Date) and Time**

2.2. Proposals must be submitted by email to: **EMAIL ADDRESS OF PROJECT MANAGER**. The email submission must reference the project name "**SOW-RFP Project Name**".

2.3. The SOW RFP Response is to be submitted to the contact set forth above via e-mail in Word and pdf formats. The "subject" line in the e-mail submission shall state the SOW-RFP Project Name.

2.4. There is an attachment size limit of 25 MB. It is the Bidder's responsibility to compress the PDF file containing its bid if necessary in order to meet this size limitation.

2.5. All SOW RFP Responses become the property of the State and, once the resulting SOW Agreement is finalized, are subject to disclosure under the State's Public Records Act, 1 V.S.A. §§ 315-320. If a SOW RFP Response includes material that is considered by the Contractor to be a trade secret under 1 V.S.A. § 317(c)(9), the Contractor shall clearly designate the material as such in its submission. In accordance therewith, the State will not disclose information for which a reasonable claim of trade secret can be made pursuant to 1 VSA § 317(c)(9).

- 2.6. In the cover letter to any SOW RFP Response, the Contractor must identify each page or section of the response that it believes is a trade secret and provide a written explanation relating to each marked portion to justify the denial of a public record request should the State receive such a request.

### 3. PRE-BID MEETING:

- 3.1. The contracting Agency/Department will hold a pre-bid meeting at LOCATION on DAY, DATE and TIME

### 4. STATEMENT OF RIGHTS

- 4.1. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. The Contractor may be asked to give a verbal presentation of its proposal after submission. Failure of Contractor to respond to a request for additional information or clarification could result in rejection of the Contractor'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.

### 5. METHOD OF AWARD AND PROCEDURE FOR AWARDING A SOW AGREEMENT

- 5.1. Contractor selection, or the determination to terminate the SOW-RFP without award, shall be done in the best interest of the State.

#### 5.2. EVALUATION CRITERIA:

- 5.2.1. The responses will be evaluated based on the following: (edit evaluation criteria below as appropriate for your project)

5.2.1.1. Cost

5.2.1.2. Ability to meet completion dates in proposed project schedule

5.2.1.3. Minimum Qualifications/Prior Experience with this type of work (optional, if specialized)

5.2.1.4. References (optional, if specialized)

### 6. STATEMENT OF WORK

#### 6.1. PROJECT BACKGROUND

- 6.1.1. Brief description of Contracting Agency's project background and/or situation leading to this Project

#### 6.1.2. STATEMENT OF WORK:

- 6.1.2.1. Responsibilities may include: development and maintenance of a project schedule; project design oversight involving working with design consultant teams and user groups throughout the design process; permit applications and attendance at public hearings; coordination of bid process, including attendance at pre-bid meetings, oversight of bid process, and issuance of addenda; review of bid proposals and recommending contract awards; contract administration, general contractor oversight; coordination of commissioning agent, testing services and special inspection requirements; budget administration, coordination of project job meetings, coordination of all communications with building occupants and affected user groups, interior design coordination and furniture selection coordination, reporting requirements, and management of warranty issues, under the oversight and direction of an Agency/Department Project Manager, or a BGS Project Manager, or the BGS Design and Construction Program Chief (DCPC).
- 6.1.2.2. Contractor shall also be responsible for reviewing various submittals, including but not limited to, shop drawings, proposed change orders / change order requests, test results, and requisitions; communication with project consultants, client representatives, inspectors, contractors and others; overseeing the General Contractor's work; and assisting with other project-related duties as assigned by the Agency/Department Project Manager or the BGS DCPC.

### 7. SOW AMENDMENTS

- 7.1. Change orders are not anticipated, however, if one becomes necessary, such work must be authorized by the State in writing before such work can proceed and requires an SOW Amendment to the SOW Agreement. Reference Attachment D3.

### 8. REQUIRED PRICE PROPOSAL RESPONSE

- 8.1. All pricing must be fixed cost, inclusive of all expenses and fees if this Statement of Work proposal is for a fixed price agreement. (Remove if Time and Materials agreement)

### 9. INVOICING AND PAYMENT

- 9.1. All work performed by the Contractor must be approved in advance by the State. Once work has been completed, delivered and accepted by the State, invoicing can occur. The State's payment terms are net 30 days.

## STATE OF VERMONT

### PRICE PROPOSAL FOR SOW-RFP FOR PROJECT NAME, TOWN, VERMONT

(The Price Proposal must request information to match the evaluation criteria identified in the Method of Award of this SOW-RFP and use the same deliverables as outlined in the Scope of Work of this SOW-RFP. Adjust formatting accordingly to ensure appropriate page breaks.)

#### 1. **Minimum Qualifications** (if specialized work and prior experience is required, as outlined in the Evaluation Criteria of the SOW-RFP):

1.1. Does the firm have experience working in TYPE OF FACILITY within the last XX (##) years?

☐ Yes ☐ No

1.2. If yes to 1.1., list name, title and role of proposed team members: (including sub-consultants, if applicable, attach additional sheets if necessary)

1.2.1. \_\_\_\_\_

1.2.2. \_\_\_\_\_

1.2.3. \_\_\_\_\_

1.2.4. \_\_\_\_\_

1.3. If yes to #1, list 3 previous projects of similar experience: (attach additional sheets if necessary)

1.3.1. \_\_\_\_\_

1.3.2. \_\_\_\_\_

1.3.3. \_\_\_\_\_

#### 2. **References:** (If required, as outlined in the Evaluation Criteria of the SOW-RFP)

2.1. Name: \_\_\_\_\_ Company: \_\_\_\_\_

Email/phone: \_\_\_\_\_

2.2. Name: \_\_\_\_\_ Company: \_\_\_\_\_

Email/phone: \_\_\_\_\_

2.3. Name: \_\_\_\_\_ Company: \_\_\_\_\_

Email/phone: \_\_\_\_\_

3. COMMENCEMENT OF WORK UNDER A SOW AGREEMENT

3.1. Commencement of work as a result of the SOW-RFP process shall be initiated only upon issuance of a fully executed SOW Agreement and Purchase Order.

4. SOW AGREEMENTS

4.1. If selected, the Contractor will sign an SOW Agreement with the Contracting Agency to provide the deliverables set forth in its response and at prices agreed by the Contracting Agency. Minimum support levels set forth in this SOW RFP and terms, and conditions from the Master Agreement, including Attachment C thereto, will become part of each SOW Agreement. Each SOW Agreement will be subject to review throughout its term. The Contracting Agency will consider cancellation of each SOW Agreement, as well as the Master Agreement, upon discovery that the Contractor is in violation of any portion of the Master Agreement or an SOW Agreement, including an inability by the Contractor to provide the products, support, and/or service offered in its response. Each SOW Agreement shall specify the term of the Agreement.

ACKNOWLEDGEMENT OF ADDENDUMS (IF APPLICABLE)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## ATTACHMENT D2

### STATE OF VERMONT STATEMENT OF WORK AGREEMENT

(NOTE: Text that appears in orange letters is instructive only and should be deleted from the final SOW-Agreement. Text in yellow highlighting must be updated or deleted. Utilize or delete paragraphs as appropriate to the agreement. Text that appears in black letters should be included in the agreement as is.)

SOW-AGREEMENT # [REDACTED]  
SOW-RFP PROJECT TITLE [REDACTED].  
PRE-QUALIFICATION CONTRACT # [REDACTED] ("Master Agreement")

This is a Statement of Work Agreement ("SOW Agreement") between the State of Vermont, [CONTRACTING AGENCY] (hereafter called "State") and [REDACTED], with principal place of business at [REDACTED], (hereafter called "Contractor"). The parties acknowledge and agree that all of the terms and conditions of the Master Agreement are hereby incorporated by reference into this SOW Agreement. This SOW Agreement supplements the Master Agreement only as to the below provisions that define project scope of work. Any other provisions, including those purporting to create any additional State obligation, or those that would in any way alter or qualify any term or condition of the Master Contract, shall be deemed null and void. For purposes of this SOW Agreement, the terms and conditions of the Master Agreement shall take precedence and supersede in the event of any ambiguity, conflict or inconsistency with the provisions in this SOW Agreement, including any attachments hereto.

#### 1. Time for Performance

- 1.1. The term of this SOW Agreement shall begin on \_\_\_\_\_ and end on \_\_\_\_\_ (the "Initial Term"). The Initial Term may be extended as the parties may agree. The State may terminate this SOW for convenience upon thirty days prior written notice to the Contractor. If the Master Agreement should expire or otherwise terminate prior to the end of the term of this SOW Agreement, this SOW Agreement shall continue to the end of its existing term, unless or until terminated in accordance with the terms of this SOW Agreement, and the Parties acknowledge and agree that the terms of the Master Agreement shall survive and apply to this SOW Agreement.

#### 2. Termination for Convenience

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

#### 3. Statement of Work

- 3.1. The Contractor shall, in full satisfaction of the specific requirements of this SOW Agreement,



provide the services set forth herein. These services shall be provided in accordance with the Master Agreement and this SOW Agreement.

**3.2. In Scope:** (Copy and Paste Statement of Work Description and Deliverables from Attachment D1)

## PAYMENT PROVISIONS

1. The maximum amount payable under this SOW Agreement is \$                     . Payments of invoices shall be made in accordance with the payment provisions in the Master Agreement as further supplemented herein.
2. Contractor shall submit invoices to:  
  
State of Vermont, Agency/Dept.  
Attn: (Name of the Project Manager)  
Address of Agency/Department requiring work
3. **Invoices shall include the SOW Agreement # and Master Agreement # which appear atop the first page of this SOW Agreement.**
4. (Delete or revise as needed) The State shall withhold 10% of each payment as retainage. Upon completion of the SOW Project in accordance with the prescribed project timeline, and to the satisfaction of the State, Contractor may submit a single invoice for the amount of retainage.
5. **REQUIRED CONTRACTOR CERTIFICATIONS**

- 5.1. Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this SOW 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.
- 5.2. Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this SOW Agreement is signed, neither Contractor nor Contractor'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.

Contractor further certifies under pains and penalties of perjury that, as of the date this SOW Agreement is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>.

- 5.3. Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor certifies that it is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS SOW AGREEMENT.**

**Insert SOW contractor Name**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF VERMONT, **Insert Requesting Agency or Department name**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

ATTACHMENT D3

**STATE OF VERMONT  
STATEMENT OF WORK AMENDMENT**

(NOTE: Text that appears in orange letters is instructive only and should be deleted from the final SOW-Amendment. Text in yellow highlighting must be updated or deleted. Utilize or delete paragraphs as appropriate to the amendment. Text that appears in black letters should be included in the amendment as is.)

SOW-AGREEMENT # \_\_\_\_\_ Amendment No. \_\_\_\_\_  
PRE-QUALIFICATION CONTRACT # \_\_\_\_\_ ("Master Agreement")

This is a Statement of Work Agreement Amendment between the State of Vermont, [CONTRACTING AGENCY] ("State") and \_\_\_\_\_, with principal place of business at \_\_\_\_\_, ("Contractor"). This SOW Agreement Amendment is entered into in accordance with the above-identified Master Agreement and the SOW Agreement, as well as any amendment(s) thereto. The parties acknowledge and agree that all of the terms and conditions of the Master Agreement are hereby incorporated by reference into this SOW Agreement Amendment. This SOW Agreement Amendment supplements the Master Agreement only as to the below provisions that define project scope of work. Any other provisions, including those purporting to create any additional State obligation, or those that would in any way alter or qualify any term or condition of the Master Contract, shall be deemed null and void. For purposes of this SOW Agreement Amendment, the terms and conditions of the Master Agreement shall take precedence and supersede in the event of any ambiguity, conflict or inconsistency with the provisions in this SOW Agreement Amendment, including any attachments hereto. Pursuant to this SOW Agreement Amendment, the SOW Agreement is amended as follows:

(remove/expand/revise the below amendment items, as applicable)

1. **Time of Performance.** The SOW Agreement end date, wherever such reference appears in the SOW Agreement, shall be changed from OLD SOW END DATE to NEW SOW END DATE.
2. **Maximum Amount.** The maximum amount payable under the SOW Agreement, wherever such reference appears in the SOW Agreement, shall be changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_, representing an increase / a decrease of \$ \_\_\_\_\_.
3. **Scope of Work.** The scope of work is amended as follows:
  - 3.1. **EXAMPLE:** Section ## is amended by the addition of the following requirements [OR] Section ## is hereby deleted in its entirety and replaced as set forth below:
4. **Payment Provisions.** The payment provisions are amended as follows:
  - 4.1. **EXAMPLE:** Section ## is amended by the addition of the following requirements [OR] Section ## is hereby deleted in its entirety and replaced as set forth below:

## 5. REQUIRED CONTRACTOR CERTIFICATIONS

- 5.1. **Taxes Due to the State.** Contractor certifies under the pains and penalties of perjury that, as of the date this SOW Amendment 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.
- 5.2. **Certification Regarding Suspension or Debarment.** Contractor certifies under the pains and penalties of perjury that, as of the date this SOW Amendment is signed, neither Contractor nor Contractor'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.

Contractor further certifies under pains and penalties of perjury that, as of the date this SOW Amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>.

- 5.3. **Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs).** Contractor certifies that it is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

This document consists of [ ] pages. Except as modified by this SOW Amendment No. [ ], all provisions of the SOW Agreement remain in full force and effect.

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS AMENDMENT TO THE SOW AGREEMENT.**

Insert Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF VERMONT, Insert Requesting Agency/Dept

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

