

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 **Donahue Company dba Donahue Window Cleaning**, with a principal place of business in Charlotte, VT (the "Contractor") that the contract between them originally dated as of December 15, 2021, Contract # 43127, 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 December 14, 2023 to December 14, 2025.
- II. **Attachment B, Payment Provisions**. The payment provisions are amended as follows:
Section 3 of Attachment B is amended by the addition of the following requirements.
 3. In consideration of the services performed by Contractor, the State shall pay Contractor in accordance with the following schedule of rates. These rates are inclusive of all fees and expenses including mileage and travel time:

Job Title	Hourly Rate	Hourly rate for off-hours, weekends, holidays
Window Cleaner Jobsite Supervisor	\$99.64	\$149.46
Window Cleaner	\$78.44	\$117.66

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. 1, all provisions of the Contract remain in full force and effect.

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

STATE OF VERMONT

**DONAHUE COMPANY DBA DONAHUE
WINDOW CLEANING**

By: _____

By: _____

Name: Jennifer M.V. Fitch

Name: _____

Title: Commissioner - Buildings and
General Services

Title: _____

Date: _____

Date: _____

1. **Parties.** This is a contract for services between the State of Vermont, Department of Buildings and General Services (hereinafter called "State"), and Donahue Company dba Donahue Window Cleaning, with a principal place of business in Charlotte, VT, (hereinafter called "Contractor"). Contractor's form of business organization is corporation. 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 Janitorial services. Detailed services to be provided by Contractor are described in Attachment A.
3. **Contract Term.** The period of contractor's performance shall begin on December 15, 2021 and end on December 14, 2023. This contract can be extended up to one (1) additional 24-month period with mutual agreement between both parties.
4. **Entities Authorized to Use This Agreement.** This Contract may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a "State Purchaser") according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an "Additional Purchaser"). State Purchasers and Additional Purchasers are also referred to herein as a "Purchasing Entity" or "Purchasing Entities". Issues concerning eligibility to purchase under this Agreement are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Contract are consistent with its procurement policies and regulations.
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. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

a. **For the Contractor:**

Name: Raina M. Donahue
Phone: 802-272-8567
Email: donahuewindowcleaning@gmavt.net

b. **For the State:**

Name: James Meyers
Phone: 802-249-7275
Email: james.meyers@vermont.gov

9. **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 (12/15/17)

Attachment D - General Conditions for Construction Contracts (5/22/19)

Attachment D1 - Sample Statement of Work RFP (SOW-RFP) and Price Proposal Form

Attachment E - Security Requirements for Correctional Facilities, Courthouses, and Public Safety Buildings and Sample Background Clearance Forms

Attachment F - SEP Project Funds Sample Forms

Attachment G - BGS Maintenance District Map

10. **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 Contract Provisions for Contracts and Grants)
- (3) Attachment D - General Conditions for Construction Contract
- (4) Attachment E - Security Requirements for Correctional Facilities, Courthouses, and Public Safety Buildings and Sample Background Clearance Forms
- (5) Attachment A - Statement of Work
- (6) Attachment B - Payment Provisions
- (7) Attachment D1 - Sample Statement of Work RFP and Price Proposal
- (8) Attachment F - SEP Project Funds Sample Forms
- (9) Attachment G - BGS Maintenance District Map

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: _____

Signature: _____

Name: Jennifer M.V. Fitch

Title: BGS Commissioner

By the Contractor:

Date: _____

Signature: _____

Name: _____

Title: _____

ATTACHMENT A – STATEMENT OF WORK

Contractor shall provide all labor, materials and equipment necessary to satisfactorily complete Janitorial Services as identified below.

Contractor shall provide:

- 1.1. This Contract may be utilized for Janitorial Services on an as-needed basis. Projects are not to exceed \$30,000.00, including all costs associated with the individual project, such as labor, material, equipment, etc.
- 1.2. All Contractor work performed under this contract shall be planned and scheduled by Project Managers. The Project Manager will work closely with both Contractor and the Agency/Department requiring the work, and will approve all invoices for work completed under this Contract.
 - If the Contractor is selected to perform work on a project, BGS will issue a Purchase Order (PO) will be issued with a project Statement of Work and the Project Manager shall provide a PO number to the Contractor to reference on their invoice for services completed under that specific work assignment.
 - The resultant Purchase Order will be administered by the issuing Agency/Department.
- 1.3. Contractor's typical working hours under this Contract will range between 6:00 AM and 5:00 PM, Monday through Friday, but occasions may arise which would require work to be performed before or after these hours, on weekends, or holidays. The typical working hours may vary by the type of facility or the operational needs of the Agency/Department where work is being performed, and will be established at the beginning of each project.
- 1.4. Contractor shall notify the Project Manager of any maintenance related issues that are discovered while performing work.
- 1.5. All unclaimed work articles found in or about the work area by the Contractor shall be turned in immediately to the Project Manager, with the location where the article was found.
- 1.6. Contractor acknowledges that security procedures in some State buildings require a background clearance be performed on any contractor working inside the building, prior to beginning work. Projects at Correctional Facilities, Courthouses, and Public Safety buildings may all require clearances.
- 1.7. Contractor shall secure and pay for any permits and inspections required by the authorities having jurisdiction, or for warranty purposes. Contractor shall ensure that any inspections are made by the appropriate State or local authority having jurisdiction, or manufacturer from which the warranty will be issued.
- 1.8. Subcontractors, if required, shall be approved in writing by the Project Manager prior to performing work as part of the contract.
- 1.9. SITE SUPERVISION:
 - 1.9.1. Contractor shall provide adequate supervision of his employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract. Contractor shall have a responsible supervisor on the job at all times when the work of the contract is being carried out.
 - 1.9.2. Contractor's site supervisor shall be responsible for communication with the State's representatives and shall meet with the Project Manager at the site on a weekly basis to discuss project status, including any problems, ideas, or concerns related to the project work.

- 1.9.3. Contractor and its employees shall be subject to all applicable State and Federal statutes and regulations for the conduct of personnel.

1.10. WORKMANSHIP AND MATERIALS:

- 1.10.1. Contractor shall furnish all supervision, labor, transportation, materials, tools and equipment necessary to satisfactorily complete the service in a manner consistent with the Statement of Work
- 1.10.2. The Contractor guarantees that all materials shall be of the best quality, that all work shall be done in a professional manner. All supplies shall be consistent with Administrative Policy 032 which can be found at <http://bgs.vermont.gov/commissioner/adminpolicies/0032>
- 1.10.3. Contractor shall ensure that all supplies, equipment and machines shall be kept free of traffic lanes or other areas that may be hazardous. Contractor shall further ensure that all dirt and debris resulting from the work under this contract shall be disposed of at the end of each day or at the completion of work in each building.
- 1.10.4. Contractor shall, at no additional cost to the State, repair furnishings, equipment, facilities or other property of the State damaged by Contractor, its officers, employees, agents, contractors, subcontractors and invitees. Contractor acknowledges that the determination of the need for, and extent of, any repair work shall be made at the sole discretion of the Project Manager.
- 1.11. In the event of Contractor default, the State may procure the services, materials and/or supplies from other sources and hold Contractor responsible for any excess cost occasioned thereby, provided that, if public necessity requires the use of services, materials and/or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
- 1.12. Types of Janitorial Services contractor shall provide:
Window Cleaning, Pressure Washing, Glass Stain Removal/Restoration
- 1.13. Maintenance Districts your company shall provide service in:
Montpelier/Barre/Berlin (District 1)
Waterbury/Hyde Park/Middlesex (District 2)
Northwest (District 3)
Northeast (District 4)
Southwest (District 5)
Southeast (District 6)

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. 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. In consideration of the services performed by Contractor, the State shall pay Contractor in accordance with the following schedule of rates. These rates are inclusive of all fees and expenses including mileage and travel time:

Job Title	Hourly Rate	Hourly rate for off-hours, weekends, holidays
Window Cleaner Jobsite Supervisor	\$94.00	\$141.00
Window Cleaner	\$74.00	\$111.00

4. Contractor Material Mark-up: The State will not consider any contractor's material mark-up exceeding 10%.
5. The State will not consider an mark-up exceeding 5% by the contractor, on any work performed by subcontractors.
6. 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.
 - a. Work required during weekends, holidays, or outside of the typical working hours described in Attachment A section 1.3, shall be entitled to a rate increase. Any rate increase shall be identified on the Price Schedule.
 - b. Services may be issued on a time and materials basis or a fixed price. The following information is required on all invoices:
 - All invoices must include the Contract # and numbered invoice for this contract;
 - Time frame indicated of when work was performed;
 - Copy of quote originally submitted;
 - The agreed to markup for profit and overhead unless a previously agreed to billing schedule was approved in the contract;
 - Certification that the contractor has no ownership (majority or minority) in any subcontractor they claim for profit and overhead;

- Provide supporting documentation of material costs, in accordance with the percentage specified in the contract. This supporting documentation is required for verification.
- c. For projects billed on a Time & Materials basis, the following additional information must be included:
- Invoices shall include description of work, # of hours worked if applicable, including copies of time sheets and a certified payroll following the USDOL form (or comparable);
 - Copies of original receipts for all materials purchased or costs incurred as a result of the scope of work;
7. 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. Invoices shall be submitted to the State at the following address:
- State of Vermont Department of Buildings and General Services
Attn: Kevin Henderson
133 State Street, 5th Floor
Montpelier, VT
05633-5801
8. Upon mutual agreement of both parties the State may elect to extend terms for up to one (1) additional 24-month period. If the option to renew is agreed upon by both parties, any cost adjustment shall be increased or decreased per the Consumer Price Index for All Urban Consumers (CPI-U) for the previous twenty-four (24) months and adjusted through an executed contract amendment.

**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)
PROJECT NAME

(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.)

Construction Service Category: XXXXXXXXXX

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 Purchase Order (PO) which will outline all SOW requirements.

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, mail or in person to: EMAIL ADDRESS OF STATE PROJECT MANAGER.

3. PRE-BID MEETING: (optional)

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. Prior Experience with this type of work (optional, if specialized, include requirement in SOW)

5.2.1.3. Ability to meet completion dates in proposed project schedule (must include schedule/completion date in SOW)

6. SCOPE OF WORK/PROJECT REQUIREMENTS:

6.1. Describe project requirements in detail. (Under no circumstance should a SOW be developed, or a SOW RFP be released, where the deliverables are not quantified or the criteria for acceptance are not defined. Be clear and concise. The deliverables identified here should be directly tied to payment provisions)

7. CHANGE ORDERS

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 may require an amendment to the SOW Agreement.

8. SUBCONTRACTORS (if being used)

8.1. Identify all proposed subcontractors and their full roles that may be involved completing the Scope of Work. No work shall be subcontracted without knowledge of and approval by the State.

9. REQUIRED PRICE PROPOSAL RESPONSE

9.1. 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)

9.2. For Time and Materials, the pricing proposal must include estimated effort hours, hourly rate

for proposed personnel, projected timeline, NTE amount, and completion date. (Remove if not Time and Materials agreement)

10. INVOICING AND PAYMENT

10.1. 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.

SAMPLE

**STATE OF VERMONT
PRICE PROPOSAL FOR SOW-RFP FOR
PROJECT NAME, TOWN, VERMONT**

PRICE PROPOSAL: \$ _____

COMPLETION DATE: _____

ACKNOWLEDGEMENT OF ADDENDUMS (IF APPLICABLE)

1. _____
2. _____
3. _____

COMPANY NAME: _____

NAME: _____

SIGNATURE: _____

DATE: _____

COMMENCEMENT OF WORK UNDER A SOW AGREEMENT

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

ATTACHMENT E: SECURITY REQUIREMENTS

SECTION 01900

SECURITY REQUIREMENTS – CORRECTIONAL FACILITIES

PART 1 - GENERAL REQUIREMENTS

1.1 Related Documents

- A. All sections of Division 1.
- B. Examine all drawings and all other Sections of the Specifications for requirements therein affecting the work of this Section. Work shall be coordinated with other trades prior to installation to prevent interference and relocations.

1.2 Security Clearances

- A. The General Contractor is to supply the Department of Corrections with full names, dates of birth, and social security numbers of all employees who will be on site. This information must be submitted a **minimum of two (2) weeks prior to access to the site**. The Department of Corrections has final word on who will be permitted access to the site. A form for this purpose is attached for your use.
- B. Exclusionary Criteria: Only convictions within the last five (5) years will be considered.
 - a. Drug Conviction
 - b. Domestic Assault
 - c. Aggravated Assault
 - d. Escape from Custody

These need to be new convictions. Furlough violations, technical parole violations or probation violations do not factor in.

1.3 Contractor and Employee Security Precautions

- A. The security aspects of working at the Correctional Facility are critical. The following security precautions are part of the site conditions and are a part of this Contract. All persons coming on the site in any way connected with this Work shall be made aware of them, and it is the (General) Contractor's responsibility to check and enforce them.
 - 1. Parked vehicles must have their keys removed and doors locked. Under no circumstances will firearms, drugs, or alcohol be kept in vehicles.
 - 2. No firearms, bows and arrows, etc., are allowed on any persons or in any vehicles. Any weapons found will be confiscated and will not be returned.
 - 3. No alcohol or drugs are allowed on facility grounds (medication exempted by permission only). If drugs or alcohol are found on persons in vehicles, persons involved will be barred from working at this facility or any other State correctional facility for a period of up to one year. Violators will be prosecuted for illegal substances.
 - 4. No tobacco products or cell phones are allowed within the secured perimeter.

5. When necessary for employees to enter secure portions of the Facility, they may be subject to search and inventory of tools.
6. Workers will not engage in conversation or be in proximity with inmates, nor do or agree to do any personal requests or favors for any inmate.
7. All tools must be either in use, locked up, or removed from the site. Any tools found unattended will become the property of the Department of Corrections.
8. If any tools, or portions of tools such as hacksaw blades, are lost or misplaced, the disappearance shall be brought to the attention of the Director of Security at the facility immediately.
9. Any trailers left on site must be locked each night.
10. Regular working hours are from 7:00 a.m. to 4:30 p.m., Monday thru Friday. However, if agreed upon with Correctional Facility staff, the Contractor's working hours may be changed from those referenced above. A security guard will be available to assist contractor's personnel, equipment and vehicles through the trap.
11. If an accident occurs on State property, a written report must be submitted to the Chief of Security.

END OF SECTION 01900



VERMONT DEPARTMENT OF CORRECTIONS

WAIVER FOR CRIMINAL RECORD AND BACKGROUND VERIFICATION

--- BGS to fill-in this section before giving the form to the contractor ---

Project:	Facility:
BGS Project Manager:	e-mail:

Submission Instructions: Completed form and a copy of a **current government issued photo ID** shall be **submitted directly to Al Cormier** at the address below. If this form is not filled out entirely the record check will not be done. Contractors MUST e-mail the BGS project manager separately with **only** the names being submitted to DOC before the record check will be done. Do NOT send clearance forms to BGS.

Company Name:		
Applicant Name:		
Alias/Maiden/Other Names:		
Social Security Number:		Date of Birth:
Place of Birth:		
	City/Town	State Country
Current Residence:		
	# and Street	City/Town State/Country
Previous Residence:		
	# and Street	City/Town State/Country
Telephone Number:	Hgt:	Wgt: Race/Sex:

RELEASE

I, _____, hereby acknowledge and authorize the Vermont Department of Corrections to conduct a check of any criminal record of convictions which may be maintained by the Vermont Criminal Information Center and the FBI. I understand that the results of that check will be made available to the Department of Corrections for use in reviewing my suitability for working within a Department of Corrections facility. I further understand that I have the right to appeal the results of the criminal record check to the Vermont Criminal Information Center, Department of Public Safety, 45 State Drive, Waterbury, Vermont 05671-1300.

Signature of Applicant

Date

Identity Verified by Construction Company

Date

e-mail completed form to:

Al Cormier
Department of Corrections
NOB 2 South
280 State Drive
Waterbury, VT 05671-2000
alan.cormier@vermont.gov

SECTION 01901

SECURITY REQUIREMENTS - COURTS

PART 1 - GENERAL REQUIREMENTS

1.1 Related Documents

- A. All sections of Division 1
- B. Examine all drawings and all other Sections of the Specifications for requirements therein affecting the work of this Section. Work shall be coordinated with other trades prior to installation to prevent interference and relocations.

1.2 Security Clearances

- A. The General Contractor is to supply the Court with names, dates of birth, and social security numbers of all employees who will be on site. This information must be submitted one (1) week prior to access to the site. The Court has final word on who will or who will not be allowed on the project premises.

1.3 Contractor and Employee Security Precautions

- A. As the project site is an operational Court, the Contractors must take the following security precautions.
- B. Parked vehicles must have their keys removed and doors locked. Under no circumstances will firearms, drugs, or alcohol be kept in vehicles.
- C. No firearms, illegal drugs, or alcohol will be allowed on premise. Violators will be prosecuted.
- D. When necessary for employees to enter secure portions of the Facility, they may be subject to search and inventory of tools.
- E. Employees are to avoid fraternizing with the public while in the facility.
- F. All tools must be either in use, locked up, or removed from the site. Any tools found unattended will become the property of the Courts.
- G. If any tools, or portions of tools such as hacksaw blades, are lost or misplaced, the disappearance shall be brought to the attention of the Director of Security at the facility immediately.

END OF SECTION 01901

BY SIGNING BELOW I UNDERSTAND THAT A ROUTINE CRIMINAL
RECORD CHECK WILL BE PERFORMED IN ACCORDANCE WITH THE BGS
SECURITY DEPARTMENT REGULATIONS.

THE VERMONT JUDICIAL BRANCH REQUIRES BACKGROUND CLEARANCE
FOR WORKING WITHIN COURTHOUSES AND JUDICIAL FACILITIES.

PRINT NAME: _____

AUTHORIZING

SIGNATURE: _____

DATE OF BIRTH: _____

SSN: _____XXX-XX-_____ (LAST 4 DIGITS)

CONTRACTOR: _____

PROJECT: _____

BGS PROJECT MGR _____

PLEASE SEND COMPLETED FORM TO:

Robert Schell

Security and Safety Program Manager

Office of the Court Administrator

Vermont Supreme Court

109 State Street

Montpelier, VT. 05609-0701

DEPARTMENT OF PUBLIC SAFETY

Once the contractor has been selected any members they have on site and that includes sub contractors must complete the attached form. The Vermont Criminal Information Center (VCIC) section of Public Safety **MUST** have these forms 2 weeks prior to the contractor starting work or appearing on site to start work. Any employee or sub-contractor that has not had this completed on them will not be authorized to work there or enter the site/building.

David Tifft
Fleet Administrator
Vermont Dept of Public Safety
394 Hegeman Avenue
Colchester, VT 05446
802-655-0748
David.Tifft@state.vt.us



Vermont Department of Public Safety

Building Access Request/Security Clearance/Signature Form

Please note: Applicant completes yellow sections. Supervisor completes pink section. Leave green section blank.

PERSONAL REQUIRED INFORMATION – Please fill out completely

Last Name		First Name		MI	Maiden/Alias Name	DOB (yyyy-mm-dd) _/_/
Employee #	Job Title	Department:	Division:	Work Location:	<input type="checkbox"/> Civilian <input type="checkbox"/> Sworn	
Date of Hire (yyyy-mm-dd) _/_/		Other states/countries in which you have lived:				
EMPLOYMENT STATUS: <input type="checkbox"/> Permanent <input type="checkbox"/> Part-Time <input type="checkbox"/> Retired <input type="checkbox"/> ID Only (no door access)		CARD TYPE: <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Cancellation		Last 4 Digits of SSN: XXX-XX-____		
Comments:						
Race	Height	Weight	Eye Color	Hair Color	Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	

APPLICANT'S SIGNATURE

A faxed or photocopy of this consent form serves as an original copy.

By my signature below, I am asserting that the information above is accurate.

Furthermore, by my signature below, I consent to the process of a criminal history and vehicle records check by the Vermont Department of Public Safety. I understand that continued employment or work authorization may be denied as a result of such record checks.

With regard to criminal history information, I understand that I have the right to appeal the results of the criminal record check to the Vermont Criminal Information Center, Department of Public Safety, 103 South Main Street, Waterbury, Vermont, 05671-2101.

Applicant's signature (Please use felt pen in signature block to the right.)

→ → →

Date: _____

← ← ←

AUTHORIZED BUILDING ACCESS

- ☐ All VSP Buildings/All Real Estate Except Evidence Rooms (Default for sworn personnel)
☐ Work Place Only (Default for civilian personnel)
☐ Additional Access Requested – List Below (Requires supervisory approval):

(Supervisor's signature)

(Supervisor's printed name)

(Date)

CRIMINAL RECORD CHECK CONSENT FORM - CONFIDENTIALITY STATEMENT

Criminal record information from the Vermont Criminal Information Center is being released to the undersigned with the understanding that the information will be used solely for the purpose intended by law and will not be disclosed to any person. Unauthorized dissemination or use of criminal records is punishable by a fine of up to \$5,000 (20 V.S.A. §2056c(g)).

(Reviewer's signature)

(Reviewer's printed name)

(Date)

Purpose of Check:

- ☐ Employment
☐ Contractor
☐ Building Security

Card Type(s):

- ☐ BGS Card
☐ Westinghouse

Process Checks:

- ☐ User received card(s)?
☐ Submitted to BGS on _/_/_/
☐ BGS Activated Card on _/_/_/
☐ User returned old card(s)?
☐ Old Card(s) deactivated?

New ID Card Number(s):

RF₁ _____

RF₂ _____

Old ID Card Number(s):

RF₁ _____

Contractor's EEO Certification Form: CA-109:**CONTRACTOR'S EEO CERTIFICATION FORM**

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

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

_____	_____	_____
Company	By	Title

Date		

NOTE: The above certification is required by the Equal Employment Opportunity regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt.) Currently, Standard Form 100 (EE0-1) is the only report required by the Executive Orders or their implementing regulations.

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

Debarment and Non-Collusion Affidavit: CA-91:

I _____, representing

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

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

_____ (Project Name)

_____ Project located on _____
(Project Number) (Route or Highway)bids opened at _____
(Town or City)Vermont on _____, 2013.
(Date)

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

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

Sworn to before me this _____

_____ day of _____, 2013. _____ L.S.
(Name of Individual, Partnership or Corporation)_____ L.S.
(Signature of Official Authorized to Sign Contracts)_____ L.S.
(Notary Public) (Name of Individual Signing Affidavit)(My commission expires _____) _____ L.S.
(Title of Individual Signing Affidavit)

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

EXCEPTIONS:

ATTACHMENT G

