

STATE OF VERMONT
AGENCY OF NATURAL RESOURCES
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

WASTE MANAGEMENT DIVISION
103 South Main Street / West Building
Waterbury, VT 05671-0404
802-241-3888

REQUEST FOR PROPOSALS
Targeted Brownfield Assessments

DATE: November 16, 2009

PROPOSALS DUE BY: December 18, 2009

CONTRACT AWARDED BY: January 18, 2010

PURCHASING AGENT: Matthew Becker

TELEPHONE : (802) 241-3449

E-MAIL: matthew.becker@state.vt.us

FAX: (802) 241-3296

PROPOSAL INSTRUCTIONS

All proposals must be addressed to the State of Vermont, Department of Environmental Conservation, Waste Management Division, 103 South Main Street / West Building, Waterbury VT 05671-0404.

All bidders are hereby notified that proposals must be in the office of the Vermont Department of Environmental Conservation, Waste Management Division by the close of business (4:30pm) of the proposal due date (December 18, 2009). Bidders are cautioned that it is their responsibility to originate the sending of proposals in sufficient time to insure receipt by the Waste Management Division by the proposal due date. Hand carried proposals shall be delivered to the Waste Management Division office prior to the proposal due date. Proposals not in possession of the Waste Management Division by the close of business of the proposal due date will not be considered.

The Waste Management Division may, for cause, change the date and/or time of the proposal due deadline. If a change is made, the State will make a reasonable effort to inform all bidders. Bid results may be requested in writing and are available once an award has been made.

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COMPANY NAME _____
STREET ADDRESS _____
POSTAL ADDRESS _____
CITY, STATE, ZIP _____
COUNTRY _____

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

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

VERMONT TAX CERTIFICATE

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

Delivery Offered 60 Days After Notice of Award

Terms of Sale _____

Quotation Valid for 30 Days Date: _____

Telephone Number: _____ Fax Number: _____

Name of Company: _____

Federal Identification Number: _____

E-mail address: _____

By: _____

Signature (Proposal Not Valid Unless Signed)

Name: _____ (Type or Print)

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A. INTRODUCTION

The State of Vermont Agency of Natural Resources Department of Environmental Conservation (DEC), requests formal written proposals and qualifications from consultants to supply environmental site investigation services to the DEC at hazardous waste sites located throughout the State of Vermont. The Vermont Brownfield Response Program (RP 97151301) has received funding through the USEPA State and Tribal Response Program Grants for this contract.

B. CONTACT

All communications concerning this Request for Proposals (RFP) are to be addressed to the attention of:

Matthew Becker
Department of Environmental Conservation
Waste Management Division
103 South Main Street / West Building
Waterbury VT 05671-0404
FAX: 802-241-3449
E-mail: matthew.becker@state.vt.us

C. GENERAL SPECIFICATIONS

The DEC is requesting proposals for the performance of general environmental services in order to streamline the process of conducting environmental site assessments and investigations in cases where the VTDEC is acting as the lead agency. See Section D (SCOPE OF SERVICES) below for a complete description of the services being sought.

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

The DEC anticipates signing contracts with up to four firms under the terms of this RFP. This will allow us to select the most appropriate contractor for a specific job based upon

cost, location, availability, and services provided under the terms of the contract. The contract limit will be \$200,000 per contract. Contract duration will be from January 18, 2010 to September 30, 2010, with an option to extend the contract for another year.

The DEC shall contact the contracted firms when state lead investigation work is required at a site. Based upon previous experience, the DEC anticipates that each contractor shall perform from 3 to 5 site investigations in the contract period. However, it is possible that a contractor would conduct no state lead site investigations during the contract period.

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

The DEC reserves the right to solicit contractors for site investigation work through the normal competitive bid process in cases where it is deemed appropriate.

D. SCOPE OF SERVICES

In general, the contractor shall perform site investigations in accordance with the current VTDEC Site Investigation Guidance http://www.anr.state.vt.us/dec/wastediv/sms/pubs/SI_Procedures.pdf. Reports not meeting the minimum requirements of this guidance will not be accepted as submissions, and will be returned. All work products (workplans, reports, quality assurance plans, data sets, databases, etc.) will be submitted to the VTDEC. Details on specific site investigation activities are described below.

Phase I Environmental Site Assessment

The preliminary site evaluation shall provide an estimate of the potential impact of the site on human health and the environment and shall comply with ASTM Phase I E 1527 05 or EPA "All Appropriate Inquiry" requirements. Preliminary site evaluation work includes: identification or verification of the site owner(s) and operator(s) who are potentially responsible for the contamination; history of property ownership and use; determination of the nature and estimate of the quantity of hazardous substance(s) released at the site; an inventory of hazardous substances present or in use at the site; accurate location of a site on a USGS quadrangle map; file searches at state and local agencies for information about the site; a well search to determine the water supply wells (both public and private) in the area which may be at risk (including the identification of Public Water Source Protection Areas); a receptor assessment to determine potentially affected sensitive receptors (surface water, wetlands, groundwater supplies, indoor air); a determination of regional geology, hydrogeology, and atmospheric characteristics of the site area; and recommendations for further investigation.

Site Specific Quality Assurance Project Plan (QAPP)

Performance of site investigations requires the contractor to prepare a QAPP in conformance with EPA guidance for brownfield related quality assurance requirements, as specified in <http://www.epa.gov/region01/lab/qa/pdfs/PlanDocBrownfields.pdf>.

Site Specific Health and Safety Plan (HASP)

Performance of the site investigation requires the contractor to prepare a site specific Health and Safety Plan which complies with the requirements of 29 CFR 1910.120.

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

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

Work Plan Development / Site Specific Cost Estimate

Site investigation activities require the preparation of a site investigation work plan, which describes in detail the conduct of the investigation. The activities performed during the investigation should be selected to achieve the goals stated below (see **Site Investigation**). The work plan will be submitted to and approved by the Sites Management Section (SMS) site manager prior to the start of on-site work.

The site investigation work plan will include a cost estimate and schedule for the investigation. The work plan must be approved by the SMS prior to the start of the investigation.

Phase II Site Investigation

A Targeted Brownfield Assessment site investigation shall be performed to determine the type, sources, degree and extent of contamination at a site, and to collect the required data for development of a remedial plan. The contractor shall be capable, at a minimum, of performing the following site investigation activities:

- Site surveys (may include physical features, geological features, geophysical surveys, soil gas surveys);
- Site plan and location map preparation (including GPS location of the site [latitude/longitude, 5-meter accuracy]), surface and subsurface features, groundwater level contours, contaminant compound-specific isoconcentration contours, site specific geologic maps);

- Identification of actual and potential hazardous waste sources;
- Installation of monitoring wells, piezometers, test pits or other exploratory techniques for site evaluation (including direct-push technology);
- Collection and analysis of soil, soil vapor, sediment, water and air samples to determine type, degree, and extent of contamination. The contractor shall indicate their ability to perform low flow sampling;
- Determination of site specific geologic and hydrogeologic characteristics (including collection of core samples, soil characterization tests, vapor pump tests, aquifer pump tests, slug tests, geophysical surveys, fracture trace analysis);
- Determination of receptors impacted or threatened by contamination (including collection of air, soil and water samples from receptor sites);
- Determination of exposure to released contaminants (including indoor air vapor surveys, packer tests);
- Ability to provide field screening and field analytical services. Examples of techniques that may be required are photoionization detector, explosimeter, %O₂-LEL meter, gas chromatograph, immunoassay, field laboratories, and detector tubes.
- Contractors will have their Standard Operating Procedures for sample collection made available to the State upon request.

Final Report

The Final Report shall meet all of the requirements of the current VTDEC Site Investigation Procedure document (available on the internet at http://www.anr.state.vt.us/dec/wastediv/sms/pubs/SI_Procedures.pdf). The following laboratory quality control data shall be included with each analytical test results report, or made available upon request:

- Sample collection, extraction (if applicable), and analysis dates; Compound-specific practical quantitation limits;
- For organics, the results of surrogate spikes and matrix spikes (reported as percent recoveries), and lab duplicates (reported as relative percent difference);
- For metals, the results spikes (reported as percent recoveries) and lab duplicates (reported as relative percent difference);
- For soils and sediments, the percent moisture must be reported, and the report must specify if the results are on a dry-weight basis or a wet-weight basis; and
- Identification of quality control data which falls outside of the acceptable range for the applicable method of analysis.

Corrective Action/ Remedial System Design and Cost Estimate

The contractor shall be able to develop and implement immediate short-term corrective measures at a site if necessary. These measures include both simple actions (such as removal and disposal of free product, placement of absorbent pads and booms) and more complex projects such as the design, installation and operation of interim remedial systems (e.g. vapor extraction systems, interception and or recovery wells).

The contractor shall also be able to recommend and design appropriate measures or projects for site remediation. The recommendations of appropriate risk management and site remediation

measures shall be presented in a Corrective Action Feasibility Investigation (CAFI) report. The CAFI shall make cost and technical comparisons that will consider the rededication of the property to residential use. A cost estimate for each feasible strategy will be part of the CAFI report.

NOTE: The design of remedial systems is a "Professional Engineering Service" as defined in 26 V.S.A. §1161 and must be performed by a Vermont Licensed or Registered Environmental Professional Engineer as required in 26 V.S.A. § 1162.

Miscellaneous Consultant Services

The Agency may from time to time require consultant services not specified in the work descriptions above (e.g. expert testimony, report preparation on special topics). The contractor shall be available for performing these miscellaneous services.

E. PROJECT SCHEDULE

- The Preliminary Site Evaluation (Phase I ESA/AAI) work plan shall be delivered to the SMS within two weeks of issuance of the Order to Proceed from the site manager.
- The contractor shall conduct the on-site phase of the Preliminary Site Evaluation within one week of the approval of the Preliminary Site Evaluation work plan and receipt of the HASP by the SMS.
- Within two weeks after the performance of the on-site phase of the Preliminary Site Evaluation the contractor shall submit to the SMS a written work plan detailing the performance of the Phase II site investigation.
- Upon approval of the Phase II workplan, the contractor shall submit a QAPP for EPA and SMS review.
- Within two weeks of final approval by EPA and the SMS of the QAPP; the contractor shall commence the site investigation.
- The contractor shall submit to the SMS a final written report within eight weeks after approval of the work plan or within two weeks after receipt of the final analytical results from the laboratory.
- Investigation work plans, investigation report reviews and other consultant services will be completed on a schedule to be determined by the SMS site manager.

F. PROPOSAL FORMAT

The proposal shall include the following elements:

1. Bidder contact information, including firm name, mailing address, physical address, bid contact person, office telephone, mobile telephone and facsimile numbers, and e-mail address.
2. Identity, qualifications, and experience and previous assignments of the persons who will be available for work (Project Team) under this contract. For each

member of the Project Team, please include:

- Name and Title
- Project Team Role - select one of the following: principal, senior scientist/engineer, project scientist/engineer/ manager, staff scientist / engineer, field technician II, field technician I, draftsperson I, draftsperson II, administrator and secretary/clerical (See Procedures for Reimbursement from the Petroleum Cleanup Fund, July 2006, for Professional Services Definitions, which can be found at <http://www.anr.state.vt.us/dec/wastediv/sms/pubs/PCFReimb.pdf>).
- Education Level, degrees held, Major
- Number of years overall professional environmental experience – includes professional experience in the private or public sector performing work specifically related to environmental site investigation and remediation.
- Billing rate in dollars per hour

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

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

3. Vermont Hazardous Site Experience - For each investigation or remediation worked on in Vermont please provide the number of projects performed by your firm as lead contractor. Include with your submittal, projects that you've worked on that required oversight by the VTDEC's Sites Management Section over the past two years. Also include the estimated cost versus the actual cost for each project. For cases where the costs exceeded the budget please describe the process followed to resolve the situation.
4. "Fair Share" Goals - The VTDEC has the following "fair share" procurement objectives for Minority Business Enterprise (MBE)/Womens' Business Enterprise (WBE) and requires all contractors to try and meet the following objectives:

	MBE	WBE
Construction	1%	1%
Supplies	1%	1%
Services	1%	1%
Equipment	1%	1%

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

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

For equipment, provide a table showing rates for all equipment you plan to make available under this contract, enter the daily rates for the following field

equipment: photoionization detector, explosimeter, oil/water interface probe, water level meter, dissolved oxygen meter, pH meter, temperature/conductivity meter, water quality multimeter (inc. pH, temperature, conductivity, dissolved oxygen, oxidation/reduction potential), peristaltic pump, 2" submersible pump.

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

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

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

G. CANDIDATE SELECTION CRITERIA

All proposals will be judged by the following weighted criteria:

- Completeness - All proposals shall be evaluated for completeness. All proposal elements identified in Section F must be included. Incomplete proposals will not be evaluated. In the event an insufficient number of proposals are considered complete, bidders may be given extra time to submit addendums. In addition, the proposals shall be evaluated based on the quality of the electronic submittal. (5%)
- Education and experience of the Project Team (30%)
- “Fair Share” Goals (5%)
- Cost (30%)
- Previous work completed under the supervision of the Sites Management Section (30%)

Based upon the results of the proposal evaluation, the VTDEC may conduct interviews to assist with the final selection of contractors. Up to four firms will be invited to sign contracts.

H. CONTRACTOR SELECTION SCHEDULE

Proposals are due in the VTDEC's Waste Management Division by 4:30 p.m. on December 18, 2009. All bids received by the closing date will be opened on December 21, 2009 at 9:00am at the VTDEC at 103 South Main Street, Waterbury, Vermont, Waste Management Division (West Building) Conference Room. Invitations to sign contracts will be issued by January 18, 2010.

I. QUESTION AND ANSWER PERIOD

Any contractor requiring clarification of any section of this Request for Proposal or wishing to provide comments must direct such questions or comments by email to Matthew Becker (matthew.becker@state.vt.us), or by the telephone to (802) 241-3449 or sent through the mail to: Department of Environmental Conservation, Waste Management Division, 103 South Main Street/ West Building, Waterbury VT 05671-0404. All questions or comments received prior to Monday December 14, 2009 will be posted on the VT DEC web site (<http://www.anr.state.vt.us/dec/wastediv/SMS/RFP.htm>). Part of the submittal evaluation process is an assessment of the proponent's ability to deliver products that comply with written requests. No submittals, corrections or amendments will be accepted after the final closing date of December 18, 2009.

Attachment B- Payment Provisions

The Contractor shall provide the site investigation services listed in attachment A to the state at the rates listed on the following pages. Work performed will be on a time and materials basis; however, the state will require a written hour and cost estimate for the performance of each of the requested services be submitted and approved prior to the start of work. The contractor shall immediately notify the state if costs for the performance of any task exceed or are expected to exceed the written estimate, and the contractor will supply a new estimate for state approval. The contractor will not be reimbursed for any services or expenses which have not been previously approved by the state. Subcontractor rates shall be consistent with those provided in **Company's** proposal dated **XXXXXX**. Markups for subcontractors will not exceed 10%. Markups for equipment, regular site costs (such as utilities) and primary contractor services (such as telephone calls, copying, mailing costs, meals, lodging) are not allowed under this contract.

The contractor shall submit monthly invoices to the state during months when work is performed under the terms of this contract. Charges will be separated by specific project task (E.g. Phase I, Phase II, CAFI, CAP) and include the estimated task amount and total charges billed to task to date. Projects will be identified on the invoice by the site name and site number (if applicable) provided by the state project manager. In addition, the words "Targeted Brownfield Assessment" will be prominently displayed at the top of each invoice. This will facilitate our internal budget tracking for each contract.

All invoices shall be sent to the state project manager at the following address:

Agency of Natural Resources
Department of Environmental Conservation
Waste Management Division
103 South Main Street/West Building
Waterbury, Vermont 05671-0404

If the work described in any invoice has not been completed to the satisfaction of the state, as determined by the project manager, the state reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS (Revised 01/09)**

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

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

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

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

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

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

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

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

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses

arising from any act or omission of the Party.

7. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

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

\$ 50,000 Fire/ Legal/Liability

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

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

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

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

9. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: <http://finance.vermont.gov/forms>

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

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

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

13. Taxes Due to the State:

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

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

c. Party understands that final payment under this Agreement may be withheld if the

Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

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

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

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

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

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

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

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

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

ATTACHMENT D
WASTE MANAGEMENT DIVISION STANDARD CONDITIONS

- 1) By signing this Contract agreement, the Contractor certifies, to the best of his or her knowledge and belief, that:
 - a) No Federal appropriated funds have been or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the recipient shall complete and submit Standard form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
 - c) The Contractor shall require that the language of this certification be included in the award of documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 2) Pursuant to EPA Order 1000.25, dated January 24, 1990, the Contractor agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to the Agency. This requirement does not apply to Standard Forms. These forms are printed on recycled paper as available through the General Services Administration.
- 3) Federal Government funds may be used on this project. The following Federal requirements apply:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during reemployment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer, setting forth the provisions of this non-discrimination clause.
- 4) The Contractor shall provide all material, labor, equipment, and facilities necessary for the completion of the project.

- 5) The Contractor is assumed to be thoroughly familiar with all requirements of the contract and specifications, having investigated the site and satisfied his/herself regarding the character of the work and local conditions that may affect his performance.
- 6) The Contractor shall be responsible for any damage occurring to the existing premises during the construction project.
- 7) The Contractor shall take extreme care to avoid pollution of surface water, groundwater, and air.
- 8) The State shall not be held responsible for any damage caused by vandalism to either the project or to the Contractor's property.
- 9) The Contractor shall remove all construction equipment, materials, and debris caused by the project from the site at the conclusion of the project.
- 10) The Contractor shall be responsible for safety on the job. The Contractor shall take due care to protect the public. The Contractor shall protect the rights and property of adjacent landowners and shall be fully responsible for any damage beyond the limits of construction shown on the plans. The Contractor shall take due care to protect the property of the State of Vermont. Damage to roads and structures caused by tracked vehicles and trucks shall be repaired at the Contractor's expense.
- 11) Any work on this Contract which is "Professional Engineering Services" as defined in 26 V.S.A. § 1161 must be performed by a Licensed or Registered Professional Engineer as required in 26 V.S.A. § 1162.
- 12) **Compliance with Other Laws.** The Contractor shall comply with all applicable laws and regulations including:
 - a. When applicable the Contractor shall comply fully with the OSHA standard for hazardous waste operations and emergency response as found in 29 CFR 1910.120.
 - b. The Contractor shall purchase and maintain adequate liability coverage for all aspects of the project.
- 13) **Professional Liability Insurance.** Before commencing work on this contract and throughout the term of this contract, Contractor shall procure and maintain professional liability insurance for any and all services performed under this contract, with a minimum coverage of \$1 million per occurrence / \$1 million aggregate.
- 14) **Cancellation.** Normal cancellation procedures notwithstanding, the State reserves the right to order immediate suspension of Contractor operations and termination of this Contract in the event of Contractor negligence or Contractor practices in apparent violation of State or Federal law or regulations.