



Department of Buildings and General Services
Office of Purchasing & Contracting
133 State Street, 5th Floor | Montpelier VT 05633-8000
802-828-2211 phone | 802-828-2222 fax
<http://bgs.vermont.gov/purchasing>

Agency of Administration

SEALED BID REQUEST FOR QUOTE

REBID Standby Generators

| | |
|----------------------|----------------------------------|
| ISSUE DATE | November 7, 2024 |
| QUESTIONS DUE | November 14, 2024 – 4:30 PM (ET) |
| RFP RESPONSES DUE BY | November 21, 2024 – 4:30 PM (ET) |

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

<http://www.bgs.state.vt.us/pca/bids/bids.php>

THE STATE WILL MAKE NO ATTEMPT TO CONTACT INTERESTED PARTIES WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK THE ABOVE WEBPAGE FOR ANY AND ALL NOTIFICATIONS, RELEASES AND ADDENDUMS ASSOCIATED WITH THIS SOLICITATION.

STATE CONTACT: Kyle Emerson, State Purchasing Agent
E-MAIL: kyle.emerson@vermont.gov
USE SUBJECT: **STANDBY GENERATORS**

1. OVERVIEW:

- 1.1. **SCOPE AND BACKGROUND:** Through this Request for Quote (RFQ) the Office of Purchasing & Contracting (hereinafter the "State") is seeking to establish contracts with one or more companies that can provide nine (9) standby generators.
- 1.2. **SINGLE POINT OF CONTACT:** All communications concerning this solicitation are to be addressed in writing to the State Contact listed on the front page of this solicitation. Actual or attempted contact with any other individual from the State concerning this solicitation is strictly prohibited and may result in disqualification.
- 1.3. **BIDDERS' CONFERENCE:** A bidders' conference will not be held remotely at the date and time indicated on the front page of this solicitation.
- 1.4. **QUESTION AND ANSWER PERIOD:** Any bidder requiring clarification of any section of this solicitation or wishing to comment on any requirement of the solicitation must submit specific questions in writing no later than the deadline for question indicated on the first page of this solicitation. Questions may be e-mailed to the point of contact on the front page of this solicitation. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site <http://bgs.vermont.gov/purchasing/bids>. Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions. All information provided by vendors during this process will be public and bidders shall not provide confidential information, except as described in 5.1 below.
- 1.5. **CHANGES TO THIS SOLICITATION:** Any modifications to this solicitation will be made in writing by the State through the issuance of an Addendum to this solicitation and posted online at <http://www.bgs.state.vt.us/pca/bids/bids.php>. Modifications from any other source are not to be considered.
- 1.6. **SOURCE OF FUNDS:** This project is being funded in whole or in part using federal monies. If a bidder requires assistance in preparing their proposal, registering with SAM.gov or needs guidance on socioeconomic certifications, the bidder may contact the Agency of Commerce & Community Development (ACCD), Department of Economic Development (DED), APEX Accelerator. The Vermont APEX Accelerator (formerly the Procurement Technical Assistance Center (PTAC)) specializes in helping small businesses navigate the documentation associated with State and Federal procurement. There is no cost to the Contractor for assistance provided by APEX Accelerator. Their website is: <https://accd.vermont.gov/economic-development/programs/ptac>

2. DETAILED REQUIREMENTS:

2.1. BACKGROUND

- 2.1.1. Radio Technology Services (RTS) is an operational unit of the Vermont Department of Public Safety (DPS) and provides voice and data communication services to governmental entities in the State of Vermont. Those services include: radio frequency engineering, system engineering, communication site management, Public Safety Answering Point design, regulatory compliance, operational and technical support, as well as, related hardware and software maintenance services.

DPS maintains land mobile radio (LMR) networks for public safety in Vermont. These networks rely on electric utility power for operation. DPS required standby generators to maintain power at these sites in case the utility power is disrupted.

2.2. BUILD AMERICA BUY AMERICA ACT

- 2.2.1. DPS is the recipient of a grant from the US Department of Justice through the Community Oriented Policing Technology program. This grant requires compliance with BABAA Build America Buy America Act. BABAA, among other things, requires all iron, steel, manufactured products, and construction materials permanently installed on federally assisted infrastructure projects to be produced in the United States. More information is listed in the attached document. Selected vendors will be required to certify compliance. Waivers are possible; should a bidder request a waiver they should clearly request this in the proposal.

2.2.2. Build America Buy America certification or waiver is not required to be submitted with a bid in order for the bid to be valid. Once a bidder is selected for award, then certification will be required prior to a contract being executed.

2.3. SCOPE OF WORK

2.3.1. DPS currently has standby generators at 10 sites, all are covered by a service maintenance contract. One is new, so in this RFP we seek proposals for nine (9) generators with the following fuel sources

- 2.3.1.1. Seven (7) propane fuel generators, at least 15 kW
- 2.3.1.2. One (1) gasoline fuel generator, at least 7 kW
- 2.3.1.3. One (1) diesel fuel generator, at least 7 kW

2.3.2. The generators must meet the following Functional Requirements:

- 2.3.2.1. Output voltage: 240 volts single phase, 60 Hz
- 2.3.2.2. RPM: 1800 or less
- 2.3.2.3. Weight: the gasoline and diesel generators must be not more than 500 lbs.
- 2.3.2.4. Remote connectivity: IP-based
- 2.3.2.5. Alarm: contact closure
- 2.3.2.6. Engine: water-cooled, full pressure, overhead cam
- 2.3.2.7. Transfer switch: 200 amp outdoor-rated
- 2.3.2.8. Enclosure: aluminum outdoor-rated
- 2.3.2.9. Certifications: cUL, UL 2200, CSA and EPA
- 2.3.2.10. Warranty: 5 year, 2000 hours
- 2.3.2.11. Total Harmonic Distortion (THD): less than 5%
- 2.3.2.12. Startup time: less than 1 minute

2.3.3. The generators must be delivered to:

Vermont Department of Public Safety
 Radio Technology Services
 409 US Route 2
 Middlesex, VT 05671
 (802) 229-0882

2.3.4. Timetable

2.3.4.1. The grant requires completion by the end of 2025. Delivery must be completed in the spring of 2025 so that the generators may be installed during the summer of 2025. The bidder should specify the timeframe for the following milestones after contract execution:

| Item | Duration |
|-------------------------|----------|
| Production of equipment | X weeks |
| Delivery to DPS | X weeks |

3. GENERAL REQUIREMENTS:

3.1. **PRICING:** Bidders must price the terms of this solicitation at their best pricing. Any and all costs that Bidder wishes the State to consider must be submitted for consideration. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless

otherwise requested by the State. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted.

3.1.1. Prices and/or rates shall remain firm for the initial term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.

3.1.2. **Cooperative Agreements.** Bidders that have been awarded similar contracts through a competitive bidding process with another state and/or cooperative are welcome to submit the pricing in response to this solicitation.

3.2. **STATEMENT OF RIGHTS:** The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this solicitation. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Failure of bidder to respond to a request for additional information or clarification could result in rejection of that bidder's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

3.2.1. **Best and Final Offer (BAFO).** At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.

3.2.2. **Presentation.** An in-person or webinar presentation by the Bidder may be required by the State if it will help the State's evaluation process. The State will factor information presented during presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.

3.3. **EXECUTIVE ORDER 05-16: CLIMATE CHANGE CONSIDERATIONS IN STATE PROCUREMENTS:**

For bid amounts exceeding \$25,000.00 Bidders are requested to complete the Climate Change Considerations in State Procurements Certification, which is included in the Certificate of Compliance for this solicitation.

After consideration of all relevant factors, a bidder that demonstrates business practices that promote clean energy and address climate change as identified in the Certification, shall be given favorable consideration in the competitive bidding process. Such favorable consideration shall be consistent with and not supersede any preference given to resident bidders of the State and/or products raised or manufactured in the State, as explained in the Method of Award section. But, such favorable consideration shall not be employed if prohibited by law or other relevant authority or agreement.

3.4. **METHOD OF AWARD:** Awards will be made under the provisions of 29 V.S.A. § 903. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be in the best interest of the State. All other considerations being equal, responses will be evaluated based on the following:

3.4.1. Price of the proposal

3.4.2. Proposed work schedule

3.4.3. Experience, knowledge, and presentation of the proposal

3.5. **CONTRACT NEGOTIATION:** Upon completion of the evaluation process, the State may select one or more bidders with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State. In the event State is not successful in negotiating a contract with a selected bidder, the State reserves the option of negotiating with another bidder, or to end the proposal process entirely.

- 3.6. **COST OF PREPARATION:** Bidder shall be solely responsible for all expenses incurred in the preparation of a response to this solicitation and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.
- 3.7. **CONTRACT TERMS:** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachment C as attached to this solicitation for reference. If IT Attachment D is included in this solicitation, terms may be modified based upon the solution proposed by the Bidder, subject to approval by the Agency of Digital Services.
- 3.7.1. **Business Registration.** To be awarded a contract by the State of Vermont a bidder (except an individual doing business in his/her own name) must be registered with the Vermont Secretary of State's office <https://sos.vermont.gov/corporations/registration/> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/>.
- 3.7.2. The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.
- 3.7.3. **Payment Terms.** Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.
- 3.7.4. **Quality.** If applicable, all products provided under a contract with the State will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.
- 3.8. **SUBSTITUTION:** Bidders may offer, in their bids, substitutes to items identified by a manufacturer's number or brand. When offering a substitution, bidder must describe any differences and provide technical information that will assist in the State's evaluation.
- 3.9. **ENVIRONMENTAL INFORMATION:** Bidders are requested to complete the Environmental Information Form which is included in the Certificate of Compliance for this solicitation identifying the following for each product being quoted:
- Percent (%) of recycled content and post-consumer content; and
 - Mercury content certification.
- 3.10. **SAMPLES:**
- 3.10.1. **Bidder Supplied Samples:** The Commissioner reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Bid or Contract reference.
- A sample may be held by the Commissioner during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct the Commissioner as to the return of the sample (i.e., mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.
- 3.10.2. **Enhanced Samples:** When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Commissioner may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

- 3.10.3. **Conformance with Sample(s):** Submission of a sample (whether or not such sample is tested by, or for, the Commissioner) and approval thereof shall not relieve the Contractor from full compliance with the requirements specified in this solicitation. If in the judgment of the Commissioner the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Specifications, the Commissioner may reject the Bid. If an award has been made, the Commissioner may cancel the Contract at the expense of the Contractor.
- 3.10.4. **Testing:** All samples are subject to tests in the manner and place designated by the Commissioner, either prior to or after Contract award. Unless otherwise stated elsewhere in this solicitation, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fails to meet Contract requirements may be at the expense of the Contractor.
- 3.11. **WARRANTY:** The manufacturer shall include with its proposal a written warranty for each product that it intends to furnish. Warrantees must be based on commercial use, and shall extend for a minimum term of one (1) year from the date a Product is available for use by the purchaser; however, longer term warranties are desirable and will be given favorable consideration, all else being equal.

4. ENVIRONMENTAL REQUIREMENTS:

Environmentally Preferable Purchasing (EPP) means the purchase of products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance, or disposal of the product or service).

The State of Vermont has established specific goals and objectives aimed at providing sound environmental stewardship, protecting human health, reducing state operating expenses associated with the use and control of regulated hazardous materials, and reducing potential liability attributable to environmental impact. Therefore, where applicable, the following environmental criteria shall be considered for all State purchasing and contracts.

- 4.1. **Paper:** The State desires to reduce the use of chlorine in the products it purchases to protect the environment from pollution. Processed Chlorine Free (PCF) paper means paper in which the recycled content is processed unbleached or is bleached without the use of chlorine or chlorine derivatives AND any virgin material contained therein is totally chlorine free (TCF).
- 4.1.1. **Copier Paper:** The State requires PCF copier paper which contains a minimum of 50% post-consumer recycled material (any virgin material must be TCF).
- 4.1.2. **Printing and Writing Paper:** The State requires at least 30% post-consumer recycled content for non-coated paper and at least 10% post-consumer recycled content for coated paper. Preference will be given to chlorine free options when suitable choices are available.
- 4.2. **Recycled Content:** The Commissioner of Buildings and General Services may, at his/her discretion, spend up to 10% more for comparable products that are made of recycled materials. If products made of recycled materials are to cost more than 10% more than comparable products, the Commissioner shall receive consent of State entities that are to use the product before completing the order in question.
- 4.3. **Sustainable Products:** Bidders are encouraged to provide alternative price quotations on wood or paper products that are derived from sustainably managed forestlands. Sustainably managed forest lands shall be defined as those lands enrolled and/or licensed under one of the following third-party certification programs: Sustainable Forestry Initiative Program, the American Tree Farm System, the Canadian Standards Association's Sustainable Forest Management System Standards, the Finnish Standard, Forest Stewardship Council, Pan-European Forest Certification, Swedish Standard, the United Kingdom Woodland Assurance Scheme or other such credible programs as may be developed and implemented. Bidders must provide satisfactory documentation of certification with their bid.
- 4.4. **Life-Cycle Cost Evaluation:** Life cycle cost analysis shall extend beyond the cost of purchasing, to include installation, operation, maintenance, durability, and disposal of a particular product.
- 4.5. **Energy Efficiency (Energy Star):** Bidders shall provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency when applicable. The bidder is encouraged to visit energystar.gov for complete product specifications and updated lists of qualifying products.

4.6. **Alternative Fuels:** Evaluations for vehicles and other fuel-consuming equipment shall consider not only fuel efficiency, but also the source and type of fuel, to reduce emissions of greenhouse gases and pollutants.

4.7. **Vehicles:** The State will purchase vehicles that have the highest available fuel efficiency in each respective vehicle class (e.g., passenger cars, light duty trucks, etc.) pursuant to performance specifications recommended by the state Technical Advisory Group established under Executive Order 12-17 section I (D). These performance standards should include consideration of vehicles that not only meet high fuel economy standards but that also provide lower total emissions of greenhouse gases, criteria pollutants, and hazardous air contaminants.

5. **CONTENT AND FORMAT OF RESPONSES:** The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this solicitation.

5.1. **Unsolicited Bidder-Confidential Information Prohibited.** Bidders are hereby expressly directed not to include any confidential information in their proposal submissions, except as specifically permitted below, and so marked. By submitting a proposal in response to this RFP, vendors acknowledge and agree to abide by the terms and conditions outlined in this document, including the prohibition on submitting confidential information. This prohibition reduces the burden on the State while preventing vendor-confidential information from entering the public record.

5.1.1. **Disclosure under Public Records Act.** All information received by the State in response to this RFP will become part of the contract file and subject to Vermont public records law. Responses by any bidder may become available to the public once a contract has been executed or otherwise following conclusion of this procurement process, in accordance with the State's Public Records Act, 1 V.S.A. § 315 et seq., or the State may choose to publicly post them.

5.1.2. **Unsolicited Confidential Materials.** This RFP does not solicit bidder confidential information and bidders are expressly prohibited from providing confidential information in response to this RFP. All materials furnished by bidders in response to this RFP, including those marked as confidential by bidders, are subject to disclosure if requested under the Public Records Act, or public posting.

5.1.3. **State Not Responsible for Disclosure of Unmarked Bidder-Confidential Information.** It is the sole responsibility of the bidder to ensure that, other than where specifically directed or permitted by this RFP and accordingly marked as described below, no information that should not be publicly disclosed is included in their proposal materials, including any 1) trade secrets or intellectual property, 2) proprietary financial or business information, 3) personal information, or 4) any other information that should not be disclosed to the public. For example, bidders should avoid including specific details of their proprietary technologies or methodologies that they consider confidential, and any references to previous client engagements should be presented in a manner that does not disclose the client's confidential information.

5.2. The bid should include a Cover Letter and Technical Response and Price Schedule.

5.3. **COVER LETTER:**

5.3.1. **Exceptions to Contract Terms and Conditions.** If a Bidder wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the cover letter to the RFP response. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal, and that the State's non-rejection of a proposal on this basis does not indicate acceptance of the exceptions.

5.4. **TECHNICAL RESPONSE.** In response to this solicitation, a Bidder shall:

5.4.1. Provide details concerning your form of business organization, company size and resources.

5.4.2. Describe your capabilities and particular experience relevant to the solicitation requirements.

5.4.2.1. Identify all current or past State projects.

5.4.3. Identify the names of all subcontractors you intend to use, the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s), as per section 5.4.2 above.

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

5.6. **REPORTING REQUIREMENTS:** Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this solicitation.

5.7. **PRICE SCHEDULE:** Bidders shall submit their pricing information in the Price Schedule attached to this solicitation.

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

6. **SUBMISSION INSTRUCTIONS:**

6.1. **CLOSING DATE:** Bids must be received by the State by the due date specified on the front page of this solicitation. Late bids will not be considered.

6.1.1. The State may, for cause, issue an addendum to change the date and/or time when bids are due. If a change is made, the State will inform all bidders by posting at the webpage indicated on the front page of this solicitation.

6.1.2. There will not be a public bid opening. However, the State will record the name, city and state for any and all bids received by the due date. This information will be posted as promptly as possible following the due date online at: <https://bgs.vermont.gov/content/opc-bid-tabulation-sheets-0>. Bidders are hereby notified to review the information posted after the bid opening deadline to confirm receipt of bid by the State. Any bidder that submitted a bid, and is not listed on the bid tabulation sheet, shall promptly notify the State Contact listed on the front page of this solicitation. Should a bidder fail to notify the State Contact listed on the front page of this solicitation within two weeks of posting the bid tabulation sheet, the State shall not be required to consider the bid.

6.2. **STATE SECURITY PROCEDURES: Please be advised extra time will be needed when visiting and/or delivering information to State of Vermont offices. All individuals visiting State offices must present a valid government issued photo ID when entering the facility.**

6.2.1. State office buildings may be locked or otherwise closed to the public. If this solicitation permits hand delivery of bids, delivery instructions will be posted at the entrance to the State facility. **Any delay caused by State Security Procedures will be at the bidder's own risk.**

6.3. **BID DELIVERY INSTRUCTIONS:**

6.3.1. **ELECTRONIC:** Electronic bids will be accepted.

6.3.1.1. **E-MAIL BIDS.** E-MAIL BIDS. Emailed bids will be accepted. Bids will be accepted via email submission to SOV.ThePathForward@vermont.gov. Bids must consist of a single email with a single, digitally searchable PDF attachment containing all components of the bid. Multiple emails and/or multiple attachments will not be accepted. There is an attachment size limit of 40 MB (40,960KB). It is the Bidder's responsibility to compress the PDF file containing its bid if necessary in order to meet this size limitation. It is also the Bidder's responsibility to ensure that their own email system can send and receive messages up to this size. **USE SUBJECT STANDBY GENERATORS**

6.3.1.2. **FAX BIDS:** Faxed bids will not be accepted.

6.4. U.S. MAIL OR EXPRESS DELIVERY OR HAND DELIVERY:

6.4.1. All paper format bids must be addressed to the State of Vermont, Office of Purchasing & Contracting, **133 State Street, 5th Floor, Montpelier, VT 05633-8000**. BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.

6.4.2. **NUMBER OF COPIES:**

6.4.3. For bids submitted via mail, express, or in-hand, submit a single copy.

6.4.4. **Paper Format Delivery Methods:**

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

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

6.4.4.3. HAND DELIVERY: Hand carried bids shall be delivered to a representative of the Office of Purchasing & Contracting prior to the bid opening. A Security Officer is at 133 until 4:30 PM which is the normal hours. A bid submitted by Hand Delivery will not be accepted after 4:30 PM.

7. **BID SUBMISSION CHECKLIST:**

- ✓ Required Number of Copies (if applicable)
- ✓ Cover Letter
- ✓ Technical Response
- ✓ Redacted Technical Response, if applicable
- ✓ References
- ✓ Price Schedule
- ✓ Signed Certificate of Compliance

8. **ATTACHMENTS:**

- 8.1. Certificate of Compliance
- 8.2. Price Schedule
- 8.3. Build America, Buy America Act (BABAA)
- 8.4. Sample Purchase Order Form for Commodities including but not limited to, Attachment C: Standard State Provisions for Contracts and Grants (October 1, 2024)
- 8.5. State of Vermont – Federal Terms Supplement (non-construction)

CERTIFICATE OF COMPLIANCE

For a bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.

- A. **NON COLLUSION:** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.
- B. **CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this solicitation, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.
- C. **FORM OF PAYMENT:** Does Bidder accept the Visa Purchasing Card as a form of payment?
 Yes No
- D. **CERTIFICATION FOR APPAREL, FOOTWEAR, AND TEXTILES (SWEATSHOP PROHIBITION):** To the extent this solicitation concerns the sale of apparel, footwear, or textiles, Bidder must submit the following information: (1) certification from each supplier in accordance with the requirements of 29 V.S.A. § 922(a), and (2) a list of the names and addresses of each supplier, as required by 29 V.S.A. § 922(b). Bidder certifies that if it is awarded a contract, it shall be obligated by 29 V.S.A. § 922(c) to promptly inform the Commissioner of Buildings and General Services of any change in the information furnished pursuant to this section.

E. Resident Bidder of the state and/or products raised or manufactured in the state (check all that apply):

- Bidder is a Resident Bidder of the State of Vermont
- Products offered by Bidder are raised or manufactured in the State of Vermont

F. Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification

Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):

1. Bidder owns, leases or utilizes, for business purposes, space that has received:
 - Energy Star® Certification
 - LEED®, Green Globes®, or Living Buildings ChallengeSM Certification
 - Other internationally recognized building certification:

2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder’s place of business. Please explain:

3. Please Check all that apply:

- Bidder can claim on-site renewable power or anaerobic-digester power (“cow-power”). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
- Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
- Bidder’s heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
- Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this? _____
- Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..
- Bidder offers employees an option for a fossil fuel divestment retirement account.
- Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:

4. Please list any additional practices that promote clean energy and take action to address climate change:

G. Domestic preferences (2 C.F.R. § 200.322)

Bidders must complete the following information in reference to each item being quoted. Additional pages may be used if necessary.

| Item # | Brand/Manufacturer | Identify where produced or assembled | % produced or assembled |
|--------|--------------------|--------------------------------------|-------------------------|
| | | | |
| | | | |

- (check if applicable) **Bidder can claim goods, products, or materials offered as part of this solicitation are produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).** (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims.)

H. ENVIRONMENTAL INFORMATION FORM

- a. **RECYCLED MATERIALS OR PRODUCTS:** Bidders are to complete the following information in reference to each item being quoted. Additional pages may be used if necessary.

| Item # | Brand/Manufacturer | % Of Recycled Content | % Post Consumer Content |
|--------|--------------------|-----------------------|-------------------------|
| | | | |
| | | | |

- b. **MERCURY CONTENT CERTIFICATION:** Bidder certifies that none of the items quoted in this solicitation contain mercury except as identified below. Bidders shall also specify the amount of mercury contained in any of the products listed below. Additional pages may be used if necessary.

| Item | Part # | Mercury Content |
|------|--------|-----------------|
| | | |
| | | |

I. **Acknowledge receipt of the following Addenda:**

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

J. **Certification Regarding Use of Contract Funds for Lobbying** - Applicable to contracts over \$100,000.00 when federal monies are involved - this clause must be included in all subcontracts over \$100,000.00.

1. The prospective contractor certifies, to the best of his or her knowledge and belief, 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 he or she represents, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. 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.

3. The prospective contractor also agrees that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Bidder Name: _____ Contact Name: _____

Address: _____ Fax Number: _____

Telephone: _____

E-Mail: _____

By: _____ Name: _____

Signature of Bidder (or Representative)

(Type or Print)

END OF CERTIFICATE OF COMPLIANCE

PRICE SCHEDULE

RFQ – Standby Generators

1. Product Pricing

| Item # | Manufacturer | Product/Model # | QTY | Per Unit Price | Extended Price |
|--------|--------------|-----------------|-----|----------------|----------------|
| 1 | | | | \$ | \$ |
| 2 | | | | \$ | \$ |
| 3 | | | | \$ | \$ |
| 4 | | | | \$ | \$ |
| 5 | | | | \$ | \$ |
| 6 | | | | \$ | \$ |
| 7 | | | | \$ | \$ |
| 8 | | | | \$ | \$ |
| 9 | | | | \$ | \$ |
| | | | | TOTAL | \$ |

2. DELIVERY COST

| | |
|---|----|
| Delivery of generators to: Vermont Department of Public Safety Radio Technology Services 409 US Route 2 Middlesex, VT 05671 (802) 229-0882 | \$ |
|---|----|

3. PRODUCTION AND DELIVERY TIMELINE

| Item | Duration (weeks) |
|-------------------------|------------------|
| Production of equipment | |
| Delivery to DPS | |

_____ Bidder acknowledges that certification or waiver for compliance with the Build America Buy America Act (BABAA) will be required prior to award and execution of a contract for this project

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

Build America, Buy America Act (BABAA):

To the extent that provisions found in Pub. L. No. 117-58, §§70901-52, as supplemented by OMB guidance M-22-11 (April 18, 2022) are applicable, recipients must use iron, steel, manufactured products, and construction materials produced in the United States for any infrastructure projects funded under this award unless they first request and obtain a waiver from the Office of Community Oriented Policing Services (COPS Office).

The Build America, Buy America Act (BABAA), Pub. L. No. 117-58, §§70901-52, requires all federal agencies, including the COPS Office, to ensure by May 14, 2022, that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

In accordance with section 70914 of the BABAA, COPS Office recipients receiving funding for infrastructure projects (e.g., construction, renovation, and broadband infrastructure) may not use their grant funds for these infrastructure projects or activities unless they comply with the BABAA sourcing requirements or request and obtain a waiver of the requirements from the COPS Office.

The COPS Office may approve, subject to notice and comment requirements and OMB review, the following types of waivers in accordance with sections 70914(b) and (d), 70921(b), 70935, and 70937 of the Build America, Buy America Act:

1. Nonavailability Waivers – Waivers addressing the unavailability of American made iron, steel, manufactured products, or construction materials.
2. Unreasonable Cost Waivers – Waivers reflecting that the overall cost of the infrastructure project with domestic iron, steel, manufactured products, or construction materials exceeds by more than 25 percent the overall cost of the project with foreign iron, steel, manufactured products, or construction materials.
3. Public Interest Waivers, which include:
 - i. de minimis standard waivers that exempt up to 5% of project costs up to the Simplified Acquisition Threshold when this would advance the public interest;
 - ii. small grants waivers for grants below the Simplified Acquisition Threshold when this would advance the public interest;
 - iii. adjustment period waivers such as brief, time limited waivers to allow recipients to transition to new rules and processes when this would advance the public interest;
 - iv. international trade obligations waivers when a recipient has assumed procurement obligations pursuant to the Government Procurement Agreement or any other trade agreement, and waivers to ensure compliance with such obligations may be in the public interest; and
 - v. general applicability waivers that are issued under limited conditions, e.g., product-specific waivers for which there are known domestic sourcing challenges.

4. Exigent Circumstances Waivers: In limited situations where there is an urgent need in an unforeseen and exigent circumstance, the COPS Office may waive the BABAA sourcing requirements without subjecting such waiver to public comments and the Office of Management and Budget's Made in America Office (MIAO) review.

Recipients do not need to obtain a waiver of the BABAA sourcing requirements from the COPS Office if they will use only American produced iron, steel, manufactured products, and construction materials for the project.

If a recipient determines a waiver is necessary, an application for a waiver should be submitted as soon as possible and provide detailed information to expedite the COPS Office's review. Recipients agree not to obligate, expend or draw down funds for infrastructure projects or activities unless they comply with the BABAA sourcing requirements or request and obtain a waiver of the requirements from the COPS Office.

SAMPLE PURCHASE ORDER (ONE TIME BID AND BUY)

1. **PARTIES.** THIS IS A CONTRACT FOR COMMODITIES BETWEEN THE STATE OF VERMONT, [REDACTED] (HEREINAFTER CALLED “STATE”), AND [REDACTED], WITH A PRINCIPAL PLACE OF BUSINESS IN [REDACTED], (HEREINAFTER CALLED “CONTRACTOR”). CONTRACTOR’S FORM OF BUSINESS ORGANIZATION IS A [REDACTED]. 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. **MAXIMUM AMOUNT.** AS CONSIDERATION FOR THE COMMODITIES TO BE PROVIDED BY CONTRACTOR, THE STATE AGREES TO PAY CONTRACTOR, IN ACCORDANCE WITH THE PAYMENT PROVISIONS SPECIFIED HEREUNDER, THE TOTAL AMOUNT SPECIFIED FOR THE ITEMS LISTED ABOVE.
3. **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.
4. **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.
5. **TERMINATION/CANCELLATION/REJECTION:** THE STATE SPECIFICALLY RESERVES THE RIGHT UPON WRITTEN NOTICE TO IMMEDIATELY TERMINATE THE CONTRACT OR ANY PORTION THEREOF AT NO ADDITIONAL COST TO THE STATE, PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE PRODUCTS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THIS CONTRACT. THE STATE ALSO SPECIFICALLY RESERVES THE RIGHT UPON WRITTEN NOTICE, AND AT NO ADDITIONAL COST TO THE STATE, TO IMMEDIATELY TERMINATE THE CONTRACT FOR CONVENIENCE AND/OR TO IMMEDIATELY REJECT OR CANCEL ANY ORDER FOR CONVENIENCE AT ANY TIME PRIOR TO SHIPPING NOTIFICATION.
6. **ATTACHMENTS:** THIS CONTRACT CONSISTS OF [REDACTED] PAGES INCLUDING THE FOLLOWING ATTACHMENTS WHICH ARE INCORPORATED HEREIN:
 - a. PAGES 1-X OF THIS DOCUMENT
 - b. ATTACHMENT C DATED 10/1/2024 (STANDARD CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS)
 - c. **“STATE OF VERMONT – FEDERAL TERMS SUPPLEMENT (NON-CONSTRUCTION)”**
INSTRUCTION FOR WHEN TO USE FEDERAL TERMS SUPPLEMENT: THIS ATTACHMENT MUST BE INCLUDED IN ANY CONTRACT FOR WHICH FEDERAL FUNDS WILL BE USED. THIS LANGUAGE CAN BE DELETED HERE IF THIS REQUIREMENT IS NOT APPLICABLE.
 - d. **ATTACHMENT D - OTHER PROVISIONS**
 - e. **CONTRACTOR WARRANTY DOCUMENT(S)**

- f. **ADDITIONAL ATTACHMENTS MAY BE LETTERED AS NECESSARY**
7. **ORDER OF PRECEDENCE:** ANY AMBIGUITY, CONFLICT OR INCONSISTENCY BETWEEN THE DOCUMENTS COMPRISING THIS CONTRACT SHALL BE RESOLVED ACCORDING TO THE FOLLOWING ORDER OF PRECEDENCE:
- a. PAGES 1-~~X~~ OF THIS DOCUMENT
 - b. **ATTACHMENT D (IF APPLICABLE)**
 - c. ATTACHMENT C (STANDARD CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS)
 - d. **STATE OF VERMONT – FEDERAL TERMS SUPPLEMENT (NON-CONSTRUCTION)**
 - e. **CONTRACTOR WARRANTY DOCUMENT(S)**
 - f. **LIST OTHER ATTACHMENTS, IF ANY, IN ORDER OF PRECEDENCE**
8. **PRICING:** CONTRACTOR SHALL PROVIDE ALL PRODUCTS F.O.B. DELIVERY TO THE ORDERING FACILITY AT NO ADDITIONAL COST TO THE STATE. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE STATE. NO CHARGE FOR PACKING, SHIPPING, OR FOR ANY OTHER PURPOSE WILL BE ALLOWED OVER AND ABOVE THE PRICE QUOTED. **PRICES QUOTED FOR PRINTING ARE TO INCLUDE PRINTING, BINDING, WRAPPING, AND PACKAGING.**
9. **INVOICING:** CONTRACTOR SHALL SUBMIT INVOICES FOR THE PRODUCTS SOLD UNDER ITEMIZING ALL WORK PERFORMED DURING THE INVOICE PERIOD, INCLUDING THE DATES OF SERVICE, RATES OF PAY, HOURS OF WORK PERFORMED, AND ANY OTHER INFORMATION AND/OR DOCUMENTATION APPROPRIATE AND SUFFICIENT TO SUBSTANTIATE THE AMOUNT INVOICED FOR PAYMENT BY THE STATE. ALL INVOICES MUST INCLUDE THE CONTRACT # FOR THIS CONTRACT.
10. INVOICES SHALL BE SUBMITTED TO THE STATE AT THE FOLLOWING ADDRESS:

11. **PAYMENT TERMS:** ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT. PERCENTAGE DISCOUNTS MAY BE OFFERED FOR PROMPT PAYMENTS OF INVOICES. PAYMENT TERMS ARE **NET 30** DAYS FROM THE DATE THE STATE RECEIVES AN ERROR-FREE INVOICE WITH ALL NECESSARY AND COMPLETE SUPPORTING DOCUMENTATION.
12. **DELIVERY:** DESTINATION FOR PRODUCT DELIVERY SHALL BE _____ **[INSERT AGENCY ADDRESS]**. RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR. CONTRACTOR SHALL SECURELY AND PROPERLY PACK ALL SHIPMENTS IN ACCORDANCE WITH ACCEPTED COMMERCIAL PRACTICES. UPON DELIVERY, ALL PACKAGING AND CONTAINERS SHALL BECOME THE PROPERTY OF THE STATE, UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE

NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

13. **QUALITY:** ALL PRODUCTS WILL BE NEW AND UNUSED. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THE REQUIREMENTS OF THIS SECTION WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.
14. **DEFAULT:** IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.
15. **WARRANTY:** EACH PRODUCT PURCHASED HEREUNDER SHALL INCLUDE A MANUFACTURER'S WRITTEN WARRANTY, WHICH MUST BE BASED ON COMMERCIAL USE, AND EXTEND FOR A MINIMUM TERM OF ONE (1) YEAR FROM THE DATE A PRODUCT IS AVAILABLE FOR USE BY THE PURCHASER, OR SUCH LONGER PERIOD AS SET FORTH IN THE WRITTEN WARRANTY, A COPY OF WHICH IS ATTACHED TO THIS CONTRACT.
16. UNLESS OTHERWISE INDICATED IN A MANUFACTURER'S RETURN POLICY, UNOPENED PRODUCTS CAN BE RETURNED WITH NO RESTOCKING FEE UP TO 30 DAYS FROM THE DATE OF RECEIPT.
17. THE STATE PURCHASING CARD MAY BE USED FOR THE PAYMENT OF INVOICES. USE OF THE PURCHASING CARD REQUIRES ALL REQUIRED DOCUMENTATION APPLICABLE TO THE PURCHASE. THE PURCHASING CARD IS A PAYMENT MECHANISM, NOT A PROCUREMENT APPROACH AND, THEREFORE, DOES NOT RELIEVE STATE PURCHASERS FROM ADHERING TO ALL PROCUREMENT LAWS, REGULATIONS, POLICIES, PROCEDURES, AND BEST PRACTICES.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED OCTOBER 1, 2024**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated October 1, 2024) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the Contractor and to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)

(Revision date: *May 24, 2024*)

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General

- a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT- this clause must be included in all subcontracts.

In connection with this contract, Contractors and Subcontractors are prohibited from:

- (a) Utilizing, procuring or obtaining equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See [Public Law 115-232](#), section 889 for additional information.
- (d) See also [§ 200.471](#).

SUSPENSION AND DEBARMENT - This clause must be included in all subcontracts

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of the recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

BYRD ANTI-LOBBYING CERTIFICATION - Applicable to contracts over \$100,000.00- this clause must be included in all subcontracts over \$100,000.00.

Contractor has provided the certification required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended, and will follow the requirements for certification of each lower tier (subcontract) to disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the federal awarding agency.

DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited

to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS FIRMS.

- (a) Contractor entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\) through \(5\)](#) of this section

The following clauses are applicable when a contract utilizes State and Local Fiscal Recovery Funds (SLRF) funds, and must be passed down to subcontractors and grantees:

WHISTLEBLOWER PROTECTIONS

Contractor shall comply with 41. U.S.C. § 4712 and inform their employees of their rights and remedies in the predominant native language of the workforce.

FAIR EMPLOYMENT PRACTICES

Contractor must comply with 42 U.S.C. §2000d *et seq.*, and as enacted by 31 C.F.R. Part 22

FEDERAL AND STATE LAW, REGULATION, AND AGENCY GUIDANCE

Contractor must comply with comply the requirements of the Social Security Act, 42 U.S.C. §§ 602 and regulations adopted by Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by Treasury regarding the forgoing, and comply with all other federal statues, regulations, and executive orders, including generally applicable environmental laws and regulations

UNIFORM GUIDANCE

Contractor must comply with 2 C.F.R. Part 200 as modified by the Treasury’s guidance.

INCREASING SEATBELT USE

Contractor must comply with Executive Order 13043, 62 FR 1927 (April 18, 1997)

REDUCING TEXTING WHILE DRIVING

Contractor must comply with Executive Order 13513, 74 FR 51225 (Oct. 6, 2009).