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STATE OF VERMONT
OFFICE OF THE STATE TREASURER

REQUEST FOR PROPOSALS
TO PROVIDE
BOND COUNSEL SERVICES
to the
VERMONT STATE TREASURER'S OFFICE

OFFICE OF THE VERMONT STATE TREASURER

Issued April 8, 2004

Submission Deadline: April 30, 2004, by 2:00 p.m.

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I. BACKGROUND and PURPOSE

The office of the Vermont State Treasurer is requesting proposals for Bond Counsel services to be provided to the State of Vermont in connection with the issuance of indebtedness and other obligations as well as ongoing legal counsel with respect to various financial matters.

Background

The State Treasurer is responsible for the issuance of general obligation bonds. Proceeds from the sale of GO bonds fund a wide array of capital projects pursuant to Chapter 13 of Title 32 of the Vermont Statutes Annotated (V.S.A.). The State Treasurer's office in the State of Vermont issues approximately \$39 to \$43 million per year in general obligation bonds. Until 2004, these took the form of two issues -- one primary issue, and a second (typically \$5 million) issue that is targeted toward the Vermont retail market in denominations of \$1,000 (so-called Citizen Bonds). In 2004, the retail portion was included in a refunding issue. Additional work may be required for other bond/note issues including, but not limited to, Revenue Anticipation Notes (RANs), Grant Anticipation Revenue Vehicles (GARVEEs), general obligation bond refundings, and private placements. These issues may be negotiated or competitive transactions.

Bond Counsel has traditionally advised the state in structuring the issuance and sale of all bonds, notes, and other securities, as well as providing necessary legal assistance related to various financings, including participation in negotiating terms and drafting various documents, legislation, regulations, and procedures. Bond Counsel renders certain opinions regarding the issuance of securities and will verify compliance with applicable federal, state, and municipal laws and regulations.

Bond Counsel works closely with the Treasurer, the Deputy Treasurer, the Director of Finance and Investments, other Treasury staff, the Attorney General's office, the State's financial advisor (currently Government Finance Associates, Inc.), registrars/paying agents, selected underwriting teams, underwriter's counsel, bond insurers, and various financial institutions. Occasionally, Bond Counsel will advise the Governor and the Governor's staff as well as the State Legislature on debt-related issues.

II. SCOPE OF WORK

General Scope and Business Specifications

Bond Counsel shall provide the following services concerning financial matters to the State on a continuing basis throughout the period of this engagement. Such legal services shall include, but not be limited to, rendering objective legal opinions, as well as advice and research in the following areas:

1. Advising and assisting the State in developing and structuring procedures to issue registered tax-exempt bonds in accordance with applicable laws, customs, and practices governing the issuance of municipal bonds.
2. Providing an objective legal opinion with respect to the authorization and issuance of debt obligations and whether interest paid is tax-exempt under federal and/or state laws and regulations.

3. Examining applicable law; preparing authorizing documents; consulting with parties to the transactions; reviewing proceedings; and performing additional duties as necessary to render opinion (s).
4. Preparing legal documents for the financing process, including closing documents and transcripts.
5. Preparing, on the State Treasurer's behalf, all documents and materials necessary to comply with all applicable "continuing disclosure" requirements for transactions.
6. Providing continuing advice regarding any actions necessary to ensure that interest will continue to be tax-exempt.
7. Participating, when requested, in activities associated with rating agency and/or bond insurer reviews.
8. Drafting and analyzing legislation, and being available to appear before legislative committees on issues related to the sale of obligations by the State.
9. Offering continuing legal advice, as needed, on issues related to the sale and the trustee administration of state obligations.
10. Providing other legal opinions as required.
11. Advising the State on debt management policy, if requested.
12. Preparing arbitrage calculations as requested. If this service is to be provided by a sub-contractor, please provide identifying and cost information in this RFP.
13. Participating, as requested, in information meetings and discussions with parties, including investors.

Time Requirements

The contract period is for two years, with two optional one-year extensions.

Minimum Qualifications

All firms must have a minimum three years of state or municipal finance experience serving as either bond counsel, disclosure counsel, or underwriter's counsel with respect to public finance transactions. The State Treasurer's Office may, in its sole discretion, count related or transferable securities and/or finance experience toward satisfying the minimum number of years requirement.

Additional Requirements

The selected bidder will attest that its firm and key professionals do not have or anticipate having a potential conflict of interest with the Office of the State Treasurer or the State of Vermont.

Shipping and Delivery Fee Exemption

All items covered under this contract are exempt from duplicating, shipping, and related administrative charges. The bidder must not include shipping charges on any invoice.

Confidential Information

The bidder agrees that all discussions or information gained during an engagement shall be considered confidential and that no information gathered by the bidder shall be released without prior consent of the Treasurer's Office.

III. Terms and Conditions for Submission of Proposals

The purpose of this section is to state the terms and conditions that will govern the submission of responses to the State in response to this Request for Proposals.

Proposal Inquiries

All inquiries concerning this RFP shall be made in writing, citing the RFP Title, Page, Section, and Paragraph, and shall be submitted to:

Donna Holden
Office of the State Treasurer
133 State Street
Montpelier, VT 05633-6200
E-mail: dholden@tre.state.vt.us

Vendors are encouraged to submit questions via e-mail.

Any individuals and/or firms that intend to submit a response are prohibited from contacting any employees of the Office of the State Treasurer other than the contact person. An exception to this rule applies to individuals or firms that currently do business with the Office of the State Treasurer but shall be limited to that business and should not relate to this RFP. **Failure to observe this rule may result in disqualification.** Furthermore, no other individual employee or representative of the State of Vermont is authorized to provide any information or respond to any question or inquiry concerning this RFP other than as described herein.

All inquiries must be received no later than the date specified in this section. Inquiries received after this date and time will be addressed only if they are deemed by the Office of the Treasurer to be critical to the competitive selection process. An official written answer will be provided to all questions meeting these requirements.

In an effort to provide a fair process and complete information, all written questions and the responses will be summarized in a fact sheet that will be available to any potential respondent and posted on the Treasurer's Web site (www.vermonttreasurer.gov). Similar inquiries will be consolidated into one question. The name(s) of the firms submitting the questions will not be listed.

Any proposal determined to be non-responsive to the specifications or other requirements of this RFP, including instructions governing format, may be disqualified without evaluation. The Office of the

State Treasurer shall reserve the right to clarify and seek supplemental information to any proposal submitted.

Any change to or interpretation of the RFP by the Office of the State Treasurer will be posted on the Web site for the State Treasurer (www.vermonttreasurer.gov). Potential bidders are encouraged to check this site frequently for any additions, clarifications, or revisions to the document.

Calendar

The following is the tentative time schedule for the selection of a vendor to provide the services described herein. All dates are subject to modification by the Office of the State Treasurer, with notice.

Issuance of RFP	April 8, 2004
Question Deadline	April 16, 2004
Question Response Deadline (by Treasurer’s Office)	April 20, 2004
RFP Response Deadline	April 30, 2004, 2:00 p.m.
Oral Presentations	As Needed
Approximate Contract Award Date	May 13, 2004
Approximate Start Date	June 1, 2004

No Respondent Conference

No formal Bidders’ Conference will be held. Questions may be directed to the staff contact as noted above.

Financial Responsibility

The respondent understands and agrees that the State shall have no financial responsibility for any costs incurred by the respondent in responding to this RFP.

The successful bidder shall be solely responsible for meeting all terms and conditions specified in the RFP, its proposal, and any resulting contract. The Office of the State Treasurer shall approve any subcontractor in advance.

The vendor’s signature on a proposal submitted in response to this RFP guarantees that the prices quoted have been established without collusion with other eligible vendors and without effort to preclude the Treasurer’s Office from obtaining the best possible competitive proposal.

Number of Response Copies

Please submit five (5) copies of your response to:

**Donna Holden
Office of the VT State Treasurer
133 State Street
Montpelier, VT 05633-6901**

All responses must be delivered to the above office on or before April 30, 2004, at 2:00 p.m., Vermont local time. Responses received after the above date and time will not be considered. The bid must be sealed and marked “Bond Counsel RFP.”

All material received in response to this RFP shall become the property of the Office of the State Treasurer and will not be returned to the bidder. Regardless of the bidder selected, the Office of the State Treasurer reserves the right to use any information presented in a proposal. The content of each vendor's proposal shall become public information once a contract has been awarded.

Oral Presentations

The Office of the State Treasurer shall have the option to invite the bidders to make oral presentations. Oral presentations provide an opportunity to evaluate a bidder through the presentation of its proposal. The Office of the State Treasurer may limit the number of oral presentations conducted. Bidders will not be informed of their rank at the time of the oral presentations.

The time allotments and the format shall be the same for all oral presentations. Bidders will be given notice of at least two (2) business days prior to the date of an oral presentation. The Office of the State Treasurer may waive the location and medium requirements of an oral presentation upon the written request of a bidder due to special hardships, such as a bidder with disabilities or limited resources. In these circumstances, the Office of the State Treasurer may conduct oral presentations through an alternative written or electronic medium (e.g., telephone, video conference, TTY, or Internet).

A bidder is limited to the presentation of material contained in its proposal, with the limited exception that a bidder may address specific questions posed by a procurement team or provide clarification of information contained in its proposal. Any correction or modification of the proposal or the presentation of supplemental information shall be considered prejudicial to the interests of other bidders and fair competition, and shall not be permitted.

Effective Period of Responses

Responses must remain in effect for at least 120 days from the submission deadline and thereafter until either the bidder withdraws the response in writing, a contract is executed, or the RFP is canceled, whichever occurs first.

Disqualification of Proposals

- A. Late Proposals: Proposals that are received after the deadline date and time shall be automatically disqualified.
- B. Non-responsive Proposals: Proposals that are not responsive or that fail to comply with mandatory requirements of the RFP shall be deemed non-responsive and shall be disqualified. Non-responsive proposals shall include, but not be limited to, those that fail to address or meet any mandatory item, and those submitted in insufficient number or in incorrect format.
- C. Collusion: Collusion by two or more bidders agreeing to act in a manner intended to avoid or frustrate fair and open competition is prohibited, and shall be grounds for rejection or disqualification of a proposal or termination of a contract.
- D. Debarred Bidders or Subcontractors: A bidder who is currently subject to any Vermont or federal debarment order or determination shall not be considered for evaluation. If a bidder's proposal is dependent upon the services of a named subcontractor and the disqualification of

this named subcontractor would materially alter the proposal, then that proposal shall be deemed non-responsive if the named subcontractor is found to be debarred.

Right of Rejection by the State

Notwithstanding any other provisions of this RFP, the State reserves the right to reject all responses, to waive any irregularity or informality in a response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the State of Vermont. It is further within the right of the State to reject responses that do not contain all elements and information requested in this document.

Contract Negotiations

After a review of the responses and possible oral presentations, the Office of the Treasurer intends to enter into contract negotiations with one firm. Those negotiations could include all aspects of services and fees, or the contract awards may be for segments, phases, or specific tasks associated with a proposal. The Office of the Treasurer reserves the right to elect to award contracts of a limited scope for portions of this RFP as stated above. Vendors are therefore encouraged to detail the pricing associated with their proposal so that costs are indexed to specific tasks or project phases. This will allow the Office of the Treasurer to fairly evaluate and rank competitive proposals on individual components of the proposal if it is deemed in their best interest to do so.

If a contract is not finalized in a reasonable period of time, the Office of the Treasurer will open negotiations with the next ranked consultant or firm.

Award of Contract(s)

The respondent to whom the contract(s) is/are awarded shall be required to enter into a written contract in a form approved by the Vermont Attorney General. This RFP and the response, or any part thereof, may be incorporated into and made a part of the final contract. Customary State contract provisions are contained in Appendix B. However, the State reserves the right to negotiate the terms and conditions of the contract.

Contract Duration

The contract period is for two years, with two optional one-year extensions.

Terms and Conditions Agreement

In addition to any other requirements defined in this RFP, should a contract be awarded, the selected bidder is required to comply with the State of Vermont Standard Contract Terms and Conditions.

IV. ESSENTIAL ELEMENTS OF PROPOSAL

Prior to completion of the response to the RFP, proposers are strongly encouraged to review current bond documents, presentations and the Capital Debt Affordability Report posted on the Treasurer’s Web site (www.vermonttreasurer.gov). In addition, proposers should review 32 V.S.A. Chapter 13.

Proposals must include and will be evaluated on the following:

Part I -- Cover Letter

The response should contain a cover letter and introduction, including the company name and address, and the name and telephone number of the person or persons authorized to represent the respondent regarding all matters related to the response. The cover letter should also contain the following statement:

“We have read the State’s *Request for Proposals (RFP) for Bond Counsel Services* and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to provide the State’s requested services that we have indicated we can meet. We understand that our ability to meet the criteria and provide the required services shall be judged solely by the Office of the State Treasurer.”

In addition, the cover letter must certify that:

1. The response is genuine, and is not a sham or collusive.
2. The response is not made in the interest of or on the behalf of any person not named therein.
3. The bidder has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from submitting a proposal.
4. The bidder has not in any manner sought by collusion to secure an advantage over any other respondent.
5. The bidder has thoroughly examined the RFP requirements and proposed fees cover all the services that we have indicated.
6. The bidder acknowledges and accepts all terms and conditions included in the RFP.
7. The bidder agrees to provide bond counsel services in a manner acceptable to the Treasurer’s Office and as stipulated in the RFP and subsequent contract.
8. The bidder and key professionals do not have or anticipate a potential conflict of interest with the Office of the State Treasurer or the State of Vermont.
9. The proposer must state in its cover letter that it will meet the insurance requirements for this project, which are described. The proposer is specifically advised that it must maintain all required insurance (e.g., professional liability insurance {errors and omissions}; comprehensive general insurance; automobile liability insurance; worker’s compensation insurance, etc.) for the period specified in the Agreement.
10. The proposer shall include in its cover letter a statement as to whether the firm or any member of the firm is currently debarred from doing business with any governmental entity.
11. The proposer shall state in its cover letter whether or not it is a party to any pending or current litigation that might adversely affect its performance.
13. The Contractor agrees that during the term of the contract he or she will not represent anyone in a matter, proceeding, or lawsuit against the State of Vermont or any of its agencies or

instrumentalities. After termination of this contract, the Contractor also agrees that he or she will not represent anyone in a matter, proceeding, or lawsuit substantially related to this contract.

A person authorized to bind the firm to all commitments made in its response shall sign this letter.

Part II -- Technical Proposal

The bidder must include a narrative outlining the firm's qualifications and capacity to provide the requested services. This response must include the following:

1. Experience and Past Performance. The proposal should describe the work which best illustrates the proposer's current qualifications and ability. Included should be descriptions of prior experience similar to the services envisioned in this RFP and three references (with the name, title, and recently verified telephone and fax numbers of the contact person, and the name and address of the firm). The proposer should describe its past performance on public and/or private projects, including past performance on all projects for the State, and the names, titles, and recently verified phone, fax, and e-mail numbers/addresses of at least one individual with whom the proposer worked on each project. These references may be contacted to comment on the proposer's performance.

In addition, proposers should succinctly describe the similarities and differences between these issuers and the State of Vermont. Describe any unique contribution your firm made to the transaction or the client's program and quantify the benefit to your client.

2. Qualifications and Key Personnel. The proposer shall provide the identity and describe the qualifications of key personnel, team members, and sub-consultants/contactors to be involved with this project, including their project assignments and the extent of their participation. The proposer should describe its key personnel and project teams and those of its sub-consultants/contractors, demonstrating their capability and experience. The proposer should include résumés of all assigned personnel as attachments to the proposal.
3. Capacity, Organization, and Management Approach. The proposer should demonstrate its capacity to successfully apply and commit itself to the project's tasks and to complete required services. It should describe its management approach, staffing, and schedule for this project, scheduling, and its plan for coordination activities. The proposer should describe its proposed organizational structure and management approach to this project. It should describe the project team and its plan to maintain schedule and cost control on this project, to resolve resource constraints, and to interact effectively with the Treasurer's operations and staff. Proposers should specifically address the teamwork and division of responsibilities envisioned for the State's underwriters, financial advisors, and other capital financing team members.
5. Technical Approach. The proposer should present its technical approach in a fashion that will enable the State Treasurer to evaluate its adequacy, completeness and, when applicable, its relationship to the overall projects and goals of the State.

Part III -- Cost Proposal

The Cost Proposal should include an overall budget and staff rates per hour for each type of issue and/or category of work, and all other expenses or costs associated with the performance of this contract. Please use the format in Attachment A to complete the cost proposal. In addition, proposers have the option of including a discussion of any methods of compensation or budgeting they have employed in the past with other similar public issuers or would be willing to employ in the future, which are intended to provide quality legal services in a cost-effective manner.

V. EVALUATION CRITERIA

The factors to be used in evaluating the responses will include, but are not limited to, the following:

1. The ability to provide the requested services.
2. Qualifications of staff to be assigned to engagement.
3. Proposed fees and compensation.
4. Quality and conciseness of responses.
5. Quality of references.
6. The value of any service suggestions, or other new ideas and enhancements.

Fees and compensation will be an important factor in the evaluation of responses. However, the Office of the State Treasurer is not required to select the low-cost bidder, but may select the bid that demonstrates the “best value” overall, including proposed alternatives, and that meets the objectives of this RFP. The Office of the State Treasurer reserves the right to negotiate a change in any element of contract performance or cost identified in the RFP.

ATTACHMENT A

Cost Proposal Form

Please provide a quote of your annual proposed fees, in maximum dollar ceilings, for the full range of services specified in the RFP. As an alternative, the proposer may state an annual fixed dollar fee for each service.

The bidder should use the following format to submit cost proposal:

Service:	Year 1	Year 2	Optional Renewal Period (up to two 1-year renewals)
a. General Obligation Bond Issue, all inclusive of all work necessary to complete tax, issuance, and disclosure documents	Hourly Rate: Maximum: Or Fixed Fee:	Hourly Rate: Maximum: Or Fixed Fee:	Hourly Rate: Maximum: Or Fixed Fee:
b. Citizen Bond Issue, all inclusive of all work necessary to complete tax, issuance, and disclosure documents	Hourly Rate: Maximum: Or Fixed Fee:	Hourly Rate: Maximum: Or Fixed Fee:	Hourly Rate: Maximum: Or Fixed Fee:
c. Refunding Bond Issue, all inclusive of all work necessary to complete tax, issuance, and disclosure documents	Hourly Rate: Maximum: Or Fixed Fee:	Hourly Rate: Maximum: Or Fixed Fee:	Hourly Rate: Maximum: Or Fixed Fee:
d. GARVEE Bond Issue, all inclusive of all work necessary to complete tax, issuance, and disclosure documents	Hourly Rate: Maximum: Or Fixed Fee:	Hourly Rate: Maximum: Or Fixed Fee:	Hourly Rate: Maximum: Or Fixed Fee:
e. Short-Term Debt Issuance (BANs, RANs) all inclusive of all work necessary to complete tax, issuance, and disclosure documents	Hourly Rate: Maximum: Or Fixed Fee:	Hourly Rate: Maximum: Or Fixed Fee:	Hourly Rate: Maximum: Or Fixed Fee:
f. Short-Term Debt, other than above, for which preparation of an official statement is not required	Hourly Rate: Maximum: Or Fixed Fee:	Hourly Rate: Maximum: Or Fixed Fee:	Hourly Rate: Maximum: Or Fixed Fee:
g. Arbitrage rebate calculations and compliance	Hourly Rate: Maximum: Or Fixed Fee:	Hourly Rate: Maximum: Or Fixed Fee:	Hourly Rate: Maximum: Or Fixed Fee:

h. Debt-Related work (includes reallocation of projects and tax analysis, advice on bond and tax matters, not associated with normal issuance above)	Hourly Rate: Maximum: Or Fixed Fee:	Hourly Rate: Maximum: Or Fixed Fee:	Hourly Rate: Maximum: Or Fixed Fee:
i. Other Services (specify)	Hourly Rate: Maximum: Or Fixed Fee:	Hourly Rate: Maximum: Or Fixed Fee:	Hourly Rate: Maximum: Or Fixed Fee:
j. Other expenses (specify)	Maximum:	Maximum:	Maximum:

Optional: If the proposer wishes to propose an all-inclusive discounted fee for services in items a through i above, please state hourly rate and a maximum rate.

Optional: The proposer may include a discussion of any methods of compensation or budgeting they have employed in the past with other similar public issuers or would be willing to employ in the future, which are intended to provide quality legal services in a cost-effective manner.

Attachment B

STANDARD CONTRACT PROVISIONS

**STATE OF VERMONT
STANDARD CONTRACT FOR PERSONAL SERVICES**

Contract # _____

1. **Parties:** This is a contract for personal services between the State of Vermont _____ (hereafter called "State"), and _____ with _____ principal place of business in _____ (hereafter called "Contractor"). Contractor's form of business organization is _____. Contractor (is/is not) required by law to have a Business Account Number from the Vermont Department of Taxes. Account Number is (#_____/not required by law).

2. **Subject Matter:** The subject matter of this contract is personal services generally on the subject of _____. Detailed services to be provided by the Contractor are described in Attachment A.

3. **Maximum Amount:** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$_____.00.

4. **Contract Term:** The period of Contractor's performance shall begin on _____, 20____, and end on _____, 20____.

5. **Prior Approvals:** If approval by the Attorney General's Office or the Secretary of Administration is required (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

- Approval by the Attorney General's Office is/is not required.
- Approval by the Secretary of Administration is/is not required.

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

7. **Cancellation:** This contract may be canceled by either party by giving written notice at least ____ days in advance of the proposed cancellation date.

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

- Attachment A – Specifications of Work to be Performed
- Attachment B – Payment Provisions
- Attachment C – "Customary State Contract Provisions" (revision date 2/95).
- Attachment D – Standards of Conduct

Contract #

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

by the **STATE OF VERMONT:**

by the **CONTRACTOR:**

Date: _____

Date: _____

Signature: _____

Signature: _____

Name/Title: _____

Name/Title: _____

Agency: _____

Fed ID/S. Sec# _____

**STATE OF VERMONT
CONTRACT FOR PERSONAL SERVICES**

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

(Insert Attachment A)

**STATE OF VERMONT
CONTRACT FOR PERSONAL SERVICES**

**ATTACHMENT B
PAYMENT PROVISIONS**

(Insert Attachment B)

**STATE OF VERMONT
CONTRACT FOR PERSONAL SERVICES**

**ATTACHMENT C
CUSTOMARY STATE CONTRACT PROVISIONS**

1. **Entire Agreement:** This contract 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 contract shall be governed by the laws of the State of Vermont.
3. **Appropriations:** If this contract extends into more than one fiscal year of the State (July 1 to June 30) and if appropriations are insufficient to support this contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriations authority.
4. **No Employee Benefits for the Contractor:** The Contractor understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation and sick leave, worker's compensation, or other benefits or services available to State employees, nor will the State withhold any State or Federal taxes. The Contractor 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 Contractor, and information as to contract income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
5. **Independence, Liability:** The Contractor will act in an independent capacity and not as officers or employees of the State. The Contractor shall indemnify, defend, and hold harmless the State and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of the Contractor's acts and/or omissions in the performance of this contract.
6. **Insurance:** Before commencing work on this contract, the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Contractor to maintain current certificates of insurance on file with the State through the term of the contract.

Worker's Compensation: With respect to all operations performed, the Contractor shall carry worker's 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 Contractor shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Independent Contractor's Protective
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 Products Aggregate
\$50,000 Fire Legal Liability

Automotive Liability: The Contractor shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with the contract. Limits of coverage shall not be less than \$1,000,000 Combined Single Limit.

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

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

8. Records Available for Audit: The Contractor will maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to costs incurred under this agreement, and make them available at reasonable times during the period of this contract 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 contract.

9. Fair Employment Practices and Americans with Disabilities Act: The Contractor agrees to comply with the requirements of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Contractor 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 Contractor under this contract. Contractor further agrees to include this provision in all subcontracts.

10. Set Off: The State may set off any sums which the Contractor owes the State against any sums due the Contractor under this contract; 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.

11. Taxes Due to the State:

- a. Contractor 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, and corporate and/or personal income tax on income earned within the State.
- b. Contractor certifies under the pains and penalties of perjury that, as of the date the contract is signed, the Contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

c. Contractor understands that final payment under this contract may be withheld if the Commissioner of Taxes determines that the Contractor 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. Contractor also understands the State may set off taxes (and related penalties, interest, and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal recourse to contest the amounts due.

12. **Child Support:** (Applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the date the contract 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 Office of Child Support Services and is in full compliance with that plan.

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

13. **Subcontractors:** Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without prior written approval of the State. Contractor also agrees to include in all subcontract agreements a tax certification in accordance with Paragraph 11 above.

14. **No Gifts or Gratuities:** Contractor shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this contract.

15. **Copies:** All written reports will be printed using both sides of the paper.

Notwithstanding any other provision in this contract, the parties understand that this contract is a public record.

- End -