TOWN OF HARTFORD
LOCAL LIQUOR CONTROL BOARD
AND SELECTBOARD AGENDA

Tuesday, July 19th, 2016 at 6:00 pm
Hartford Town Hall
171 Bridge Street
White River Junction, Vermont 05001

I. Call to Order Local Liquor Control Board/Selectboard Meeting and Pledge of Allegiance

II. Order of Agenda

III. Liquor Control Board

(No items of business)

IV. Selectboard (Motion to Open Selectboard Meeting)

1. **Citizen, Selectboard Comments and Announcements:** TBD

2. **Appointments:** Appoint Selectboard Member to Charter Commission

3. **Board Reports, Motions & Ordinances:**

   a) Authorize Exception to Purchasing Policy for use of State Contracts
   b) Authorize Exception to Purchasing Policy for Sole Source Acquisition of Police Radios due to Officer Safety and Standardization
   c) Delegate Signature Authority for Vermont Urban Search and Rescue MOU
   d) Board Discussion on Committee/Commission Liaison Assignments
   e) Board Discussion on Charter Review Commission Charge and Composition

4. **Town Manager's Report:** (TBD, Board Questions, Concerns, Requests, Project Updates, etc.)

5. **Commission Meeting Reports:** TBD

6. **Consent Agenda (Mot. Req.):**

   a) Approve Payroll Ending 7/16/16
   b) Approve A/P Manifest 7/15/16 & 7/18/16
   c) Approve Meeting Minutes of 7/5/16 and 7/8/16
   d) Selectboard Meeting Dates of 8/2/16, 8/16/16, 8/30/16

7. **Executive Session** (1 VSA 313) (if needed) (Mot. Req.):

   a) **Personnel**
   In accordance with Vermont's Open Meeting Law requirements, I move that the Board enter into Executive Session to discuss *Personnel* under the provisions of Title 1, Section 313(a) (3) of the Vermont Statutes.

   b) **Contracts and Labor Agreements**
   In accordance with Vermont's Open Meeting Law requirements, I move that the Board find that public discussion of *Contracts* would clearly involve disclosure of private personal information and that premature general knowledge of the discussion of *Labor Agreements* would clearly place the Selectboard at a substantial disadvantage, because the Selectboard risks disclosing its approach to the labor agreements if it discusses these Labor Agreements in public. I further move that the Board enter into Executive Session to discuss *Contracts and Labor Agreements*, under the provisions of Title 1, Section 313(a) (1) of the Vermont Statutes.

   - Motion to Close Executive Session

V. Adjournment (Mot. Req.)

All Meetings of the Hartford Selectboard are open to the public. Persons who are seeking action by the Selectboard are asked to submit their request and/or materials to the Selectboard Chair or Town Manager's office no later than noon on the Wednesday preceding the scheduled meeting date. Requests received after that date will be addressed at the discretion of the Chair. Citizens wishing to address the board should do so during the Citizen Comments period; comments from the public

TOWN OF HARTFORD, VERMONT

PURCHASING POLICY AND PROCEDURE
(Version 2)

Approved at 5/14/13 BOS Meeting

1.0 INTRODUCTION AND PURPOSE

The purpose of this Policy and the related procedures is to establish an effective purchasing system based upon standard procedures that are utilized by all departments on a consistent basis; to maximize the purchasing value of public funds in procurement; to provide safeguards for maintaining a procurement system of quality and integrity. With a formal system of buying goods and services, the Town of Hartford is clear about what it is purchasing, avoids disputes with vendors, provides a full audit trail of purchases, allows level competition to set prices, controls spending and limits the possibility of waste, creates an organized system of checks and balances, and enhances public trust.

This Policy applies to all contracts for the procurement of supplies, materials, services, and construction, entered into by the Town. It shall apply to every expenditure of public funds of the Town for public purchasing, irrespective of the source of the funds. When the procurement involves federal or state financial assistance, the procurement shall be conducted in accordance with any applicable federal or state laws and regulations in addition to this Policy.

Also, this policy should be followed in conjunction with the "Purchase Card Program Policy & Procedure."

2.0 DEFINITIONS

2.1 Bid. The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

2.2 Bidder. Any person, firm or corporation submitting a bid for the work.

2.3 Bonds. Bid, performance, and payment bonds and other instruments of security, furnished by the contractor and his surety in accordance with the contract documents.

2.4 Brand Name or Equal Specification. A specification limited to one or more items, manufacturers names, or catalog numbers to describe the standard of quality, performance, and other salient characteristics needed to meet the Town's requirements, and which provides for the submission of equivalent products.

2.5 Brand Name Specification. A specification limited to one or more items by manufacturer's names or catalog numbers.

2.6 Business. Any corporation, partnership, Limited Liability Company, sole proprietorship, individual, joint venture, or any other private legal entity.

2.7 Change Order. A written order to the contractor authorizing an addition, deletion, or revision in the work within the general scope of the contract documents, or authorizing an adjustment in the contract price or contract time.

2.8 Contract. All types of Town agreements, regardless of what they may be called, for the procurement of materials, supplies, services, or construction.

2.9 Confidential Information. Any information which is available to an employee only because of the employee's status as an employee of the Town, is not a matter of public knowledge, or available to the public on request.

2.10 Construction. The process of building, altering, repairing, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

2.11 Contract Documents. The contract, including any advertisement for bids, information for bidders, bids, bid bonds, agreements, payment bonds, performance bonds, notices of award, notices to proceed, change orders, plans, specifications, and addenda.

2.12 Contract Price. The total monies payable to the contractor under the terms and conditions of the contract documents.

2.13 Contract Time. The number of calendar days stated in the contract documents for the completion of the work.

2.14 Contractor. The person, firm, or corporation with whom the Town has executed the agreement.

2.15 Employee/Official. An individual drawing a salary or wage from the Town; any non-compensated individual performing personal services for the Town or any department, agency, commission, board, or any other entity established by the executive or legislative branch of the Town; and any non-compensated individual serving as an elected or appointed official of the Town.

2.16 Invitation to Bid. All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

2.17 Person. Any business, individual, union, committee, other organization, or group of individuals.

2.18 Procurement. The buying, purchasing, renting, leasing, negotiating or otherwise acquiring of any materials, supplies, services, or construction. It also includes all functions that pertain to the obtaining of any material, supply, service, or construction, including description requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.

2.19 Project. The undertaking to be performed as provided in the contract documents

2.20 Request for Proposal. All documents, whether attached or incorporated by reference, utilized for soliciting proposals.

2.21 Responsible Bidder or Offeror. A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

2.22 Responsive Bidder. A person who has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.

2.23 Services. The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

2.24 Specifications. A section of the contract documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.

2.25 Subcontractor. An individual, firm, or corporation having a direct contract with the contractor or with any other subcontractor for the performance of part of the work at the site.

2.26 Supplies. All property, including but not limited to equipment, materials, printing, insurances, and leases of real property, excluding land or a permanent interest in land.

3.0 PURCHASING POLICIES

3.1 Purchases shall not be split into smaller quantities or amounts to avoid any of the procedures outlined herein.

3.2 Purchases of goods and services up to $500 in total price shall be purchased by departments directly. A purchase order is not required for such purchases, although Department Heads are responsible for approving these purchases in advance. Payment will be made by coding and signing the bill when it arrives, and submitting it to the Finance Department for payment. Department Heads may choose to use purchase orders for all purchases, even those under $500, and such use is encouraged.

3.3 Purchases of goods and services between $500 and $4,000 in total price shall be made by departments directly through the use of a Departmental Purchase Order approved by the Department Head. Purchase orders do not have to be submitted to the Finance Department in advance of purchase, although Department Heads are responsible for approving these purchases in advance. Price quotations are not necessary.

3.4 Purchases of goods and services with a total price between $4,000 and $10,000 require signoff on the purchase order by the Department Head, Town Manager, and Finance Director prior to order placement. The purchase order shall be supported by three (3) written or verbal price quotations. The Department Head shall clearly indicate the recommended vendor. If the lowest quotation is not recommended, attachments to the purchase order shall indicate the reason for the choice. The purchase requisition must be submitted in advance of the purchase.

3.5 Purchases of goods and services with a total price between $10,000 and $20,000 require signoff on the purchase order by the Department Head, Town Manager, and Finance Director prior to order placement. The purchase order shall be supported by three (3) written price quotations. The Department Head shall clearly indicate the recommended vendor. If the lowest quotation is not recommended, attachments to the purchase order shall indicate the reason for the choice. The purchase requisition must be submitted in advance of the purchase.

3.6 Purchases of goods and services with a total price over $20,000 shall be made through Competitive Sealed Bidding (Section 5) or Competitive Sealed Proposals (Section 6).

3.7 Waiver of the requirement to submit written or verbal price quotations (Section 3.4 and 3.5) can only be made by the Town Manager. Waiver of the requirements for Competitive Sealed Bidding or Competitive Sealed Proposals can only be made by the Board of Selectmen.

4.0 PREPARATION AND PROCESSING OF PURCHASE ORDERS

Purchase orders are contracts between the Town and vendors. When properly completed, purchase orders should clearly convey the particulars of what the Town is purchasing, and what is therefore expected from the vendor.

In order for the Town to receive the benefits that a purchase order system provides, all departments shall complete purchase orders or purchase requisitions prior to purchasing goods or services, except for purchases of goods or services of less than $500.

The appendix includes a list of exceptions to the use of purchase orders.

4.1 It is intended that the white copy of the Purchase Order should be given to the vendor at the time the purchase is made; the yellow and pink copy should be forwarded to the Finance Department with the appropriate attachments for payment. The yellow copy will be returned to the department initiating the purchase when payment has been made. Purchase orders can also be used for purchases under $500 if a Department Head so chooses. Such use is encouraged.

4.2 Purchase orders should be filled out legibly and completely, including dates and signatures in all appropriate areas. Please keep in mind that the forms contain multiple pages, so please bear down hard when completing the form so the copies can be read. If approval of more than one Department Head or the Town Manager is required, these approvals must be obtained prior to submission to the Finance Department. For all new vendors that are providing services to the Town, and are not corporations, it is the responsibility of the Department Head to obtain a signed Form W-9 from the vendor prior to any checks being issued to that vendor.

4.3 Purchase orders or purchase requisitions should clearly indicate the budget account number that the expense is to be charged to. Expenses should be charged to the appropriate expense account regardless of whether an amount was budgeted for that account or not. The Finance Department will review the account number for accuracy before payment.

4.4 In order for the Finance Department to process a purchase order for payment, it must be accompanied by an original invoice, as well as a receiving report or some other documentation to indicate that the goods or services were received. The invoice and receiving report must also be signed and coded by the person authorizing the purchase.

4.5 The Finance Department pays invoices every other week, but checks are not released until approved by the Board of Selectmen at its next regular meeting. For purchase orders to be processed on a timely basis, all purchase orders must be completed, with all the appropriate documentation attached and authorized, and submitted to the Finance Department no later than the end of the day on Wednesday. Checks are written on alternate Fridays, submitted to the Board for approval at its Tuesday night meeting, and are available on Wednesday following the meeting. Purchase orders that are not submitted to the Finance Department by Wednesday will not be processed that week.

4.6 For any purchase orders where a department needs to have checks available for distribution prior to the regular release date, the Department Head must receive authorization from the Town Manager for early release. Such purchase orders shall be designated as "early release" directly on the purchase order prior to submission to the Town Manager.

4.7 Emergency purchases may be made by departments only in the event of a real emergency, when the normal operation of the department is in jeopardy, or there exists a threat to public health, welfare, or safety. Every effort shall be made to ensure that such purchases are made with such competition as is practicable under the circumstances. Every effort shall be made to inform the Town Manager of the need for the purchase and to obtain his approval prior to making the emergency purchase, or as soon thereafter as possible. Purchase Cards should be used when possible to avoid this situation. Department heads will be responsible for purchases made under these circumstances.

5.0 COMPETITIVE SEALED BIDDING

The purchase of materials, goods, supplies, services, and all construction work costing in excess of $20,000 must be made through a competitive bid process. Only the Board of Selectmen may waive competitive provisions.

5.1 An Invitation to Bid shall be issued, and shall include specifications and all contractual terms and conditions applicable to procurement. The invitation shall be sent to known qualified suppliers or contractors. The identification of suppliers or contractors is the responsibility of the requesting department. Public notice shall be given by publication of the Invitation to Bid in a newspaper of general circulation at least ten (10) calendar days prior to the date set forth therein for the opening of bids, supplemented by additional newspapers or trade journals as necessary and appropriate. All public notice shall include the place, date, and time of bid opening. Pre-bid conferences shall be held if they are determined to be necessary and appropriate. Specifications for preparation of the Invitation to Bid are found in the appendix.

5.2 Bids shall be accepted up to the time specified for receipt of bids in the Invitation to Bid. All late bids shall remain unopened and shall be rejected. Bids shall be opened publicly at the time and place designated in the Invitation to Bid. In the presence of at least one witness, the Town Manager and witness(es) shall, under penalties of perjury, list the names of all bidders and the amounts of their bids, and declare that the list is complete and accurate. Copies of this list shall be filed with the contract.

5.3 Bids shall be unconditionally accepted without alteration or correction, except as herein authorized. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability, such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation to bid shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that are not set forth in the invitation to bid. Technical assistance shall be obtained as needed in interpreting and evaluating specifications.

5.4 Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified if withdrawn by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a non-judgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Town or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident, or the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Town Manager.

5.5 The Department Head shall then make a bid award recommendation to the Town Manager, who shall then award the contract to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation to bid. In the event the low responsible and responsive bid for a construction project exceeds available funds, and such bid does not exceed such funds by more than five percent, the Department Head is authorized to negotiate an adjustment of the bid price with the low responsible and responsive bidder, in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be based only upon eliminated independent deductive items specified in the invitation for bids.

6.0. COMPETITIVE SEALED PROPOSALS

When the Town determines that the use of competitive sealed bidding is either not practicable or advantageous to the Town, a contract may be entered into by use of the competitive sealed proposals method. Competitive sealed proposals allows for consideration of factors in addition to price. Generally, professional services fall into the category of competitive sealed proposals.

6.1 Proposals shall be solicited through a formal and written request for proposals. The RFP shall be in a form acceptable to the Town Manager, and shall outline the scope of services to be performed, evaluation criteria to be used in judging proposals, minimum qualifications or professional experience, and other standards. The RFP shall state the relative importance of price and other evaluation factors. Technical assistance shall be obtained as necessary in interpreting and preparing the specifications.

6.2 Public notice of the request for proposals shall be given in the same manner as provided in Section 5.1 (Competitive Sealed Bidding). Pre-bid conferences shall be held if they are determined to be necessary and appropriate.

6.3 No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

6.4 As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussion, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors.

6.5 Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the Town, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

7.0. EMPLOYEE EXPENSE REIMBURSEMENTS AND ADVANCES

Expenses shall be billed directly to the Town wherever possible, consistent with the Town's Purchasing Policy and Procedures. This can often easily be accomplished through the use of employee purchase cards that have been issued.

7.1 For mileage expenses Town purchase cards cannot be used. Expenses claimed for mileage shall be supported by documentation as to the date and purpose of each trip, and the number of miles for each trip.

7.2 Other travel and expenses claimed musts be approved and allowable under existing Town policy and supported by complete evidence and documentation.

7.3 Cash advances will only be granted in special circumstances when there is no other viable option. Cash advance will not be given for regular travel. Employees should utilize their purchase cards. All cash advances over $500 require approval by the Town Manager and Finance Director.

8.0. CONTRACTOR INSURANCE REQUIREMENTS

Construction contractors with whom the Town does business will be required to carry general casualty insurance of at least $2 million aggregate and $1 million per incident. Proof of this insurance must be presented to the Town prior to entering into any work agreement with the contractor. In addition, the Town will be named as a covered party under all relevant contractor insurance policies.

APPENDIX I
EXCEPTIONS TO PURCHASE ORDER POLICY

Invoices for the following goods and services do not require a Purchase Order for payment. Employees may choose to utilize a Purchase Order although it is not required.

- Payments on behalf of employees from payroll deduction accounts, including, but not limited to, payments made for federal and state withholding taxes, voluntary deductions for insurance and deferred compensation, and payments to VMERS or ICMA retirement accounts.

- Payment associated with the renewal of property and liability insurance, public officials liability insurance, public officials fidelity bond insurance, and workers compensation insurance.

- Telephone and electric bills

- Debt service payments, including principal and interest on bonded debt and capital lease payments.

- Payment of appropriations approved by Special Articles at Town Meeting.

APPENDIX II
PREPARATION OF THE INVITATION TO BID

1.0 GENERAL CONDITIONS PERTINENT TO THE BID

1.1 The Town of Hartford reserves the right to indicate whether equivalents (i.e., items of comparable quality) will be considered and under what conditions. Documentation is required for all substitutions.

1.2 The terms of the contract (i.e., effective dates, extensions of contract) shall be specified in the bid.

1.3 The delivery mode of the purchased services or commodity shall be determined and specified taking into account prevailing industry practices or customs. In addition, the bid shall specify who pays for the freight, how damaged goods will be returned, what guarantees exist on the product or work to be performed. All shipments shall be FOB the Town. Any other FOB terms are considered exceptions in making the award.

1.4 All bidders must identify the product or service on which they are bidding on all envelopes.

1.5 Where justified and practical, samples shall be requested to be submitted with the bid at no charge to the Town

2.0 SPECIAL BID CONDITIONS

2.1 Bid Bonds. Bid Bonds may be required at the discretion of the Town Manager. Bid security, when required, shall be a bond provided by a surety company authorized to do business in the State of Vermont, or the equivalent in cash, or otherwise supplied in a form satisfactory to the Town. The bid security shall be in an amount equal to at least 5% of the amount of the bid. If a bidder is permitted to withdraw its bid before award, as provided in Section 5 of the Policy (Competitive Sealed Bidding) no action shall be had against the bidder or the bid security.

2.2 Performance Bonds. Performance bonds shall be required of all contracts awarded that exceed $25,000 in estimated value. Bid security shall be a bond provided by a surety company authorized to do business in the State of Vermont, or otherwise supplied in a form satisfactory to the Town. The bid security shall be in an amount equal to at least 100% of the price specified in the contract for the full term of the contract.

2.3 Payment Bonds. Payment bonds, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract, shall be required of all contracts awarded that exceed $25,000 in estimated value. Bid security shall be a bond provided by a surety company authorized to do business in the State of Vermont, or otherwise supplied in a form satisfactory to the Town. The bid security shall be in an amount equal to at least 100% of the price specified in the contract for the full term of the contract.

2.4 Certificates of Insurance. Certificates of insurance may be required at the discretion of the Town Manager. Certificates of insurance, when required, shall be in a form and amount acceptable to the Town.

3.0 SPECIFICATIONS

3.1 Requesting departments should clearly define the minimum quality requirements of the purchase in a fashion specific enough to ensure the desired level of quality, but flexible enough to elicit multiple bids.

3.2 Requesting departments should consider performance specifications which allow the bidders relative freedom in terms of designing while ensuring the desired results.

3.3 Brand names should be avoided, except in special circumstances.

4.0 QUANTITIES AND PRICE

4.1 Unit prices shall be provided and totals extended, including discounts where applicable.

4.2 Bidders shall detail reasons for price adjustments in annual contracts.

5.0 PREPARATION OF THE INVITATION FOR BID

The requesting department shall prepare an invitation for bid specifying:

5.1 The time and date for receipt of bids, the address to which bids are to be delivered, and the date by which the Town may select a bid and contract with a vendor.

5.2 The materials or services being purchased. If a proprietary description is used, the specifications should state that any equivalent product or service meeting the minimum needs of the Town may be bid, and that it is the responsibility of the offeror to demonstrate equivalency of any alternate.

5.3 The evaluation criteria, standards, and performance measure by which the acceptability as to quality, workmanship, results of inspections and test, suitability for a particular purpose, and other measures of acceptability will be determined.

5.4 All contractual terms and conditions applicable to the procurement, including provisions and expectations for retainage.

5.5 Each bidder shall certify on the bid under penalties of perjury that the bid is in all respects bona fide, fair, and made without collusion or fraud with any other person.

If the proposed contract period exceeds one year, the Invitation for Bid shall state:

5.6 The amount of materials or services required for the proposed contract period and whether such amount is the actual amount required, or an estimate.

5.7 That the Town shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year.

5.8 That the bidder shall give a unit price for each material or service.

5.9 Whether a unit price must be quoted for the duration of the contract, must be quoted for each fiscal year of the contract, or must be quoted for the first fiscal year and will be adjusted thereafter and what method of adjustment will be used, if any.

5.10 How the award will be determined, including how prices will be compared if contractors submit prices for each fiscal year of the contract.

5.11 Specific insurance and bonding requirements, with the stipulation that no work shall commence under the contract (by contractor or subcontractor) until all insurance and bonding required by the Town has been obtained and approved by the Town.

5.12 If the proposed contract is to contain an option for renewal or extension, the Invitation for Bid shall contain a notice of the provision.

6.0 PUBLIC NOTICE

Copies of the Invitation for Bid shall be available on an equal basis. Public notice of the Invitation for Bid shall be given no less than ten (10) calendar days prior to the date for the opening of the bids. The notice shall:

6.1 Indicate where and when an Invitation for Bid may be obtained, where and by what date bids must be submitted, and where and when bids will be opened.

6.2 Describe the product or service desired.

6.3 Reserve the Town's right to reject any and all bids.

6.4 Remain posted for at least ten (10) days in a conspicuous place (public information bulletin board) until the time specified in the Invitation for Bids, or receipt of bids.

6.5 Be published at least once, not less than ten (10) days prior to the time specified in the Invitation for Bid for receipt of bids, in a newspaper of general circulation, and other publications deemed appropriate.

APPENDIX III
SAMPLE PURCHASE ORDER

5-08 : 1-04 : 07/00

Town of Hartford Vermont

Purchase Order

Please indicate *Purchase Order No.* on Invoice

No: 29951

Bill to: TOWN OF HARTFORD, 171 Bridge Street, White River Junction, VT 05001 -1920 • Phone 802 295-9353 • Fax 802 295-6382

Vendor No._____ Telephone No. _____ _____ - _____

VENDOR NAME:

_____

_____

_____

SHIP TO: TOWN OF HARTFORD

_____

_____

_____

PREPARED BY: _____ _____ *Signature* *Date*

AUTHORIZED BY: _____ _____ *Department Head* *Date*

RECEIVED BY: _____ _____ *Finance Department* *Date*

***AUTHORIZED BY TOWN MANAGER** _____ _____ *Town Manager* *Date*

TOWN USE ONLY *Line Item Codes*	*Catalog Page*	*Qty*	*Item No.*	*DESCRIPTION*	*Unit Price*	*TOTAL*

VENDOR QUOTATIONS:

#1 _____

#2 _____

#3 _____

REMARKS: _____

SUBTOTAL _____

FREIGHT _____

MISC. _____

BALANCE DUE _____

INSTRUCTIONS:

Complete for all purchases over $500. All purchases require approval of Department Head before order is placed . Yellow copy is remitted to Finance Department with documentation for payment. Purchase orders are optional for purchases under $500. Department Head approval is still required.

* All purchases of **$4000 or more** require approval of the Town Manager and acceptance by Finance Department before order is placed. Purchases between $4000 and $10,000 require three (3) verbal or written quotations. Purchases between $10,000 and $20,000 require three (3) written quotations. Purchases over $20,000 require competetive bidding.

WHITE: Vendor • YELLOW: Finance PINK: Department

VERMONT

Department of Buildings and General Services
BGS Financial Operations
Office of Purchasing & Contracting
10 Baldwin St. [phone] 802-828-2211
Montpelier, VT 05633-7501 [fax] 802-828-2222
http://bgs.vermont.gov/purchasing

Agency of Administration

NOTICE OF INVITATION TO BID

March 28, 2016

You are hereby notified that the Vermont Office of Purchasing and Contracting has issued an RFQ entitled:

ROLLER

If you are interested in submitting a bid, please go to the following web site:

http://bgs.vermont.gov/purchasing/bids

Here you will find the bid documents ready to be downloaded.

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

http://bgs.vermont.gov/purchasing/bids

THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK http://bgs.vermont.gov/purchasing/bids FOR ANY AND ALL NOTIFICATIONS, RELEASES AND AMENDMENTS ASSOCIATED WITH THE RFP.

If you should have any problems in downloading the documents, you may contact me at 802.828.4681 or via e-mail at Steven.smith@vermont.gov.

Sincerely,

Steve Smith
Purchasing Agent

VERMONT

Department of Buildings and General Services
BGS Financial Operations
Office of Purchasing & Contracting
10 Baldwin St [phone] 802-828-2211
Montpelier VT 05633-7501 [fax] 802-828-2222
http://bgs.vermont.gov/purchasing

Agency of Administration

SEALED BID

REQUEST FOR QUOTATION

Roller

ISSUE DATE: **March 28, 2016**

DUE DATE and TIME: **April 11, 2016 @1400**

LOCATION OF BID OPENING: **10 Baldwin St, Montpelier**

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

http://bgs.vermont.gov/purchasing/bids

THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK http://bgs.vermont.gov/purchasing/bids FOR ANY AND ALL NOTIFICATIONS, RELEASES AND AMENDMENTS ASSOCIATED WITH THE RFQ.

PURCHASING AGENT: **Steve Smith**
TELEPHONE: **(802) 828-4681**
E-MAIL: **Steven.smith@vermont.gov**
FAX: **(802) 828-2222**

1. **OVERVIEW:**

1.1. **SCOPE AND BACKGROUND:** The Office of Purchasing & Contracting is seeking to establish purchasing agreements with one or more companies that can provide up to 4 (four) each Caterpillar CB34 XW or approved equal rollers, in accordance with the attached specifications listed in RFQ#08131-72.

1.2. **SINGLE POINT OF CONTACT:** All communications concerning this Request for Quotations (RFQ) are to be addressed in writing to the attention of: **Steve Smith**, Purchasing Agent, State of Vermont, Office of Purchasing & Contracting, 10 Baldwin St - Montpelier, Montpelier, VT 05633-7501. **Steve Smith**, Purchasing Agent is the sole contact for this proposal. Actual contact with any other party or attempts by bidders to contact any other party could result in the rejection of their proposal.

1.3. **BIDDERS' CONFERENCE:** A bidders' conference is not scheduled at this time.

1.4. **INSTRUCTIONS FOR BIDDERS**: see sections 5 and 6.

2. **GENERAL REQUIREMENTS:**

2.1. **DELIVERY:** Responsibility for product delivery remains with the contractor until the product is properly delivered and signed for in accordance with the Office of Purchasing & Contracting terms and conditions. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Such containers will remain 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.

2.2. **PRICING:** 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, oiled, and ready for immediate use, unless otherwise requested by the purchasing agency.

2.3. **ECONOMETRIC MODELING**: The Department of Buildings and General Services in accordance with Act 112 of the Acts of 2012, "An act relating to evaluating net costs of government purchasing," requires the Secretary of Administration and the legislative economist to design and implement a pilot project to help measure the net fiscal impact to the state of certain identified purchases. In order to accomplish this goal, we are seeking data on contracts for goods and services to support the econometric evaluation. Questions have been identified that may assist the state in the data collection process which will ultimately be used for Econometric Modeling.

For bid amounts exceeding $100,000.00 bidders are required to complete and submit the Econometric Modeling Questionnaire included as part of this RFP at time of bid.

2.4. **QUALITY:** All products provided under these agreements 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.

2.5. **SAMPLES:**

2.5.1. **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.

2.5.2. **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.

2.5.3. **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 all terms and conditions, performance related and otherwise, specified in the Bid Specifications. 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.

2.5.4. **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 in the Bid Specifications, 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.

2.6. **EQUIPMENT WARRANTY**: The manufacturer shall include with their proposals a written warranty for each piece of equipment and software that they intend to furnish. Warrantees are to be based on commercial use. A minimum of one (1) year commercial use warranty is required. It is desirable that the bidder offer more than one (1) year.

2.7. **TECHNICAL SUPPORT/TRAINING**: **Indicate any offered.**

2.8. **AVAILABILITY: Indicate earliest delivery possible**

2.9. **INVOICING:** 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 or services and shall specify the address to which payments will be sent.

2.10. **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 during the first year of the contract if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given to resident bidders of the state and/or to products raised or manufactured in the state.

2.11. **CONFIDENTIALITY:** The successful response will become part of the contract file and will become a matter of public record, as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.

2.12. **CONTRACT TERMS:** The selected vendors will sign a contract with the State to provide the items named in their responses, at the prices listed. Minimum support levels, terms, and conditions from this RFQ, and the vendor's response will become part of the contract. This contract will be subject to review throughout its term. The State will consider cancellation upon discovery that a vendor is in violation of any portion of the agreement, including an inability by the vendor to provide the products, support, and/or service offered in their response.

2.13. **VERMONT STATE COLLEGES:** This contract is also available for use by the University of Vermont and the Vermont State Colleges Inc., a separate corporation, having under its jurisdiction Castleton State College, Johnson State College, Lyndon State College, Community College of Vermont, and the Vermont Technical College.

2.14. **TOWNS AND SCHOOLS OF THE STATE OF VERMONT:** At the bidder's election political subdivisions and independent colleges of the state may participate in state contracts at the same prices, terms and conditions. Items furnished to political subdivisions and independent colleges will be billed directly to and paid for by the political subdivisions or independent colleges and neither the State nor its Commissioner of Buildings and General Services personally or officially assumes any responsibility for these payments.

3. **ENVIRONMENTAL REQUIREMENTS:**

The State of Vermont is a national leader in the development and application of environmentally preferable purchasing and control of hazardous material use. 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" (Presidential Executive Order 13101; US EPA; generally accepted by industry).

We have 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.

3.1. **Mercury Content**: To minimize the amount of mercury-containing products utilized in its operations the State of Vermont will eliminate the purchase of products whenever feasible alternatives exist at a reasonable cost and comparable performance. Where mercury-free alternative products do not exist, preference will be given to the purchase of products with the lowest (documented) total mercury content feasible and products that bear a mercury content warning label as required of product manufacturers under Vermont law, Executive Order #03-02. The State of Vermont urges suppliers to continue to develop, produce, and bring to market appropriate, cost competitive, and effective mercury-free replacements.

3.2. **Paper:** The state desires to reduce the use of chlorine in the products it purchases to protect the environment from pollution (Executive Order 06-94). 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).

3.2.1. **Copier Paper**: The State of Vermont requires PCF copier paper which contains a minimum of 30% post-consumer recycled material (any virgin material must be TCF).

3.2.2. **Printing and Writing Paper**: The State of Vermont 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.

3.3. **Recycled Content**: The Commissioner 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.

3.4. **Sustainable Products:** Vendors are encouraged to provide alternate quotations on wood or paper products that are derived from sustainably managed forestlands. Such products must be independently third-party certified to acceptable standards. Sustainable-managed forest lands shall be defined as those lands enrolled and licensed under one of the following: 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 they are developed and implemented. Vendors must provide satisfactory documentation of certification with their bid.

3.5. **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 piece of equipment or product.

3.6. **Energy Efficiency (Energy Star):** To reduce our energy usage, energy-consuming devices must, without compromising quality or performance, meet or exceed Energy Star qualifications or comparable standards established by the U.S. Federal Government. Special exceptions to this requirement can be made only when it is not possible to meet the Energy Star requirements without compromising quality or performance of the contracted goods or service.

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

4. **VENDOR RESPONSE CONTENT AND FORMAT:** The content and format requirements listed below are the minimum required for our evaluation. They are not intended to limit the content of the proposals; vendors may include additional information or offer alternative solutions which may be considered.

4.1. **NUMBER OF COPIES: Submit one original bid and a copy on a CD or Thumb Drive.**

4.2. **PRICING:** Complete the attached RFQ#08131-72.

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

4.4. **OFFSHORE OUTSOURCING QUESTIONNAIRE**: This form must be completed and submitted as part of the response for the proposal to be considered valid.

4.5. **ENVIRONMENTAL INFORMATION FORM:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

4.6. **TOWNS AND SCHOOLS QUESTIONNAIRE:** We ask that bidders complete, sign and return the attached Towns and Schools Questionnaire regarding their willingness to extend the same contract pricing to these entities.

4.7. **ECONOMETRIC MODELING QUESTIONNAIRE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

5. **SUBMISSION INSTRUCTIONS:**

5.1. **CLOSING DATE:** The closing date for the receipt of proposals is **2:00 PM, April 11, 2016.**

5.2. The bid opening will be held at 10 Baldwin St, Montpelier, VT and is open to the public.

5.3. **SEALED BID INSTRUCTIONS:** All bids must be sealed and must be addressed to the State of Vermont, Office of Purchasing & Contracting, 10 Baldwin St - Montpelier, VT 05633-7501. BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.

5.3.1. All bidders are hereby notified that sealed bids must be received and time stamped by the Office of Purchasing & Contracting located at 10 Baldwin St - Montpelier, VT 05633-7501by the time of the bid opening. Bids not in possession of the Office of Purchasing & Contracting at the time of the bid opening will be returned to the vendor, and will not be considered.

5.3.2. Office of Purchasing & Contracting may, for cause, change the date and/or time of bid openings or issue an addendum. If a change is made, the State will make a reasonable effort to inform all bidders by posting at: http://bgs.vermont.gov/purchasing/bids.

5.3.3. All bids will be publically opened. Typically, the Office of Purchasing & Contracting will open the bid, read the name and address of the bidder, and read the bid amount. However, the Office of Purchasing & Contracting reserves the right to limit the information disclosed at the bid opening to the name and address of the bidder when, in its sole discretion, the Office of Purchasing & Contracting determines that the nature, type, or size of the bid is such that the Office of Purchasing & Contracting cannot immediately (at the opening) determine that the bids are in compliance with the RFP. As such, there will be cases in which the bid amount will not be read at the bid opening. Bid openings are open to members of the public. Bid results are a public record however, the bid results are exempt from disclosure to the public until the award has been made and the contract is executed.

5.4. **DELIVERY METHODS:**

5.4.1. 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.

5.4.2. EXPRESS DELIVERY: If bids are being sent via an express delivery service, be certain that the RFQ 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.

5.4.3. HAND DELIVERY: Hand carried bids shall be delivered to a representative of the Division prior to the bid opening.

5.4.4. ELECTRONIC: Electronic bids will not be accepted.

5.4.5. FAX BIDS: FAXED responses MAY be acceptable. You must contact the purchasing agent and obtain prior approval. If approval is received, the FAX must be prefixed with the "SEALED BID". Bidders are cautioned that if a FAXED response is approved it is their responsibility to originate the message in sufficient time to insure receipt by the Office of Purchasing & Contracting prior to the time of the bid opening. All pages must be printed and in the possession of the division prior to the date and time of the bid opening or the bid will not be considered. FAXED bidders are cautioned that bids submitted by the FAX method may be compromised prior to the time of the sealed bid opening. FAXED information is accessible when transmitted and confidentiality cannot be guaranteed. State reserves the right to reject a faxed bid if it appears that the faxed bid is incomplete or portions of the faxed bid or eligible.

6. **ATTACHMENTS:**

6.1. Attachment C: Standard State Contract Provisions (September 1, 2015)

6.2. Attachment D: Commodity Purchases Terms and Conditions

6.3. Certificate of Compliance

6.4. RFQ#08131-72

6.5. Offshore Outsourcing Questionnaire

6.6. Environmental Information Form

6.7. Towns and Schools Questionnaire

6.8. Econometric Modeling Questionnaire

ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS

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

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

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

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

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

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

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

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

   The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

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

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

$1,000,000 Per Occurrence

$1,000,000 General Aggregate

$1,000,000 Products/Completed Operations Aggregate

$ 50,000 Fire/ Legal/Liability

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

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

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

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

9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

   For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends $500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends $750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

10. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the

Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

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

13. **Taxes Due to the State**:

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

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

    c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

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

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

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

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

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

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

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

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

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

19. **Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

20. **Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

21. **Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

22. **Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

State of Vermont
ATTACHMENT D: Commodity Purchases Terms and Conditions

1. **Statement of Rights:** The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor'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.

2. **Responses:** Responses must be submitted on, or in accordance with, forms or format requirements provided by the Office of Purchasing & Contracting. Prices and all other information entered on the quote, except signature of vendor, should be typed or printed for legibility. ALL SUBMISSIONS MUST BE SIGNED.

3. **Prices:** Unless otherwise stated, prices are net and 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. All prices are delivered F.O.B. destination, unless otherwise stated.

4. **Taxes:** Most state purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.

5. **Order of Precedence:** The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the vendor's response and any amendments.

6. **Substitution:** Unless otherwise stated, vendors may offer substitutes to items identified by a manufacturer's number or brand. When offering a substitution, vendor must describe any differences and provide technical information that will assist in the evaluation. After an award is made, substitutions are not acceptable unless authorized in writing by the Office of Purchasing & Contracting.

7. **Specification Change:** Any changes or variations in the specifications must be received in writing from the Office of Purchasing & Contracting. Verbal instructions or written instructions from any other source are not to be considered.

8. **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 during the first year of the contract if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given to resident bidders of the State and/or to products raised or manufactured in the State.

9. **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.

10. **Cancellation:** The State specifically reserves the right to cancel the contract or any portion thereof providing, in the opinion of its Commissioner of Buildings and General Services, the services or materials supplied by the contractor are not satisfactory or are not consistent with the terms of the contract.

11. **Delivery:** Responsibility for product delivery remains with the contractor until the product is properly delivered and signed for in accordance with the Office of Purchasing & Contracting terms and conditions. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Such containers will remain 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.

12. **Invoicing:** All invoices are to be rendered by the Contractor on the vendor's standard bill-head and forwarded directly to the institution or agency ordering materials or services.

13. **Non Collusion:** The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree 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, all bidders should understand that this paragraph might be used as a basis for litigation.

14. **Amendments:** 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.

15. **Confidentiality:** The successful response will become part of the contract file and will become a matter of public record as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.

16. **Certification for apparel, footwear, and textiles (sweatshop prohibition):** Before commencing work on this contract, the contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of suppliers the contractor will promptly inform the Commissioner of Buildings and General Services of such changes.

Request for Quotation

State of Vermont

Return Bid To:
Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501

Request Quote ID.	Date	Buyer	Page
08131-0000000072	02/22/2016	Smith,Steven D	3
Payment Terms	**Date Quote Open**	**Closing**	
Net 30	03/28/2016	04/11/2016 14:00:00	

Vendor:

Ship To: 186 Industrial Lane Rd
Barre VT 05641
United States

Line	Item	Description	UOM	Quantity	Unit Price	Extended Amount

steven.smith@vermont.gov

CERTIFICATE OF COMPLIANCE

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

TAXES: Pursuant to 32 V.S.A. § 3113, bidder hereby certifies, under the pains and penalties of perjury, that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due to the State of Vermont as of the date this statement is made. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes.

INSURANCE: Bidder certifies that the company/individual is in compliance with, or is prepared to comply with, the insurance requirements as detailed in Section 7 of Attachment C: Standard State Contract Provisions. Certificates of insurance must be provided prior to issuance of a contract and/or purchase order. If the certificate(s) of insurance is/are not received by the Office of Purchasing & Contracting within five (5) days of notification of award, the State of Vermont reserves the right to select another vendor. Please reference the RFP and/or RFQ # when submitting the certificate of insurance.

CERTIFICATION FOR APPAREL, FOOTWEAR, AND TEXTILES (SWEATSHOP PROHIBITION): Bidder certifies that the company/individual is in compliance with the requirements as detailed in Section 16 of Attachment D: Commodity Purchases Terms and Conditions. The contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of supplier the contractor will promptly inform the Commissioner of Buildings and General Services of such changes. The state reserves the right to ask for additional information and / or certifications any time during the contract period. Failure of the vendor to comply with any provision of this certification will be considered a default of the vendor's contract obligations.

CONTRACT TERMS: The undersigned hereby acknowledges and agrees to Attachment C: Standard State Contract Provisions and Attachment D: Commodity Purchases Terms and Conditions.

TERMS OF SALE: The undersigned agrees to furnish the products or services listed at the prices quoted. The Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. 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.

FORM OF PAYMENT: Would you accept the Visa Purchasing Card as a form of payment? ____ Yes ____ No

Insurance Certificate(s): Attached _____

Will provide upon notification of award: _____

Delivery Offered _____ days after notice of award

Terms of Sale _____
(If Discount)

Quotation Valid for _____ Days

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Fax Number: _____

_____

Telephone: _____

_____

E-Mail: _____

By: _____

Name: _____

Signature (Bid Not Valid Unless Signed)

(Type or Print)

This is NOT AN ORDER
All returned quotes and related documents must be identified with our request for quote Number.

Request for Quotation

State of Vermont

Return Bid To:
Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501

Request Quote ID.	Date	Buyer	Page
08131-0000000072	02/22/2016	Smith,Steven D	1
Payment Terms	**Date Quote Open**	**Closing**	
Net 30	03/28/2016	04/11/2016 14:00:00	

Vendor:

Ship To: 186 Industrial Lane Rd
Barre VT 05641
United States

Line	Item	Description	UOM	Quantity	Unit Price	Extended Amount
1		Roller	EA	4.00		

Freight Terms: FOBDEST **Ship Via:** BESTWAY

Caterpillar CB34 XW OR APPROVED EQUAL PER THE ATTACHED SPECIFICATIONS.

UNIT OF MEASURE: US

Operating Weight 9259.0 lb
Maximum Weight at Front Drum 4564.0 lb
Maximum Weight at Rear Drum 4696.0 lb

OPERATING SPECIFICATIONS
Standard Compaction Width 55.0 in
Curb Clearance 23.5 in
Turning Radius Inside Drum Edge 9.67 ft
Ground Clearance 11.0 in
Static Linear Load 84.0 lb/in
Travel Speed - Maximum 8.0 mph

ENGINE
Gross Power 46.0 hp
Engine Model C2.2

DIMENSIONS
Overall Length 123.0 in
Wheelbase 91.0 in
Height at Steering Wheel 72.0 in
Overall Width 58.0 in
Drum Diameter 31.0 in
Drum Width 55.0 in
Maximum Machine Height 100.0 in

VIBRATORY SYSTEM
Centrifugal Force per Drum - Maximum 6638.0 lb
Frequency 53/48 Hz (3,180/2,880 vpm)
Nominal Amplitude - High 0.02 in
SERVICE REFILL CAPACITIES

Fuel Tank Capacity 15.0 gal
Water (Spray) Tank Capacity 79.0 gal

QUOTING: MFR: _____

MODEL: _____

YEAR OF MANUFACTURE: _____

Operating Weight: _____

Maximum Weight at Front Drum: _____

Maximum Weight at Rear Drum: _____

OPERATING SPECIFICATIONS

This is NOT AN ORDER
All returned quotes and related documents must be identified with our request for quote Number.

Request for Quotation

State of Vermont

Return Bid To:
Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501

Request Quote ID.	Date	Buyer	Page
08131-0000000072	02/22/2016	Smith,Steven D	2
Payment Terms	**Date Quote Open**	**Closing**	
Net 30	03/28/2016	04/11/2016 14:00:00	

Vendor:

Ship To: 186 Industrial Lane Rd
Barre VT 05641
United States

Line	Item	Description	UOM	Quantity	Unit Price	Extended Amount

Standard Compaction Width: _____

Curb Clearance: _____

Turning Radius Inside Drum Edge: _____

Ground Clearance: _____

Static Linear Load: _____

Travel Speed - Maximum: _____

ENGINE
Gross Power: _____

Engine Model: _____

DIMENSIONS
Overall Length: _____

Wheelbase: _____

Height at Steering Wheel: _____

Overall Width: _____

Drum Diameter: _____

Drum Width : _____

Maximum Machine Height: _____

VIBRATORY SYSTEM
Centrifugal Force per Drum - Maximum: _____

Frequency: _____

Nominal Amplitude: _____

SERVICE REFILL CAPACITIES

Fuel Tank Capacity: _____/gal

Water (Spray) Tank Capacity: _____/gal

.
DELIVERY ARO: _____/DAYS

.
BIDDERS ARE TO PROVIDE DESCRIPTIVE LITERATURE FOR ITEM OFFERED.

.
ELECTRONIC BIDS ARE NOT ACCEPTABLE.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
STEVE SMITH
PURCHASING AGENT
802-828-4681
FAX 802-828-2222

This is NOT AN ORDER
All returned quotes and related documents must be identified with our request for quote Number.

Offshore Outsourcing Questionnaire

Vendors must indicate whether or not any services are or will be performed in a country other than the United Sates. Indicate N/A if not applicable.

Services:

Proposed Service to be Outsourced	Bid Total	Offshore Dollars	Represents what % of total Contract Dollars	Outsourced Work Location (Country)	Subcontractor

If any or all of the services are or will be outsourced offshore, Vendors are required to provide a cost estimate of what the cost would be to provide the same services onshore and/or in Vermont.

Proposed Service to be Outsourced	Bid Total if provided Onshore	Bid Total if provided in Vermont	Cost Impact	Onshore Work Location	Subcontractor

Name of Bidder: _____

Signature of Bidder: _____

Date _____

ENVIRONMENTAL INFORMATION FORM
June 1, 2008

RECYCLED MATERIALS OR PRODUCTS:

All 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

MERCURY CONTENT CERTIFICATION:

The undersigned hereby certifies that none of the items quoted in this RFQ/RFP and any contract issued as a result 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

Name of Bidder: _____ Signature of Bidder: _____ Date: _____

TOWNS AND SCHOOLS QUESTIONNAIRE

PROVISIONS FOR THE PURCHASE OF SUPPLIES, MATERIALS, AND EQUIPMENT FOR TOWNS, SCHOOLS, POLITICAL SUBDIVISIONS, AND INDEPENDENT COLLEGES[1] OF THE STATE OF VERMONT

The Office of Purchasing & Contracting keeps a current file of the contracts that are available to the political subdivisions and colleges. We are continually interested in expanding this file and would appreciate a positive response to the following questions:

1. Will you furnish these products and services to the political subdivisions of the State of Vermont at the same prices, terms and conditions as you quoted in this response? Yes _____ No _____

   If no, kindly outline below the prices, terms, and conditions under which you will agree to supply these needs.

   _____

   _____

2. Will you furnish these products and services to the independent colleges of the State of Vermont at the same prices, terms and conditions as you quoted in this response? Yes _____ No _____

   If no, kindly outline below the prices, terms, and conditions under which you will agree to supply these needs.

   _____

   _____

It should be noted that if you agree to extend these contract terms and prices to the political subdivisions or to independent colleges, all such items furnished will be billed directly to and paid for by the political subdivision or college and neither the State of Vermont, nor its Commissioner of Buildings and General Services, personally or officially, assumes any responsibility.

_____ _____

RESPONSE TITLE: FIRM NAME:

_____ _____

DATE: BY:

[1]Independent Colleges are "any institution of higher education chartered in VT and accredited or holding a certificate of approval from the State Board of Education."

Econometric Modeling Questionnaire

For bid amounts exceeding $100,000.00 bidders are required to respond to the questions identified below.

Act 112 of the Acts of 2012, "An act relating to evaluating net costs of government purchasing," requires the Secretary of Administration and the legislative economist to design and implement a pilot project to help measure the net fiscal impact to the state of certain identified purchases. In order to accomplish this goal, we are seeking data on contracts for goods and services to support the econometric evaluation.

Questions have been identified that may assist the state in the data collection process which will ultimately be used for Econometric Modeling. Indicate N/A if not applicable.

1. Vermont-based company?

   Yes: _____ No _____

2. Describe your companies presence in Vermont:

   Description: _____

   _____

3. Indicate number of employees residing in Vermont: _____

4. Indicate percentage (%) of employees residing in Vermont: _____(%)

5. Indicate Vermont payroll for most recent fiscal year: $ _____

6. Indicate percent (%) of total payroll in Vermont: _____(%)

When responding to questions 7 and 8, please indicate: Yes, No, or Not known at time of bid.

7. If Out-of-State Vendor (see Question 1), do you expect to use Vermont subcontractors to fulfill any portion of the Contract? Or, will Vermont be the source of any portion of goods sold? _____

8. If Vermont Vendor (see Question 1), will out-of-state subcontractors or goods sourced outside of Vermont be used to fulfill any portion of the contract? _____

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

RFQ#08131-72		Milton Cat Primary bid		Milton Cat Alternate bid		Nortrax	
Item	Quantity	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
Trailer Mounted Boom	4	$ 45,900.00	$183,600.00	$ 52,900.00	$211,600.00	$ 49,944.00	$199,776.00
Mfr:		Caterpillar		Caterpillar		bomag	
Model;		CB34B		CB36B		138AB-5	
Year of Mfr:		2016		2016		2016	
Operating Weight lbs:		8155		8385		9370	
Maximum weight at front drum lbs:		3974		4089		4685	
Maximum weight at rear drum lbs;		4180		4296		4685	
Standard compact width:		51.2"		55"		54.3"	
Curb clearance:		20"		20"		13.4"	
Turning radius inside drum edge:		115"		114"		103"	
Ground clearance:		11"		11"		13.4"	
Static Linear Load:		79 lb/in		76 lbs/in		15.6 kg/cm	
Maximum travel speed:		7.5 mph		7.5 mph		0-6.2 mph	
Engine gross power:		48.8 hp		48.8 hp		45.7 hp	
Engine model:		Cat C2.2		C2.2		Kubota V2403-CR-E4	
Overal length:		113"		113		111.8"	
Wheelbase;		81"		81		74.8"	
Height at steering wheel:		76"		76"		74.6"	
Overall width;		55"		59"		57.8"	
Drum diameter:		32"		32"		35.4"	
Drum width:		51.2"		55"		54.3"	
Max machine height:		109"		109"		106"	
Centrifugal force:		7104 lbf		7531 lbf		7194 lbf	
Frequency:		2880-3300		2880-3300		2520-3120	
Nominal amplitude:		0.02		0.02		0.2	
Fuel tank capacity:		24 gal		24 gal		14.5 gal	
Water tank capacity:		82 gal		81 gal		81.9 gal	
Delivery aro:		30-90 days		30-90 days		60-90 days	
Awarded vendor: Milton Cat Primary bid							
NOTE: one unit only was purchased at this time							

PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, DELIVERY MEMORANDA, BILLS OF LADING, PACKAGES AND CORRESPONDENCE.

Purchase Order	Date	Revision	Page
08131-0000005286	04/15/2016		1
Payment Terms	**Freight Terms**	**PO Status**	**Currency**
Net 30	Destination	Dispatched	USD
Buyer		**Phone**	
Smith,Steven D		828-4681	

State of Vermont
Agency of Transportation
Operations Division

Vendor: 0000005430
Milton Cat
1 Cat Lane Rte 2
Richmond VT 05477

Phone: 802-434-4228

Ship To: 186 Industrial Lane Rd
Barre VT 05641
United States

Bill To: 186 Industrial Lane Rd
Barre VT 05641
United States

Line-Sch	Description	Quantity	UOM	Unit Price	Extended Amt	Due Date
1- 1 RFQ: 0000000072	Roller	1.00	EA	45,900.00000	45,900.00	03/22/2016

Ship to:
Vermont Agency of Transportation
186 Industrial Lane
Berlin,VT 05641

We can only accept delivery between the hoursof 7:30 am to 3:30 pm (Monday thru Friday)

Contact Information
George McCool - 802-461-7841

QUOTING: MFR: CATERPILLAR

MODEL: CB34B

YEAR OF MANUFACTURE: 2016

Operating Weight: 8155 LBS

Maximum Weight at Front Drum: 3974 LBS

Maximum Weight at Rear Drum: 4180 LBS

OPERATING SPECIFICATIONS

Standard Compaction Width: 51.2"

Curb Clearance:20"

Turning Radius Inside Drum Edge: 115"

Ground Clearance: 11"

Static Linear Load: 79 LB/IN

Travel Speed - Maximum: 7.5 MPH

ENGINE
Gross Power: 48.8 HP

Engine Model: CAT C2.2

DIMENSIONS
Overall Length: 113"

Wheelbase: 81"

Height at Steering Wheel: 76"

Overall Width: 55"

Drum Diameter: 32"

PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, DELIVERY MEMORANDA, BILLS OF LADING, PACKAGES AND CORRESPONDENCE.

Purchase Order	Date	Revision	Page
08131-0000005286	04/15/2016		2
Payment Terms	**Freight Terms**	**PO Status**	**Currency**
Net 30	Destination	Dispatched	USD
Buyer		**Phone**	
Smith, Steven D		828-4681	

State of Vermont
Agency of Transportation
Operations Division

Vendor: 0000005430
Milton Cat
1 Cat Lane Rte 2
Richmond VT 05477

Phone: 802-434-4228

Ship To: 186 Industrial Lane Rd
Barre VT 05641
United States

Bill To: 186 Industrial Lane Rd
Barre VT 05641
United States

Line-Sch	Description	Quantity	UOM	Unit Price	Extended Amt	Due Date

Drum Width : 51.2"

Maximum Machine Height: 109"

VIBRATORY SYSTEM
Centrifugal Force per Drum - Maximum: 7104

Frequency: 2880-3300

Nominal Amplitude: 0.020

SERVICE REFILL CAPACITIES

Fuel Tank Capacity: 24/gal

Water (Spray) Tank Capacity: 82/gal

DELIVERY ARO: 30-90/DAYS

Item Total 45,900.00

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, DELIVERY MEMORANDA, BILLS OF LADING, PACKAGES AND CORRESPONDENCE.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 1, 2015 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN 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.

PRICING: 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, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS 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.

INVOICING: 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 OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, DELIVERY MEMORANDA, BILLS OF LADING, PACKAGES AND CORRESPONDENCE.

Purchase Order	Date	Revision	Page
08131-0000005286	04/15/2016		3
Payment Terms	**Freight Terms**	**PO Status**	**Currency**
Net 30	Destination	Dispatched	USD
Buyer		**Phone**	
Smith, Steven D		828-4681	

State of Vermont
Agency of Transportation
Operations Division

Vendor: 0000005430
Milton Cat
1 Cat Lane Rte 2
Richmond VT 05477

Phone: 802-434-4228

Ship To: 186 Industrial Lane Rd
Barre VT 05641
United States

Bill To: 186 Industrial Lane Rd
Barre VT 05641
United States

Line-Sch	Description	Quantity	UOM	Unit Price	Extended Amt	Due Date

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.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

Total PO Amount 45,900.00

Authorized Signature	Date
Honor R McCook	4-21-16

ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS

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

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

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

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

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

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

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

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

   The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

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

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

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

$1,000,000 Per Occurrence
$1,000,000 General Aggregate
$1,000,000 Products/Completed Operations Aggregate
$ 50,000 Fire/ Legal/Liability

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

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

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

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

9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

   For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends $500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends $750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

10. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in

the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

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

13. **Taxes Due to the State:**

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

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

    c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

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

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

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

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

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

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

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

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

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

19. **Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

20. **Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

21. **Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

22. **Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

State of Vermont
ATTACHMENT D: Commodity Purchases Terms and Conditions

1. **Statement of Rights:** The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor'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.

2. **Responses:** Responses must be submitted on, or in accordance with, forms or format requirements provided by the Office of Purchasing & Contracting. Prices and all other information entered on the quote, except signature of vendor, should be typed or printed for legibility. ALL SUBMISSIONS MUST BE SIGNED.

3. **Prices:** Unless otherwise stated, prices are net and 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. All prices are delivered F.O.B. destination, unless otherwise stated.

4. **Taxes:** Most state purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.

5. **Order of Precedence:** The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the vendor's response and any amendments.

6. **Substitution:** Unless otherwise stated, vendors may offer substitutes to items identified by a manufacturer's number or brand. When offering a substitution, vendor must describe any differences and provide technical information that will assist in the evaluation. After an award is made, substitutions are not acceptable unless authorized in writing by the Office of Purchasing & Contracting.

7. **Specification Change:** Any changes or variations in the specifications must be received in writing from the Office of Purchasing & Contracting. Verbal instructions or written instructions from any other source are not to be considered.

8. **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 during the first year of the contract if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given to resident bidders of the State and/or to products raised or manufactured in the State.

9. **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.

10. **Cancellation:** The State specifically reserves the right to cancel the contract or any portion thereof providing, in the opinion of its Commissioner of Buildings and General Services, the services or materials supplied by the contractor are not satisfactory or are not consistent with the terms of the contract.

11. **Delivery:** Responsibility for product delivery remains with the contractor until the product is properly delivered and signed for in accordance with the Office of Purchasing & Contracting terms and conditions. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Such containers will remain 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.

12. **Invoicing:** All invoices are to be rendered by the Contractor on the vendor's standard bill-head and forwarded directly to the institution or agency ordering materials or services.

13. **Non Collusion:** The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree 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, all bidders should understand that this paragraph might be used as a basis for litigation.

14. **Amendments:** 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.

15. **Confidentiality:** The successful response will become part of the contract file and will become a matter of public record as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.

16. **Certification for apparel, footwear, and textiles (sweatshop prohibition):** Before commencing work on this contract, the contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of suppliers the contractor will promptly inform the Commissioner of Buildings and General Services of such changes.

Police Department Radio Concerns:

For additional information/background; Late 2015, we'd sought a quote for portable radios from our radio system/911 system infrastructure vendor, Burlington Communications. This was part of a larger project to fix reception/transmission deficiencies with the Police Department's UHF radio system. We learned that quote was significantly higher than the same radios purchased by the Fire Department from Radio North – the vendor who prepared the quote in question below. At the time, Radio North was the lone Motorola vendor/dealer in the State of Vermont. This quote was accepted as part of our budget request for the current year submitted in 2015 to Interim Town Manager Steve Locke with encumbered funding approved by the Select Board.

There have been reliability and workmanship issues with Burlington Communications; extended delays for service/repairs, failure to reconnect a transmitter in downtown WRJ, sale/installation of non-commercial grade antenna in Quechee, lack of coverage testing and knowledge of the coverage testing process/standards, increased costs after purchase, to name the few since I have been in Town. At least one other Town, Montpellier has experienced similar problems and has switched products/vendors – now using Motorola products provided by Radio North. Our police officer had lost confidence in their radios, this was the #1 complaint from my staff when I took over last year.

While holding Burlington Communications to task for the reconnecting/upgrade of equipment in WRJ, they learned that we'd consulted with other Municipalities and Radio North on the deficiencies to our existing system, and were then able to provide the price referenced by Major Vail below. There is now no cost difference in the two, and no other Motorola vendor's in Vermont. A result of our past experience, along with that of several other Vermont municipalities, and combined with the Fire Department's positive experience with Radio North, we elected in accordance with Motorola guidelines to make Radio North our Motorola vendor. Again, Motorola sets the pricing and there is no difference now between costs, only after Burlington Communication learned that we'd received a better price from Radio North did they lower their cost on the radios to match Radio North.

Additional Notes:

To address a concern regarding our Motorola radio purchase order and not having secured more than one quote, or followed a bid process for a project bearing a significant price tag. To address your concern in explanation, Motorola provides equal pricing across its vendors with a 25% standard discount to municipalities. No matter the vendor, the price will not change. Further, Motorola contractually requires that a department choose one vendor as its sole provider. Therefore, we had to choose between the only two that offers Motorola products and which services this area. In theory, this creates a sole source situation for us. Hopefully, this clears up your concern.

TOWN OF HARTFORD

FIRE DEPARTMENT

Fire/Ambulance/Rescue

812 V.A. Cutoff Road

White River Junction, Vermont 05001

Scott Cooney, Interim Fire Chief

scooney@hartford-vt.org

Telephone: 802-295-3232

Fax: 802-295-5143

Serving the Villages of Hartford * West Hartford * White River Junction * Wilder * Quechee

July 11, 2016

To: Leo Pullar, Town Manager

From: Scott Cooney, Interim Fire Chief

RE: State USAR MOU

Since the inception of VT State Urban Search and Rescue (USAR) post 9-11, Hartford and Colchester have been the two major equipment caches and responders for State incidents. Colchester in the North and Hartford in the South. We as a community have benefited greatly from this arrangement. We have been able to train most of our members at the Technician level for many rescue disciplines such as swift water rescue, building collapse rescue, high angle rescue, confined space rescue and deep trench rescue. We have also received many equipment grants to include our Heavy Rescue Truck, Tow Vehicle, boats and equipment trailers through Homeland Security since we are serving in that State role, these assets total near $1,000,000. Plus all overtime for personnel was funded through overtime reimbursement grants.

Last year the funding mechanism changed and would no longer be able fund the reimbursement overtime to the level it had previously. The structure of the two agency sponsored teams (Hartford/Colchester) was ended in an effort to form a State sponsored team. Now members of agencies could choose to become part-time employees of the State to function as the USAR Team. We have five members in Hartford that joined the State Team.

The problem is that all the equipment that was purchased through Homeland Security Grants went to agencies throughout the State. Hartford being a major recipient and the equipment is owned by us now. The State needs the equipment in Hartford to be successful in any statewide disasters. This MOU allows the State to request and utilize our equipment, it provides reimbursement of used equipment and it reimburses us the salaries required to transport the equipment where needed. Regardless of the change Hartford still trains to this level and will continue to deliver these services to our community and our mutual aid partners since it's the right thing to do. Also if additional resources are requested from the State to include personnel in a true statewide emergency reimbursement funding is still available through Emergency Management and Homeland Security.

I recommend we support and authorize this MOU and continue relationship with State USAR.

Vermont Urban Search and Rescue
Memorandum of Understanding

The Hartford Fire Department recognizes the critical role of urban search and rescue resources and response (USAR) in the event of a natural or technological emergency such as flooding, fire or accidents throughout the State of Vermont. For this reason, the Hartford Fire Department agrees to assist the Vermont Division of Emergency Management and Homeland Security (DEMHS). In particular, this support will be to the Urban Search and Rescue Team (USAR Team) by making available the resources in such events where they are needed by the USAR Team. The resources shall be outlined in attachment 'B'. It should be understood that these resources are contingent upon their availability by the Hartford Fire Department. Local emergencies shall take precedence over assistance to the USAR Team, as determined by the Chief Engineer/Agency Head of the Hartford Fire Department or his/her designee.

In the event of a USAR emergency and in cooperation with the DEMHS, the Hartford Fire Department will make all efforts to deploy its USAR equipment and vehicles as requested by the DEMHS Director or his/her designee in accordance with paragraph one of this MOU. All requests for these assets will go through the DEMHS Watch Officer by calling (1-800-347-0488), the DEMHS Watch Officer will in turn notify the USAR Program Manager. Additionally, requests from other towns in the normal mutual aid response area to the grantee town for the USAR equipment may be filled by the grantee agency but there needs to be notification to DEMHS Watch Officer for situational awareness.

This MOU may be cancelled by either party by providing written notice at least 90 days in advance.

Attachments included in this MOU

Attachment A-Notification Procedures
Attachment B-Resources
Attachment C-Immunity
Attachment D-Cost Recovery

By_____
Fire Department
Executed this Date_____

By_____
Director, Vermont Division of Emergency Management & Homeland Security
Executed this Date_____

Attachment A

Notification Procedure

Requests for USAR equipment and personnel will be made to the DEMHS Watch Officer who will immediately contact the USAR on call person to determine what resources need to be deployed. The USAR on call person or his/her designee will contact the Hartford Fire Department and advise that USAR resources are required and requested on behalf of the State of Vermont. When calling the Hartford Fire Department, the USAR on call person will give pertinent information regarding the situation, resources requested, and a call back number. The USAR on call person may request the DEMHS Watch Officer assist in making these notifications. The USAR on call person will inform the DEMHS Watch Officer of which assets are deploying as well as informing the DEMHS Watch Officer when they have returned.

Once the USAR on call person has informed the DEMHS Watch Officer of deployed USAR assets, these assets shall be integrated into the USAR ICS system.

Towns other than the grantee towns requesting the USAR equipment need to make their requests through the DEMHS Watch Officer phone number: **1-800-347-0488.**

Additionally, if the equipment is used in the grantee town, the DEMHS Watch Officer and the USAR Program Manager will be notified using the DEMHS Watch Officer phone number.

USAR equipment stored at the Hartford Fire Department shall be maintained in a ready state, which includes regular maintenance, inspection and replacement if equipment is broken or damaged. This includes trailers, boats, tow and response vehicles.

Attachment B

Resources

Upon request by the DEMHS Director as outlined in this document, the Hartford Fire Department will provide the following resources for response throughout the State of Vermont:

1. Heavy Rescue Truck
2. Boat Trailer 2- Boats
3. Command Tent w/ AC/Heater Unit
4. Collapse Trailer –Fin Forms/Paratech Rakers
5. DECON Trailer

Attachment C

TITLE 20 VSA §2990

§2990 Limitation of Liability

There shall be no liability imposed by law on the system or on any municipality, on the personnel of its fire department, nor any private fire department or its personnel, belonging to such a system, for failure to respond or to respond reasonably for the purpose of extinguishing a fire or assisting in the case of other accidental or natural emergency. This immunity is not intended to be exclusive of other immunities existing by statute or at common law.-1967, No. 255 (Adj. Sess.), 10, eff. Feb. 20, 1968

TITLE 20 VSA §20

§20-Immunities and Defenses

(a) Except in the case of willful misconduct or gross negligence, the state, any of its agencies, political subdivisions, local emergency planning committees or an emergency management worker, individual, partnership, association or corporation involved in civil defense or emergency management activities, shall not be liable for the death of or any injury to persons or loss or damage to property resulting from an emergency management service or response activity, including, but not limited to, the development of local emergency plans and the response to those plans.

(b) Any individual, partnership, association, corporation or facility that provides personnel, training or equipment through an agreement with the local emergency planning committee, the state emergency response commission or local emergency response officials is immune from civil liability to the same extent provided in subsection (a) of the section for any act performed within the scope of the agreement.-Amended 1989, No. 252(Adj. Sess), 17.

<u>Attachment D</u>

Cost Recovery

When the Hartford Fire Department utilizes its USAR equipment, and the equipment contained therein in its own town and not at the request of DEMHS, it shall be the responsibility of the Hartford Fire Department to re-supply the USAR equipment as soon as possible.

In the event the trailer is used to support a DEMHS request, whether in the municipality of the Hartford Fire Department or anywhere in the State, restocking shall be the responsibility of the DEMHS.

If DEMHS requires the assistance of the Hartford Fire Department to transport equipment to and from the scene at the request of DEMHS, expenses incurred to transport equipment (example: labor and fuel), to include actual costs incurred will be reimbursed by DEMHS. A maximum of two people transporting equipment or two positions to backfill, if needed, will be reimbursed. the Hartford Fire Department will provide to DEMHS an invoice outlining all costs associated with the transport of USAR equipment within 30 days of the termination of the event.

2016 Selectboard Liaisons

Revised July 14, 2016

Boards & Commissions	2016 Liaisons
Aquatics Advisory	Dennis Brown
Charter Work Group (Hartford)	Simon Dennis/Alan Johnson
Conservation Commission	Mike Morris
CROW	Simon Dennis
Design Review Committee	Mike Morris
Energy Commission	Alan Johnson
Hartford Business Revolving Loan	Dick Grassi
Hartford Community Coalition	Alan
Hartford Survey Work Group	Rebecca White, Simon Dennis
Hartford Tree Board	Sandra Mariotti
Health Board	Sandra Mariotti
Highspeed Communications/IT	Alan Johnson/F.X. Flynn, Town Rep
Historic Preservation Commission	Dennis Brown
Local Option Tax Work Group	Sandra Mariotti
Opioids Committee	Ken Parker, Town Representative
Parks & Recreation Commission	Dick Grassi
Planning Commission	Mike Morris
School Board	Rebecca White/Dick Grassi
Town Budget Work Group	Simon Dennis
Town & School Meeting Committee	Simon Dennis
Veterans Affairs	Mike Morris
Zoning Board	Dennis Brown

The Vermont Statutes Online

Title 24 Appendix: Municipal Charters

Chapter 123A: TOWN OF HARTFORD

§ 123A-101. Incorporated

The inhabitants of the town of Hartford, including the historical, unincorporated villages of Hartford, West Hartford, Quechee, Wilder, and White River Junction, are a corporate and political body under the name of "town of Hartford" (herein called "the town"). As such, inhabitants enjoy all rights, immunities, powers, and privileges and are subject to all the duties and liabilities now appertaining to or incumbent upon them as a municipal corporation. The Hartford school district (herein called "the school district") is the town school district for the town of Hartford and shall enjoy all rights, immunities, powers, and privileges and is subject to all the duties and liabilities now appertaining to or incumbent upon it as a state school district. (Amended 2011, No. M-16 (Adj. Sess.), § 2.)

§ 123A-102. General powers

(a) All provisions of the Constitution and laws of the State of Vermont relating to towns and town school districts shall apply to the town and the school district, except as otherwise provided by this chapter.

(b) The town and school district shall have and enjoy the rights, immunities, powers, and privileges conferred by the Constitution and laws of the State of Vermont and shall also have all implied, necessary, and incidental powers for the discharge of their respective purposes.

(c) The powers and functions of the town and school district set forth in this chapter shall be in addition to the powers and functions otherwise conferred by the Constitution and laws of the state of Vermont. Nothing in this chapter shall be construed as a limitation upon these previously specified powers and functions.

(d) The town or school district may acquire real property for any town or school district purpose, in fee simple or lesser interest or estate, by purchase, gift, devise, or lease, and may sell, lease, hold, manage, and control real property as its interests may require. The town or school district may further acquire property by condemnation where that authority is granted to towns or school districts by state statutes.

(e) In this chapter, no mention of a particular power shall be construed to be exclusive or to restrict the scope of the powers that the town or school district would have if the particular power were not mentioned. The selectboard and the school board shall operate as separate and independent entities. Nothing in this chapter shall be interpreted as allowing either one to exercise, inhibit, or infringe upon the rights, powers, or privileges of the other. (Amended 2011, No. M-16 (Adj. Sess.), § 2.)

§ 123A-103. Particular powers

In addition to powers otherwise conferred upon it by law, the town is, for the purpose of promoting the public health, safety, welfare, and convenience, authorized to adopt and enforce ordinances, rules, and regulations concerning:

(1) Making and installing local improvements, including curbs, sidewalks, and storm drains in a manner specified by the town as a condition precedent to the issuance of a building permit.

(2) Regulating the parking, operation, and speed of motor vehicles upon town and Vermont state aid streets and highways.

(3) Regulating or providing for the storage, accumulation, collection, removal, and disposal of garbage, ashes, rubbish, refuse, and other waste materials, including contracting with third parties for any or all of those services and establishing service rates for those services.

(4) Establishing and maintaining a police department and adopt policies pertaining to that department.

(5) Establishing and maintaining a fire department and adopt policies pertaining to that department.

(6) Establishing and maintaining an ambulance service and adopt policies pertaining to that service.

(7) Establishing and maintaining a water department financed by an enterprise fund and adopt policies pertaining to that department.

(8) Establishing and maintaining a wastewater department financed by an enterprise fund and adopt policies pertaining to that department.

(9) Establishing and maintaining a highway department and adopt policies pertaining to that department.

(10) Regulating the moving of buildings in the streets or public highways of the town.

(11) Regulating the holding of public meetings in the streets, highways, or on public property of the town.

(12) Regulating riots, noises, disturbances, and disorderly assembly and adopt pertinent policies.

(13) Establishing and maintaining control of domestic animals within the town and adopt pertinent policies.

(14) Establishing and maintaining a financial services department.

(15) Establishing and maintaining a planning and development department.

(16) Establishing and maintaining a park and recreation department.

(17) Establishing and maintaining any other proper and lawful town departments or services as deemed necessary, including the establishment of enterprise funds. (Amended 2011, No. M-16 (Adj. Sess.), § 2, eff. May 7, 2012.)

§ 123A-201. Town meeting

(a) Town and school district meeting. All governmental authority for the town and the school district not vested by law in a particular town or town school district officer ultimately rests with town voters who vote at town meeting or by Australian ballot. In this tradition, the Hartford annual town meeting will combine and consider town and school district matters, and the warnings, meetings, and elections shall be combined.

(b) School and town meeting committee. To augment the statutory responsibilities for the annual town and school district meetings that are specified to the town and the school district and their respective officers, there shall be a school and town meeting committee which shall organize, arrange, and provide for the comfort, presentation, publicity, program, refreshments, entertainment, and other nonstatutory aspects of the budget discussion/candidates night meeting (hereafter referred to as pretown meeting), and the combined town/school district meeting (hereafter referred to as the floor meeting). The town clerk shall appoint one member for a two-year term. The selectboard shall appoint one member for a two-year term and one member for a three-year term. The school board shall appoint one member for a two-year term and one member for a three-year term. No school board member, selectboard member, or town clerk may serve on the school and town meeting committee. Each appointing body or person shall have the power to remove any incumbent member of the school and town meeting committee appointed by that body or person and shall have the power to appoint a replacement member to serve the unexpired term of any person who is removed or who resigns.

(c) The method for identification and designation of eligible voters in the town and school district shall be established by the board of civil authority.

(d) Polling places. Locations of annual or special town or school district meetings for the purpose of election of officers and voting all questions to be decided by Australian ballot shall be established by the board of civil authority.

(e) Meetings, dates, times, votes, ballots:

(1) Pretown meeting. At 7:00 p.m. on the final Monday night in February that meets the statutory warning requirement for the town meeting day Australian ballot vote at a place determined by the school and town meeting committee, a town and school district budget discussion and candidates night meeting shall be called for the purpose of:

(A) presentation, explanation of, and citizen comment upon town and school district budgets;

(B) introduction of candidates, presentations by candidates, and opportunity for citizen questioning of candidates;

(C) any other appropriate informational matters or discussion of articles to be voted on by Australian ballot.

(2) Australian ballot/election day. Australian ballot/election day shall be on Vermont town meeting day, the first Tuesday in March, at which time any business, budgets, and candidate election involving Australian ballots will be transacted beginning at 7 a.m. until closing at 7 p.m. The town budget as warned by the selectboard and the school district budget as warned by the school board shall be submitted to the electorate at this town election. A majority vote shall be a simple majority of votes cast in this election. Under this subdivision:

(A) The time and place of a recount or a new vote on any question other than town and school district budgets shall be determined by the board of civil authority preceded by warning notice and public hearing. A tie vote on town or school district budgets shall be deemed to be a negative vote and reconsideration of any defeated budget shall proceed as provided in subdivision (3) of this subsection.

(B) Absentee ballots shall be available prior to the election as provided by Vermont and federal election laws and may be mailed or otherwise delivered to a voter, upon a voter's request, and when completed by the voter, mailed or otherwise delivered to the town clerk. The voter also may vote by absentee ballot by completing the ballot in the town clerk's office. If an absentee ballot is hand-delivered to a voter requiring assistance, then delivery and

assistance shall be provided by no fewer than two board of civil authority members from different political parties acting together. Any absentee ballots returned to the town clerk by the close of polls on election day shall be counted with all other ballots.

(3) Floor meeting. The annual town and school district floor meeting shall be called for the fourth Saturday following the Australian ballot/election day held under subdivision (2) of this subsection. If the town or school district budget fails in the Australian ballot, deciding votes at the floor meeting shall provide a further opportunity for consideration of any rejected budget and a final vote by the town voters. In addition to budget votes, the floor meeting may consider:

(A) the state of the town and of the school district;

(B) long-range planning, capital improvement projections;

(C) other business not determined at Australian ballot election.

(f) Special town and school district meetings. A special town or school district meeting may be called at any time by a majority of the applicable board or by the town clerk upon receipt of a petition signed by no fewer than 350 registered voters. A special town or school district meeting shall be called and warned in accordance with state statute.

(g) Warnings. Warnings for town or school district meetings shall be posted on the town or school district websites, printed in area newspapers, and posted in at least 12 public places in the town under a schedule that is in accordance with state statute. The warning shall be signed and recorded by the town clerk before it is posted. Budgets and other applicable reports shall be available not later than 10 days prior to the budget informational meeting as established under subdivision (e)(1) of this section.

(h) Presiding officials:

(1) A moderator shall preside at pretown meeting, the floor meeting, and any special town or school district meetings. In the moderator's absence, the town clerk shall appoint a moderator pro tempore to preside for the duration of the meeting.

(2) Town and school district meetings shall be conducted in accordance with state statute, this chapter, and Robert's Rules of Order, Newly Revised.

(3) The town clerk shall be the presiding official at all Australian ballot elections and, in cooperation with the board of civil authority, shall ensure that all laws related to elections are faithfully observed.

(4) In the absence or a disability of the town clerk, should it occur before an election, the board of civil authority shall designate a presiding official for the duration of the election. Should the absence or disability occur on election day, the board of civil authority shall designate an on-site temporary officer to preside for the duration of the election. (Amended 2011, No. M-16 (Adj. Sess.), § 2, eff. May 7, 2012.)

§ 123A-202. Elected officers

(a) Local elected offices to be filled by the town voters shall be only those articulated by this chapter.

(b) Terms for elected officers shall begin officially when the town clerk certifies election returns as final and the elected candidates take their oath of allegiance and oath of office as prescribed by state statute.

(c) All officers elected prior to the effective date of this chapter shall remain in office until the end of their terms. Those persons in office as of the effective date of this chapter whose terms would otherwise expire prior to the next annual meeting shall remain in office until that meeting.

(d) Qualifications for serving in elected office:

(1) shall be a resident of the town;

(2) shall be a registered voter in the town;

(3) shall hold no other elected town, school district, or statutorily incompatible office, with the exception of town moderator who may be both the town and school district moderator;

(4) shall not be a town or school district employee.

(e) The elected officers of the town shall be:

(1) seven selectboard members, elected as set forth in section 203 of this chapter;

(2) one moderator, elected for a one-year term;

(3) a town clerk, elected for a three-year term;

(4) three listers, one elected each year for three years;

(5) a town treasurer, elected for a three-year term;

(6) three trustees of public funds, one elected each year for three years;

(7) all other town officers provided in this chapter or state statute.

(f) The elected officers of the school district shall be:

(1) one moderator, elected for a one-year term;

(2) five school board members, elected in accordance with state statute.

(g) The elected board of civil authority shall consist of 15 justices of the peace, elected every two years in accordance with the general law. The town clerk shall be the clerk of the board of civil authority. The duties performed by the board of civil authority shall be in accordance with state statute.

(h) Compensation for elected officers of the town and school district shall be determined by vote at the annual town and school district meeting as a separate item in the annual town and school district budgets. (Amended 2011, No. M-16 (Adj. Sess.), § 2, eff. May 7, 2012.)

§ 123A-203. Duties of elected officers

(a) Selectboard.

(1) Terms of office:

(A) There shall be a selectboard consisting of seven members.

(B) Terms of office shall be as follows:

(i) Four members for three years;

(ii) Three members for two years.

(C) Members shall serve until successors are elected and qualified.

(D) Members shall be elected at large.

(E) In the event of a death, resignation, change of residence to a location outside the town, or incapacity of any selectboard member, the remaining members may appoint a person eligible to fill that position until the next annual or special town meeting. If the selectboard is unable to agree upon an interim replacement until the next annual town meeting, a special election shall be held forthwith to fill the position.

(i) Incapacity shall include the failure by any member of the selectboard to attend at least 70 percent of the meetings in any 12-month period or missing three consecutive meetings without the consent of the selectboard.

(ii) In the event of two or more vacancies, an election shall be held forthwith to fill all vacant positions.

(2) Organization.

(A) Forthwith after the election and qualification of the members, the selectboard shall organize and elect a chair, vice chair, and clerk by a majority vote of the board and shall file a certificate of the elections for record in the office of the town clerk.

(B) The chair of the selectboard, or in his or her absence the vice chair, shall preside at all meetings of the selectboard.

(C) As soon as possible after the election of chair and vice chair, the selectboard shall fix the time and place of its regular meetings.

(D) The selectboard shall determine its own rules and orders of business not addressed by this chapter.

(E) The presence of four or more members shall constitute a quorum for the purposes of holding a meeting. The affirmative vote of a simple majority of the members present and voting at a meeting at which a quorum is present shall be necessary to adopt any matter before the selectboard.

(F) All meetings of the selectboard shall be open to the public; unless by an affirmative vote of a majority of members present, the selectboard shall vote that any particular session shall be an executive session in accordance with state statute.

(G) An official record of the proceedings of the selectboard shall be kept by its clerk. The record shall be filed with the office of the town clerk and shall be open for public inspection once draft minutes are approved by the selectboard.

(3) Appointments.

(A) Before any appointments are made, the selectboard shall compile and publicly post a list of all vacancies.

(B) The selectboard shall appoint and remove the town manager pursuant to section 301 of this chapter.

(C) The selectboard may examine or cause to be examined, with or without notice, the affairs of the town manager by having access to all tools used by the town manager in performance of his or her duties, including to books, papers, and wireless and electronic records, for information necessary to determine the proper performance of the town manager in the performance of his or her duties and responsibilities.

(D) Standing boards, commissions, and authorities to be appointed include:

(i) business revolving loan fund (five appointed, three years);

(ii) conservation commission (seven appointed, four years);

(iii) design review commission (five appointed, three years);

(iv) energy commission (seven appointed, three years);

(v) Hartford housing authority (five appointed, five years);

(vi) historic preservation commission (five appointed, three years);
(vii) parks and recreation commission (seven appointed, three years);
(viii) planning commission (seven appointed, three years);
(ix) tree board (five appointed, three years);
(x) zoning board of adjustment (ZBA) (five appointed, three years).

(E) The selectboard may appoint or dissolve any authorities, boards, commissions, or committees under their purview as authorized by this chapter or state statute, excluding the school and town meeting committee established in subsection 201(b) of this chapter and any authorities, boards, commissions, or committees created by the general assembly.

(4) Powers and duties.

(A) General. The selectboard shall constitute the legislative body of the town for all purposes required by statute except as otherwise provided in this chapter, and shall have all powers and authority given to, and perform all duties required of, town legislative bodies or selectboards under the laws of the state of Vermont.

(B) Powers. The selectboard may:

(1) authorize the expenditure of all town monies and may:

(A) submit the annual operational budget to the town meeting; and

(B) fix the compensation of all officers, appointees, and municipal employees except as otherwise provided in this chapter;

(2) inquire into the conduct of any officer, appointee, commission, or department and investigate any and all town affairs.

(3) [Repealed.]

(b) The moderator:

(1) shall perform all duties and responsibilities prescribed by this chapter and the state of Vermont;

(2) shall follow Robert's Rules of Order, Newly Revised (RONR) in deliberations and conduct of all meetings;

(3) may be the same individual who presides at town and school district budget and candidates night meeting, annual town meeting, and special town and school district meeting.

(c) Town clerk. The town clerk shall perform all duties and responsibilities prescribed by the laws of the state of Vermont and any additional duties set forth in this chapter.

(d) Listers:

(1) shall perform all duties and responsibilities prescribed by this chapter and the state of Vermont;

(2) may appoint professional appraisers to help perform their duties. An appraiser shall be under the direction and supervision of the elected listers and shall adhere to all personnel rules and regulations of the town.

(e) All others. Any other elected officials of the town or school district shall have powers and duties proscribed to that office as specified in the general law. (Amended 2011, No. M-16 (Adj. Sess.), § 2, eff. May 7, 2012.)

§ 123A-301. Appointed officers

(a) Town manager. The town manager shall be the chief executive officer of the town appointed by a majority of the selectboard. The town manager shall be selected with special reference to training, experience, education and ability to perform the executive and administrative duties of the manager's office and without reference to his or her political position or persuasion. The town manager shall be responsible to the selectboard for the proper and efficient administration of departments under the manager's charge as outlined in this chapter.

(1) The town manager shall be appointed for a period not to exceed three years and may thereafter be appointed for successive terms of not more than three years. The town manager shall not simultaneously hold any elective office within the town nor be employed by the town in any capacity except as specified in this chapter.

(2) The town manager need not be a resident of the town.

(3) Conditions of employment and compensation shall be determined at the time of appointment, and there shall be an annual review of performance and compensation by the selectboard.

(4) Before entering into the duties of office, the manager shall be sworn to the impartial and faithful performance thereof with a certificate to that effect to be filed with the town clerk.

(5) Removal.

(A) On 90 days' written notice, the manager may be removed without cause by a majority of the selectboard so voting at a meeting called for the purpose of voting on removal. During the 90-day period, the manager may be suspended with pay.

(B) The selectboard may adopt a resolution stating its intention to remove the manager and reasons therefore, a copy of which shall be sent to the manager. The manager may, within 10 days after notice is sent, request a hearing which shall be held by the selectboard not less than 10 days nor more than 20 days from the date of

the request, after which the selectboard may dismiss the manager. If no request for a hearing is filed, the selectboard may dismiss the manager immediately. During the period after the resolution of intention is adopted and until the manager's dismissal, he or she may be suspended with pay.

(C) Termination of benefits will be determined by the selectboard in conjunction with legal counsel.

(b) Acting town manager.

(1) In the event the town manager shall be absent from town for a period of up to two consecutive weeks, he or she may designate an acting manager with selectboard approval, who shall exercise the duties of the manager. The town manager may overrule the actions of the acting manager.

(2) In the event the manager is unable to discharge his or her duties or in the event the manager is suspended or placed on administrative leave, the selectboard shall appoint an acting manager to serve until the manager is able to assume regular duties or a new manager is appointed. The acting manager appointed to fill a declared vacancy in the office shall have all powers and perform all duties of the manager. An acting manager shall be reviewed within 180 days.

(3) In no case shall a serving selectboard member act as the acting town manager. (Amended 2011, No. M-16 (Adj. Sess.), § 2, eff. May 7, 2012.)

§ 123A-302. Duties of appointed officers; town manager

Town manager.

(1) The manager shall be the chief executive officer of the town and shall carry out policies established by the selectboard to whom the manager shall report. The manager shall be responsible to the selectboard for the proper and efficient administration of departments under the manager's charge as outlined in this chapter.

(2) The manager is expected to attend all meetings of the selectboard.

(3) The manager shall provide to the selectboard a monthly financial statement.

(4) The manager shall make reports as the selectboard requires or the manager deems appropriate, or may be required by law or ordinance regarding any and all functions under the manager's supervision.

(5) The manager shall prepare an annual budget, submit it to the selectboard, and be responsible for its administration after adoption.

(6) The manager shall compile for general distribution at the end of each fiscal year a complete report on the finances and administrative activities of the town for the year.

(7) The manager or his or her designee shall be the collector of delinquent taxes.

(8) The manager shall keep the selectboard apprised of the needs of the town within the scope of the manager's duties and annually furnish to the selectboard a long-range projection of capital expenditures.

(9) The manager shall examine or cause to be examined, with or without notice, the affairs of any department under the manager's control or the conduct of any officer or employee thereof. For that purpose, the manager shall have access to all books, papers, and wireless and electronic records of those departments for the information necessary for the proper performance of his or her duties.

(10) The manager shall appoint, upon merit and fitness alone, and when the manager deems necessary for the good of the service, suspend or remove any subordinate official, employee, or agent under the manager's supervision as provided for in this chapter. All appointments may be without definite terms unless for provisional, temporary, or emergency service, in which case, terms shall not exceed the maximum periods prescribed by personnel rules and regulations. The manager may authorize the head of a department or office responsible to the manager to appoint and remove subordinates in the office or department.

(11) The manager, under policies approved by the selectboard, shall have the exclusive authority to appoint, fix the salaries of, and suspend and remove all officers and employees except those who are elected or who are appointed by the selectboard.

(12) The manager shall direct and supervise the administration of all departments, offices, and agencies of the town except as otherwise provided by chapter or statute.

(13) The manager shall keep full and complete records of the manager's office.

(14) The manager shall have oversight of buildings, properties, facilities, repairs thereon, and construction by the town unless otherwise voted.

(15) The manager shall perform other duties which may be required by the selectboard, bylaws, or ordinance consistent with this chapter.

(16) The manager may, when advisable and proper, delegate to town subordinate officers or employees duties conferred on the manager.

(17) Neither the selectboard, any individual member of the board, nor any of its committees or committee members shall dictate the appointment or discharge of any town employee by the manager or in any manner interfere with his or her exercising of judgment in the appointment and discharge of employees in the town.

(18) The manager shall perform other duties consistent with his or her office and this chapter as required by the selectboard, law, ordinance, or mandate.

§ 123A-401. Miscellaneous

(a) Conflict of interest. The selectboard and the school board and school superintendent shall each maintain comprehensive conflict of interest policies which shall apply to their respective town and school district employees, elected and appointed officials, and committee and board members.

(b) Ethics-responsibilities. Any elected or appointed board, commission, or authority member:

(1) has no legal powers unless acting at a duly warned board meeting or acting for the board after it formally grants power to act on its behalf;

(2) shall maintain confidentiality of discussion conducted in executive session and of other privileged information;

(3) shall use a chain of command and avoid making commitments or promises that compromise the town and school district;

(4) shall work to further public interest, maintain public trust, be open and accessible to the public at large, and maintain leadership of the highest degree without regard for personal gain.

(c) Rights and privileges.

(1) Nothing in this chapter, except as otherwise specifically provided, shall affect or impair rights or privileges of persons who are officers or employees of the town or school district at the time of its adoption.

(2) Except as specifically provided by this chapter, if at the time this chapter takes effect, an individual holds any elected or appointed office or position which is or can be abolished by or under this chapter, he or she shall continue in the office or position until the term expires.

(d) Severability. If any provision of this chapter is for any reason held invalid, that invalidity shall not affect the remaining provisions which can be given effect without the invalid provision. To this end, the provisions of this chapter are declared to be severable.

(e) Charter review.

(1) The selectboard and school board may appoint a charter review committee of registered voters of the town to review its charter and recommend changes as the committee finds necessary or advisable for the purpose of improving the operation of the town and school district.

(2) The committee shall submit a written report of recommendations to the selectboard and school board not later than one year after the appointment of the committee.

(3) Recommendations shall be warned for a vote at the next Australian ballot town meeting.

(4) The selectboard and school board shall provide funds for the committee in their budgets for any year when a charter review committee is appointed. (Amended 2011, No. M-16 (Adj. Sess.), § 2, eff. May 7, 2012.)

NOTICE TO VOTERS
NEW MATERIAL UNDERLINED
DELETED MATERIAL IN [BRACKETS]

§ 123A-104. Local Option Tax

The Town of Hartford is authorized to levy a tax of one percent (1%) on rooms and meals/alcoholic beverages, the net proceeds of which are to be deposited for use as the Town may direct.

§ 123A-201. Town meeting

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(e) Meetings, dates, times, voters, ballots:

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(2) Australian ballot/election day. Australian ballot/election day shall be on Vermont Town Meeting Day, the first Tuesday in March, at which time any business, budgets, and candidate election involving Australian ballots will be transacted beginning at 7 a.m. until closing at 7 p.m. The Town budge is warned by the Selectboard and the School District budge as warned by the School Board shall be submitted to the electorate at this Town election. All matters relating to the adoption of the Town and School District budgets shall be considered by Australian ballot. A majority vote shall be a simple majority of votes cast in this election. Under this subdivision:

(A) The time and place of a recount or a new vote on any question [other than Town and School District budgets] shall be determined by the Board of Civil Authority preceded by warning notice and public hearing. A tie vote on Town or School District budges shall be deemed to be a negative vote and reconsideration of any defeated budge shall proceed as provided [in subdivision (3) of this subsection.]

(B) Absentee ballots shall be available prior to the election as provided by Vermont and federal election laws and may be mailed or otherwise delivered to a voter, upon a voter's request, and when completed by the voter, mailed or otherwise delivered to the Town Clerk. The voter also may vote by absentee ballot by completing the ballot in the Town Clerk's office. If an absentee ballot is hand-delivered to a voter requiring assistance, then delivery and assistance shall be provided by no fewer than two Board of Civil Authority members from different political parties acting together. Any absentee ballots returned to the Town Clerk by the close of polls on election day shall be counted with all other ballots.

(3) Floor meeting. The annual Town and School District floor meeting shall be called for the fourth Saturday following the Australian ballot/election day held under subdivision (2) of this subsection. [If the Town of School District budget fails in the Australian ballot, deciding votes at the floor meeting shall provide a further opportunity for consideration of any rejected budget and a final vote by the Town voters. In addition to budget votes, the] The floor meeting may consider:

(A) the state of the Town and of the School District;

(B) long-range planning, capital improvement projections;

(C) other business not determined at Australian ballot election.

TOWN OF HARTFORD
LOCAL LIQUOR CONTROL BOARD
AND SELECTBOARD MINUTES

Tuesday, July 5th, 2016 at 6:00 pm
Hartford Town Hall
171 Bridge Street
White River Junction, Vermont 05001

Present: Richard Grassi, Selectboard Chair; Rebecca White, Selectboard Vice Chair; Sandra Mariotti, Selectboard Clerk; Simon Dennis, Selectboard Member; Dennis Brown, Selectboard Member; Mike Morris, Alan Johnson, Selectboard Member; Selectboard Member; Pat MacQueen, Interim Town Manager; Lori Hirshfield, Planning Director; Rich Menge, Public Works Director; Michael Vanasse, Hope McLaughlin; Stephenny West; Derek Consentino; J. Brining; Marie S L; Paul Marriell; Michael Burke; John Sesody; Robert Steinberg; Joyce Baldwin; Barbara Steiner; Dave and Liz Duval; Lyn Kaplan; Richard Kaplin; Jorgen Gonzalez; Jane Muther; Dan Clark; Susan Langle; Arlene Bettigale; Lannie Collins; Antonia Richie; Anne Rodia; Arlene Darrow; Pat Tilton; Herbert Muther; Lori Dickerson; Robert Pomeroy; Jane and Stuart Marsti; Tim Lewis; Dave Barrell

I. Selectboard Chair, Richard Grassi called the Selectboard Meeting to Order at 6:04 pm. Selectboard Member, Dennis Brown led the Pledge of Allegiance.

II. Order of Agenda

- No Local Liquor Control.
- Move Libbi Keith to Selectboard agenda on July 19, 2016 as she was unable to attend tonight.

III. Liquor Control Board Meeting was not opened as there were no items to discuss.

IV. Selectboard

1. Citizen, Selectboard Comments and Announcements

Citizens asked about having an Upper Valley Dog Park discussion, however as it is an open incident, the Town cannot discuss it. But would be happy to listen and hopefully assist and suggest. Ms. Marina Silvio spoke to the Selectboard and Town to please listen to the Dog Park supporters.

Mr. Dave Duval, president of Quechee Lakes Landowners Association read an email about the Pocket Parks, FEMA and the number of starts and stops that have been made prior to the selection. The member is perplexed by the starts and stops of this project.

Mr. & Mrs. Richard Kaplan have had a second home in Quechee, Mayor in Florida for the last 18 years. Understands what Municipalities are going thru; recommend and economic engine, putting money into one project to create and engine to generate more revenue for other projects.

Selectboard member Simon Dennis called a point of order that Citizens Comments were for items not on the agenda, Pocket Parks are listed later in the meeting. Selectboard Chair Richard Grassi reminded the Board that they had agreed to not take comments once the Citizen, Selectboard Comments section was closed.

Mrs. Kaplan feels that Dewey's Pond is not in a reasonable condition and what is the lay-persons explanation and can volunteers be used to help with this? Mr. Nunez, Parks & Recreation Director explained that the Tropical Storm Irene brought a lot of silt in and caused vegetation and milfoil to grow. Mr. Nunez fears that this will become a marsh. There is a group of students that come sin and hand harvests the milfoil for about 4 weeks. The lily pads are good for the fish as they keep the water cool, this is not good for boating or fishing. Mr. Nunez believes it would cost $250,000 – 700,000 to dredge the Pond. The property itself is owned by the Core of Engineers, leased by the state and cared for by the Parks & Recreation Department.

Mr. Lannie Collins remarked that there was a great fireworks display on the 4th and that there are a lot of great things being done by all of the town departments. We cannot let individual problems overshadow the good things being done.

Mr. George Gonzalez is a Pocket Park supporter who would like to see something in between done. Had a thought, there appears to be no improvement and seems to be getting worse. But does feel we should be doing something.

Ms. Susan Langley is a resident of Claremont NH and loves it (the dog park). Yes there are issues that we will work on as a community.

Ms. Kaitlyn Cork, uses the dog park everyday. Felt that it would be a shame to shut it down. Selectboard Chair Richard Grassi pointed out that there has been no discussion about shutting the dog park. If people would like to see this on the agenda, the Board will add it at a later date. The Board would rather have the citizens come up with suggestions on how to deal with things like this in the future.

2. Appointments

a) Interview and Consider Michael Vanasse for the one open position on the Hartford Parks and Recreation Commission. **Selectboard Clerk, Sandra Mariotti made a motion to appoint Michael Vanasse for one of two positions on Parks and Recreation Commission for 2 years in accordance with the terms of the position. Selectboard Vice-Chair Rebecca White seconded the motion. 7 Selectboard Members were in favor, 0 were opposed, 0 abstained. The motion passed.**

b) Interview and Consider Libbi Keith for the one open position on the Hartford Parks and Recreation Commission. Moved to Selectboard Meeting July 19 as candidate was not able to attend and there is a second opening on the Parks and Recreation Department.

3. Board Reports, Motions & Ordinances

a) Quechee Pocket Park **Selectboard Member Michael Morris made a motion that staff is hereby authorized to carry out and complete the design and construction of the Quechee Pocket Park Project along the lines of "Concept B-1" as adjusted by staff and/or the approving agencies necessary to**

complete the project within a $350,000 construction and engineering budget. In addition to other fends from outside sources. Selectboard Member Simon Dennis seconded the motion. 7 Selectboard members were in favor, 0 were opposed, 0 abstained. The motion passed.

4. Town Manager's Report

- Tax Rate Setting
- IUPE Certification of Public Works and Parks Bargaining Unit
- Maxfield Turn Lane
- Two Donated Batting Cages at Maxfield
- Fireworks
- Quechee Pocket Park
- EMS Response at Quechee Gorge
- Changes to Overtime Rules
- Senator Sanders Tree City Recognition

5. Commission Meeting Reports – TBD

Rebecca White – did not attended the School Board meeting but Lori Dickerson School Board of Directors Chair shared updates regarding the Charter. Selectboard Member Simon Dennis mentioned that the Selectboard will be constituting a charter Committee of 7 people, 1 representative each from the Selectboard and School Board, 2 board appointees from each board, and then 1 joint appointee.

Alan Johnson – gave an update on Efficiency Vermont. They would like to give a presentation to the Board on August 16th about the pilot program going on.

Mike Morris – attended the Dog Park Meeting.

Simon Dennis – attended the Hartford Community Resilience, August 22 – 26 is Resilience week. There will be an open meeting on August 22 from 7pm to 9pm at the Bugbee Senior Center.

6. Consent Agenda (Mot. Req.)

a) Selectboard Vice-Chair, Rebecca White made a motion to approve A/P Manifest of 7/1/16. Selectboard Clerk, Sandra Mariotti seconded the motion. 7 Selectboard members were in favor, 0 were opposed, 0 abstained. The motion passed.

b) Selectboard Vice-Chair, Rebecca White made a motion to approve the Meeting Minutes of 6/21/16, Selectboard member, Mike Morris seconded the motion. 7 Selectboard members were in favor, 0 were opposed, 0 abstained. The motion passed.

c) Selectboard Clerk, Sandra Mariotti made a motion to approve the Selectboard Meeting Dates of 7/8/16, 7/19/16, 8/2/16, 8/16/16, 8/30/16, Selectboard member Simon Dennis seconded the motion. 7 Selectboard members were in favor, 0 were opposed, 0 abstained. The motion passed.

7. Executive Session Selectboard Member Simon Dennis made a motion to enter Executive Session for the purpose of discussing Public Officers, in accordance with Vermont's Open Meeting Law requirements, I move that the Board enter into Executive Session to discuss the appointment of a *Public Officer* under the provisions of Title 1, Section 313(a) (3) of the Vermont Statutes. As well as to discuss Grievances (other than tax grievances), in accordance with Vermont's Open Meeting Law requirements, I move that the Board find that public discussion of *Grievances* that premature public knowledge of the discussion of *Grievances* would clearly place the Selectboard at a substantial disadvantage, because the Selectboard risks disclosing its

strategy and approach to the grievance if it discusses the *Grievances* in public. I further move that the Board enter into Executive Session to discuss *Grievances*, under the provisions of Title 1, Section 313(a) (1) of the Vermont Statutes, at 7:56 pm. Selectboard member seconded the motion. 7 Selectboard members were in favor, 0 were opposed, 0 abstained. The motion passed.

- **Selectboard Clerk Sandra Mariotti made a motion to Close Executive Session at 8:17 pm. Selectboard member Alan Johnson seconded the motion. 7 Selectboard members were in favor, 0 were opposed,0 abstained. The motion passed.**

V. Adjournment Selectboard member Mike Morris made a motion to close the Selectboard Meeting at 8:18 pm. Selectboard member Alan Johnson seconded the motion. 7 Selectboard member were in favor, 0 were opposed, 0 abstained. The motion passed.

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Selectboard Clerk

All Meetings of the Hartford Selectboard are open to the public. Persons who are seeking action by the Selectboard are asked to submit their request and/or materials to the Selectboard Chair or Town Manager's office no later than noon on the Wednesday preceding the scheduled meeting date. Requests received after that date will be addressed at the discretion of the Chair. Citizens wishing to address the board should do so during the Citizen Comments period; comments from the public.

TOWN OF HARTFORD
SPECIAL SELECTBOARD
MEETING MINUTES

Friday, July 8th, 2016 at 6:00 pm
Hartford Town Hall
171 Bridge Street
White River Junction, Vermont 05001

Present: Richard Grassi, Selectboard Chair; Sandra Mariotti, Clerk; Dennis Brown, Selectboard Member; Mike Morris, Alan Johnson, Selectboard Member; Selectboard Member; Michelle Wilson, Assessor; Rita Donaldson, Interim Finance Director; James Gerjevic, IT Director;

Absent: Rebecca White, Selectboard Vice Chair; Simon Dennis, Selectboard Member;

I. Call to Order Special Selectboard Meeting and Pledge of Allegiance Selectboard Chair Richard Grassi called the meeting to order at 6:03pm. Selectboard member Dennis Brown led the pledge of allegiance.

II. Order of Agenda

There was no change to the Order of Agenda.

III. Selectboard

1. Citizen, Selectboard Comments and Announcements

Selectboard member Dennis Brown mentioned the arrest that the Hartford Police made recently and that there was nothing mentioned in the Valley News about it.

2. Board Reports, Motions & Ordinances

a) Set FY2017 Tax Rate

Selectboard Clerk Sandra Mariotti made a motion to accept the Fiscal Year 2016-17 Tax Rate. Selectboard Member Mike Morris seconded the motion. 5 Selectboard members were in favor, 0 Selectboard Members were against, 0 Selectboard members abstained. The motion passed.

Selectboard member Alan Johnson made a motion that the Hartford Selectboard accept the General Highway Fund with $12,322,956 for Appropriation, $13,372,393 for Grand List, $0.9215 for Rate and $12,322,660 for Revenue. The County Tax with $110,000 for Appropriation, $13,372,393 for Grand List, $0.0082 for Rate and $109,654 for Revenue. Restricted Appropriations with $195,404 for Appropriation, $13,372,393 for Grand List, $0.0146 for Rate and $195,237 for Revenue. Local Agreement Rate- $26,152 for Appropriation, $13,372,393 for Grand List, $0.0020 for Rate and $26745 for Revenue. Total Town Tax Rate - $12,654,512 for Appropriation, $0.9463 for Rate and $12,654,295 for Revenue. Educational Homestead Tax Rate- $1.5185. Educational Non-Residential Tax Rate - $1.4990. Total Town & Education Homestead Tax Rate - $2.4648. Total Town & Education Non-Residential Tax Rate - $2.4453. Total Appropriation 2016-2017 Fiscal Year - $12,654,512. Overlay – ($217). Selectboard member Dennis Brown seconded the motion. 5 Selectboard members were in favor, 0 Selectboard members were opposed, 0 Selectboard members abstained. The motion passed.

3. **Consent Agenda**
   - **a)** Ratify Payroll Ending 7/2/16 **Selectboard member Dennis Brown made a motion to ratify the payroll ending 7/2/16. Selectboard member Mike Morris seconded the motion. 5 Selectboard members agreed, 0 Selectboard members opposed, 0 Selectboard members abstained. The motion passed.**
   - **b)** Ratify A/P Manifest Supporting Payroll Ending 7/2/16
   - **c)** Meeting Minutes of 7/5/16 – to be approved at the 7/19/16 meeting.

IV. Adjournment

Selectboard member Mike Morris made a motion to close the Selectboard meeting at 6:10pm. Selectboard Clerk Sandra Mariotti seconded the motion. 5 Selectboard members agreed, 0 Selectboard members opposed, 0 Selectboard members abstained. The motion passed.

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Selectboard Clerk

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