



State of Vermont
Agency of Administration
Office of the Secretary
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Susanne R. Young, Secretary

SEALED BID

REQUEST FOR PROPOSAL

State Of Vermont COVID- 19 Response and Recovery Consultant Services

ISSUE DATE: April 10, 2020

QUESTIONS DUE BY: April 15, 2020 3:00 PM

RFP RESPONSES DUE BY: April 20, 2020 3:00 PM

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

<http://www.vermontbusinessregistry.com>

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

STATE CONTACT: Brad Ferland, Deputy Secretary
TELEPHONE: 802-274-4065
E-MAIL: Brad.ferland@vermont.gov



1. PURPOSE

The State of Vermont (SOV) is seeking to enter into a contract to provide disaster response and recovery services in support of the COVID-19 global pandemic. SOV requires services to support the state's response operations and implementation of disaster recovery programs including but not limited to the FEMA Public Assistance (PA) and Individual Assistance (IA) programs. SOV understands that for the COVID-19 incident there is a need to engage the services of a qualified disaster response and recovery contractor/consultant to assist state entities with response and state and local entities with all aspects of disaster recovery. Assistance includes staffing support in state level emergency operations centers, subject matter expertise in guiding response strategies and implementing disaster recovery programs from multiple federal programs. Recovery support will also include administrative support, technical support to applicants and sub-applicants, development and review of projects, program eligibility, issues pertaining to insurance, and cost estimating. When issued a Purchase Order (PO) under the awarded contract, the selected consultant will assist SOV in executing the tasks with the goal of maximizing FEMA and other federal program disaster assistance to the state and sub-applicants. SOV seeks assistance to maximize the allocation of funding to enhance recovery from COVID-19.

2. ACQUISITION METHOD

This Request for Proposals (RFP) is to qualify a vendor to enter into a contract for services described below on an as-needed basis based on the rates for various staff and services proposed by vendor. When there is a need to implement services or add on services SOV will execute a separate Purchase Order detailing the exact services, duration, and not-to-exceed costs for the specific engagement.

3. REQUEST FOR SINGLE OR MULTIPLE CONTRACTORS

SOV shall execute a contract with a vendor(s)/contractor(s) for the purposes of this engagement. SOV reserves the right to move directly to a PO with the vendor based on the rates and services bid and accepted through this RFP or SOV may choose to request quotes for services from multiple vendors in order to determine the most cost-effective approach to meet a given need. The State reserves the right to issue proposal requests to one or all prequalified vendor/consultants based on need, timing, availability etc.

Sub-contractors shall be the responsibility of the contractor, but the vendor must disclose how they intend to use subcontractors, including percentage of work estimated to be completed by subcontractors.

4. USE OF CONTRACT BY SINGLE OR MULTIPLE DEPARTMENTS:

Any contract resulting from this procurement shall be administered by the Agency of Administration (AOA) in close consultation with Vermont Emergency Management (VEM). The contract will be available for use by other agencies and departments at the discretion of AOA.

5. TOTAL ANTICIPATED DURATION OF CONTRACT(S):

Initial Contract Duration: Twelve (12) month(s) from date of award, with up to four (4) Options to Renew for one (1) year each for a total of five (5) years.

6. TOTAL ANTICIPATED EXPENDITURES FOR ANTICIPATED CONTRACT

The resulting contract from this RFP will be a rate-based contract with the ability to issue purchase orders for specific activities detailed in the scope of work. Compensation will be based solely on the rates provided by the vendor and agreed upon in the resulting purchase order agreement.

SOV does not guarantee any work resulting from this RFP. Contract amounts during the period of any contract are subject to a selected Bidder's response, performance selected, final scope negotiation, and, if fully executed at the discretion of SOV, any amendments.

SOV will pay only for work described and approved within a fully executed contract/PO document or amendment thereto. SOV will not pay invoices for work completed based on verbal requests, completed prior to the execution of a contract or amendment, or completed any time after the latest contract/PO end date.

7. PERFORMANCE AND CONTRACT SPECIFICATIONS:

Part A: Response Scope of Work

SOV seeks to contract with a vendor with significant, direct, relevant experience working in state level emergency operations centers and leading statewide or jurisdiction-wide disaster response to provide subject matter expertise and staffing support in response to COVID-19 global pandemic. Vendor must demonstrate knowledge and expertise to guide executives in response decision-making drawing upon lessons-learned in other parts of the country. Vendor must demonstrate the ability to obtain and assign staffing support to the State EOC or other department operations centers with previous relevant experience and appropriate training qualifications.

SOV may call upon the selected vendor to provide one or more of the following services at the direction of Vermont Emergency Management:

- A. Task personnel to advise on statewide response strategies in support of COVID-19 to state executives.
- B. Task personnel to provide staffing support at the State Emergency Operations Center or other department operations centers in Operations, Logistics, Planning, Finance and Management, Public Information, and Situational Awareness.
 - a. Staff will be called upon on an as-needed basis for a pre-determined amount of time.
 - b. Staff may be required to operate virtually in support of the state.

PART B: Recovery Scope of Work

SOV seeks to contract with vendors that have significant, direct, relevant experience working with multiple federal funding allocations across agencies and departments including but not limited to FEMA's Public Assistance (PA) Grant and Individual Assistance (IA) grant program, HUD Community Development Block Grant funding, USDA Disaster funding, and DOL Unemployment Assistance programs. The vendor will provide qualified staff that have substantial demonstrated experience working with state and local government applicants. For this contract, the vendor must provide project staff, with demonstrated expertise and experience in all aspects of the federal program, including but not limited to: general administrative support, technical support to applicants, development and review of project worksheets, program eligibility, alternative projects, issues pertaining to insurance, damages and repairs, construction, snow assistance, transportation, disaster close out, cost estimating, 2 CFR 200, and PW accounting/audit reviews.

SOV may call upon the selected vendor(s) to provide one or more of the following services, to be conducted under AOA's direction and guidance in close consultation with Vermont Emergency Management:



- A. Advise senior state executives and implement statewide recovery strategy across state agencies and departments and municipalities
- B. Advise on the implementation of FEMA Individual Assistance Programs.
- C. Provide general administrative support to SOV agencies to implement federal disaster programs.
- D. Provide general administrative support for Vermont Emergency Management Recovery and Mitigation Section for the PA Program
- E. Provide grant administration support to the Department of Public Safety to expedite subgrant awards and payments
- F. Assist with the development and implementation of strategies to maximize Public Assistance,
- G. Provide technical assistance and subject matter expertise to AOA and VEM and sub-applicants. Such services may include:
 - 1. Development of project worksheets;
 - 2. Attendance at Kick off/Scoping Meeting (RSM);
 - 3. Applicant and project eligibility review;
 - 4. Providing facility, work and cost eligibility guidance to AOA and VEM and applicants;
 - 5. Access and use the Grants Portal system; if the vendor/staff does not currently have access, demonstrate the ability to quickly obtain access (including obtaining appropriate clearances to be granted access);
 - 6. Providing technical assistance and guidance on insurance oversight/insurance issues;
 - i. Provide insurance-related technical support to State and local applicants;
 - ii. Review of applicant insurance settlement information for both small and large PA projects;
 - iii. Calculate and make recommendations for insurance adjustments during project/PW development with FEMA and applicant;
 - 7. Provide expertise and technical assistance related to PA Emergency Protective Measure Category B;
 - 8. Assisting VEM Recovery and Mitigation Section staff to conduct grant recipient/state review' of draft PWs and reconciliation of supporting documentation prior to FEMA award/obligation in FEMA's Grants Portal;
 - 9. Provide accountant/audit specialist support for review and reconciliation of PW and supporting documentation;
 - 10. Provide administrative support for PW review, reconciliation, and close-outs;
 - 11. Reviewing and proposing recommendations to VEM on applicant's appeals;
 - 12. Providing guidance and recommendations and/or support in formulating appeals to FEMA;
 - 13. Providing support in closing out disaster declarations;
 - 14. Tracking state, vendor, and local costs at a detailed level as required, including but not limited to Direct Administrative Costs and Project costs.
- H. At the direction and under the supervision of VEM disaster recovery staff, coordinate directly with select applicants (as identified and assigned by VEM) to assist them with:
 - 1. Providing onsite and/or virtual staff as agreed upon by the vendor and VEM;
 - 2. Identifying, quantifying and documenting damages resulting from the declared disaster event and documenting a nexus between the qualifying event and related damages;
 - 3. Developing scope of eligible work and cost estimates;
 - 4. Writing individual Project Worksheets (90-91) for eligible work;
 - 5. Reviewing insurance settlement information and making recommendations for insurance adjustments during and after project development;

6. Identifying special considerations or project options that may benefit the applicant, such as other available and applicable funding sources.

8. BUDGET

The contract resulting from this procurement will necessarily be on time and materials basis for executed Purchase Orders, all bounded by Not-to-exceed amounts for the Purchase Order and for each specific Task Order. Rates shall be based **on the awarded vendor’s proposal and any subsequent negotiations between AOA and the awarded vendor.** The Bidders must complete the table below to detail staff rates (please add rows to the table as needed) and must also provide a budget narrative (not to exceed one page). Vendor rates shall be “not to exceed costs” for the duration of the contract period and will be binding unless a negotiated adjustment is agreed to and executed by AOA.

Chart A: Staff Labor Rates

Staff Position	Hourly Rate

Expenses: Vendor/consultant is responsible for identifying all necessary labor, materials, travel and other expenses to be included in any Purchase Order resulting from the procurement. All expenses must be reasonable and associated with a deliverable. Invoicing of expenses (e.g. printing, copying, materials, travel (including airfare, hotel, meals, car rental), etc.) must include documentation of the expenses incurred and will be billed to the SOV “at cost” (i.e. no mark-up and not including taxes); reimbursement will be based on actual costs incurred, reasonableness of the expense, and supporting documentation provided to AOA. SOV entities will not reimburse for expenses incurred outside of the approved Purchase Order. Invoicing Requirements: SOV entities will accept monthly invoices for payment within 45 days (or sooner if Prompt Pay Discount is offered). When invoicing, the vendor shall submit all pertinent progress reports and copies of deliverables along with the invoice. Invoices shall reflect only work completed and documented in progress reports. Vendor invoicing shall be itemized by staff member and deliverable (i.e., the invoice must indicate which staff person worked on which deliverable, and their associated labor hours, rate and expenses).

9. CONTRACTOR AND PERFORMANCE REQUIREMENTS- INSTRUCTIONS FOR SUBMISSION OF RESPONSES

- A. Approach: The selected vendor must detail in their proposal their approach for implementing services and deliverables detailed in Part A and B of this RFR. Vendor may respond to some or all of the scope of services detailed in Part A and B but must be very clear on the services for which they are submitting a proposal.
- B. Experience: In addition to the approach for providing services and deliverables listed in Part A and B, vendors (and their sub-contractors if applicable) must demonstrate extensive experience and expertise in disaster response and recovery and administration of the FEMA Public Assistance and Individual Assistance Programs as well as other federal disaster recovery programs available. In particular, vendors must:



1. Document the firm's experience with implementing federal disaster recovery programs including FEMA's PA and IA Programs, demonstrated by completed and ongoing projects including:
 - i. Name of Project
 - ii. Name of Client
 - iii. Client point of contact/reference
 - iv. Project scope of work
 - v. Staff who worked on the project
 - vi. Project outcomes
2. Vendor should demonstrate firm's experience as applicable with the following:
 - i. Federal disaster program implementation and maximization for best cost recovery.
 - ii. Guiding senior executives in response and recovery strategy.
 - iii. FEMA's Public Assistance (PA) program
 - iv. Familiarity with PA program requirements and the systems such as Grants Portal
 - v. FEMA's Public Assistance Delivery Model
 - vi. Experience reviewing insurance settlement information and recommending insurance adjustments during project development for both small and large Project Worksheets;
 - vii. Knowledge of and experience working through Environmental and Historic Preservation (EHP) issues;
 - viii. Experience with and track record of identifying discrepancies in eligibility of PA costs;
 - ix. Experience with disaster close outs.
3. Document each proposed staff members' experience as applicable with federal disaster recovery programs by providing the information on the years of experience, staffing level (junior, support, administrative, mid-level, senior, executive, etc.), **and** specific project experience.
4. Submit a resume for each proposed staff person describing their respective qualifications, capabilities and experience.
5. Identify to what degree subcontractors may be used to complete work, including the maximum estimated percentage of work a subcontractor may be tasked with completing. Please note: AOA reserves the right to review and approve proposed staff members at the time a Purchase Order for services issued under the contract.
6. References: At least three (3) references and current contact information for persons knowledgeable about the vendor's experience with similar projects. If the vendor has completed work for SOV in the past, SOV entities will serve as a reference even if not listed in the proposal. In addition, AOA may contact the points of contact/references indicated in the vendor's response to Part 8.1.

C. Submission Instructions

- a. Submit questions regarding this RFP to Brad Ferland brad.ferland@vermont.gov by 3:00 pm EST Wednesday, April 15, 2020.
- b. Submit proposal in response to this RFP to brad.ferland@vermont.gov by 3.00 PM EST Monday, April 20, 2020. Proposals are required to be submitted electronically and not mailed.

10. VENDOR SELECTION

Vendors submitting a proposal that demonstrates the vendor possess adequate qualifications to provide some or all of the services above will be selected for contracting under this RFR. AOA reserves the right



to limit the number of selected vendors and define adequate qualifications based on the scoring of the criteria as shown below. Final approval of the selected vendor that provides the best value to SOV will be based on the qualification criteria.

1. Vendor's approach as required by Section 8.1. (30 Points)
2. Vendor's experience as required by Section 8.2. (20 Points)
3. Experience of proposed staff as required by Section 8.3. (20 Points)
4. Reference checks. (Note: If vendor completed previous work for SOV under separate contract but is not listed as a reference in response to this RFR, SOV reserve the right to use itself as a reference for evaluation purposes). (15 Points)
5. Budget: Costs presented under Section 8.5 are reasonable and provide a value to AOA for the services offered. (15 Points)

A. BACKGROUND CHECKS

Any personnel or agent of the Vendor performing Services under any contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

11. BEST AND FINAL OFFER:

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

12. WORKER CLASSIFICATION COMPLIANCE REQUIREMENTS:

In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.

1. Self-Reporting: For bid amounts exceeding \$250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.
2. Subcontractor Reporting: For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list **MUST** be updated and provided to the State as additional subcontractors are hired. A sample form is available online at <http://bgs.vermont.gov/purchasing-contracting/forms>. **The subcontractor reporting form is not required to be submitted with the bid response.**

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

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

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

14. CONTRACT TERMS

The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachment C as attached to this RFP for reference. The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.

1. **PAYMENT TERMS:** All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent. Payment terms are Net 30 days from receipt of an error-free invoice with all applicable supporting documentation. 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.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

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

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

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

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

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.



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

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

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

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

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

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.



12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

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

16. Taxes Due to the State:

- A) Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B) Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C) Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D) Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

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

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

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

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable



to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

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

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

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

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

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or

reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

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

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

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

32. Requirements Pertaining Only to State-Funded Grants:



- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

