



STATE OF VERMONT
LEGISLATIVE JFO

REQUEST FOR PROPOSAL

EDUCATION FINANCE IN VERMONT: ANALYSIS AND RECOMMENDATIONS

ISSUE DATE: August 28, 2025

QUESTIONS DUE BY: September 12, 2025

DUE DATE: October 3, 2025

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This Request for Proposals (RFP) may be updated and/or amended. The State will make no attempt to contact vendors with updated information. It is the responsibility of each vendor to periodically check <https://ljfo.vermont.gov/committees-and-studies/education-finance-in-vermont-analysis-and-recommendations> for any and all notifications, releases, and amendments associated with this RFP.

1. INTRODUCTION AND BACKGROUND:

The Vermont Legislative Joint Fiscal Office (JFO) is issuing this Request for Proposal (RFP) in accordance with 2025 Acts and Resolves No. 73 (Act 73).¹ JFO is soliciting proposals for a consultant or consulting team (hereby referred to as the “Contractor”) to perform comprehensive analyses and make recommendations regarding changes to Vermont’s education financing structure.

In its 2025 legislative session, the Vermont General Assembly passed Act 73, which makes numerous changes to Vermont’s statewide education system and education funding system. Among other significant changes, Act 73 replaces the current education financing structure with a cost-factor foundation formula if certain conditions are met.² These conditions include legislative consideration of the analyses and recommendations of the Contractor for updating and refining certain components of the foundation formula.

Act 73 directs JFO to contract with one or more Contractors with expertise in Vermont’s education funding system to make recommendations regarding updates and details to the new education funding structure it established. JFO is issuing this RFP for the following recommendations to refine the foundation formula:

- Updating student weighting in the foundation formula, including:
 - To move from special education weights based on disability categories to weights based on reliance on the provision of special education services;
 - To update any other weights determined to be empirically necessary for an adequate and equitable education, taking into account the cost savings generated by new, larger consolidated school districts;
- Identifying suitable geographic measures for determining sparsity within the foundation formula;
- Determining whether it is more costly to educate secondary students than it is to educate elementary school students in Vermont;
- Determining how to account for the provision of career and technical education (CTE) in the foundation formula; and
- Updating other components of the foundation formula, including the base amount, as required by any undertaking above.

Contractors may submit proposals to address some or all of these topics as set out in this RFP. Should more than one Contractor be accepted for this work, coordination among Contractors will be required.

The proposed start date is upon execution of a contract between the Vermont General Assembly and the Contractor. JFO anticipates the contract to begin before the end of October 2025. Section 4 of this RFP outlines the deliverables of the contract, which will include preliminary results, recommendations, detailed analysis, and a final report to be completed by December 1, 2026. Following submission of the final report, the Contractor will train JFO and Agency of Education

¹ JFO is a legislative office that provides the Vermont General Assembly with non-partisan services related to the fiscal operations of the State.

² A link to the full text of the legislation is included in Attachment B of this RFP.

(AOE) staff in its methodology and be available for testimony to legislative committees regarding the report and its recommendations. The anticipated end date of the contract is June 30, 2027.

2. DETAILED REQUIREMENTS:

BACKGROUND:

Sec. 45(a) of Act 73 (See Attachment A) requires JFO to contract with one or more Contractors with expertise in Vermont's education funding system to make recommendations on topics related to funding changes in Act 73 to the Vermont General Assembly on or before December 1, 2026. JFO will consider proposals that address one or more topic areas listed in the Scope of Work. Detailed analysis supporting recommendations will be required.

In addition to submitted reports and supporting analyses, the Contractor will be required to train JFO and AOE staff on the methodologies underlying the proposed recommendations so they can update the work in future years. The Contractor will also be required to be available for testimony to legislative committees on its work. Depending on how the scope of work is divided, the Contractor(s) may also be required to coordinate with other Contractors regarding analyses and timing.

SCOPE OF WORK:

This RFP calls for analysis and recommendations for updates to the new education funding structure established in Act 73. The body of work called for by Act 73 has been divided into the topics set out below. A Contractor may submit proposals to do the work associated with one or more of the following undertakings:

- a. Updating special education weights in the cost-factor foundation formula created in Act 73 to move from special education weights based on disability categories to a reliance on the provision of special education services.**

Act 73 Context: The base amount and weights used in the Act 73's foundation formula came from an April 2025 memorandum and reflect cost estimates based on Vermont's current education system. The special education weights are also from the April 2025 memorandum, and were derived from the Ohio Special Education Cost Study. The memorandum updated the education cost funding models originally developed in the 2019 Study of Pupil Weighting Factors Report.³

- b. Updating any other weights in the cost-factor foundation formula to be empirically necessary for an adequate and equitable education, taking into account cost-savings generated by new, larger consolidated districts.**

Act 73 Context: The base amount and weights used in the Act 73's foundation formula came from an April 2025 memorandum and reflect cost estimates based on Vermont's current education system. The memorandum updated the education cost funding models

³ Link to the Memorandum and 2019 Pupil Weighting Factors Report are included in Attachment B of this RFP.

originally developed in the 2019 Study of Pupil Weighting Factors Report. Act 73 includes intent language that the General Assembly will enact new, larger school district boundaries that will impact cost estimates in the 2026 legislative session.⁴

c. Recommending suitable geographic measures for determining sparsity within the foundation formula.

Act 73 Context: Act 73 outlines that schools will be eligible for a sparse school support grant if they are located within a sparse area and are deemed “sparse by necessity.” A sparse area is currently defined in Act 73 as a city, town, or village with fewer than 55 people per square mile of land. The Act requires the Vermont State Board of Education to create standards of “sparse by necessity.”

d. Determining whether it costs more to educate a secondary student than an elementary student in Vermont and, if so, recommending an appropriate weight to capture the cost differential.

Act 73 Context: Act 73 does not include a grade level weight for elementary students nor secondary students. This reflects the findings in the April 2025 memorandum.

e. Recommending how to account for the provision of CTE within Vermont’s funding formula.

Act 73 Context: Act 73 does not account for the provision of CTE within the foundation formula but does include intent language for the General Assembly to enact updates to CTE in the 2026 legislative session.

The Contractor shall also recommend updates or changes to other components of the foundation formula, including the base amount, that would be required as a consequence of any recommendations made in response to each topic for which it chooses to submit a proposal.

MODELING AND TRAINING:

Any Contractor engaged to analyze the weights, base, or other related factors developed by the Contractor, will train JFO and AOE staff in the methodologies needed to recalibrate and recalculate these figures.

Any Contractor engaged to analyze factors that will need to be updated in future years beyond the weights must identify such analyses and set out the approximate schedule for such updates. The Contractor will be responsible for providing training to JFO and AOE staff in the methodologies needed to update those analyses.

⁴ Act 73 created a School District Redistricting Taskforce Link to the School District Redistricting Task Force to recommend new school district boundaries and configurations to the General Assembly on or before December 1, 2025. A link to the Taskforce’s website is included in Attachment B of this RFP.

BIDDER QUALIFICATIONS:

JFO will evaluate proposals based on multiple factors. JFO will prioritize proposals that address the following factors:

- a. Expertise in Vermont's education funding system;
- b. Knowledge of Act 73's education financing structure;
- c. Professional qualifications, experience conducting projects of similar scope, and evidence of related work;
- d. Knowledge and experience in methods for empirically deriving factors to be used in foundation formulae;
- e. Ability to operate independently from interest or advocacy groups involved in Vermont's education financing and education policy; and
- f. Cost of proposal.

Proposals will still be considered if they do not meet all factors listed above. These factors are not listed in any order of priority and are not exhaustive.

3. DELIVERABLES

The following lists the deliverables envisioned within this RFP. These deliverables have been outlined as if a Contractor were to take on the entire Scope of Work. If a proposal is submitted for only a portion of the Scope of Work, it should clearly identify any other portions within the Scope of Work that must be completed prior to the Contractor beginning their portion.

- a. Work Plan
Prior to beginning the work for which it has been engaged, the Contractor shall submit a project plan for the completion of this work to JFO, including specific timelines and methodologies for the work. The work plan shall be submitted no later than one month upon signing of the contract. The work plan must be agreed to by the Contractor and JFO.
- b. Preliminary Analysis, Findings and Recommendations
The Contractor shall submit preliminary results of their work to JFO no later than July 1, 2026, or earlier if agreed to in the work plan.
- c. Draft Report
The Contractor shall submit a first draft of its report to JFO no later than September 1, 2026.
- d. Analysis, Findings, Modeling, and Updated Draft Report
The Contractor shall submit its analysis, modeling, and an updated draft report to JFO for review by November 1, 2026.
- e. Final Report

The final report and recommendations shall be submitted to JFO for submission to the House Committee on Ways and Means, the Senate Committee on Finance, and the House and Senate Committees on Education no later than December 1, 2026.

f. Coordination

The Contractor will be required to have regular check-ins with JFO regarding their work and progress. Depending on how the scope of work is divided, the Contractor(s) may also be required to coordinate with other Contractors regarding analyses and timing.

g. Training and Support

If relevant to the scope of work, the Contractor shall train JFO and AOE staff in the methodologies needed to recalibrate and recalculate the base, weights, other factors/calculations, and any other analyses agreed upon within the contract. Training will be completed no later than January 15, 2027.

The Contractor shall be available to answer questions and support training of JFO and AOE staff through June 2027.

h. Testimony

The Contractor shall be available for legislative testimony regarding findings through the 2027 legislative session, which typically runs January through May.

4. GENERAL REQUIREMENTS:

- a. **EVALUATION CRITERIA AND CONSULTANT INDEPENDENCE:** Proposals will be evaluated for their responsiveness to the scope of work and other specifications in this RFP. As outlined in Act 73, the State intends to select one or more Contractors with expertise in Vermont's education funding system. Further, the State intends to select consultant(s) that are professionally qualified and have demonstrated an ability to operate independently from interest or advocacy groups involved in the discussion of education financing and education policy in Vermont.
- b. **CONFIDENTIALITY:** All responses to this RFP will be public records. The successful response will become part of the contract file.

If the response includes material that is considered by the bidder to be proprietary and confidential under 1 V.S.A. §§ 315-320, 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 may the entire response or price information be marked confidential. Responses so marked may not be considered.

- c. **CONTRACT TERMS:** The selected consultant will enter into a contract with the General Assembly to perform work set out in this RFP at an agreed-upon cost. The contract will include the standard State provisions described in Attachment C. This contract will be subject to review throughout its term.
- d. **STATEMENT OF RIGHTS:** The State reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Failure of a bidder to respond to a request for additional information or clarification could result in rejection of that bidder's proposal. 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.
- e. **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. If taxes are to be applied to a purchase, it must be so noted in the response.
- f. **NO COLLUSION:** The State is conscious of and concerned about collusion. Signing bid and contract documents constitutes agreement that the prices and costs quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive consultant. All bidders and contractors are hereby placed on notice that any collusion or improper anticompetitive activity will be pursued by the General Assembly and/or other State entities to the full extent of the law.

5. BIDDER RESPONSE CONTENT AND FORMAT:

The content and format requirements listed below are the minimum required for JFO's evaluation of proposals. These requirements are not intended to limit the content of the proposals; bidders may include additional information or offer alternatives that may be considered.

- a. **SUBMISSION:** Submit electronically as a PDF to JFORFP@leg.state.vt.us.
- b. **BACKGROUND AND EXPERIENCE:** Provide a description of the technical experience and qualifications for key personnel and the role each of them is expected to play. Additionally, please provide a list of any work done for entities in Vermont related to education finance and a brief description of work done independently of any interest or advocacy group involved in education funding issues. Additionally, please indicate any work done on behalf or funded by interest or advocacy group related to education funding or education policy in Vermont.
- c. **PROJECT PLAN:** Clearly identify which topics within the Scope of Work will be addressed by the proposal. Describe the project management structure, major project milestones, and timing of periodic updates. Identify and highlight any deliverable or workplan dates that would differ from the dates outlined in Section 3 this RFP.

- d. **DATA SETS AND MODELS:** Summarize the analytic approaches and data sets expected to be used.
- e. **REFERENCES:** Provide names, addresses, and telephone numbers of at least two clients with whom you have transacted similar business in the last three years. Must include contact names who can speak knowledgeably about your performance.
- f. **PRICING:** Any and all costs that you wish the State to consider must be submitted. The cost structure for the project should be described including billing rates and estimated hours for key staff, payments to any subcontractors, overhead rates, and estimated non-salary expenses, including travel.

6. SUBMISSION INSTRUCTIONS:

The closing date for the receipt of proposals is 3:00 PM ET on October 3, 2025. Questions will be accepted until 3:00 PM ET on September 12, 2025.

Questions regarding this RFP should be emailed to JFORFP@leg.state.vt.us no later than September 12, 2025. After the question period has closed, a copy of all questions and the State's responses will be posted to <https://ljfo.vermont.gov/committees-and-studies/education-finance-in-vermont-analysis-and-recommendations>. Every effort will be made to have these available as soon after the question period ends, contingent on the number and complexity of the questions.

7. ATTACHMENTS:

- a. Attachment A: Relevant Legislation (2025 Acts and Resolves No. 73)
- b. Attachment B: Additional Resources
- c. Attachment C: Standard State Provisions for Contracts and Grants

ATTACHMENT A: LEGISLATION

Note: A link to the full text of the legislation can be found at:

<https://legislature.vermont.gov/Documents/2026/Docs/ACTS/ACT073/ACT073%20As%20Enacted.pdf>

Sec. 45a. FOUNDATION FORMULA; JOINT FISCAL OFFICE; REPORT

(a) The Joint Fiscal Office shall contract with one or more contractors with expertise in Vermont's education funding system to recommend updates to the cost-factor foundation formula created by this act to move from special education weights based on disability categories to a reliance on the provision of special education services and to update any other weights determined to be empirically necessary for an adequate and equitable education, taking into account the cost savings generated by new, larger consolidated school districts. Additionally, the contractors shall make recommendations regarding the following:

- (1) suitable geographic measures for determining sparsity within the foundation formula;
- (2) whether it costs more to educate a secondary student than an elementary student in Vermont and, if so, an appropriate weight to capture the cost differential of educating secondary students; and
- (3) how to account for the provision of career and technical education within Vermont's foundation formula.

(b) The contractors shall submit the foundation formula, analysis of geographic measures, and the other recommendations required under subsection (a) of this section, along with a detailed analysis to support the contractor's recommendations, to the House Committee on Ways and Means, the Senate Committee on Finance, and the House and Senate Committees on Education on or before December 1, 2026.

(c) The sum of \$400,000.00 is appropriated to the Joint Fiscal Office from the General Fund in fiscal year 2026 to hire one or more contractors for the purposes in subsection (a) of this section.

(d) The contractors shall be required to train the Joint Fiscal Office and the Agency of Education in the methodologies needed to recalibrate and recalculate the base and weights in accordance with 16 V.S.A. § 4010(f).

ATTACHMENT B: ADDITIONAL RESOURCES

1. Full text of Act 73 of 2025.
<https://legislature.vermont.gov/Documents/2026/Docs/ACTS/ACT073/ACT073%20As%20Enacted.pdf>
2. Fiscal note of Act 73 of 2025.
https://ljfo.vermont.gov/assets/Publications/2025-2026-House-Bills/GENERAL-382378-v16-H_454_fiscal_note-v3.pdf
3. Memorandum presenting numbers used in the foundation formula established in Act 73 of 2025: “Updated cost estimates and recommended weights for a student-based funding formula in Vermont”.
https://ljfo.vermont.gov/assets/Subjects/H-454-As-recommended-by-House-Ways-and-Means-Draft-4-1/W_Tammy-Kolbe_Weighting-Update-Memo_4-3-2025.pdf
4. 2019 Pupil Weighting Factors Report.
<https://education.vermont.gov/sites/aoe/files/documents/edu-legislative-report-pupil-weighting-factors-2019.pdf>
5. Website of the School District Redistricting Task Force per Act 73 of 2025.
<https://aoa.vermont.gov/school-district-redistricting-task-force>

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED OCTOBER 1, 2024

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. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. 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 regarding 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:

- A.** 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.
- B.** 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.
- C.** 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.
- D.** 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: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

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: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) 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. Use and Protection of State Information:

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B. With respect to State Data, Party shall:
 - i. take reasonable precautions for its protection;
 - ii. not rent, sell, publish, share, or otherwise appropriate it; and
 - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
 - i. strictly maintain its confidentiality;
 - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
 - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
 - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
 - i. industry-standard firewall protection;
 - ii. multi-factor authentication controls;
 - iii. encryption of electronic Confidential State Data while in transit and at rest;
 - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
 - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;

- vi. training to implement the information security measures; and
 - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential 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 United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

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 this 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, and shall include this provision in all subcontracts for work performed in Vermont. 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. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: 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.

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, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. 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), as amended by Section 17 of Act No. 142 (2010) and by

Section 6 of Act No. 50 (2011).

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 (“Confidentiality and Protection of State Information”); 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. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

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: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

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

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information 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 lockouts) (“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 use the State’s logo or otherwise 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 this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement 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 Agreement immediately, and the State shall have no obligation to pay Party 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 Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$1,000,000 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.
- 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 \$1,000, 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)