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Vermont Agency of Agriculture, Food and Markets FY2024 Agricultural Clean Water Initiative Program Grants

The Vermont Agency of Agriculture, Food and Markets Water Quality Division is requesting proposals to support strategic investments in businesses, organizations, or individuals who work with farms to support the improvement of water quality and climate change mitigation across the state of Vermont.

ADDITIONAL INFORMATION

The maximum amount of State funding that will be awarded through this funding opportunity is anticipated to be \$7.5 million. The State intends to award multiple grant agreements for a maximum award timeframe of 2 years.

KEY DATES

Applications Open Date: November 8, 2023

Informational Webinar: November 15th, at 1:00pm (Microsoft TEAMS)

Contact Mary Montour at Mary.Montour@Vermont.gov for webinar information or visit agriculture.vermont.gov/agricultural-clean-water-initiative-program

Questions Due: December 6, 2023, by 4:30pm

Application Deadline: December 20, 2023, by 4:30pm

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CONTACT

For application questions, contact Mary Montour at Mary.Montour@Vermont.gov or (802) 461-6087.

APPLICATION SUBMISSION & DEADLINES

Proposals must be submitted electronically with the subject line: 'AgCWIP Proposal – RFP 2024' to AGR.WaterQuality@Vermont.gov by the close of business (4:30 pm) on the proposal due date **December 20, 2023**.

Applicants are cautioned that it is their responsibility to originate the sending of proposals in sufficient time to ensure receipt by the State by the proposal due date. Proposals not in possession of the State by the close of business of the proposal due date will not be considered.

A. Introduction and Purpose

Local and regional partners play a vital role in promoting and achieving environmental stewardship in the agricultural sector through education, outreach, implementation, and verification of conservation practices that reduce nutrient runoff, improve soil health, and support climate change mitigation efforts. Additionally, partners provide a critical link between state agency programs, federal agency programs, and landowners. The Agency of Agriculture, Food and Markets (the Agency) is pleased to offer the Agricultural Clean Water Initiative Program (Ag-CWIP) grant funding opportunity to businesses, organizations, and individuals who work with farms across the state of Vermont to support the improvement of water quality and environmental stewardship.

This funding opportunity is comprised of two funding sources: the Clean Water Fund and the American Rescue Plan Act.

The [Clean Water Fund](#) was developed as part of Act 64 of 2015, the Clean Water Act. The Clean Water Board annually develops the Clean Water Budget, which appropriates Clean Water Funds to VAAFMM that support programs and initiatives that help farmers implement projects that will restore, enhance, and protect Vermont's water quality. A total of \$6 million in Clean Water Fund dollars are available under this opportunity for efforts to improve water quality in the agricultural sector.

Vermont was awarded \$1.05 billion in Coronavirus State and Local Fiscal Recovery Funds (Recovery Funding) as part of the federal American Rescue Plan Act (ARPA) of 2021. The Governor's Recovery Plan is focused on transparent investments in key infrastructure needs including housing, broadband, wastewater and sewer systems, climate change prevention and mitigation, and economic development. The explicit objective of this Plan is to provide long term economic recovery opportunities to communities statewide, with a focus on those regions or counties struggling the most with job losses and declines in demographics and income levels. A total of \$1.5 million in ARPA funding is available under this opportunity to provide funding for climate change mitigation efforts in the agricultural sector.

Following the establishment of the Vermont Climate Council in 2020, the [Vermont Climate Action Plan](#) was drafted to identify pathways to reduce greenhouse gas emissions and mitigate climate impacts throughout the state. In part, the plan emphasizes the role agriculture has in capturing and mitigating pollution to our environment and recognizes the co-benefits that improving soil health and water quality have for climate mitigation. Technical and financial assistance for the implementation of soil-based practices that improve soil quality and nutrient retention, reduce erosion and the discharge of waste, and increase crop production are encouraged through the priorities of the Vermont Climate Action Plan.

The following activity areas are eligible for funding under this opportunity - Organizational Capacity Development, Education and Outreach, Technical Assistance, and Other Special Projects. The Agency expects applicants to articulate throughout their proposal the connection to water quality, climate change mitigation, or both. Details and example types of work within each activity area are described below in Section B. Scope of Work.

The Agency is calling for proposals that address the following priority outcomes:

- **Agricultural Non-Point Source Regulatory Compliance and Pollution Reduction:** Increasing education, technical assistance, and agricultural water quality conservation practice implementation are crucial steps for Vermont farmers to achieve compliance with the Required Agricultural Practices (RAPs), Medium and Large Farm Operation Rules and to reduced non-point pollution from agricultural operations.
- **Economic and Environmental Viability on Vermont Farms:** Farm viability and environmental stewardship are not mutually exclusive. Economically viable farms are in a better position to implement conservation practices which improve water quality and mitigate climate change, some of which can provide long-term financial benefits back to the farm. Through farm business planning, and technical and financial assistance farmers can make investments to lessen their impact on the environment.

B. Eligibility

Applicants are highly recommended to submit a single proposal per organization to support the effective and consistent delivery of services to the agricultural community.

Eligible applicants include:

- Farmers,
- Agricultural service providers including Technical Service Providers, agricultural engineering and/or consulting firms, agricultural organizations, and trade associations,
- Local government entities including municipal boards, commissions, or committees,
- Public or private schools or other educational institutions,
- Non-Profit Organizations,

State and Federal government agencies may collaborate with one of the above groups but are not eligible to be the primary applicant under this grant program.

Applicants must be in compliance with all state regulations (i.e. water quality regulations, taxes, child support) and in good standing with the State of Vermont at the time of submitting an application and must remain so during the entire grant period.

While matching funds are highly encouraged, they are not required for program eligibility.

C. Scope of Work

The activity areas eligible for funding under this opportunity are detailed below. The Applicant may propose work in some or all activity areas and is not limited by the examples provided in each activity area.

Activity Area 1: Organizational Capacity Development

Providing education and outreach, technical assistance, and services to the agricultural community requires knowledge, expertise, staff, materials, and organizational structure. This grant opportunity will support the Grantee(s) to enhance organizational capacity resulting in more effective services to the agricultural community related to improving water quality and/or climate change mitigation. Eligible activities may include, but are not limited to:

- Operational expenses (such as staffing costs, mileage, program operational expenses)
- Acquisition of field supplies for conservation planning (such as GPS, soil probes)
- Software for improved systems or financial management (such as GIS, bookkeeping and accounting software)
- Board development and board trainings
- Staff training
- Mentorship for new employees
- Planning, development and implementation of new initiatives, programs, or services

Discrete one-time organizational capacity investments must provide long-term benefit to the applicant's organization and services to Vermont farmers. Please consider how to capture training investments for long term benefit rather than one-time benefits. For proposals including operational expenses and staffing costs, priority will be given to proposals that request funding for the expansion of existing positions that are engaged in work that is closely related to the organization's proposal, or for new positions that are at least 0.5 Full Time Equivalent.

Activity Area 2: Education and Outreach

Projects funded under the Education and Outreach activity area will support grantees to distribute the most current and effective information related to water quality and/or climate change mitigation to Vermont farmers, custom applicators, technical service providers, and the public. Eligible activities may include, but are not limited to:

- Developing and distributing agricultural water quality educational resources, such as websites, mobile apps, video, webinar series, guidebooks, fact sheets, and resource libraries that are readily available to the agricultural community locally or across Vermont.
- Developing and executing outreach initiatives designed to engage farm operations in regulatory compliance and/or in the adoption of agricultural water quality conservation practices
- Developing and executing educational programs for farmer-to-farmer peer network engagement, public engagement, student participation, new/beginning farmers, non-dairy farmers, and historically underserved farms.
- Organizing and/or presenting at Water Quality Trainings pursuant to the Required Agricultural Practices (6 V.S.A. Chapter 215 § 4981), regarding:
 - The prevention of discharges;
 - The mitigation and management of stormwater runoff;
 - Statutory and regulatory requirements of the operation of a large, medium, or small farm and financial resources available to assist in compliance;
 - The mechanical application of manure or nutrient and methods or techniques used to minimize the runoff of applied manure or nutrients to waters of the state;
 - Weather and soil conditions that increase the risk of runoff of manure or nutrients to waters of the State; and
 - Standards for nutrient management including nutrient management planning.
- Consideration, organization, and development of education and technical assistance efforts to support farms in the context of increased waste recycling efforts on farms. As the world of organic recycling expands, farms are increasingly a destination for waste management residuals. AAFM is working to understand the sources, variability in nutrient content, and the risks of potential contamination posed by different waste streams. As part of Act 129 of 2020, AAFM has launched the Non-sewage Waste Transfer Program to regulate the generators or haulers of non-sewage waste who are transporting or arranging for the transport of non-sewage waste to a farm for deposit into a manure pit or for use as an input in a methane digester. AAFM encourages applicants to consider the context of increased waste recycling efforts on farms, and to consider including in their proposal as applicable, educational and technical assistance efforts to help farms to navigate these opportunities in a way to minimize pollution to water resources while maintaining productive agricultural soils.

Please note that event topics can also be focused on agricultural water quality conservation practice potential co-benefits such as farm economics, farm management, soil health, climate change mitigation, and/or environmental stewardship as long as the events supported are providing an opportunity for attendees to obtain Water Quality Training Credits (pursuant to 6 V.S.A. Chapter 215 § 4981). Event target audiences can also include the general public, landowners, other stakeholders, and agricultural services providers.

All events supported through this grant will be required to display the Agency logo and the lead event organizer will be required to request event approval at least 30 days prior to the event and report event information as prescribed by the Agency.

Activity Area 3: Technical Assistance

Technical Assistance is a crucial service to move outreach and education efforts into improved regulatory compliance and conservation practice implementation and adoption that results in improved water quality, soil health, climate change mitigation, and environmental stewardship. Technical assistance can range from email, phone and office consultations to on-farm visits. Eligible technical assistance efforts may include, but are not limited to:

- Agricultural water quality conservation practice planning, design, and implementation
- Technical support for Nutrient Management Plan development and implementation
- Resource assessments
- Conservation practice related grant writing assistance
- Soil and manure sampling
- Precision agriculture consultation
- Conservation equipment assistance
- Livestock grazing and pasture management
- Farm case management and/or business planning related to water quality and conservation efforts
- Coordination that leverages State, Federal, and Private cost-share programs

Technical assistance provided to farmers funded by this program and any resulting conservation practice installation is required to be tracked in the [Multi-Partner Agricultural Conservation Practice Tracking and Planning Geospatial Database](#) (Partner Database). Training and guidance will be provided by the Agency as applicable.

Activity Area 5: Other Special Water Quality/Climate Change Mitigation Projects

The Agency reserves the right to fund other projects that align with the goals of this grant program. Applicants proposing projects that do not fit within the activity areas described above shall articulate clearly and in detail their proposed scope of work, relationship to water quality and/or climate change mitigation, and identify anticipated outputs and outcomes of the proposed project.

In appropriate cases, the Agency may reserve the right to partially fund proposals by funding discrete activities, portions, or phases of a proposal. As described in Section D. Proposal Format, proposals must include a budget plan that estimates costs for each activity area and category of costs (e.g., labor, fringe benefits, travel, equipment, supplies, contractors, and other direct costs or indirect costs).

D. Performance Requirements

If selected for funding, a Grant Agreement will be developed for successful Grantee(s) based on the activity areas submitted in the Grantee’s Proposal. This Agreement will include performance requirements used to measure and ensure progress toward the successful administration and fulfillment of the proposed Scope of Work. Award recipients will be required to submit semi-annual reports and associated invoices as well as a final narrative report outlining accomplishments and outcomes achieved. Award recipients may have additional reporting requirements dependent on the proposed activity areas. For example, award recipients receiving education and outreach funds will be required to submit pre and post event forms, or award recipients receiving technical assistance funds will be required to track all on-farm visits in the Partner Database in a timely manner.

Applicants must include Results Based Accountability (RBA) measurements in their proposals that will be used to track performance. RBA measures proposed should represent the outcomes of the proposed scope of work that demonstrate the impact of the project. Below are example outputs and outcomes associated with the various eligible activities:

Activity Area	Outputs & Outcomes
Overall Project	<ul style="list-style-type: none"> • # FTE supported by Ag-CWIP
Organizational Capacity	<ul style="list-style-type: none"> • # New FTE supported by Ag-CWIP • # Of hours of trainings/workshops attended by staff • # Of conservation equipment repaired and made available to VT farms • % of staff felt equipped to do their jobs • % of farms that would recommend service
Education & Outreach	<ul style="list-style-type: none"> • # Group workshops, trainings, meetings, stakeholder meetings, or events <i>organized by your organization as lead, co-organized</i>

	<p><i>with a partner, and/or your organization presented at (please identify your organization's role)</i></p> <ul style="list-style-type: none"> • # Group workshop, training, meeting, stakeholder meeting, or event attendees including farmers, agribusinesses, and technical service providers • # Materials developed and dispersed (copies available to the Agency upon request) • #/% Surveyed attendees indicating improved understanding of agricultural water quality regulations, conservation practices, or assistance programs available
Technical Assistance	<ul style="list-style-type: none"> • # Of unique farmers directly assisted through one-on-one technical assistance (in person or otherwise) within grant period • # On-farm outreach and technical assistance visits within grant period • # Acres of conservation practices by practice type entered in the Partner Database from Farmer Funded – TA (tracked by the Agency) • #/% Farm participants implement at least one new conservation practice or address a water quality concern or compliance issue

E. Selection Criteria and Schedule

Proposals will be reviewed and evaluated by three or more Agency staff members and/or technical advisors. Selection will be based on the following criteria:

1. **Completeness**
All proposals shall be evaluated for completeness. Incomplete proposals will not be evaluated.
2. **Applicant Status – 5%**
Proposals submitted by non-profit organizations will be prioritized for funding.
3. **Clarity – 10%**
Proposals will be evaluated for clarity of language, articulate and succinct descriptions, and organized and easy to follow workplans and budgets.
4. **Capacity – 10%**
Capacity will be evaluated based on both the capacity or the outlined plan to obtain the necessary capacity and the qualifications or experience of the staff included in the organization's proposal. If an applicant has participated in this program in the past, the applicant's ability to fulfill program requirements will be considered by reviewers within this criterion. This includes whether satisfactory and complete grant reports have been received from the applicant organization in a timely manner and whether there are previous instances of agreement performance issues.
5. **Watershed Planning – 5%**
Watershed Planning will be reviewed based on how the applicant connects their project proposal with Vermont TMDLs and/or with the specific watershed priorities and strategies outlined in [Tactical Basin Planning](#). Strategies to meet the goals of Act 64, the Clean Water Act and TMDL requirements are identified in the Tactical Basin Planning process.
6. **Impact – 50%**
Impact will be evaluated based on an articulate and succinct proposed scope of work and expected outcomes aligned with the Agency priority outcomes described above in Section A. The impact will also be evaluated on the ability of the proposal to build off existing work, catalyze new partnerships and networks, as well as provide specific, realistic, measurable, and achievable goals. Priority will be given to discrete projects that can demonstrate sustainable long-term impact and priority will be given to projects that include strategies to reach new audiences.
7. **Cost – 20%**
Cost evaluation will consider the average annual cost of each activity area in your proposal relative to other proposals, as well as the clarity of your budget and budget justification, and relation to anticipated outcomes. During the review and award process, the State may require additional cost and budget details.

F. Funding Opportunity Timeline

- November 8, 2023 - Request for Proposal Release
- November 15, 2023, at 1:00 p.m. EST – Informational Webinar (Microsoft TEAMS)
Contact Mary Montour at Mary.Montour@Vermont.gov for webinar information or visit agriculture.vermont.gov/agricultural-clean-water-initiative-program
- December 6, 2023 – Questions Due. Questions and answers will be posted on AgCWIP website by December 8.
- December 20, 2023 - Proposals Due
- March 15, 2024 - Notification of grant award
- June 2024 – June 2026 - Expected Grant performance timeframe
- June 30, 2024 - Agreement Execution and Funding Obligation Deadline

Project work cannot begin until a grant agreement period has officially started. The Agency will not pay for expenses incurred prior to the grant start date.

G. Grant Agreement, Payment, and Reporting

Grant Agreement and Payment

Funding for the Ag-CWIP grants is contingent upon available funding. Prior to receiving funding, successful applicants must sign a Grant Agreement with the State indicating their intent to complete the proposed project and authorizing the Agency to fund, monitor, and oversee the project. The grant agreement will include provisions (terms and conditions) set by the State as well as program and project specific requirements based on the proposed workplan. At any time during the grant period, a Grantee may be required (by Grantee or State request) to evaluate workplans and progress and submit a revised workplan if applicable. Please review Attachment C: Standard State Provisions for Contracts and Grants for details about state provisions that all awardees are required to adhere to.

The State intends to execute deliverable-based grant agreements. The maximum dollar amount payable under this grant is not intended as any form of a guaranteed amount. Grantee(s) will be paid semi-annually upon approval of semiannual reports indicating reasonable progress towards achieving performance outcomes associated with the grant award Scope of Work.

Prior to commencement of work and release of any payments, Grantee(s) will be required to submit:

- a) a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance) of the grant agreement; and
- b) a current IRS Form W-9 signed within the last six months.

A final performance report is due no later than 30 days after the grant end date. Final invoices must be submitted to the Agency within 45 days of the grant expiration date. Invoices submitted before the completion of an interim or final report will not be paid until the report has been received, reviewed, and accepted by the grant manager. The Agency cannot reimburse Grantee(s) for work performed before the start date or after the expiration date of the grant.

Reporting Requirements

Grantee(s) may be required to meet with an Agency Grant Manager quarterly to review accomplishments and progress towards meeting project performance measures. Deliverables and associated costs will be documented through semi-annual invoicing. Routine reporting for educational events and on-site farm visits may be required between semiannual report deadlines in order to meet State Fiscal Year reporting requirements. A final narrative report documenting the outcomes and outputs achieved and total project expenditure shall be submitted no later than 30 days after the grant end date. The Agency will work with Grantee(s) to develop reporting requirements, payment provisions, and a schedule that reflects the Grantee's proposed scope of work. Quarterly meetings and semiannual and final reports may include:

- a. Summary status of grant activities
- b. Outputs and outcomes achieved
- c. Updated Partner Database tracking as applicable
- d. Descriptions of success and challenges
- e. Discussion of any modifications deemed necessary and justification for change
- f. Photos/documentation of a project highlight
- g. Detailed expenditures

The State reserves the right to utilize and/or summarize information and photos provided through these reports to use in publications and program highlights.

All materials and information, regardless of physical form, produced as a result of this project, shall be made available to the Agency in a suitable file format. The Agency shall have unrestricted use of any materials, software, maps, studies, reports and other products or data generated using grant funds or specified as deliverables in the grant agreement.

H. Proposal Format

Proposals for this funding opportunity shall include the following components. The applicant must use the application template provided in Attachment A to address the following elements. All applicants must disclose any planned use of Artificial Intelligence within their proposed scope of work.

1. **Experience and Qualifications of the Project Team:** Identify qualifications of the person(s) who will be available for work under this grant (“project team”) and who will be the single point of contact. Include an organizational chart of staff who will be supporting the proposed activities and indicate which activities the individuals will be supporting.
 - Name and Title
 - Project Team Role
 - Identify new or expanded staff Full Time Equivalent (FTE)
 - Rate of Project Involvement: What percentage of one FTE of each team member will be supported by this proposed scope of work and funding? (ie. Ag Resource Specialist 1 – 50% or 0.5 FTE funded by AgCWIP to accomplish proposed outcomes).
 - Experience: Please describe employee experience or include examples of successful similar or related work to that of this request for proposals

If your proposed scope of work includes hiring a consultant or subcontractor, please either identify the subaward recipients in your proposal or describe how you will select your consultant or subcontractor, including what criteria and qualifications you will require and your selection process. Include a description of your approach to contract management.

2. **Watershed Planning:** Please describe the watershed and geographic focus of the proposed activities. Include a description of how your proposed work connects to watershed planning and goals outlined in the Clean Water Act and TMDLs. (i.e., Strategy identified in local [Tactical Basin Plan](#), TMDL, organizational strategic plan).
3. **Scope of Work & Proposed Workplan:** Please provide a detailed workplan describing what tasks your organization will undertake, how you will approach and complete the tasks, timeline, and your proposed outcomes and outputs associated with those tasks. The workplan should describe how your proposed work will meet the program’s priority outcomes, including identifying what components of the proposed scope of work relate to water quality, climate change mitigation, or both.
4. **Project Impact, Project Evaluation, and Tracking:** Please briefly describe how and why you developed your scope of work and the desired impact. This is also known as a “Theory of Change.” Consider what strategies you are proposing, and how those strategies will lead to the priority outcomes of this funding opportunity. Applicants are encouraged, but not required, to use Logic Models or other frameworks to demonstrate the proposed strategies and anticipated outcomes. Please consider how your strategies are founded in effective and researched educational strategies for adults, agricultural businesses, and private lands conservation.

Provide details regarding how your organization will evaluate your activities, including your approach for requesting feedback, and how your organization will ensure tracking and reporting of performance measures, as well as meet reporting and invoicing requirements.

5. **Budget:** All applicants are required to submit a detailed budget workbook in addition to their narrative proposal via a prescribed budget workbook, see Attachment B. Budget Spreadsheet. The budget workbook requires a cost breakdown by budget categories (i.e. personnel, supplies) and requires costs to be split between major proposal activities (i.e. education and outreach, technical assistance). The budget shall include any and all potential costs to be incurred under the project for eligibility review. Please note the following budget requirements:

- Labor Rates – Please provide billing rates for proposed activities and any personnel involved in project implementation.
 - Indirect Rate – Indirect rates may not exceed 20%.
 - Travel – Please include estimated costs for travel and per diem that may be incurred under this grant if they are not already incorporated into hourly service rates.
 - Proposed Match – Match is not a requirement of the application, but the Agency encourages applicants to include planned or anticipated match in proposals.
6. **Budget Narrative:** Applicants must provide a budget narrative in their proposal describing the estimated cost associated with the proposed workplan and detailing the methodology for calculating the budget.

ATTACHMENT A. PROPOSAL TEMPLATE

FY2024 Agricultural Clean Water Initiative Program Grants

(Applicants are requested to use Times New Roman, 11 font)

Applicant Information

Organization Name:
Organization Address:

Point of Contact

Name:
Title:
Phone:
Email:

Application Summary *(Recommend less than 200 words):*

Funding Requested:

Additional Matching Funds Provided *(Optional):*

PROPOSAL

1. Experience and Qualifications of the Project Team

Describe the experience and qualifications of the Project Team, including an organizational chart of staff who will support the activities proposed and what rate of project involvement (FTE - Full Time Equivalent) each team member will have and which activity areas each team member will contribute to. (Recommend less than 500 words, plus infographics or organizational charts).

2. Watershed Planning

Please describe the watershed and geographic focus of the proposed activities. Include a description of how your proposed work connects to watershed planning and goals outlined in the Clean Water Act and TMDLs. (i.e., Strategy identified in local [Tactical Basin Plan](#), TMDL, organizational strategic plan). (Recommend less than 300 words)

3. Scope of Work & Proposed Workplan:

Please provide a detailed workplan describing what tasks your organization will undertake, how you will approach and complete the tasks, timeline, and your proposed outcomes and outputs associated with those tasks. The workplan should describe how your proposed work will meet the program’s priority outcomes, including identifying what components of the proposed scope of work relate to water quality, climate change mitigation, or both. (Recommend less than 2,000 words, plus the table below).

Please include the following table along with your detailed proposed scope of work, summarizing the anticipated measures and outcomes of proposed activities. Please propose measures that represent the outcomes of your proposed scope of work that demonstrate the impact of your project. Consider measures related to How Much? How Well? Is anyone better off?

Activity Area	Task/Project	Anticipated Outputs & Outcomes	Water Quality, Climate Mitigation, Both
<i>EX) Technical Assistance</i>	<i>Provide one-on-one Nutrient Management Planning assistance to farms</i>	<i>30 On-farm outreach and technical assistance visits within grant period</i> <i>15 unique farmers directly assisted through one-on-one technical assistance (in person or otherwise) within grant period</i> <i>10 Farm participants implement at least one new conservation practice or address a water quality concern or compliance issue</i>	<i>Both</i>

4. Project Impact, Project Evaluation, and Tracking: *Please briefly describe how and why you developed your scope of work and the desired impact. This is also known as a “Theory of Change.” Consider what strategies you are proposing, and how those strategies will lead to the priority outcomes of this funding opportunity. Applicants are encouraged, but not required, to use Logic Models or other frameworks to demonstrate the proposed strategies and anticipated outcomes.*

Provide details regarding how your organization will evaluate your activities, including your approach for requesting feedback, and how your organization will ensure tracking and reporting of performance measures, as well as meet reporting and invoicing requirements. (Recommend less than 500 words)

5. Budget & Budget Narrative

Please complete Attachment B. Budget Spreadsheet and provide a budget narrative in this proposal template describing the estimated budget for the proposed scope of work detailed above, including the estimated hours and material costs per activity area and total activity budget by year. Explain in detail the justification for the funds you have requested. The estimated budget must include cost breakdown by major activity area and budget categories (i.e., personnel, supplies) linking costs to specific tasks/deliverables wherever possible. This budget shall include any and all potential costs to be incurred. (Recommend less than 400 words, plus Budget Spreadsheet)

- *If you have an existing Ag-CWIP agreement and would like to apply for additional funding for the remaining time period under that agreement, please complete your budget for only the new proposed work. Please describe in your budget narrative how the new proposed work and new funding request is different or expands on your current agreement.*
- *Please visit <https://agriculture.vermont.gov/agricultural-clean-water-initiative-program> to download an editable version of Attachment B. Please submit Attachment B. Budget Spreadsheet as a separate excel document attachment, in the same email submission as your proposal.*

Please include the following summary table with your Budget Narrative. (This should match your “Summary” Tab in Attachment B. Budget Spreadsheet)

SUMMARY			
Activity Area	Year 1	Year 2	Total
Capacity Building	\$ -	\$ -	\$ -
Education & Outreach	\$ -	\$ -	\$ -
Technical Assistance	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -

All respondents to this RFP should be aware that they will need to agree to Attachment C. Standard State Provisions for Contracts and Grants (including insurance requirements) if selected for funding.

ATTACHMENT B. BUDGET SPREADSHEET

Please visit <https://agriculture.vermont.gov/agricultural-clean-water-initiative-program> to download an editable copy of Attachment B. Budget Spreadsheet.

Multi-year Budget Template for VAAFM Water Quality Grants PLEASE COMPLETE ONE SHEET/BUDGET FOR EACH ACTIVITY AREA							Subtotal lines should be summed for all years in subtotal lines below.	
Instructions: -> For budget line entries: - Expand row height as needed to provide full justification narrative as to the need and use of the item in the project. - Insert rows as needed for additional entries. - Maintain the formula in right hand column to show unit number x amount = request total -> Include this spreadsheet with your application as an attachment in Excel format, not as a pdf file. Save File as "Budget_Organization_Applicant Name"								
Funding Categories/Year of expense/Item description	Applicant's name and organization:	Unit	Quantity	\$ per unit	Year 1	Year 2	Summary	
Personnel								
Only people employed by the recipient organization should be listed in this category. Those employed elsewhere should be listed under "Other direct costs" or, if individuals are to be paid by another institution via a subaward to that institution, they should be included in a separately detailed subcontract budget and the subcontract total should be listed below under "Subcontractors" in "Other Salaries and wages."								
Show full-time equivalency as a percentage and salary for each year, or provide hourly wage times number of hours, to equal total \$. Provide narrative detail of role in project.								
Project leader(s)			Unit name	Quantity	\$ per unit	Year 1	Year 2	Summary
Year 1				1	\$ 1.00	\$ 1.00		
Year 1								
Year 2				1	\$ 2.00	\$ 2.00		
Year 2								
Support staff								
Year 1								
Year 1								
Year 2								
Year 2								
Subtotal: Salaries and wages (rounded to the nearest dollar)						\$ 1	\$ 2	\$ 3
Fringe benefits.								
Year 1				1				
Year 1								
Year 2				1	\$ -	\$ -		
Year 2								
Subtotal: Fringe Benefits (rounded to the nearest dollar)						\$ -	\$ -	\$ -
Personnel total (Salaries, hourly labor, and fringe benefits)						\$ 1	\$ 2	\$ 3
Non-Personnel								
Materials and supplies. Indicate each item with quantity and estimated cost. Include narrative justification on how the item fits the project, its direct need and why not otherwise available through the organization. Items must be project-specific and able to be tracked as being used for the project. General-use items such as office supplies are not allowable unless the items can be tracked and itemized for a project-specific purpose.								
Year 1						\$ -		
Year 1						\$ -		

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)