



Agency of Agriculture, Food & Markets

Water Quality Division

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## **Vermont Agency of Agriculture, Food and Markets FY2020 Agricultural Clean Water Initiative Program Grants**

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Request For Proposals

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### **Contact:**

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Submit Applications to [AGR.WaterQuality@Vermont.gov](mailto:AGR.WaterQuality@Vermont.gov) with the subject title: 'Ag-CWIP Proposal, Organization Name'  
by close-of-business on August 1, 2019.

## Introduction and Purpose

Local and regional partners play a vital role in the education, outreach, implementation and verification of conservation practices that will achieve reductions in nutrient runoff from agricultural operations. 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 local and regional partners for the reduction of agricultural nutrient runoff throughout the State of Vermont. Funding for Ag-CWIP Grants is made possible through the Clean Water Fund, which was developed as part of Act 64, the Clean Water Act.

The Agency is calling for agricultural water quality program proposals that address the following priority outcomes to improve water quality in Vermont:

- **Regulatory Compliance and Agricultural Non-Point Source Pollution Reduction:** Increasing education, technical assistance, and conservation practice implementation are important activities in helping Vermont farmers achieve compliance with the Required Agricultural Practices (RAPs) and Medium and Large Farm Operation Rules. The desired outcome of regulatory compliance is both the reduction of agricultural non-point source pollution and the improvement of soil health. In addition to providing other benefits to farmers and the general public, soil health is directly correlated to the improvement of water quality on farms.
- **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 afford the implementation of conservation practices and make on-farm improvements, some of which can provide long-term financial benefits back to the farm. Through farm business planning, technical and financial assistance as well as research and implementation of opportunities to increase the economic viability of farms in Vermont, farmers can make investments to lessen their impact on the environment. This is increasingly important as farms adapt to the on-farm phosphorus reduction strategies needed to meet nutrient management requirements and overall water quality goals.

In efforts to accomplish the priority outcomes outlined above the Ag-CWIP funds are available for the following activity areas with a priority for phosphorus reductions statewide, and to meet the goals of Act 64, the Clean Water Act:

- ❖ **Organizational Capacity Development:** Activities may include the development of an organization such as the purchase of software for improved database or financial management (such as GIS or bookkeeping and accounting software), operational expenses such as staffing costs or field equipment, strategic planning or other types of board or programmatic development; and training of staff or volunteers for: volunteer recruitment and management; grant writing; membership recruitment and retention; or field techniques/field data collection. Activities may also include support for collaborative projects that catalyze new partnerships and community-supported conservation, stewardship, and outreach initiatives. Activity may also include the administration and management of innovative equipment that results in water quality improvement. For instance, the management of a communal No-Till Grain Drill purchased through the Capital Equipment Assistance Program, or through other means for use by a variety of farmers would qualify for this type of activity engagement.
- ❖ **Conservation Equipment Maintenance:** Activities may include necessary repair and maintenance of conservation equipment that is made available to farmers at a reasonable cost. Funds are not available through this program for purchasing new or used conservation equipment. Please include quotes for requested maintenance if you are applying for this category of funding.
- ❖ **Farm Conservation Practice Survey:** Activities may include the survey of a farm operation's implementation of priority conservation practices including practices funded by a farmer without any state or federal cost share, as well as conservation practice implementation funded through the USDA NRCS. This activity area will require collaboration and coordination with federal partners for accurate reporting with appropriate permissions, and entry

of survey data into the Multi-Partner Agricultural Conservation Practice Tracking and Geospatial Database (Partner Database).

Priority conservation practices include conservation practices which have been assigned phosphorus reduction efficiencies for the Lake Champlain Total Daily Maximum Load BMP Accounting and Tracking Tool. These practices include livestock exclusion, buffer zones, crop rotation, cover crops, reduced tillage and manure injection.

In appropriate cases, the Agency may reserve the right to partially fund proposals by funding discrete activities, portions, or phases of a proposal. The proposals must include a budget plan that estimates costs for each category (e.g., labor, fringe benefits, travel, equipment, supplies, contractors, and other direct costs or indirect costs). Additionally, applications must provide the projected cost allocations for each specific activity area.

Applicants should be aware that there are specific training requirements depending on the specific activity area. For instance, grant work within the area of farm conservation practice surveys will require Partner Database training and use. These trainings will be required as deliverables in the grant agreements and must be fully attended by the staff directly doing the work.

### **Funding Guidelines**

Funding for the Water Quality Partnership Program Grants is contingent upon available funding. Payments will be executed semi-annually throughout the grant agreement upon submission of satisfactory semi-annual reports, appropriate tracking in the Partner Database and detailed invoices.

- Notification of grant award will be on or before October 1, 2019.
- Following initial notification of the award, a workplan must be approved by the Agency of Agriculture before a grant agreement can be executed and the work begun. The workplan will detail the logistical elements of the project, including deliverables and project timeline.
- 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.
- 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 application.
- The Agency requires its grantees to maintain workers' compensation and liability insurance (Appendix B). Please review the links provided in this request for proposals for details about state provisions for grants and contracts (Appendix C).

### **Eligibility**

**Applicants are encouraged to submit a single proposal per organization except in situations where discrete and separate programs exist within one organization.**

Eligible applicants include:

- Farmers, farmers' partners, 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
- Organizations with nonprofit status, or citizen groups such as watershed or lake associations working in coordination with such an organization, that apply on their behalf and will manage the grant funds
- 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
- While matching funds are highly encouraged, they are not required for program eligibility

- Applicants must be in compliance with all state regulations (i.e. water quality, 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

## **Grant Timeline**

**Bid Opening:** The Request for Proposals will be released on June 17, 2019.

**Question and Answer Period:** Questions pertaining to the RFP may be forwarded to [AGR.WaterQuality@Vermont.gov](mailto:AGR.WaterQuality@Vermont.gov) no later than July 15, 2019. Frequently asked questions and responses will be posted on the VAAFAM website at <https://agriculture.vermont.gov/agricultural-clean-water-initiative-program>

**Submittal:** All proposals must be submitted electronically via email to [AGR.WaterQuality@vermont.gov](mailto:AGR.WaterQuality@vermont.gov) by close-of-business on August 1, 2019, using the subject line “*AGCWIP Proposal - 2020 RFP*”

**Notification:** Proposal(s) preliminarily accepted are anticipated to be notified no later than October 1, 2019.

**Reporting:** Reports will be submitted semi-annually and will include completion of the prescribed reporting and tracking by activity type.

## **Selection Criteria**

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. **Geographical Area – 10%**  
Priority will be given to projects focused within priority watersheds (see Figure 1. below). This will be based on overall percentage of your project focused in these areas. General priority areas include the following watersheds: Missisquoi Bay, St. Albans Bay, South Lake A, South Lake B, Barton River, Black River, Headwaters to the Black River, Lake Memphremagog Direct, Lamphean Brook-Black River, and Willoughby-Barton River. Targeted Priority watersheds include: Black Creek, Dead Creek (Addison County), East Creek, Hubbardton River, Hungerford Brook, Jewett Brook, Lower and Upper Lemon Fair Rivers, Mckenzie Brook, Mud Creek, Pike River, Rock River, and various sub-catchments within the Lake Memphremagog watershed (see map). Projects focusing on the priority watersheds will receive the most points, will receive some points if focusing in the general priority watersheds, and will receive no extra points here if not in a priority watershed.
4. **Cost – 35%**  
Cost evaluation will consider the average annual cost of your proposal relative to other proposals, the percentage of matching funds provided, as well as the clarity of your budget and budget justification.
5. **Impact – 35%**  
The impact of the proposed program will be evaluated based on the merit of the proposal to propose program activities that will clearly lead to the Agency's priority outcomes and provide detailed plans for the implementation of proposed activities. Also evaluated will be the relative temporal scale of impact in relation to the proposed activities, the ability of the proposal to build off of existing work, catalyze new partnerships and networks, as well as provide specific, realistic, measurable, and achievable goals, plans, and projects.

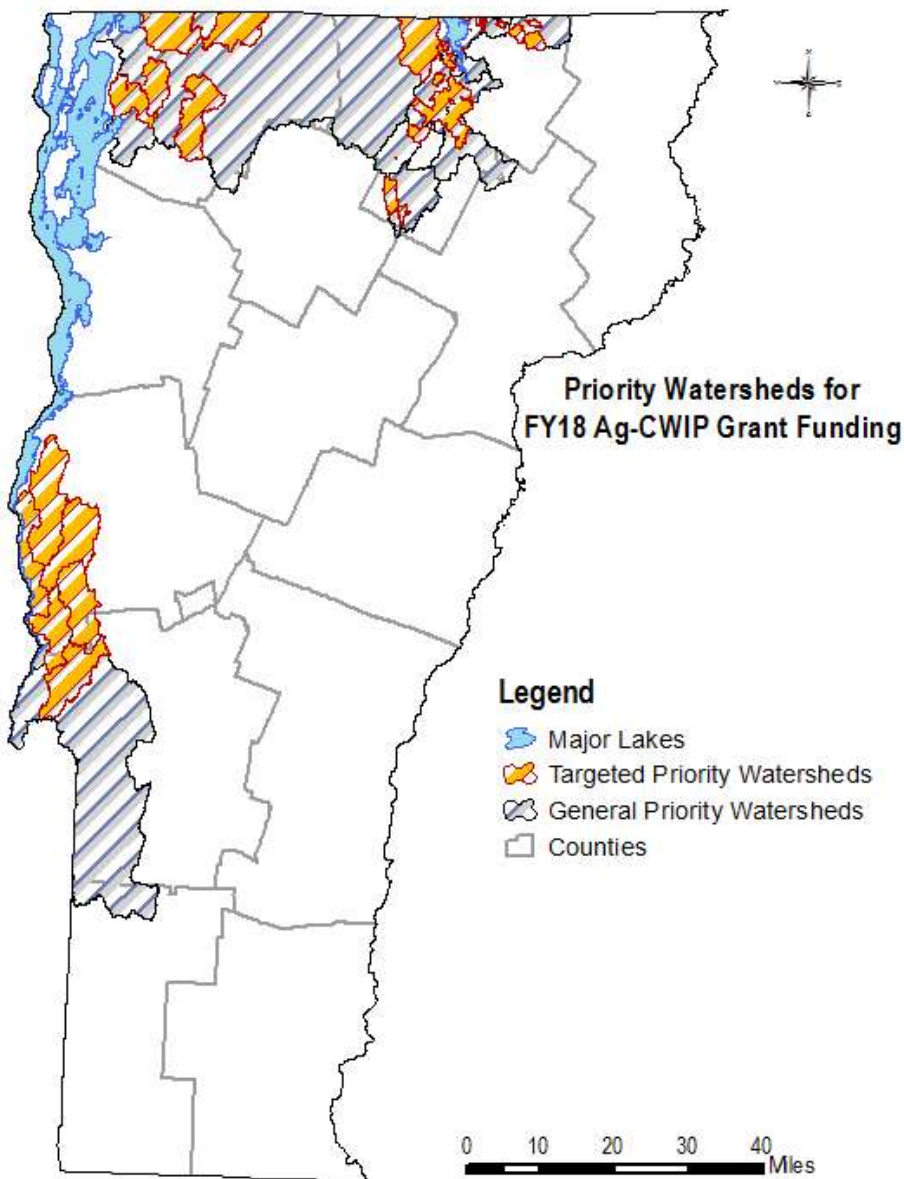
**6. Past Performance and Capacity – 10%**

Past performance and capacity will be based on both the capacity and qualifications of the organization to engage in the proposed activity areas, as well as the past performance of the organization in receiving grants or contracts from the Agency of Agriculture within the past five years. For instance, were their previous grant reports complete, timely, and to our satisfaction?

**7. Program Evaluation Methods – 5%**

Program evaluation methods will be evaluated based on the proposed methodology for demonstrating qualitative change over time, evaluating the success of the program, and revising program plan based on that evaluation.

Figure 1. Priority Watersheds for FY18 Ag-CWIP Grant Funding



**ATTACHMENT A. APPLICATION TEMPLATE**

*(Applicants are requested to use Times New Roman font and font size 11.)*

**2018 Water Quality Partnership Program Grants**

**Program Summary:**

**Program Location:**

**General Priority Area/s:**

**Percentage of proposed activities within general priority area:**

**Targeted Priority Area/s:**

**Percentage of proposed activities within targeted priority area:**

**Applicant Information**

**Organization Name:**

**Organization Address:**

**Point of Contact**

**Name:**

**Title:**

**Phone:**

**Email:**

**Funding Requested:**

**Additional Matching Funds Provided:**

**Average Annual Cost *(not including matching funds)*:**

**Please complete and attach a logic model of your program work, impact, and objectives. (Template available in Attachment B.)**

Please include a logical framework, or logic model plan, that explains how your activity engagement will lead to which priority outcome/s. This entails a 1-page model (horizontally oriented page) showing the relation between each activity area and the short, and medium-term goals that will eventually lead to the Agency's priority outcome. For information on how to write a logic model plan visit <https://www.cals.uidaho.edu/edcomm/pdf/CIS/CIS1097.pdf> . For additional resources and examples of logic models, visit <https://fyi.uwex.edu/programdevelopment/logic-models/>.

**1. What is your program objective(s)?** State your program's objective. What improvement or impact do you foresee as a result of a successful program implementation? How will farmers benefit from this program and how will water quality improve as a result of your proposed program?

**2. How does your program build on what has been done before or existing programs within your organization?**

Explain how this program takes a new or existing approach. Describe previous work related or relevant to your program as well as the partnerships that will be catalyzed through this program. Describe other grants you may have that relate.

**3. Geographic Scope**

Explain where your program will take place, relative to the priority watersheds listed above (figure 1. ). Please tell us (roughly) what percentage of your project will take place in targeted priority watersheds, general priority watersheds, and in nonpriority areas.

**5. Program Activity Workplan**

Describe what you will do and how you will do it. Describe what you will measure through your activity engagement and how you will measure it. While some measurable deliverables are consistent across all grant recipients, others are to be proposed within the application (*italicized deliverables are Agency guidance, while **bold** are concrete deliverables that will be tracked across all grant recipients.*

**Example:**

**Organizational Capacity:** Describe what types of organizational capacity your program will engage in, and how you will achieve implementation. Describe the measurable deliverables that will be used to evaluate success, and target number of new services provided, number of existing services expanded, number of existing staff with increased credentials, new staff FTE, number of additional customers served. Propose and describe methods of how you will gather information to evaluate the qualitative effect of the organizational development, employee effectiveness and improved organizational effectiveness.

	Quantity	Quality
Effort	<b>Propose: # _____ number of new services or expanded services, # New equipment and or software</b>	(Example: % satisfied customers, % staff fully trained )
Effect	<b>Propose: # _____ of additional farmers/clients served/year, Propose: # _____ # of staff with new credentials</b>	(Example: How has the organization improved it's quality of service? (% staff with increased capacity or credentials))

**Conservation Equipment Maintenance:** Please list the type and amount of repair/maintenance you are looking to receive funding for, and please provide relevant details regarding your equipment rental program for farmer such as rates of use per year, etc.

	Quantity	Quality
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Effort	<b>Propose: # _____ number of equipment repaired/maintained</b> <b>Propose: # _____ acres equipment will be used on average each year</b>	(Example: % satisfied customers, % new farmers reached through rental program)
Effect	<b>Propose: # _____ of additional farmers/clients served/year</b> <b>Propose: % _____ increase in acreage of use</b>	(Example: How has the organization improved it's quality of service?)

**Farm Conservation Practice Survey:** Describe the methods of identifying farms for survey, and the estimated number of surveys you anticipate completing. Describe how you will gather information to evaluate the qualitative effect of farm compliance surveys; focus groups, participant surveys, interviews?

	Quantity	Quality
Effort	<b>Propose: # _____ number of farm conservation surveys completed</b>	(Example: % farms within specific area assessed)
Effect	<b>Propose: # _____ of farms requiring technical assistance follow-up</b>	(Example: % farmers with a greater understanding of phosphorus reductions)

**Additional Activities:** Describe any additional activities your program is proposing. If you have an innovative activity that you are proposing this is the place to explain it. What are you planning to do, how is it important and what will be the measurable deliverables (complete table below as necessary and relating to the specifically proposed activity) that will be achieved, and how will you evaluate performance measures in this activity, surveys, focus groups, interviews?

	Quantity	Quality
Effort	____ Number of activities, what did you do?	% How well did you do it?
Effect	# Who was impacted or reached?	% What is the quality of impact?

**Summation of Program Activity Synergy:** Summarize how the activity areas relate to one another, how they relate to existing grant work under the Agricultural Clean Water Initiative Program if applicable, and how they collectively address your objective as well as the Agency's priority outcomes.

## 6. Staff Qualifications

List the qualifications of staff who will work under this grant award. For each person please include name, title and role within the program.

## 7. What is the capacity of the organization or group to implement this program?

Describe your organizations experience with similar projects and specify any organizational contribution, similar projects and how they relate, as well any matching funds available for this program and the amount.

## 8. Which partners and/or key collaborators will be integral to the success of this program?

Describe any consultants, partnerships, cooperating farmers, community groups etc. that will play a major role in the project, give a brief description of their experience and role in the program. If consultants are required for the program explain in detail the cost, reasoning, and role of the consultant in your program.

## 9. What is your budget for this program?



*If selected for funding, you may be asked to submit a Budget Spreadsheet detailing requested funds. For the initial proposal, please include a summary table of the budget here with any matching sources, and then describe in narrative detail the justification and explanation of your budget.*

- *If you are applying for a four-year grant agreement, please complete the budget spreadsheet for all four years, and if you are applying for a two-year grant agreement, please complete only for two years.*
- *If you have an existing AgCWIP agreement and would like to apply for the additional funding for the remaining time period under that agreement, please complete your budget for the time remaining in that agreement.*
- *If you are applying for conservation equipment maintenance, please include quotes for equipment maintenance.*

**Template Summary Budget Table**

<b>Project Sources and Uses</b>	<b>Requested Funds</b>	<b>Match and Source of Commitment</b>	<b>Total Project Budget</b>
Personnel			
Fringe Benefits			
Non-Personnel Supplies			
Travel			
Printing			
Other Direct			
Subcontracts			
Indirect			
<b>TOTAL</b>			

**Budget Narrative:** *Explain in detail the justification for the funds you have requested. Please include how much funding is being requested per activity area!*

**10. For a bid to be considered valid, Attachment D. Certificate of Compliance, must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.**

***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 granting.***

**ATTACHMENT B. LOGIC MODEL**

<b>Program Title:</b> <b>Goal:</b>					
<b>Grantee Inputs</b>	<b>Grantee Activities</b>	<b>Grantee Outputs</b>	<b>Grantee Short-Term Outcomes</b>	<b>Grantee Medium-Term Outcomes</b>	<b>VAAFAM Priority Outcomes</b>
<i>Project investments; staff, funding, materials, strategy, materials</i>	<i>What the organization does; activities undertaken</i>	<i>Tangible accomplishments as a result of the activities; participants reached</i>	<i>Effects on Learning (attitudes, awareness, knowledge, skills)</i>	<i>Effects on actions (behavior, practice, decision-making)</i>	<i>Impacts in conditions; social, economic, environmental, health</i>
<i>This is where you will detail all of the inputs that your organization already has in place, in addition to the funds and/or equipment etc. That you are requesting in your proposal.</i>	<i>Example: You will need to identify the proposed number and type of activities that your grant work will produce:  e.g. # of staff hired</i>	<i>Example: Please do not assume successes but rather detail the performance measures that will be used to evaluate your activities.  Quantity: % of target population trained; # of target population receiving technical assistance  Quality: % of customers satisfied with training; % of customers "very satisfied" with assistance received</i>	<i>Example: Please do not assume successes but rather detail the performance measures that will be used to evaluate your activities.  % change in knowledge</i>	<i>Example: Please do not assume successes but rather detail the performance measures that will be used to evaluate your activities.  % change in behavior</i>	<i>Example: Define which one or both of VAAFAM's priority outcomes your program addresses.  Economic and Environmental Viability on Farms</i>
<b>External Factors:</b> <i>Factors outside of your control (positive or negative) that may influence the outcome and impact of your program/project.</i>					

**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)

**Attachment D: CERTIFICATE OF COMPLIANCE**

**RFP/PROJECT:**

**DATE:**

*For a bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.*

- A. **NON COLLUSION:** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.
  
- B. **CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.
  
- C. **FORM OF PAYMENT:** Does Bidder accept the Visa Purchasing Card as a form of payment?  
  
\_\_\_ Yes \_\_\_ No
  
- D. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

Self-Reporting. Bidder hereby self-reports the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers, that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

**Subcontractor Reporting.** Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will 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), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.



**E. Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification**

**Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):**

1. Bidder owns, leases or utilizes, for business purposes, space that has received:
  - Energy Star® Certification
  - LEED®, Green Globes®, or Living Buildings Challenge<sup>SM</sup> Certification
  - Other internationally recognized building certification:

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2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder’s place of business. Please explain:

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3. Please Check all that apply:

- Bidder can claim on-site renewable power or anaerobic-digester power (“cow-power”). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
- Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
- Bidder’s heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
- Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this?
  
- Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..
- Bidder offers employees an option for a fossil fuel divestment retirement account.
- Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:

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4. Please list any additional practices that promote clean energy and take action to address climate change:

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**F. Acknowledge receipt of the following Addenda:**

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Bidder Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_ E-Mail: \_\_\_\_\_

By: \_\_\_\_\_ Name: \_\_\_\_\_

Signature of Bidder (or Representative)

(Type or Print)

**END OF CERTIFICATE OF COMPLIANCE**