

Agency of Agriculture, Food & Markets
Water Quality Division
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REQUEST FOR PROPOSALS Precision Agricultural Management Technical Assistance Grants

The Vermont Agency of Agriculture, Food and Markets Water Quality Division is requesting proposals from businesses, organizations, or individuals including farmers to enhance and provide education and technical assistance to farmers and custom manure applicators regarding the use of precision agriculture technology that improves and protects water quality and soil health.

KEY DATES

Applications Open Date: May 4th, 2021

Informational Webinar: May 18th, 2021

Contact Kathleen Lewis at Kathleen.M.Lewis@Vermont.gov for webinar information

Application Deadline: Due by 4:30pm on June 1st, 2021

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CONTACT

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

Submit applications to AGR.WaterQuality@Vermont.gov with the subject title: 'Precision Agricultural Management Proposal – RFP 2021'.

All applicants are hereby notified that proposals must be submitted electronically to the email address above by the close of business (**4:30 pm**) **on the proposal due date June 1, 2021**. 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.

The maximum total State funding available for the requested activities is \$25,000. The State intends to sign grant awards from date of acceptance until June 30, 2023.

STATE OF VERMONT
AGENCY OF AGRICULTURE, FOOD & MARKETS

A. INTRODUCTION:

The Vermont Agency of Agriculture, Food & Markets (collectively hereinafter “State”) requests formal written proposals and qualifications from businesses, organizations, or individuals including farmers to enhance and provide Precision Agricultural Management Technical Assistance.

The State is requesting proposals from businesses, organizations, or individuals including farmers to enhance and provide education and technical assistance to farmers and custom manure applicators regarding the use of precision agriculture technology that improves and protects water quality and soil health. This project should enhance technical assistance capacity, broaden the use and productivity of precision agricultural equipment, and further educate and support those who use them. Precision agriculture is a farming management concept based on accurately and digitally observing, monitoring, and responding to field variability. Precision technology enables accurate and precise nutrient application, reduces overlap, as well as maintains accurate and precise records. Precise application of inputs such as water, manure, fertilizer, pesticides, and herbicides at the correct time, amount, and place will benefit crops, soils, and water quality.

The State expects the recipient to drive their own work, initiating work within the following categories related to precision agriculture technology; Technical Assistance Capacity, Education and Outreach, Technical Assistance, and Software and Record Keeping Support. Details and example types of work within each category are described below in Section B. Scope of Work.

The trainings and technical assistance provided by the recipient should address regulations in the Required Agricultural Practices (RAPs) and assist in the implementation of Nutrient Management Plans (NMPs). Expected outcomes of this project include increased knowledge of precision agricultural technologies and available resources, technical assistance to the farming community, enhanced record keeping and reporting, and improved planting, fertilizer, and nutrient efficiency providing an economic and environmental benefit for the farm.

B. SCOPE OF WORK:

The State expects the Grantee to drive their own work, initiating education, training, and technical assistance to the agricultural community. The work to be performed with this grant funding is divided into Task Categories. The Grantee may perform work in some or all Task Categories.

Task 1: Technical Assistance Capacity

Providing technical assistance to the agricultural community regarding precision agriculture requires knowledge and expertise of various technologies and software available and how it relates to Vermont farm management. This task category will support the Grantee to increase and enhance precision agriculture expertise and technical assistance capacity. Activities related to this task may include training events, certification courses, or workshops attended by the Grantee that build knowledge and equips the Grantee with resources and tools necessary to provide quality technical assistance to the agricultural community.

Outputs and outcomes of activities conducted may include:

Educational events including workshops and trainings attended by Grantee

new services provided to the agricultural community as a result of workshops and trainings

Task 2: Education and Outreach

The Grantee will provide Vermont farmers and custom applicators with education and training regarding the use of precision agricultural equipment. Farmers and applicators will gain knowledge using management tools that can lead to better decision making in the field and office for the farm and the environment. Education and outreach activities may occur in various formats, from hosting or presenting at educational events to email and phone consultation. Activities may also include developing precision agriculture resources for agricultural service providers, custom manure applicators, and farmers that can be readily accessed and referenced. For example, recorded webinars, tutorial videos, a precision agricultural resource library, or online precision agricultural Q&A style forums.

Outputs and outcomes of activities conducted may include:

- # Educational events including workshops and trainings
- # Precision agricultural educational resources developed
- #/% of participants reporting increased knowledge of using precision agriculture technology or management tools

Task 3: Technical Assistance

The Grantee will provide technical assistance, including remote and on-site troubleshooting regarding the use of Precision equipment and associated software to maximize functionality of precision equipment at no cost to Vermont farms. Technical assistance may include, but is not limited to, the setup, installation and use of flow meters, GPS, display systems, yield monitors, software programs, remote technologies, iPhone and Android applications, data collection methods, and mapping. Technical assistance may include training the operator how to use the precision ag equipment correctly, such as a flow meter and field computer, to avoid potential errors in data outputs or user frustration. Technical assistance may also include working with the operator to incorporate the precision agricultural technology into the operator's existing cropping system, or training on the development of variable rate prescriptions for their fields. Farmers and custom applicators will gain confidence in utilizing and incorporating precision agriculture into their cropping system as a result of technical assistance through this grant award. Please note that the State is open to supporting experienced farmers in providing technical assistance to other farmers via a mentorship approach.

Outputs and outcomes of activities conducted may include:

- # Technical Assistance visits or one on one consultations with farmers/custom applicators
- # of farm participants which address a water quality resource concern or compliance issue
- # of farm participants have improved understanding of a precision agriculture technology, use of technology, or options for funding technology
- #/% of farmers satisfied with service

Task 4: Software Support and Record Keeping

The Grantee will provide mapping and data collection support to enhance record keeping, including exporting data for applicable grant reporting requirements, regulatory record keeping requirements and nutrient management planning. Coordination with a farm's Technical Service Provider is encouraged to ensure farms can meet their needs for NMP development and maintenance. Software and record keeping support related to precision agriculture will result in measurable data and enhanced documentation that further allow utilization of a farm's NMP to improve soil health and water quality.

Outputs and outcomes of activities conducted may include:

- # of farms assisted with software and record keeping support
- #/% of farmers agree Grantee helped them with their reporting or record keeping needs
- #/% of farmers satisfied with service

C. PERFORMANCE REQUIREMENTS:

The performance requirements for this agreement will be the successful administration of technical assistance capacity, education and outreach, technical assistance, or software and record keeping support to the agricultural community as prescribed in Section B. Scope of Work. The Grant period is two years, anticipated beginning July 2021 and concluding in June 2023. The recipient(s) will submit to the State quarterly reports and invoices detailing activities conducted and expenses incurred, and a final report outlining accomplishments and outcomes achieved with this grant. All reporting must include Results Based Accountability (RBA) measurements. Example RBA measurements associated with this grant include the following:

Task	Outputs & Outcomes
Technical Assistance Capacity	# Educational events including workshops and trainings attended by Grantee # new services provided to the agricultural community as a result of trainings
Education and Outreach	# Educational events including workshops and trainings # Precision agricultural educational resources developed #/% of participants reporting increased knowledge of using precision agriculture technology or management tools
Technical Assistance	# Technical Assistance visits or one on one consultations with farmers/custom applicators # of farm participants address a water quality resource concern or compliance issue #/% farm participants have improved understanding of a precision agriculture technology, use of technology, or options for funding technology #/% of farmers satisfied with service
Software Support and Record Keeping	# of farms assisted with software and record keeping support #/% of farmers agree Grantee helped them with their reporting or record keeping needs #/% of farmers satisfied with service

D. PROPOSAL FORMAT:

This proposal shall include the following elements. The applicant may choose to use the Application Template provided in Attachment A to address the following elements.

1. Experience and Qualifications of the Project Team: Identify qualifications of the persons who will be available for work under this grant (“project team”) and who will be the single point of contact.

- Name and Title
- Project Team Role
- Experience: Please describe your experience or include examples of successful work similar or related to that of this request for proposals.

2. Scope of Work: Please provide a detailed workplan describing what tasks your organization is able to and interested in providing, how you will complete the tasks, and your proposed outcomes and outputs associated with those tasks. The workplan should include how your proposed work will benefit water quality and soil

health. The workplan should also include how your organization will evaluate your activities and technical assistance, including your approach for requesting feedback, tracking, and reporting outputs and outcome measurements described above as part of quarterly reporting and invoicing.

3. Budget: Please provide an estimated budget for the workplan detailed above, including the estimated hours per activity area and detail the methodology for calculating your budget. The estimated budget must include cost breakdown by major task and budget categories (i.e. personnel, supplies) linking costs to specific tasks/deliverables wherever possible. Please refer to the example budget worksheet below. This budget shall include any and all potential costs to be incurred.

Labor Rates – Please provide billing rates for activities provided

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.*

EXAMPLE: Budget Worksheet (*Budget numbers in this table are used only for the purpose of the sample.*)

	Task 1	Task 2	Task 3	Grant Request	Proposed Match (if any)	Project Total (Grant Request + Proposed Match)
Personnel	\$1,000	\$0	\$1,000	\$1,000	\$1,000	\$2,000
Fringe (% of Personnel)	\$300	\$0	\$600	\$900	\$0	\$900
Travel	\$300	\$0	\$250	\$300	\$250	\$550
Supplies	\$0	\$1,250	\$0	\$1,000	\$250	\$1,250
Professional Services	\$0	\$10,000	\$0	\$10,000	\$0	\$10,000
Total Direct	\$1,600	\$11,250	\$1,850	\$13,200	\$1,500	\$14,700
Indirect (y% of direct)	\$240	\$1,688	\$277	\$2,205	\$0	\$2,205
TOTAL BUDGET	\$1,840	\$12,938	\$2,127	\$15,405	\$1,500	\$16,905

Please note that once awarded, the State will develop payment provisions to include reimbursable travel expenses (mileage, airfare, lodging, meals, etc.) as an allowance, not on a per mile basis. The amount the Applicant includes in the allowance must be determined to be reasonable. Reasonableness should be based on 1) the agreed Scope of Work specifications for number of on-site days, weekly/monthly trips, over-night stays, mileage, etc.; and 2) standard travel costs, with consideration for Federal funding requirements.

4. Geographic Availability: Indicate any geographic limitations on availability, i.e. will availability to provide the described scope of activities be limited by distance from home, office, or base of operations?

5. Certificate of Compliance (APPENDIX B.) A complete proposal shall include a signed Certificate of Compliance. This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid, and indicates the applicant agrees to required grant terms for the State including tax, insurance, and all other applicable grant terms.

E. SELECTION CRITERIA AND SCHEDULE:

All proposals will be judged by the following weighted criteria:

- Completeness – All proposals shall be evaluated for completeness. All proposal elements identified in Section F above must be included. Incomplete proposals will not be evaluated. In the event an insufficient number of proposals are considered complete, bidders may be given extra time to submit addendums.
- Experience and Qualifications of the Project Team – 30%.
- Proposed Work Plan – 30%
- Geographic Availability – 10%
- Cost – 30%

The State may conduct interviews with the finalists at its discretion.

Proposals are due in the office of the Vermont Agency of Agriculture, Food & Markets via email by 4:30 p.m. on **June 1, 2021**. The State anticipates notification of grant award will be issued by **July 1, 2021**, and proposals no longer being considered will be notified by mail or email.

F. GRANT AGREEMENT, PAYMENT, AND REPORTING

Grant Agreement and Payment

Prior to receiving funding, successful applicant must sign a grant agreement with the State indicating their intent to complete the proposed project and authorizing VAAFM to monitor the project's progress. The grant agreement will include provisions (terms and conditions) set by the State as well as any program-specific requirements. Review Attachment C – Standard State Provisions for Grants and Contracts (12/15/2017 Revised).

The maximum dollar amount payable under this grant is not intended as any form of a guaranteed amount. The Grantee will be paid for products or services delivered or performed, as specified in the Scope of Work.

Prior to commencement of work and release of any payments, Grantee 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 (only if not active in the State VISION system).

A final performance report is due no later than 30 days after the grant end date. Final invoices must be submitted to the State 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 State cannot reimburse the Grantee for work performed before the start date or after the expiration date of the grant.

Reporting Requirements

The Grantee will submit quarterly reports through the duration of the grant agreement and submit a final performance report. The State will work with the Grantee to develop reporting requirements, payment provisions, and a schedule that reflects the applicant's proposed scope of work. Reports may include:

- a. Summary status of grant activities

- b. Outputs and outcomes achieved
- c. Descriptions of success and challenges
- d. Discussion of any modifications deemed necessary and justification for change
- e. Opportunities that arose as a result of the project
- f. Photos/documentation of a project highlight
- g. Expenditures

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

ATTACHMENT A. APPLICATION TEMPLATE
2021 Precision Agricultural Management
Technical Assistance Grants

Applicant Information

Organization Name:
Organization Address:

Point of Contact

Name:
Title:
Phone:
Email:

Application Summary:

Funding Requested:

Additional Matching Funds Provided:

PROPOSAL

1. Describe the experience and qualifications of the Project Team: *List the qualifications of people who will work under this grant award. For each person, please include name, title and role within the program. Please describe your team's experience or include examples of successful work similar or related to that of this request for proposals.*

2. Scope of Work/Proposed Workplan: *Check all proposed task categories included in this application*

Task 1 - Technical Assistance Capacity

Task 3 – Technical Assistance

Task 2 – Education and Outreach

Task 4 – Software Support and Record Keeping

In addition, please provide a detailed workplan describing what tasks your organization has selected above, how you will complete the tasks, and your proposed outcomes and outputs associated with those tasks. The workplan should include how your proposed work will benefit water quality and soil health. The workplan should also include how your organization will evaluate your activities and technical assistance, including your approach for requesting feedback, tracking, and reporting outputs and outcome measurements described in the Request For Proposals as part of quarterly reporting and invoicing.



Example Workplan:

Task 1 - Technical Assistance Capacity: Describe how you plan to increase and enhance your precision agriculture expertise and technical assistance capacity, including number and hours of training events, certification courses, or workshops. If available, include details of the events you plan to attend. Describe how you will use what you have learned to provide quality technical assistance to the agricultural community.

Output and Outcome Measurements

Task	Outputs & Outcomes
Technical Assistance Capacity	# Educational events including workshops and trainings attended by Grantee # new services provided to the agricultural community as a result of trainings

Task 2 – Education and Outreach: Describe education and outreach activities you or your organization will provide. Include details such as the development and distribution strategy of materials, presentations, communications, and resources. Include details on how you will evaluate your education and outreach activities, including your approach for requesting feedback and measuring impact.

Outputs & Outcome Measurements

Task	Outputs & Outcomes
Education and Outreach	# Educational events including workshops and trainings # Precision agricultural educational resources developed #/% of participants reporting increased knowledge of using precision agriculture technology or management tools

Task 3 – Technical Assistance: Describe what types of technical assistance you will provide and how you will provide it, including how you will inform farms that technical assistance is available. Include a description of what types of precision agriculture technologies you will provide support for and how you plan to equip farms with the skills necessary to maintain the technology. Include details on how you will evaluate your technical assistance activities, including your approach for requesting feedback and measuring impact.

Outputs and Outcomes Measurements

Task	Outputs & Outcomes
Technical Assistance	# Technical Assistance visits or one on one consultations with farmers/custom applicators # of farm participants address a water quality resource concern or compliance issue #/% farm participants have improved understanding of a precision agriculture technology, use of technology, or options for funding technology #/% of farmers satisfied with service

Task 4 – Software Support and Record Keeping: Describe how you will provide mapping and data collection support to farmers and custom applicators and your approach to enhance utilization of a farm’s NMPs to improve soil health and water quality. Include details on how you will evaluate your Software and Record Keeping activities, including your approach for requesting feedback and measuring impact.

Outputs and Outcomes Measurements

Task	Outputs & Outcomes
Software Support and Record Keeping	# of farms assisted with software and record keeping support #/% of farmers agree Grantee helped them with their reporting or record keeping needs #/% of farmers satisfied with service

3. What is your budget for this program? *Include a table of the budget with any matching sources, and then describe in narrative detail the justification and explanation of your budget. Include the estimated hours per task category and detail the methodology for calculating your budget. The estimated budget must include cost breakdown by major task and budget categories (i.e. personnel, supplies) linking costs to specific tasks/deliverables wherever possible. Please refer to the budget worksheet below. This budget shall include any and all potential costs to be incurred. Please include billing rates and anticipated travel expenses.*

Example Worksheet

	Task 1	Task 2	Task 3	Task 4	Grant Request	Proposed Match (if any)	Project Total (Grant Request + Proposed Match)
Personnel							
Fringe (% of Personnel)							
Travel							
Supplies							
Professional Services							
Total Direct							
Indirect (y% of direct)							
TOTAL BUDGET							

Budget Narrative:

4. Geographic Scope

Explain where your program will take place. Indicate any geographic limitations on availability.

5. For an application to be considered valid, Attachment D. Certificate of Compliance, must be completed in its entirety, executed by a duly authorized representative of the applicant, 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 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)

APPENDIX D: CERTIFICATE OF COMPLIANCE

RFP/PROJECT:

DATE:

CERTIFICATE OF COMPLIANCE

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 ChallengeSM Certification
 - Other internationally recognized building certification:

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:

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:

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

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