



Request for Proposals

LaRosa Partnership Program
Volunteer Water Quality Monitoring
Organizational Support Grant

Release Date: April 18, 2019

Proposals Due: May 13, 2019 (by 4:00 pm)

Contact for Proposals: Shalini Suryanarayana, VT Department of Environmental Conservation (VTDEC), Financial Operations, Grants Management Specialist (802) 461 - 6175 [shalini.suryanarayana@vermont.gov] - contact: grant administration and invoice payment

Ben Copans, (VTDEC), Monitoring, Assessment and Planning Program (MAPP), Watershed Coordinator - Supervisor (802) 751 - 2610 [ben.copans@vermont.gov] - contact LaRosa Organizational Support Grant (LOSG) - technical assistance and inquiries

Jim Kellogg, (VTDEC), MAPP, Environmental Scientist - LaRosa Partnership Program (LPP) Coordinator (802) 490 - 6146 [jim.kellogg@vermont.gov] – contact: invoice review for LOSG, all other LPP activities, no direct involvement with the LOSG until May 19, 2019

Introduction and Purpose

The LaRosa Partnership Program (LPP) was developed in 2003 with the purpose of helping lake and watershed associations and other monitoring groups across the State of Vermont implement new and/or ongoing surface water monitoring projects. Waters chosen are those where citizen and state water quality assessment needs agree. The LPP is a collaboration of interests by having watershed groups conduct the sampling without the financial burden of laboratory analysis costs. The state benefits from obtaining multiple “water quality-assured samples” from waters statewide without the financial burden such visits require.

Watershed associations submit yearly proposals to the VTDEC’s Monitoring, Assessment, and Planning Program (MAPP), to request capacity in the Vermont Agricultural and Environmental Laboratory (VAEL), to analyze routine water quality monitoring tests “free of charge” to the applicants. Awards of laboratory analytical services/capacity considers the priority for acquisition of new data in the areas proposed, the intended usage of the data, and likelihood of follow-up action. Over the years, sampling has included phosphorus, nitrogen, total suspended

solids, *E. coli* bacteria, turbidity, alkalinity, chloride, conductivity, and occasionally priority pollutants metals, or other compounds.

The LPP encourage citizens to get out and observe, walk and watch for see any changes to their lakes, streams, rivers and tributaries. Stay informed and learn about local water quality issues, and use water testing to determine the current condition or identify where impacts are occurring. Additionally, supported groups provide data and summary reports to the VTDEC which are incorporated into the Vermont Integrated Watershed Information System (V-IWIS). These groups then work with the Watershed Management Division's (WMD) watershed coordinators and other staff to seek grant funding to fix identified problems, effectively furthering the WMD's primary mission to protect, maintain, enhance and restore the quality of Vermont's surface water resources. In this manner, the LPP builds new watershed constituencies.

In many cases, the LPP participants has been responsible for translating water testing results into direct, on-the-ground actions. Their results have been used in the development of Total Maximum Daily Load (TMDL) pollution control plans, the identification and remediation of phosphorus pollution hotspots, and the documentation of priority subwatersheds for pollution control actions within VTDEC's Tactical Basin Plans (TBP). The WMD recognizes the challenges the Partners face in securing funding to support the logistical aspects of water quality monitoring. The LOSG awards help fill this gap for those organizations working with the WMD and others in the implementation of "on-the-ground" water quality improvement projects. In 2016, VTDEC released its first LOSG authorizing eligible LPP Partners funding to support monitoring the effectiveness of water quality improvement practices.

Scope of Work

The VTDEC's Clean Water Initiative Program (CWIP) and MAPP seek LaRosa Organizational Support Grant (LOSG) proposals for organizational/logistical support of LPP enrolled watershed groups engaged in the planning and execution of water quality improvement projects to be supported by CWIP or other funding sources. Specifically, CWIP and MAPP seek to support LPP organizations monitor the effectiveness of practices at reducing nutrients, sediments, turbidity and/or *E. coli* pollutants in watersheds in their jurisdictions. These projects can be funded by CWIP, Watershed Grants, other State of Vermont agencies, the Natural Resources Conservation Service (NRCS), conservation districts, municipalities, regional or town planning commissions and/or conservation or other partners. Awards are intended to be used to assist these operations and support staffing of the targeted monitoring. The intent is to demonstrate that the LPP water quality remediation projects make surface water improvements. VTDEC has found the LPP to be widely successful in detecting and documenting local sources of pollution through the LaRosa Analytical Support Grant (LASG) that had yet come to VTDEC's attention. LOSG's are used to support the logistical coordination of sampling, supplies, data analysis activities, outreach and reporting.

Monitoring load reduction effectiveness of water quality practices at the watershed scale is a technically rigorous prospect, often necessitating the use of automated instrumentation and long-term monitoring records to compute pollutant load reductions. This type of work is being undertaken in conjunction with the NRCS's "Edge of Field" monitoring initiative in several

locations in Vermont and is being envisioned for larger watersheds as well. Replicating this work is not the intent of this RFP. Rather, this RFP envisions experienced LPP organizations will design, with technical assistance from VTDEC, targeted monitoring efforts aimed at evaluating the reduction of phosphorus, nitrogen, turbidity and/or *E. coli* from pollutant runoff concentrations that can be attributed to a specific practice or suite of practices installed in precise locations. These monitoring results will show the effectiveness of efforts at the smallest scale, allowing the VTDEC to document success in conducting similar nutrient and sediment improvement efforts.

All LPP organizations securing funding under this RFP will work with the VTDEC to ensure that the water quality monitoring practices chosen are conducted in suitable locations, and for a suitable length of time pre-post installation to document implementation success. The monitoring project will be conducted in accordance with an LPP approved Quality Assurance Project Plan (QAPP). The selected partners will work with CWIP and WMD in conducting scientifically-rigorous, yet accessible analyses that clearly documents the results of the practice installation.

Eligibility Requirements

The following base, technical, and performance eligibility guidelines must be met for groups to receive funding support under this offering:

- Organization or the Project Coordinator has participated in the LPP for three or more years
- Organization or the Project Coordinator has attended the 2019 LPP's Organizational and Training Workshop held at the VAEL's new laboratory at the Vermont Technical College campus in Randolph, VT unless specifically excused by the LPP Coordinator. MAPP encourages attendance each year.
- Organization has fulfilled all quality assurance requirements established by the LPP in a timely manner including all data collected through the LPP during the 2018 calendar year.
- Organization has prepared annual reports of such technical quality to communicate the validity and value of the accomplished work.
- Organization has a proven track record of providing effective outreach and successful communication of LPP results to the public.
- Organization has used LPP produced data to support, directly or indirectly, the develop of geographically explicit water quality improvement projects targeting the LASG monitoring categories (see criteria table that accompanies the LASG). In 2019, this RFP is specifically targeting landscape practices that will reduce sediment, nutrients and/or *E. coli*.

Funding and Method of Payment

Funding for this RFP is contingent upon availability. All payments shall be made after satisfactory completion of each deliverable as outlined in any agreement between the State and the selected entities.

The State anticipates up to \$50,000 will be available for this project. Multiple awards are expected, and no single proposal or entity will be eligible for more than \$12,000 in funding. Final funding level or amount will be a function of the nature, quality and quantity of the eligible submissions.

Project Timeline

The contract period is 24 months starting from the date of contract authorization, with an anticipated project completion date of June 15, 2021.

Proposal Deadlines

- Submittal: All proposals must be submitted electronically via email to **ANR.WSMDERP@vermont.gov** by **May 13, 2019, 4:00 pm EST** using the subject line “2019 LaRosa Partnership Program Organizational Support Proposal – *insert short org name*”
- Bid opening: Proposals will be opened May 17, 2019
- Notification: Proposal(s) preliminarily accepted by VTDEC will be notified no later than May 29, 2019.

Proposal Content

All proposals must include the following content:

- **Required Administrative Content**
 - Title of the Project and the name and type of organization (Institution, Association, Non-profit, Municipality, etc.);
 - Single point of contact for the proposal with full contact information (i.e the proposal’s Project Coordinator);
 - Statement identifying the individuals who were involved in the preparation of the proposal; and
 - A Certificate of Good Standing (see attached) that is up-to-date and is considered as such if it has been signed within one year of the proposal submission; this documentation must be provided as an attachment to the proposal.

- *Note that a Certificate of Insurance will be required once funds are awarded.*

- **LaRosa Partnership Program Applicant**

Introduction to the organization applying for funding. This paragraph should specify the tenure of the organization within the LPP, the numbers of volunteers, the scope and magnitude of current and prior years sampling efforts, and the systems employed to ensure quality assurance in the collection, logistical transport including the delivery of samples to VAEL. If this has occurred previously, please describe how this work has been used at the local scale to promote the implementation of specific water quality restoration projects.

- **Project Remediation to be Evaluated**

Provide specific information about the practices to be evaluated or installed, with reference to several attributes:

- Design of project and certainty that project(s)/practice(s) will be implemented
- Pollutant(s) addressed
- Land use being addressed
- Projected efficiency of proposed project (if known), volume of water treated, and annual pollutant load reduction if available.
- Other on-site characteristics relevant to understanding the project.
- If this project is supported by CWIP-Ecosystem Restoration Funds, cite the agreement number.

- **Location/Size**

Location and size of receiving water as well as current level of loading (if known). Contact Ben Copans for help as this may be estimated through available modeling tools. Include the expected percent load reduction at the site location if available. If not, what is the magnitude of potential improvements in comparison to the receiving water size such as: the percent of land use expected to be treated in the watershed, the size of area treated by the project relative to watershed, or information that identifies elevated nutrient or sediment concentrations related to source area being treated.

- **Monitoring Design**

Provide a description of the sampling strategy, timing, flow, and other considerations that will allow reviewers to assess the likelihood of this remediation's success. Applicants must provide a table of sites (lat/long), site descriptions, total numbers of samples, parameters, and whether these are already accounted for in your current year's LaRosa Analytical Services Grant (LASG) or will be beyond your customary laboratory usage levels. Explain how the planned monitoring design will detect expected load reductions if this information is available.

- **Reporting Requirements**

Describe plans for reporting on the project during the deliverable stages. These may accompany the invoices when milestones are reached or on your own schedule. An annual and final report are required. For studies during the data acquisition phase, reporting may be as simple as presenting the volunteer training activities, sampling, and any unexpected challenges. One might include plans for future sampling, or any adjustments made necessary to event monitoring based on flow. Lastly, briefly describe the plans for the project's final report prior to the conclusion so that VTDEC may acknowledge these expectations.

VTDEC requests the funded remediation projects showcase their water quality successes in short vignettes to be highlighted in their final reports.

- **Technical Support Expectations**

The monitoring and reporting efforts envisioned here may necessitate additional technical support from the WMD's MAPP, and LPP staff and CWIP programs. Capacity for WMD support may be limited, thus Partners may need to consider including contractual funding

through this RFP to provide additional support. Please indicate the areas in which outside technical support will be needed. These may include sampling design, data quality analysis, statistical analysis, and/or reporting.

- **Budget**

A complete budget is required. The budget should provide hourly salary rate information. The effort will be reimbursed based on completion of performance measures. Provide a breakdown of time and materials costs for the technical assistance effort indicating the estimated total cost with a breakout of:

- Fees for staff time, showing the level of staff to be assigned, titles, hourly rates and estimated number of hours.
- Travel expenses including transportation costs, lodging, and subsistence.
- Detailed analyses for all overhead (indirect) and other costs.
- Any subcontracted portion of the project costs.

Present the budget in the form of a deliverables table. Below is an example of such a table showing the milestones and deliverables. This should be expanded or adjusted to meet individual projects own requirements. Partners should fill in dates and payments as they apply.

Sample Milestones/Deliverables/Payment Schedule Table

	Milestones	Deliverables	Due Date	Payment
1	Attend annual orientation and training and prepare Quality Assurance Project Plan	Attend training, prepare and get approval of QAPP with all sites lat/longs and descriptions included.		
2	Complete sampling rounds as outlined in approved QAPP	All WQ results reviewed and required QA template returned as specified in the RFP to the LPP Coordinator or designate.		
3	Reporting and analysis	Invoices, mid-term and final reports highlighting the projects water quality benefits through a vignette(s) of success.		
	Total			

Selection Criteria

Proposals will be reviewed and evaluated by three VTDEC staff members. Review assistance may be sought from other interested parties having knowledge of economic analysis, resource management programs and communications materials. Selection of LPP grantees will be based on the following criteria and relative weighting:

- Technical capacity to conduct the proposed scope of work (20%)
- Project/Practice is already listed in the VTDEC's Watershed Project Database for funding, grading and planned implementation, or a VTDEC Tactical Basin Plan or a Regional Conservation Partnership Program (RCPP) target watershed (10%).
- Project/Practice has a design for remediation in place and is shovel-ready, or nearly so, and has a high likelihood of being implemented within one or two seasons following the initial monitoring period, or an existing remediation project/practice has already been installed and current pre-monitoring LPP generated data exists. (25%)
- The monitoring design is appropriate to show measurable water quality improvements with the project's implementation. Specifically, VTDEC want to showcase sediment, nutrient, turbidity and *E. coli* reductions and related water quality successes achieved through the LPP citizen-based partnerships and applied project remediations (25%).
- Cost (20%).

Eligibility

A current Vermont state employee responding to this RFP as a sole proprietor or owner of other form of business must obtain a waiver from the Vermont Department of Human Resources prior to entering into a contract with the State.

Insurance

Respondents to this RFP should be aware that they will need to agree to the State of Vermont Customary Contract Provisions (Attachment C) in order to execute an agreement for this project. A sample of an organization's Certificate of Insurance is available at http://dec.vermont.gov/sites/dec/files/aid/Finance/COI_Organization.pdf

Special care should be paid to Workers' Compensation coverage for out-of-state Vendors. Vermont statute requires insurance carriers be specifically licensed to write Workers' Compensation coverage in Vermont. Out-of-state Vendors may have Workers' Compensation coverage valid in their home state, but their carrier may not be licensed to cover workers' compensation for work that was performed by their employees in Vermont.

Reservation of State's Rights

The State reserves the right:

- to accept or reject any and all bids, in whole or in part, with or without cause in the best interest of the State;
- waive technicalities in submissions; (A technicality is a minor deviation from the requirements of an RFP that does not impact the substantive terms of the bid/RFP and can be considered

without a material impact on the RFP process, etc.). If uncertain of whether a condition qualifies as a technicality, consult with the OPC or AGO for clarification. For example, a late bid is NOT considered a technicality;

- to make purchases outside of the awarded contracts where it is deemed in the best interest of the State; and
- to obtain clarification or additional information.

Confidentiality

After conclusion of the contracting process, Proposals are a matter of public record. If an application includes material considered by the applicant to be proprietary and confidential under 1 V.S.A., Chapter 5, the application shall clearly designate the material as such and explain why such material should be considered confidential. The Vendor must identify each page or section of the Proposal that it believes is proprietary and confidential and the grounds necessary to justify each exemption from release, including the prospective harm to the competitive position of the applicant if the identified material were to be released.

Under no circumstances shall the entire Proposal be designated as proprietary or confidential. If the Vendor marks portions of the Proposal confidential, the Vendor shall provide a redacted version of the Proposal for release to the public. Notwithstanding the above, the Secretary has an independent obligation under Vermont law to determine whether any proposal material is subject to public inspection and copying upon request, which may include material that has otherwise been designated as proprietary and confidential by the Vendor. The Vendor's designation of material as proprietary and confidential, and submission of a redacted Proposal, are provided to the Secretary for informational purposes in the event the Agency receives a public records request and will not result in withholding of materials by the Secretary unless expressly supported by Vermont law.

Attachments

- SFA – Standard Contract for Personal Services (template)
- Attachment C – Standard State Provisions for Contracts and Grants, Revised December 15, 2017
- [Act 154 Good Standing Certification \(attached and Act 154 of 2016 may also be found on the Vermont Legislature's website: <https://legislature.vermont.gov/assets/Documents/2016/Docs/ACTS/ACT154/ACT154%20As%20Enacted.pdf> \)](https://legislature.vermont.gov/assets/Documents/2016/Docs/ACTS/ACT154/ACT154%20As%20Enacted.pdf)

Vermont Department of Environmental Conservation

Agency of Natural Resources

SFA - STANDARD GRANT AGREEMENT

1. **Parties:** This is a grant agreement between the State of Vermont, Department of Environmental Conservation (hereinafter called “State”), and with principal place of business at (hereinafter called “Grantee”). It is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this Grant Agreement is for services generally about monitoring state waters above and below or before and after a water quality improvement practice was implemented. Detailed scope to be provided by the Grantee are described in Attachment A, Scope of Work to be Performed.
3. **Maximum Amount:** In consideration of the scope of work, the State agrees to pay Grantee, in accordance with the payment provisions specified in Attachment B, Payment Provisions, a sum not to exceed \$12,000. A detailed summary of the budget for this project can be found in Attachment B. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the Grantee without written approval from the State.
4. **Subcontracting:** Grantee shall not assign labor duties to a subcontractor without the prior written approval from the State. Written approval is obtained by completing the Request for Approval to Subgrant/Subcontract form.
5. **Procurement:** The Grantee certifies that for any equipment, supplies, and/or services outside of their organization, that they have and will follow their procurement policy.
6. **Ownership and Disposition of Equipment:** Any equipment purchased or furnished to the Grantee by the State under this Grant Agreement is provided on a loan basis only and remains the property of the State. Grantee must submit a written request to retain the equipment at the end of grant term for the same use and intended purpose as outlined in this agreement. The written request should include: a description of equipment, date of purchase, original cost and estimated current market value.
7. **Source of Funds:** State funds.
8. **Grant Term:** The period of Grantee’s performance shall begin upon date of execution, signified by the date of signature by the State and end on July 1, 2021.
9. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee. No amendment will be considered without a detailed justification to support the amendment request.
Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this agreement must be made in writing at least thirty (30) days prior to the end date of this agreement or the request may be denied.
10. **Cancellation:** This Grant Agreement may be cancelled by either party by giving written notice at least 30 days in advance.

11. Fiscal Year: The Grantee's fiscal year starts July 1, 2019 and ends June 30, 2021.
12. Work product ownership: Upon full payment by the State, all products of the Grantee's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Grantee.
13. Attachments: This Grant consists the following attachments that are incorporated herein:

- Attachment A - Scope of Work to be Performed
- Attachment B – Budget and Payment Provisions
- Attachment C - Customary State Grant Provisions
- Attachment D – Other Grant Provision(s) if necessary
- Request for Approval to Subgrant/Subcontract

**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)

Act 154 Good Standing Certification

Applicant Name_ Address _____

As an authorized representative of the grant applicant and in accordance with Act 154 of 2016, Section 13*, I hereby certify on behalf of the Applicant that

(check one):

- The Applicant is currently in “good standing” with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets. The Applicant is not a named party in any administrative order, consent decree, or judicial order relating to Vermont water quality standards issued by the State or any of its agencies or departments and is in compliance with all federal and State water quality laws and regulations.

Further, the Applicant will notify the State agency or department administering this State-funded grant if no longer in good standing with the Agency of Natural Resources or the Agency of Agriculture, Food and Markets at any time prior to or during implementation of this State-funded award.

- I am not able to certify that the Applicant is in “good standing” with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets for the following reasons:

*A copy of Section 13 is on the opposite side of this Certificate or can be found at http://finance.vermont.gov/sites/finance/files/documents/Forms/Grant_Recipients/FIN-Act_154_Section_13.pdf. Any person should first review and understand applicable terms, instructions and potential consequences in Section 13, including the definition of “Applicant” for purposes of this Certificate.

Name	Title	
Signature		Date

This form must be completed and signed by an authorized official of the grant applicant organization.

Section 13 of Act 154 of 2016 – Certification for Grants

SECRETARY OF ADMINISTRATION; WATER QUALITY STANDARDS CERTIFICATION FOR STATE-FUNDED GRANTS; REPORT

- (a) As used in this section:
- (1) “Applicant” shall include all entities, including businesses in which the applicant has a greater than 10 percent interest, or land owned or controlled by the applicant.
 - (2) “Good standing” means the applicant:
 - (A) is not a named party in any administrative order, consent decree, or judicial order relating to Vermont water quality standards issued by the State or any of its agencies or departments; and
 - (B) is in compliance with all federal and State water quality laws and regulations.
- (b) (1) The Secretary of Administration shall amend the Standard State Provisions for Contracts and Grants, referred to as Attachment C to Administrative Bulletin 5, to require an applicant for a State-funded grant to certify, under penalty of perjury, that the applicant is in good standing with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets.
- (2) The requirement under this subsection shall allow for an attachment or include space for an applicant who cannot certify under subdivision (1) of this subsection to explain the circumstances surrounding the applicant’s inability to certify under subdivision (1) of this subsection.
- (3) At any time prior to the award of a State-funded grant or during implementation of a State-funded grant, an applicant shall notify the State agency or department administering the State-funded grant if the applicant is no longer in good standing with the Agency of Natural Resources or the Agency of Agriculture, Food and Markets.
- (c) A State agency or department may consider an applicant’s certification or explanation under subsection (b) of this section in determining whether or not to award a State-funded grant to the applicant.
- (d) (1) If a State-funded grant applicant knowingly provides a false certification or explanation under subsection (b) of this section or fails to notify the State agency or department administering the State-funded grant if the applicant is no longer in good standing with the Agency of Natural Resources or the Agency of Agriculture, Food and Markets as required in subdivision (b)(3) of this section, the State or its agencies or departments may:
- (A) seek to recover the grant award; and
 - (B) deny any future grant award to the applicant, based on the false certification or explanation or failure to notify, for up to five years.
- 2) In recovering a grant award under this section, the State or its agencies or departments shall be entitled to costs and expenses, including attorney’s fees.
- (e) This section shall not apply to federally funded grants, contracts, or tax credits or federal or State loan programs.
- (f) On or before January 15, 2021, the Secretary of Administration shall submit a report to the House Committees on Fish, Wildlife and Water Resources and on Commerce and Economic Development and the Senate Committees on Natural Resources and Energy and on Economic Development, Housing and General Affairs regarding methods to require all economic development assistance applications to include a certification that the applicant is not in violation of the requirements of programs enforced by the Agency of Natural Resources under 10 V.S.A. § 8003(a). The report shall also include information regarding any enforcement action taken by the State or its agencies or departments under subsection (d) of this section.