

STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ----- Form AA-14 (12/12/2018)

Note: All sections must be completed. Incomplete forms will be returned to the originating department.

I. CONTRACT INFORMATION

Contract# 0000000000000000000038781

Agency/Department: Agency of Administration, Department of Buildings and General Services

N/A

Vendor Name: WESTON & SAMPSON ENGINEERS, INC.

Vendor Address: 38 NO MAIN ST, WATERBURY, VT 05676

Starting Date: 8/1/2019

Ending Date: 7/31/2021

Summary of contract or amendment: STATEWIDE SAMPLE COLLECTION & LABORATORY ANALYSIS FOR PFAS

II. FINANCIAL INFORMATION

Maximum Payable: \$10,000.00

Prior Maximum:

Prior Contract# (if renewal):

Current Amendment Change

Cumulative Amendments: \$0.00

% Cumulative Change: 0%

Business Unit(s): 01150

-[notes]

VISION Account(s):

VARIOUS

Estimated Funding %GF %SF %EF

%Other (name) VARIOUS

Funding %TF %GC-FUND %FF

III. Procurement Performance Information (section A & B)

A. The agency has taken reasonable steps to control the price of the contract and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:

- Standard Bid or RFP Simplified Bid Sole Sourced (See B. Qualification Based Selection Statutory

B. If Sole Source Contract, contract form includes self-certification language? Yes N/A

C. Contract includes performance measures/guarantees to ensure the quality and/or results of the service? Yes No

VI. Type of Agreement (select all that apply)

- Personal Service Construction Arch/Eng Marketing Info. Tech. Prof Service Other
 Non-Personal Service Retiree/Former SOV EE Financial Trans Zero-Dolla Privatization*
 Commodity

V. Suitability for Contract Service

Yes No n/a Does this contract meet the federal definition of an Independent Contractor? If "NO", the contractor must be set up and paid on payroll through the VTHR system.

VI. Contracting Plan Applicable

Is any element of this contract subject to a pre-approved Agency/Dept. Contracting Waiver Plan? Yes No

VII. Conflict of Interest

By signing below, I (Agency/Dept. Head) certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

Yes No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

VIII. Prior Approvals Required or Requested

- Yes No Agreement must be Certified by the Attorney General under 3 V.S.A. § 342 (sign line #4 below)
 Yes No Attorney General review As To Form is required (\$25,000 and above) or otherwise requested: _____ (AAG initial)
 Yes No Agreement must be approved by the Secretary of ADS/CIO
 Yes No Agreement must be approved by CMO: for Marketing services over \$25,000
 Yes No Agreement must be approved by Comm. Human Resources approval is required: for Privatization, Retirees Former Employees, and if a Contract fails the IRS test.
 Yes No Agreement must be approved by the Secretary of Administration

IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL

I have made reasonable inquiry as to the accuracy of the above information (sign in order):

E-SIGNED by Christopher Cole
on 2019-08-02 15:14:57 GMT

1-Date	1-Agency/Department Head	2-Date	2-Agency Secretary (if required)
3a-Date	3a-CIO	3b-Date	3b-CMO
3c-Date	3c-Commissioner DHR		
4-Date	4-Attorney General	5-Date	5-Secretary of Administration

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
USA

CONTRACT



Supplier 0000162779
Weston & Sampson Engineers Inc
55 Walkers Brook Drive
Suite 100
Reading MA 01867
USA

Contract ID 0000000000000000000038781		Page 1 of 2
Contract Dates 08/01/2019 to 07/31/2021		Origin CPS
Description PFAS Collection & Analysis		Contract Maximum \$10,000.00
Buyer Name Erin Marie Collier	Buyer Phone	Contract Status Approved

Phone #:

Line #	ItemID	ItemDesc	UOM	Unit Price	Max Qty	Max Amt
1		Sample Collection & Laboratory Analysis for PFAS - Statewide	JOB	0.01000	0.00	10,000.00

1. Parties. This is a contract for services between the State of Vermont, Department of Buildings & General Services (hereinafter called "State"), and Weston & Sampson Engineers, Inc., with a principal place of business in Reading, Massachusetts (hereinafter called "Contractor"). Contractor's form of business organization is a corporation. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject of sample collection and laboratory analysis for per- and polyfluoroalkyl substances (PFAS). Detailed services to be provided by Contractor are described in Attachment A.

3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$10,000.00.

4. Contract Term. The period of contractor's performance shall begin on August 1, 2019 and end on July 31, 2021 with an option to renew for up to one additional (2) two-year period upon agreement of both parties.

5. Prior Approvals. This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. Amendment. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. Termination for Convenience. This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. Attachments. This contract consists of 12 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017)

9. Order of Precedence. Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
USA

CONTRACT



Supplier 0000162779
Weston & Sampson Engineers Inc
55 Walkers Brook Drive
Suite 100
Reading MA 01867
USA

Contract ID 000000000000000000000038781		Page 2 of 2
Contract Dates 08/01/2019 to 07/31/2021		Origin CPS
Description: PFAS Collection & Analysis		Contract Maximum \$10,000.00
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Phone #:

Line #	ItemID	ItemDesc	UOM	Unit Price	Max Qty	Max Ant
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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: E-SIGNED by Christopher Cole
on 2019-08-12 17:47:23 GMT

Signature: E-SIGNED by Kenneth Bisceglia
on 2019-08-11 13:21:07 EDT

Name: Christopher Cole

Name: _____

BGS Commissioner

Title: _____

Title: _____

Email: _____

Email: _____

A. SCOPE OF SERVICES:

1. Contractor shall collect samples from Vermont Public Community Water Systems (CWS) and Non-Transient Non-Community Water Systems (NTNC), as needed or requested by Water System personnel, in a laboratory that meets the requirements of the scope of services, and deliver the samples to a NELAP certified Laboratory to have analyzed for Per- and polyfluoroalkyl substances (PFAS) by method 537.1. All CWS and NTNC water systems must sample PFAS on or before November 30, 2019.
2. **UVM AND VERMONT STATE COLLEGES:** This Contract shall also be available for use by the University of Vermont, as well as the Vermont State Colleges Inc., a separate corporation that includes Castleton State College, Northern Vermont University, Community College of Vermont and the Vermont Technical College, under the same prices, terms and conditions as offered to the State. Contractor shall invoice the University of Vermont or Vermont State Colleges, Inc. directly for all items furnished to and purchased by any such entity, which shall be solely responsible for payment of such invoices.
3. **MUNICIPALITIES AND SCHOOLS:** This contract shall be available for use by political subdivisions and independent colleges of the state. Contractor shall invoice the political subdivisions and independent colleges directly for all items furnished to any such political subdivision or independent college, which shall be solely responsible for payment of such invoices.

4. COMMUNITY SYSTEMS:

142 municipally owned systems* (out of a total of approximately 412 systems)

County	Number of municipally owned Systems	County	Number of municipally owned Systems
Addison	5	Lamoille	11
Bennington	7	Orange	8
Caledonia	14	Orleans	14
Chittenden	12	Rutland	15
Essex	7	Washington	12
Franklin	13	Windham	7
Grand Isle	6	Windsor	11

* this list only identifies systems with active entry points. Consecutive systems will not be sampled.

5. NTNC SYSTEMS:

111 municipally owned systems (out of a total of approximately 245 systems)

County	Number of municipally owned Systems	County	Number of municipally owned Systems
Addison	9	Lamoille	4
Bennington	4	Orange	10
Caledonia	7	Orleans	10
Chittenden	6	Rutland	14
Essex	1	Washington	11
Franklin	4	Windham	21
Grand Isle	1	Windsor	9

6. STATE OWNED FACILITIES:

County	Facility	Number of Owned System	Type of System
Rutland	Department of Motor Vehicles	1	NTNC
Orange	Randolph Center Water System	1	Community
Washington	General Services Complex	1	NTNC
Windsor	Southeast State Correctional Facility	1	Community
Windham	Westminster Public Safety Building	1	NTNC

7. The monitoring schedule with distribution entry points will be identified for each water system and posted online. A list of regulated facilities and their contact information will be provided. Contractor will be responsible for coordinating with water system staff to ensure samples are collected from the locations described below. Contractor will be responsible to coordinate with the laboratory to ensure samples can be analyzed within the method hold time. Samples must be collected at every entry point to the distribution which is representative of each source after treatment. There may be more than one entry point per water system. If water is drawn from more than one source and the sources are combined before distribution, a sample shall be collected at an entry point to the distribution system where water is representative of all permitted sources supplying that entry point. Composite sampling among multiple entry points shall not be used.

8. The following sampling procedure shall be followed in conjunction with ensuring none of the prohibited items identified in Table 1 below are present during sample collection.

- 8.1. The sampler shall wash their hands before sampling and wear powderless nitrile gloves while filling and sealing the sample bottles.
- 8.2. Turn on the tap and flush the water until the water temperature stabilizes (approximately 5 minutes). Do not sample from a garden hose or other irrigation device. Use only cold water for sampling.
- 8.3. Fill sample bottles such that sample preservation reagent is not flushed out. It is acceptable for the sample bottle to have headspace.
- 8.4. After collecting the samples, cap the bottle and agitate by hand until the preservative is dissolved.
- 8.5. Label the bottle with the associated sampling location.
- 8.6. Keep the sample sealed from the time of collection until delivered to the laboratory.
- 8.7. Chill samples during shipment; samples shall not exceed 10 degrees Celsius (50 degrees Fahrenheit) until received by the laboratory.

9. In order to determine whether PFAS may have been introduced during sample collection and handling, a field reagent blank shall also be collected from each sampling site and at the same time of sampling. Field reagent blanks shall not contain preservatives. If PFAS are detected above reporting levels (2 ng/L) in the field reagent or trip blank, resampling will be required within two weeks of being notified.

9.1. Field blanks shall be prepared as follows:

- 9.1.1. Open the Field Reagent Blank at the location of the sampling site and pour the preservation reagent water into the empty sample bottle that came with the Field Reagent Blank.
- 9.1.2. Seal the sample bottle.
- 9.1.3. Label the sample bottle as the Field Reagent Blank for the associated sampling site and ship it back to the laboratory along with the sample for the sampling site.

9.2. Trip blanks shall be prepared by the laboratory in advance and follow the sample containers and same shipping containers as the samples and return to laboratory. Trip blanks shall not be opened. Field

blanks and Trip blanks do not need to be analyzed/reported if PFAS are not detected above reporting levels in the samples.

10. Table 1. (Association of State Drinking Water Administrators – PFAS Lab Testing Primer Version 2)

Category	Prohibited Items/Actions that could introduce PFAS Sample Contamination	Allowable Items
Pumps and Tubing	Teflon® and other fluoropolymer containing materials	High-density polyethylene (HDPE), low density polyethylene (LDPE) or silicone tubing
Sample Container Storage	Containers should not come into contact with carpeting or upholstery inside buildings or vehicles	Containers should be stored in a zip-lock bag and transported in coolers
Stacked Glassware	Foil should not be used as a layer between stacked glassware	Plain Paper
Field Documentation	Waterproof/treated paper or field books, plastic clipboards, non-Sharpie® markers, Post-It® and other adhesive paper products	Plain Paper, metal clipboard, Sharpies®, pens
Clothing	Clothing or boots made of or with Gore-Tex® or other synthetic water resistant and/or stain resistant materials, Tyvek® material	Synthetic or cotton material, previously laundered clothing (preferably previously washed greater than six times) without the use of fabric softeners
Personal Care Products (for day of sample collection)	Cosmetics, moisturizers, hand cream and other related products	Sunscreens: Alba Organics Natural Yes to Cucumbers Aubrey Organics Jason Natural Sun Block Kiss My Face Baby-safe sunscreens ('free' or 'natural') Insect Repellents: Jason Natural Quit Bugging Me Repel Lemon Eucalyptus Herbal Armor California Baby Natural bug spray Babyganics Sunscreen and Insect Repellents: Avon Skin So Soft Bug Guard-SPF 30
Food and Beverage	Pre-packaged food, fast food wrappers or containers	

11. Contractor must prepare a Quality Assurance Project Plan (QUAAP) for review and approval prior to performing their first sample and make themselves available to political subdivisions prior to commencing the monitoring program.

12. Laboratory services under this contract must meet the following minimum elements:

12.1. **Accepted Analytical Method:** All samples collected shall be analyzed via EPA Method 537.1 Determination of Selected Per- and Polyfluorinated Alkyl Substances in Drinking Water by Solid Phase Extraction and Liquid Chromatography/Tandem Mass Spectrometry (LC/MS/MS Version 1.0 2018).

- 12.2. **Sample Analysis:** Follow sampling guidelines, preservatives, and containers as specified in Method 537.1. Ensure that extraction and analysis holding times are met according to Section 8.5 of the Method. The preservative used should be 5 grams/liter of Trizma©, and sample containers should be 250 mL polypropylene sample bottles fitted with polypropylene screw caps. Trizma© acts as a buffer and removes free chlorine in chlorinated finished drinking water.
- 12.3. **Analytical and Reporting Requirements:** The recommendations for determining a detection limit (DL) and reporting limit (RL) in method 537.1 shall be followed. The maximum acceptable laboratory reporting limit for each respective analyte for PFOA, PFOS, PFHxS, PFHpA, and PFNA is 2 ng/L. Sampling results shall be reported to the nearest 0.1 ng/L. All analytical laboratory reports shall report on all 18 analytes identified in EPA Method 537.1.
- 12.3.1. Laboratories must report PFAS in the acid form. Linear and branched isomers must be quantified and combined to determine the total. If standards containing the branched and linear isomers cannot be purchased, only the linear isomer can be identified and quantitated in field samples and QC samples using the linear standards because the retention time of the branched isomers cannot be confirmed.
- 12.4. **Data Reporting:** Sampling results shall be reported to the Drinking Water and Groundwater Protection Division (Division) within 10 days of receipt of a validated laboratory report. Data shall be reported to the Drinking Water and Groundwater Protection Division (Division) electronically using csv or xls format in a format provided by the Division. Full lab reports (in PDF format) shall also be submitted within 60 Days of electronic reporting via CD, USB drive, the FTP site, or upon request. Data with qualifiers shall be appropriately flagged, particularly when detections are found in field blanks, trip blanks, and instrument blanks at or above the RL. PDFs of qualified data shall be submitted to the Division within five days of being requested by the Division. Raw instrument data shall be made available upon request.

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - 1.1. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - 1.2. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are Net **30** days from the date the political subdivision receives an error-free invoice with all necessary and complete supporting documentation.
3. All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the political subdivision ordering services and shall specify the address to which payments will be sent.
4. Contractor shall submit invoices to political subdivisions in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the entity requesting services.
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:
 - 6.1. Payments will be made on a deliverable basis for the costs associated with the collection and analysis of samples.
 - 6.2. The pricing shall be as follows:
 - 6.2.1. The cost for the first sample that is taken as a part of a sampling event: \$1,096.00.
 - 6.2.2. The cost per sample for each additional sample that is taken as a part of a sampling event: \$475.00.

**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)