REQUEST FOR PROPOSALS (RFP)

Notice is hereby given that **proposals** will be received by the **Town of Hardwick, Vermont**, to furnish:

WASTEWATER FACILITY RECONSTRUCTION ENGINEERING SERVICES

Proposals must be submitted by two physical copies by mail or hand delivered to:

C/O David Upson, Town Manager
PO Box 523
20 Church Street
Hardwick, VT 05843

Interested parties may obtain a copy of the Request for Proposals (the "RFP") (and related documents) by downloading a copy from Town Website or may request a hardcopy of the RFP at 20 Church Street, Hardwick, VT.

Proposals are due no later than September 24, 2026, at 12:00 p.m. Eastern Time. Fax submissions will not be accepted. Unless changed by addendum, timely proposals will be publicly opened and proposer names announced at 12:15 p.m. Eastern Time on September 24, 2026, at the Town offices, 20 Church Street, Hardwick, Vermont. Proposals will receive confirmation of receipt via email from the Town. Any proposer may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will be effective only if made in writing and received by the Town Manager before the proposal deadline. Any selection and contract award are subject to approval by the Selectboard. The Town reserves the right to reject any or all proposals as the best interests of the Town may dictate, as well as waive minor informalities that do not affect price, quality, quantity, or competition, request additional information, and/or modify or cancel this RFP.

By: ____
David Upson
Town Manager

Note: Work under this project is funded in part with federal grant funds from the FEMA Public Assistance (PA) program and may include additional federal funding sources if they become available.

REQUEST FOR PROPOSALS (RFP)
WASTEWATER TREATMENT FACILITY RECONSTRUCTION
ENGINEERING SERVICES

REQUEST SUMMARY

The **Town of Hardwick** is soliciting proposals from qualified firms or individuals to provide engineering services for design and construction management concerning Town's wastewater treatment facility (WWTF) reconstruction and improvements. The Town's wastewater facility reconstruction and improvements include the repair and reconstruction of the wastewater treatment facility and lift stations, to meet current applicable codes and standards with additional federally funded mitigation measures where appropriate. Town is seeking qualified firms to provide professional engineering services, including, without limitation, (a) preliminary and design engineering, including plans and specifications, for all aspects of the wastewater facility system project, and (b) complete construction management services for the project(s).

OVERVIEW

Town of Hardwick ("Town") is a historic community located in Caledonia County, situated in the scenic Northeast Kingdom region of northeastern Vermont. It was chartered in 1781 following the construction of the Bayley-Hazen Military Road. It evolved from an early farming and water-powered mill settlement into the "building granite capital of the world" by the early 20th century and later transitioned into a hub for modern local agriculture and outdoor recreation. The population of Hardwick, Vermont is approximately 2,920 for the entire town and 978 to 1,046 for the central census-designated place (CDP), based on recent census and demographic tracking.

Construction of the Town's original wastewater treatment system began in 1979. Major additions to the facility included a 2001 upgrade of the influent pumping system, a 2003 upgrade of the controls for system components (influent pumps), a 2007 upgrade to facilitate phosphorus removal with a chemical addition building to house the necessary chemicals to meet permit requirement, a 2017 upgrade of the grit removal system, and the most recent upgrade in 2023 was the cleanout and relining of both lagoons, new aeration system to include blowers and associated controls. The existing WWTF is located at 107 Treatment Plant Road near the Lamoille River and is fully located within the Special Flood Hazard Area (SFHA), also known as the 100-year floodplain. The WWTF receives wastewater from 574 residential, commercial, industrial and institutional accounts. The Buffalo Street Lift Station is located at 29 Buffalo Street and the VT Rt14S lift station is located at 84 VT Rt 14S, both lift stations are located along the Cooper Brook corridor and are fully located within the Special Flood Hazard Area (SFHA), also known as the 100-year floodplain.

Prior to July of 2023, the WWTF and lift stations were fully operational and compliant with all applicable environmental, building, and flood codes and standards. However, the facilities were devastated by the July 2023 and July 2024 floods which inundated the main control building and supporting structures with approximately five (5) feet of water above the main floors. The flood(s) caused damage to infrastructure and control systems, ongoing operational disruptions, and an increased risk to long-term system reliability. The flooding not only devastated the buildings, contents, and equipment, it also triggered a Substantial Damage Determination under the Town's flood by-laws which requires that the facilities be made compliant with current flood code requirements. In addition, the 2023 and 2024 floods resulted in a FEMA Major Disaster Declarations (DR-4720-VT and DR-4810-VT) which will fund much of the project while also requiring additional compliance measures. Most notably, the key components of the WWTF facility, including the control building, must be protected to the 500-year BFE while remaining accessible in the most cost-effective manner, which may include the demolition and reconstruction of existing buildings and components. The WWTF facility is currently operating under temporary permit in its current state.

The purpose of this Request for Proposals ("RFP") is to select a consultant to provide engineering services for Town concerning the wastewater treatment facility & lift station(s) reconstruction. The selected firm or consultant will report directly to the Town manager or their designee.

GENERAL BACKGROUND INFORMATION

A. Project.

1. Town is planning to reconstruct the current wastewater treatment facilities to meet all applicable codes and standards. The treatment process consists of two lift stations, a headworks structure, grit settling and removal mechanisms, influent pumps to a primary lagoon with anaerobic and aerobic digestion facilitated by diffused air, phosphorus precipitating chemical addition, secondary lagoon, Chlorine contact chamber and effluent outfall and buildings and equipment to support those processes. The facility was severely impacted by repetitive flooding which resulted in the requirement to bring the facility into compliance with all applicable codes and standards, especially flood codes. The Town must design a project that meets all code requirements, is compliant with federal funding requirements, and can be constructed without interrupting current wastewater treatment operations.

2. The Town Selectboard has reviewed options for the WWTF on Treatment Plant Road only. The options include the following: (a) demolishing the existing control building and reconstructing it above the 500-yr BFE; (b) reconstructing or dry floodproofing other key components to protect them to the 500-yr BFE; and (c) additional FEMA mitigation measures to protect above the code requirements or relocating key portions of the facility outside of the SFHA if cost-effective and feasible. The FEMA Benefit Cost Analysis (BCA) Toolkit v 6.0 may need to be utilized to evaluate cost-effectiveness under some scenarios.

3. In April of 2026, FEMA approved an initial project estimate and conceptual plan, in the amount of $8,269,201.41, to reconstruct the WWTF facility at Treatment Plant Road to meet current codes and standards at its present location (within the

existing parcel boundary). However, the Town expects, and FEMA understands, that this initial concept will likely change based on further due diligence, engineering, environmental and historic preservation evaluation, and permitting with the result being a scope change request for the final fully costed and permitted project. The first phase and major deliverable of the project will be for the selected vendor to work directly with the Town, State, and FEMA to investigate and develop a fully compliant and costed final design for the facility to meet codes and standards in the most cost-effective manner while adding eligible mitigation where feasible. The resulting design and costs will be the basis for a FEMA scope change and budget modification request.

4. After final design, Town project acceptance, and final funding obligation by FEMA, the vendor will provide complete construction management services for the project. This will include all related services from bidding to project closeout.

5. For purposes of this RFP, the term "Project" means the Wastewater Treatment Facility & Lift Station Reconstruction.
   A. Estimated Project Cost. The current approved project for the WWTF was estimated to cost approximately $8,269,201.41; however, the final project cost will be established through the design and estimating phase of the Project. The lift station portion; final costs will be established through the design and estimating phase of the project.
   B. Estimated Time Period. Work on the Project is estimated to begin in the fall of 2026 with Construction being completed in 2030. The estimated time period in which the Services (as defined below) will begin is in the summer/fall of 2026 and end in December 2030, with the potential for an extension if authorized.

SCOPE OF SERVICES

The Town's intent for design and implementation are to:

- Maintain current treatment type and operational function
- Preserve existing system capacity and regulatory compliance
- Ensure Compliance with Hardwick Unified Development Bylaws and 44 CFR Part 9 for Critical Facilities
- Integrate flood resilience to exceed Hardwick Unified Bylaws and 44 CFR Part 9 based on best available flood data and future flood mapping

To accomplish that intent, the scope of services to be performed by the consultant pursuant to this RFP include, without limitation, the following engineering services concerning the Project (collectively, the "Services"):

A. Design Engineering, Planning, & Regulatory Coordination.
   - Work with the Town, FEMA, and the State to attend coordination meetings, provide engineering expertise, and deliver project-related materials as

identified by the group.

- Review existing conditions and prior work completed to confirm operation requirements and constraints.
- Complete design topographical surveys, as needed.
- Flood Resiliency & Mapping Integration, including, but not limited to:
    - Evaluate and incorporate:
        - Current FEMA Flood Insurance Rate Maps (FIRMs)
        - Available updated or preliminary flood mapping (best available science)
        - Anticipated future flood risk conditions
    - Design infrastructure to:
        - Minimize flood exposure
        - Protect critical components
        - Improve long-term system resilience
    - Codes, Standards, and Regulatory Compliance evaluation to ensure design complies with all applicable requirements, including, but not limited to:
        - Hardwick's Unified Development Bylaws
        - Vermont Department of Environmental Conservation (DEC) requirements
        - 44 CFR Part 9 requirements for Critical Facilities & NEPA (note FEMA requires that codes and standards used for funding eligibility be formally adopted and uniformly applied. The consultant shall ensure all design elements meet this threshold where applicable.)
- Preparation of draft and final engineering design documents including, but not limited to:
    - Site layout and grading
    - Structural design of buildings and infrastructure
    - Mechanical/process systems consistent with existing treatment type
    - Electrical and control systems
    - Hydraulic analysis and flow considerations
- Develop any other additional Technical Specifications necessary for bidding, including:
    - Front-end documents
    - Technical specifications. Specifications shall:
        - Avoid proprietary restrictions unless justified
        - Support competitive bidding
    - Materials and equipment requirements
- Cost Estimating, including but not limited to:
    - Preparing an Engineer's Opinion of Probable Construction Cost (OPCC)
    - Provide detailed cost breakdowns aligned with:
        - FEMA PA project formulation requirements
        - USDA RD funding requirements

    - Support documentation of cost reasonableness, which is required under federal procurement rules
- Submit final design plans, specifications, and other documents to Town and applicable agencies for review and approval.
- Prepare all permit and approval applications for the project as required, including, without limitation, all applicable federal, state, and industry-specific requirements.
- Provide environmental consultant to complete wetland delineation, cultural and archaeological surveys, NEPA review support, and other environmental review support (e.g., investigations, reports), as needed.
- Other site investigations deemed necessary to develop designs.
- Provide technical assistance to the Town concerning easements and land acquisition, as authorized; the Town will retain responsibility for legal acquisition and approval.
- Deliverables anticipated, include:
    - Construction Drawings (civil, structural, mechanical, electrical)
    - Technical Specifications (draft bid-ready)
    - Design Narrative
    - Opinion of Probable Construction Cost (OPCC)
    - Flood resilience and design justification summary
    - Permitting summary documentation
    - Digital and hard copy submissions

B. <u>Construction Engineering</u>.

- Complete advertisement for and manage the bidding process to comply with Town, State, and federal procurement policies (such as those applicable to FEMA Public Assistance and USDA Rural Development grants).
- Attend a pre-bid conference, respond to technical questions from potential bidders, and issue addenda, as required.
- Assist in bid opening, provide recommendations to the Town Selectboard for bid award, and assist in contract development.
- Attend pre-construction meeting(s).
- Provide engineering support during construction including submittal reviews, contract administration, applications for payment, change order preparation, etc.
- Review the selected contractor's progress payment requests and certify quantities claimed accurately reflect work performed and materials supplied during the payment period.
- Provide services related to change orders such as preparation of change order proposal description and justification documentation, assistance with negotiation of change with contractor, making recommendations to Town regarding any change orders, and processing the formal change order documents.

- Provide part-time or full-time construction observation, as determined necessary for the final scope of work.
- Complete contract closeout process including substantial completion walk-through, development of a "punch list," final completion walk-through, and recommendation of final payment.
- Advise Town and the contractor of the dates for any warranty periods as established in contract documents.
- Maintain files and document tracking system throughout the entire project.
- Coordinate with the contractor and Town for final testing and startup of facilities.
- Prepare and submit to Town as-built drawings, operations and maintenance (O&M) manuals, and other requested post-construction engineering documentation upon completion of construction.
- Assist the Town with the federal project closeout process.
- Deliverables anticipated, include:
    - Bid Solicitation and Selection Support
    - Submittal Reviews
    - Progress Payment Reviews
    - Change Orders, as needed
    - As-Built Drawings
    - O&M Manuals
    - Closeout of Federal Grant Documentation related to construction and engineering

C. Other Items.

- It is anticipated that other Project-related tasks could arise during the preliminary engineering and/or design engineering phases. These tasks may include, without limitation, geotechnical explorations, conditional use permits, site specific reports, and other evaluations.

- The Town Manager, David Upson, (or designee) will perform the role of project manager (the "Project Manager"). The Project Manager will work closely with the consultant team and answer questions, make decisions, provide guidance, and assist in coordination as needed.

- All available information the Town has will be made available to the selected consultant team. Information may include, without limitation, tax maps, aerial photos, FEMA documentation, and as-built drawings.

- Note that Town will retain legal responsibility as the sub-recipient for grant administration. The selected vendor will provide capacity and expertise in program administration; however, all decision making and administration will remain the sole responsibility of the Town.

FUNDING SOURCES

Funding sources for the Project may include, without limitation, the following: the FEMA Public Assistance Program ("FEMA PA"); the FEMA PA Section 406 Mitigation Program (FEMA 406); Vermont Emergency Relief and Assistance Fund (ERAF); and Town funding. If available to the Town, United States Department of Agriculture Rural Development (USDA-RD), Economic Development Administration (EDA), or other funds may be used to provide additional funding to relocate large portions of the facility outside of the Special Flood Hazard Area (SFHA) and/or enhance access. Although this funding is not currently awarded, in the event that it becomes available the Town will work with the selected vendor to adjust the Preliminary and Design Engineering phase plan and deliverables accordingly. Any such additional Services will be authorized only in writing, subject to available funding and Selectboard approval, and will be performed in accordance with all applicable requirements, including the federal contract provisions summarized in Attachment B.

EVALUATION CRITERIA

The qualification-based selection process will be administered in accordance with the authority and procedures in the Town's Purchasing Policy and 2 CFR 200, Subpart D – Procurement Standards. Proposals submitted before the deadline will first be evaluated for compliance with the minimum required qualifications identified below. Proposals meeting these requirements will be forwarded to an evaluation committee that will independently score each proposal according to the scored criteria listed below.

A. **Minimum Required Qualifications**. Failure to comply with one or more of the following criteria will result in rejection of the proposal:

1. At least one (1) copy of the submittal proposal must bear a signature on the introductory letter. A duly authorized representative empowered to bind the consultant must sign the proposal.

2. The proposal must include a cost sheet describing all anticipated labor categories to include fully burdened hourly rates.

3. The proposal must demonstrate that the proposer (a) holds all licenses required to practice engineering in Vermont, (b) is in good standing with applicable licensing authorities, and (c) is not, and its principals are not, suspended, debarred, excluded, or otherwise ineligible to participate in federal programs.

4. The proposal must include evidence of the proposer's current insurance coverage and ability to meet the insurance requirements to be stated in the final Agreement.

5. Each proposal must acknowledge that the final Agreement will include all contract provisions applicable under 2 C.F.R. part 200, Appendix II, FEMA requirements, and any other funding source, substantially as summarized in Attachment B.

6. Each proposal must describe the proposer's plan to comply with 2 C.F.R. §

200.321 concerning consideration of small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor-surplus-area firms, including required flow-down obligations to subcontractors.

B. **Scoring Criteria**. All proposals from qualified firms or consultants that meet the minimum required qualifications will be evaluated on the following criteria (a total of 100 points is available for the scored criteria):

1. Professional Qualifications of Project Team (20 points). Provide a firm overview and qualifications for providing the Services. List key team members who will be assigned to this project, their roles and responsibilities, and their qualifications and experience.

2. Experience (20 points). Provide at least three (3) examples of services rendered on projects completed in the last five (5) years that best characterizes and demonstrates the firm's experience providing services similar to the Services. Also demonstrate experience within the framework and requirements of grant funded projects, particularly FEMA Public Assistance.

3. Method of Approach (15 points). Demonstrate a clear approach to completing the Services and proposed benchmarks for Project and Services completion.

4. Availability; Capacity and Responsiveness (15 points). Demonstrate the ability to provide timely, responsive services throughout the Project, based on the amount, qualifications, and availability of staff assigned to the Services, regardless of office location. Describe the team's familiarity with applicable Vermont regulatory requirements and federally funded wastewater projects.

5. Understanding of Requested Services (10 points). Demonstrate a clear and concise understanding of the Services.

6. References (10 points). Provide references and recommendations from at least five current or former clients. References should establish the firm's or consultant's demonstrated ability to successfully and reliably complete similar projects.

7. Quality Control and Cost Management (5 points). Provide a rate sheet to include all anticipated labor codes with associated hourly rates. Describe the proposer's quality-control procedures and approach to schedule control, construction-cost management, cost estimating, and grant documentation.

8. Disadvantaged/Small Business Inclusion (5 points). Identify qualifying firms, including prime or subcontracted vendors, expected to participate in the Project, or describe concrete steps the proposer will take to include such firms. Any certification relied upon for scoring must be provided.

The outcome of the independent evaluation may, at Town's sole discretion, result in (a) notice to a proposer(s) of selection for tentative negotiation and possible award, or (b) further steps to gather more information for evaluation, which may include, without limitation, a notice of placement on an interview list with time and date of the interview.

PROPOSAL SUBMISSION REQUIREMENTS

A. No Pre-Proposal Meeting. Town will not hold a pre-proposal meeting. The Town will accept written questions until the posted deadline (see below). All questions will be answered through addenda that will be emailed to all registered proposers.

B. Submission Deadline & Methodology. See page 1 above.

C. Format for Proposals. Please submit written proposals in compliance with the following page limitations (one page is considered to measure 8-1/2 x 11, with 11-point font size minimum):

Contents	Maximum Number of Pages
Introductory Letter	2
Professional Qualifications of Project Team	3
Experience	3
Method of Approach	3
Availability; Capacity and Responsiveness	3
Understanding of Requested Services	3
References	2
Quality Control and Cost Management	1
Disadvantaged Business Inclusion Plan	1
Total Pages	21

The proposal should not exceed twenty-one (21) pages, excluding the cover sheet, federal certifications, resumes of key members of project team, and any tabs or indexes.

D. Introductory Letter. The letter will name the person(s) authorized to represent the consultant in any negotiations and name(s) of the person(s) authorized to sign any contract which may result. The letter will indicate insurance coverage carried by the consultant. The letter will be signed by an authorized representative of the consultant.

E. Insurance Requirements. During the term of the Agreement, the Consultant, at its expense, shall maintain insurance coverage acceptable to the Town, including professional liability and the coverages stated in the final Agreement, which may incorporate the Vermont State Insurance Specification referenced in Section 8 of Attachment C. The selected consultant shall provide certificates of insurance and any required endorsements before contract execution and upon request. Attachment C will apply only to the extent expressly incorporated into the final Agreement.

F. Required Certifications and Forms. In addition to the proposal, please submit the following:

The applicable certifications below must be executed and returned as indicated:

- A signed Certification Regarding Lobbying for a contract exceeding $100,000, in the form prescribed by applicable federal requirements;
- A signed certification that the proposer and its principals are not suspended, debarred, excluded, or otherwise ineligible to participate in federal programs;
- Standard Form LLL, Disclosure of Lobbying Activities, only if applicable.

Documents to be included from proposer:

- Signed W-9 (selected consultant only, before contract execution);
- Evidence of current insurance coverage and ability to meet the final Agreement requirements;
- Acknowledgment of all addenda issued by the Town.

SELECTION PROCESS

A. Proposals that do not meet the minimum required qualifications will be rejected. Proposals meeting the minimum required qualifications will be evaluated by an evaluation committee based upon the criteria and points assigned in this RFP.

B. Town will appoint an evaluation committee of no fewer than three individuals to review, score, and rank each proposal. The evaluation committee may contact references provided in each proposal.

C. The evaluation committee may request interviews. Interviews will be scored on the same criteria and points as the initial proposal. Upon completion of the interviews, if any, the evaluation committee will provide the scoring and ranking to the Selectboard. If the Town does not cancel the RFP, the Selectboard may authorize issuance of a notice of intent to negotiate and, after any protest period, negotiations with the highest-ranked proposer.

D. Contract negotiations with the highest ranked proposer will be directed toward obtaining written agreement on (a) the consultant's performance obligations and a performance schedule, and (b) the payment methodology and a maximum, not-to-exceed contract price that is fair and reasonable to Town, as determined by Town, taking into account the estimated value, scope, complexity and nature of the Services. The Town reserves the right to negotiate a final contract that is in the Town's best interest. No cost-plus-a-percentage-of-cost or percentage-of-construction-cost method will be used.

E. If negotiations with the highest-ranked proposer fail to result in a contract, the Town reserves the right, to formally terminate negotiations and enter into negotiations with the second-ranked proposer and, if necessary, the third-ranked proposer and so on, until the negotiations result in a contract. If the subsequent rounds of negotiations fail to result in a contract within a reasonable amount of time, as determined by Town, the RFP may be formally terminated.

F. Any contract entered into by the Town and the selected consultant will contain terms and conditions required by applicable law and funding sources and will otherwise be in form and content satisfactory to the Town. Without limitation, the Agreement will address scope and performance standards, compensation and a not-to-exceed amount, available funding and non-appropriation, insurance, compliance with laws, applicable federal and state clauses, audit and record retention, ownership and use of work product, indemnification, termination for cause and convenience, representations and warranties, and dispute resolution. No work may begin without a fully executed Agreement and written notice to proceed or task order, and the Town does not guarantee any minimum amount of work. Attachment D must be completed and issued by addendum before the proposal deadline.

ANTICIPATED SCHEDULE

RFP Issued	8/20/2026
Deadline for Questions	9/17/2026
Addendum Issued to Registered Bidders	9/18/2026
Proposal Due Date	9/24/2026
Review and Scoring	09/24/2026 - 09/29/2026
Evaluation Interviews (if Needed)	TBD
Notice of Intent to Award Contract	10/1/2026
Negotiations	10/2/2026 - 10/15/2026
Notice of Award (approx.)	10/30/2026

ADDITIONAL INFORMATION

A. A rate sheet is included in this RFP to demonstrate the overall hourly value of the proposer's services. Proposers should include a standard rate sheet that includes fully burdened rates for all vendor labor categories. It will be considered as described in the Scoring Criteria included in this RFP. The final cost and fee information will be presented during contract negotiations after the selection of the most qualified consultant with which to negotiate. The final negotiated contract will be time and materials based with a not-to-exceed (NTE). It is understood that all submittals will become part of the public file on this matter, without obligation to Town.

B. Notwithstanding anything contained in this RFP to the contrary, if in Town's best interest, Town reserves the right to amend and/or revise this RFP in whole or in part, cancel this RFP, extend the submittal deadline for responses to this RFP, and/or reject any or all proposals as incomplete or nonresponsive. Further, Town reserves the right to (a) seek clarification(s) from each proposer and/or require supplemental statement or information for any proposer, (b) waive minor, nonmaterial irregularities that do not affect competition, after notice to the proposer, and/or (c) proceed to the next-ranked proposer in accordance with the Selection Process if negotiations are unsuccessful.

C. The deadline for questions is **9/17/26**. Proposers may submit to Town questions, including, without limitation, inquiries related to substantive portions of the

RFP, questions regarding the intent of the work, and/or questions concerning technical aspects of the work. All questions and/or requests must be submitted by email to: David.upson@hardwickvt.gov.
All requests for additional information must clearly reference, "Town of Hardwick Request for Proposal – Wastewater Treatment Facility Reconstruction Engineering Services." All questions and/or requests to change any provision, specification, or contract term must be received not later than seven (7) calendar days prior to the proposal due date. Substantive questions and all responses will be answered via written addendum to all proposers and be emailed to all registered proposers. All revisions, substitutions, and/or clarifications will be issued as official addenda to this RFP.

D. The selected consultant must maintain all required professional licenses and certifications throughout the Agreement. Before award, the Town will verify that the consultant and its covered principals are not suspended, debarred, excluded, or otherwise ineligible for federal participation by checking SAM.gov Exclusions, obtaining a certification, or including an appropriate contract clause. Active SAM.gov registration is not required unless a specific funding source expressly requires it. The consultant must impose applicable exclusion requirements on subconsultants and subcontractors.

E. The Town and the selected consultant will comply with 2 C.F.R. § 200.321 and the Town's Purchasing Policy by ensuring consideration of small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor-surplus-area firms, including the required subcontracting flow-down.

F. The selected consultant must be authorized to do business in Vermont before contract execution, if registration is required by law. Information is available from the Vermont Secretary of State's Office.

G. Town has or will adopt a policy to require its contractors to make good faith effort to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment. Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C 1701u) ("Section 3") requires Town to ensure that employment and other economic and business opportunities generated by the Department of Housing and Urban Development ("HUD") financial assistance, to the greatest extent feasible, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very-low income persons.

H. This RFP does not obligate Town to award a contract and/or to procure the Services described herein. Consultants responding to this RFP do so at their own expense and Town is not responsible for any costs and/or expenses associated with the preparation and/or submission of any proposal.

I. Confidential Information.

1. Proposals and related submissions are public records subject to the Vermont Public Records Act, 1 V.S.A. §§ 315-320, except to the extent a specific exemption applies. Marking material “Confidential” does not create an exemption. A proposer seeking confidential treatment must clearly identify each specific portion, cite the statutory basis for exemption, and submit a separate redacted copy suitable for public disclosure.

2. The Town will determine its disclosure obligations and may disclose any record when required by law, court order, or the Town’s good-faith interpretation of the Public Records Act. When reasonably practicable, the Town will provide notice before disclosing material specifically identified as exempt, but the Town makes no guarantee of confidentiality.

3. By submitting a proposal, each proposer authorizes the Town to share proposal materials with Town officials, employees, consultants, funding agencies, and counsel for evaluation and administration. The proposer shall defend, indemnify, and hold harmless the Town and its officers, employees, representatives, and agents from costs arising from the Town’s reasonable refusal to disclose material the proposer designated as exempt. A proposer that designates its entire proposal as confidential may be disqualified.

PROTEST PROCEDURES

A proposer may submit a written protest concerning the terms of this RFP, the evaluation process, or the notice of intent to negotiate. A protest concerning the solicitation must be received by the deadline for questions; a protest concerning selection must be received within five (5) calendar days after the Town issues the notice of intent to negotiate. The protest must identify the proposer and this RFP, state the factual and legal grounds, include supporting evidence, specify the relief requested, and be signed by an authorized representative. Failure to submit a timely protest waives the protest to the extent permitted by law. The Town Manager will issue a written decision or refer the matter to the Selectboard. The Town may proceed with the procurement when delay would be contrary to the public interest. This administrative procedure does not create any right of judicial review beyond that provided by law.

LEGAL STATEMENTS

All proposers must meet the following contractual and legal requirements in order to enter into a contractual agreement with the Town:

A. Prohibited Interests

Consultant agrees that, for the term of this Contract no member, officer, or employee of the Town, or of a local public body during his/her employment for one (1) year thereafter, shall have any interest, direct or indirect, in this contract, or to any benefit arising thereof.

The employment by Consultant of personnel on the Town's payroll will not be permitted in the execution of this contract, even though such employment may be outside of the employee's regular working hours; further, the employment by the Consultant of personnel who have been on the Town's payroll within one (1) year prior to the date of contract award, where such employment is caused by and/or dependent upon Consultant securing this or related contract with the Town, is also prohibited.

Consultant warrants that it is under no obligation to any other entity that in any way conflicts with this Project and that it is free to enter into a contractual agreement with the Town. Consultant further warrants that it will not during the duration of the Project provide services to any entity that may in any way conflict with this Project. If Consultant has any questions or concerns regarding whether a prior or perspective engagement poses a conflict with this Project, they will bring it to the Town's attention immediately.

B. Anti-Lobbying Provision

During the period between proposal submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the Town Selectboard or Town staff except in the course of Town-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the Town.

This provision is not meant to preclude proposers from discussing other matters with Town Selectboard members or Town staff. This policy is intended to create a level playing field for all potential proposers, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Violation of this provision may result in rejection of the proposer's proposal.

C. Non-Discrimination Requirements

In addition to any other obligations set forth in the specifications, the Consultant shall not discriminate against any employee or applicant for employment because of sex, age, physical handicap, race, color, religion, ancestry, or national origin. Consultant shall take affirmative action to ensure that employees are treated during employment without regard to their age, sex, physical handicap, race, color, religion, ancestry, or national origin. Such affirmative action shall include, but not be limited to, the advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall post in a conspicuous place available to all employees and applicants for employment notices setting forth the provisions of this fair employment practices paragraph.

D. Compliance with Law

The Consultant shall familiarize itself with and perform the service required under this contract in conformity with requirements and standards of the Town, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and services may be affected by service under this contract. The Consultant shall also comply with all Federal, OSHA, state, and local laws and ordinances applicable to any of the service involved in this Contract. The Consultant shall indemnify and save harmless the Town against any claim arising from the violation of any such laws, ordinances and regulations whether by the Consultant or his employees.

E. Indemnification

The final Agreement will require the Consultant, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town and its officers, employees, agents, and representatives against third-party claims, damages, losses, liabilities, and expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, willful misconduct, or breach of the Agreement by the Consultant, its employees, subconsultants, or anyone for whom the Consultant is legally responsible. These obligations will survive completion or termination of the Agreement. The final Agreement may include additional indemnification terms.

F. Insurance Requirements

In order to enter into an Agreement, the selected consultant must meet the insurance requirements stated in the final Agreement and provide certificates and endorsements satisfactory to the Town.

G. Town Standard Form Contract

Consultants responding to this RFP shall be prepared to enter into the Town's final Agreement, including Attachment D when issued by addendum. Proposers shall identify any material exceptions in their proposals; failure to identify an exception will constitute acceptance of the applicable term for negotiation purposes.

H. Federal Grant and Procurement Requirements

The selected Consultant shall comply with all applicable federal, state, and local requirements associated with work funded in whole or in part by FEMA or other federal grant programs. For each authorized task order and any downstream procurement supported by the Consultant, the Consultant shall provide technical and administrative assistance with applicable contract provisions, certifications, and documentation. The Town retains all final decision-making and legal responsibility, and the Consultant shall not provide legal advice unless separately authorized and legally qualified.

At a minimum, the selected Consultant shall be prepared to comply with and/or assist the Town with applicable requirements related to: access to records; record retention; remedies; termination for cause and convenience; equal employment opportunity; Davis-Bacon and related labor standards when applicable to construction work; Contract Work Hours and Safety Standards Act when applicable; Clean Air Act and

Federal Water Pollution Control Act when applicable; debarment and suspension; Byrd Anti-Lobbying Amendment; procurement of recovered materials when applicable; domestic preference requirements when applicable; prohibition on covered telecommunications equipment or services; small and minority businesses, women's business enterprises, and labor surplus area firms; and any other provisions required under 2 CFR Part 200, Appendix II, FEMA program requirements, state requirements, or the specific funding source.

Attachment B summarizes the contract provisions in 2 C.F.R. part 200, Appendix II; it is not a substitute for the clauses required by the specific funding source. The final Agreement and authorized task orders will identify the provisions that apply. Final legal sufficiency remains subject to Town review.

Attachment A – Federal Forms (Use Only as Required by the RFP)

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

O.M.B NO. 1660-0025
Expires September 30, 2017

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, and submitting the form. This collection of information is required to obtain or retain benefits. You are not required to submit to this collection of information unless it displays a valid OMB control number. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street SW, Washington, DC 20472-3100, and Paperwork Reduction Project (1660-0025). **NOTE: Do not send your completed form to this address.**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

1. LOBBYING

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over $ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

☐ Standard Form-LLL "Disclosure of Lobbying Activities" attached
(This form must be attached to certification if non-appropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal ,State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

A. The applicant certifies that it will continue to provide a drug-free workplace by;

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the term of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring ion the workplace no later than five calendar days after such convictions;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or

(2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

☐ There are workplaces on file that are not identified

Sections 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a state wide certification.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

OMB Number: 4040-0007
Expiration Date: 06/30/2014

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
0348-0046

1. * Type of Federal Action:

- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:

- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:

- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

- [x] Prime
- [ ] SubAwardee

** Name*

** Street 1* | *Street 2*

** City* | *State* | *Zip*

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

7. * Federal Program Name/Description:

CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix | ** First Name* | *Middle Name*

** Last Name* | *Suffix*

** Street 1* | *Street 2*

** City* | *State* | *Zip*

b. Individual Performing Services (including address if different from No. 10a)

Prefix | ** First Name* | *Middle Name*

** Last Name* | *Suffix*

** Street 1* | *Street 2*

** City* | *State* | *Zip*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:** Completed on submission to Grants.gov

***Name:** *Prefix* | ** First Name* | *Middle Name*

** Last Name* | *Suffix*

Title: | **Telephone No.:** | **Date:** Completed on submission to Grants.gov

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

<u>Attachment B – Federal Contract Provisions</u>

Title 2 —Federal Financial Assistance
Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Authority: 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.

Source: 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Attachment C – VT Provisions for Contracts and Grants (Reference; Applicable Provisions Only)

Attachment C: Standard State Provisions for Contracts and Grants

Revised: February 13, 2026

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. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.
3. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. 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 regarding 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:**
    A. 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.
    B. 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.
    C. 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.
    D. 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:** During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: https://aoa.vermont.gov/Risk-Claims-COI.
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:** Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) 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. **Use and Protection of State Information:**

    A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").

    B. With respect to State Data, Party shall:

        i. take reasonable precautions for its protection;

        ii. not rent, sell, publish, share, or otherwise appropriate it; and

        iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.

    C. With respect to Confidential State Data, Party shall:

        i. strictly maintain its confidentiality;

        ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;

        iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;

        iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;

        v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and

vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.

D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:

i. industry-standard firewall protection;

ii. multi-factor authentication controls;

iii. encryption of electronic Confidential State Data while in transit and at rest;

iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;

v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;

vi. training to implement the information security measures; and

vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.

E. No Confidential 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 United States, except with the express written permission of the State.

F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.

G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives.

H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

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 this 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. **Nondiscrimination:**

    A. **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, and shall include this provision in all subcontracts for work performed in Vermont. 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.

    B. **IT Accessibility Standards:** Party acknowledges and agrees that any digital products, services, and content provided under this Agreement, whether supporting State programs or intended for the State's use, must adhere to the State's accessibility standards and guidelines as established by Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35) (hereinafter, for purposes of this subsection B, the “Rule”). The Rule requires communication and content on web platforms and mobile applications to meet or exceed specific success criteria and conformance requirements. The Rule applies to websites, software applications, electronic reports and output documentation, and training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), and other digital content. Information concerning the Rule and the State’s Universal Digital Accessibility resources are available on the [State’s Communications and Marketing Office website](https://cmo.vermont.gov) at: https://cmo.vermont.gov.

        i. Party warrants that the software, products, services, or subscriptions provided under this Agreement, whether supporting State programs or intended for the State's use (hereinafter, for purposes of this subsection B, “Products”) comply with the Rule and agrees to defend, indemnify, and hold harmless the State against any claims related to a Product’s non-compliance with the Rule.

        ii. When updates or upgrades are made to the Products available through this Agreement, the Party agrees:

a) to develop functionality that supports accessibility in conformance with the Rule and, if any issues arise due to nonconformance with the Rule, to provide alternative solutions upon request at no additional cost to the State; and

b) to document how the changes will impact or improve the Product's accessibility and usability. This documentation, upon request, must be provided to the State in advance of the update or upgrade, occurring within an agreed timeframe sufficient for the State to review the changes and either approve them or request a remediation plan from the Party.

iii. If agreed-upon updates fail to improve the Product's accessibility or usability as planned, such failure shall be a material breach of this Agreement.

15. **Offset:** The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. **Taxes Due to the State:** 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.

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, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. 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), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011).

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 ("Confidentiality and Protection of State Information"); 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. **Regulation of Hydrofluorocarbons:** Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

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: https://bgs.vermont.gov/purchasing-contracting/debarment.

23. **Conflict of Interest:**

    A. **Organizational Conflict of Interest (OCOI):** An OCOI arises when the Party as a business entity has an interest (for example, customers, partners, contracts) that could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of this Agreement.

    B. **Personal Conflict of Interest (PCOI):** A PCOI arises when an interest held by an agent or employee of the Party could undermine, or reasonably be perceived to undermine, the faithful and unbiased performance of this Agreement.

    C. **Requirements:** Party shall not have PCOIs or OCOI's with respect to this Agreement nor with respect to any other agreement(s) it may hold with the State. To ensure that PCOIs and OCOIs do not exist, the Party shall:

        i. Conduct an internal review of its current affiliations and activities and employees and agents and identify actual, potential, or reasonably perceived PCOIs or OCOIs relative to this Agreement.

ii. Maintain effective oversight to verify compliance with PCOI and OCOI prohibitions.

iii. Prevent PCOIs, including not assigning or allowing an employee to perform any role or task under this Agreement for which the Party has identified a PCOI.

iv. Inform employees and agents of their obligation to disclose PCOIs and to comply with the confidentiality provisions and any non-disclosure agreement required by this Agreement.

v. Make an immediate and full disclosure, in writing, to the State point of contact for this Agreement of any actual or potential PCOI or OCOI or the existence of any facts that may cause a reasonably prudent person to perceive a PCOI or OCOI with respect to this Agreement.

D. **Remedies:**

i. In the event the State determines that a PCOI or OCOI exists, the State will discuss the matter with the Party to determine whether the PCOI or OCOI can be mitigated to the State's satisfaction.

ii. If the State does not deem mitigation practicable, the State may terminate all or a portion of this Agreement for default or pursue such other remedies as may be permitted by law or this Agreement.

iii. If Party fails to disclose facts pertaining to the existence of a potential or actual PCOI or misrepresents relevant information to the State, the State may terminate this Agreement for default or pursue such other remedies as may be permitted by law or this Agreement.

24. **Vermont Public Records Act:** Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information 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 lockouts) ("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 use the State's logo or otherwise 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 this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement 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 Agreement immediately, and the State shall have no obligation to pay Party 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 Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends $1,000,000 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.

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 $1,000, 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 State Provisions)

Attachment D – Town of Hardwick Standard Agreement [TO BE ISSUED BY ADDENDUM BEFORE THE PROPOSAL DEADLINE]

Note: Attachments A, B, and C are included for reference and apply only to the extent expressly incorporated into the final Agreement. Attachment C is written for State of Vermont agreements; only provisions applicable to the Town's contract or required as flow-down terms will be incorporated.