

REQUEST FOR PROPOSALS (RFP) Addendum 1 (09.18.2026) – Town of Hardwick, VT

WASTEWATER FACILITY RECONSTRUCTION ENGINEERING SERVICES

List of questions submitted to the Town of Hardwick in regards to the above RFP

Question: We understand that the Town has set a page limit of 21 pages for this RFQ. However, if the consultant did not use the maximum allotted pages for a specific section, could we allocate the extra pages to a different section? For example, if we used only 1 page of the 2 pages allocated for References, could we use that extra page in the Understanding, given that we still adhere to the 21-page limit?

Answer: The only two sections we will allow a deviation from are the “Introductory letter” and “References” sections; we will allow one page for those two sections, and the remaining pages can be used in any of the other sections.

Question: Would the Town be willing to exclude the rate sheet from the page count, to allow 1 page devoted to explanation of quality control procedures?

Answer: The rate sheet can be included as an appendix

Question: Are proposals being accepted by both hand delivery and email? If email submission is accepted, could you please provide the email address to which proposals should be submitted?

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

The physical address: 20 Church Street, Hardwick, VT (Basement Office)

The Mailing address: PO Box 523, Hardwick, VT 05843

Note 1: Attachment D’s “Town of Hardwick Standard Agreement” is included as indicated in the RFP as a part of this Addendum. It is accordingly incorporated into the RFP. See attached.

Note 2: As was offered via the State Bid Registry solicitation posted on 8/19/2026 (see <https://www.vermontbusinessregistry.com/BidPreview.aspx?BidID=75074>), a “Site Visit” can be requested and scheduled with the Town manager prior to the deadline to any interested engineer. Please contact the Town Manager in advance at david.upson@hardwickvt.gov or by phone at (802) 472-6120 to schedule. Site visits are optional and will be used solely for data gathering purposes to aid potential proposers to better understand Hardwick’s unique wastewater facility to respond to the RFP.

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Town of Hardwick
20 Church Street
Hardwick, VT 05843

STANDARD CONTRACT FOR SERVICES

1. *Parties.* This is a contract for services between the Town of Hardwick, Vermont, (hereafter called "Town"), and _____ with their principal place of business in _____, Vermont (hereafter called "Contractor"). The Contractor is responsible for complying with all applicable federal and State tax requirements related to the performance of this Agreement.

2. *Subject Matter.* The subject of this contract is _____. Detailed services to be provided by the Contractor are described in Attachment A.

3. *Maximum Amount.* In consideration of the services to be performed by Contractor, the Town agrees to pay in accordance with the attached payment schedule and the payment provisions specified in Attachment B. The total sum is not to exceed \$_____ [Written Out in dollars].

4. *Contract Term.* Begins _____ and ends _____. Work is to be completed during this time frame.

5. *Amendment.* This agreement represents the entire agreement between the parties; No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the Town and Contractor.

6. *Cancellation.* This contract may be canceled by the Town by giving written notice at least one week in advance.

7. *Attachments.* This contract consists of the following attachments which are incorporated herein:

Attachment A - Specification of Work to be performed

Attachment B - Payment Provisions

Attachment C – Standard Town Provisions for Contracts

This Agreement may be funded in whole or in part by State or Federal grant funds. The Contractor agrees to comply with all applicable State and Federal requirements associated with such funding, including but not limited to applicable provisions of 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and all program-specific requirements of the funding source.

Attachment D – State of Vermont Required Provisions

8. *Order of Precedence.* Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment D (State of Vermont Required Provisions)
- (3) Attachment C (Standard Contract Provisions)
- (4) Attachment A (Scope of Work)
- (5) Attachment B (Payment Provisions)

9. *Subcontracts.* In accordance with Vermont Agency of Administration Bulletin 3.5, the Contractor may not assign, subcontract, or sub-grant the performance of this Contract or any portion thereof to any other subcontractor without the prior written approval of the Town. If subcontracting is approved by the Town, the Contractor remains responsible and liable to the Town for all acts or omissions of subcontractors and any other person performing work under the Contract. When a contract involves subcontracting (sub-agreement), the Contractor is encouraged to follow a fair and open award process and create clear and thorough subcontracts to enable the Contractor to properly monitor the performance and compliance of the subcontractor(s). The Contractor shall include the applicable provisions of this Agreement, including Attachments D and E, in any approved subcontracts.

10. *Interpretation:* This contract shall be interpreted according to the laws of the State of Vermont.

11. *Counterparts:* This contract shall be executed in two counterparts, with each party hereto retaining a fully executed original.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

By the Town of Hardwick, Vermont:

Date: _____

Signature: _____

Name: David Upson

Title: Town Manager

Contractor: _____

Date: _____

Signature: _____

Name: _____

Title: _____

ATTACHMENT A

SCOPE OF SERVICES, PROJECT BUDGET, AND PROJECT SCHEDULE

Lamoille River Confluence Floodplain Restoration and Flood Mitigation Project Town of Hardwick, Vermont

1. Project Overview

The Consultant shall provide professional engineering, surveying, hydraulic modeling, geomorphic analysis, permitting support, bid assistance, construction-phase services, and post-construction monitoring services necessary to advance the Lamoille River Confluence Floodplain Restoration and Flood Mitigation Project in Hardwick, Vermont.

The project area is located along the Lamoille River between the Cottage Street Bridge and the Lamoille Valley Rail Trail Bridge and includes floodplain restoration, bank stabilization, floodplain excavation, river corridor improvements, permitting, construction support, and associated infrastructure protection measures.

The purpose of the project is to restore floodplain connectivity, improve flood storage capacity, reduce erosion hazards, improve river function, protect public infrastructure, and increase long-term community resilience.

2. Scope of Services

The Consultant shall perform the services described in the SLR International Corporation Scope of Work and Fee Proposal dated April 9, 2026, attached hereto as Attachment B and incorporated herein by reference.

The following modifications shall apply to the Scope of Work:

A. Environmental Review Coordination

Environmental review services, including environmental assessment preparation, environmental review record preparation, and associated federal environmental compliance documentation,

shall be performed by the Town's environmental review consultant. The Consultant shall coordinate with the environmental review consultant as necessary to support project design, permitting, and implementation activities.

B. Additional Modifications

Additional modifications to the Scope of Work may be incorporated by mutual written agreement of the parties.

3. Compensation

Compensation shall be in accordance with the Consultant's fee proposal included as Attachment B.

The total compensation authorized under this Agreement shall not exceed \$213,845 unless modified through a written amendment approved by the Town.

Optional VTrans Hydraulic Analysis services require separate written authorization by the Town.

4. Project Schedule

The Consultant shall complete the work generally in accordance with the schedule contained within Attachment B and any subsequently approved project schedule.

5. Federal Compliance Requirements

The Consultant shall comply with all applicable federal, state, and local requirements associated with HUD Community Development Block Grant – Disaster Recovery (CDBG-DR) funding, including environmental review requirements, procurement standards, recordkeeping requirements, reporting requirements, and applicable provisions of 2 CFR Part 200.

The Consultant shall provide all documentation reasonably necessary to support grant compliance and project closeout.

Re: RFP No:

ATTACHMENT B: PAYMENT PROVISIONS

Invoices shall be submitted to the Town of Hardwick, Town Manager's Office in care of Casey Rowell, Finance Director. Invoices should be submitted via email invoice@hardwickvt.gov to the Town for completion of work items as listed below:

Invoices are to be submitted monthly within 15 days following the end of the month the work is performed and paid Net 30, with total not to exceed contract amount. Invoices will be paid bi-weekly on Thursdays on the next scheduled accounts payable processing date

Final payment will be made upon review of work by the Town and after final approval of work completion and quality by the Town.

ATTACHMENT C: STANDARD TOWN PROVISIONS FOR CONTRACTS

1. Entire Agreement: This Agreement represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. Applicable Law: This Agreement will be governed by the laws of the State of Vermont.
3. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, with whom

the Town of Hardwick is executing this Agreement and consistent with the form of the Agreement.

4. No Employee Benefits for Party: The Party understands that the Town 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 Town employees, nor will the Town 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 Town of Hardwick to the Internal Revenue Service and the Vermont Department of Taxes.

5. Independence, Liability: The Party will act in an independent capacity and not as officers or employees of the Town. The Party shall indemnify the Town and its officers and employees against all claims or suits arising in whole or in part from any negligent act or omission of the Party or of any agent of the Party. The Town shall notify the Party in writing in the event of any such claim or suit. After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Caledonia Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party. The Party shall indemnify the Town and its officers and employees if the Town, its officers or employees become legally obligated to pay any damages or losses arising from any negligent act or omission of the Party.

6. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the Town through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are sole minimums that have been established to protect the interests of the Town.

Worker's Compensation:

With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage

Premises - Operations:

With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form, and limits shall not be less than:

\$1,000,000 per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

The Party shall include the Town of Hardwick, Vermont and its officers and employees as additional insureds on a primary and non-contributory basis for liability arising out of the work performed under this Agreement and shall provide a certificate of insurance evidencing such coverage prior to commencement of work.

Automotive Liability:

The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$500,000 combined single limit.

7. Reliance by the Town on Representations: All payments by the Town under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

[End of standard provisions]

ATTACHMENT D: STATE OF VERMONT REQUIRED PROVISIONS (PASS-THROUGH)

This contract is funded in part with State of Vermont grant funds. The following provisions are included to comply with applicable State funding requirements and shall apply to this Agreement as required by those funding requirements.

- 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](https://aoa.vermont.gov/Risk-Claims-COI) 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](https://bgs.vermont.gov/purchasing-contracting/debarment) 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 more than \$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 State provisions]