

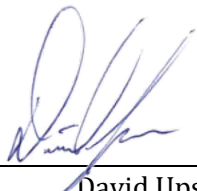
# REQUEST FOR PROPOSALS

Notice is hereby given that **proposals** will be received by the Town of Hardwick of Vermont, for furnishing the following service:

## DISASTER RECOVERY AND MITIGATION TECHNICAL ASSISTANCE

In strict accordance with the specifications on file in the office of the Hardwick Town Manager. Copies of specifications and bid documents may be obtained from the Town of Hardwick by requesting them from the Town Manager or by visiting the town's website [hardwickvt.gov](http://hardwickvt.gov)

Proposals must be submitted to the Hardwick Town Manger's Office no later **12:00 p.m. on November 20, 2026**, at which time they will be publicly opened in the Town Manager's Office. Facsimile bids will not be accepted. Any proposer may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the Town of Hardwick Select Board for appropriate action. The Town of Hardwick reserves the right to reject any or all proposals as the best interests of the Town of Hardwick may dictate.

By:   
David Upson  
Hardwick Town Manager

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# **REQUEST FOR PROPOSALS**

For

## **DISASTER RECOVERY AND MITIGATION TECHNICAL ASSISTANCE**

**RFP**

**Release Date: October 29, 2026**

**Town of Hardwick**

**Town Manager's Office**

**20 Church Street,**

**Hardwick, VT**

**[david.upson@hardwickvt.gov](mailto:david.upson@hardwickvt.gov)**

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# **DISASTER RECOVERY AND MITIGATION TECHNICAL ASSISTANCE**

## **REQUEST SUMMARY**

The Town of Hardwick is soliciting proposals from qualified firms to provide on-call disaster recovery, mitigation, and grant management technical assistance for current and future disasters. This Request for Proposals (RFP) seeks to establish a master services agreement with one qualified consultant or consultant team to support FEMA Public Assistance (PA), FEMA Hazard Mitigation Assistance (HMA), and related federal, state, and other recovery or resilience funding programs, as requested by the Town of Hardwick. Services may include project formulation, eligibility strategy, damage and cost documentation, cost and schedule development, engineering coordination and review, FEMA Grants Portal support, reimbursement support, procurement and compliance guidance, hazard mitigation application support, benefit-cost analysis support, appeals, closeout, and related task-order assignments. This RFP will result in one or more master services agreement(s) between the selected Consultant(s) and the Town of Hardwick for an initial three-year term, with two optional one-year extensions. The Town of Hardwick does not guarantee the selected Consultant(s) any minimum fee, task order, or volume of work. Following execution of the master services agreement, the Town of Hardwick may negotiate specific scopes of work, schedules, deliverables, and not-to-exceed budgets through individual task orders.

## **INTRODUCTION**

### **A. Community Profile**

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.

### **B. Background**

The Town of Hardwick has experienced severe and repeated flooding events to include two federally declared disasters the July 2023 flooding event associated with FEMA DR-4720-VT & July 2024 flooding event associated with FEMA DR-4810-VT. Disaster events have resulted in emergency response, debris removal, stabilization, facility repair, infrastructure recovery, and mitigation needs across Town of Hardwick. In addition, the Town of Hardwick expects to face additional future disasters. The Town of Hardwick seeks qualified technical assistance to help identify, pursue, and manage existing eligible existing and future federal and state funding, protect reimbursement, maintain audit-ready records, and advance resilient recovery and mitigation projects in compliance with FEMA and other applicable funding requirements.

### **C. General RFP Submittal Information**

The Town of Hardwick's designated staff will evaluate proposals received. All proposals will be compared on the basis of understanding the scope of work, proposed methods and procedures,

management approach, personnel qualifications and availability, relevant experience, ability to support FEMA and other disaster recovery grant requirements, and consultation and coordination with the Town of Hardwick. Firms are invited to submit a proposal for services which addresses the required information listed in this RFP. Proposals shall be signed by an employee or officer authorized to commit the Consultant to a contract with the Town of Hardwick.

During the review process, the Town of Hardwick reserves the right, where it may serve the Town of Hardwick's best interest, to request additional information or clarification from those that submit a proposal, or allow corrections of errors or omissions. Any and all changes in the RFP will be made by written addendum, which shall be posted to the Town of Hardwick's website. We encourage Proposers to check the RFP Posting site periodically for addendums.

This solicitation in no way obligates the Town of Hardwick to award a contract for the services described herein, nor will the Town of Hardwick assume any liability for the costs incurred in the preparation and transmittal of proposals in response to this solicitation. There is no expressed or implied obligation for the Town of Hardwick to reimburse responding Proposers for any expense incurred in the preparation of proposals in response to this request. All proposals submitted to the Town of Hardwick shall become properties of the Town of Hardwick and will not be returned. Submission of a proposal indicates the Proposer's acceptance of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town of Hardwick and the Proposer(s) selected.

The Town of Hardwick reserves the right to reject any or all proposals, in whole or part, re-issue the RFP, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the Town of Hardwick. In this regard, the Town of Hardwick may consider demonstrated quality of work, responsiveness, professional qualifications, assigned personnel, references, and proposed fees when evaluating.

To be considered, proposers must submit one original and one electronic, and three copies of the proposal with the title "Disaster Recovery and Mitigation Technical Assistance" by 12:00 p.m. on November 20, 2026 to:

### **20 Church Street, Hardwick, VT (Basement Office)**

Proposal packages received after the deadline will be returned as non-responsive. Faxed or emailed proposals will not be accepted. The Town of Hardwick shall not be responsible for proposals delivered to a person/location other than that specified above.

#### **D. RFP Questions/Requests for Information**

All questions shall be in written form directed to The Hardwick Town Manager, David Upson, in writing via email at [david.upson@hardwickvt.gov](mailto:david.upson@hardwickvt.gov) by 3:00 P.M. on November 12, 2026. All firms sending questions will receive responses to all questions and any other addenda that may be released by COB on Monday, November 16, 2026.

#### **E. Schedule**

The Town of Hardwick reserves the right to make changes to the below schedule, but plans to adhere to the implementation of this bid process as follows:

|                                   |            |
|-----------------------------------|------------|
| RFP Release Date:                 | 10/29/2016 |
| Deadline for Receiving Questions: | 11/12/2026 |

|                                             |                          |
|---------------------------------------------|--------------------------|
| Response to Questions Posted:               | 11/16/2026               |
| Proposals Due:                              | 11/20/2026               |
| Town of Hardwick Review of Proposals        | 11/21/2026-12/4/2026     |
| Interviews, if needed                       | 11/23/2026-12/02/2026    |
| Contract Award                              | 12/5/2026                |
| Signed Contract / Master Services Agreement | No later than 12/31/2026 |
| Consultant Available to Begin Work          | 01/01/2027               |

## **SCOPE OF SERVICES**

The following is a proposed scope of services for on-call disaster recovery, mitigation, and grant management technical assistance. The Town of Hardwick may authorize some or all services through individual task orders. Each task order will identify the work to be performed, deliverables, schedule, staffing assumptions, and not-to-exceed budget.

### **F. Program Management and Town of Hardwick Coordination**

1. Provide on-call technical assistance to the Town of Hardwick related to current and future disaster recovery, mitigation, and resilience funding programs.
2. Participate in kickoff meetings, recurring coordination meetings, project status meetings, and meetings with FEMA, the State of Vermont, Vermont Emergency Management, and other funding or regulatory agencies, as requested.
3. Develop work plans, task order scopes, schedules, staffing plans, status reports, and action trackers for authorized assignments.
4. Coordinate with Town of Hardwick departments, consultants, engineers, contractors, insurance representatives, and funding agency representatives to support eligible, reimbursable, and compliant recovery work.

### **G. FEMA Public Assistance Grant Management**

1. Support FEMA Public Assistance project formulation, damage inventory development, project worksheet development, eligibility strategy, scope of work development, cost estimating, documentation, and obligation support.
2. Assist the Town of Hardwick with FEMA Grants Portal and/or other required systems, including document upload, correspondence tracking, project status monitoring, and development of project files.
3. Review damages, scopes, estimates, invoices, force account labor, force account equipment, materials, contracts, procurement records, insurance information, environmental and historic preservation information, and other documentation needed to support reimbursement.
4. Assist with FEMA policy interpretation, eligibility questions, requests for information, damage descriptions and dimensions, hazard mitigation opportunities under Section 406, improved or alternate project considerations, time extension requests, version requests, and closeout packages.
5. Support the Town of Hardwick in preparing for and responding to monitoring, audits, state or FEMA documentation requests, and closeout reviews.

### **H. Hazard Mitigation and Resilience Funding Support**

1. Identify and evaluate potential hazard mitigation and resilience funding opportunities, including FEMA HMA programs such as HMGP, BRIC, FMA, and PDMC, as well as other federal, state, or philanthropic funding sources that may be

- applicable to Town of Hardwick recovery and mitigation priorities.
2. Assist with development of hazard mitigation concepts, eligibility reviews, scopes of work, schedules, budgets, benefit-cost analysis inputs, alternatives analysis, engineering coordination, and application narratives.
  3. Support coordination between FEMA PA repair/replacement work and mitigation funding opportunities to maximize recovery outcomes while maintaining funding compliance.
  4. Assist with environmental and historic preservation documentation, permits, and agency coordination associated with recovery or mitigation funding applications, as requested.
  5. Assist with grant management, technical monitoring (including site visits, as requested), financial reimbursements, procurement support, and closeout documentation for hazard mitigation and resilience funding grants received.

#### **I. Financial, Reimbursement, and Compliance Support**

1. Assist the Town of Hardwick in developing and maintaining audit-ready files, reimbursement packages, cost tracking tools, source documentation, and financial reconciliation processes.
2. Provide guidance on federal and state grant compliance requirements, including procurement documentation, cost reasonableness, duplication of benefits, insurance reductions, record retention, and applicable contract provisions.
3. Support development or review of procurement documents, bid packages, contract language, and grant-funded procurement procedures for consistency with Town of Hardwick requirements and applicable federal procurement standards.
4. Assist with preparation of appeals, arbitration support materials, reconsideration requests, or other funding dispute documentation, if requested.

#### **J. Disaster Readiness and Future Event Support**

1. Advise the Town of Hardwick on documentation practices, procurement readiness, project file organization, and other steps that can improve the Town of Hardwick's ability to receive and retain federal and state disaster assistance following future events.
2. Provide staff training or templates related to FEMA documentation, Grants Portal use, cost tracking, procurement compliance, or disaster recovery project management, as requested by the Town of Hardwick.
3. Support rapid post-event damage documentation, eligibility screening, applicant briefing preparation, and funding strategy immediately following future disasters, subject to task order authorization.
4. Be available to support the Town of Hardwick through the initial recovery process to include pre-declaration guidance, Emergency Operations Center (EOC) recovery technical assistance and staffing support, Initial and Preliminary Damage Assessment (IDA/PDA) support, and FEMA Joint Field Office (JFO) operation support.

#### **K. Staff Augmentation, Technical Advisory Support, and Meeting Participation**

The Consultant may be requested to provide staff augmentation and technical advisory support to assist the Town of Hardwick with disaster recovery, FEMA Public Assistance, Hazard Mitigation Assistance, and related federal or state recovery and mitigation programs. Services may include participation in meetings, calls, site visits, applicant briefings, recovery scoping meetings, FEMA/state/other federal agency coordination meetings, internal Town of Hardwick strategy sessions, and other technical discussions where the Consultant's role is to

advise, interpret program requirements, identify issues, support decision-making, or provide subject matter expertise.

## **L. Deliverables**

Deliverables may include, but are not limited to, written work plans; task order scopes; meeting agendas and summaries; documentation checklists; project worksheets or project worksheet inputs; eligibility memoranda; FEMA Grants Portal documentation; reimbursement packages; cost estimates; BCA support materials; grant applications; procurement or contract compliance reviews; appeals or closeout packages; training materials; and monthly progress reports. For advisory support, meeting participation, and similar technical assistance tasks, the deliverable may consist of attendance, participation, verbal guidance, and invoice-level documentation of services performed.

## **M. Task order Process**

Following execution of the master services agreement, the Town of Hardwick may request written task order proposals for specific assignments. Each task order shall include a scope of services, deliverables, schedule, key personnel, assumptions, and a not-to-exceed fee. The Town of Hardwick reserves the right to negotiate all task orders and no work shall proceed until authorized in writing by the Town of Hardwick.

# **PROPOSAL REQUIREMENTS**

Proposals shall be organized in a clear and concise manner. Proposals should provide sufficient information for the Town of Hardwick to evaluate the proposer's qualifications, relevant experience, technical approach, staffing, availability, cost structure, and ability to comply with applicable federal grant requirements. Proposals shall include the following minimum information:

### **A. Cover Letter / Executive Summary.**

Include an executive summary, statement of understanding, firm name and address, year established, type of organization, and authorized representative. Proposer must also include understands that the project will be funded by FEMA and that all local, state, and federal rules will be strictly followed.

### **B. Firm Qualifications and Relevant Experience.**

Describe the firm's qualifications for FEMA PA, FEMA HMA, disaster recovery, mitigation, grant management, federal procurement compliance, reimbursement support, and closeout. Identify experience with municipal clients and disaster-affected communities. Provide at least three (3) and up to five (5) relevant project examples completed or active within the past five (5) years, with client references.

### **C. Project Team and Personnel.**

Provide an organizational chart, roles and responsibilities, short resumes for key personnel, staff availability, and identification of any subcontractors. Identify personnel with experience in FEMA Public Assistance, Hazard Mitigation Assistance, benefit-cost analysis, environmental and historic preservation, grant financial management, procurement compliance, appeals, and closeout.

#### **D. Project Understanding and Technical Approach.**

Describe the proposer's understanding of the Town of Hardwick's current and potential disaster recovery needs, approach to task-order management, process for protecting reimbursement, tools for documentation and cost tracking, approach to coordination with Town of Hardwick staff and funding agencies, and strategies for cost control, schedule adherence, and efficient management of multiple assignments.

#### **E. Work Plan and Availability.**

Describe the project management approach and how the proposer would initiate work under the master services agreement, respond to urgent post-disaster needs, staff multiple task orders, and maintain continuity of service.

#### **F. Required Certifications and Forms.**

- Execute return the forms included in **Attachment A** with submission:
  - FEMA Form 112-0-3C: Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements;
  - SF 424B: Assurances; Non-Construction Programs
  - OMB Form 0348-0046: Disclosure of Lobby Activities
  - Non-Collusion Affidavit
- Include the following forms with submission:
  - W-9
  - proof of insurance demonstrating required coverage
  - any other forms required by the Town of Hardwick.

#### **G. Cost Proposal / Rate Sheet**

Submit a complete rate sheet with fully loaded hourly rates for all labor categories proposed for use under the initial three-year contract term master services agreement, proposed escalation assumptions if any, reimbursable expense assumptions, and any subcontractor rates or markups. Any escalation shall be subject to Town of Hardwick approval and incorporated only if the Town of Hardwick exercises an extension option. The Town of Hardwick may require task-order-specific cost proposals and cost/price analysis before authorizing work.

### **EVALUATION PROCESS**

Proposals will be evaluated based on the Consultant's ability to provide services that meet the requirements of this RFP. The Town of Hardwick may request interviews, presentations, clarifications, references, or additional information. The Town of Hardwick may negotiate scope, staffing, rates, terms, and task-order procedures with the selected proposer. The Town of Hardwick reserves the right to reject any or all proposals, waive informalities, cancel or reissue the RFP, and award a contract or contracts in the best interest of the Town of Hardwick.

Proposals will be evaluated on the following criteria:

1. Relevant Disaster Recovery, Mitigation, and Grant Management Experience - **25 points.** Experience with FEMA PA, FEMA HMA, disaster recovery grant management, municipal

recovery operations, reimbursement documentation, appeals, closeout, and federal/state grant compliance.

2. Qualifications and Availability of Proposed Personnel - **25 points**. Qualifications, depth, availability, and role clarity for key staff and subcontractors, including demonstrated FEMA, mitigation, BCA, EHP, financial management, procurement, and project management expertise.
3. Technical Approach and Methodology - **25 points**. Understanding of the Town of Hardwick's needs, quality of proposed task-order approach, documentation and reimbursement controls, grant compliance approach, coordination strategy, methods for managing schedules, budgets, and deliverables.
4. Cost Proposal / Rate Sheet - **15 points**. Reasonableness and competitiveness of fully loaded hourly rates, transparency of rate structure, cost control practices, and suitability of proposed labor mix.
5. Minority & Woman Owned Small Business Enterprise (MBE/WBE/WOSB) Participation - **5 points**. Contracts funded through federal grants require proactive measures to include WBE/MBE/WOSB businesses. Proposals that are submitted by or include registered qualified entities will be awarded one point for each 5% of overall fee committed to qualified firms. To qualify firms must include proof of state or federal certification with their proposal.

## **LEGAL STATEMENTS**

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

### **Prohibited Interests**

Consultant agrees that, for the term of this Contract no member, officer, or employee of the Town of Hardwick, 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 of Hardwick'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 of Hardwick'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 of Hardwick, 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 of Hardwick. 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 of Hardwick's attention immediately.

### **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 of Hardwick Select Board or Town of Hardwick staff except in the course of Town of Hardwick-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the Town of Hardwick.

This provision is not meant to preclude proposers from discussing other matters with Town of Hardwick Select Board members or Town of Hardwick 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.

#### 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. Consultants 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.

#### 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 of Hardwick, 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 services involved in this Contract. The Consultant shall indemnify and save harmless the Town of Hardwick against any claim arising from the violation of any such laws, ordinances and regulations whether by the Consultant or his employees.

#### Indemnification

For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in Vermont Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such findings shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of Vermont Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for Town of Hardwick under this Indemnity Agreement that is permitted by law shall be provided by Consultant.

#### Indemnification for Design Professional Services Claims:

Consultant shall indemnify, defend and hold harmless the Town of Hardwick, members of its Select Board, its boards and commissions, officers, agents, and employees (hereinafter, "Indemnitees") against any claims that arise out of, or pertain to, or relate to the negligence,

recklessness, or willful misconduct of the Consultant, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of Town of Hardwick, or defect in a design furnished by Town of Hardwick.

#### Insurance Requirements

In order to enter into a contractual agreement with the Town of Hardwick, all bidders must meet the insurance requirements set forth in the Town of Hardwick's Standard Form Contract, which is included as Attachment D to this RFP.

#### Town of Hardwick Standard Form Contract

Consultants responding to this RFP shall be prepared to enter into the Town of Hardwick's Contract included as Attachment D to this RFP. Consultants shall include a statement in their proposal indicating they will be able to enter into the Standard Form Contract.

#### 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. The Consultant shall assist the Town of Hardwick in identifying which federal contract provisions, certifications, and documentation requirements apply to each authorized task order and to any downstream procurements supported by the Consultant.

At a minimum, the selected Consultant shall be prepared to comply with and/or assist the Town of Hardwick 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.

The Town of Hardwick has attached the applicable FEMA contract provisions guide (See Attachment B), template, or Town of Hardwick-approved federal terms to the final solicitation and/or resulting agreement. The selected Consultant shall not provide legal advice unless expressly authorized and qualified to do so; final legal sufficiency of procurement and contract documents shall remain subject to Town of Hardwick review.

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**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 |
|                                             |                |

## 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                                                                   |
| <div style="border: 1px solid black; height: 40px; width: 100%;"></div> | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| APPLICANT ORGANIZATION                                                  | DATE SUBMITTED                                                          |
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# DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB  
0348-0046

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                              |                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. * Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input checked="" type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>2. * Status of Federal Action:</b><br><input type="checkbox"/> a. bid/offer/application<br><input checked="" type="checkbox"/> b. initial award<br><input type="checkbox"/> c. post-award | <b>3. * Report Type:</b><br><input checked="" type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change                                    |
| <b>4. Name and Address of Reporting Entity:</b><br><input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee<br>* Name <input style="width:350px;" type="text"/><br>* Street 1 <input style="width:300px;" type="text"/> Street 2 <input style="width:300px;" type="text"/><br>* City <input style="width:150px;" type="text"/> State <input style="width:150px;" type="text"/> Zip <input style="width:50px;" type="text"/><br>Congressional District, if known: <input style="width:150px;" type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                              |                                                                                                                                                                     |
| <b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b><br><br><br><br><br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                              |                                                                                                                                                                     |
| <b>6. * Federal Department/Agency:</b><br><input style="width:350px;" type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                              | <b>7. * Federal Program Name/Description:</b><br><input style="width:350px;" type="text"/><br>CFDA Number, if applicable: <input style="width:150px;" type="text"/> |
| <b>8. Federal Action Number, if known:</b><br><input style="width:350px;" type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                              | <b>9. Award Amount, if known:</b><br>\$ <input style="width:150px;" type="text"/>                                                                                   |
| <b>10. a. Name and Address of Lobbying Registrant:</b><br>Prefix <input style="width:50px;" type="text"/> * First Name <input style="width:150px;" type="text"/> Middle Name <input style="width:150px;" type="text"/><br>* Last Name <input style="width:250px;" type="text"/> Suffix <input style="width:50px;" type="text"/><br>* Street 1 <input style="width:150px;" type="text"/> Street 2 <input style="width:200px;" type="text"/><br>* City <input style="width:100px;" type="text"/> State <input style="width:100px;" type="text"/> Zip <input style="width:50px;" type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                              |                                                                                                                                                                     |
| <b>b. Individual Performing Services</b> (including address if different from No. 10a)<br>Prefix <input style="width:50px;" type="text"/> * First Name <input style="width:150px;" type="text"/> Middle Name <input style="width:150px;" type="text"/><br>* Last Name <input style="width:250px;" type="text"/> Suffix <input style="width:50px;" type="text"/><br>* Street 1 <input style="width:150px;" type="text"/> Street 2 <input style="width:200px;" type="text"/><br>* City <input style="width:100px;" type="text"/> State <input style="width:100px;" type="text"/> Zip <input style="width:50px;" type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                              |                                                                                                                                                                     |
| <b>11.</b> 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.<br><br>* Signature: <input style="width:200px;" type="text"/> Completed on submission to Grants.gov<br>*Name:    Prefix <input style="width:50px;" type="text"/> * First Name <input style="width:150px;" type="text"/> Middle Name <input style="width:150px;" type="text"/><br>* Last Name <input style="width:250px;" type="text"/> Suffix <input style="width:50px;" type="text"/><br>Title: <input style="width:150px;" type="text"/> Telephone No.: <input style="width:150px;" type="text"/> Date: <input style="width:200px;" type="text"/> Completed on submission to Grants.gov |                                                                                                                                                                                              |                                                                                                                                                                     |
| <b>Federal Use Only:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                              | Authorized for Local Reproduction<br>Standard Form - LLL (Rev. 7-97)                                                                                                |

**Attachment B – Federal Contract Provisions**

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This content is from the eCFR and is authoritative but unofficial.

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## 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](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](https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives) 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 OCOIs 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.**