

PRE-QUALIFICATION APPLICATION FOR  
WORKING LANDS ENTERPRISE INITIATIVE  
SERVICE PROVIDER VENDORS

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October 31, 2017

For questions regarding the pre-qualification requirements for service provider vendors to contract with the Working Lands Enterprise Initiative, please contact:

Noelle Sevoian, Working Lands Enterprise Initiative Program Manager  
State of Vermont, Agency of Agriculture - Development Division  
116 State Street  
Montpelier, VT 05620  
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## Pre-qualification Application for Service Providers

### Application Process and Submittal Checklist

For complete policies and procedures concerning pre-qualification of Service Providers, please see Appendix A. In brief, pre-qualification of Service Providers allows the Agency of Agriculture to ensure a consistent level of quality and provides a mechanism for proper partnership and oversight in relation to service providers delivering fundamental assistance to working lands businesses throughout the state.

In order to become a pre-qualified service provider vendor for the state of Vermont, you must submit a complete application in our Grants Management System at <https://www.agriculturegrants.vermont.gov>. Emailed or mailed copies of this application and/or any attachments will not be accepted.

**The following checklist is for your records for your Service Provider Pre-Qualified Vendor Application to verify you have provided all the required information:**

- SIGNED SIGNATURE PAGE [page 5].
- APPLICATION QUESTIONNAIRE [pages 6-7].
- PROJECT REFERENCES [page 8-11] including attachments.
- SIGNED ACKNOWLEDGEMENT OF THE STATE'S STANDARD CONTRACT PROVISIONS [See Appendix B, page 27].
- IN GOOD STANDING FROM THE VERMONT DEPARTMENT OF TAXES. **Working lands service provider vendors who wish to be prequalified must be in good standing with the Vermont Department of Taxes.** Service providers do not need to submit documentation toward this requirement, but, we will verify with the Vermont Department of Taxes.

### **Application Submission**

In order to become a pre-qualified service provider vendor for the Agency of Agriculture, you must submit a complete application in the Grants Management System at <https://www.agriculturegrants.vermont.gov>. You must submit an application in the grants management system for pre-qualification between October 31<sup>st</sup> and December 8<sup>th</sup> 2017 in order to be considered for any contractual RFPs for FY2018. FY18 Pre-qualification status is approved for a two-year term.

## Pre-qualification Application for Service Provider Contracts at the Agency of Agriculture

### Signature Page

PLEASE NOTE: The contact information provided below will be made available to the Working Lands Enterprise Initiative.

Organization Name: [Click here to enter text.](#)

Business/Organization Type (LLC, 501(c)(3), etc.)

Mailing Address: [Click here to enter text.](#)

Physical Address:  check here if same as above

[Click here to enter text.](#)

Website: [Click here to enter text.](#)

Fax Number: [Click here to enter text.](#)

Authorized Signatory/Contact name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Telephone Number: [Click here to enter text.](#)

E-mail Address: [Click here to enter text.](#)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The signatory of this application guarantees the truth and accuracy of all statements and all answers made here.

## Pre-qualification Application for Service Providers

### Questionnaire

If additional space is needed, you may use attachments to provide more information.

1. How many years has your organization under its current name been in operation? [Click here to enter text.](#)
  - a. Under other names? [Click here to enter text.](#)
2. Please describe the core team of individuals involved and explain how they have the knowledge, energy, expertise, and commitment necessary to perform exemplary service. [Click here to enter text.](#)
3. Identify all persons having authority to represent the organization in person or by correspondence concerning pre-qualification. [Click here to enter text.](#)
4. Has your organization, or any officer, partner, director or principal individual thereof ever admitted to or been convicted of any criminal violation, other than traffic offenses; or been convicted of or is currently being sued for any civil antitrust violation or other civil suit involving fraud; or been debarred from performing work on any state contract?  
 Yes                       No
5. Have you ever failed to satisfactorily complete any work awarded to you by the state of Vermont?  
 Yes                       No
  - a. If so, why? [Click here to enter text.](#)
6. Has any officer, director or partner of your organization ever been an officer or partner of some other organization that failed to complete a state contract?  
 Yes                       No
  - a. If so, state name of individual, other organization, and reason therefore. [Click here to enter text.](#)
7. Has any officer, director or partner of your organization ever failed to satisfactorily complete a state contract handled in his or her own name?  
 Yes                       No
  - a. If so, state name of individual, name of owner and reason therefore.

Click here to enter text.

8. Indicate the various types of work in which you are experienced and for which you desire to be qualified.

| Service Category  | Check Here               | Service Category                   | Check Here               |
|---|--------------------------|------------------------------------|--------------------------|
| Business Assistance and/or Capital Readiness and Advice | <input type="checkbox"/> | Wholesale Readiness and Scaling Up | <input type="checkbox"/> |
| Intergenerational Transfer and Land Access              | <input type="checkbox"/> | Nonprofit Governance               | <input type="checkbox"/> |
| New/Beginning Farmer Assistance/Training                | <input type="checkbox"/> |                                    |                          |

## Pre-qualification Application for Service Providers

### Work Samples and Project References

9. Please provide a description of three (3) specific projects in which your organization has completed within the last three (3) years **for each service category** selected in item 8 of the Application Questionnaire that you wish to be pre-qualified for. Please speak specifically to your outcomes achieved, successes, and lessons learned.

One project can be used for more than one service category, as long as the descriptions provided demonstrate clear evidence of your organization's skills, experience and capabilities for each service category selected.

**Applicants are encouraged to use previous Working Lands funded grants as project references.**



**Project #1**

Project Name: [Click here to enter text.](#)

Project Description (+/- 50 words):

[Click here to enter text.](#)

Project Successes and Outcomes Attained

[Click here to enter text.](#)

Project URL (if applicable): [Click here to enter text.](#)

| Service Category Demonstrated                           | Check Here               | Service Category                   | Check Here               |
|---|--------------------------|------------------------------------|--------------------------|
| Business Assistance and/or Capital Readiness and Advice | <input type="checkbox"/> | Wholesale Readiness and Scaling Up | <input type="checkbox"/> |
| Intergenerational Transfer and Land Access              | <input type="checkbox"/> | Nonprofit Governance               | <input type="checkbox"/> |
| New/Beginning Farmer Assistance/Training                | <input type="checkbox"/> |                                    |                          |

Client reference (*Used only by the Agency of Agriculture, not available to the public*):

Contact name: [Click here to enter text.](#)

Contact title/affiliation: [Click here to enter text.](#)

Telephone Number: [Click here to enter text.](#)

E-mail Address: [Click here to enter text.](#)

**Project #2**

Project Name: [Click here to enter text.](#)

Project Description (+/- 50 words):

[Click here to enter text.](#)

Project Successes and Outcomes Attained

[Click here to enter text.](#)

Project URL (if applicable): [Click here to enter text.](#)

| Service Category Demonstrated                           | Check Here               | Service Category                   | Check Here               |
|---|--------------------------|------------------------------------|--------------------------|
| Business Assistance and/or Capital Readiness and Advice | <input type="checkbox"/> | Wholesale Readiness and Scaling Up | <input type="checkbox"/> |
| Intergenerational Transfer and Land Access              | <input type="checkbox"/> | Nonprofit Governance               | <input type="checkbox"/> |
| New/Beginning Farmer Assistance/Training                | <input type="checkbox"/> |                                    |                          |

Client reference (*Used only by the Agency of Agriculture, not available to the public*):

Contact name: [Click here to enter text.](#)

Contact title/affiliation: [Click here to enter text.](#)

Telephone Number: [Click here to enter text.](#)

E-mail Address: [Click here to enter text.](#)

**Project #3**

Project Name: [Click here to enter text.](#)

Project Description (+/- 50 words):

[Click here to enter text.](#)

Project Successes and Outcomes Attained

[Click here to enter text.](#)

Project URL (if applicable): [Click here to enter text.](#)

| Service Category Demonstrated                           | Check Here               | Service Category                   | Check Here               |
|---|--------------------------|------------------------------------|--------------------------|
| Business Assistance and/or Capital Readiness and Advice | <input type="checkbox"/> | Wholesale Readiness and Scaling Up | <input type="checkbox"/> |
| Intergenerational Transfer and Land Access              | <input type="checkbox"/> | Nonprofit Governance               | <input type="checkbox"/> |
| New/Beginning Farmer Assistance/Training                | <input type="checkbox"/> |                                    |                          |

Client reference (*Used only by the Agency of Agriculture, not available to the public*):

Contact name: [Click here to enter text.](#)

Contact title/affiliation: [Click here to enter text.](#)

Telephone Number: [Click here to enter text.](#)

E-mail Address: [Click here to enter text.](#)

# **Appendix A**

## **Policies & Procedures for Pre-qualification, Bidding, and Contracting for Service Provider Vendors**

## I. Introduction

### A. **Pre-qualification of applications**

Pre-qualification of Service Providers allows the Agency of Agriculture to ensure a consistent level of quality and provides a mechanism for proper partnership and oversight in relation to service providers delivering fundamental assistance to working lands businesses throughout the state. A pre-qualified service provider is one who has been determined to be generally qualified to perform a type of work that is routinely put out to bid.

**Pre-qualification of a service provider does not guarantee any level of business from the state of Vermont.** FY18 pre-qualified service providers are eligible to respond to any FY18 and FY19 contractual RFPs that match their service area(s) that they have been prequalified for. In addition, Pre-qualified service providers are required to follow the applicable bidding processes as outlined by the Secretary of Administration in Bulletin 3.5. Bulletin 3.5 is available at: [http://aoa.vermont.gov/sites/aoa/files/Bulletins/3point5/Bulletin\\_3.5\\_July.1.2016\\_FINAL\\_Rev1.pdf](http://aoa.vermont.gov/sites/aoa/files/Bulletins/3point5/Bulletin_3.5_July.1.2016_FINAL_Rev1.pdf)

### B. **Authority of the Agency of Agriculture**

It is the responsibility of the Agency of Agriculture to ensure consistency and efficiency in the use of state funds for Working Lands service provider contracts.

## II. Pre-qualification Process and Service Categories

### A. **Application process**

- 1. Application submission and review.** Service Providers desiring to become a Pre-qualified Service Provider with the Agency of Agriculture must fill out the Pre-qualification Application in the Grants Management System at . The Service Provider Pre-qualification Application must be complete and submitted within the system between October 31<sup>st</sup> and December 8<sup>th</sup>, 2017. The information provided in the application will be used by the Working Lands Enterprise Initiative to determine the Service Provider's status for pre-qualification in the requested service categorie(s).

The application will be received by the Agency of Agriculture and an initial review of the application will occur. This initial review will check for completeness of application and any reasons for immediate denial. (See Section II. C. and F. Criteria for more information on reasons for denial.) Only complete applications that meet the minimum criteria for pre-qualification will be considered.

If the Agency of Agriculture is not satisfied with the information provided in the application, the Agency may request additional information or clarification from the service provider. The service provider will have 30 days from the date of notification to respond to the request. After 30 days, the service provider's initial application will be rejected.

## **B. Pre-qualification periods and timing**

1. **Pre-qualification periods.** Service Providers may submit an application for pre-qualification **between October 31<sup>st</sup> and December 8<sup>th</sup>**. Pre-qualification status will be good for a period of two years, or until the expiration date. Expiration dates for pre-qualification status will be timed to occur on the last business day of the quarter.

## **C. Criteria for Pre-qualification**

1. **Number of years in operation.** The organization must be in operation providing services for a minimum of three (3) years. Time spent in operation under another organization name may be included if the operation was providing similar services during that time.
2. **Demonstration of Past Success and References.** The service provider must provide a minimum of three (3) specific projects it has completed in the last three (3) years, which exhibit experience and success in the service category, or categories, being applied for. One project can be used for more than one service category, as long as the descriptions provided show evidence of the skills, experience and capabilities of the organization in each service category. References must provide a satisfactory rating of their experience with the service provider. One unsatisfactory review from a reference is grounds for denial.

3. **Ability to meet State Standard Contract Provisions.** The service provider must be able to meet all state standard contract provisions (see Appendix B).
4. **Good standing with Department of Taxes.** The service provider must submit a certification stating they are in Good Standing with the Vermont Department of Taxes. The service provider is in good standing with respect to any and all taxes payable if: (1) no taxes are due and payable and all returns have been filed; (2) the liability for any taxes due and payable is on appeal; (3) the person is in compliance with a payment plan approved by the Commissioner of Taxes; or (4) in the case of a licensee, the licensing state entity finds that requiring immediate payment of taxes due and payable would impose an unreasonable hardship. If the state entity finds an unreasonable hardship, it may condition renewal on terms which will place the person in good standing with respect to any and all taxes as soon as reasonably possible.

#### **D. Renewal of Pre-qualification**

1. **Renewal.** A service provider must renew its pre-qualification status every two years, in order to be eligible for any additional contracts requiring prequalification beyond the 2 year prequalification period. The Agency of Agriculture will post the Pre-qualification Application for Working Lands Service Providers prior to the FY18 expiration date in order for Service Providers to remain pre-qualified without any gap in status. Criteria for application evaluation and pre-qualification are the same for renewal as for initial pre-qualification.
2. **Notice of Substantial Changes.** Every service provider shall immediately notify the Agency of Agriculture of any changes in their organization that would change the information previously supplied in the most recently filed application. Failure to do so may result in loss of status.

#### **E. Service Categories**

Service categories are the types of categories for which a service provider is determined to be qualified to bid. Service categories pre-qualification will be given for any one or a combination of the following types of work:

1. **Business Assistance and/or Capital Readiness & Advice**

2. **Intergenerational Transfer and Land Access**
3. **New/Beginning Farmer Assistance/Training**
4. **Wholesale Readiness and Scaling Up**
5. **Nonprofit Governance**

**F. Denial, or Revocation, of Pre-qualified Status**

A service provider's pre-qualification status may be denied or revoked based on the vendor's inability to meet the pre-qualification criteria or if certain instances occur as defined in points 1 – 7 below.

Any of the following shall be sufficient grounds for denial, reduction, or revocation of pre-qualification status and/or service categories of a contractor:

1. More than one (1) bid submitted for the same contract from an entity under the same or different names.
2. Less than satisfactory performance on work for the state. Unsatisfactory performance shall include, but not be limited to, lack of timeliness in performing work, inferior or inadequate quality of work performed or materials provided, and/or violations of terms of a contract.
3. Uncompleted work in progress which may be further delayed or which may hinder or prevent the timely completion of additional work if awarded.
4. Deceptive, evasive, or untrue statements on the Pre-qualification Application, including any attachments; on a Request for Proposal form; or any other submission to the state in support of a service provider's pre-qualification status.
5. Unreasonable refusal to resolve outstanding issues concerning state contracts.
6. Failure to meet or follow established state standards and policies related to the work being performed.
7. Loss of Good Standing status with the Secretary of State or Department of Taxes.



### III. Service Provider Contracts for Pre-Qualified Service Provider Vendors

#### A. **Bidding on Service Provider Contracts**

The Request for Proposals (RFPs) for a Service Provider contract shall contain a description of the work proposed and/or services and products needed. RFPs or other requests for bid resulting in a contract requiring services will include the statement below indicating the pre-qualification requirement. RFPs will also indicate the necessary service category(ies) of pre-qualification that are required for the bid. All other state or agency/department requirements for formatting and issuing RFPs will apply.

##### 1. **Statement of Pre-qualification Requirement.**

All bidders on this project **must be pre-qualified** for service provider contracts in order to submit an eligible proposal and be considered for this work. Registering with the Vermont Business Registry and Bid System DOES NOT pre-qualify you. Service Providers who wish to become pre-qualified for FY18 Agency of Agriculture Working Lands Service Provider contracts must have submitted an application between October 31 and December 8<sup>th</sup>, 2017. **Please note that the RFP Bidding Process is a separate and distinct subsequent step to Prequalification.**

#### B. **Notification.**

RFPs or other requests for bid, or estimate, may be sent to each entity currently on the list of pre-qualified vendors at the option of the Agency of Agriculture. The process for notification of a bid request will follow the state's procedures outlined in Bulletin 3.5.

#### C. **Contract Awards.**

Contracts will be awarded to eligible pre-qualified vendors in accordance with state and agency processes for vendor selection.

#### D. **Contract Disputes.**

Contract disputes between pre-qualified service provider vendors and state agencies/departments will be handled by the agency.

#### E. **Contract Dates and Pre-qualification Status**

Contract dates may be set or extended beyond the expiration date of the pre-qualification status. A new contract may not be executed with the service provider unless the service provider is pre-qualified.

## **Appendix B**

# **State of Vermont Standard Contract Provisions and Acknowledgement Form**

## Acknowledgement of:

### ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED JULY 1, 2016

**1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

**5. No Employee Benefits for Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

**6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees in the event that 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.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

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

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

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

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

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

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse

of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

## **12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:**

- A. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- B. Internal Controls:** In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

- C. Mandatory Disclosures:** In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR 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.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. “Records” means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be

maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

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

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or



- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 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 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

**23. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

**24. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**25. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**26. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**27. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**28. Termination:** In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

**A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

**B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

**C. No Implied Waiver of Remedies:** A 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.

**29. 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.

**30. 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.

**31. 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.

**32. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(End of Standard Provisions)

**I hereby acknowledge that I have read and understand all of the Attachment C: Standard State Provisions for Contracts and Grants, have had the opportunity to consult with legal counsel, and hereby state that my business and I agree to all of the same.**

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**Duly Authorized Representative**

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**Date**