



Vermont Department of Environmental Conservation

Agency of Natural Resources

FFA - STANDARD CONTRACT FOR PERSONAL SERVICES

- 1. Parties: This is a contract for personal services between the State of Vermont, Department of Environmental Conservation (hereinfter called "State"), and with principal place of business at (hereafter called "Contractor"). Contractor's form of business organization is . It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this contract is personal services generally on the subject of . Detailed services to be provided by the contractor are described in Attachment A.
3. Maximum Amount: In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$ . This contract cannot be used as match for the purpose of obtaining additional federal funds by the contractor without the written approval of the State.
4. Subcontracting: Contractor shall not assign labor duties to a subcontractor without the prior written approval of the State. Written approval is obtained by completing the Request for Approval to Subcontract form.
5. Ownership and Disposition of Equipment: Any equipment purchased or furnished to the Contractor by the State under this Agreement is provided on a loan basis only and remains the property of the State. Contractor must submit a written request to retain the equipment at the end of agreement term for the same use and intended purpose as outlined in this agreement. The written request should include: description of equipment, date of purchase, original cost and estimated current market value.
6. Contract Term: The period of contractor's performance shall begin upon date of execution, signified by the date of signature by the State and end on . This contract may be renewed for up to 2 additional one year periods upon written agreement by the State and the Contractor.

7. Source of Funds: \_\_\_ General \_\_\_ Federal \_\_\_ Other
\$ \$ \$ Fund

- a. For Contracts funded with federal dollars only.
CFDA Title
CFDA Number
Award Name
Award Number
Award Year
Federal Contracting Agency
Research and Development Contract? [ ] Yes [ ] No

8. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee. No amendment will considered without a detailed

justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this agreement must be made in writing at least 30 days prior to the end date of this agreement or the request may be denied.

- 9. Cancellation: This contract may be canceled by either party by giving written notice at least days in advance.
- 10. Fiscal Year: The contractor’s fiscal year starts and ends .
- 11. Work product ownership: Upon full payment by the State, all products of the Contractor’s work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Contractor.
- 12. Attachments This contract consists of the following attachments which are incorporated herein:
  - Attachment A - Specifications of Work to be Performed
  - Attachment B - Payment Provisions
  - Attachment C - Customary State Contract Provisions
  - Attachment D - Other Provisions
  - Request for Approval to Subcontract

Legal Name and D-U-N-S® Number on File with the [www.sam.gov](http://www.sam.gov) (1):

\_\_\_\_\_   
 Print Legal Name

\_\_\_\_\_   
 D-U-N-S® Number (2)

Did this business or organization (the legal entity to which the DUNS number it provided belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?\*

Yes       No

If yes, please list the top five highest paid senior executive salaries that are not available to the public:

<b>WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS CONTRACT.</b>	
<p><b>STATE OF VERMONT</b></p> <p><b>By:</b></p> <p>_____</p> <p><b>Commissioner</b></p> <p><b>Department of Environmental</b></p> <p><b>Date:</b> _____</p>	<p><b>CONTRACTOR</b></p> <p><b>By:</b></p> <p>_____</p> <p><b>Name:</b> (Print) _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>

**ATTACHMENT A**  
**SPECIFICATIONS OF WORK TO BE PERFORMED**

Attachment A of a Standard State Contract Agreement describes the nature and extent of the Contractor's obligations. This is the most important part of the agreement. To avoid problems later, you should make the description clear, unambiguous and complete. Specify all performances and products to be delivered. Avoid "legalese"; plain English is sufficient and preferred.

The following checklist should be helpful in writing specifications:

1. Does the work statement let the Contractor know what is ahead? Is it specific enough to allow the Contractor to make a list of human resources and, if necessary, special facilities, equipment, subcontracts and/or consultants needed to accomplish the work?
2. Is general and background information separated from directions to the Contractor and required performance? The minimum that the Contractor is expected to do should be clearly described.
3. Have the Contracting agency's responsibilities to the Contractor been clearly identified? If not, the state could find it more difficult to enforce its rights under the Contract agreement.
4. Will it be possible to measure performance? Are the end results and specific duties of the Contractor stated in such a way that he/she/it knows what is required and the Contractor official who orders payment can tell whether payment is due? Have the type and quantity of reports required of the Contractor (technical, financial, progress, etc.) been described and specified? Is there a date for each task or outcome the Contractor must deliver? These measures and details are crucial so that both programmatic and financial site audits - if required- are performed and that there are specific items/tasks set forth in the Contract agreement to verify and hold accountable for.

**ATTACHMENT B  
PAYMENT PROVISIONS & BUDGET**

- 1. The State shall pay contractor as follows:
- 2. If the work described in any invoice as provided by the contractor, has not been completed to the satisfaction of the State, as determined by the project manager, the State reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges.

The State will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The State may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

The State shall not be responsible for expenses of the Contractor.

- 3. The Contractor agrees to a 10% retainage of each invoiced amount, which will be retained subject to review, approval and acceptance of Contractor's final report by the State. Retainage will be released once a retainage statement is submitted and signed by both the Contractor and State.
- 4. Contractor will submit all invoices to the State's Project Manager:  
 Name:  
 Department: Department of Environmental Conservation  
 Address:

Refer to Targeted Brownfield Assessment Services RFP for **Attachment C: State Standard Provisions for Grants and Contracts** and **Attachment D: Standard Terms and Conditions for Federal Subrecipients**.

**Department of Environmental Conservation  
Request for Approval to Subgrant/Subcontract**

Date of Request:	
Original Grantee/Contractor:	
Address:	
Phone Number:	
Agreement #:	

Subcontractor Name:	
Address:	
Phone Number:	
Contact Person:	
Scope of Services:	
Maximum Amount::	\$

<b>Original Grantee/Contractor Signature:</b>	
By signing above, the Grantee/Contractor certifies that the subcontractor has been selected using their procurement policy, as required by the original agreement, and certifies that any conflict of interest has been disclosed in writing as required by the original agreement (Attachment C, Section 22).	

DEC Financial Operations Office Review

**Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_

***On the reverse side of this form there is language that must be included by the contractor in all subcontracting agreements.***

**Language to be included in all subcontracting agreements:****11. Taxes Due To The State:**

- a. Contractor 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. Contractor certifies under the pains and penalties of perjury that, as of the date the contract is signed, the Contractor 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. Contractor understands that final payment under this contract may be withheld if the Commissioner of Taxes determines that the Contractor 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. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal recourse to contest the amounts due.

**12. Child Support:** (Applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the date the contract 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.

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

**13. Subcontractors:** Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the prior written approval of the State. Contractor also agrees to include in all subcontract agreements a tax certification in accordance with paragraph 11 above.