

**Request for Quote (RFQ)**

**Supply and Delivery of State Park**

**FIREWOOD**

**To**

**Region 1 (Southeastern)  
Vermont State Parks**

**For the 2017 Operating  
Season**

**May 2017**

State of Vermont  
Vermont Agency of Natural Resources  
Department of Forests, Parks and Recreation (FPR)  
515 Route 100  
Killington, VT 05751

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**INVITATION TO SUBMIT BID**  
**STATE OF VERMONT**  
**DEPARTMENT OF FORESTS, PARKS, AND RECREATION**

Qualified vendors are invited to bid on the supply and delivery of green and/or kiln dried firewood to various Vermont State Parks.

Bids will be received by the Department of Forests, Parks and Recreation at the Gifford Woods Maintenance Shop until **1:30 p.m. on Tuesday, June 6, 2017** via email or hardcopy.

Attached with this invitation are the bid documents.

Questions concerning this Request for Quote should be directed to Sheila Fowler, Region 1 Regional Parks Coordinator, who may be contacted at [sheila.fowler@vermont.gov](mailto:sheila.fowler@vermont.gov) or at 802-777-2690.

Sincerely,

Sheila Fowler  
Region 1 Regional  
Parks Coordinator

# INSTRUCTIONS FOR VENDORS SUBMITTING PROPOSALS

1. Read all provided materials carefully.
2. Complete all items on bid form.
3. Submission requirements:

**Submit one (1) copy of included “2017 STATE PARK FIREWOOD BID PROPOSAL” via:**

***Onsite to:***

Sheila Fowler, Region 1, Regional Parks Coordinator  
VT Department of Forests, Parks and Recreation  
Gifford Woods Maintenance Shop  
515 Route 100  
Killington, VT 05751  
ATTN: “STATE PARK FIREWOOD BID”

- Verify receipt of mailed proposals by calling Sheila at 802-773-2657

**Or preferred method:**

***email to:***

Sheila Fowler, Region 1, Regional Parks Coordinator at [sheila.fowler@vermont.gov](mailto:sheila.fowler@vermont.gov)  
SUBJECT LINE: “STATE PARK FIREWOOD BID”

- Receipt of emailed proposals will be verified by a returned confirmation email prior to bid opening.

**BIDS MUST BE RECEIVED BY 1:30 p.m. Tuesday, June 6, 2017**

**2017 STATE PARK  
FIREWOOD  
BID PROPOSAL**

**Supply and Delivery of Firewood to Region 1  
(Southeastern) Vermont State Parks**

TO: STATE OF VERMONT  
 Department Forests, Parks and Recreation  
 Gifford Woods Maintenance Shop  
 515 Route 100  
 Killington, VT 05751

DATE: \_\_\_\_\_

Ladies and Gentlemen:

The undersigned proposes to provide firewood as indicated on the attached bid form. These services shall be provided in accordance with the requirements of this Request for Quote (RFQ) and its attachments prepared by the Department of Forests, Parks and Recreation, (FPR and/or State) dated May 2017

- **All, one, or any combination of Parks may be selected for pricing.**
- **Bidder will write "NO" in the "Price per Cord" column where the bidder does not want to be considered.**
- **In the case of an equal bid, the State shall have reserve the option to award based on distance from Delivery Origin to Delivery Address.**
- **The minimum/maximum order column indicates the volume the park will accept for any single order. The State may place one single order for green firewood. The contractor retains the option to make multiple deliveries to meet the order volume, however, the 1 cord surcharge shall only apply to one cord orders placed by the State.**
- **The delivery origin codes below should be entered with the corresponding park and type of product being purchased. Vendors with multiple shipping origins for the same park and product may enter 2 origin codes and the State will request follow-up information, only if needed for award determination.**

Delivery Origin Code	Physical Address of location of delivery origin. (The processing or storage yard where the product is loaded for final delivery to the park)
A	
B	

Park Name	DELIVERY ADDRESS	PRODUCT	ESTIMATED CORDS 2017 SEASON +/-	MINIMUM / MAXIMUM CORDS PER DELIVERY	COST PER CORD	DELIVERY ORIGIN CODE	PER CORD SURCHARGE FOR 1 CORD DELIVERY
<b>Allis State Park</b>	284 Allis State Park Road, Brookfield	Green Firewood	6	Will place one order			
		Kiln Dried Firewood	2	2/2			
<b>Camp Plymouth State Park</b>	2008 Scout Camp Road, Plymouth	Green Firewood	2	Will place one order			
		Kiln Dried Firewood	2	2/2			
<b>Coolidge State Park</b>	855 Coolidge Stat Park Road, Plymouth	Green Firewood	10	Will place one order			
		Kiln Dried Firewood	30	4/4			
<b>Ft Dummer State Park</b>	517 Old Guilford Road, Guilford	Green Firewood	15	Will place one order			
		Kiln Dried Firewood	2	2/2			
<b>Gifford Woods State Park</b>	34 Gifford Woods Road, Killington	Green Firewood	15	4/4			
		Kiln Dried Firewood	20	4/4			
<b>Jamaica State Park</b>	48 Salmon Hole Lane, Jamaica	Green Firewood	24	Not to exceed Bridge weight limit			
		Kiln Dried Firewood	48	Not to exceed Bridge weight limit			

Park Name	DELIVERY ADDRESS	PRODUCT	ESTIMATED CORDS 2017 SEASON +/-	MINIMUM / MAXIMUM CORDS PER DELIVERY	COST PER CORD	DELIVERY ORIGIN CODE	PER CORD SURCHARGE FOR 1 CORD DELIVERY
<b>Molly Stark State Park</b>	705 Route 9 East, Wilmington	Green Firewood	15	4/4			
		Kiln Dried Firewood	8	2/4			
<b>Mt Ascutney State Park</b>	1826 Back Mountain Road (Rt 4A), Windsor	Green Firewood	10	4/4			
		Kiln Dried Firewood	10	4/4			
<b>Quechee State Park</b>	5800 Woodstock Road, Hartford	Kiln Dried Firewood	36	4/4			
<b>Silver Lake State Park</b>	20 State Park Beach Road (North Road), Barnard	Green Firewood	10	4/4			
		Kiln Dried Firewood	8	4/4			
<b>Townshend State Park</b>	2755 State Forest Road. Townshend	Green Firewood	15	4/4			
		Kiln Dried Firewood	2	2/2			
<b>Wilgus State Park</b>	3985 Route 5, Weathersfield	Green Firewood	10	4/5			
		Kiln Dried Firewood	24	4/4			

**OPTIONAL:** Provide information and pricing on any further services or options that you can offer the State in addition to the basic requirements of this RFQ. (Attach sheets as necessary)

Examples of additional services or options might include: Stacking services, same day delivery, bulk pricing, variety of delivery quantities, etc.

The undersigned acknowledges the following:

1. Basis of award shall be as specified in the Request for Quote.
2. The right of the Owner to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions.
3. They are familiar with the contents of this Proposal and accept the restrictions and conditions as those under which the work will be done.

The undersigned further agrees:

1. To hold their bid open for thirty (30) days after this day of Bid Opening.
2. To accept the provisions of the "Instructions to Bidders."
3. To enter into and execute a contract, if awarded, on the basis of this proposal immediately upon notification of award.

VENDOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT OR TYPE NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

FAX NO: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**END OF FIREWOOD  
BID PROPOSAL**



## BACKGROUND

Vermont State Parks sells camping firewood to park visitors. This program achieves several goals by providing a source of firewood that is reliable, affordable and will deter visitors from cutting park trees or transporting firewood that may carry undesirable or invasive species. Additionally by providing a quality camping experience with a fire that burns in a manner that will allow those who choose to use as a heat source for cooking as well as a safe pleasant fire around which to gather. In an effort to meet this demand and provide high quality firewood to its customers State Parks intends to contract with one or more vendors to provide firewood as defined for the 2017 operating season.

## CONTRACT PERIOD

Contracts arising from this request for quote will commence within 30 days after notification of bid award(s) and will terminate December 31, 2017.

## SCOPE OF SERVICES

### DEFINITIONS and use of terms:

The following definitions shall apply anytime the corresponding term is used in the bid or contract documents.

#### **Firewood / Wood:**

Shall be wood processed for residential, recreational, or commercial use in any wood-burning appliance or fireplace, either indoor or outdoor, that is cut and split from a tree stem or branch which is no less than 2" in diameter

Shall be harvested, processed, stored, treated and transported in accordance with all applicable laws, regulations, rules, quarantines and acceptable forestry practices.

Shall be:

- Free of construction debris and inorganic materials.
- Reasonably free from rot and decay.
- Cut to no greater than 16 inches in length.
- Split to a maximum thickness dimension of 6 inches.
- Contain a minimal amount of small woody bark debris.

Shall be for the purposes of this bid and resulting contract:

Mixed uniformly **100% hardwood** and **0% softwood** species.

#### **Hardwood Species:**

Shall include any trees from the following genera: *Acer, Betula, Carya, Fagus, Fraxinus, Malus, Ostrya, Prunus, Quercus*,. (Commonly referred to as *Maple, Birch, Hickory, Beech, Ash, Apple, Hophornbeam, Cherry, Oak*)

#### **Softwood Species:**

Shall include any trees from the following genera: *Abies, Larix, Picea, Pinus, Populus, Salix, Thuja, Tsuga*. (Commonly referred to as *Fir, Larch, Spruce, Pine, Aspen, Willow, Cedar, Hemlock*)

**Cord:**

Shall be as defined in Vermont Statute Title 9; Chapter 73; § 2651: *{The term "cord" means the amount of wood that is contained in a space of 128 cubic feet ....when the wood is ranked and well stowed}*.

Shall be the unit of measurement for all deliveries and payment.

**Origin:**

Shall mean the location where the tree from which the firewood was cut, was grown and any other location where the firewood was cut, processed or stored.

**Time of Delivery**

Shall be as product leaves the vendor's delivery vehicle.

**Moisture Content**

Shall be water percentage (green weight basis) and shall be the average of several representative samples measured in accordance with ASTM D4442. The general method of measurement shall be by electrical probe from a newly split sample, the State reserves the right to use any acceptable testing method. (Testing initiated by the State shall be at the expense of the State)

**USDA/APHIS**

United States Department of Agriculture / Animal and Plant Health Inspection Service

**Quarantine/ Quarantined Area**

A legal declaration or rule by USDA/APHIS or State appointed authority(ies) to prevent the spread of highly injurious plant pests which specifies the plant pest, plants, parts of plants, plant products or the regulated articles, conditions governing movement, the area or areas quarantined, and any exemptions.

The area delineated by the declaration.

**Product Definitions****Dried**

Shall mean consistently dry throughout the entire load volume and considered to be an immediately burnable product with a moisture content that shall not exceed 25% at time of delivery.

**Green**

Shall be firewood that has NOT been heat treated and does not meet the standard for dried.

**Kiln Dried**

Shall be firewood that has been cut, split, and forced dry through the introduction of heat in a deliberately controlled environment to meet the definition of dried at the time of delivery.

**Heat Treated / Treated Firewood**

Firewood shall be considered "treated firewood" when it has been heat treated in accordance with the requirements of section 4.3 of the Rule entitled Rule Governing

the Importation of Untreated Firewood into the State of Vermont, Rule No. 15-P62, adopted by the Department of Forests, Parks and Recreation, or any successor amended version:

(a) Treated Firewood must be heat treated to reach and maintain a minimum core temperature of 160° F (71.1° C) for at least 75 minutes.

(b) The heat treatment must be conducted at a facility that is certified by a regulatory agency to be capable of achieving the standard in 4.3(a). Heat treatment may employ methods approved by the regulatory agency to achieve this standard, including kiln- drying, steam, hot water, dry heat, or other methods. The heat treatment facility shall maintain records documenting the treatment method employed, the volume of firewood treated, the duration of treatment and the date of treatment. Such documentation shall be maintained by the treatment facility for at least three years and shall be made available for inspection by the Commissioner upon request.

(c) Treated firewood must be accompanied by certification of treatment provided by the treatment facility. The certification may be included in a phytosanitary certificate, invoice, bill of lading, label or other documentation which includes the name and physical address of the heat treatment facility and the name of the regulatory agency that certified the facility. The certification shall include a statement that the firewood has been heat treated to reach and maintain a minimum core temperature of 160°F for at least 75 minutes.

## **Sourcing**

ANY source wood or firewood with an origin outside the political boundaries of the State of Vermont which meets the definition of “firewood” as defined in 10 V.S.A. § 2681(3) must be heat treated in accordance with the requirements in the Rule Governing the Importation of Untreated Firewood into the State of Vermont, Rule No. 15-P62 (see above) prior to importation into the State of Vermont. This requirement supersedes any other conflicting provision of this contract if Contractor obtains firewood or source wood from an origin outside the political boundaries of the State of Vermont.

This requirement is in addition to and not replacement of any and all applicable laws, regulations and quarantines now in effect or that may be adopted during the term of this contract.

Text of Statute which applies ONLY to the sourcing requirement above;

*10 V.S.A. § 2681 (3) “Firewood” means untreated or treated wood processed for residential, recreational, or commercial use in any wood-burning appliance or fireplace, either indoor or outdoor, that is cut to a length less than 48 inches, either split or un-split. “Firewood” shall not mean wood chips, wood pellets, pulpwood, logs 48 inches or more in length, or other wood sold or transported for manufacturing purposes.*

## **Delivery**

Delivery shall be requested by a State regional contact and delivery must be made within seven (7) calendar days from the request.

Delivery shall be as close to the front of the Park woodshed as possible at each location and shall be made at a time and in a manner that will keep park visitors safe and prevent damage to the park structures. Delay in delivery, damage to park structures and unsafe practices during delivery may result in termination of contract and in the case of damage, recovery by the state of costs for repair.

For each delivery, the Contractor shall leave a copy of a delivery slip that details the total number of cords delivered, date delivered and the signature/name of the Vermont State Park staff person that received the delivery.

Firewood shall be protected so that it meets the appropriate specifications at time of delivery.

## **SPECIAL DELIVERY CONSIDERATION**

**\*\*\*Access to Jamaica State Park** is by way of a town bridge with a posted weight limit of eight (8) tons. It will be the Contractors responsibility to obtain any and all required permits and authorizations for use of oversized vehicle and/or equipment on the town bridge. Copies of permits, prior to an initial delivery, shall be made available to the State upon request.\*\*\*

## **Attachment C**

Scope of work also includes provisions of Attachment "C" State of Vermont, Customary State Contract Provisions, which is attached to and considered part of this RFQ.

**Bidder's attention is specifically drawn to the Insurance requirements in Attachment C.**

## **SCHEDULE AND ESTIMATED VOLUMES**

Firewood will be provided dependent on specific park needs, when requested by the State. Deliveries may be called in to any one of the locations indicated on the bid form at any point during the 2017 Park Season up until the end of the Contract term

- ***The estimated quantities of wood are approximate and are not a guaranteed order.***
- ***Actual amounts may vary, either up or down.***

## **PAYMENT STRUCTURE**

Payment will be made on a per cord per delivery basis (Plus surcharge for 1-cord load). Per cord costs will include ALL fees associated with the production and delivery of the product, including all fuel costs. (No fuel surcharges will be paid)

Payment Terms will be net 30 from date of invoice in accordance with State of Vermont Finance and Management Policy #5.0 Dated June 2008.

## **BASIS OF CONTRACT AWARD**

Contract(s) will be awarded based on the following criteria

- Cost per cord, delivered
- Value added services/options
- Ability of the Vendor to respond to delivery requests
- Previous documented service history
- Delivery distance factored with # trips required, when other factors are equal

## **RESERVATION OF STATE'S RIGHTS**

The State reserves the right;

- to accept or reject any and all bids, in whole or in part, with or without cause in the best interest of the State;
- to waive technicalities in submissions; (A technicality is a minor deviation from the requirements of an RFP that does not impact the substantive terms of the bid/RFP and can be considered without a material impact on the RFP process, etc.).
- to make purchases outside of the awarded contracts where it is deemed in the best interest of the State; and
- to obtain clarification or additional information.

**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)