August 29, 2017

To All Bidders:

You are invited to submit your lump sum proposal for General Construction / ADA Ramp work, for the Mt. Ascutney and Wilgus State Parks.

1. Bid Documents: Bid Documents will be made available to interested bidders only as follows.
   - Digital copies of all bid information will be sent to each bidder.
   - Contractors will be responsible for obtaining printed copies of bid documents.
   - A full set of bid documents are also available for review at the Gifford Woods State Park – Maintenance Office located at 515 Route 100, Killington VT 05751.

2. All bidders are responsible to inspect sites before submitting their bid. A non-mandatory pre-bid meeting will be scheduled at Ascutney State Park for Wednesday September 6, 2017 @ 10am. Meet at registration office at entry.

3. Cole Company, Inc. is the Construction Manager on the project and will be acting as owner’s agent administrating all work on behalf of the owner. All correspondence should be directed to Chris Cole as follows:

   Cole Company Inc.
   119 Peace Street
   Manchester Ctr. VT 05255
   P. 802-362-0096
   Cell – 802-375-3528
   E-mail – ccole@colecompanyinc.com

4. Proposals shall be kept valid for a period of 60 days after bid due date. The State of Vermont (FPR) reserves the right to reject any and all proposals and award contracts for work that is in the best interest of the State of Vermont.
5. Proposals for work are due **Thursday September 14, 2017 by 2PM.**

Sealed Bids to be mailed or delivered to:

Cole Company Inc.
C/O Gifford Woods State Park
Maintenance Office
515 Route 100
Killington VT, 05751

Chris Cole
Cole Company Inc.

CC: FPR
A. General Provisions:

This contract shall provide for the furnishing and installing of all labor, materials, equipment, tools, supervision, and other related activities associated with the performance of all General Construction Work as further defined herein:

B. Contract Documents:

- State of Vermont Documents – Department of Forest, Parks & Recreation
  - SFA – Standard Contract with Attachments A & B
  - Wilgus Campground Site Map
  - Ascutney Campground Site Map
- Cole Company Inc. plans and specifications dated August 18, 2017
  - A-1 – Type 1 Ramps
  - A-2 – Type 2 Ramps

NOTE: Contractors are required to review ALL contract documents and become familiar with existing site / building conditions and coordinate their work in and around active campground activities.

C. Scope Clarifications and Qualifications:

1. ADA Ramps
   - Type 1 or Type 2 ramps are scheduled for both Ascutney and Wilgus State Park Cabins as follows.
     - Wilgus Cabins
       - Eagle – Type 1
       - Osprey – Type 1
       - Mink – Type 1
       - Otter – Type 1
COLE COMPANY, INC,

- Ascutney Cabins
  - Cascadnack – Type 2
  - Dudley – Type 1
  - Ogden – Type 1

2. Site Work Modifications
   - Contractor to perform all site excavating and grading work associated with ADA ramp project.
   - Provide five-foot level platform at entry to ramps and feather back into existing grades at all Type 1 locations.
   - Ramp Type 2 scheduled for Ascutney - Casadnack Cabin will require adjustments to grade to minimize ramp run and rise to 10ft / 10in respectively. Grade to gradually slope back to existing at entry to ramp.

D. Scope of Work Not Included
   1. Modifications to existing cabins

E. Unit Prices / Alternates
   None

F. Schedule Milestones:

<table>
<thead>
<tr>
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<th>TARGET</th>
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<tbody>
<tr>
<td>Contract Award</td>
<td>9/21/17</td>
</tr>
<tr>
<td>Mobilize Site</td>
<td>10/1/17</td>
</tr>
<tr>
<td>Substantial Completion</td>
<td>11/15/17</td>
</tr>
</tbody>
</table>

END
1. The project owner is The State of Vermont – Department of Forests, Parks & Recreation and all agreements, payments, warranties, etc. will be made directly with owner.

2. Cole Company, Inc is the Construction Manager on the project and will be acting as owner’s agent administrating all work on behalf of the owner. All correspondence and invoices should be directed to Chris Cole as follows:

3. The services provided by each contractor are for the following projects:

4. All labor and material contracts shall utilize State of Vermont standard form of contracts unless otherwise authorized by owner.
COLE COMPANY, Inc.

- SFA – Standard Contract with Attachments A & B

7. All contractors are responsible to inspect the site and become familiar with existing site conditions.

8. All trade contractors and their sub contractors shall be responsible to adhere to all local, state and federal regulations governing work at this site including but not limited to OSHA regulations.

END
RAISE GRADE AT START OF RAMP TO MAX. 10" TO CABIN DECK

4 X 4 P.T. POST, TYP. EXISTING CABIN POST

LANDING RAMP UP 1:12 SLOPE
EXISTING CABIN
EXISTING CABIN PORCH

+ 1' - 1"

HANDRAIL EXTENSION AT BOTTOM OF RAMP

EXISTING CABIN POST

2 X 10 BLOCKING

2 X 6 TOP CAP WITH BEVELED TOP EDGES

5/4 X 10 HANDRAIL SUPPORT

CRUSHED STONE
¾" washed / clean stone

GRAVEL
3/8" minus processed gravel

Material List:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>1.</td>
<td>Precast Concrete Block - Solid 6x8x16</td>
</tr>
<tr>
<td>2.</td>
<td>Framing Lumber 2 x 10 x length TBD</td>
</tr>
<tr>
<td>3.</td>
<td>Decking Materials 2 x 6 x length TBD</td>
</tr>
<tr>
<td>4.</td>
<td>Posts 4 x 4 x height TBD</td>
</tr>
<tr>
<td>5.</td>
<td>Carriage Bolts / Nuts / Washers 3/8&quot; x length TBD</td>
</tr>
<tr>
<td>6.</td>
<td>Deck Fasteners - Screws Hillman Premium Exterior Wood Screws</td>
</tr>
<tr>
<td>7.</td>
<td>Lag Bolts / Washers 3/8&quot; x length TBD</td>
</tr>
<tr>
<td>8.</td>
<td>Crushed Stone ½&quot; washed / clean stone</td>
</tr>
<tr>
<td>9.</td>
<td>Gravel 3/8&quot; minus processed gravel</td>
</tr>
</tbody>
</table>

General Notes:
1. Items listed represent sample of materials and quality required. Substitutions subject to owner approval.
2. All framing, posts and decking lumber shall be pressure treated, non-arsenic and rated for ground contact.
3. All fasteners to be compatible for contact with pressure treated lumber specified.
4. Concrete blocks to be set level in minimum 4" crushed stone setting bed. Concrete setting bed to be established depth and compact any loose soil prior to installing concrete blocks.
5. All ramp to landing to cabin decking transitions to be smooth and free of any lips or uneven edges. Adjust new framing / decking materials to provide smooth transitions. Provide shims and blocks as required.
6. Install concrete blocks and set long length on same slope as framing at midpoint of ramp run under each 2x10 framing member. Excavate and install 4" crushed stone setting bed.
7. Provide gravel fill at entry to ramps and grade to existing soil at 1:12 slope.
8. Excavate soil from excavations to be spread onsite.
SFA - STANDARD CONTRACT

1. **Parties:** This is a contract for personal services between the State of Vermont, Department of Forests, Parks & Recreation (hereinafter called “State”), and **Contractor Name** with principal place of business at **Contractor Address** (hereafter called “Contractor”). Contractor’s form of business organization is a **Form of Business from W-9 (LLC, Corporation, Sole Proprietor, etc)**. 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. Contractor certifies under the pains and penalties of perjury that, as of the date that this agreement 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.

2. **Subject Matter:** The subject matter of this contract is **DESCRIBE Services generally on the subject of PROJECT DESCRIPTION AND LOCATION**. 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 $ **Maximum Limiting Amount**.

4. **Contract Term:** Shall begin on **Date** and end on **Date**.

5. **Prior Approvals:** If approval by the Attorney General’s Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.
   - Approval by the Attorney General’s Office **is/is not** required.
   - Approval by the Secretary of Administration **is/is not** required.
   - Approval by the CIO/Commissioner DII is **not** required.

6. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Cancellation:** This contract may be canceled by either party by giving written notice at least 7 days in advance.

8. **Attachments:** This contract consists of **#** pages including the following attachments which are incorporated herein:
   - Attachment A – Specifications of Work to be Performed
   - Attachment B – Payment Provisions & Budget
   - Attachment C – Standard Contract Provisions for Contracts and Grants
   - Attachment D – Standard State Provisions, Architect/Engineer Professional Service Agreement (Include only if contract includes Design)
9. **Order of Precedence:** Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

(1) Standard Contract
(2) Attachment C - Standard Contract Provisions for Contracts and Grants
(3) Attachment D – Standard State Provisions, Architect/Engineer Professional Service Agreement *(Include only if contract includes Design)*
(4) List other attachments in order of precedence
(5) Attachment B

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

<table>
<thead>
<tr>
<th>STATE OF VERMONT</th>
<th>CONTRACTOR</th>
</tr>
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<tbody>
<tr>
<td>By: __________________</td>
<td>By: __________________</td>
</tr>
<tr>
<td>Michael C. Snyder, Commissioner</td>
<td>Name: (Print) __________________</td>
</tr>
<tr>
<td>Department of Forests, Parks &amp; Recreation</td>
<td>Title: __________________</td>
</tr>
<tr>
<td>Date: __________________</td>
<td>Date: __________________</td>
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</table>
ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED

The Contractor agrees to complete the project described below in accordance with specifications and conditions set forth herein,

1. Project Location: Multiple locations within Vermont.

2. Project Description: Contractor to provide as needed and requested BROAD OVERVIEW OF SERVICES, in accordance with this and Attachments B, C, D and (cont.), and as specified by the Department of Forests, Parks and Recreation.

3. The work on the project shall be completed as detailed by the specific work purchase order.

4. Work assignments shall be made on a project specific basis and result in the execution of a detailed work purchase order written against this contract. Scope of services to be included on a work purchase order may not include all services detailed below.

DETAILED SCOPE OF WORK WILL BE INCORPORATED HERE

SCOPE OF WORK SHALL INCLUDE ALL SPECIFIC SERVICES TO BE OFFERED BY THE CONTRACTED FIRM FOR THE TERM OF THE CONTRACT. SERVICES TO BE INCLUDED ON RESULTING WORK PURCHASE ORDERS MUST BE INCLUDED HERE
ATTACHMENT B
PAYMENT PROVISIONS & BUDGET

The State shall pay contractor as follows:

1. The State shall execute Work Purchase Orders for each assigned project. Payment shall be based on one of two payment methods and shall be detailed in the work purchase order.

2. In the event of a work purchase order where payment is based on rates not to exceed and upon completion and acceptance of the work by the state the contractor shall submit invoices no more frequently than once per month, detailing the work performed and charges in accordance with the following rate schedule.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
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<tr>
<td>UNIT</td>
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<tr>
<td>UNIT COST</td>
</tr>
<tr>
<td>INSERT CONTRACTOR’S RATE SCHEDULE</td>
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3. In the event of a work purchase order where payment is based on lump sum and upon completion of work and presentation and approval of an invoice the State shall pay the lump sum amount as detailed on the work purchase order or an approved portion of the lump sum amount as detailed below.

   a. Progress or partial payments and payments for materials purchased and stored may be made, but must be invoiced no more frequently than once per month, for no more than the completed portion of work, and subject to verification by the State. Verification of work progress shall be made based on % completed and in all cases shall maintain enough balance in the Work Purchase Order to allow for the State to complete the work if necessary.

   b. In the event of progress payments, the Contractor agrees to a 10% retainage of each invoiced amount, which may be retained subject to review, approval and acceptance of Contractor’s final report by the State. Retainage will be released once a release request is submitted by the Contractor and approved by the State.

4. 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.

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

6. Invoices shall be submitted as detailed on the work purchase order:

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