

Prioritization Mapping to Restore Stream and Floodplain Connectivity in the Lake Champlain Basin

Release Date: Wednesday, October 31, 2018

Proposals Due: Wednesday, December 19, 2018 (by 4:00 pm)

Contact for Proposals: Shalini Suryanarayana, Department of Environmental Conservation, Financial Operations (802) 461-6175 [shalini.suryanarayana@vermont.gov]

THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK <http://www.vermontbidsystem.com> FOR ANY AND ALL NOTIFICATIONS, RELEASES AND AMENDMENTS ASSOCIATED WITH THE RFP.

Introduction and Purpose

The Vermont Department of Environmental Conservation (DEC) is requesting services to create methodology and maps for the Lake Champlain Basin in Vermont to quantify existing and potential stream and floodplain connectivity. The resulting products are expected to help identify and track priority protection and restoration projects and be made available through training of watershed organizations and other natural resources restoration partners. Stream and floodplain connectivity mapping will constitute phase 1 of a DEC Functioning Floodplain Initiative which will augment current river corridor planning and include additional mapping products to assist in the evaluation of floodplain functions and the further refinement of restoration strategies. Therefore, DEC is also requesting services to assist in establishing a framework for future hydrology-hydraulics mapping (for full development in Phase 2), that will augment connectivity mapping and tracking, and optimize floodplain protection and restoration work in the Basin.

Scope of Work

The applicant will assist the State in further developing methods and maps that quantify and display stream and floodplain connectivity and those optimal locations where restoration and protection practices would increase connectivity and stream equilibrium conditions. *Stream connectivity* mapping will include features and data that explain longitudinal and temporal connectivity (i.e., upstream to downstream flowage of sediment and debris and natural flow characteristics over time). *Floodplain connectivity* mapping will include features and data that explain vertical and lateral connectivity (i.e., groundwater – surface water stage at different flows and the freedom of the stream to move across the river corridor).

In future work, the State will develop data and mapping of hydrology—hydraulics data and include such features as wetlands, soils, and geology. In the current project, the applicant will assist the state and its collaborating academic researchers in refining the models and data necessary to characterize erosion and deposition processes in streams and on floodplains. Conceptual maps are required in this phase to demonstrate how they will work in tandem with connectivity maps to evaluate floodplain functions and optimize restoration and protection practices.

The DEC Rivers Program has created a draft outline of how mapping might be created, using remote sensing, field, and modelling data, to evaluate natural and beneficial floodplain functions and identify protection and restoration practices. The Rivers Program has also outlined the data necessary and a partial draft method for evaluating and scoring departures and attainment of floodplain (vertical-lateral) connectivity. Applicants are not required to exactly follow these outlines, rather they should consider and work collaboratively with the Program to build upon and refine them. Applicants, may request copies of these drafts by contacting the Program through shalini.suryanarayana@vermont.gov and using the subject line, “Stream & Floodplain Connectivity Mapping – Request for Reference Materials.”

Specifically, the applicant will assist the State in further developing:

1. Stream reach and watershed departure and attainment scoring: Using existing data, methods should be developed to answer the following questions for both stream and floodplain connectivity:
 - Which rivers/streams and what percentage of stream lengths are (dis)connected in a given watershed due to existing stressors?
 - What is the opportunity to readily achieve connectivity in each reach and in the watershed? How should connectivity be scored to support a strategic restoration and protection plan?
 - When a project is completed to restore or protect connectivity, how is that project scored and credited to the existing connectivity scores for tracking progress at the reach and watershed scales?
 - What are the highest priority reconnection projects?
2. Separate stream and floodplain connectivity maps for the Lake Champlain Basin in Vermont: Using the scoring systems developed to answer the questions above, create mapping tools and maps for the Lake Champlain Basin in Vermont that depict stream and floodplain connectivity within the Vermont river corridor in different valley settings. The mapping program should enable the user to turn on different layers for different restoration and protection practices showing high, medium and low priority projects. (Notes: (A) This project does not include the actual mapping of groundwater and groundwater stage to explain vertical connectivity. While this may be pursued in later project phases, it will only be inferred from other data at this time. Vertical connectivity will be focused here on the stage of the surface water during flood flows relative to the top of stream banks. (B) Several Program partners have worked to successfully map longitudinal stream connectivity, as affected by dams and stream crossings. It is anticipated that this project will build upon these efforts.)
3. Reconnect Vermont Rivers: Maps will reside on ANR servers, and partners will be able to use them as “best available information” for prioritizing restoration/connectivity projects. DEC will use connectivity maps and scoring, developed by this project, as public outreach tools in its “Reconnect Vermont Rivers” campaign. The applicant will tailor maps, mapping functions, and summary reports to help watershed associations to work with the Rivers Program, other agencies, and NGOs in identifying projects to restore their local streams and rivers. The applicant will complete outreach product testing at a Watersheds United of Vermont meeting.
4. Conceptual Hydrology—Hydraulics mapping: The DEC and its partners are currently working with academic researchers to correlate flow, erosion, and deposition process data, derived from hydrologic and hydraulic (H&H) modelling, with more readily available field and remote sensing data. The applicant will work with this consortium to establish and summarize relationships between model results and observed data and develop a mapping framework informed by these relationships that will serve to guide and inspire ongoing research and serve the longer-term goals of floodplain function evaluation and strategic restoration planning.

Funding and Method of Payment

Funding available for the implementation of the scope of work identified in the RFP is estimated at approximately \$100,000 and contingent upon available funding. All payments will be made on a cost reimbursable basis, as will be outlined in a resulting agreement between the State and the selected entity.

Final funding level or amount will be a function of the scope and quality of the applications received. This contract is funded with State funds, which are dispersed under the terms and conditions below.

Project Timeline

Pending the schedule of contract execution, it is anticipated that this work will be completed within 15 months of contract award.

Anticipated Project Schedule:

October 31, 2018 RFP distributed

December 19, 2018 Deadline for submission of proposals

January 18, 2019 Contractor notification

February 8, 2019 Contract signed, project begins

June 1, 2019 Methods for connectivity scoring and mapping completed

December 15, 2019 Draft connectivity maps and H&H mapping concepts completed

April 1, 2020 Priority restoration and protection mapping completed

June 8, 2020 Final report submitted

Procurement

Awardees must maintain written procedures for procurement transactions. Any equipment, supplies, and/or services procured outside of an awardee's organization will need to be obtained per the awardee's procurement or purchasing policy.

Deadlines

Questions: Questions must be submitted electronically via email to ANR.WSMDERP@vermont.gov by November 14, 2018 (4:00 PM) using the subject line "Stream and Floodplain Connectivity Mapping Questions – {insert short org name}." Answers will be posted by November 28, 2018 (4:30 PM) to the Vermont Bid System site under this RFP posting.

Submittal: All proposals must be submitted electronically via email to ANR.WSMDERP@vermont.gov by **12/19/18, 4:00 pm EDST** using the subject line "Stream and Floodplain Connectivity Mapping Proposal – {insert Short Org Name}."

Bid opening: Proposals are anticipated to be opened December 20, 2018 (12:00 PM).

Notification: Proposals preliminarily accepted by the State are anticipated to be notified no later than January 19, 2019.

Content of Proposals and Selection Criteria

All proposals must include the following information. The relative importance of the information, organized by selection criteria, is in parentheses. All proposals shall be evaluated for completeness. Incomplete proposals will not be evaluated.

- **Criteria #1: Qualifications of the Project Team (10%):**
 - Point of contact for the proposal.
 - A statement identifying individuals who were involved in the preparation of the proposal.
 - Qualifications of the project team, including any Professional Certifications.

- **Criteria #2: Stream and Floodplain Restoration Experience (30%):**
 - Identify stream and floodplain protection and or restoration projects in which your organization has participated within the last three (3) years.
 - Describe the roles performed in conducting stream geomorphic assessments, river corridor planning, project development, and project implementation. Please indicate if your organization lacks such experience.
 - Describe the experience your organization has with hydraulic modelling to explain stream and floodplain processes.

- **Criteria #3: Geospatial Science Experience (30%):**
 - Describe the watershed-scale geospatial analyses your organization has completed in support of natural resource planning and project development.
 - Describe mapping and geospatial summary reports your organization has completed for use and interpretation by non-technical organizations.

- **Criteria #4: Capacity to Accomplish the Scope of Work on Schedule, Collaboratively, and under Budget (20%):**
 - Describe the project team's capacity to provide services for the analysis and mapping of large geospatial data sets.
 - Describe your ability to complete the work on time and under budget.
 - Describe previous experience working collaboratively with a technical oversight team comprised of agency and state-wide NGO science and outreach specialists.

- **Criteria #5 Cost (10%):**
 - Detailed budget with narrative for each project that includes billing rates and hours for each task and identification of individuals that may be involved in contract services, travel costs, and any additional costs such as copies.

- **Administrative Requirements:**
 - Risk Assessment Questionnaire (see attachments section).
 - Act 154 Certificate of Good Standing Certification (see attachments section).

Eligibility Requirements

A current Vermont state employee responding to this RFP as a sole proprietor or owner of other form of business must obtain a waiver from the Vermont Department of Human Resources prior to entering into contract with the State.

Reservation of State's Rights

In issuance of this RFP, the State reserves the following rights:

- 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.

Insurance

Respondents to this RFP should be aware that they will need to agree to the State of Vermont Customary Contract Provisions (Attachment C) in order to execute an agreement for this project. A sample of an organization's Certificate of Insurance is available at

http://dec.vermont.gov/sites/dec/files/aid/Finance/COI_Organization.pdf

Special care should be paid to Workers' Compensation coverage for out-of-state Vendors. Vermont statute requires insurance carriers be specifically licensed to write Workers' Compensation coverage in Vermont. Out-of-state Vendors may have Workers' Compensation coverage valid in their home state, but their carrier may not be licensed to cover workers' compensation for work actually performed by their employees in Vermont.

Confidentiality

After conclusion of the contracting process, Proposals are a matter of public record. If an application includes material considered by the applicant to be proprietary and confidential under 1 V.S.A., Chapter 5, the application shall clearly designate the material as such and explain why such material should be considered confidential. The Vendor must identify each page or section of the Proposal that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the applicant if the identified material were to be released.

Under no circumstances shall the entire Proposal be designated as proprietary or confidential. If the Vendor marks portions of the Proposal confidential, the Vendor shall provide a redacted version of the Proposal for release to the public. Notwithstanding the above, the Secretary has an independent obligation under Vermont law to determine whether any proposal material is subject to public inspection and copying upon request, which may include material that has otherwise been designated as proprietary and confidential by the Vendor. The Vendor's designation of material as proprietary and confidential, and submission of a redacted Proposal, are provided to the Secretary for informational purposes in the event the Agency receives a public records request and will not result in withholding of materials by the Secretary unless expressly supported by Vermont law.

Attachments

- Attachment A: SFA – Standard Contract for Services (template)
- Attachment C: Standard State Provisions for Contracts and Grants, Revised December 15, 2017
- Attachment D: Risk Assessment Questionnaire (attached and also available at <https://dec.vermont.gov/sites/dec/files/aid/Finance/Risk%20Assessment.pdf>)
- Attachment E: Act 154 Good Standing Certification (attached and Act 154 of 2016 may also be found on the Vermont Legislature's website: <https://legislature.vermont.gov/assets/Documents/2016/Docs/ACTS/ACT154/ACT154%20As%20Enacted.pdf>)

**ATTACHMENT A:
STANDARD STATE PROVISIONS FOR CONTRACTS**



Vermont Department of Environmental Conservation

Agency of Natural Resources

SFA - STANDARD CONTRACT FOR SERVICES

1. **Parties:** This is a contract for services between the State of Vermont, Department of Environmental Conservation (hereinafter called “State”), and _____ with principal place of business at _____ hereinafter called “Contractor). Contractor’s form of business organization is a _____. 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 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 from 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 on _____ 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:** State funds.
8. **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. No amendment will be 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 Contract Provisions
- Request for Approval to Subcontract

13. Order of Precedence: Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment D
- (3) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (4) Attachment A
- (5) Attachment B

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

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.

PAYMENT PROVISIONS & BUDGET

1. The State shall pay contractor as follows:
2. Once a deliverable(s) is accepted by the State, Contractor may submit an invoice in the amount associated with the deliverable(s) as shown in the deliverables table on Attachment B.
3. Contractor shall submit detailed invoices including the contract number for this contract itemizing completed deliverable(s) during the invoice period.
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.

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 incurred by the Contractor.

5. Payment terms are Net 30 days from the date the State is in receipt of an error-free invoice.
6. 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 held will be released once a retainage statement is submitted and signed by both the Contractor and State. Retainage statement must be submitted within 90 days of contract end date.
7. Contractor will submit all invoices to the State's Project Manager:
Name:

Department: Department of Environmental Conservation

Address:

ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017

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

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

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

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

7. Defense and Indemnity: 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.

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 if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: 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 this 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 this Agreement, 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. 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 the continental United States, except with the express written permission of the State.

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 this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

- 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 this 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 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

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

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

24. 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.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or 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.

26. 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.

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel 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. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the 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 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 accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, 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.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

Attachment D: RISK ASSESSMENT QUESTIONNAIRE

The purpose of the risk assessment is to determine whether or not a potential grantee is financially stable and if the agency uses accounting systems that are adequate to meet the State of Vermont administrative requirements. Please complete the following questionnaire and have it signed by the Executive Director and Fiscal Officer for your organization.

Name of Entity Completing Questionnaire: _____

Question	Yes	No	N/A
1. Does your agency maintain documentation to substantiate the value of in-kind contributions?			
2. Does your agency use an electronic accounting software system (as opposed to manual)?			
3. Has your agency recently implemented any new or substantially changed systems, for example, financial management or accounting systems? (If yes, please explain.)			
4. Does the accounting system track receipts and disbursements by funding source			
5. Does your agency have written internal control policies including Accounting, Fraud, or Financial Reporting that contain separation of duties?			
6. Does your agency have a written Personnel policy (to include travel reimbursement, fringe benefits, etc.)?			
7. Does your agency have a Financial Director, Financial Manager, Treasurer or equivalent? (If no, please identify the name and position of the employee(s) who is responsible for supervising the quality of accounting and financial reporting of an organization.			
8. Does your agency regularly monitor budgeted versus actual expenditures to ensure that cost categories aren't over-spent or under-spent?			
9. Are all purchases made based on purchase requests/purchase orders which must first be approved by a responsible agency official? (If no, please explain.)			
10. Does your agency have written procurement procedures indicating which individuals are authorized to initiate a purchase request, the flow of documents, and the requested levels of approval?			
11. Does the agency have a system to track staff time spent on various grants/projects, for those employees whose salaries are allocated to more than one contract/grant?			

Question	Yes	No	N/A
12. If your agency expended more than \$750,000 in federal funds during the previous fiscal year, did your agency have a Single Audit performed? If so, please include Single Audit Report with submittal of Risk Assessment Questionnaire.			
13. If there were any findings in the report, has your agency implemented action plans to address all findings? (If no, please explain.)			
14. Does your agency have a Policy and Procedures Manual that is made available and accessible to all employees?			
15. Has your agency executed any contracts or MOU's with any other governmental or non-governmental agencies in the past three years? (If yes, please describe.)			

I hereby certify that to the best of my knowledge and belief, the information provided in response to the foregoing questions is true and accurate.

Chief Officer Signature

Chief Fiscal Officer Signature

Date

Date

Attachment E: Act 154 Good Standing Certification

Applicant Name_ Address

As an authorized representative of the grant applicant and in accordance with Act 154 of 2016, Section 13*, I hereby certify on behalf of the Applicant that

(check one):

The Applicant is currently in “good standing” with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets. The Applicant is not a named party in any administrative order, consent decree, or judicial order relating to Vermont water quality standards issued by the State or any of its agencies or departments and is in compliance with all federal and State water quality laws and regulations.

Further, the Applicant will notify the State agency or department administering this State-funded grant if no longer in good standing with the Agency of Natural Resources or the Agency of Agriculture, Food and Markets at any time prior to or during implementation of this State-funded award.

I am not able to certify that the Applicant is in “good standing” with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets for the following reasons:

*A copy of Section 13 is on the opposite side of this Certificate or can be found at http://finance.vermont.gov/sites/finance/files/documents/Forms/Grant_Recipients/FIN-Act_154_Section_13.pdf. Any person should first review and understand applicable terms, instructions and potential consequences in Section 13, including the definition of “Applicant” for purposes of this Certificate.

Name	Title
Signature	Date

This form must be completed and signed by an authorized official of the grant applicant organization.

Section 13 of Act 154 of 2016 – Certification for Grants

SECRETARY OF ADMINISTRATION; WATER QUALITY STANDARDS CERTIFICATION FOR STATE-FUNDED GRANTS; REPORT

- (a) As used in this section:
- (1) “Applicant” shall include all entities, including businesses in which the applicant has a greater than 10 percent interest, or land owned or controlled by the applicant.
 - (2) “Good standing” means the applicant:
 - (A) is not a named party in any administrative order, consent decree, or judicial order relating to Vermont water quality standards issued by the State or any of its agencies or departments; and
 - (B) is in compliance with all federal and State water quality laws and regulations.
- (b) (1) The Secretary of Administration shall amend the Standard State Provisions for Contracts and Grants, referred to as Attachment C to Administrative Bulletin 5, to require an applicant for a State-funded grant to certify, under penalty of perjury, that the applicant is in good standing with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets.
- (2) The requirement under this subsection shall allow for an attachment or include space for an applicant who cannot certify under subdivision (1) of this subsection to explain the circumstances surrounding the applicant’s inability to certify under subdivision (1) of this subsection.
- (3) At any time prior to the award of a State-funded grant or during implementation of a State-funded grant, an applicant shall notify the State agency or department administering the State-funded grant if the applicant is no longer in good standing with the Agency of Natural Resources or the Agency of Agriculture, Food and Markets.
- (c) A State agency or department may consider an applicant’s certification or explanation under subsection (b) of this section in determining whether or not to award a State-funded grant to the applicant.
- (d) (1) If a State-funded grant applicant knowingly provides a false certification or explanation under subsection (b) of this section or fails to notify the State agency or department administering the State-funded grant if the applicant is no longer in good standing with the Agency of Natural Resources or the Agency of Agriculture, Food and Markets as required in subdivision (b)(3) of this section, the State or its agencies or departments may:
- (A) seek to recover the grant award; and
 - (B) deny any future grant award to the applicant, based on the false certification or explanation or failure to notify, for up to five years.
- 2) In recovering a grant award under this section, the State or its agencies or departments shall be entitled to costs and expenses, including attorney’s fees.
- (e) This section shall not apply to federally funded grants, contracts, or tax credits or federal or State loan programs.
- (f) On or before January 15, 2021, the Secretary of Administration shall submit a report to the House Committees on Fish, Wildlife and Water Resources and on Commerce and Economic Development and the Senate Committees on Natural Resources and Energy and on Economic Development, Housing and General Affairs regarding methods to require all economic development assistance applications to include a certification that the applicant is not in violation of the requirements of programs enforced by the Agency of Natural Resources under 10 V.S.A. § 8003(a). The report shall also include information regarding any enforcement action taken by the State or its agencies or departments under subsection (d) of this section.