



Agency of Agriculture, Food & Markets  
Water Quality Division  
116 State Street  
Montpelier, VT 05620  
[www.VermontAgriculture.com](http://www.VermontAgriculture.com)

[phone] 802-828-2431  
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## **BID REQUEST FOR PROPOSALS**

### **Research Technical Services for the Payment for Ecosystem Services and Soil Health Working Group**

ISSUE DATE: Monday, July 19, 2021

DUE DATE: Monday, July 26, 2021 @ 4:30 p.m.

ADDRESS FOR BID SUBMISSION: [Ryan.Patch@Vermont.gov](mailto:Ryan.Patch@Vermont.gov)

All bidders are hereby notified that proposals must be submitted electronically to the Vermont Agency of Agriculture, Food & Markets at the e-mail address above by the close of business (4:30 pm) on the proposal due date (Monday, July 26, 2021). Bidders are cautioned that it is their responsibility to originate the sending of proposals in sufficient time to ensure receipt by the State by the proposal due date. Proposals not in possession of the State by the close of business of the proposal due date will not be considered.

**STATE OF VERMONT**  
**AGENCY OF AGRICULTURE, FOOD & MARKETS**

**A. INTRODUCTION:**

The Vermont Agency of Agriculture, Food & Markets (collectively hereinafter “State”) requests formal written proposals and qualifications from consultants to provide **Technical Services for the Payment for Ecosystem Services and Soil Health Working Group**.

The PES Working Group (PES WG) submitted a report to the Vermont Legislature on Wednesday January 15th, 2020, which provided eight key recommendations to the General Assembly, included the continuation of this working group. During the Working Group’s initial meetings, they began to address all of the requirements to fulfill the requirements of Act 83, Section 3 (2019), but the Working Group concludes that it needs additional time to develop and test the concept that has been at the center of the Working Group’s discussion: to pay farmers for rebuilding natural capital in the soil and in a functional landscape to provide a host of ecosystem services. The PES WG was reauthorized by Act 129 of 2020, funded by Act 7 of 2021 and the deadline for submission of the final recommendations of the PES WG was extended until January 15, 2023 by Act 47 of 2021.

Per the Legislature, the PES WG must deliver a final report in early January 2023 that includes advancing the following tasks:

- Identify agricultural standards or practices that farmers can implement that improve soil health, crop resilience, increase carbon storage and storm water capacity, and reduce agriculture runoff to waters;
- Recommend existing financial incentives available to farmers that could be modified or amended to incentivize implementation of the agricultural standards identified or incentivize the reclamation or preservation of wetlands and floodplains;
- Propose new financial incentives, including a source of revenue, for implementation of the agricultural standards identified if existing financial incentives are inadequate or if the goal of implementation of the agricultural standards would be better served by a new financial incentive; and
- Recommend legislative changes that may be required to implement any financial incentive recommended or proposed in the final WG report.

In order to advance these tasks, the PES WG is seeking technical assistance to advance key topics on soil health metrics, pricing, and program design.

**B. CONTACT:**

All communications concerning this Request for Proposal (RFP) are to be addressed in writing via e-mail to the attention of:

Agency of Agriculture, Food & Markets  
Ryan Patch

E-mail: [Ryan.Patch@Vermont.gov](mailto:Ryan.Patch@Vermont.gov)

The total State funding anticipated for the requested services is less than \$75,000. The Agency intends to sign contracts from the date of acceptance until February of 2023.

### C. GENERAL SPECIFICATIONS:

The State of Vermont Agency of Agriculture, Food and Markets (the Agency) is requesting proposals for technical assistance that will leverage the expertise of researchers in economics, pricing ecosystem services, program design, survey design, and collaborative research to provide information, analyses and recommendations on the payment rate and structure of a performance-based PES program in Vermont that is focused on ecosystem services (ES) from improved soil health. See Section D (SCOPE OF SERVICES) below for a complete description of the range of services being sought.

The contract form will be the State of Vermont Standard Contract for Personal Services, with attachments. Appendix A contains the customary State contract provisions. *Please refrain from bidding if the contract and provisions are not acceptable to your organization.* The State will not negotiate changes in the contract or in these provisions.

### D. SCOPE OF SERVICES:

The work to be performed under this contract is divided into seven technical service and outreach objectives (A – G) with nine specific tasks to be performed and delivered to the State as written reports with supporting documentation:

**Objective A:** Determine metrics for quantification of ecosystem services from soil health

**Task 1:** Communicate with PES Soil Health Task Group about their recommended metrics. Summarize options for modeling and measuring these metrics, with recommendations. Develop individual vs index measures.

**Objective B:** Establish range of acceptable/preferred payment rates using contingent valuation

**Task 2:** Build scenarios to illustrate how Vermont farm management influences soil health performance. Focus these scenarios on the soil health metrics identified by the Soil Health Task Group (Task 1).

**Task 3:** Work closely with and on behalf of the PES Working Group to engage farmers and other stakeholders via surveys and focus groups to capture preferred and minimum level of payment they would be willing to accept. Partner with farmer networks on this task. (informed by Tasks 1 and 2)

**Objective C:** Calculate range of full economic cost to farmer per unit of soil health metric to provide lower bound on payment rate and aid farmer decision-making

**Task 4:** Calculate a comprehensive economic cost (i.e. inclusive of opportunity costs) of a wide range of field management changes identified in Task 2. Combine costs with estimates of per unit change in soil health (also from Task 2) to calculate a range of total cost per unit of soil health or ecosystem service.

Understanding cost per unit will aid farmer decision-making and lead to more cost-effective outcomes. This information can also establish a lower bound on payment rate.

**Objective D:** Establish an estimate of the total value to society of soil health in Vermont agriculture

**Task 5:** Conduct an ecosystem services valuation study analyzing ecosystem services prioritized by the PES WG, using local data when available and benefits transfer estimates when not. As part of this work, develop an estimate/range of ecosystem services value per unit of soil health identified in Task 1. This information can help establish an upper bound on payment rate.

**Objective E:** Review and summarize existing models of performance-based programs for PES working

**Task 6:** Review and summarize performance-based programs in other states and countries with relevant models for the working group in a report, a summary table and slides. (e.g., California Healthy Soils, Soil & Water Outcomes Fund, etc.).

**Task 7:** Review and summarize methodology, protocol, and case-study for quantifying a 'net-zero' Vermont farm operation with regards to agricultural GHG emissions and sequestration rates.

**Objective F:** Provide clarity and recommendations on crucial PES program structure options

**Task 8:** Engage with the PES WG in an on-going and collaborative manner to provide clarity and recommendations on crucial PES program structure options. Produce a concise report and presentation for the PES WG to aid the program design process by assessing and illuminating several program structure options, including such elements as:

- Eligibility and conditions for participation
- Quantification methodology
- Baselines/additionality
- Incentive structure. Explore use of two-tier approach:
- Monitoring and verification
- Duration of participation (i.e. limited duration or in perpetuity?)

**Objective G:** Collaborate closely with the PES WG and build trust in the process, the information and the recommendations from this work

**Task 9:** Document and communicate the research process and resulting data to the VT PES WG and its Task Groups in an open and transparent manner throughout the project time period. Consistently report on progress at regular PES WG meetings throughout the fall, which will be held every 2-3 weeks from September to December 2021. Meetings will mostly be virtual or occasionally in person.

## **E. PERFORMANCE REQUIREMENTS:**

The performance requirements for this contract are the successful delivery of reports on a schedule agreed upon by contractor and the State with draft reports for each objective being delivered by September 15, 2021. A draft final report for all objectives will be delivered by December 31, 2021.

## **F. PROPOSAL FORMAT:**

This proposal shall include the following elements:

1. **Qualifications of the Project Team:** Identity qualifications of the persons who will be available for work under this contract (“project team”) and who will be the single point of contact. For each member of the project team, please enter the following information:

- Name and Title
- Project Team Role
- Professional Licenses or Certifications held
- Resumes for each team member

2. **Technical Investigation Experience:** Please describe experience with technical investigations and related research, and ability to create documents and products that are accessible to and can be used by local partners working to understand ecosystem services and agricultural systems in Vermont.

3. **Agricultural Non-Point Source Water Quality Pollution and Payment for Ecosystem Services Programming Experience:** Please describe experience working with quantification of soil health, economic cost evaluation, contingent valuation, and ecosystem services valuation in the context of Agricultural Non-Point Source Water Quality Pollution within the last five (5) years. Elaborate on the roles performed as part of the experience. If no such experience, please indicate so.

4. **Scope of Services:** Please provide a brief description of the proposed methodology/approach and timeline for completing each of the objectives listed in the Scope of Services detailed above. This workplan should additionally detail proposed outputs and outcomes associated with each objective.

5. **Contract Budget Proposal:** Please provide an estimated budget for the Scope of Services detailed above. The estimated budget must include cost breakdown by major task and budget categories (i.e. personnel, equipment), linking costs to specific tasks/deliverables wherever possible. Breakdowns should indicate costs to be covered by VAAFMM contract and other sources (if applicable), as well as any match amounts and totals. Please refer to the sample budget worksheet below. This budget shall include any and all potential costs to be incurred.

Labor Rates – Please provide billing rates for services and identification of staff by services provided, including the amount of capacity in hours each individual is estimated to commit to the project.

Travel – Please include estimated costs for travel and per diem that may be incurred under this contract.

**EXAMPLE:** Budget Spreadsheet (*Budget numbers in this table are used only for the purpose of the sample.*)

	Task 1	Task 2	Task 3	Agency Contract Total	Proposed Match (if any)	Project Total (Contract + Total)
<b>Personnel</b>	\$1,000	\$0	\$1,000	\$1,000	\$1,000	\$2,000
<b>Fringe (% of Personnel)</b>	\$300	\$0	\$600	\$900	\$0	\$900
<b>Travel</b>	\$300	\$0	\$250	\$300	\$250	\$550
<b>Supplies</b>	\$0	\$1,250	\$0	\$1,000	\$250	\$1,250
<b>Professional Services</b>	\$0	\$10,000	\$0	\$10,000	\$0	\$10,000

<b>Total Direct</b>	\$1,600	\$11,250	\$1,850	\$13,200	\$1,500	\$14,700
<b>Indirect (y% of direct)</b>	\$240	\$1,688	\$277	\$2,205	\$0	\$2,205
<b>TOTAL BUDGET</b>	\$1,840	\$12,938	\$2,127	\$15,405	\$1,500	\$16,905

Please note that once awarded, the Agency will develop a contract for services to include reimbursable travel expenses (mileage, airfare, lodging, meals, etc.) as part of the Contractor's fixed or hourly rate(s) or include a fixed travel allowance amount. However, the amount the Contractor includes in the rate or as an allowance, must be determined to be reasonable. Reasonableness should be based on 1) the agreed Statement of Work specifications for number of on-site days, weekly/monthly trips, over-night stays, mileage, etc.; and 2) standard travel costs, with consideration for Federal funding requirements, any limits that may apply, or per diems, such as Federal General Services Administration (GSA) rates for meals and lodging.

**6. Capacity to Accomplish the Work:** Please comment on the availability of project members as well as the ease of scheduling and coordinating based on existing relationships.

**7. Geographic Availability:** Indicate any geographic limitations on availability; i.e. will availability to provide the described scope of services be limited by distance from home, office, or base of operations?

**8. Certificate of Compliance (APPENDIX B.)** A complete proposal shall include a signed Certificate of Compliance. This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid, and indicates the applicant agrees to required contract terms for the State including tax, insurance, and all other applicable contract terms.

#### **G. CANDIDATE SELECTION CRITERIA:**

All proposals will be judged by the following weighted criteria:

- Completeness – All proposals shall be evaluated for completeness. All proposal elements identified in Section F above must be included. Incomplete proposals will not be evaluated. In the event an insufficient number of proposals are considered complete, bidders may be given extra time to submit addendums.
- Qualifications of the Project Team – 15%.
- Technical Investigation Experience – 20%
- Agricultural Water Quality Project and/or Payment for Ecosystem Services programming Experience – 20%
- Scope of Services, Capacity to Accomplish the Work and Geographic Availability – 20%
- Cost – 25%

The State may conduct interviews with the finalists at its discretion.

#### **H. CONTRACTOR SELECTION SCHEDULE:**

Proposals are due in the office of the Vermont Agency of Agriculture, Food & Markets in Montpelier by 4:30 p.m. on **July 26, 2021**. Contract award will be issued by **August 26, 2021**, and bidders no longer being considered will be notified by mail or email.

## APPENDIX A. State Contract Terms

### STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, Agency of Agriculture, Food and Markets (hereinafter called "State"), and \_\_\_\_\_, with a principal place of business in \_\_\_\_\_, (hereinafter called "Contractor"). Contractor's form of business organization is \_\_\_\_\_. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, 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 the Facilitation, Coordination and Planning of the Soil Conservation Practice and Payment for Ecosystem Services Working Group. Detailed services to be provided by 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 \$\_\_\_\_\_.00.
4. **Contract Term.** The period of Contractor's performance shall begin on \_\_\_\_\_, 20\_\_ and end on \_\_\_\_\_, 20\_\_.
5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.
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. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.
8. **Attachments.** This contract consists of \_\_\_ pages including the following attachments which are incorporated herein:
  - Attachment A - Statement of Work
  - Attachment B - Payment Provisions
  - Attachment C – "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017)
  - Attachment D - Other Provisions (if any)
9. **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 (if applicable)
  - (3) Attachment C (Standard State Provisions for Contracts and Grants)
  - (4) Attachment A
  - (5) Attachment B

### WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Signature: \_\_\_\_\_  
Secretary/Deputy Secretary  
Vermont Agency of Agriculture, Food, & Markets

By the Contractor:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT A**  
**STATEMENT OF WORK**

**SCOPE OF WORK:**

The work to be performed under this contract is divided into seven technical service and outreach objectives (A – G) with nine specific tasks to be performed and delivered to the State as written reports with supporting documentation:

**Objective A:** Determine metrics for quantification of ecosystem services from soil health

**Task 1:** Communicate with PES Soil Health Task Group about their recommended metrics. Summarize options for modeling and measuring these metrics, with recommendations. Develop individual vs index measures.

**Objective B:** Establish range of acceptable/preferred payment rates using contingent valuation

**Task 2:** Build scenarios to illustrate how Vermont farm management influences soil health performance. Focus these scenarios on the soil health metrics identified by the Soil Health Task Group (Task 1).

**Task 3:** Engage farmers and other stakeholders via surveys and focus groups to capture preferred and minimum level of payment they would be willing to accept. Partner with farmer networks on this task. (informed by tasks 1 and 2)

**Objective C:** Calculate range of full economic cost to farmer per unit of soil health metric to provide lower bound on payment rate and aid farmer decision-making

**Task 4:** Calculate the full economic cost (i.e. inclusive of opportunity costs) of a wide range of field management changes identified in Task 2. Combine costs with estimates of per unit change in soil health (also from Task 2) to calculate a range of total cost per unit of soil health or ecosystem service. Understanding cost per unit will aid farmer decision-making and lead to more cost-effective outcomes. This information can also establish a lower bound on payment rate.

**Objective D:** Establish an estimate of the total value to society of soil health in Vermont agriculture

**Task 5:** Conduct an ecosystem services valuation study, using local data when available and benefits transfer estimates when not.

**Objective E:** Review and summarize existing models of performance-based programs for PES working

**Task 6:** Review and summarize performance-based programs with relevant models for the working group in a report, a summary table and slides. (California Healthy Soils, Soil & Water Outcomes Fund, etc.).

**Task 7:** Review and summarize methodology and protocol for quantifying a 'net-zero' Vermont farm operation with regards to agricultural GHG emissions and sequestration rates.

**Objective F:** Provide clarity and recommendations on crucial PES program structure issues

**Task 8:** Assess the options for each of the program structure issues listed below in close conjunction with the PES WG. Engage with the PES WG in an on-going and collaborative manner to produce a concise report and presentation for the PES WG to illuminate the options and aid the program design process including such elements as:

- Eligibility and conditions for participation
- Quantification methodology
- Baselines/additionality
- Incentive structure. Explore use of two-tier approach:

- Monitoring and verification
- Duration of participation (i.e. limited duration or in perpetuity?)

**Objective G:** Build public trust in the process, the information and the recommendations from this work

**Task 9:** Document and communicate the process and data in an open and transparent manner throughout the project time period. Engage regularly with the VT PES WG and its Task Groups as the above activities are conducted.

**PERFORMANCE REQUIREMENTS:**

The performance requirements for this contract are the successful delivery of reports on a schedule agreed upon by contractor and the State with draft reports for the nine tasks being delivered by September 15, 2021. A draft final report for all objects will be delivered by December 31, 2021.

**ATTACHMENT B**  
**PAYMENT PROVISIONS**

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
  - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the State at the following address: \_\_\_\_\_
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows: \_\_\_\_\_

**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)

**APPENDIX B: CERTIFICATE OF COMPLIANCE**

**RFP/PROJECT:**

**DATE:**

**CERTIFICATE OF COMPLIANCE**

For a bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.

A. **NON COLLUSION:** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.

B. **CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.

C. **FORM OF PAYMENT:** Does Bidder accept the Visa Purchasing Card as a form of payment?

\_\_\_ Yes \_\_\_ No

D. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

Self-Reporting. Bidder hereby self-reports the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers, that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

**Subcontractor Reporting.** Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will 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), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

E. Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification

**Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):**

1. Bidder owns, leases or utilizes, for business purposes, space that has received:
- Energy Star® Certification
  - LEED®, Green Globes®, or Living Buildings Challenge<sup>SM</sup> Certification
  - Other internationally recognized building certification:

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2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder's place of business. Please explain:

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3. Please Check all that apply:

- Bidder can claim on-site renewable power or anaerobic-digester power ("cow-power"). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
- Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
- Bidder's heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
- Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this?
  
- Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..
- Bidder offers employees an option for a fossil fuel divestment retirement account.
- Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:

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4. Please list any additional practices that promote clean energy and take action to address climate change:

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F. Acknowledge receipt of the following Addenda:

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Bidder Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_ E-Mail: \_\_\_\_\_

By: \_\_\_\_\_ Name: \_\_\_\_\_  
Signature of Bidder (or Representative) (Type or Print)

END OF CERTIFICATE OF COMPLIANCE