

2023 Aquatic Nuisance Control - Grants-in-Aid Block Grant

Release Date: November 1, 2022
Proposals Due: November 18, 2022

Contact for Proposals: Beth Touchette, ANR, Department of Environmental Conservation,
Financial Operations (802) 261-1318 beth.touchette@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.

If you speak a language not listed or require additional help, we offer free language assistance services. Please reach out to ANR at 802-636-7266 and we can support getting you access to the State of Vermont's free language services. The State of Vermont contracts with several Translation Services organizations, and you can visit this page for more information: <https://anr.vermont.gov/content/language-services>.

If you require assistance with technology, access, or have other issues with being able to fill out this form please contact Beth Touchette at (802) 261-1318 or beth.touchette@vermont.gov.

Introduction and Purpose

The Vermont Department of Environmental Conservation (VTDEC) Lakes and Ponds Management and Protection Program (Lakes & Ponds Program) works to protect, maintain, enhance, and restore Vermont lakes and the public uses that healthy lake ecosystems provide through outreach and education, monitoring and assessment, and regulatory programs. The Aquatic Invasive Species Program, within the Lakes & Ponds Program, coordinates management activities associated with both aquatic invasive and nuisance species; works with local, state, and federal partners to obtain and provide funds for control projects; and provides education and outreach to reduce the threat and spread of aquatic invasive species (AIS).

VTDEC is seeking proposals to administer a block grant for the Aquatic Invasive Species Grants-in-Aid Program. This block grant program will provide financial assistance to subawardees for Aquatic Nuisance Control (ANC) Grant in Aid projects that include Greeter Projects, Management Projects, and Education/Outreach/Survey Projects that meet the conditions as stated in the Aquatic Nuisance Control Vermont State Statutes ([10 V.S.A. § 1458](#)). The successful bidder and program administrator may use the State's ANC Grant in Aid Application Manual as a template for your program, create your own program, or a combination of both.

In accordance with Executive Order No. 02-22, signed on March 3, 2022, by Governor Phil Scott, the State is required to secure your certification that no Russian-sourced goods or services provided or produced by Russian

entities will be provided to the State of Vermont under this proposal. In submitting this proposal, you are providing this certification to the State.

Scope of Work

VTDEC seeks a statewide entity to administer a block grant for the Aquatic Nuisance Control Grant in Aid Program that meets the following requirements:

Aquatic Nuisance Control Grant in Aid Program funds can only be used for projects that meet the Aquatic Nuisance Control Vermont State Statutes ([10 V.S.A. § 1458](#)) and include these Project Categories and associated deliverables by municipalities and agents of the State.

Project Categories

- a. Greeter Project** – Sub awardees develop or maintain a Greeter Project (Public Access Greeter Program) at a public access on a local waterbody. Grant funds may be used for greeter salaries, physical materials needed on-site (i.e., a greeter shelter), and other associated costs. To receive funding, Coordinators and Greeters associated with the project are required to attend the annual AIS Program Greeter Project training prior to the season, and all data must be submitted to the VT Watercraft Inspection Survey 123 application by the end of the season.
- b. Education, Outreach, or Survey Project** - Sub awardees develop scientific surveys and/or reports, supports activities that reduce the threat of aquatic invasive species, or informs the State on the proliferation of an aquatic nuisance species. The results, demonstrated in a report format, should assist in informing the block grant program steward and the State of the nuisance, the extent of aquatic species present including native, non-native, and invasive species, and what best management practices might be utilized to reduce the population. Examples of projects include aquatic invasive/nuisance species surveys, the development of aquatic invasive species management plans, the demonstration of practices or technologies that reduce AIS or their impacts on native aquatic species, etc.
- c. Management Project** - Sub awardees implement projects for the control or management of an aquatic nuisance species. In doing so and in most projects, sub awardees implement a best management practice based on the management plan for the known aquatic nuisance species, and report on the success of the project, type of practice(s) and location(s) of implementation, the acreage or amount of harvested materials, and the associated costs of the project implementation. For Management Projects that require an ANC Permit, the project must meet the requirements and regulations as stated in the permit. Incipient populations are a priority for VTDEC funding through this block grant.

As part of administering the block grant program, the applicant will be responsible for the following activities:

- Serve as the administrative point-of-contact for municipalities and lake associations regarding this program.
- Announce the program to maximize participation.
- Develop and implement a process for municipalities and lake associations to apply to the program.
- Partner with VTDEC to develop a scoring system to finalize grant awards, and to inform VTDEC of technical aspects of the program or projects therein. It would be appropriate for State

Staff to serve on the review committee to score proposals and be part of a collaborative decision-making process. DEC will provide its “no objection” on final proposed grant awards, with no objection defined as “permission to proceed with the intention for sub-grant awards and demonstration that due process and the terms of the agreement have been followed in the conduct of a sub-grant award.”

- Serve as a fiscal agent by reimbursing municipalities or lake associations for ANC Projects implementation costs up to a maximum limiting amount, based on a formula developed by the State and based on the priority project categories. Document implementation project costs to ensure a substantial contribution of a minimum of 20% local match, including in-kind, transportation, municipal staff time, cash or applicable volunteer time. The State will reimburse the maximum percentage based on the documented costs of the project. Substantial contribution can include financial or technical assistance, monitoring, planning, or administrative services. All eligible expenses, including local match, must be incurred after the execution of the sub-grant agreements. ANC Permit fees paid to the State cannot be reported as match, nor reimbursed. Funds provided through this agreement cannot be used by municipalities to pay ANC Permit fees to the State.
- Complete ANC Project final performance reports and submit to the State on behalf of the municipalities, using the State-provided reporting templates, including submission of photographs that document the work implemented, or equipment purchased. Photographs must be submitted as JPG files with minimum 300 pixels per inch (PPI) resolution.

See Deliverables Table in **Deadlines and Content of Proposals** section for all deliverables that must be included in the proposal.

Funding and Method of Payment

Funding for this program comes from a portion of annual revenues from State motorboat registration fees and will be supplemented by federal funds provided by the Army Corps of Engineers. Funding available for the implementation of the scope of work identified in the RFP is estimated at approximately \$350,000 and contingent upon available funding. 90% of the final award (~\$315,000) must be used for municipal implementation, the remaining funds, up to 10% of the award (~\$35,000) can be used for delivery of the program.

All payments will be made on a reimbursable basis no more frequent than monthly, 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 agreement may be funded with federal funds, which may require additional terms and conditions.

Project Timeline

All work is to be completed between/by January 1, 2023, and December 31, 2023. Specific deliverable deadlines are indicated in the sample deliverables table below.

Procurement

Block Grant 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.

Vermont Aquatic Nuisance Control Block Grant Awardees are subject to Uniform Guidance (UG) Procurement Standards (2 CFR Part 200.318-200.326) that apply to federally funded grants where any portion of the work is being subcontracted. Minimum competitive bidding requirements in UG Procurement Standards must be met in addition to any other provisions of a Grantee's adopted purchasing or procurement policy.

- **\$10,000 or less:** If a procurement of goods, services or equipment paid for by your grant is \$10,000 or less, a grantee can follow their own adopted purchasing policy. There are no federal requirements for competitive bidding for procurements less than \$10,000.
- **More than \$10,000 and less than \$250,000:** If a procurement of goods, services or equipment paid for by your grant is more than \$10,000 and less than \$250,000, then you must obtain price or rate quotations from at least two qualified sources prior to entering into a subcontract or expending any grant funds on subcontracted work.
- **\$250,000 or more:** If a procurement of goods, services or equipment paid for by your grant is \$250,000 or more, competitive proposals must be solicited via a formal Request for Proposals process that identifies all bid evaluation factors and their relative importance.

These multiple price or rate quotations can be solicited before or after the grant is awarded. Block Grant Awardee should maintain any requests for proposals/price or rate solicitation documents, bids received, subcontract documents and any other relevant procurement documents in their grant file. Block Grant Awardee should be able to produce upon request during the record retention period.

Deadlines and Content of Proposals

Questions: All questions are required to be submitted electronically via email to Beth Touchette at beth.touchette@vermont.gov by **November 11, 2022, 12:00 pm (noon) Eastern Time (ET)** using the subject line "*Aquatic Nuisance Control Block Grant RFP Questions.*"

Submittal: All proposals must be submitted electronically via email to beth.touchette@vermont.gov by **November 18, 2022, 4:00 pm ET** using the subject line "*Aquatic Nuisance Control Block Grant RFP Proposal.*"

Bid opening: Proposals are anticipated to be opened **Monday, November 21, 2022, at 9:00 am ET.**

Notification: Proposal preliminarily accepted by DEC is anticipated to be notified no later than **December 2, 2022.**

All proposals must include the following information:

- Proposals must clearly address each of the selection criteria identified in this RFP below.
- A detailed scope of work describing how the deliverables will be met.
- A statement identifying individuals who were involved in the preparation of the proposal as well as a single point of contact.
- A detailed description of the organization's experience with administering block grants and project staff qualifications and experience. This can include resumes, reports, and descriptions of expertise.
- A certificate of insurance, indicating that the entity or entities have met the insurance requirements listed in Attachment C.

- Organization’s Unique Entity ID (UEI) Number (this can be accessed by viewing your registration in sam.gov)
- A cost breakdown sheet in response to the scope of work:
 - Itemized breakdown of labor/equipment rates,
 - estimated hours, material, subcontractor costs (if applicable) per item.
 - leveraging matching funds/in-kind work.
 - program delivery costs, and
 - cumulative total
- A complete risk assessment questionnaire. (See attached).
- A complete Act 154 Certificate of Good Standing. (See attached).
- A complete and detailed deliverables table. An example of a deliverables table is included below.

Deliverables table that must be included in the proposal:

	Performance Measure	Deliverable	Timeframe
1	<u>The Awardee will:</u> <ul style="list-style-type: none"> • Develop and advertise ANC Grant Program. • Receive ANC Grant applications and partner with VTDEC to award funds to municipalities and state agents. 	<ul style="list-style-type: none"> • List of Grantees, ANC Projects, and ANC Grant Award amount 	Preparations will begin immediately upon receipt of award approval Deliverables by March 1, 2023
2	<u>The Awardee will:</u> <ul style="list-style-type: none"> • Compile ANC Grantee Final Reports using VTDEC Templates. • Finalize award amounts based on work completed. 	<ul style="list-style-type: none"> • List of Grantees, ANC Projects, and final ANC Grant Award amount • ANC Grantee Final Report compilation 	November 30, 2023
3	<u>The Awardee will:</u> <ul style="list-style-type: none"> • Develop and submit a Final Administrative Report on the ANC Grant Block Grant 	<ul style="list-style-type: none"> • Final Administrative Report on the ANC Grant Block Grant 	December 31, 2023/ END OF AGREEMENT

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: Administration of the Grant-in-Aid Program - (25%)**
 - Demonstration of capacity to administer the grants-in-aid program.

- Demonstration of qualifications of the project team; and
- Demonstration of how the recipient will fulfill reporting requirements.
- **Criteria #2: Expertise on the Subject Matter – (25%)**
 - Demonstration of expertise or experience pertaining to the advertised RFP.
 - Demonstration for understanding and familiarity with aquatic nuisance species projects.
- **Criteria #3: Municipal Support – (25%)**
 - Demonstration of how the recipient will provide administrative support to municipalities to maximize municipal participation.
- **Criteria #4: Quality of the Proposal – (10%)**
 - All required materials are included with the proposal.
 - The specifications of the RFP were addressed in the proposal;
 - The budget is clear, numerically accurate and includes only eligible expenses; and
 - The proposal is clear, articulate, and thoughtfully prepared.
- **Criteria #5 Cost (15%):**
 - Budget; and
 - Program delivery costs.

Eligibility

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

The State reserves the right:

- to accept or reject any and all bids, in whole or in part, with or without cause in the best interest of the State.
- 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.). If uncertain of whether a condition qualifies as a technicality, consult with the OPC or AGO for clarification. For example, a late bid is NOT considered a technicality.
- 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.

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

- FFA – Standard Grant Agreement (template)
- Attachment C – Standard State Provisions for Contracts and Grants, Revised December 15, 2017
- Risk Assessment Questionnaire
- Act 154 Good Standing Certification

FFA - STANDARD GRANT AGREEMENT

1. **Parties:** This is a Grant Agreement between the State of Vermont, Department of Environmental Conservation (hereinafter called “State”), and _____ with principal place of business at _____, (hereinafter called “Subrecipient”). It is the Subrecipient’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this Grant Agreement is _____. Detailed scope to be provided by the Subrecipient are described in Attachment A.
3. **Maximum Amount:** In consideration of the scope of work to be performed, the State agrees to pay Subrecipient, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$ _____. Attachment B, Payment Provision provides details on how the grantee will be reimbursed. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the subrecipient without written approval from the State.
4. **Procurement:** The Subrecipient certifies that for any equipment, supplies, and/or services outside of their organization, that they have and will follow their procurement policy.
5. **Ownership and Disposition Assets:** Grantee must submit a written request to retain the asset at the end of grant 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. **Source of Funds:**

___ General	___ Federal	___ Other
\$	\$	\$
		Fund

 - a. For grants funded with federal dollars only.
 - CFDA Title
 - CFDA Number
 - Award Name
 - Award Number
 - Award Year
 - Federal Granting Agency
 - Research and Development Grant? Yes No
7. **Grant Term:** The period of Subrecipient’s performance shall begin upon date of execution, signified by the date of signature by the State and end on _____.
8. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient. 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 Grant Agreement may be cancelled by either party by giving written notice at least _____ days in advance.
10. Fiscal Year: The Subrecipient's fiscal year starts _____ and ends _____ .
11. Work product ownership: Upon full payment by the State, all products of the Subrecipient'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 Subrecipient.
12. Attachments: This Grant consists the following attachments that are incorporated herein:
 Attachment A - Scope of Work to be Performed
 Attachment B – Budget and Payment Provisions
 Attachment C - Customary State Grant Provisions
 Attachment D – Other Provisions
 Attachment E – Disadvantaged Business Enterprise Subcontractor Effort and Utilization Form

Legal Name and Unique Entity ID on File with www.sam.gov (1):

 Print Legal Name

 Unique Entity ID (2)

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

Yes No

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

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT.	
STATE OF VERMONT	SUBRECIPIENT
By:	By:
_____	_____
Commissioner	Name: (Print) _____
Dept of Environmental Conservation	Title: _____

**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)



RISK ASSESSMENT QUESTIONNAIRE

The purpose of the risk assessment is to determine whether a potential grantee is financially stable and if the organization 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 organization use an electronic accounting software system (as opposed to manual)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Does the accounting system track receipts and disbursements by funding source?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Does your organization maintain documentation to substantiate the value of in-kind contributions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Does your organization have a Financial Director, Financial Manager, Treasurer or equivalent?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Does your organization regularly monitor budgeted versus actual expenditures to ensure that cost categories are not over-spent or under-spent?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Does your organization have written procurement procedures indicating which individuals are authorized to initiate a purchase request, the flow of documents, and the requested levels of approval?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. A) Did your organization expend more than \$750,000 in federal funds during your previous fiscal year?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B) Did your organization have a Single Audit performed? If so, please include the Single Audit Report with submittal of Risk Assessment Questionnaire.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C) If there were any findings in the Single Audit Report, has your agency implemented action plans to address all findings? If no, please explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Question	Yes	No	N/A
8. Does the organization have a system to track staff time spent on various grants/projects, for employees whose salaries are allocated to more than one contract/grant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Has your organization recently implemented any system changes including financial management, accounting systems, or any significant management changes? If yes, please explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Does your organization have a written Accounting and Financial Reporting Policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Does your organization require employees to follow a Personnel Policy with spending guidelines?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Print Name

Print Name

Date

Date

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.

Form: B5-Act154Cert

Issued: April 2018

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.

