Request for Quote
(RFQ)

for the Supply and Delivery of

FIREWOOD

for the 2027 State Parks Operating Season

Northeast Region Vermont State Parks

Date of Issue 11/25/2026

State of Vermont
Agency of Natural Resources
Department of Forests, Parks and Recreation (FPR)
1636 VT-232
Marshfield, VT 05658

INDEX

INVITATION TO SUBMIT BID

INSTRUCTIONS FOR VENDORS SUBMITTING PROPOSALS

BID PROPOSAL

BACKGROUND CONTRACT

PERIOD SCOPE OF SERVICES

SCHEDULE AND ESTIMATED VOLUMES PAYMENT

STRUCTURE

BASIS OF AWARD

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

INVITATION TO SUBMIT BID

STATE OF VERMONT

DEPARTMENT OF FORESTS, PARKS, AND RECREATION

Qualified vendors are invited to bid on the supply and delivery of firewood to various Vermont State Parks in the northeast region of the state.

Bids will be accepted by the Department of Forests, Parks and Recreation at the location specified in the Instructions to Vendors Submitting Proposals until **2:30 p.m. on Wednesday January 20, 2027,** via courier, USPS mail, or email. Attached to this invitation are the bid documents.

Questions concerning this Request for Quote should be directed to Tracy Zayac, Northeast Regional Parks Facilities & Logistics Coordinator, who may be contacted at tracy.zayac@vermont.gov or at 802-426-3040 or 802-793-9360.

INSTRUCTIONS TO VENDORS SUBMITTING PROPOSALS

1. Read all provided materials carefully.

2. Complete all items on bid form.

3. Submit one (1) copy of included "STATE PARK FIREWOOD BID PROPOSAL" via:

USPS mail or in-person delivery to:

Tracy Zayac
VT Department of Forests, Parks and Recreation
1636 VT Route 232
Marshfield, VT 05658
ATTN: "STATE PARK FIREWOOD BID"

Or *email to:*

tracy.zayac@vermont.gov
SUBJECT LINE: "FIREWOOD BID"

- Receipt of emailed proposals will be verified by a returned confirmation email within one business day.

BIDS MUST BE RECEIVED BY 2:30 p.m. on Wednesday, January 20, 2027.

2027

FIREWOOD BID PROPOSAL

Supply and Delivery of Firewood to Northeast Vermont State Parks

TO: STATE OF VERMONT
Department Forests, Parks and Recreation
1636 VT Route 232
Marshfield, VT 05658

DATE:_____

Parks Management Staff:

The undersigned proposes to provide firewood as indicated on the attached bid form. These services shall be provided in accordance with the requirements of this Request for Quote (RFQ) and its attachments prepared by the Department of Forests, Parks and Recreation (FPR or State), dated **November 25, 2026.**

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

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

PARK NAME	DELIVERY ADDRESS	PRODUCT	ESTIMATED CORDS 2025 SEASON	MINIMUM/ MAXIMUM CORDS PER DELIVERY	COST PER CORD	DELIVERY ORIGIN CODE
Maidstone	5956 Maidstone Lake Rd. Maidstone, VT 05905	Kiln Dried	**36 cords** delivery between May 24 & Sept. 6, generally as follows: May – 6 cords June – 6 cords July – 10 cords Aug. – 10 cords Sept. – 4 cords	2/6		
Brighton	102 State Park Rd. Island Pond, VT 05846	Kiln Dried	**56 cords** delivery between June 1 & Oct. 18, generally as follows: June – 12 cords July – 12 cords Aug. – 12 cords Sept.– 12 cords Oct. – 8 cords	2/6		
		Green	**24 cords** delivery between August 16 & Oct. 18	2/6		

PARK NAME	DELIVERY ADDRESS	PRODUCT	ESTIMATED CORDS 2025 SEASON	MINIMUM/ MAXIMUM CORDS PER DELIVERY	COST PER CORD	DELIVERY ORIGIN CODE
Elmore	856 VT-12 Lake Elmore, VT 05657	Kiln Dried	**42 cords** delivery between June 1 & Oct. 18, generally as follows: June – 12 cords July – 12 cords Aug. – 12 cords Sept. – 6 cords	2/6		
		Green	**10 cords** delivery between Sept. 5 & Oct. 18	2/6		
Green River Reservoir	1394 Green River Dam Rd., Hyde Park, VT 05655	Kiln Dried	**16 cords** delivery between May 15 & Oct. 18, generally as follows: June – 4 cords July – 4 cords Aug. – 4 cords Sept. – 4 cords	2/4		
		Green	**4 cords** delivery between Sept. 5 & Oct. 18	2/4		

PARK NAME	DELIVERY ADDRESS	PRODUCT	ESTIMATED CORDS 2025 SEASON	MINIMUM/ MAXIMUM CORDS PER DELIVERY	COST PER CORD	DELIVERY ORIGIN CODE
Little River	3444 Little River Rd., Waterbury, VT 05676	Kiln Dried	**72 cords** delivery between June 1 & Oct. 24, generally as follows: June – 12 cords July – 16 cords Aug – 16 cords Sept. – 16 cords Oct. – 12 cords	2/6		
Smugglers' Notch	6443 Mountain Rd. Stowe, VT 05672	Kiln Dried	**34 cords** delivery between June 1 & Oct. 18, generally as follows: June – 8 cords July – 8 cords August – 6 cords Sept. – 6 cords Oct. – 6 cords	2/6		
Smugglers' Notch Stone Hut (located off Toll Road on Mt. Mansfield)	6443 Mountain Rd. Stowe, VT 05672 **NOTE:** delivery is to the top of Mt. Mansfield	Kiln Dried	**6 cords** delivery to the top of Mt. Mansfield between June 15 & Aug. 15	Steep mountain road. Vendor has option to deliver 4 to 6 cord loads		

PARK NAME	DELIVERY ADDRESS	PRODUCT	ESTIMATED CORDS 2025 SEASON	MINIMUM/ MAXIMUM CORDS PER DELIVERY	COST PER CORD	DELIVERY ORIGIN CODE
New Discovery	4239 VT-232 Marshfield, VT 05658	Kiln Dried	**30 cords** delivery between June 1 & Oct. 18, generally as follows: June – 8 cords July – 8 cords Aug. – 8 cords Sept. – 6 cords	2/6		
Ricker Pond	18 Ricker Pond Campground Rd. Groton, VT 05046	Kiln Dried	**56 cords** delivery between June 1 & Oct. 18, generally as follows: June – 8 cords July – 16 cords Aug. – 12 cords Sept. – 12 cords Oct. – 8 cords	2/6		
Stillwater/ Big Deer	44 Stillwater Rd. Groton, VT 05046	Kiln Dried	**54 cords** delivery between June 1 & Sept. 13, generally as follows: June – 12 cords July – 20 cords Aug. – 16 cords Sept. – 6 cords	2/6		
Seyon Lodge	2967 Seyon Pond Rd., Groton, VT 05046	Kiln-Dried	**4 cords** delivery between Sept. 14 & Oct. 15	2/4		

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

- Examples of additional services or options might include the following: stacking services, same-day delivery, bulk pricing, variety of delivery quantities, etc.

The undersigned acknowledges the following:

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

The undersigned further agrees:

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

VENDOR NAME: _____

ADDRESS: _____

SIGNATURE: _____

PRINT OR TYPE NAME: _____

TITLE: _____

TELEPHONE NO.: _____

E-MAIL ADDRESS: _____

END OF FIREWOOD BID PROPOSAL

BACKGROUND

Vermont State Parks sells camping firewood to park visitors. This program achieves several goals:

1) provide a source of firewood that is reliable and affordable and will deter visitors from cutting park trees or transporting firewood that may carry undesirable or invasive species; and
2) provide a quality camping experience, with a fire that burns in a manner allowing those who choose to use it as a heat source for cooking, as well as a safe pleasant fire around which to gather.

To meet this demand and provide high-quality firewood to its customers, Vermont State Parks intends to contract with one or more vendors to provide firewood as defined for the 2027 operating season.

CONTRACT PERIOD

Contracts arising from this request for quote will commence within 30 days after notification of bid award(s) and will end April 23, 2027. The State may extend the contract period for up to two (2) additional one-year periods through a contract amendment process.

SCOPE OF SERVICES

1. **DEFINITIONS and use of terms:** The following definitions shall apply anytime the corresponding term is used:

   a. **Firewood / Wood:**
   Shall be wood processed for residential, recreational, or commercial use in any wood-burning appliance or fireplace, either indoor or outdoor, that is cut and split from a tree stem or branch which is no less than 2" in diameter.
   Shall be harvested, processed, stored, treated and transported in accordance with all applicable laws, regulations, quarantines and acceptable forestry practices including, but not limited to, recommendations to slowing the spread of Emerald Ash Borer or any other invasive pests as detailed on Vermont Invasives site:
   https://vtinvasives.org/sites/default/files/images/SlowSpreadWoodVT.pdf
   Shall be:
   - Free of construction debris and inorganic materials.
   - Reasonably free from rot and decay.
   - Cut to no less than 13 inches in length and no greater than 16 inches in length.

- Split to a maximum thickness dimension of 6 inches.
- Contain a minimal amount of small woody bark debris.

b. Firewood Composition:

Firewood shall include any trees from the following genera: *Acer, Betula, Carya, Fagus, Fraxinus, Malus, Ostrya, Prunus, Quercus* (commonly referred to as maple, birch, hickory, beech, ash, Apple, hophornbeam, cherry, oak)

c. Cord:

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

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

d. Origin:

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

e. Time of Delivery:

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

f. Moisture Content:

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

g. USDA/APHIS:

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

h. Quarantine/Quarantined Area:

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

2. Product Definitions

a. Dried:

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

b. Green:

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

c. Kiln Dried:

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

d. Heat Treated/Treated Firewood:

Firewood shall be considered "treated firewood" when it has been heat treated in accordance with the requirements of section 4.3 of the Rule Governing the Importation of Untreated Firewood into the State of Vermont, Rule No. 15-P62, adopted by the Department of Forests, Parks and Recreation, or any successor amended version: 4.3 Firewood Treatment Requirements.

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

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

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

3. Sourcing

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

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

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

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

In addition to the requirements above, the Contractor shall comply with all recommendations related to slowing the spread of Emerald Ash Borer and other invasive pests, especially, but not limited, to movement of firewood containing Ash from infested areas.

Link to the recommendations to slow the spread:
https://vtinvasives.org/sites/default/files/images/SlowSpreadWoodVT.pdf
Link to infested area map: https://vtinvasives.org/land/emerald-ash-borer-vermont

4. Delivery

Contractor shall provide and deliver cut and split dried firewood to the identified Vermont State Parks (see pages 6 through 9 of this RFQ).

a. Delivery shall be requested by a State regional contact, and delivery must be made within seven (7) calendar days from the request. Contractor shall make deliveries during normal park hours.

b. Delivery shall be as close to the front of the Park woodshed as possible at each Park location and shall be made at a time and in a manner that will keep park visitors safe and prevent damage to the park structures. Delay in delivery, damage to park structures and facilities, and/or unsafe practices during delivery may result in termination of contract and recovery of damages.

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

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

5. Schedule and Estimated Volumes:

a. Firewood shall be provided according to specific park needs, when requested by the State.

b. Deliveries may be called in to any one of the locations listed on the bid proposal form, at any point during the 2027 Park Season, up until the end of the Contract term.

c. <u>The estimated quantities of wood are approximate and are not a guaranteed order. Actual amounts may vary, either greater or less than the listed quantities</u>.

ATTACHMENT C

Scope of work also includes provisions of Attachment "C" State of Vermont, Customary State Contract Provisions, which is attached to and considered part of this RFQ.
Bidder's attention is specifically drawn to the insurance requirements in Attachment C.

PAYMENT STRUCTURE

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

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

BASIS OF CONTRACT AWARD

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

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

RESERVATION OF STATE'S RIGHTS

The State reserves the right to

- accept or reject any and all bids, in whole or in part, with or without cause in the best interest of the State;
- 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.);
- make purchases outside of the awarded contracts where it is deemed in the best interest of the State; and
- obtain clarification or additional information.

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED OCTOBER 1, 2024

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. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party's invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. 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 regarding 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:

A. 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.

B. 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.

C. 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.

D. 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: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: https://aoa.vermont.gov/Risk-Claims-COI.

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: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) 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. Use and Protection of State Information:

A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").

B. With respect to State Data, Party shall:

- **i.** take reasonable precautions for its protection;
- **ii.** not rent, sell, publish, share, or otherwise appropriate it; and
- **iii.** upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.

C. With respect to Confidential State Data, Party shall:

- **i.** strictly maintain its confidentiality;
- **ii.** not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
- **iii.** provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
- **iv.** implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
- **v.** promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
- **vi.** upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.

D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:

- **i.** industry-standard firewall protection;
- **ii.** multi-factor authentication controls;
- **iii.** encryption of electronic Confidential State Data while in transit and at rest;
- **iv.** measures to ensure that the State Data shall not be altered without the prior written consent of the State;
- **v.** measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;

vi. training to implement the information security measures; and

vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.

E. No Confidential 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 United States, except with the express written permission of the State.

F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.

G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives

H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

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 this 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, and shall include this provision in all subcontracts for work performed in Vermont. 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. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: 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.

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, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. 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), as amended by Section 17 of Act No. 142 (2010) and by

Section 6 of Act No. 50 (2011).

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 ("Confidentiality and Protection of State Information"); 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. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

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: https://bgs.vermont.gov/purchasing-contracting/debarment.

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

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information 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 lockouts) ("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 use the State's logo or otherwise 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 this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement 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 Agreement immediately, and the State shall have no obligation to pay Party 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 Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends $1,000,000 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.

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 $1,000, 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)