

Vermont Agency of Commerce and Community Development
Department of Housing and Community Development
Division for Historic Preservation
1 National Life Dr, Deane C. Davis Bldg., 6th Floor
Montpelier, VT 05620-0501

Request for Proposal (RFP)

Plymouth Notch Food Concession President Calvin Coolidge State Historic Site

The State of Vermont, Division for Historic Preservation (State) is soliciting proposals from qualified individuals or firms to operate the food concession at the President Calvin Coolidge State Historic Site in Plymouth Notch, Vermont

Key RFP Events	Date & Time
Issue Date:	June 7, 2022
Site Visit:	NA
Questions Due:	June 14, 2022 at 3:00PM
Proposals Due:	June 21, 2022 at 3:00PM

Please be advised all notifications, releases, addenda associated with this RFP will be posted at the following website referencing the same RFP title:

<https://accd.vermont.gov/about-us/bidding-opportunities>

The State will not notify interested parties with updated information. It is the bidder's responsibility to periodically check the web site above for all notifications, releases and addenda pertaining to this RFP.

Contact: Michele Snyder
Email: ACCD.Contracts@vermont.gov



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1. OVERVIEW:

The Vermont Department of Housing and Community Development, Division for Historic Preservation (hereinafter the State) through this procurement, seeks food services, including food concession, food truck services, cafe and/or deli services for the Wilder House building of the Calvin Coolidge Historic Site in Plymouth Notch.

The President Calvin Coolidge State Historic Site is the birthplace and boyhood home of the 30th U.S. President and is a pristine example of an early-20th-century Vermont hill town. This State-Owned Historic Site attracts more than 20,000 visitors annually and is open to the public from late May through mid-October. In past years, food concession at the President Coolidge site has been based in the Wilder House, the home of the President's mother. The first floor of the house was first converted to a restaurant space in the 1950s.

The site is closed every Monday. There are approximately 40 bus tours scheduled. Approximately 75% or more are coming in September and October. There are some events that will draw larger crowds. Specifically, July 4, Old Home Day (August 6), Folk and Blues Fest (Labor Day weekend) and Apple Festival (October 1).

- 1.1 **Contract Period.** Contracts arising from this RFP will be for a base period of two years, with the option to renew for two one-year extensions. The anticipated start date will be July 15, 2022.
- 1.2 **Point of Contact.** All communications concerning this RFP are to be addressed in writing to the contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State of Vermont concerning this RFP is strictly prohibited and may result in disqualification.
- 1.3 **Bidder's Conference.** A bidder's conference is not scheduled for this RFP.
- 1.4 **Question & Answer Period.** Any vendor requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must email specific questions in writing to the point of contact by the question deadline, both of which may be found on the cover page of this RFP. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions and answers will be disseminated as an addendum to the RFP and posted on the web address indicated on the cover page. Every effort will be made to respond and distribute this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.

2. SCOPE OF WORK:

- 2.1. Food services shall offer consumer-priced fare with a selection of items such as soups, sandwiches, salad plates, etc. There should be available daily a non-meat item and a selection of desserts or sweets. The menu should also have items that appeal to children.
- 2.2. The length of the concession season and the specific hours of operation will be determined by mutual agreement between State and the successful bidder. All bidders should describe plans for operating hours and dates in the proposal. See paragraph 6.4, below.
- 2.3. All recipes requiring cheese must use Plymouth Cheese, which is made at the historic site (if not available another similar Vermont cheese may be substituted). The use of other Vermont produced food products is encouraged.
- 2.4. Publicity for the food concession will make reference to the President Calvin Coolidge State Historic Site and State. All advertising and promotional materials will be reviewed and approved by the Regional Historic Site Administrator prior to release.

- 2.5. The Vendor will be responsible for obtaining proper licenses and public liability insurance.
- 2.6. The Vendor will provide the State with a copy of rooms & meals tax returns at the close of each season.
- 2.7. The Vendor will hire and supervise their own staff and must carry appropriate workers compensation coverage.
- 2.8. Should the Vendor wish to make use of any part of the kitchen or other storage space on the first floor of the Wilder House, the proposed use must be outlined in their proposal. Restrooms for the Vendor are available on the first floor of the Wilder House; these are not public facilities.
- 2.9. Vendor will provide trash and recycling receptacles for placement close to their operations. Vendor will take responsibility for emptying those receptacles in a timely fashion and for keeping the area around their operation clean and tidy.

3. DIVISION FOR HISTORIC PRESERVATION (STATE) OBLIGATIONS.

- 3.1. State will provide the space for the Vendor and assume associated regular maintenance costs.
- 3.2. State will allow Vendor to access on-site dumpster(s) for trash and recycling generated by their operations at the site.
- 3.3. State will promote and market the food concession.
- 3.4. State will inform the Vendor of the scheduling of motorcoach tours and large groups to the site.

4. QUALIFICATIONS AND BASIS FOR SELECTION (WEIGHTED EVENLY AND CONTINGENT UPON COST EFFECTIVENESS).

- 4.1. **Experience:** Previous experience in restaurant or other food concession management is preferred.
- 4.2. **Compatibility with Historic Site:** Vendor’s presence complements the character of the historic district.
- 4.3. **Menu:** The Vendor will offer an appropriate, affordable, and quality menu that will appeal to the visiting public and fitting within a historic village setting. For example, prepared foods like sandwiches and salads for take away may be an option.
- 4.4. **Selection Criteria:** Proposals will be evaluated using the following criteria and consideration:

Criteria	% Consideration
Menu & Pricing	50%
Experience	30%
Compatibility	20%

- 4.5. **Statement of Rights.** The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State. **Contracting Requirements.**

- 4.5.1. The awarded bidder(s) will be expected to enter into a contractual agreement with the State. The contract will obligate the bidder to provide the services and/or products identified in this RFP and their respective bid.
- 4.5.2. The awarded bidder(s) must be registered with the Vermont Secretary of State to do business in the State of Vermont. This includes out-of-state bidders.
- 4.5.3. By submitting a response to this RFP, the Bidder agrees to comply with all provisions of Attachment C, attached hereto. Contractor shall provide a certificate of insurance in accordance with the provisions set forth in Section 8 prior to commencement of work.

5. CONTENT AND FORMAT OF RESPONSES:

- 5.1. The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and bidders are advised to include only such information in their response as may be relevant to the requirements of this RFP.
 - 5.1.1. **Cover Letter.** Provide a succinct description of your business organization, company size, resources, and relevant experience. Please also provide the company name, address, point of contact and phone numbers of three companies with whom you have transacted similar business in the last 24 months. Please provide the point of contact who can talk knowledgeably about performance. Written references may be attached to the bid submission.
 - 5.1.2. **References.** References from three individuals familiar with your operation.
 - 5.1.3. **Business Plan.** A proposed business plan, including budgets, cost estimates, anticipated operating hours and dates, and policies and procedures is encouraged but not required.
 - 5.1.4. **Menu.** Please provide a sample menu and pricing.
 - 5.1.5. **Certificate of Compliance.** Please complete the Certificate of Compliance form attached hereto. The completed form must accompany/be included in your submission for the bid response to be considered.
 - 5.1.6. **Confidentiality.** To the extent your bid contains information you consider to be proprietary and confidential, you must comply with the following requirements concerning the contents of your cover letter and the submission of a redacted copy of your bid (or affected portions thereof).

The successful response will become part of the contract file and will become a matter of public record, as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under the State's Public Records Act, 1 V.S.A. § 315 et seq., the bidder shall submit a cover letter that clearly identifies each page or section of the response that it believes is proprietary and confidential. The bidder shall also provide in their cover letter a written explanation for each marked section explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the bidder if the identified material were to be released. Additionally, the bidder must include a redacted copy of its response for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances can the entire response be marked confidential, and the State reserves the right to disqualify responses so marked.

5.1.7. **Exceptions to Contract Terms and Conditions:** Samples of the State’s Standard Contract Form and Applicable Attachments are provided for the bidder’s reference. If the bidder wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the cover letter to the RFP response. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal.

6. SUBMISSION

6.1. **Submission Format.** Submit all bid proposals electronically. No hard copies or faxes will be accepted.

6.1.1. Bidders must submit bids via email to ACCD.Contracts@vermont.gov

6.1.2. The email subject line must read “<<Vendor Name>>Plymouth Notch Food”

6.1.3. The email must be received by the closing date and time found on the cover of this RFP.

6.1.4. The bid document must be a single digitally searchable PDF with the following naming convention “<<Vendor Name>> Plymouth Notch Food”. The PDF attachment must contain all components of the bid. Multiple emails and/or multiple attachments will not be accepted.

6.2. **Closing Date.** Bids must be received by the proposal due date, time and location specified on the front page of this RFP. Bidders are cautioned to initiate mailing in sufficient time to insure receipt by the due date. Courier and hand delivered bids must be delivered to a representative of the issuing State Agency or Department identified on the cover of this RFP. Late submissions will be returned to the bidder unopened.

6.3. **Public Bid Opening.** To mitigate the spread of COVID-19, a public (in-person) bid opening will not be held. The State will post results on the same web site as this RFP and identified on the cover page. Results will list the bidders from whom proposals were received timely and their respective city and state. Bid results are public record and only available for disclosure upon contract execution.

Certain circumstances may force the State to change the bid opening (bid due date and time) late in the process and/or close to the due date and recommends bidders frequently check the website where the RFP was posted for updates which are released and issued as an addendum to the RFP. If weather is of concern, please call the point of contact to inquire if a change in due date has been issued.

7. ATTACHMENTS:

- 7.1. Certificate of Compliance
- 7.2. Sample State of Vermont Contract Document

State Standard Contract Form

Attachment A – Scope of Work

Attachment B – Payment Provisions

Attachment C – Standard State Provisions for Contracts & Grants

The sample contract document is provided to afford the bidder awareness and understanding of the State's contract format, terms, conditions and standard provisions required of the awarded bidder. Be advised, some of the terms, conditions and provisions may impact the bidder's proposal. For example (though not exclusively), "Attachment C – Standard State Contract Provisions for Contracts & Grants" outlines the insurance requirements the awarded vendor will need to procure.

CERTIFICATE OF COMPLIANCE

This form must accompany your Bid

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

1. **Conflict of Interest.** Bidder shall disclose in writing any actual or apparent conflict of interest and has an ongoing obligation to avoid the same.
2. **Contract Terms.** Bidder hereby acknowledges they have read, understands and agrees to the terms of this RFP, including the terms outlined in the sample State of Vermont Standard Contract for Services and associated attachments.
 - 2.1. Bidder agrees to the provisions set forth in Attachment C – Standard State Contract Provisions.
 - 2.2. Bidder (except an individual doing business in his/her own name) agree to register with the Vermont Secretary of State’s office <http://www.sec.state.vt.us/tutor/dobiz/forms/fcregist.htm>
 - 2.3. Bidder agrees to obtain a Contractor’s Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/>.
3. **Addenda.** Please acknowledge receipt of Addenda associated with this RFP by checking its respective box and entering the Addendum date:

Addendum #1:	<input type="checkbox"/>	Dated:	_____
Addendum #2:	<input type="checkbox"/>	Dated:	_____
Addendum #3:	<input type="checkbox"/>	Dated:	_____

4. **Vermont Tax Certificate.** To meet the requirements of Vermont Statute 32 V.S.A. § 3113, by law, no agency of the State may enter into, extend or renew any contract for the provision of goods, services or real estate space with any person unless such person first certifies, under the pains and penalties of perjury, that he or she is in good standing with the Department of Taxes. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes, 32 V.S.A. § 3113
5. **Bidder Information & Certifying Signature.** In signing this bid, the bidder certifies under the pains and penalties of perjury that the individual or company:
 - 5.1. Is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes owed the State of Vermont.
 - 5.2. Attests no employee, officer, or agent has participated in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest.
 - 5.3. Bidder further certifies the contents of this bid proposal are true and accurate.

Vendor Name:	_____	Contact:	_____
Address:	_____	Telephone:	_____
City/State/Zip:	_____	Fax:	_____
email:	_____		
Vendor Website:	_____		
Signature:	_____	Date:	_____
Printed Name:	_____	Title:	_____

(End of Certificate of Compliance)

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, [REDACTED] (hereinafter called “State”), and [REDACTED], with a principal place of business in [REDACTED], (hereinafter called “Contractor”). Contractor’s form of business organization is [REDACTED]. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of [REDACTED]. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$ [REDACTED].00.

4. **Contract Term.** The period of Contractor’s performance shall begin on [REDACTED], 20 [REDACTED] and end on [REDACTED], 20 [REDACTED].

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

5A. Sole Source Contract for Services. This Contract results from a “sole source” procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950.

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

7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Attachments.** This contract consists of [REDACTED] pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)

Attachment D - Other Provisions (if any)

Additional attachments may be lettered as necessary

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

(1) Standard Contract

(2) Attachment D (if applicable)

(3) Attachment C (Standard State Provisions for Contracts and Grants)

(4) Attachment A

(5) Attachment B

List other attachments, if any, in order of precedence

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT A –STATEMENT OF WORK

The Contractor shall:

ATTACHMENT B – PAYMENT PROVISIONS

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

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

ATTACHMENT C - STANDARD State PROVISIONS FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

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

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

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

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

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

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

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of

insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

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

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

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

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

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

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

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

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

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

(End of Standard Provisions)