



Agency of Commerce and Community Development  
Department of Tourism & Marketing  
National Life Building – North, 6<sup>th</sup> Floor  
One National Life Drive  
Montpelier, VT 05620-0501  
[accd.vermont.gov](http://accd.vermont.gov)

## *Request for Proposal (RFP)*

### **Vermont Economic Impact Reports**

Key RFP Events	Date & Time
Issue Date:	February 23, 2024
Questions Due:	March 1, 2024 at 4:30 PM (EST)
Proposals Due:	March 8, 2024 at 1:00 PM (EST)

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.*

State Contact: Sherri Strickland  
email: [Accd.contracts@vermont.gov](mailto:Accd.contracts@vermont.gov)



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## 1. OVERVIEW

- 1.1. **Purpose.** Through this Request for Proposal (RFP) the Department of Tourism and Marketing (hereinafter the “State”) seeks one or more vendors who can provide tourism economic impact reports and analyses on an annual basis, and/or for the April 8, 2024 total solar eclipse.
- 1.2. **Contract Period.** Contracts arising from this RFP will be for a period of three years with an option to renew for up to two additional twelve-month periods. The State anticipates the start date will be March 15, 2024.
- 1.3. **State’s Single Point of Contact.** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.
- 1.4. **Question and Answer Period.** Any vendor requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front 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 or comments and the State's responses will be posted on the State’s web site <https://accd.vermont.gov/about-us/bidding-opportunities> . Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.
- 1.5. **Changes to this RFP.** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at <https://accd.vermont.gov/about-us/bidding-opportunities> . Verbal instructions or written instructions from any other source are not to be considered.
- 1.6. **Assistance.** If a bidder requires assistance in preparing their proposal or needs guidance on socioeconomic certifications, the bidder may contact the office of APEX Accelerator. APEX specializes in helping small businesses navigate the documentation associated with State and Federal procurement. Their website is: <https://accd.vermont.gov/economic-development/programs/ptac>.

## 2. SCOPE OF WORK

The State seeks one or more vendors who can provide one or more of the following:

- 2.1. An annual economic impact report, starting with CY 2023, and every calendar year after for the duration of the contract. The report should include a detailed analysis as described below with a full narrative discussing key insights. Key indicators/benchmarks - such as visitor volume and spending, tax receipts, etc. – should also be defined and included, with the understanding that they will be used consistently from year to year for the sake of comparison and understanding trends.
- 2.2. A summary report for the years 2019, 2020, 2021 and 2022 to establish a historical lookback on key indicators/benchmarks only - for purposes of trend analysis and comparison. No narrative is necessary for this deliverable.
- 2.3. An economic impact report specifically analyzing the economic impact of the April 8, 2024 Total Solar Eclipse and surrounding days on the Vermont economy, including the presumed “lift” over “normal” tourism volumes.

**2.4.** The detailed analyses should include:

**2.4.1.** Key indicators/benchmarks (to be included in full annual economic impact reports, as well as look-back summary reports). A final list of key indicators will be defined by the State and Vendor together, but likely will include:

- Estimated number of visitors to the state.
- Estimated visitor spending in the state.
- Federal, state, and local tax receipts and estimated tax impact on residents.
- Jobs and wage information related to the tourism sector.

**2.4.2.** Additional data and analysis to be included in the annual economic impact reports (2023 and forward). A final list of reporting sections will be defined by the State and Vendor together, but likely will include:

- Volume of visitors to Vermont
  - Day visitors and night visitors
  - Domestic visitors and international visitors - with a breakout specifically for Canadian visitation
- Overall Economic impact of visitors to Vermont
  - Visitor spending by category, by NAICS code or other categories as appropriate.
  - Visitor spending by accommodations type (commercial lodging, short-term rentals, and non-paid accommodation stays e.g. friends and family)
  - Tourism related GDP or other metric to gauge tourism's impact
  - Direct, indirect, and induced impacts
  - Cross-sector impact aggregation for topic areas such as outdoor recreation and the arts is desired.
- Region-specific impacts of visitors to Vermont (optional)
  - The State seeks to define economic impact beyond the state level and specific to 14 specifically defined tourism regions in the state (defined at the town level). Alternatively, economic impact analysis at the county level is acceptable.
- Data Dashboard (optional)
  - The State is interested in having access to a dashboard that can help organize and display various data sources related to tourism and economic impact.
- Current Data Available for Vermont includes:
  - Credit card data (proprietary)
  - Hotel and Short-Term Rental data (proprietary)
  - Other publicly available data such as: meals & rooms taxes, visitor center visits, airport arrivals/departures, ski industry annual reports, border crossings.
  - For more information on the type of data the State currently looks at, please visit: <https://accd.vermont.gov/tourism/research>.

### 3. GENERAL REQUIREMENTS:

**3.1. Pricing.** Bidders must price the terms of this solicitation at their best pricing. Any and all costs that Bidder wishes the State to consider must be submitted for consideration.

**3.1.1.** Prices and/or rates shall remain firm for the initial term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.

**3.1.2.** Cooperative Agreements. Bidders that have been awarded similar contracts through a competitive bidding process with another state and/or cooperative are welcome to submit the pricing in response to this solicitation.

**3.2. Statement of Rights.** The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. 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.

**3.1.3.** Best and Final Offer (BAFO). At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.

**3.1.4.** Presentation. An in-person or webinar presentation by the Bidder may be required by the State if it will help the State's evaluation process. The State will factor information presented during presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.

**3.3. Worker Classification Compliance Requirements.** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.

**3.3.1. Self-Reporting:** For bid amounts exceeding \$250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.

**3.3.2. Subcontractor Reporting:** For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with 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). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list MUST be updated and provided to the State as additional subcontractors are hired. A sample form is available online at

<http://bgs.vermont.gov/purchasing-contracting/forms>. **The subcontractor reporting form is not required to be submitted with the bid response.**

- 3.4. *Executive Order 05-16: Climate Change Considerations in State Procurements.*** For bid amounts exceeding \$25,000.00 Bidders are requested to complete the Climate Change Considerations in State Procurements Certification, which is included in the Certificate of Compliance for this RFP.

After consideration of all relevant factors, a bidder that demonstrates business practices that promote clean energy and address climate change as identified in the Certification, shall be given favorable consideration in the competitive bidding process. Such favorable consideration shall be consistent with and not supersede any preference given to resident bidders of the State and/or products raised or manufactured in the State, as explained in the Method of Award section. But, such favorable consideration shall not be employed if prohibited by law or other relevant authority or agreement.

- 3.5. *Method of Award.*** Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given first to resident bidders of the state and/or to products raised or manufactured in the state, and then to bidders who have practices that promote clean energy and address climate change, as identified in the applicable Certificate of Compliance.

**3.5.1. *Evaluation Criteria.*** Consideration shall be given to the Bidder's project approach and methodology, qualifications and experience, ability to provide the services within the defined timeline, cost, and/or success in completing similar projects, as applicable, and to the extent specified below.

<b>*Evaluation Criteria</b> (Please identify key criteria and assign a percentage of consideration {value importance} used to evaluate and rank proposals)		
<b>Criteria</b>	<b>Consideration %</b>	
Comprehensiveness of the Data and analysis Provided – what level and type of information will be provided	25	%
Methodology and approach: Data used, confidence in the data, honest and trustworthy insights, and caveats to the data	30	%
Qualifications of provider: expertise of staff and previous experience, key differentiators	30	%
Price	15	%
<b>Total should equal 100%</b>	<b>100</b>	<b>%</b>

- 3.6. *Contract Negotiation.*** Upon completion of the evaluation process, the State may select one or more Vendors with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State. In the event State is not successful in negotiating a contract with a selected Vendor, the State reserves the option of negotiating with another Vendor, or to end the proposal process entirely.
- 3.7. *Cost of Preparation.*** Bidder shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.

**3.8. Contract Terms.** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachment C as attached to this RFP for reference.

**3.8.1. Business Registration.** To be awarded a contract by the State of Vermont a vendor (except an individual doing business in his/her own name) must be registered with the Vermont Secretary of State's office <http://www.sec.state.vt.us/tutor/dobiz/forms/fcregist.htm> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/>.

**3.8.2.** The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.

**3.8.3. Payment Terms.** All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent. Payment terms are Net 30 days from receipt of an error-free invoice with all applicable supporting documentation. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

**3.8.4. Quality.** If applicable, all products provided under a contract with the State will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.

**4. CONTENT AND FORMAT OF RESPONSES:** 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. At a minimum, the bid response will include a Cover Letter, Technical Response, Certificate of Compliance and Price Proposal.

**4.1. Cover Letter.**

**4.1.1. 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).

**4.1.2.** All responses to this RFP will become part of the contract file and will become a matter of public record under the State's Public Records Act, 1 V.S.A. § 315 et seq. (the "Public Records Act"). If your response must include material that you consider to be proprietary and confidential under the Public Records Act, your cover letter must clearly identify each page or section of your response that you consider proprietary and confidential. Your cover letter must also include 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, you must include a redacted copy of your 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 may your entire response be marked confidential, and the State reserves the right to disqualify responses so marked.

- 4.1.3. Exceptions to Contract Terms and Conditions.** If a 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.

**4.2. *Technical Response.*** In response to this RFP, Bidder shall address the following:

**4.2.1.** For proposals related to the **CY 2023 Vermont Visitor Economy Economic Impact Report** plus subsequent year updates, please provide:

- a. Overview of the report you will provide, including key metrics and areas of analysis and insights.
- b. Description of data you will use to develop your analysis, including;
  - Data needed from the State.
  - Publicly available data
  - Data outsourced from partners.
  - Primary data generated by your team
  - Additional data available for purchase on an ongoing basis, beyond what is included in the economic impact report
- c. Methodology:
  - How will you utilize various data inputs to develop the key indicators/benchmarks and/or cross-check and validate?
  - Assumptions and Caveats: What key assumptions are part of the analysis? What caveats should we be aware of about the limitations of the numbers you will provide?
- d. Differentiation: What makes your team uniquely qualified to do this work for the State?
- e. Qualifications of the firm and key personnel
  - Background and related experience
  - Staff bios
  - 3 references for related work (please provide name and email)
- f. Cost (via price schedule attached)

**4.2.2.** For proposals related to the **2019-2022 historical lookback key indicators/benchmarks**, please provide:

- a. Overview of the report you will provide, including key indicators/benchmarks and areas of analysis and insights.



- b. Description of data you will use to develop your analysis, including
  - Data needed from the State
  - Publicly available data
  - Data outsourced from partners
- c. Methodology: how will you utilize various data inputs to develop the key indicators/benchmarks and/or cross-check and validate?
- d. Assumptions and Caveats: What key assumptions are part of the analysis? What caveats should we be aware of about the limitations of the numbers you will provide?
- e. Describe how this deliverable will “mesh” with the CY2023 and future economic impact reports (i.e. the actual benchmarks and methodology used, so as to facilitate comparisons)
- f. Cost (via price schedule attached)

**4.2.3.** For proposals related to the **April 8 2024 Solar Eclipse Economic Impact Report**, please provide:

- a. Overview of the report you will provide, including key metrics and and areas of analysis and insights
- b. Description of data you will use to develop your analysis, including
  - Data needed from the State
  - Publicly available data
  - Data outsourced from partners
  - Primary data generated by your team
- c. Approach/Methodology:
  - Will this event-specific approach be different than a “typical” annual economic impact analysis? If so, how?
  - how will you utilize various data inputs to develop the key indicators/benchmarks and/or cross-check and validate?
  - Assumptions and Caveats: What key assumptions are part of the analysis? What caveats should we be aware of about the limitations of the numbers you will provide?
- d. Differentiation: what makes your team uniquely qualified to do this work for the State?
- e. Qualifications of the firm and key personnel
  - Background and related experience
  - staff bios
  - 3 references for related work (please provide name and email)
- f. Cost (via price schedule attached)

**4.2.4.** You may also include a proposals for any add-on work or project extensions you think are appropriate.

4.2.5. Identify the names of all subcontractors you intend to use, the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s), as per RFP section 3.3.2 above.

4.3. **Certificate of Compliance.** This form must be completed and submitted as part of the response for the proposal to be considered valid.

4.4. **Price Proposal.** Bidders shall submit their pricing information in the Price Schedule attached to the RFP.

## 5. SUBMISSION INSTRUCTIONS:

5.1. **Closing Date.** Bids must be received by the State by the due date specified on the front page of this RFP. Late bids will not be considered.

5.1.1. The State may, for cause, issue an addendum to change the date and/or time when bids are due. If a change is made, the State will inform all bidders by posting at the webpage indicated on the front page of this RFP.

5.1.2. There will not be a public bid opening. However, the State will record the name, city and state for any and all bids received by the due date. This information is available upon request to the single point of contact identified on the cover of this RFP..

5.2. **Bid Delivery Instructions.** All bid proposals must be submitted in digital format as described below. No hard copies, faxes or in-person delivery will be accepted.

5.2.1. Please submit proposals electronically via email to [ACCD.Contracts@vermont.gov](mailto:ACCD.Contracts@vermont.gov)  
**Bids must be received by the closing date and tie found on the cover of this RFP**

5.2.2. The email subject line must read “<<Vermont Economic Impact Reports>> – Bid Proposal.”

5.2.3. The email must contain a PDF attachment of the bid OR contain a viable download link.

5.2.4. The bid document must be a single digitally searchable PDF with the following naming convention <<Vermont Economic Impact Reports-RFP Title Bid>> . The PDF attachment must contain all components of the bid. Multiple emails and/or multiple attachments will not be accepted.

6. **BID SUBMISSION CHECKLIST:** For your convenience, the following check list identifies required documents for submission:

- ✓ Cover Letter
- ✓ Technical Response (and if applicable, Redacted Technical Response)
- ✓ Signed Certificate of Compliance
- ✓ Price Schedule
- ✓ References

## 7. ATTACHMENTS:

7.1 Certificate of Compliance Form (*Required with Bid Submission*)

7.2 Price Schedule (*Required with Bid Submission*)

7.3 Sample State of Vermont Contract Document

State of Vermont Standard Contract for Services

Attachment A – Scope of Work

Attachment B – Payment Provisions

Attachment C – Standard State Provisions for Contracts & Grants

Attachment D – General Conditions for Construction Contracts

Attachment E – State of Vermont Federal Terms Supplement (Non-Construction)

Exhibit 1 - Worker Classification Compliance Requirement; Subcontractor Reporting Form

Appendix 1 – Performance Measures & Evaluation

*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 Proposal*

**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. **Non-collusion.** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.
2. **Contract Terms.** Bidder hereby acknowledges that is has read, understands, and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.
3. **Executive Order 05-16 – Climate Change Self-Certification:** Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):

1. Bidder owns, leases or utilizes, for business purposes, space that has received
  - ☐ Energy Star® Certification
  - ☐ LEED®, Green Globes®, or Living Buildings Challenge<sup>SM</sup> Certification
  - ☐ Other internationally recognized building certification
2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder's place of business. Please explain:  
  

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3. Please Check all that apply:
  - ☐ Bidder can claim on-site renewable power or anaerobic-digester power ("cow-power"). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double claimed by another party
  - ☐ Bidder uses renewable biomass or biofuel for the purposes of thermal (heat) energy at its place of business
  - ☐ Bidder's heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants
  - ☐ Bidder tracks its energy consumption and harmful greenhouse gas emissions. What

tool is used to do this?

- ☐ Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc.
- ☐ Bidder offers employees an option for a fossil fuel divestment retirement account.
- ☐ Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:

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

5. **Executive Order 02 – 22: Solidarity with the Ukrainian People.** Bidder certifies that none of the goods, products, or materials offered in response to this solicitation are Russian-sourced goods or produced by Russian entities. If Bidder is unable to check the box, it shall indicate in the table below which of the applicable offerings are Russian-sourced goods and/or which are produced by Russian entities. An additional column is provided for any note or comment that you may have.

Provided Equipment or Product	Note or Comment

6. **Addenda.** Please acknowledge receipt of Addenda associated with this RFP, if any, and posted at <https://accd.vermont.gov/about-us/bidding-opportunities> :

Addendum #:

Dated:

Addendum #:

Dated:

Addendum #:

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Dated:

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7. ***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. In signing this bid, the bidder certifies under the pains and penalties of perjury that the company / individual 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 as of the date this statement is made.
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8. ***Bidder Information.*** Please provide the contact information for the bidder's primary point of contact and best for conveying deadline-driven communication, i.e., an email address that is monitored frequently.

Vendor Name:

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Contact:

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Address:

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Telephone:

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City/State/Zip:

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Fax:

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email:

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Vendor Website:

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Signature:

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Date:

---

Printed Name:

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Title:

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**(End of Certificate of Compliance)**

# PRICE PROPOSAL

*This form must accompany your Bid Proposal*

## 1. **Price Proposal Considerations.**

- 1.1. Rates shall remain firm for the initial/base term of the contract, which is two (3) years. Upon mutual agreement between both parties, the term may be extended for two (2) additional 12-month periods.
- 1.2. Expenses. Out-of-pocket expenses incurred in performance of the work described herein will not be reimbursed by the State.
- 1.3. Price quotation must be valid for a minimum of 90 days or upon contract execution:

## 2. **Price Proposals.**

Proposal Element	Description of What is Included	Price
Base Price: annual economic impact reports, CY2023 onward through the life of the contract (please provide an annual price)		
Optional: annual economic impact add-on: Regional / county analysis (please provide annual price)		
Optional: Digital data dashboard to organize and display data, including customization capabilities if applicable (please provide annual price, including seat/user price if applicable)		
Optional: additional data available for purchase on an ongoing basis, beyond what is included in the economic impact report.		
2019-2022 historical lookback: key metrics only (full report not needed). Please describe if not all years are available, and also provide pricing per year of data if applicable.		
April 8 2024 Solar Eclipse Economic Impact Report		
Add-on work or project extensions if applicable		

## STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, **Department** (hereinafter called “State”), and **XXX**, with a principal place of business in **XXX**, (hereinafter called “Contractor”). Contractor’s form of business organization is **XXX**. 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 **XXX** 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, **an annual sum of \$\$\$ not to exceed \$\$\$ over the duration of the contract term, inclusive of contract extensions contemplated herein.**
4. **Contract Term.** The period of Contractor’s performance shall begin on **START DATE** and end on **END DATE**. Upon mutual agreement, this contract may be extended for **three** additional twelve (12)-month periods.
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.** Changes, modifications, or amendments to the terms and conditions of this contract shall be 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. **Points of Contact.** Each Party shall designate one primary point of contact for this Agreement. The State’s point of contract is the Contract Manager. Changes or updates to points of contact shall be conveyed in writing and include, at a minimum: contact name, phone number and email. Updates and changes to the Points of Contact shall not alone warrant an Amendment to the Contract but shall be reflected when changes to the terms and conditions require an Amendment.

Party	Name	Phone	Email
State:			
Contractor:			



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

Attachment A – Scope of Work

Attachment B – Payment Provisions

Attachment C – Standard State Provisions for Contracts and Grants (rev. 12/07/23)

Attachment D – Additional Standard Provisions for Contracts and Grants

Attachment E – State of Vermont Federal Terms Supplement (Non-Construction) (rev. 07/19/23)

Exhibit 1 – Subcontractor Reporting Form

Appendix 1 – Performance Measures & Evaluation

10. **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 C – Standard State Provisions for Contracts and Grants (rev. 12/07/23)

3. Attachment D – Additional Standard Provisions for Contracts and Grants

4. Attachment E – State of Vermont Federal Terms Supplement (Non-Construction) (rev. 07/19/23)

5. Attachment A – Scope of Work

6. Attachment B – Payment Provisions

7. Exhibit 1 – Subcontractor Reporting Form

8. Appendix 1 – Performance Measures & Evaluation

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

### STATE OF VERMONT

### CONTRACTOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dept: \_\_\_\_\_

\_\_\_\_\_

*For internal use only:*

Distribution:

DeptId:

Fund:

Project:

Class:

Account:

## **ATTACHMENT A – STATEMENT OF WORK**

1. 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 herein.

1. **Required Documents.** Prior to commencement of work and release of any payments, Contractor shall submit to the State the following documents:
  - a. A current IRS Form W-9 (hand-signed and dated within the last six months)
  - b. Certificate of Insurance (COI) consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and Attachment D, Section ##
2. **Payment Terms.** The maximum dollar amount shall not exceed \$\$\$ over the Contract term. The payment terms are Net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.

Contract Year	Annual Amount Not to Exceed
Year 1	\$
Year 2	\$
Year 3	\$
Year 4	\$
Year 5	\$

3. **Payment Schedule.** (from RFP-awarded bid) Contractor shall be paid in accordance with the schedule below, submission of a satisfactory invoice and if applicable, upon satisfactory site inspection by the State's project manager.  
  
(Placeholder for payment schedule, hourly rates, time and material itemization, etc.)
4. **Invoices.** 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.
  - a. All invoices must include the Contract ##### for this contract.
  - b. Invoices shall be submitted to the State electronically to the following email address:

## **ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**

**REVISED DECEMBER 7, 2023**

**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](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 \$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.
- 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)

## ATTACHMENT D - ADDITIONAL STATE OF VERMONT CONTRACT & GRANT PROVISIONS

1. ***Professional Liability Insurance.*** Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for services performed under this Agreement, with minimum coverage as required by the Agency of Administration but not less than \$1,000,000 per claim and \$2,000,000 policy aggregate.
2. ***Ownership of Equipment.*** Any equipment or IT software purchased by or furnished to the Contractor/Grantee by the State under this Agreement is provided on a loan basis only and remains the property of the State.
3. ***Publications.*** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared in written or oral form by the Contractor/Grantee under this Agreement shall be reviewed and approved by the State prior to release.
4. ***Copyright:*** Upon full payment by the State, all products of the contractor's work, including but not limited to outlines, reports, charts, sketches, drawings, artwork, plans, photographs, specifications, estimates, computer programs, or similar documents, becomes the sole property of the State of Vermont and may not be copyrighted or resold by Contractor/Grantee. The Contractor/Grantee will exercise due care in creating or selecting material for publication to ensure that such material does not violate the copyright, trademark, or similar rights of others. To the extent the Contractor uses copyrighted materials in performance of work under this Contract/Grant, the Contractor/Grantee shall document and provide the state with the precise terms of the licensed use granted to the State by the owner of the copyright for future use of the copyrighted material. The Contractor/Grantee shall not use any copyright protected material in the performance of the work under this contract that would require the payment of any additional fee not contemplated herein for present or future use of the same by the State.

(End of Attachment D)

**APPENDIX 1**  
**PERFORMANCE MEASURES & EVALUATION**

The Contractor will be evaluated on performance of the work contained herein. Low performance scores may result in no further grants/contracts with the State of Vermont Agency of Commerce & Community Development.

PERFORMANCE MEASURES & EVALUATION			
Benchmarks/Deliverables	Needs Improvement	Met Expectations	Exceeded Expectations

\_\_\_\_\_  
*Name of person completing form*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*