

State of Vermont Ordering Document

Contractor: Guidehouse Inc.

State Purchasing Entity: The State of Vermont's Agency of Commerce and Community Development (ACCD) and Department of Housing and Community Development (DHCD).

Purchasing Entity's address for invoicing: accd.accountspayable@vermont.gov

Purchase Order No. T-40084-ACCD-1 (This assigned Order # must be included on all correspondence, delivery documents and invoices).

- 1. Scope.** This Order is a contract between the Contractor identified above (hereinafter the "Contractor") and the State of Vermont, through its State Purchasing Entity identified above (hereinafter the "State"). Contractor hereby agrees to provide the Services specified herein subject to and in accordance with the terms and conditions of the above-captioned Contract (including respective amendments and attachments therewith), which are hereby incorporated by reference and shall apply to this Order as if specifically appended hereto. Capitalized terms used, but not defined herein, have the meanings ascribed to such terms in the Contract.
- 2. Time for Performance:** The term of this Order shall begin on April 1, 2025, and end on August 31, 2025.
- 3. Payment Terms:** For services provided under this Order, the Contractor shall be paid an hourly rate consistent with the rates in Attachment B. The maximum amount payable under this Order is **\$600,000.00**. This maximum amount is not a guaranteed amount. Contractor shall submit invoices to the State Purchasing Entity's address identified above. Payments shall be made only upon approval and acceptance by the State. All rates set forth in this Order shall be consistent with rates and expenses as identified in the Contract.
- 4. Services Being Delivered:** The Contractor shall provide the Services set forth in this Order in full satisfaction of the specific requirements of the Contract and this Order.
- 5. Statement of Work:** Contractor shall support the State with, but not limited to, the following tasks as it recovers from the recent flooding disasters. All work completed by Contractor shall be compliant with 24 CFR 570.206 and eligible as a CDBG-DR Planning and/or Administrative Cost.
 - i. Grant Application Assistance:**
 - a. The Contractor shall perform HUD CDBG-DR grant application work at the request and under the direction of State staff.
 - b. The Contractor shall provide guidance on funding regulations as requested by the state. This work includes providing citation of funding regulations, policies, and guidance specific to State federal funding claims.
 - ii. Staff Augmentation:**
 - a. Provide staff augmentation to coordinate and oversee the data and documentation collection of recovery activities, including housing rehabilitation, infrastructure repair, and economic revitalization, to sufficiently complete disaster damage documentation and support future reimbursement processes.

- b. Assist with coordination and effective communication with HUD, relevant State agencies, and other local, state, and federal agencies as requested by the State.

iii. Project Development and Submission:

- a. The Contractor shall assist with the development, validation, and submission of Action Plans and Amendments for HUD approval through the CDBG-DR process, including:
 - i. Development of project plans and budgets;
 - ii. Submittal of Damage Assessments and HUD-required documentation; to include determining unmet need and support for identifying State- and HUD-MID eligible regions in the state.
 - iii. Project eligibility review;
 - iv. Provide facility, work, and cost eligibility guidance;
 - v. Analyzing costs and invoices to prepare appropriate HUD claim documents;
 - vi. Ensure documentation is following agency, state, and federally issued guidance to track costs appropriately;
 - vii. Preparing invoices, tracking spreadsheets, HUD approval letters, responses to HUD issues, and other documentation in the appropriate HUD claim format in order to be submitted by the state.
 - viii. Maintaining project tracking documents to show the status of each project from proposed through completed.

iv. Data Analysis Support:

- a. The Contractor shall provide data analysis support to identify potential risks, ensure eligibility, and manage duplication of benefits. This includes:
 - i. Conducting data matching and analysis to identify potentially ineligible households and duplicative assistance
 - ii. Utilizing network analysis and other methodologies to monitor and manage risks associated with the decentralized grant environment

v. Monitoring and Compliance:

- a. The Contractor shall ensure that all activities comply with HUD CDBG-DR regulations through oversight and monitoring of activities and program operations
- b. Conduct regular monitoring of subrecipients, contractors, and program participants to ensure compliance with CDBG-DR requirements

vi. Federal Reporting:

- a. The Contractor shall assist in preparing and submitting all required reports to HUD, including performance and financial reports, in accordance with HUD's Disaster Recovery Grant Reporting (DRGR) system
- b. Ensure accurate and timely reporting of Section 3 data and other required information

vii. Financial Monitoring:

- a. The Contractor shall provide financial monitoring to ensure proper use of funds and compliance with federal financial management standards
- b. Conduct regular reviews of financial records, including cost allowability and procurement processes

viii. Audit Readiness:

- a. The Contractor shall ensure audit readiness by maintaining comprehensive and accurate records of all activities and expenditures
- b. Assist in preparing for and responding to audits by HUD or other oversight bodies, ensuring all documentation is complete and compliant with federal requirements

ix. Meetings and Reporting:

- a. The Contractor shall attend meetings as requested by the state.
- b. The Contractor shall track contractor's cost with a breakout of person, position, date, activity, hours & rate. Contractor's cost is to be reported on a bi-weekly basis to State. Contractor costs are to be included in funding requests as allowable.
- c. The Contractor shall communicate claim information to the State as directed.
- d. The Contractor shall copy the appropriate State representative on all communication related to ACCD and/or DHCD matters outside of ACCD/DHCD and contractor.

Total amount of this ordering document shall not exceed \$600,000.00. Individual estimates are not intended to be a limiting control, estimated amounts are flexible and can be adjusted within the total. Contractor will provide bi-weekly reports showing the current and cumulative hours/costs allocated to each of these areas, the employee working the hours and their respective rates.

For services performed by the Contractor, the State shall pay rates per Attachment B of State of Contract #40084; however, total payment for services shall not exceed **\$600,000.00.**

- 6. Amendment:** This Order may not be amended except in a writing that is numbered and signed by the duly authorized representatives of the State and the Contractor.
- 7. Termination:** The State reserves the right to terminate this Order (a) for convenience upon written notice at least thirty (30) days in advance, (b) if appropriations are insufficient to support this Agreement after the project starts, or (c) due to unsatisfactory performance that is detailed in writing to the Contractor by the State and which remains uncured by the Contractor for more than fifteen (15) days following Contractor's receipt of such written notice from the State, or such longer period of time specified in the notice, provided that the Contractor proceeds with reasonable diligence, as determined by the State, to completely cure. In the event the State cancels this Order for any of the preceding reasons, the State will pay for all completed and accepted deliverables up until the date of cancellation.
- 8. No Implied Waivers:** No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other under this Order shall impair any such right, power or remedy, or shall be construed as a waiver of any such right, power or remedy nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this SOW Agreement is signed, the Contractor 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.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor'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. Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at:
<http://www.bgs.vermont.gov/purchasing-contracting/debarment>.

Required Prior Approval. This Order, regardless of value, shall be approved by the Agency of Administration, Secretary of Administration prior to execution. Additionally, orders valued at \$25,000 or more per year, shall be certified by the Vermont Office of the Attorney General in accordance with 3 V.S.A. § 342 prior to execution.

DocuSigned by:
Jacob Humbert 4/2/2025
C4174AB636AB405...
Jacob Humbert, Vermont Office of the Attorney General Date

DocuSigned by:
Eric Forand 4/3/2025
A569E6CE4DC24DE...
Eric Forand, Vermont Emergency Management Date

DocuSigned by:
Douglas Farnham 4/4/2025
41948B1C0A36415...
Douglas Farnham, Agency of Administration Date

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS AGREEMENT.

STATE OF VERMONT

Date: 4/7/2025
By: Alex Farrell, Commissioner
Name: B8B2D326B52546F...
Alex Farrell
Title: Commissioner
Housing & Community
Dept: Development

GUIDEHOUSE, INC.

Date: 4/4/2025
By: Nini Donovan
Name: 4291FE2D31844FB...
Nini Donovan
Title: Partner

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, Agency of Administration (hereinafter called "State"), and Guidehouse, Inc., with a principal place of business in Chicago, IL, (hereinafter called "Contractor"). Contractor's form of business organization is corporation. 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 consulting services. This Contract authorizes Purchasing Entities to purchase from Contractor the available services set forth herein. A detailed scope of work (SOW) concerning services to be provided by the Contractor will be set forth in an ordering document (each, an "Order" or "SOW Agreement") between the Contractor and the Purchasing Entity, according to the process set forth in this Contract. SOW Agreements shall be governed in all respects by the terms and conditions of this Contract and any terms and conditions in a SOW Agreement which conflict with this Contract shall be null and void. 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 \$5,000,000.00.

4. **Contract Term.** The period of Contractor's performance shall begin on June 1, 2020 and end on May 31, 2021 with the option to renew for four additional one-year periods upon mutual agreement of both parties.

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

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

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

8. **Attachments.** This contract consists of 18 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 - State of Vermont- Federal Terms Supplement (Non-Construction)

Attachment E – SOW Ordering Document

Attachment F – SOW Amendment

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
- (3) Attachment C (Standard State Provisions for Contracts and Grants)
- (4) Attachment E
- (5) Attachment F
- (6) Attachment A
- (7) Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: _____
Signature: _____
E-SIGNED by Bradley Ferland
on 2020-06-03 13:02:16 GMT

Name: Bradley Ferland

Title: Deputy Secretary of Administration

By the Contractor:

Date: _____
E-SIGNED by Nini Donovan
on 2020-06-03 01:39:16 GMT

Signature: _____

Name: _____

Title: _____

ATTACHMENT A – STATEMENT OF WORK

1. The Contractor shall provide the framework for managing, accounting for, monitoring and sufficiently documenting the use of federal coronavirus response and recovery funds related to COVID-19 global pandemic (also identified as the federally declared DR4532 – COVID-19 Vermont Disaster) and other major disasters which may be declared for State of Vermont during the duration of the contract. This framework, and associated mechanisms, shall ensure that federal funds are spent effectively, lawfully, and transparently. Contractor shall support the State's response operations and implementation of disaster recovery programs including but not limited to the FEMA Public Assistance (PA) and Individual Assistance programs.
 - a. The Contractor shall provide staffing support in state level emergency operations centers and specific agencies/departments and subject matter expertise in guiding disaster recovery utilizing multiple federal programs.
 - b. The Contractor shall assist the SOV in maximizing all federal program disaster assistance, including FEMA to the state, sub recipients, and sub-Applicants.
2. Recovery Support: The Contractor shall provide subject matter expertise on an as-needed basis regarding federal funding programs including but not limited to FEMA's Public Assistance (PA) and Individual Assistance (IA) Grant programs, COVID 1 (Coronavirus Preparedness and Response Supplemental Appropriations Act), COVID 2 (Families First Coronavirus Response Act), COVID 3 (CARES Act), Paycheck Protection Program and Health Care Enhancement Act (COVID 3.5) and any other financial relief funding awarded, or to be awarded. Recovery support will also include administrative support, technical support to FEMA Applicants and sub-Applicants, development and review of projects, program eligibility, issues pertaining to insurance, and cost estimating.
3. Contractor shall provide the following services when requested at the direction of State:
 - a. Advise senior state executives and implement statewide recovery strategy across state agencies and departments and municipalities
 - b. Advise senior state executives on development of funding stream selection and optimization for various categories of costs and financial impacts, considering the eligibility requirements and program match rules for various federal funding programs.
 - c. Advise on the implementation of FEMA Individual Assistance Programs
 - d. Provide general administrative support to SOV agencies to implement federal disaster programs
 - e. Provide general administrative support for Vermont Emergency Management Recovery and Mitigation Section
 - f. Provide grant administration support to the Department of Public Safety to expedite subgrant awards and payments

- g. Assist with the development and implementation of strategies to maximize Public Assistance
- h. Provide technical assistance and subject matter expertise to AOA and VEM and sub-Applicants. Such services may include:
 - Development of project worksheets (PWs);
 - Attendance at Kick off/Scoping Meeting (RSM);
 - Submittal of Damage Inventories and FEMA-required documentation;
 - Applicant and project eligibility review; and
- i. Provide facility, work and cost eligibility guidance to AOA and VEM and Applicants
- j. Access and use the FEMA Portal system; if the consultant/staff does not currently have access, demonstrate the ability to quickly obtain access (including obtaining appropriate clearances to be granted access);
- k. Provide technical assistance and guidance on insurance oversight/insurance issues;
 - Provide insurance-related technical support to State and local Applicants;
 - Review of Applicant insurance settlement information for both small and large PA projects; and
 - Calculate and make recommendations for insurance adjustments during project/PW development with FEMA and Applicant;
- l. Provide expertise and technical assistance related to PA Emergency Protective Measure Category B;
- m. Assist VEM Recovery and Mitigation Section staff to conduct grant recipient/state review of draft submittals and reconciliation of supporting documentation prior to FEMA award/obligation in FEMA's Grants Portal;
- n. Provide accountant/audit specialist support for review and reconciliation of PWs and supporting documentation;
- o. Provide administrative support for PW review, reconciliation, and close-outs;
- p. Review and propose recommendations to VEM on Applicant appeals;
- q. Provide guidance and recommendations and/or support in formulating appeals to FEMA;
- r. Provide support in closing out disaster declarations;
- s. Track state, consultant, and local costs at a detailed level as required, including but not limited to Management Costs and Project costs.
- t. Support the State Hazard Mitigation Officer in development and/or review of applications and Benefit Cost Analyses for Hazard Mitigation Assistance projects.

- u. At the direction and under the supervision of VEM Recovery and Mitigation staff, coordinate directly with select Applicants (as identified and assigned by VEM) to assist them with:
 - Providing onsite and/or virtual staff as agreed by the consultant and VEM;
 - Identifying, quantifying and documenting damages resulting from the declared disaster event and documenting nexus between the qualifying event and related damages;
 - Developing scopes of eligible work and cost estimates;
 - Writing individual Project Worksheets for eligible work;
 - Reviewing insurance settlement information and making recommendations for insurance adjustments during and after project development; and
 - Identifying special considerations or project options that may benefit the Applicant, such as other available and applicable funding sources.
- 4. Contractor shall provide the following services when requested at the direction of State for all Federal Funding Sources:
 - a. Develop a comprehensive and detailed overview of every funding source, including applicable federal law and guidance relating to each source.
 - b. Develop a framework for the sequencing of expenditures to avoid future adverse determinations by state and federal oversight entities required by federal guidance.
 - c. Avoid duplication of payments for the same expenditures to ensure optimum utilization of all current and future sources, including FEMA and all other COVID-related funds.
 - d. Assist Vermont in positioning itself so that eligible state costs are reimbursed by the Coronavirus Relief Fund, to potentially free general fund dollars for other uses, including COVID-related needs not eligible for reimbursement by federal funds.
 - e. Develop detail listing of all COVID-19 expenditures eligible for funding by the Coronavirus Relief Fund that were funded using state funding sources.
 - f. Develop clear and consistent accountability and integrity guidance for recipients and sub-recipients of the Coronavirus Relief Fund and other federal disaster relief funding. This guidance shall include an internal control framework to assure all funds are spent in accordance with federal requirements.
 - g. Develop reporting tools to provide full transparency of all state COVID-19 related expenditures and their associated funding sources.
 - h. Supplementing the ongoing work of the Department of Finance & Management and focusing resources dedicated to the work required by the COVID funding to reconcile what has already been spent in response to the immediate emergency and future appropriations throughout the remainder of the FY20 and FY21 Legislative sessions is a critical and time-sensitive need.

5. **Purchasing Entities.** This Contract may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein.
6. **Requirements for Ordering.**
 - a. All orders placed under this Contract must be in writing and shall, at a minimum, specify the following:
 - i. The service(s) required and the place and time period for performance;
 - ii. The Purchasing Entity’s billing address;
 - iii. The name and contact information for the Purchasing Entity’s primary contact;
 - iv. The service rates consistent with this Agreement;
 - v. A maximum amount payable by the Purchasing Entity under the order;
 - vi. A unique identifier for the order; and
 - vii. The State of Vermont Contract Number.
 - b. Orders shall include specifically negotiated statement of work or service level agreement terms as necessary for the product and/or service to meet the Purchasing Entity’s requirements.
 - c. Orders may include additional terms as necessary to comply with local, state or federal laws or regulations applicable to the Purchasing Entity.
 - d. The Agency of Administration and Vermont Emergency Management must review and approve all Purchasing Entities Statements of Works prior to orders being placed. Contractor agrees that it will not accept or fulfill orders placed on behalf of State Purchasers from any other source. Contractor’s failure to meet this requirement may result in suspension or termination of this Contract.
7. **Reporting.** Contractor shall assist Vermont Emergency Management through conducting outreach to gather required information, which will enable the State to complete Quarterly Reports for FEMA PA funds through the State. The Contractor shall also assist VEM in working with the various Sub-Applicants to establish a regular reporting schedule, gather information, provide technical assistance, and perform a validation of information received.
 - e. Based on the information gathered at regular project intervals, the team will work with VEM to ensure compliance on projects being executed. The Contractor shall also provide executive level reporting that will ensure that the state and federal stakeholders can easily:
 - i. Track the disbursement of funds to ensure that they are being used as they were intended and in a timely fashion.
 - ii. Identify any potential risks and mitigation strategies.
 - iii. Measure progress and ensure that taxpayer dollars are not only going where they were intended, but are also producing value and impact in the communities.

8. **Contractor shall also serve as a pre-positioned Contingency Recovery Contractor**, on zero dollar “stand-by” for disaster management and recovery services for future disasters. Authorized work on additional disasters other than DR-4532 under this contract will only be as described and approved within a fully executed amendment or task order, and SOV will not pay invoices for work completed based on verbal requests, completed prior to the execution of a contract or amendment, or completed any time after the latest contract/PO end date.
9. **Work Product Ownership:** Upon full payment by the State, all products of the Contractor’s work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Contractor. Contractor will, however, own its working papers, pre-existing materials and software, as well as any general skills, know-how, process, or other intellectual property (including a non-client specific version of any Deliverables) which Contractor may have discovered or created as a result of the Services.
10. **Professional Liability Insurance** – Before commencing work on this contract and throughout the term of this contract, Contractor shall procure and maintain professional liability insurance for any and all services performed under this contract, with minimum coverage of \$3,000,000.00 per claim and \$5,000,000 aggregate.
11. Contractor shall disclose any clients under contract to provide similar services to that are current applicants/ sub-recipients of DR- 4552.

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. Invoices shall itemize work performed during the invoice period, including, as applicable, 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. As applicable, a copy of the notice(s) of acceptance shall accompany invoices submitted for payment.
3. Invoicing Requirements: Purchasing entities will accept monthly invoices for payment within 45 days (or sooner if Prompt Pay Discount is offered). When invoicing, the Contractor shall submit all pertinent progress reports and copies of deliverables along with the invoice. Invoices shall reflect only work completed and documented in progress reports. Contractor invoicing shall be itemized by staff member and deliverable (i.e., the invoice must indicate which staff person worked on which deliverable, and their associated labor hours, rate and expenses).
4. The State of Vermont Contract Number and Purchasing Entity's Purchase Order Number shall appear on each invoice for all purchases placed under this Contract.
5. The schedule of rates for services performed, and any additional reimbursements, the below table represents rates for the initial Contract Year. For any extension years, Contractor will apply a 3% cost of living adjustment to these rates.

Staff Level	Hourly Rate
Engagement Partner/Principal III	\$295.00
Engagement Leader/Principal II	\$291.00
Subject Matter Specialist/Principal I	\$285.00
Program Manager/Director	\$278.00
Sr. Project Manager	\$253.00
Project Manager	\$229.00
Associate III	\$200.00
Associate II	\$166.00
Associate I	\$148.00
Analyst II	\$120.00
Analyst I	\$96.00
Support Analyst	\$86.00

Support Staff II	\$66.00
Support Staff I	\$56.00
Administrative Support	\$50.00

6. Expenses: Contractor shall be responsible for identifying all necessary labor, materials, travel and other expenses to be included in any Purchase Order resulting from the procurement. All expenses must be reasonable and associated with a deliverable. Invoicing of expenses (e.g. printing, copying, materials, travel (including airfare, hotel, meals, car rental), etc.) must include documentation of the expenses incurred and will be billed to the SOV "at cost" (i.e. no mark-up and not including taxes); reimbursement will be based on actual costs incurred, reasonableness of the expense, and supporting documentation provided to the Purchasing Entity. Purchasing Entities will not reimburse for expenses incurred outside of the approved Purchase Order.
7. In the discretion of the Purchasing Entity, retainage may be specified in a Purchase Order, in an amount mutually agreeable to the parties.
8. SOV will pay only for work described and approved within a fully executed contract/PO document or amendment thereto. SOV will not pay invoices for work completed based on verbal requests, completed prior to the execution of a contract or amendment, or completed any time after the latest contract/PO end date.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017), as amended below, constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

1. ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS, **Section 33 Limitation of Liability**, is hereby added as follows:

NOTWITHSTANDING THE TERMS OF ANY OTHER PROVISION OF THE CONTRACT, CONTRACTOR'S LIABILITY FOR DAMAGES TO THE STATE ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT SHALL NOT EXCEED THREE TIMES THE MAXIMUM AMOUNT PAYABLE UNDER THIS CONTRACT; OR IN THE EVENT A CLAIM ARISING OUT OF THE CONTRACTOR'S OBLIGATION TO INDEMNIFY THE STATE UNDER SECTION 7 OR CONTRACTOR'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 24, SHALL NOT EXCEED FIVE TIMES (5X) THE MAXIMUM AMOUNT PAYABLE UNDER THE CONTRACT. LIMITS OF LIABILITY FOR STATE CLAIMS SHALL NOT APPLY TO STATE CLAIMS ARISING OUT OF: (A) PERSONAL INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY; (B) CONTRACTOR'S GROSS NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT; OR (C) VIOLATIONS OF THE STATE OF VERMONT FRAUDULENT CLAIMS ACT. IN NO EVENT SHALL THIS LIMIT OF LIABILITY BE CONSTRUED TO LIMIT CONTRACTOR'S LIABILITY TO ANY THIRD PARTY FOR THE THIRD PARTY'S DAMAGES WHICH MAY ARISE OUT OF CONTRACTOR'S ACTS OR OMISSIONS IN THE PERFORMANCE OF THIS CONTRACT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, DAMAGES WHICH ARE UNFORESEEABLE TO THE PARTIES AT THE TIME OF CONTRACTING, DAMAGES WHICH ARE NOT PROXIMATELY CAUSED BY A PARTY, SUCH AS LOSS OF ANTICIPATED BUSINESS, OR LOST PROFITS, INCOME, GOODWILL, OR REVENUE IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

The provisions of this Section shall apply notwithstanding any other provisions of this Contract or any other agreement.

Attachment D - STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)
for all Contracts and Purchases
of Products and Services Connected with 2020 Pandemic

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more certify that each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
4. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
5. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
6. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General
 - a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
 - b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
 - c. No compensation will be allowed for items eliminated from the Contract.
 - d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
 - b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
 - c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
 - d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
 - e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
 - f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.
3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. Settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

Attachment E – State of Vermont Ordering Document

STATE OF VERMONT CONTRACT # [REDACTED]

Contractor: [REDACTED]

State Purchasing Entity: Insert Requesting Agency or business unit

Purchasing Entity's address for invoicing: [REDACTED]

Purchase Order No. [REDACTED] (This assigned Order # must be included on all correspondence, delivery documents and invoices.)

1. **Scope.** This Order is a contract between the Contractor identified above (hereinafter the "Contractor") and the State of Vermont, through its State Purchasing Entity identified above (hereinafter the "State"). Contractor hereby agrees to provide the Services specified herein subject to and in accordance with the terms and conditions of the above-captioned Contract (including respective amendments and attachments therewith), which are hereby incorporated by reference and shall apply to this Order as if specifically appended hereto. Capitalized terms used, but not defined herein, have the meanings ascribed to such terms in the Contract.
2. **Time for Performance:** The term of this Order shall begin on [REDACTED] and end on [REDACTED] (the "Initial Term").
3. **Payment Terms:** The maximum amount payable under this Order is \$ [REDACTED]. This maximum amount is not a guaranteed amount. Contractor shall submit invoices to the State Purchasing Entity's address identified above. Payments shall be made only upon approval and acceptance by the State. All rates set forth in this Order shall be consistent with rates and expenses as identified in the Contract.
4. **Services Being Delivered:** The Contractor shall provide the Services set forth in this Order in full satisfaction of the specific requirements of the Contract and this Order.
5. **Statement of Work:**
 - a. Indicate each of the services pertaining to delivery or use of the software (e.g. configuration, customization, training, etc.) and include the following
 - i. brief description of the work for each, with reference to any applicable exhibits
 - ii. Deliverable Date(s) or Phases
 - b. For services performed at an hourly rate on a time and materials basis, State shall pay Contractor at the rate of \$ [REDACTED] per hour, however, total payment for services shall not exceed \$ [REDACTED].
 - c. The State shall retain 10% of each payment to hold until the satisfactory completion of [indicate applicable related service(s)] by the prescribed time and

to the satisfaction of the State. Payment of retained fees shall occur [one month after the completion date upon receipt of invoicing from Contractor] [MODIFY AS NEEDED], provided State has accepted all applicable deliverables under this Purchase Order.

6. **Additional Terms and Conditions:** The Products and Services specified in this Order are as set forth subject to and shall comply with the following terms and conditions:
 - a. **Vermont Business Associate Agreement:** The terms and conditions of the State of Vermont Business Associate Agreement, as posted the Office of Purchasing & Contracting's website at <https://bgs.vermont.gov/purchasing-contracting/forms> is hereby incorporated by reference and shall apply to this Order. **Instruction:** Include this clause when a BAA is required for the Order (which is to be determined on a case-by-case basis). If a BAA is not required for the Order, this section is to be deleted.
7. **Amendment:** This Order may not be amended except in a writing that is numbered and signed by the duly-authorized representatives of the State and the Contractor.
8. **Termination:** The State reserves the right to terminate this Order (a) for convenience upon written notice at least thirty (30) days in advance, (b) if appropriations are insufficient to support this Agreement after the project starts, or (c) due to unsatisfactory performance that is detailed in writing to the Contractor by the State and which remains uncured by the Contractor for more than fifteen (15) days following Contractor's receipt of such written notice from the State, or such longer period of time specified in the notice, provided that the Contractor proceeds with reasonable diligence, as determined by the State, to completely cure. In the event the State cancels this Order for any of the preceding reasons, the State will pay for all completed and accepted deliverables up until the date of cancellation.
9. **No Implied Waivers:** No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other under this Order shall impair any such right, power or remedy, or shall be construed as a waiver of any such right, power or remedy nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this SOW Agreement is signed, the Contractor 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.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor'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. Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://www.bgs.vermont.gov/purchasing-contracting/debarment>.

REQUIRED PRIOR APPROVALS

This Order, regardless of value, shall be approved by the Agency of Administration, Secretary of Administration and the Executive Director of Vermont Emergency Management prior to execution.

AOA Approval

Date

VEM Approval

Date

This Order, if valued at \$25,000 or more per year, shall be certified by the Vermont Office of the Attorney General in accordance with 3 V.S.A. § 342 prior to execution.

Certified by

Date

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS AGREEMENT.

Guidehouse, Inc.

Signature

Date

STATE OF VERMONT, <Insert Requesting Agency or business unit>

Signature

Date

Attachment F - Form SOV Ordering Document Amendment

SOW AMENDMENT

SOV Ordering Document # [REDACTED] Amendment No. [REDACTED]

Contractor: [REDACTED]

REMOVE/EXPAND/REVISE THE BELOW AMENDMENT ITEMS, AS APPLICABLE

- I. **Time of Performance.** The SOV Ordering Document end date, wherever such reference appears in the SOV Ordering Document, shall be changed from **OLD SOW END DATE** to **NEW SOW END DATE**.
- II. **Maximum Amount.** The maximum amount payable under the SOV Ordering Document, wherever such reference appears in the SOV Ordering Document, shall be changed from \$ [REDACTED] to \$ [REDACTED], representing **an increase / a decrease** of \$ [REDACTED].
- III. **Scope of Work.** The scope of work is amended as follows:
EXAMPLE: Section ## is amended by the addition of the following requirements [OR] Section ## is hereby deleted in its entirety and replaced as set forth below:
- IV. **Payment Provisions.** The payment provisions are amended as follows:
EXAMPLE: Section ## is amended by the addition of the following requirements [OR] Section ## is hereby deleted in its entirety and replaced as set forth below:

REQUIRED CONTRACTOR CERTIFICATIONS

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor 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.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no 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 as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor'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.

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

REQUIRED PRIOR APPROVALS

This SOV Ordering Document Amendment, regardless of value, shall be approved by the Agency of Administration, Secretary of Administration and the Executive Director of Vermont Emergency Management prior to execution.

AOA Approval_____
Date_____
VEM Approval_____
Date

This document consists of [REDACTED] pages. Except as modified by this SOV Ordering Document Amendment No. [REDACTED], all provisions of the SOV Ordering Document remain in full force and effect.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS AMENDMENT TO THE SOV ORDERING DOCUMENT.

Guidehouse, Inc.

Signature_____
Date

STATE OF VERMONT, <Insert Requesting Agency/Dept>

Signature_____
Date