

Request for Proposals

Review of Agricultural Sector Greenhouse Gas Emissions and Sequestration in Vermont

Release Date: August X, 2022

Proposals Due: August X, 2022

Contact for Proposals:

Jane Lazorchak, Director of the Global Warming Solutions Act, Agency of Natural Resources | jane.lazorchak@vermont.gov; (802) 505-0561

THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK <http://www.vermontbidsystem.com> FOR ANY AND ALL NOTIFICATIONS, RELEASES AND AMENDMENTS ASSOCIATED WITH THE RFP.

General Specifications

The State of Vermont Agency of Natural Resources is requesting proposals for the development or recommendation of a methodology to accurately quantify the Agricultural component of an Agriculture, Forestry and Other Land Use (AFOLU) sector estimate of GHG emissions and sequestration in Vermont. In service of this goal, research is needed to better understand the universe of modeling tools and datasets available to quantify greenhouse gases emitted and sequestered from agricultural operations in Vermont. Better understanding the most appropriate tool(s) and protocols that could be applied in Vermont is crucial to accurately quantify emissions in this sector, inform decision-making related to policies and investments that promote agricultural activities, and to evaluate conservation practices that maximize the mitigation of GHGs from agricultural operations in Vermont. Tools analyzed may have unique utility as applied to the greenhouse gas inventory, the carbon budget, and a tracking and measuring progress tool also being developed under another contact, so identifying appropriate application on various tools will also be critical. More specifically, this work is viewed as an opportunity to provide research-based information on how EPA SIT aligns, or does not, with IPCC standards for AFLOU and then further educate ANR and other stakeholders, like the Vermont Climate Council on how scientists have approached accounting for net and gross emissions from agriculture sector. A more detailed description of the range of services being sought is provided in the 'Scope of Services' section below.

The Agency is seeking to enter into a contract with one or more entities that can provide the services outlined below in the Scope of Services section of this RFP. The contract form will be the State of Vermont Standard Contract for Personal Services, with attachments. Appendix A contains the customary State contract provisions. Please refrain from bidding if the contract and provisions are not acceptable to your organization. The State will not negotiate changes in the standard state contract or in these provisions.

The Agency prefers, but is not strictly limited to selecting, a single bid covering the entire Scope of Services from a single bidder. However, the Agency recognizes that the subject matter contemplated in Scope of Services, below, require an in-depth knowledge of each applicable source and sector that may not all be possessed in full by a single individual or entity. If the bidder proposes to meet the performance requirements of this RFP by an arrangement involving a lead contractor and one or more subcontractors, the lead contractor must be the bidder, and the lead contractor's bid must clearly identify any and all subcontractors. Similarly, if a bidder proposes to meet the performance requirements of this RFP by a form of joint venture, the bidder must very clearly explain the proposed entity type and structure of the joint venture in detail, must clearly identify all participants in the joint venture, must describe how the scope, roles, and responsibilities will be allocated among and across entities, and must provide a substantiation of the specific relevant experience and qualifications of any and all participants in the joint venture.

The Agency reserves the right, in its sole discretion, to award separate sub-portions of the Scope of Services covered by this RFP to separate bidders. The Agency reserves the right, in its sole discretion, to use a Best and Final Offer (BAFO) process to explore and negotiate such a potential award of different sub-portions of the Scope of Services to separate bidders, the Agency's ability to explore and negotiate multiple awards in that manner shall not be limited to the BAFO process, nor shall the BAFO process be limited to the potential allocation of work across multiple bidders.

Contact

All communications concerning this Request for Proposals (RFP) are to be submitted in writing, via email, to Jane Lazorchak at the Vermont Agency of Natural Resources (jane.lazorchak@vermont.gov).

Deadline for Questions

Potential respondents may submit questions regarding this RFP. Questions must be submitted in writing, via e-mail, to Jane Lazorchak (jane.lazorchak@vermont.gov) and must be received by 4:00PM **August X, 2022**. Responses to any questions received will be published on the Vermont Climate Council website (<https://aoa.vermont.gov/content/vermont-climate-council>) on a rolling basis, with all responses posted by 4:00PM on **August X, 2022**.

RFP Response Submission

The closing date for the receipt of RFP responses is 4:00PM Eastern Time on **August X, 2022**. Responses must be delivered via e-mail to jane.lazorchak@vermont.gov prior to that time. Responses should be labeled, "Response to RFP – Review of Agricultural Sector Greenhouse Gas Emissions and Sequestration in Vermont" The responses received by ANR will be reviewed by ANR staff, members the Vermont Climate Council, including the Science and Data Subcommittee and the Agriculture and Ecosystems Subcommittee of the Vermont Climate Council.

Contractor Selection Schedule

It is anticipated that the contract award will be issued by **August X, 2022**, and bidders no longer being considered will be notified by mail or email.

Introduction and Background

Vermont's Act 153(2020) – the Global Warming Solutions Act, or GWSA – establishes an ambitious timeframe and scope of work for the Vermont Climate Council ('the Council'). The first objective was the

development of the Initial Vermont Climate Action Plan ('the Plan') which was adopted on December 1, 2021. The Plan identifies specific initiatives, programs, and strategies necessary to achieve the State's greenhouse gas (GHG) emission reduction requirements, enhance carbon storage and sequestration, achieve net zero emissions by 2050, and build resilience and adaptation in our natural systems and built environment.

The GWSA requires that Vermont reduce its gross greenhouse gas emissions at least 26% below 2005 levels by 2025; 40% below 1990 levels by 2030; and 80% below 1990 levels by 2050.¹ The Initial Climate Action Plan calls for further research and data gathering around life cycle emissions related to the use of energy in Vermont, including electricity as well as, but not limited to, fuels used for transportation and heating.

The [Vermont Greenhouse Gas Emissions Inventory](#), conducted by the Vermont Department of Environmental Conservation (DEC) within the Agency of Natural Resources (ANR), is published annually as required by Vermont statute 10 V.S.A. § 582. This is an in-boundary sector-based inventory that establishes historical 1990 and 2005 baseline greenhouse gas (GHG) levels and tracks changes in those emissions through time. It is generally informed by the Final Vermont Greenhouse Gas Inventory and Reference Case Projections, 1990-2030 Report. Emissions from the agricultural sector account for approximately 16% of GHG emissions in Vermont. The GWSA also requires that actions to reduce emissions keep in mind a target of achieving net zero statewide GHG emissions by 2050. 10 V.S.A. §592(b)(4).

The Inventory is by statute the official means of determining progress toward Global Warming Solutions Act (GWSA) emissions reduction requirements.

GHGs from the agricultural sector currently are accounted for in the state GHG inventory using an EPA State Inventory Tool (SIT) module, which differs from IPCC standards in how it accounts for net and gross emissions from the AFLOU sector. GHG emissions potentially sequestered from agricultural activities in agricultural soils are currently not counted in the state-wide inventory, which reports emissions on a gross accounting basis. However, understanding and accurately quantifying how this sector contributes to both emissions and sequestration or "sinks" could be provided as supplemental information in the current gross emissions inventory to help inform policy development and decision making. Further investigation into tools beyond the EPA SIT module and identification of an appropriate tool or set of tools and the necessary datasets for application in Vermont will be critical to ensuring accurate and informative accounting and will enable more accurate emissions estimates from a gross emissions standpoint, as well as on a net basis for a parallel tool.

This Request for Proposals (RFP) is issued by the Vermont Agency of Natural Resources (ANR) to engage a consultant to determine the most appropriate and accurate methodology specifically for the agriculture component of the Agricultural, Forestry and Other Land Use (AFOLU) sector to more accurately estimate GHG emissions and sequestration in Vermont. This review, analysis, and ultimate recommendation is intended to function as a decision aid, helping to inform future updates to the state's Climate Action Plan (CAP), and providing a fuller understanding and methodology for the

¹ Vermont Global Warming Solutions Act (Act 153). See page 4, <https://legislature.vermont.gov/Documents/2020/Docs/ACTS/ACT153/ACT153%20As%20Enacted.pdf>

quantification of the greenhouse gas emissions and sinks from the agricultural sector for inclusion and incorporation in the Vermont GHG inventory.

Scope of Services

The Agency of Natural Resources seeks technical assistance to develop a see comment above for performance of understanding GHG emissions from the agricultural sector in Vermont. The scope of services includes a review of existing tools, methods, and necessary associated data sets that are available to quantify GHG emissions and sequestration from agricultural practices and activities allowing for estimates for Vermont at a statewide level. Existing tools already identified for further research include: DNDC, DayCent, APEX, COMET-Planner, Holos (Canada), USDA IFSM. We also expect that the contractor will contribute their expertise to propose the review of additional tools. Once an understanding of the universe of tools and methods currently available is achieved, further review will be required to understand which tool, or set of tools, are most appropriate for application and use in Vermont to develop a methodology that will allow the Agency of Natural Resources to update how it accounts for emissions from the agricultural sector, and/or to develop a tool that will exist parallel to the existing gross inventory to further inform emissions mitigation decision-making using a net accounting framework.

This analysis shall be composed of two elements:

- 1) Review of existing tools and necessary datasets to accurately quantify greenhouse gas emissions from the agricultural sector in Vermont, and how these tools align with the EPA SIT approach already in use in Vermont, as well as how these tools align with IPCC standards for the AFLOU sector; and
- 2) Recommendation of tool or set of tools that are most appropriate for Vermont to update how it accounts for agricultural emissions in the greenhouse gas inventory or as a complimentary analysis to further inform mitigation decision-making. In doing so, explicitly advise how the inventory could address the net versus gross emissions challenge that is unique to the AFLOU sector.
- 3) The contractor will implement the final methodology to produce an analysis of Vermont's GHG emissions from the agricultural sector, which the state anticipates publishing as a supplement to Vermont's GHG Emissions Inventory and Forecast when the next update is released in 2023.

The results of this analysis will be presented in a detailed methodology report which will include an analysis results summary table.

Task 1: Project Management

Successful execution of this scope of work along the proposed timeline and with the involvement of all relevant parties will require clear project management and communications guidelines set from the start. The Contractor will take direction from the GWSA Director. The Contractor will identify a Project Manager, who will serve as the primary point of contact for the GWSA Director. At the outset of the project, the contractor will host a project kickoff meeting to discuss the project workplan. The results of the project kickoff will include clear process-management expectations, including scheduling of 1-hour twice per month meetings with appropriate ANR staff, turn-around and feedback timelines for draft and final deliverables, and defined communication channels which will include presentations of the

deliverables. A final work plan will be agreed to by the GWSA Director and the Project Manager. The project workplan can be modified if agreed to by the GWSA Director and the Project Manager. The Contractor will also maintain active communication channels across all team members and invoice the State for completed deliverables following the conclusion of each project phase.

Deliverables:

- 1.00 Project Kickoff Meeting delivered by September 30, 2022
- 1.01 Project initiation workplan delivered by October 15, 2022
- 2.00 Ongoing project management tasks, including bi-weekly meetings and presentations delivered by November 30, 2022
- 3.00 Ongoing project management tasks, including bi-weekly meetings and presentations delivered by January 31, 2023

Task 2: Review relevant existing materials and develop methodology proposal for review

The Contractor will review the following existing tools: DNDC, DayCent, APEX, COMET-Planner, Holos (Canada), USDA IFSM. We also expect that the contractor will contribute their expertise to propose the review of additional tools for consideration with Agency staff. Once an understanding of the universe of tools and methods currently available is achieved, the Contractor will recommend which tool, or set of tools, and required publicly accessible datasets, are most appropriate for application and use in Vermont and develop a methodology that will allow the Agency of Natural Resources to update how it accounts for emissions from the agricultural sector, and/or to develop a tool that will exist parallel to the existing gross inventory to further inform emissions mitigation decision-making using a net accounting framework.

Deliverables: Up to four meetings with ANR staff to gather related information, review materials listed above and review and discuss other relevant data, information, and analyses. The contractor will develop and document (in report form) a proposed methodology, including suggested datasets, for review by ANR. The Contractor will prepare a final version of the methodology report within two weeks of receiving comments from ANR and the task group comprised of members of the Agriculture and Ecosystems Subcommittee and the Science and Data Subcommittee of the Vermont Climate Council on the draft. The final methodology will be presented at a joint meeting of the Science and Data Subcommittee and Agriculture and Ecosystems Subcommittee of the Vermont Climate Council.

Task 3: Implementation of analysis to present life-cycle emissions inventory report

After finalization of the methodology report, the Contractor shall perform the analysis and present the results of the analysis in a report. The agricultural emissions inventory report should be similar in format and framework to the existing GHG Emissions Inventory and Forecast published annually by ANR and consider the necessary data to project estimates back to 1990.

Deliverables: Perform analysis pursuant to final methodology developed in Task 2 and deliver a draft agricultural emissions inventory report. After the opportunity for review and comment, the Contractor shall prepare a final report in a format suitable for publication as a supplement to the Vermont GHG Emissions Inventory and Forecast report. The final report and analysis will be presented during a meeting with ANR and the Science and Data Subcommittee and Agriculture and Ecosystems Subcommittee of the Vermont Climate Council.

Performance Measures

The performance measures for this contract are the successful completion of the deliverables identified in the table. Please develop a proposal that incorporates the phases below and propose the most aggressive timeline possible considering the inputs.

Phase	Performance Measure	Deliverable	Timeframe
1	Task 1	<ul style="list-style-type: none"> • 1.00 Project Kickoff Meeting • 1.01 Project workplan 	October 15, 2022
2	Task 1 Task 2:	<p><i>Ongoing project management tasks, including bi-weekly meetings and presentations.</i></p> <ol style="list-style-type: none"> 1. <i>Up to four meetings to gather related information as required, as well as review of materials listed above and any other relevant data, information, and analyses.</i> 2. <i>Upon completion of these preparatory meetings, develop a comprehensive proposed methodology report for review and comment.</i> 3. <i>Facilitate up to two meetings to discuss and receive comment on the draft report. Deliver final report two weeks after final meeting and present the final report to Science and Data Subcommittee and the Agriculture and Ecosystems Subcommittee of the Vermont Climate Council.</i> 	<p>Preparations will begin immediately upon receipt of award approval.</p> <p>Deliverables by November 30, 2022</p>
3	Task 1 Task 3:	<p><i>Ongoing project management tasks, including bi-weekly meetings and presentations.</i></p> <p><i>Perform analysis pursuant to final methodology report and deliver the results in a draft agricultural emissions inventory report. After the opportunity for review and comment, finalize the report in a format suitable for</i></p>	Deliverables by January 31, 2022

Phase	Performance Measure	Deliverable	Timeframe
		<i>publication as a supplement to the Vermont GHG Emissions Inventory Report. Present the final report and analysis at a meeting of the Science and Data Subcommittee and the Agriculture and Ecosystems Subcommittee of the Vermont Climate Council.</i>	

Proposal Format

All response to this RFP shall include the following elements:

1. **Qualifications of the Project Team:** Provide qualifications of the persons who are anticipated work under this contract (“project team”) and identify the individual that will serve as the primary point of contact for the GWSA Director. For each member of the project team, please include the following information:
 - Name and title
 - Project team role
 - Representative project experience (please describe no more than 5 projects)
2. **Approach to Completing the Work:** Discuss in detail your approach to completing each of the tasks described above.
3. **Experience supporting development of climate action work:** Please describe the project team’s familiarity and past involvement with climate action work at a state or provincial level, highlighting any specific experience with conducting review of GHG emissions analyses for national or sub-national jurisdictions; in particular, with such analysis presented as a complement to an existing sector-based in-boundary inventory. If no such experience, please indicate so.
4. **Capacity to accomplish the work:** Please comment on the availability of project members as well as the planned approach for scheduling and coordinating team members.
5. **Cost proposal:** Please provide a proposed budget for the Scope of Services detailed above. The budget must include cost breakdown by budget categories (i.e., personnel, materials and supplies, travel etc.), and must link costs to specific deliverables. In addition, please show the following:
 - Personnel: include projected hours, by individual, by task with billing rates, for each deliverable identified in the Scope of Services;
 - Materials and supplies: estimate cost, by task, for all materials, supplies or other incidentals that will be required to fulfill the Scope of Services;
 - Travel: estimate costs for travel, if any, and per diem (meals and lodging) that may be incurred under this contract, including the number of on-site days, weekly/monthly trips, over-night stays, mileage, etc., by task
6. **Certificate of Compliance** (Appendix B) A complete proposal shall include a signed Certificate of Compliance. This form must be completed in its entirety and submitted as part of the response

for the proposal to be considered valid, and indicates the applicant agrees to required contract terms for the State including tax, insurance, and all other applicable contract terms.

Selection Criteria:

All proposals will be evaluated for completeness, including all elements identified in the Scope of Services. Incomplete proposals will not be evaluated. In the event an insufficient number of proposals are considered complete, bidders may be given extra time to submit addendums.

Complete proposals will be judged by the following weighted criteria:

- Qualifications of the Project Team, including specific experience with Agricultural GHG emissions and sinks estimates, or with estimating GHG emissions, sinks, and fluxes in an Agriculture, Forestry and Other Land use sector – 40%
- Approach to the work – 20%
- Experience supporting development of climate action work at a sub-national level, with preference for state level, – 10%
- Capacity to accomplish the work – 15%
- Cost – 15%

The State may conduct interviews with the finalists at its discretion.

Bidder Confidentiality and Access to Public Records

All responses and other information disclosed in connection with this RFP become the property of the State and, once the resulting Contract is finalized, may be subject to disclosure under the State's Access to Public Records Law, 1 V.S.A. § 315 et seq. Bidders must identify any material included in their response that is considered by the bidder to be proprietary or otherwise exempt from public disclosure in the event of a Public Records request, pursuant to 1 V.S.A. § 317(c). Bidders must include a written explanation for each marked section that would support a reasonable claim of exemption, such as, for example, a description of the proprietary nature of the information and the harm that would occur should the material be disclosed. The bidder must include a redacted copy of its response. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances can the entire response or price information be marked confidential. Should the Agency have concerns about the submitted redactions/explanations or lack thereof, the Agency may invite the bidder to provide sufficient explanation and/or appropriate redaction rights.

Reservation of State's Rights

The State reserves the right to:

1. Accept or reject any and all bids, in whole or in part, with or without cause in the best interest of the State;
2. Waive technicalities in submissions; (A technicality is a minor deviation from the requirements of an RFP that does not impact the substantive terms of the bid/RFP and can be considered without a material impact on the RFP process, etc.). If uncertain of whether a condition qualifies as a technicality, consult with the OPC or AGO for clarification. For example, a late bid is NOT considered a technicality;

3. Conform the selection process, award and/or proposed contract language, at any time during the procurement, to comply with state or federal statute, regulation or grant requirements;
4. Make purchases outside of the awarded Contracts where it is deemed in the best interest of the State; and
5. Obtain clarification or additional information.

Appendix A. Contract Elements

<https://bgs.vermont.gov/sites/bgs/files/files/purchasing-contracting/Forms/ATTACHMENT%20C%20-%20rev%20Dec%202017%20CLEAN.pdf>

SFA - STANDARD CONTRACT FOR SERVICES

1. **Parties:** This is a contract for services between the State of Vermont, Department of Environmental Conservation (hereinafter called “State”), and _____ with principal place of business at _____ (hereinafter called “Contractor”). Contractor’s form of business organization is _____. It is the Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this contract is personal services generally on the subject of _____. Detailed services to be provided by the 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 \$ _____. This contract cannot be used as match for the purpose of obtaining additional federal funds by the contractor without the written approval of the State.
4. **Subcontracting:** Contractor shall not assign labor duties to a subcontractor without the prior written approval of the State. Written approval is obtained by completing the Request for Approval to Subcontract form.
5. **Ownership and Disposition of Equipment:** Any equipment purchased or furnished to the Contractor by the State under this Agreement is provided on a loan basis only and remains the property of the State. Contractor must submit a written request to retain the equipment at the end of agreement term for the same use and intended purpose as outlined in this agreement. The written request should include: description of equipment, date of purchase, original cost and estimated current market value.
6. **Contract Term:** The period of contractor’s performance shall on _____ and end on _____. This contract may be renewed for up to 2 additional one year periods upon written agreement by the State and the Contractor.
7. **Source of Funds:** State funds
8. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this agreement must be made in writing at least 30 days prior to the end date of this agreement or the request may be denied.

9. Cancellation: This contract may be canceled by either party by giving written notice at least days in advance.
10. Fiscal Year: The contractor's fiscal year starts and ends .
11. 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.
12. Attachments This contract consists of the following attachments which are incorporated herein:
 - Attachment A - Specifications of Work to be Performed
 - Attachment B - Payment Provisions
 - Attachment C - Customary State Contract Provisions
 - Request for Approval to Subcontract
13. Order of Precedence: Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:
 - a. Standard Contract
 - b. Attachment C (Standard Contract Provisions for Contracts and Grants)
 - c. Attachment A
 - d. Attachment B

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

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

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

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

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

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

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

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

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

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

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

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

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

\$1,000,000 Personal & Advertising Injury

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

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

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

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

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

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

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

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

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

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

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

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

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which

shall be made available upon request. State facilities will be made available to Party on an “AS IS, WHERE IS” basis, with no warranties whatsoever.

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

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

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

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

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

32. Requirements Pertaining Only to State-Funded Grants:

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

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

(End of Standard Provisions)

Appendix B. Certificate of Compliance

https://bgs.vermont.gov/sites/bgs/files/files/purchasing-contracting/contracts/Certificate%20of%20Compliance%205_16_17.pdf

CERTIFICATE OF COMPLIANCE

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.

- A. **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.
- B. **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.
- C. **FORM OF PAYMENT:** Does Bidder accept the Visa Purchasing Card as a form of payment?
____ Yes ____ No
- D. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

Self-Reporting. Bidder hereby self-reports the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers, that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

Subcontractor Reporting. Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will 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), and

Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

E. Executive Order 05 – 16: Climate Change Considerations in State Procurements 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 ChallengeSM 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:
-

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 bio-fuel 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:

F. Acknowledge receipt of the following Addenda:

Addendum No.: _____ Dated: _____ Addendum

No.: _____ Dated: _____ Addendum

No.: _____ Dated: _____

Bidder Name: _____ Contact Name: _____

Address: _____ Fax Number: _____

_____ Telephone: _____

_____ E-Mail: _____

By: _____ Name: _____

Signature of Bidder (or Representative)

(Type or Print)

END OF CERTIFICATE OF COMPLIANCE