

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, **Agency of Natural Resources Central Office** (hereinafter called “State”), and **ERG**, with a principal place of business at 561 Virginia Road – Suite 300, Building 4, Concord, MA 01742, (hereinafter called “Contractor”). Contractor’s form of business organization is a S-Corp 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 the development of a Life-Cycle Analysis for the energy sector for the state of Vermont. 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 \$124,961.

4. **Contract Term.** The period of Contractor’s performance shall begin upon January 1, 2023 and end on June 30, 2023.

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 19 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)

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 C (Standard State Provisions for Contracts and Grants)

(3) Attachment A

(4) Attachment B

10. **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.

11. **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 \$ 2,000,000 per claim and \$2,000,000 aggregate.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: 1/11/2023
Date: _____ DocuSigned by: _____
Signature: _____
Name: Julie Moore
Secretary, Agency of Natural Resources
Title: _____

By the Contractor:

Date: 1/12/2023
Date: _____ DocuSigned by: _____
Signature: _____
Name: Sarah Cashman
Vice President/Director of Life Cycle Services
Title: _____

ATTACHMENT A – STATEMENT OF WORK

Task 1: Project Management

1. *Hold Kickoff Meeting*

Immediately following the task award, the contractor will begin planning for a project kickoff meeting. The project manager will hold an initial call with the Climate Action Office Director (the “Director”) to discuss the meeting date, agenda, logistical considerations (e.g., webinar set-up). The kickoff meeting will be virtual. The purposes of the kickoff meeting are to:

- Discuss the project approach
- Define what “success” looks like for the project
- Further clarify the goals, objectives, timeline for project deliverables
- Discuss project communication channels, including communication across team members, presentations, and preferred schedule for bi-monthly project meetings

This will be a working meeting, and the contractor will come prepared to discuss:

- The draft initiation workplan which will be drafted by the contractor and shared a day ahead of the meeting. The workplan will include the relevant details associated with the tasks to be performed, the sequence and interaction of those tasks, deliverables, and an agreed-upon schedule for task completion
- The list of proposed life cycle tools and data sources for performing the analysis
- Traditional ecological knowledge inputs and considerations
- An initial list of relevant energy pathways and associated boundaries
- Expected areas of uncertainty and possible sensitivity analyses

Within one week after the meeting, the contractor will deliver a meeting summary that identifies decisions, action items and any matters slated for further discussion. The contractor will connect with the Director and ANR team as appropriate to follow-up on any items as needed.

2. *Develop Project Initiation Workplan*

Based on input received during the kickoff meeting, the contractor will revise the draft workplan. The workplan will act as a project roadmap that details the tasks that will be performed, the sequence and interaction of those tasks, deliverables, and an agreed-upon schedule for task completion. The contractor will submit the revised workplan to the Director for review within one week of the kickoff meeting. Following review by the Director and ANR staff, the contractor will address any final comments and submit a final version of the workplan to the Director for approval.

3. *Project Management Tasks, Including Biweekly Meetings and Presentations*

The contractor will facilitate regular virtual check-in meetings at least twice per month with the Director and other team members. The meeting frequency will be adjusted as needed, based on consultation with the Director. The check-in meetings will provide an overview of activities completed; status of interim deliverables and tasks underway, including any necessary timeline adjustments; key decision

points and/or key questions for input; forthcoming meetings/presentations, and next steps. The contractor will email meeting materials and draft agendas in advance of the calls so the Director and other meeting attendees have a chance to review them. Following each meeting, the contractor will provide a summary of key discussion points and decisions to the Director and other team members.

As requested in the RFP, the contractor will submit invoices for completed deliverables following the conclusion of each project phase. The contractor will work with the Director to obtain invoicing templates or requirements that meet the needs of ANR.

Deliverables Task 1:

1.0 Draft initiation workplan delivered a day ahead of the project kickoff meeting. The workplan will include the relevant details associated with the tasks to be performed, the sequence and interaction of those tasks, deliverables, and an agreed-upon schedule for task completion. Hold project kickoff meeting delivered by delivered within two weeks of signing contract.

1.1 Final project initiation workplan delivered one week after kickoff meeting.

1.2 Project status meetings delivered every two weeks over six months of the project. The contractor will schedule these meetings and be prepared to update the Director on the relevant tasks.

Timeline: January 15, 2023 – June 30, 2023**Task 2: Traditional Ecological Knowledge (TEK) Stakeholder Briefings**

The contractor will hold two virtual stakeholder meetings focused on gathering TEK perspectives to help ensure diverse stakeholder voices are considered in the analysis as well as future work and decisions stemming from it. The qualitative information collected through the meetings will be incorporated into the final report (e.g., considering how the findings of this analysis will impact Indigenous, recommendations for interpreting and applying results of the analysis) and to inform the development the scoping document for future work described in the next section.

1. Identify Stakeholders and hold first meeting.

Identify Stakeholders. The contractor will work with ANR to identify a set of 8-10 stakeholders for inclusion in these meetings. The contractor will reach out to your contacts to start developing an initial list of possible stakeholders and also obtain any contacts that ANR might have. The contractor should include representatives from all these communities:

- The four Abenaki Tribes recognized by the State of Vermont and the Vermont Commission on Native American Affairs
- Individuals who represent the subsistence lifestyle traditions that are still central to how local people understand their environment, e.g., Mennonite communities and legacy trapping families

- Indigenous tribes or subsistence representatives connected to energy resources generated outside the state of Vermont.

Table 3 shows an example breakdown of the count of individuals that the contractor will aim to include in the stakeholder meeting by stakeholder type. Given that these stakeholder categories can overlap, the contractor will consider a range of stakeholders (e.g., 8-10) that could be appropriate to provide adequate coverage for the proposed categories. The contractor will refine and update these targets based on discussion with ANR, kick-off meeting discussion, input from VCC members, and review of existing materials.

Table 1: Stakeholder Types and Target Numbers for Inclusion

TEK Stakeholder Type	Target Number of Individuals	Notes
Abenaki Tribes	4	1 representative from each tribe and/or a representative from an overarching organization, such as The Vermont Commission on Native American Affairs
Subsistence/Traditional Lifestyle	3	Aim is for representatives from differing backgrounds or geographic areas
Indigenous tribes or subsistence representatives connected to energy resources	3	Aim will be to have stakeholder coverage related to energy sources when looking across all three categories. May be limited to stakeholders within VT; individuals in this category may overlap with other categories

The contractor will engage stakeholders at meetings that occur at key junctures in the project as described below. At the kick-off meeting, the contractor will discuss with ANR the anticipated timing of the stakeholder meetings and incorporate feedback into a revised approach in the final workplan as necessary.

- **Meeting 1:** This meeting will focus on gathering input on the suggested energy pathways for use in the analysis based on the contractor's review of existing materials as well as general thoughts about the analysis and its use. The contractor will develop a PowerPoint presentation that provides a brief overview of the project, followed by a description of the identified energy pathways, along with their source categories and life cycle stages. The contractor will then ask a series of discussion questions to elicit feedback from meeting participants, such as:
 - Are there any energy pathways that are missing?
 - Are there any source categories that are missing or inaccurate based on your experience?
 - Is there any information that is not captured that is important for us to understand?
 - What type of information needs to be included in the analysis for it to more fully reflect your experience as a member of an indigenous or traditional community?

These meetings will last up to two hours and occur after Step 1 of Task 3 described in Section 3 below.

2. *Hold second stakeholder meeting.*

- **Meeting 2:** This meeting will share the initial results of the analysis, discuss ways that the initial meeting will be incorporated into the analysis, and collect additional considerations for how the analysis might be interpreted or used. Similar to Meeting 1, the contractor will begin by presenting an overview of the initial findings and then turn to a series of discussion questions to elicit feedback from meeting participants, such as:
 - How do these findings align with your experience? Is there anything missing?
 - What types of things should be considered or included when deciding how to use this information to inform climate change adaptation strategies?
 - What type of future work do you feel is needed around TEK and climate change?

This meeting will last up to two hours and occur in parallel with *Task 3: Implementation of Analysis to Present Life-Cycle Emissions Inventory Report*.

Prior to holding the stakeholder meetings, it will be beneficial to speak with at least one of the identified TEK stakeholders and, perhaps, one member of the VCC (as recommended by ANR) to gather feedback on the contractor's proposed meeting format and discussion questions. The contractor will integrate this feedback into the final meeting design and content.

3. *TEK Scoping Document*

As described in Section 3.1, The contractor will develop a scoping document describing how the data used in this initial GHG LCA effort could be used in a future multi-indicator LCA that incorporates a suite of impacts related to TEK. The contractor will complete this in parallel with Task 3, described below. Elements that the scoping document will cover include (but are not limited to):

- List of different potential impact categories available.
- Corresponding inventory data in the tools/data sources used to develop the GHG LCA that could be leveraged for a multi-indicator analysis which will include data sources that also cover environmental flows such as land use, water consumption, eutrophication potential.
- Qualitative description of possible energy system trade-offs when considering multiple indicators, and tradeoffs that might particularly impact indigenous and traditional communities.
- Data gaps and research needs to complete a full quantitative analysis.

The scoping memo will be approximately 10 pages, and following review by ANR staff, the contractor can incorporate a summary of findings from the scoping memo into the main Task 3 Study Report.

Deliverables Task 2:

- 2.0 Develop a PowerPoint presentation that provides a brief overview of the project, followed by a description of the identified energy pathways, along with their source categories and life cycle stages and a set of discussion questions to elicit feedback from meeting participants. This should be prepared two weeks ahead of first stakeholder meeting. Feedback from State should be incorporated. Finalize stakeholder list and hold stakeholder

briefing meeting number one to gather input.

2.1 Create a draft of TEK Scoping Document for the State to comment on two weeks before the second stakeholder meeting. Hold the Stakeholder meeting number two to share draft TEK Scoping Document.

2.2 Finalize TEK scoping document, with comments from State and input from second stakeholder meeting. The document will cover, at a minimum, bulleted list in the scope of work.

Timeline: May 31, 2023

Task 3: Review Existing Materials and Develop Methodology

Under Task 2, the contractor will review existing material developed by the State to contextualize the project for the conditions in Vermont. These resources include the following:

- *Vermont Greenhouse Gas Inventory and Forecast 1990-2017*
- *Department of Public Service Comprehensive Energy Plan*
- *Initial Vermont Climate Action Plan*

Review of this material will ensure that the appropriate energy pathways for current and future energy use in Vermont are covered by the analysis. Once the contractor has reviewed existing material developed by Vermont, the contractor will complete the following stepwise approach in order to develop a methodology proposal for the analysis. The contractor will complete each step and then coordinate with ANR staff before proceeding to the subsequent step.

1: Identify relevant energy pathways

- Identify relevant current and emerging fossil, renewable and other energy sources used in Vermont.
- Identify the source category for each energy pathway to a level of detail like natural gas can be used in electricity, residential and commercial fuel use, and transportation.
- Identify the life cycle stages for each pathway which will include extraction, processing, distribution, and combustion or similar categories.
- In coordination with ANR staff, select the final energy pathways to be included in the analysis.

2. Review LCA data sources for each selected pathway and propose schedule

- Review available life cycle data sources (e.g., those identified Table 2 and any other identified during project kick-off) based on attributes such as:
 - Geographic resolution and ability to customize to Vermont with the level of detail being provided for all as this example highlights for natural gas and coal basins which Vermont and pipeline distance to state boundaries.
 - Life cycle stages covered by each source.
 - Relevant greenhouse gases covered by each source.
 - Temporal resolution and ability to scale to full time series.

- Tracking of emissions from land use change.
 - Ability to incorporate uncertainty or sensitivity analysis.
 - Data availability, restrictions, and modeling platform.
 - Develop a recommendation for the data source(s) used to model each energy pathway and document the recommendations in a comprehensive methodology proposal.
 - Propose timeline for completion of the life cycle emission factor results for the selected pathways and sources.
 - Coordinate with ANR staff to confirm the data sources selected and planned schedule for completing the life cycle GHG emissions factors (Step 3).
3. Determine LCA GHG emission factors for each pathway
- In an Excel workbook, generate emission factor results in mass of raw gas (e.g., carbon dioxide, methane, nitrous oxide, or other climate forcing emission) by life cycle stage and energy pathway using the selected data sources.
 - For activities that occur in the state of Vermont, the data underlying the *Vermont Greenhouse Gas Inventory and Forecast 1990-2017* factors can be used for the full life cycle analysis. The contractor will supplement this as necessary if current or selected emerging energy pathways do not have a corresponding in-state emission factor.
 - Where feasible, factors will be customized for Vermont based on the physical location from which Vermont sources its energy (e.g., transportation distance from fuel processing to State boundaries can be customized).
 - Customize results across the time series. To the extent possible, the emission factors can be customized across the time series. For example, the GREET model allows for generating results starting from 1990. Factors such as crude oil production location (for petroleum), production yield (for ethanol), and the background electricity grid mix change over time and can impact emission factors. The contractor will take these nuances into account for the analysis.
 - Convert results to GHG equivalencies (mass CO₂e). The initial results will first be developed on a raw gas basis, which will allow flexibility to apply different global warming potential (GWP) factors.
 - Prepare table of emission factor results by stage and by gas on a MMBtu basis¹.
 - Scale the emission factors by statewide activity data in Vermont's inventory using the State Inventory Tool (SIT).

As stated above, the contractor will provide ANR in-progress drafts of the methodology proposal after completion of each step. The contractor will report progress at up to four meetings with ANR staff, which will help ensure that the contractor incorporates continual feedback from the State. The contractor will document the outcome of each step in a report format (with supporting Excel files as

¹ Table 36 of the Technical Documentation ERG prepared for the New York Upstream Energy Sector Inventory (https://www.dec.ny.gov/docs/administration_pdf/energyghgerg.pdf) provides an example of a similar life cycle emission factor table we previously developed for a select set of fuels.

needed). The contractor will incorporate comments from ANR before finalizing the methodology report and we will also present the methodology at a meeting of the Science and Data Subcommittee of the VCC.

Deliverables:

- 3.0 Draft document identifying energy pathways and provide to ANR for review. In coordination with ANR staff, select the final energy pathways to be included in the analysis. Finalize the document within two weeks from receiving feedback from ANR.
- 3.1 Draft identifying selected data sources. In coordination with ANR staff, select the final data sources to be included in the analysis. Finalize the document within two weeks from receiving feedback from ANR.
- 3.2 Draft the excel workbook of emission factors with scaling based on activity data. In coordination with ANR staff, select the final emission factors to be included in the analysis. Finalize the document within two weeks from receiving feedback from ANR.
- 3.3 Incorporation of Step 3.0-3.3 into draft methods report for feedback from ANR.
- 3.4 Final methods report within two weeks from receiving feedback from ANR.
- 3.5 Presentation of methodology at Science and Data Subcommittee meeting and the Vermont Climate Council meeting (two presentations) via PowerPoint which will be made accessible to the ANR.

Timeline: May 31, 2023

Task 4: Implementation of Analysis to Present Life-Cycle Emissions Inventory Report

Once the methodology report under Task 2 has been finalized with ANR staff, the contractor will complete the analysis. This will involve building upon the workbook and emission/activity factors developed under Task 2 to create charts to aid in interpretation of the analysis results. The results will include charts for different energy types. Energy types will also be combined and scaled by activity data in the charts. The contractor will create a simple interactive user dashboard to allow customization of selection of different parameters within the workbook, which will allow for sensitivity analysis. These parameters will be determined in consultation with ANR staff during the Task 2 methodology stage, but may include: GWP factor, inclusion/exclusion of infrastructure, inclusion/exclusion of biogenic carbon dioxide, inclusion/exclusion of carbon sequestration, and inclusion/exclusion of avoided product credits for upstream biofuel production.

The contractor will incorporate these figures as well as relevant summary information from the Task 2 report into a draft life cycle emissions inventory report that uses a similar format as that published annually by ANR (e.g., *Vermont Greenhouse Gas Inventory and Forecast 1990-2017*). In the report, the contractor will interpret the key findings of the analysis and identify current hotspots and opportunities for GHG reductions in the Vermont life cycle energy sector inventory. The contractor will also assess the life cycle emission factors developed for potential future fuels in the state, which will allow Vermont to use the document to understand GHG impacts from shifting fuel types. Given that the results of this analysis will be used as a decision-making tool for the VCC and possible other state entities moving forward, the contractor will incorporate aspects of the Task 2 TEK scoping analysis in the report and discuss potential environmental impact category tradeoffs that could be considered for future work. The contractor will also summarize the sensitivity analysis findings and whether any parameter

assumptions or settings within the inventory have a notable impact on overall study findings. The contractor will incorporate comments from ANR before finalizing the inventory report and the contractor will also present the methodology at a meeting of the Science and Data Subcommittee of the VCC.

Deliverables:

- 4.0 Create charts to aid in interpretation of the analysis results and incorporate them and a dashboard into emissions factors excel workbook developed in Task 3.
- 4.1 Draft lifecycle emissions inventory report to be modeled after the State's annual GHG inventory and to include information from Task 2.
- 4.2 Final lifecycle emissions inventory report with feedback from ANR. The final document will be shared within two weeks of receiving feedback from ANR on draft.
- 4.3 Presentation of study findings at Science and Data Subcommittee and to the Vermont Climate Council (two presentations). To support the presentation, the contractor will develop a PowerPoint which will be made available to ANR.

Timeline: June 30, 2023

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this Agreement, item 3. State of Vermont payment terms are Net 30 days from date of invoice; payments against this contract shall comply with the State's payment terms. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this Attachment. The following provisions specifying payments are as follows:

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including:
 - a. Dates of service
 - b. Contract Number
 - c. Phase, task, and deliverable number for work being invoiced
 - d. Any information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
4. This is a performance-based contract. Contractor shall submit invoices to the State after completion and acceptance of deliverables by the GWSA Director in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the State monthly to: ANR.ANRAP@vermont.gov
6. The payment schedule for rates for services performed, and any additional reimbursements, are listed in the table below. In no event shall State pay Contractor more than \$124,961 absent a written contract amendment.

Phase I		Delivered by 15-January-22
Deliverable	Description	Cost
1.0	Draft initiation workplan delivered a day ahead of the project kickoff meeting. Hold project kickoff meeting delivered by delivered within two weeks of signing contract.	\$2,575
1.1	Final project initiation workplan delivered one week after kickoff meeting.	\$1,685

	TOTAL	\$4,260
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Phase II		Delivered by 31-May-23
Deliverable	Description	Cost
1.2	Project status meetings delivered every two weeks over six months of the project.	\$5,396
2.0	Develop a PowerPoint presentation for stakeholder meetings. Finalize stakeholder list and hold stakeholder briefing meeting number one to gather input	\$2,805
2.1	Draft TEK Scoping Document..	\$2,805
2.2	Final TEK scoping document.,	\$3,355
3.0	Final energy pathways analysis document due within two weeks from receiving feedback from ANR on draft.	\$5,235
3.1	Final life-cycle analysis data sources document within two weeks from receiving feedback from ANR.	\$11,675
3.2	Final excel workbook of emission factors with scaling based on activity data due within two weeks from receiving feedback from ANR.	\$23,650
3.3	Incorporation of Step 3.0-3.3 into draft methods report for feedback from ANR.	\$15,129
3.4	Final methods report within two weeks from receiving feedback from ANR.	\$4,820
3.5	Presentation of methodology at Science and Data Subcommittee meeting and the Vermont Climate Council meeting (two presentations) via PowerPoint which will be made accessible to the ANR.	\$5,104
	TOTAL	\$79,974

Phase III		Delivered by 30-June-23
Deliverable	Description	Cost
4.0	Charts to aid in interpretation of the analysis results and incorporate them and a dashboard into emissions factors excel workbook developed in Task 3.	\$9,050
4.1	Draft lifecycle emissions inventory report to be modeled after the State's annual GHG inventory and to include information from Task 2.	\$19,864

4.2	Final lifecycle emissions inventory report with feedback from ANR. The final document will be shared within two weeks of receiving feedback from ANR on draft.	\$6,709
4.3	Presentation of study findings at Science and Data Subcommittee and to the Vermont Climate Council (two presentations). To support the presentation, the contractor will develop a PowerPoint which will be made available to ANR.	\$5,104
	TOTAL	\$40,727

**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)