

REGIONAL COMMUNICATIONS/DISPATCH REQUEST FOR PROPOSAL'S (RFP)



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IMPORTANT POINTS OF CONTACTS

For questions regarding grant submissions including questions about the grant application, supplemental materials, or any issues downloading materials please contact DPS.HSU@vermont.gov.

For questions regarding regional communications projects including questions regarding allowability, implementation, and general eligibility please contact Mandy Wooster, Department of Public Safety, at Mandy.Wooster@vermont.gov.

KEY DATES

Request for Proposals Release	July 28th, 2022
Applications Due to dps.hsu@vermont.gov	September 2nd, 2022
Application Review Period	September 2022
Final Application Approved by the Commissioner of the Department of Public Safety	TBD
Subawards distributed	TBD
Estimated Project Start Date	TBD
Ongoing progress monitoring	TBD
Grant closeout	TBD

FUNDING ELIGIBILITY

- Only eligible applicants may apply for the Regional Communication Grant Program. Eligible applicants must be a public safety organization (or applying on behalf of such organizations).
- Regional dispatch services should encompass a minimum of ten (10) public safety organizations and represent regional service to an area of the state, or, if representing fewer than 10 agencies, clearly state why the initiative is a smaller size and what efforts have been made to widen representation by public safety organizations in the region. Projects that serve a larger number of law enforcement, fire service, and emergency medical services agencies will be more favorably received.
- Projects should be managed by a representative governance structure among all stakeholders, which may include police, fire, and EMS personnel, select board members, project managers and others with oversight responsibilities of the project, or via a contract for service structure that serves the needs of participating agencies. Applicants must clearly demonstrate and define their governance or contracting structure.

- There must be collective support among all participating jurisdictions. This should include Memorandum of Understanding (MOU) agreements and/or letters of intent from representing select boards or town/city managers.
- Funding is competitive and a limited resource. For this reason, project proposals should show how operational costs will be sustained and budgeted by participating agencies going forward. Agencies are encouraged to also seek other funding sources to support their regional dispatch/communication project.

PROGRAM PURPOSE

The State of Vermont is seeking specific projects that address the development and implementation of Regional Dispatch/Communications Centers. Currently, the Department of Public Safety has the responsibility of providing dispatch services to a great number of emergency responders throughout the state. However, this model is not sustainable and long-envisioned regional solutions are the best way to ensure a resilient communications infrastructure with workforce being drawn from throughout the State. For this reason, limited funding will be available to support the creation of new regional dispatch centers or broaden the capacity and capability of existing dispatch centers. This will enable an approach that balances workloads in regions throughout the State.

This program will support three aspects of establishing regional dispatch centers which include:

- Funds to support equipping new regional dispatch centers,
- Funds to support existing regional dispatch centers which are seeking to support additional agencies,
- Funds to support agencies transitioning from State resources to an existing regional dispatch center.

WHAT CAN I APPLY FOR?

[Allowable Regional Communications/Dispatch Grant Program Activities](#)

If seeking equipment costs, please ensure that the equipment you are seeking will be interoperable with current communications systems within the state. This includes connecting with Vermont State Police/Department of Public Safety infrastructure.

Technology Costs		
<u>Cost</u>	<u>Description</u>	<u>Allowable</u>
Computer Aided Dispatch System Workstations/Monitors	Monitors to utilize with CAD infrastructure.	Yes
Computer Accessories	Accessories needed to operate a computer (i.e. mouse, keyboard, etc.)	Yes

Telephones/recorders and telephone/recorder accessories	Technology utilized to take and receive calls including accessories (i.e. headsets, microphones, etc.) This line also includes recorders for recording calls as necessary.	Yes
Monitors and Displays	Technology utilized to display information (i.e. wall display screens, etc.)	Yes
Printers	Printers utilized to prepare reports, documents, etc.	Yes
Communications equipment necessary to connect dispatch to system	This could include base stations, antennas, etc.. This is equipment needed to connect systems to more broad communication systems.	Yes
Technology Integration Equipment	Technology needed to integrate systems to operate dispatch centers.	Yes
Power Equipment	Equipment needed to power technology.	Yes
Other Equipment	Other equipment not listed necessary to operate.	Yes
Shipping/Installation Costs	Shipping/Installation costs for technology requests are allowable.	Yes
Transition Fees	First and possibly second year costs for agencies transitioning into a new regional dispatch center.	Yes
Office Costs		
Desks	General office desks	Yes
Chairs	Chairs for operating dispatch stations/command stations	Yes
Storage Cabinets/Shelving	Storage cabinets and shelving units to hold documents, papers, etc.	Yes
Cabinets	Cabinets used to store equipment	Yes
Lights	Non-building lights to include lamps, workstations lights, etc.	Yes

Shipping Costs	Shipping costs for office equipment is allowable	Yes
Special Considerations		
Planning/Engineering	Planning or engineering costs related to establishing the dispatch center.	<u>These costs are generally unallowable.</u> The Department of Public Safety Radio Technology Services (RTS) engineering team will be available to consult with regional efforts and operators. If there is a compelling need beyond RTS, these costs could be allowable.
Consultants / Facilitators	Consultants who provide information and advise on establishing a center are generally not allowable. Facilitators to assist agencies in developing plans and interagency operating structures and agreements are allowable.	<u>Situation Dependent see information to the left.</u>
Construction Costs	Minor cosmetic costs like the installation of electric outlets will be considered.	<u>Will be considered.</u>
Unallowable Costs		
Administrative Costs	Administrative costs to manage the grant or operate the dispatch center.	<u>No</u>
Construction Costs	Construction costs to build a dispatch center.	<u>No.</u> See limited allowability in special considerations section above.
Legal fees to establish a governance structure	Legal fees	<u>No</u>
Moving Costs (moving items from one location to another)	Costs of moving items from one location to another.	<u>No</u>
Extended warranties/service contracts	Extended warranties are unallowable. Warranties that may be provided with initial purchase of equipment are allowable but extended warranties will not be supported.	<u>No</u>
Rent Costs	Costs associated with renting space.	<u>No.</u> While unallowable, the Department of Public Safety

		can facilitate discussion with the applicants seeking space and Buildings and General Services.
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This list is not exhaustive, therefore, if there are any questions regarding allowable costs, please contact DPS.HSU@vermont.gov.

Additional Unallowable Regional Communications/Dispatch Grant Program Activities

1. Supplanting:
 - a. Grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose.
2. Certain telecommunications and video surveillance services or equipment are prohibited from being purchased using grant funds. See [2 CFR § 200.216](#) and [2 CFR § 200.471](#).

Special Considerations for Specific Requests:

Interoperable Communications

Applicants may request funds that support interoperable communications. In addition, for all communication equipment requests, applicants will be required to provide the following:

1. Current FCC License
2. Applicants are encouraged to coordinate their activities with the Statewide Interoperability Coordinator (Terry.LaValley@vermont.gov)
3. Please be aware that certain telecommunications and video surveillance services or equipment are prohibited from being purchased using grant funds. See [2 CFR § 200.216](#) and [2 CFR § 200.471](#).

HOW DO I PREPARE?

Ensure applicant has an active UEI number:

Ensure that your organization has an active Unique Entity ID (UEI) number. To obtain a UEI number for your agency, please go to the SAM.gov website at: <https://sam.gov/content/home>.

Review this RFP in full:

Review this RFP in full. Pay close attention to the “What Can I Apply For” section as only requests that align with the scope of this RFP and allowable uses of funding will be accepted. Strong justifications and explanations of the projects – specifically the strength of the partnerships to deliver shared regional services - are essential, so consider how your organization(s) will demonstrate need and evaluate success.

WHEN ARE APPLICATIONS DUE?

All applications and supporting documentation must be RECEIVED by the Homeland Security Unit office by **September 2nd, 2022 at 5:00 pm EST** Proposals received after this date and time may NOT be eligible for consideration.

To facilitate processing, completed grant applications and supporting documentation must be sent via email to DPS.HSU@vermont.gov. Your application and supporting documentation must be received no later than the due date and time listed above. If it arrives at 5:01 p.m. EST, it will be considered late.

HOW DO I APPLY?

Submit complete application (Excel) and supporting documentation (PDF) to the Vermont Homeland Security Unit: DPS.HSU@vermont.gov. Application materials are located on HSU website at <https://hsu.vermont.gov/regional-communications>.

WHAT DO I NEED TO APPLY?

For application materials and an explanation of each of the requirements below, please visit the Homeland Security Unit website.

To be eligible:

- Must be eligible for funding as outlined in the “Funding Eligibility” section of this RFP
- The applicant must not be listed on the [suspended and debarred list](#)
- The applicant must not be listed on the DPS Restricted Parties List
- Applicants must have a valid [UEI](#) number.
- [Financial risk assessment survey](#) completed in the last twelve months.
- Applicants must meet eligibility requirements under section “What Can I Apply For?”
- Applicant read and understands that certain telecommunications and video surveillance services or equipment are prohibited from being purchased using grant funds. See [2 CFR § 200.216 and 2 CFR § 200.471](#).
- Applicant agrees that this funding does not supplant (replace) state, local, and agency monies in their organization's budget for the requested items in this application.

The following **MUST** be submitted:

- Complete application submitted as an excel document
- Signature page submitted as a PDF
- Certificate of Insurance (COI) with current coverage
- Agencies Serviced Form
- Supporting documentation as required below, based on your proposed project

IF APPLICABLE, the following supporting documentation must be submitted:

	If your project...	You must provide the following:
☐	<i>is too large for your agency to accomplish in a reimbursement (after-the-fact) in arrears of expenses, you may request pre-payment on a “Limited Cash Advance” basis.</i>	<p>1. A copy of agency’s Cash Advance Policy must be included in the application <u>AND</u> your Agency’s cash advance policy must meet the following requirement:</p> <p>A subrecipient must have procedures in place to be compliant with 2 CFR 200.305 as well as 15 USC 1601 Electronic Fund Transfer Act. The subrecipient must deposit cash advance in an interest-bearing account (with some regulatory exceptions) and report any federal grant interest annually to the U.S. Department of Human Services, Payment Management Division.</p>
☐	<i>is requesting equipment</i>	<p>1. A quote must be submitted for all single items valued at more than \$100. Per unit.</p> <p>a. Applicants who are approved for funding will be required to follow their local purchasing policies. If requested by the Working Group, purchasing policies will need to be provided.</p> <p>2. Geographical preference and/or sole source will not be sufficient.</p> <p>3. Code of Federal Regulations, 2 CFR parts 317-327, requires full and open competition while procuring grant-funded equipment. Please refer to the Procurement Standards guidance included ensure compliance.</p>
☐	<i>is requesting communications equipment</i>	<p>1. Current FCC License</p> <p>2. Please be aware that certain telecommunications and video surveillance services or equipment are prohibited from being purchased using grant funds. See 2 CFR § 200.216 and 2 CFR § 200.471.</p>
☐	<i>Is seeking costs for contractors/facilitators</i>	<p>1. Provide specific documentation as to how the contractor/facilitator will be utilized</p>
☐	<i>A cost that is in the generally unallowable section which outlines that with extra justification it could be</i>	<p>1. Written justification on agency letterhead as to why these costs are justified beyond the services already available/offered.</p>

<i>allowable (i.e. planning/engineering costs)</i>	
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WHAT IF I HAVE QUESTIONS?

Additional assistance (including Overview Presentations and Application Walk-Throughs) for applicants can be obtained by contacting DPS.HSU@vermont.gov.

GRANT MANAGEMENT AND REPORTING

PRE-AWARD IMPORTANT INFORMATION FOR APPLICANTS

1. Applications for funding must be received, approved and a grant agreement executed (signed by a DPS representative) *prior to expenditure of grant funds*.
 - a. DO NOT PURCHASE / AUTHORIZE SPENDING UNTIL YOU HAVE AN EXECUTED AGREEMENT IN YOUR POSSESSION.
 - b. Any expenses incurred before the agreement is executed (signed by your organization AND the Commissioner of Public Safety) will not be reimbursed by the Department of Public Safety
2. The total dollar amount for this funding opportunity is limited and while the Working Group would like to fund all projects, they most likely will not be able to, so please be realistic and consider sustainability while developing your applications.
 - a. If applicable, please prioritize projects, in the event the application can be partially funded.
3. If requests for funding exceed the available amount, requests will be prioritized, and awards will be made based on the need identified in the applications submitted.
4. Applications may not be reviewed unless all requirements are met at the time of application review.
5. Applicants receiving funding approved by the Working Group are subject to programmatic monitoring and/or financial audits conducted by the Department of Public Safety
6. The Working Group may require the signing of a Memorandum of Understanding for equipment designated for multi-agency use.
7. Misrepresentation or misuse of any equipment granted under these guidelines shall be subject to prosecution.

POST-AWARD REQUIREMENTS

1. If an application is accepted, a grant agreement will be sent to the subrecipient for signature. The subrecipient will sign and return the grant agreement the Department of Public Safety. The grant agreement will outline the scope of work, approved budget, period of performance and all subrecipient responsibilities.
2. Do not begin work on any grant funded projects until an executed agreement is in your possession. Any work or items purchased before the agreement is executed (signed by

your organization AND the Commissioner of Public Safety) will not be reimbursed by the Department of Public Safety.

3. Applicants receiving funds will be required to submit a Program Progress Report Form detailing status of performance measures and project progress.
 - a. A completed Program Progress Report Form must be submitted each time reimbursement is requested or bi-annually, at a minimum. The reporting periods are June 1 - November 31 (due December 15), December 1 – May 30 (due June 15). If the due date falls on a weekend or holiday, please submit the following business day. A final report is due within 30 days of the end date of this grant agreement. Program Progress Report Form is required even if no activity has been performed on the project.
 - b. Program Progress Report Form is required even if no activity has been performed on the project.
 - c. The Program Progress Report Form shall be completed to the best of the grantees' ability. Blank, incomplete, or insufficient Program Progress Report Forms will not be accepted.
 - d. The State reserves the right to withhold part or all grant funds if the State does not receive timely documentation of the successful completion of grant deliverables.
4. Applicants receiving funds will ensure that this project is fully operational within the Period of Performance and report back to the DPS Financial Administrator when it is so.
5. Applicants receiving equipment funds will be required to comply with the following:
 - a. Subrecipients will ensure that all members utilizing equipment (if applicable) provided by this grant will be trained to the appropriate level to utilize the equipment and the Subrecipient will maintain records of training.
 - b. Subrecipients will ensure that equipment is accounted for throughout its operational lifetime and adhere to [2 CFR §200.313](#) (Equipment) requirements.
6. Applicants receiving funds will inform the DPS Financial Administrator and Program Manager in writing of any delays, proposed equipment substitutions or desired changes to the physical/geographic deployment, concept of operations, and/or technical specifications in order to determine if an amendment is warranted.
 - a. If an amendment to this agreement is necessary, no purchases or work may be completed under the adjusted scope of the agreement until the amendment has been executed.
7. If awarded a grant, each agency must adhere to the certifications and assurances identified in the subgrant agreement. Included in this RFP are sample conditions and attachments that must be followed in order to comply with the grant. These conditions are subject to change in the actual agreement and are provided here to advise an applicant of parameters that may be required upon acceptance of the grant award.

8. Subrecipients must be able to document local/state funds were not supplanted with funds from this award (for example: personnel expenses must be supported with actual budget allocations that include this funding source).
9. Procurement Requirements:
 - a. Applicant must read and comply with [2 CFR 200.317 to 2 CFR 200.327](#) regulations.
 - b. Applicant must have written procurement standards per [2 CFR 200.318\(a\)](#).
 - c. Applicant must have written conflict of interest standards per [2 CFR 200.318\(c\)](#).
 - d. Applicant must take necessary steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible per [2 CFR 200.321](#).
 - e. Applicant agrees that this funding does not supplant (replace) state, local, and agency monies in their organization's budget for the requested items in this application.
10. Subrecipients are expected to conform, as applicable, with accepted engineering practices, established codes, standards, modeling techniques, and best practices, and participate in the development of case studies demonstrating the effective use of grant funds, as requested.

APPLICATION EVALUATION CRITERIA

- 1) Information on the application requirements below can be found within the “Explanation of Application Requirements” on the [Homeland Security Unit website](#).
- 2) Each member of the Working Group will review each application independently.
- 3) The Working Group will award a score of 1 to 10 to each of the applicable evaluation criteria outlined in the table below. One (1) is not at all, five (5) is okay and ten (10) is excellent.
- 4) A score will be calculated for each application. For those evaluation criteria that do not apply to the type of agency applying, the possible points will be adjusted accordingly.
- 5) The Working Group may choose to ask for additional documentation for review, as they see appropriate, to assist in the review and award process.

All applications must be RECEIVED at the Department of Public Safety office by September 2nd, 2022 by 5:00 pm EST. Proposals received after this date and time may NOT be eligible for consideration.

To be completed by DPS staff
Official Grantee Name (applicant):
<input type="checkbox"/>
<input type="checkbox"/> Denied: Reason for denial: _____
<input type="checkbox"/> Follow up needed: yes / no
<input type="checkbox"/> Follow up completed: Initials: _____ Date: _____ Comments:

<input type="checkbox"/> Date application is complete: _____		
Completion Checklist To be completed by DPS staff		
Official Grantee Name (applicant):		
	Complete? (initials or N/A)	Comments
Official Grantee Federal Tax ID (without dash or space):		
Official Grantee UEI # (without dash or space):		
Official Grantee UEI # Expiration Date:		
The applicant must not be listed on the suspended and debarred list		
The applicant must not be listed on the DPS Restricted Parties List		
Financial risk assessment survey completed in the last 12 months		
Applicants must have read and understood the "Explanation of Application Requirements" as listed on the https://hsu.vermont.gov/regional-communications		
Applicants must meet eligibility requirements under the "What Can I Apply For?" section of the RFP.		
Signature page submitted as a PDF		
Certificate of Insurance (COI) with current coverage		
An Agency Services Form		
Milestones included with appropriate dates		
A copy of agency's Cash Advance Policy (if applicable)		

An equipment quote for all single items valued at more than \$100.00 per unit. Quotes may be from valid websites, catalogs, vendors, etc.		
Current FCC License		
To be completed by DPS staff		
Federal Subrecipient or Contractor (Vendor) Determination Checklist Completed:		
Assessment of Applicant's Prior Performance: <ul style="list-style-type: none"> <input type="checkbox"/> Unacceptable <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Acceptable <input type="checkbox"/> Good <input type="checkbox"/> Excellent 		
COMMENTS:		

**Regional Communications
Working Group Review Score Sheet**

Using a scale of 1 - 10, where 1 is not at all, 5 is okay, and 10 is excellent, assign a score to each applicable statement as it relates to the application under review.

The applicant describes the proposed project in detail.	
The applicant describes the need for the proposed project and the gap(s) that it will fill.	
The applicant explains how the proposed project is related to enhancing regional communications projects	
The applicant describes how project success will be measured.	
The applicant describes the plan for financially sustaining this project.	
The application contains complete and realistic milestones.	
The use of this subgrant opportunity will increase the applicant's ability to better serve its constituents.	
Reviewer is confident in the applicant's ability to properly use, report, and document the funds to be awarded.	
The applicant effectively describes the agencies the dispatch center will be supporting.	
The applicant demonstrates the agencies the regional dispatch will be taking on were previously supported by the Vermont State Police.	
Score (out of 100)	
COMMENTS:	
NOTES ON PRIORITY / ADJUSTMENTS TO FUNDING:	

**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)

**ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS**

This Agreement is subject to the requirements of the State of Vermont grant and audit policies. The most pertinent bulletins and addendums are:

- Bulletin 5 - Policy for Grant Issuance and Monitoring
- Bulletin 5 - Procedure #1
- Bulletin 5 - Procedure #2
- DPS Granting Plan

If applicable, list the state statute that encompasses these funds.