



REQUEST FOR PROPOSALS

**INTERCONNECTION STANDARDS UPDATE
CONSULTANT**

Date Issued: July 21, 2021

Respondent Questions Due: August 4, 2021 at 4:30 PM EDT

Responses to Questions: August 11, 2021

Respondent Proposals Due: August 20, 2021 at 4:30 PM EDT

Contact:

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Planning Division
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I. Introduction

The Vermont Department of Public Service (“PSD”) is housed within the executive branch of Vermont state government and is charged with representing the public interest in energy, telecommunications, water, and wastewater utility matters. The mission of the PSD is to serve all citizens of Vermont through public advocacy, planning, programs, and other actions that meet the public's need for least cost, environmentally sound, efficient, reliable, secure, sustainable, and safe energy, telecommunications, and regulated utility systems in the state for the short and long term. PSD works to advance all Vermonters' quality of life, economy, and security through implementation of our statewide energy and telecommunications goals, using sound statewide energy and telecommunications planning, strong public advocacy of the public good, and through strong consumer protection advocacy for individuals.

The PSD is one of many stakeholders engaged in the update of the Vermont Public Utility Commission’s Interconnection Procedures ([Rule 5.500](#)). Rule 5.500 was last updated in 2006, although a stakeholder process in 2019 led to a [proposed update](#) to the rule. The Public Utility Commission (“PUC”) has since opened an investigation, [Case No. 19-0856-RULE](#), to explore the need for further updates to both the content and structure of the rule. On June 22, 2021, the PUC issued [Requests for Information](#) to stakeholders regarding a number of topics discussed at an April 2021 workshop. Pursuant to [Act 54 of 2021](#), the PUC is required to propose an updated interconnection rule by March 15, 2022.

The PSD is seeking expert assistance in developing its recommendations to the PUC in the update of Rule 5.500, particularly in offering specific revisions to the rule that draw from best practices in recent interconnection rulemakings in other states with very high (and growing) penetrations of distributed energy resources (“DERs”) (e.g., California, Minnesota, Massachusetts). The Department is also interested in offering specific structural recommendations for Vermont’s interconnection standards to ensure uniformity and consistency for resources interconnecting across the state while also enabling adaptability to a rapidly evolving technological and regulatory landscape (e.g., a structure that not require the formal and time-consuming process of rulemaking to evolve). Finally, the Department is interested in exploring and incorporating complementary themes and trends that step beyond the traditional parameters of interconnection standards but that are essential to optimizing DERs for grid and ratepayer benefits (e.g., visibility, communications, and control through, in part, interoperability standards).

The specific areas where the Department is seeking expert assistance – including specific language that can be modified in or added to Vermont’s Rule 5.500 – include:

- Interconnection standards structure
 - Rule vs. tariff structure
 - Method for incorporating evolving technical standards (e.g., IEEE 1547-X, ISO-NE Source Requirements Document, etc.)
 - Statewide consistency vs. flexibility for individual distribution utilities to customize as necessary
- Interactions with Vermont’s net-metering rule (Rule 5.100)

- Coupling /decoupling of processes
- Incorporation of energy storage resources
 - Appropriate review based on size/use case
 - Appropriate review based on storage capabilities/controls
 - Review of storage facilities coupled with generation facilities
 - Non-exporting and limited-exporting, as well as inadvertent export
- Evaluation of collective cluster impacts
 - Mechanisms to address upstream impacts (distribution as well as transmission, technical review and cost allocation)
 - Curtailment strategies
- Evaluation of aggregations
 - Tracking and approval
 - Visibility of dispatch by third parties
- Other
 - Requiring replacement of inverters at end-of-life with smart inverters
 - Requiring periodic updates to inverter settings
 - Cybersecurity protocols
 - Etc.

The PSD and other stakeholders have identified a number of topics that may lead to updates to the interconnection rule or other aspects of the interconnection process. While it is receptive to additional topic areas the contractor may wish to explore, the PSD expects the primary role of the contractor will be to review the 2019 proposed redline, plus existing materials in Case 19-0856-RULE, and propose additional redline edits to Rule 5.100 that address the topic areas above, while applying insights gleaned from other states that have recently addressed these topics in their own states in interconnection rule/standard updates. For that reason, the contractor must be (or their team must include) a licensed professional electrical engineer with interconnection process familiarity. The contractor or contractor team will be expected to work collaboratively with the Department’s engineering and planning divisions and the PUC or other stakeholders as necessary (e.g., in workshop or working group settings). The contractor’s primary role will be drafting, but some presentation (likely possible through remote means) may be required.

II. Scope of Work

Task 1. Review of Materials

The Contractor shall review the current interconnection rule ([Rule 5.500](#)), the [2019 proposed changes to the rule](#), and the materials in the more recent interconnection rulemaking effort, PUC [Case No. 19-0856-RULE](#). The Contractor shall meet with the Department (virtually) at least twice, once before and once after this review, to discuss the materials, scope of review, and paths forward.

Task 2. Stakeholder Outreach

The Contractor shall reach out to affected stakeholders (including distribution utilities and renewable energy developers) to discuss priorities and potential paths forward. The number and scope of these meetings, which can be virtual, will be dependent on needs and resources. These will be determined in consultation with the Department and may include consideration of the PUC's schedule and activities in Case No. 19-0856-RULE, the contractor's identification of topics that need further discussion, and available resources given remaining tasks to be accomplished. The Department will facilitate outreach to stakeholders, including identifying contacts and hosting meetings. It is helpful, though not vital, for the contractor to have access to a widely used virtual meeting platform (e.g., Zoom). The Department is limited to using Microsoft Teams to host virtual meetings directly.

Task 3. Draft Recommendations

This is the most important task. The contractor shall, based on its review of materials in Vermont proceedings, consultation with stakeholders, and knowledge of how other states have addressed emerging interconnection practices, propose redline edits to Vermont Rule 5.500. The proposed edits shall address the questions posed in Case No. 19-0856-RULE, including the following topics:

- Interconnection standards structure
 - Rule vs. tariff structure
 - Method for incorporating evolving technical standards (e.g., IEEE 1547-X, ISO-NE Source Requirements Document, etc.)
 - Statewide consistency vs. flexibility for individual distribution utilities to customize as necessary
- Interactions with Vermont's net-metering rule (Rule 5.100)
 - Coupling /decoupling of processes
- Incorporation of energy storage resources
 - Appropriate review based on size/use case
 - Appropriate review based on storage capabilities/controls
 - Review of storage facilities coupled with generation facilities
 - Review of the load impacts of storage resources
 - Non-exporting and limited-exporting, as well as inadvertent export
- Evaluation of collective cluster impacts
 - Mechanisms to address upstream impacts (distribution as well as transmission, technical review and cost allocation)
 - Curtailment strategies
- Evaluation of aggregations
 - Tracking and approval
 - Visibility of dispatch by third parties
- Other
 - Requiring replacement of inverters at end-of-life with smart inverters
 - Requiring periodic updates to inverter settings
 - Cybersecurity protocols
 - Interoperability minimum requirements

These shall be developed in consultation with the Department and may require up to eight (8) one-hour meetings (virtual) with one or more Department staff. The contractor must also provide annotations or a companion document explaining the proposed edits and recommendations. As part of this task, it is expected the contractor will present on its proposed edits recommendations to the PUC and stakeholders, either as part of Case No. 19-0856-RULE or as a separate effort. The Department also expects that it (and/or the PUC) will solicit feedback on the proposed edits from stakeholders.

Task 4. Finalize Recommendations

The contractor shall consider feedback on the proposed edits and recommendations received from stakeholders and revise the proposed edits and recommendations (as an accompanying narrative) within two weeks of receipt of that feedback. The contractor shall provide the final proposed edits and recommendations as an editable document to the Department for its ongoing work in assisting in updating Vermont’s interconnection rule and related requirements. The contractor should also be prepared to present on the final proposed edits and recommendations to the PUC.

III. Timeline

Bidders shall use the proposed schedule as a basis for responding to how to organize the public events. Respondents should plan for the State contracting process to take 6-8 weeks after bid selection. In the proposal, the bidder shall identify sub-tasks that will achieve the outcome intended through the task. The project timeline should start with coordination and a kick-off meeting with PSD staff and end with delivery of final products on the schedule. This includes a final proposed redline and accompanying narrative to the Department by February 1, 2022.

Task	Proposed Activity Dates
Task 1. Review Materials	October 2021
Task 2. Stakeholder Outreach	November 2021
Task 3. Draft Recommendations	December 2021
Task 4. Finalize Recommendations	January-March 2022

IV. Budgets

Respondents shall clearly outline their proposed budgets by task and sub-task, and for the total public engagement series. This shall include any optional public engagement tools or activities that the Contractor may wish to offer for the Department’s consideration.

Hourly rates by position title (no names of individuals shall be presented) should be clearly identified and shall remain the same for the duration of the contract. For reimbursable travel expenses (e.g., mileage, airfare, lodging, meals) the bidder should include costs as part of their

fixed or hourly rates. In addition, the costs for reimbursable travel expenses should also be explained and broken out in the budget section for determination of reasonableness.

COVID NOTE: Given the uncertainties with COVID-19, and the nature of this project, bidders are not expected to need to travel to complete the required task; virtual meetings and exchange of documents via email should suffice. If travel expenses are included, a rationale should be provided.

The total budget for this public engagement contract shall not exceed \$25,000 with funds provided by the U.S. Department of Energy State Energy Program. The Department reserves the right to award less than this amount or to forgo making an award altogether (see Terms and Conditions). The successful bidder(s) will be required to accept the funding terms provided by the State of Vermont (see Attachment C) and the U.S. Department of Energy State Energy Program (see Attachment D).

V. RFP Response Requirements

All questions regarding this RFP should be directed to Anne Margolis, PSD Planning Division, in writing no later than close of business (4:30PM EDT) on **Date, August 2021**, at the contact information provided below. Responses to questions will be provided by close of business on **Date, July 2021**.

Each proposal submission must include one hard copy with original signatures and one electronic copy (via email as PDF preferred). The hard copy may be submitted after the electronic copy. Proposals should be addressed to:

Anne Margolis, Deputy Director
Vermont Department of Public Service
Planning Division
112 State Street Montpelier, VT 05620-2601
Phone: (802) 828-3058
Email: Anne.Margolis@Vermont.gov

Electronic copies of proposals are due to the Department on August 9, 2021 at 4:30PM ET. The Contractor selection process will be conducted by a Proposal Review Team comprised of Department staff and others as the Department deems prudent. The Team will follow all rules and procedures required under the State of Vermont's acquisition guidelines. Once a Contractor has been selected, the Department will notify all respondents of their status. Successful bidders must be available to begin work immediately following execution of a contract.

The proposal should present a clear understanding of the tasks to be addressed and a description of how the bidders proposed approach will accomplish the public engagement requirements efficiently, effectively, and fairly. The proposal should include the following sections:

1. **Introduction & Summary** – Understanding of the goals and associated issues for updating Vermont PUC Rule 5.500.
2. **Proposed Approach** – Overview of the proposed approach for addressing the topic areas identified above.
3. **Task Descriptions** – Details for each task with description of how the task will be met
4. **Timeline** – Provide an estimate of sub-task deadlines and deliverables needed to complete the public engagement activities
5. **Budget** – Task and total project budget that includes a listing of all staff by function assigned to the project including project manager, and their time allocations and billing rates. Budget proposals must include virtual and in-person cost breakouts. Reimbursable travel costs must be folded into hourly rates, but must also be described to allow for determination of reasonableness.
6. **Qualifications** of individual or firm(s), including management and staff structure; qualification of individuals.
7. Descriptions of similar projects with which the bidder has experience.
8. References, including a short description of the work performed for such references.

Bidder Confidentiality and Access to Public Records: All bidders are hereby notified that all responses and other information disclosed in connection with this RFP become the property of the State and, once the resulting Contract is finalized, may be subject to disclosure under the State's Access to Public Records Law, 1 V.S.A. § 315 et seq.

Accordingly, bidders are instructed to identify any material included in the response that is considered by the bidder to be proprietary or otherwise exempt from public disclosure in the event of a Public Records request, pursuant to 1 V.S.A. § 317(c). In such instances the bidder must include a written explanation for each marked section that would support a reasonable claim of exemption, such as, for example, a description of the proprietary nature of the information and the harm that would occur should the material be disclosed. Additionally, if such material is included in the bid to this RFP the bidder must include a redacted copy of its response to this RFP. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances can the entire response or price information be marked confidential.

GENERAL REQUIREMENTS

The Contractor hired must meet the following General Requirements:

1. Contractor(s) must have experience and demonstrated knowledge of interconnection standards, rules, requirements, and processes, both general and state-specific. Familiarity with Vermont's Rule 5.500 (and 5.100) are preferred but not required; however, the contractor must be comfortable with proposing language that fits within the context of Vermont's Rule 5.500 and must be able to explain the intent and logic of proposed edits. The Contractor must also have general knowledge regarding distributed energy resources and policies, and familiarity with distribution system planning and grid modernization topics.

2. Contractor(s) must have electrical engineering expertise and be able to communicate with both technical and non-technical stakeholders regarding distributed energy resource interconnection practices, models, and emerging trends.
3. Contractor(s) shall provide disclosure if they are currently employed by an entity currently engaged with lobbying, advocating, or organizing for any energy technology, policy, tool, or organization in the State of Vermont. The Department reserves the right to accept or reject bids from bidders whose other engagements may potentially pose a conflict of interest. Bidders may request an advanced determination from the Department prior to submitting a full proposal.
4. Contractor(s) must be available to begin work immediately after the contract is awarded and commit to work completion as soon as possible under a timeline established via the contract.
5. A lead contractor and lead contact person must be identified in joint proposals.

PERFORMANCE

Contractor must agree to the following performance measure language:

1. Relationships – Work well with PSD staff and other stakeholders.
2. Quality – Capacity to understand interconnection standards (Vermont’s and other states’) and translate best practices from other states to Vermont’s Rule 5.500 or related products.
3. Written work (redline rule language, summary of proposed language intent, any ancillary products to address topics outside rule 5.500) is well-written, clear, thorough, and delivered on a timely basis.
4. Timeliness – submits all work in advance of deadlines to allow adequate time for PSD review and production.

In the event the quality of work described above were to deteriorate in any way, a request would be made that the work be resubmitted immediately at no additional charge to the Department. If there were not an immediate improvement in the overall quality of work, the Contractor would no longer be retained by the Department.

SELECTION CRITERIA

The PSD will evaluate the respondents’ proposals according to the criteria listed below. This list is not necessarily provided in order of relative importance.

1. Responsiveness/thoroughness and practicality of the proposed approach to completing the tasks described in this RFP.
2. Experience of key personnel in successfully completing similar projects and ability to provide on-time, in-budget products.
3. The proposal presentation with respects to the following representations / discussions:
 - Clear understanding of requirements in the Scope of Work
 - Technical expertise to provide redline rule language that addresses the topics identified above and incorporates best practices from other states
 - Ability to provide high-quality written reports and organized, accessible information
 - Quantity and quality of work relative to specified budget
5. Past performance of the respondent and any proposed subcontractors.
6. Quality and completeness of the proposal (in terms of coverage, organization, graphics, grammar, spelling, etc.). The quality of the proposal will be considered an indication of the likely appearance of deliverables from the respondent.
7. Price, including consideration of ongoing fees or costs incurred after the project concludes (i.e., related to use of and/or access to proprietary information technologies).

TERMS AND CONDITIONS

1. Respondents must provide an hourly rate for various personnel to be assigned to each task identified in the proposal. While actual hours by task cannot be known with precision in advance, a best estimate should be provided with the proposal. A “not to exceed” budget figure will be established in the Terms and Conditions of the contract with the successful bidder.
2. Ownership of all work products will rest with the Department.
3. Any work products will be delivered to the Department upon termination of the project.
4. Contractors(s) must agree to enter a confidentiality agreement to protect certain customer specific information from public disclosure, as necessary.
5. The PSD reserves the right to amend or cancel this RFP at any time if the best interest of the State requires such action.
6. The PSD reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal if deemed in the best interest of the State.
7. The PSD reserves the right to accept or reject any and all bids, in whole or in part, with or without cause in the best interest of the State and to obtain clarification or additional information.

8. The PSD reserves the right to make purchases outside of the awarded Contracts where it is deemed in the best interest of the State.

9. News releases pertaining to this RFP, contract award, or the Project shall NOT be made without prior written approval from the PSD.

10. Selection of the winning bidder will be made based on the sole opinion of the PSD that the proposal submitted will be the most advantageous for the State.

11. The PSD reserves the right to make a selection without further discussion of proposals received. Therefore, it is important that each proposal be submitted in the most complete and accurate manner possible.

12. The PSD reserves the right to cancel any contract resulting from this RFP, for cause, as will be defined in the Terms and Conditions of the final contract.

13. Contractor agrees to the terms and conditions of Attachment C, which outlines the Standard State Provisions for Contracts and Grants. This contract will be funded with federal dollars. The Contractor also agrees to the terms and conditions of Attachment D: Other Provisions, which outlines Federal requirements under the U.S. Department of Energy State Energy Program. There are no deviations permitted from the Standard State Provisions and Federal terms provided by U.S. DOE.

The PSD assumes no liability in any fashion with respect to this RFP or any matters related thereto. All prospective service providers and their assigns or successors, by their participation in the RFP process, shall indemnify, save and hold the PSD and its employees and agents free and harmless from all suits, causes of action, debts, rights, judgments, claims, demands, accounts, damages, costs, losses and expenses of whatsoever kind in law or equity, known and unknown, foreseen and unforeseen, arising from or out of this RFP and/or any subsequent acts related thereto, including but not limited to the recommendation of a service provider and any action brought by an unsuccessful prospective service provider.

It is imperative that Contractor(s) reveal any connections they or any sub-contractors have to other projects or contracts with the State of Vermont.

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Attachment D: Other Provisions

1. DOE (U.S. Department of Energy) Terms and Conditions Incorporated by reference

The following are incorporated into this contract by reference:

- a. DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- b. National Policy Assurances in effect on date of award at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- c. Applicable program regulations, including 10 CFR Part 420 – State Energy Program at <http://eCFR.gov>.

- 2. Work Product Ownership:** Products of the Contractor's work, including: outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, patents and copyrights become the property of the Contractor. However, Contractor must provide copies of such work to the State of Vermont upon request free of charge. Absent an order to the contrary from a court of competent jurisdiction, certain information will be held as confidential by the Vermont Department of Public Service (PSD) where Contractor has established such information is proprietary in nature and therefore exempt from access to public records requests pursuant to 1 V.S.A. § 317(c)(9).

3. Prior Approval of Press Releases/Credit for Funding:

Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Contractor under this Agreement shall be submitted to the PSD Administrator for approval prior to release. The Contractor will credit funding for the project to the “Vermont Department of Public Service, and U.S. Department of Energy” in any of the aforementioned materials.

4. DOE Special Terms and Conditions

The following requirements, based upon the DOE Terms and Conditions, apply to this grant.

a) Ceilings on Indirect Costs

- i. If actual allowable indirect costs are less than those budgeted and funded under the award, you may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government’s share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, you must refund the difference.
- ii. Subrecipients are expected to manage their indirect costs. PSD will not amend an award solely to provide additional funds for changes in indirect cost rates. PSD recognizes that the inability to obtain full reimbursement for indirect costs means the Subrecipient must absorb the underrecovery. Such underrecovery may be allocated as part of the organization’s required cost matching.

b) Use of Program Income

If the subrecipient earns program income during the project period as a result of this Award, the subrecipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

c) Site Visits and Access

DOE EERE's and PSD's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The subrecipient must provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work. The subrecipient must provide any information, documents, site access, or other assistance requested by DOE or PSD for the purpose of its Federal stewardship or substantial involvement.

d) Publications

The subrecipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- Acknowledgment: "This material is based upon work supported by the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy (EERE) under the State Energy Program Award Number DE-EE0008668, Vermont Department of Public Service."
- Full Legal Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government and Vermont State Government. Neither the United States Government or Vermont State Government, nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or Vermont State Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or Vermont State Government or any agency thereof."

Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government"

Subrecipients should make every effort to include the full Legal Disclaimer. However, in the event that they are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

e) Compliance with Federal, State, and Municipal Law

The subrecipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

f) Lobbying

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. §1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

g) Notice Regarding the Purchase of American-Made Equipment and Products & Domestic Preference for Infrastructure Projects

To the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

As appropriate and to the extent consistent with law, the subrecipients must ensure and document that, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products (items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber) used in the project under this Award must be produced in the United States.

h) Reporting of Total Compensation of Executives

1. The subrecipient shall report the names and total compensation of each of your five most highly compensated executives for your preceding completed fiscal year, if;

i. In the preceding fiscal year, you received;

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>)

2. Where and when to report. You must report executive total compensation described in paragraph h.1. of this award term:

i. To the PSD Administrator.

ii. By the end of the month following the month during which you signed your agreement.

3. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report the total compensation of your five most highly compensated executives.

4. Definitions: For purposes of this award term:

a. Executive means officers, managing partners, or any other employees in management positions.

b. Total compensation means the cash and noncash dollar value earned by the executive during your preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

i) National Environmental Policy Act (NEPA) Requirements

The Vermont Department of Public Service (PSD) must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of federal funds. Based on all information provided by the Subrecipient, PSD has determined the proposed activities fall under the bounded categories categorically excluded, and require no further NEPA review, absent extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with “integral elements” (as contained in 10 C.F.R. Part 1021, Appendix B) as they relate to a particular project. The Subrecipient is thereby authorized to use current Program Year Federal funds for project activities that fall within the Bounded Categories defined below, subject to the conditions listed in the “Conditions” section below and except where such activity is subject to a restriction elsewhere in this Award.

Conditions:

1. The activities must comply with the restrictions set forth in each of the Bounded Categories listed below;

2. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 C.F.R. Part 1021, Appendix B) as they relate to a particular project;

3. The subrecipient must identify and promptly notify the PSD Administrator of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 C.F.R. Part 1021, Appendix B) as they relate to a particular project;

4. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the Award.

Bounded Categories:

1. Administrative activities associated with management of the designated State Energy Office and management of programs and strategies to encourage energy efficiency and renewable energy, including energy audits.

2. Development and implementation of programs and strategies to encourage energy efficiency and renewable energy such as policy development and stakeholder engagement.

3. Development and implementation of training programs.

4. Development and implementation of building codes including inspection services, and associated activities to support code compliance and promote building energy efficiency.

5. Implementation of financial incentive programs including rebates and energy savings performance contracts for existing facilities; grants and loans to support energy efficiency, renewable energy and energy/water saving projects.

All project activities funded under a financial incentive program must be listed within the Bounded Categories in this NEPA determination.

6. Funding commercially available energy or energy/water efficiency or renewable energy upgrades, provided that projects adhere to the requirements of the respective state's DOE executed Historic Preservation Programmatic Agreement, and are installed in existing buildings, and are limited to:

a. Installation of insulation;

b. Installation of energy efficient lighting;

c. HVAC upgrades (to existing systems);

d. Weather sealing;

e. Purchase and installation of energy efficient or energy/water efficient home appliances and equipment (including, but not limited to, energy or water monitoring and control systems, thermostats, furnaces and air conditioners);

f. Retrofit of energy efficient pumps and motors, for such uses as (but not limited to) waste water treatment plants, where it would not alter the capacity, use, mission or operation of an existing facility.

g. Retrofit and replacement of windows and doors; and

h. Installation of Combined Heat and Power System - systems sized appropriately for the buildings in which they are located, not to exceed peak electrical production at 300kW.

7. Development, implementation, and installation of onsite renewable energy technology from renewable resources, provided that projects are installed in or on an existing structure or within the boundaries of a facility and limited to:

a. Solar Electricity/Photovoltaic - appropriately sized system or unit not to exceed 60 kW.

b. Wind Turbine - 20 kW or smaller.

c. Solar Thermal (including solar thermal hot water) - system must be 200,000 BTU per hour or smaller.

d. Ground Source Heat Pump - 5.5 tons of capacity or smaller, horizontal/vertical, ground, closed-loop system.

e. Biomass Thermal - 3 MMBTUs per hour or smaller system with appropriate Best Available Control Technologies (BACT) installed and operated.

8. Installation of fueling pumps and systems for fuels such as compressed natural gas, hydrogen, ethanol and other commercially available biofuels, (but not storage tanks) installed on the site of a current fueling station.

9. Purchase of alternative fuel vehicles.

10. Installation of electric vehicle charging stations installed on existing facilities.

j) Historic Preservation

Subrecipients must adhere to all the Stipulations of the DOE executed historic preservation Programmatic Agreement (PA) with Vermont. All DOE executed PAs are available on the Weatherization and Intergovernmental Programs website:

<https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>.

k) Allowable Costs

DOE EERE determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The subrecipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds and project costs that the subrecipient claims as cost sharing, including in-kind contributions. The subrecipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the subrecipient is required to provide such records to PSD and/or EERE. Such records are subject to audit. Failure to provide adequate supporting documentation may result in a determination that those costs are unallowable.

The subrecipient is required to obtain the prior written approval of the PSD Administrator (which will also be reviewed by a DOE Contracting Officer) for any foreign travel costs.

l) Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

m) Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

n) Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

o) Record Retention

Consistent with 2 CFR 200.333 through 200.337, the subrecipient is required to retain records relating to this Award.

p) System For Award Management And Universal Identifier Requirements

a. Requirement for Registration in the System for Award Management (SAM)

Unless the subrecipient is exempted from this requirement under 2 CFR 25.110, the subrecipient must maintain the currency of its information in SAM until the subrecipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that

the subrecipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

If the subrecipient had an active registration in the CCR, it has an active registration in SAM.

b. Requirement for Data Universal Numbering System (DUNS) Numbers

The subrecipient must provide its DUNS number to the PSD.

c. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

q) Performance Of Work In United States

a. Requirement.

All work performed under this Award must be performed in the United States unless the PSD Administrator provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the subrecipient should make every effort to purchase supplies and equipment within the United States.

b. Failure to Comply.

If the subrecipient fails to comply with the Performance of Work in the United States requirement, the PSD Administrator may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable subrecipient cost share regardless if the work is performed by the subrecipient, vendors or other project partners.

c. Waiver for Work Outside the U.S.

All work performed under this Award must be performed in the United States. However, the PSD Administrator may approve the subrecipient to perform a portion of the work outside the United States under limited circumstances. Subrecipient must obtain a waiver from the PSD Administrator prior to conducting any work outside the U.S. To request a waiver, the subrecipient must submit a written waiver request to the PSD Administrator, which will be reviewed by a DOE Contracting Officer, which includes the following information:

- The rationale for performing the work outside the U.S.;
- A description of the work proposed to be performed outside the U.S.;
- Proposed budget of work to be performed; and
- The countries in which the work is proposed to be performed.

For the rationale, the subrecipient must demonstrate to the satisfaction of the PSD Administrator that the performance of work outside the United States would further the purposes of the FOA that the Award was selected under and is in the economic interests of the United States. The PSD Administrator may require additional information before considering such request.

r) Foreign National Access Under DOE Order 142.3A, “Unclassified Foreign Visits and Assignments Program”

The subrecipient may be required to provide information to DOE in order to satisfy requirements for foreign nationals’ access to DOE sites, information, technologies, equipment, programs or personnel. A foreign national is defined as any person who is not a U.S. citizen by birth or naturalization. If the subrecipients, contractors or vendors anticipates involving foreign nationals in the performance of its award, the subrecipient may be required to provide DOE with specific information about each foreign national to ensure compliance with the requirements for access approval. National laboratory personnel already cleared for site access may be excluded. Access approval for foreign nationals from countries identified on the U.S. Department of State’s list of State Sponsors of Terrorism must receive final approval authority from the Secretary of Energy or the Secretary’s assignee before they commence any work under the award.

s) Reporting Requirements

Requirements:

The reporting requirements for this Award are identified below. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Quarterly Report

The subrecipient must provide a concise narrative assessment of the status of work by the 15th day of the month following each calendar quarter (January 15, April 15, July 15, October 15) and include the following information:

1. Contact and Project information

- a. The DOE Award Number (as it appears on the award face page)
- b. Recipient Name (as it appears on the award face page)
- c. Project Title
- d. Project Director / Principal Investigator (PD/PI) Name, Title and Contact Information (e-mail address and phone number)
- e. Name of Submitting Official, Title, and Contact Information (e-mail address and phone number), if other than PD/PI
- f. Project Period (Start Date, End Date)
- g. Report Submission Date
- h. Reporting Period Start and End Date

2. Project Overview

A written comparison of the actual project accomplishments with the project goals and objectives established for the reporting period; if goals and/or objectives for the reporting period were not met, a detailed description of the variance shall be provided.

3. Accomplishments

A discussion of what was accomplished under these goals and objectives established for this reporting period, including major activities, significant results, major findings or conclusions, key outcomes, or other achievements. This section should not contain any proprietary data or other information not subject to public release. If such information is important to reporting progress, do not include the information, but include a note in the report advising the reader to contact the Principal Investigator or the Project Director for further information.

4. Budgetary Information

A comparison of the approved budget by budget period and the actual costs incurred during the reporting period shall be provided. If cost sharing is required, the cost breakdown shall show the federal share, recipient share, and total costs.

5. Schedule Status

List milestones, anticipated completion dates and actual completion dates. If you submitted a project management plan with your application, you must use this plan to report schedule and budget variances. You may use your own project management system to provide this information.

6. Changes/Problems

Describe any changes during the reporting period in project approach and the reasons for these changes. Remember, significant changes to the project objectives and scope require prior approval by the Contracting Officer. Describe any actual or anticipated problems or delays and any actions taken or planned to resolve them.

7. Participants & Other Collaborating Organizations

Describe any absence or changes of key personnel or changes in consortium/teaming arrangement during the reporting period.

8. Products

List and describe any product produced or technology transfer activities accomplished during this reporting period, such as:

a. Publications, conference papers, and presentations. List peer-reviewed articles or papers that have been submitted for publication in scientific, technical, or professional journals. Include any papers submitted for peer-reviewed publication in the periodically published proceedings of a scientific society, a conference, or the like. A publication in the proceedings of a one-time conference, not part of a series, should be reported under “Books or other non-periodical, one-time publications.” Identify for each publication: Author(s); title; journal; volume; year; page numbers; status of publication (published; accepted, awaiting publication; submitted, under review; other); acknowledgement of federal support (yes/no); legal disclaimer language (yes/no).

Please note: Subrecipient must use the EERE acknowledgement and legal disclaimer language as described in the Special Terms and Conditions (additional information can be found at the EERE Communications Standards website: <https://www.energy.gov/eere/communicationstandards/eere-branded-publications-developed-third-parties>).

a. Website(s) (list the URL) that reflect the results of this project.

b. Networks or collaborations fostered.

c. Technologies or techniques (Identify and Describe).

d. Other products, such as data or databases, physical collections, audio or video, software or NetWare, models, education aid or curricula, instruments, or equipment (Identify and Describe).

Dissemination of Scientific and Technical Information:

Scientific and Technical Information (STI) generated under this Award will be submitted to DOE via the Office of Scientific and Technical Information's Energy Link (E-Link) system. STI submitted under this Award will be disseminated via DOE's OSTI.gov website subject to approved access limitations. Citations for journal articles produced under the Award will appear on the DOE PAGES website.

Restrictions:

Scientific and Technical Information submitted to E-Link must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

Final Report

A final narrative report must be submitted within 60 days of project completion and should follow the same format as the quarterly report but should describe the full project.

DRAFT

**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)