



STANDARD CONTRACT

by and between

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

and

Rural Techs LLC

for

**Network Upgrades & Information
Technology Managed Service Provider**

CVRPC Agreement Number: 2024-2

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Part 1: Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION		
Original <input checked="" type="checkbox"/>		Amendment <input type="checkbox"/> #
Contract Amount: \$115,579.18	Contract Start Date: 01/03/2024	Contract End Date: 01/02/2029
Contractor Name: Rural Techs LLC		
Contractor Physical Address: 85 Riverview Court		
City: St. Albans	State: VT	Zip Code: 05478
Contractor Mailing Address: 85 Riverview Court		
City: St. Albans	State: VT	Zip Code: 05478
Contract Type: Cost Reimbursement <input checked="" type="checkbox"/> Fixed Price <input type="checkbox"/> Other <input type="checkbox"/> (please specify)		
<i>If this action is an amendment, the following is amended:</i> Funding Amount <input type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/> Other <input type="checkbox"/> (please specify)		
SECTION 2 – CONTRACTOR INFORMATION		
Contractor Duns/UEI: E3G1EJVSM4M4		
DUNS/UEI Registered Name (<i>if different than Contractor Name above</i>): Rural Solutions		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions (https://sam.gov/SAM/ Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.) Date: 19 Dec 2023 Initials: bv SAM Expiration Date: N/A		
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment). Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.) Date: 18 Dec 2023 Initials: bv Debarment Expiration Date: N/A		
Risk Assessment completed (Questions for contractor at ..\..\Forms\Risk Assessment Contractor Questions.docx . Staff completes assessment at ..\..\Forms\Risk Assessment Contractor.docx . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.) Date: 27 Dec 2023 Initials: bv		
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx . Print screen must be placed in contract file) Date: 19 Dec 2023 Initials: bv		
IRS Form W9 - Request for Taxpayer Identification Number and Certification (Contractor must complete a Form W-9. Form must be placed in contract file.) Date: 19 Dec 2023 Initials: bv		

Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.)

Date: 27 Dec 2023 Initials: bv

Will the Contractor Charge CVRPC for Taxable Purchases? Yes ☐ No ☐
 [Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.]

Date: 19 Dec 2023 Initials: bv

Contract Total Value exceeds \$250,000? Yes ☐ No ☒
 (Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)

Date: 18 Dec 2023 Initials: bv

SECTION 3 – FUNDING SOURCE

Funding
Type:

☐ Federal

CFDA/ALN #:

Program Title:

☐ State

☐ Municipal

☒ Other Source: CVRPC Administration

SECTION 4 – CONTACT INFORMATION

CVRPC

Project Contact/Coordinator

Name: Brian Voigt

Title: Program Manager

Work Phone: 802-262-1029

Email: voigt@cvregion.com

Finance/Billing

Name: Christian Meyer

Title: Executive Director

Work Phone: 802-229-0389

Email: meyer@cvregion.com

CONTRACTOR

Project Contact/Manager

Name: Thomas Dukeshire

Title: Owner / CEO

Work Phone: 802-551-2403 x1001

Cell Phone (if applicable):

Email: thomas@ruralsolutionsvt.com

Finance/Billing

Name: Thomas Dukeshire

Title: Owner / CEO

Work Phone: 802-551-2403 x1001

Cell Phone (if applicable):

Email: thomas@ruralsolutionsvt.com

Part 2: Contract Agreement

STANDARD CONTRACT FOR SERVICES

1. Parties. This is a contract for services between the Central Vermont Regional Planning Commission (hereafter called "CVRPC") and Rural Techs LLC (doing business as Rural Solutions) with its principal place of business at 85 Riverview Court, St. Albans, VT 05478 (hereafter called "Contractor"). Contractor's form of business organization is a Limited Liability Corporation. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is hardware replacement, transitioning to cloud-based data storage, managed services and general information technology support. Detailed services to be provided by the Contractor are described in Attachment A.

3. Maximum Amount. In consideration of the services to be performed by Contractor, the CVRPC agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$115,579.18.

4. Contract Term. The period of contractor's performance shall begin on January 3, 2024 and end on January 2, 2029.

5. Prior Approvals. Approval by the Executive Director is required for all contracts. If approval by the CVRPC Executive Committee is required, (greater than \$25,000), neither this contract nor any amendment to it is binding until it has been approved by the Committee.

Approval by the Executive Committee X is / . is not required.

6. Amendment. This contract represents the entire contract between the parties. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the CVRPC and Contractor.

7. Cancellation. This contract may be canceled by either party by giving written notice at least 30 days in advance.

8. Attachments. This contract consists of 25 pages including the following attachments incorporated herein:

Attachment A - Scope of Work to be Performed
Attachment B - Payment Provisions and Monitoring & Reporting Requirements
Attachment C - Standard Agreement Provisions (effective 12/15/2017)
Attachment D - Provisions for Federally Funded Agreements (N/A)
Attachment E - Other Provisions (if applicable)

9. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

- 1) Standard Contract
- 2) Attachment E (if applicable)
- 3) Attachment D (not applicable)
- 4) Attachment C (Standard Agreement Provisions)
- 5) Attachment A (Scope of Work to be Performed)
- 6) List other attachments in order of precedence
- 7) Attachment B (Payment Provisions and Monitoring & Reporting Requirements)

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

For the CVRPC:

Signature: _____
Name: Christian Meyer
Title: Executive Director
Date: _____

For the Contractor:

Signature: _____
Name: Thomas Dukeshire
Title: Owner / CEO
Date: _____

Attachment A: Scope of Work

OBJECTIVE

The Contractor will work with the Central Vermont Regional Planning Commission to deprecate the file server, complete network hardware upgrades and serve as the organization's information technology managed service provider. Network upgrades and hardening of devices should lead to improved network security, reduced down time for Central Vermont Regional Planning Commission staff, secure access to data & file resources (from the office and remotely) and increased staff time to focus on their primary programmatic responsibilities.

TASKS TO BE PERFORMED

Task	Deliverable	Due Date
1) Network Hardware Bundle	a) New WatchGuard Firebox T45 w/5 Year Total Security Suite b) New 24 Port PoE Switches (Qty: 2) c) New Wireless Access Points (Qty: 2) d) New Network Cloud Controller e) Rack Mount Kit for WatchGuard f) Patch Cables g) UPS (Battery Backup & Protection) h) PDU (Power Distribution Unit) i) Miscellaneous Hardware / Adapters / Cables j) Order, Prep & Configure All Hardware k) Define & Document Secure Networking Structure l) Onsite Wiring Work (running new drops) m) Onsite Network Installation Work n) Reconfigure Static IP Devices o) Support & Final Documentation	14 February 2024
2) Microsoft 365 Project Work	a) Secure Microsoft 365 Environment: email, file storage & productivity	15 March 2024

	<ul style="list-style-type: none"> b) Update licensing & configure email security c) Add centralvtplanning.org to Microsoft 365 and reconfigure to match web branding d) Assist with creation of shared spaces for cloud-based collaboration and assist with file migration e) Coordinate Office application upgrades to "Apps for Business" f) Provide technical & client documentation 	
3) Proactive Managed Services – Remote Workstation Support	<p>This service is delivered by the Rural Solutions Team. It would be for incidents/problems that require a live resource. Our goal will be to minimize the use of this service with quality tech, user education and proactive efforts. Includes Windows-based support & security software.</p> <p>Details / examples (proactive): Microsoft updates, 3rd party updates (Chrome, Adobe, Zoom, etc.), computer updates, warranty tracking, performance / health monitoring, endpoint security management and monitoring.</p> <p>Details / examples (issues): computer / hardware issue, printer issue, application/software issue, account / login issue and connectivity issue.</p>	On-going (proactive services) & as needed (issue resolution)
4) Proactive Managed Services – Remote Server Support	<p>This service is delivered by the Rural Solutions Team. Any issues detected would be acted on remotely as part of the service. Includes Windows-based support & security software. Onsite dispatch is subject to billing.</p> <p>Details / examples: all change management (policy / account / IP address changes), validate & respond to system / performance / network alerts, technical remediation of server</p>	On-going (proactive services) & as needed (issue resolution)

	or network issues, routine system updates, documentation of issue(s) and resolution.	
5) Proactive Managed Services – Firewall Management & Monitoring Support	<p>This service is delivered by the Rural Solutions Team. Any issues detected would be acted on remotely as part of the service. Includes management of network switches and wireless access points. Onsite dispatch is subject to billing.</p> <p>Details / examples: all change management (policy / account / IP address changes / WiFi update / changes), validate & respond to system/performance/network alerts, technical remediation of server or network issues, routine system updates, license tracking, monthly security / penetration test, documentation / diagram management.</p>	On-going (proactive services) & as needed (issue resolution)
6) Proactive Managed Services – Microsoft 365 Server Support & Management + Monitoring w/Education	<p>This service is delivered by the Rural Solutions Team. Any issues detected would be acted on remotely as part of the service. Microsoft 365 education portal included. Software/licensing is not included. Onsite dispatch is subject to billing.</p> <p>Details / examples: all change management (add / remove users, email policies, shared resources), validate & respond to system / performance / network alerts, technical remediation of issues, routine system checks, documentation / diagram management.</p>	On-going (proactive services) & as needed (issue resolution)
7) Proactive Managed Services – Datto SaaS Protection - Microsoft 365	<ul style="list-style-type: none"> • Automated Continuous Cloud-based Backups • Point-in-time Restore & Export • Secure & Compliant 	On-going (proactive services) & as needed (issue resolution)

Attachment B: Payment Provisions + Monitoring & Reporting Requirements

PAYMENT PROVISIONS

The Contract Amount included in Part 1 – Section 1 of this Agreement is not a guarantee that amount will be paid. The Contractor will be paid for products and services actually delivered or performed, as specified in Attachment A, up to the Contract Amount included in Part 1 – Section 1 of this Agreement.

The Contractor shall provide the services listed in Attachment A to the Central Vermont Regional Planning Commission at the rates listed in the table below. These rates were detailed by the Contractor in their response to the Request for Proposals. The Central Vermont Regional Planning Commission agrees to compensate the Contractor for goods acquired and services rendered as defined in the Scope of Work, provided such services are within the scope of the agreement and are authorized under the terms and conditions of this contract.

Payment. This Agreement includes both fixed price and time and materials based tasks. The table below establishes the allowable expenses for each of the deliverables.

Deliverable	Fixed-Cost	Actual-Cost
1) Network Hardware Bundle – Fixed Cost a) New WatchGuard Firebox T45 w/5 Year Total Security Suite b) New 24 Port PoE Switches (Qty: 2) c) New Wireless Access Points (Qty: 2) d) New Network Cloud Controller e) Rack Mount Kit for WatchGuard f) Patch Cables g) UPS (Battery Backup & Protection)	\$6,613.18	\$6,000.00

h) PDU (Power Distribution Unit) i) Miscellaneous Hardware / Adapters / Cables 1) Network Hardware Bundle – Time & Materials Cost (40 hours labor @ \$150 / hr) a) Order, Prep & Configure All Hardware b) Define & Document Secure Networking Structure c) Onsite Wiring Work (running new drops) d) Onsite Network Installation Work e) Reconfigure Static IP Devices f) Support & Final Documentation		
Sub-total (one-time expense)	\$12,613.18	
2) Microsoft 365 Project Work (40 hours labor @ \$150 / hr) a) Secure Microsoft 365 Environment: email, file storage & productivity b) Update licensing & configure email security c) Add centralvtplanning.org to Microsoft 365 and reconfigure to match web branding d) Assist with creation of shared spaces for cloud-based collaboration and assist with file migration e) Coordinate Office application upgrades to "Apps for Business" f) Provide technical & client documentation		\$6,000.00
Sub-total (one-time expense)	\$6,000.00	
3) Proactive Managed Services – Remote Workstation Support (12 computers @ \$75 / computer)		\$900.00
Sub-total (monthly expense)	\$900.00	
4) Proactive Managed Services – Remote Server Support (expense removed from monthly invoice once server is deprecated)		\$150.00
Sub-total (monthly expense)	\$150.00	

5) Proactive Managed Services – Firewall Management & Monitoring Support (1 @ \$150 / month)		\$150.00
Sub-total (monthly expense)	\$150.00	
6) Proactive Managed Services – Microsoft 365 Server Support & Management + Monitoring w/Education (1 @ \$150 / month)		\$150.00
Sub-total (monthly expense)	\$150.00	
7) Proactive Managed Services – Datto SaaS Protection - Microsoft 365 (12 computers @ \$3 / computer)		\$36.00
Sub-total (monthly expense)	\$36.00	
Total one-time expenses	\$18,613.18	
Total monthly expenses	\$1,386.00	

The Central Vermont Regional Planning Commission shall pay, or cause to be paid, to the Contractor progress payments as defined above. Requests for payment shall be accompanied by progress reports and be made directly to the Central Vermont Regional Planning Commission for all work.

The Central Vermont Regional Planning Commission shall pay for all approved services, expenses and materials accomplished or used during the period of this Agreement, and only that effort will be included on invoices under this Agreement. Invoices for costs should be itemized in accordance with the payment provisions described in the table above.

The Contractor shall immediately notify the Central Vermont Regional Planning Commission if costs for the performance of any task exceeds, or is expected to exceed, the written estimate. In the case of a cost reimbursement agreement, the Contractor will supply a new estimate for Central Vermont Regional Planning Commission approval. The Central Vermont Regional Planning Commission is not obligated to authorize additional expenditures. The Contractor will not be reimbursed for any services or expenses which have not been previously approved by the Central Vermont Regional Planning Commission.

Sub-contractor rates shall be consistent with those provided in Contractor's Scope of Work. Markups for sub-contractors will not exceed 10%. Markups for equipment, regular site costs (such as utilities) and primary Contractor services (such as telephone calls, copying, mailing costs, meals, lodging) are not allowed under this Agreement.

Invoicing. The Contractor shall submit invoices to the Central Vermont Regional Planning Commission as noted above. Charges will be separated by task as designated by the Central Vermont Regional Planning Commission in the bid documents and shall include the estimated task amount and total charges billed by task to date. If Contractor is working under more than one Agreement with the Central Vermont Regional Planning Commission, Contractor shall invoice each Agreement separately. Progress reports shall accompany all invoices and shall describe work completed during the invoice period.

All invoices shall be sent to: Brian Voigt, Program Manager, voigt@cvregion.com.

The Central Vermont Regional Planning Commission will seek to make payments within forty-five (45) days of receipt of an invoice from the Contractor. If the work described in any invoice has not been completed to the satisfaction of the Central Vermont Regional Planning Commission, as determined by the project manager, the Central Vermont Regional Planning Commission reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges. The final payment will be paid upon final project completion and acceptance by the Central Vermont Regional Planning Commission.

MONITORING REQUIREMENTS

Monitoring is **REQUIRED** under this Agreement. Monitoring will include:

- Monitoring of pass through requirements.

- Comparison of actual accomplishments to Agreement deliverables.
- Reasons why deliverables were not met by the proposed deadline.
- Significant developments.

REPORTING REQUIREMENTS

Reporting is **REQUIRED** under this Agreement.

- Monthly Technology Reports submitted with invoices.
- Quarterly Technology Business Review w/Reports & Roadmap.
- Significant developments as soon as possible after they occur.
- Other reports as may be required by the funding agency.

Monthly Technology Reports. Accompanying each invoice will be a succinct and specific report on the progress that has been achieved on the Contractor's Scope of Work with regard to milestones, deliverables, and schedule, and in relation to the expenditures the Contractor is invoicing for reimbursement.

Quarterly Technology Business Review. A scheduled in-person or remote meeting. An opportunity for both the CVRPC and CONTRACTOR to connect on operations, strategy, and recent results. The CONTRACTOR will come with reports, suggestions, and questions with the intention of staying connected with your organization. CVRPC will come with feedback, requests, and news about the organization.

Significant Development Report. The Contractor must report the following events by e-mail to the Central Vermont Regional Planning Commission's Project Manager as soon as possible after they occur:

- 1) Developments that have a significant favorable impact on the project.
- 2) Problems, delays, or adverse conditions which materially impair the Contractor's ability to meet the

objectives of the award.

Other Reports. The Central Vermont Regional Planning Commission's funding agency may request or require other reports during the Agreement period. If the Central Vermont Regional Planning Commission requires Contractor's assistance to complete this reporting, Contractor shall provide the necessary information requested by the Central Vermont Regional Planning Commission. It is imperative that the Contractor supply the Central Vermont Regional Planning Commission with the necessary information so that the Central Vermont Regional Planning Commission can produce these reports in a timely manner.

Periodic reports, certified by an authorized agent of the Contractor, shall be submitted as required. Failure to submit timely, accurate, and fully executed reports shall constitute an "Event of Default" and will result in a mandate to return the funds already disbursed under this agreement, and/or the withholding of current and future payments under this Agreement until the reporting irregularities are resolved to the Central Vermont Regional Planning Commission's satisfaction.

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)