

# State Historic Preservation Grants 2022 Grant Administration Manual

The following information is for applicants who receive a 2022 Historic Preservation Grant award (“Grantees”). It provides details about administration of your grant and outlines important requirements and deadlines that must be met. The person managing the grant should contact the Vermont Division for Historic Preservation (VDHP) to discuss the details of the grant program and to determine what plans and/or specifications will be necessary for the project. It is important that Grantees stay in touch with the VDHP throughout the grant process, especially if any deadlines cannot be met. Please keep this Manual for the duration of your grant period as it includes instructions on closing out your grant.

All correspondence regarding Historic Preservation grants, should be directed to:

*Caitlin Corkins*  
*Tax Credits & Grants Coordinator*  
802-828-3047 [caitlin.corkins@vermont.gov](mailto:caitlin.corkins@vermont.gov)

*Vermont Division for Historic Preservation*  
*One National Life Drive*  
*Davis Building, 6<sup>th</sup> Floor*  
*Montpelier, VT 05620*

**Please note, due to the ongoing pandemic, Caitlin is teleworking and has limited access to physical mail. To the greatest extent possible, please contact Caitlin by phone and email and submit any required documentation digitally.**

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## Step 1: Grant Acknowledgement

Upon receipt of your awards package, you must return the following paperwork (A-C) described below. Digital submissions are encouraged but hard copies will also be accepted.

- A. You must read, sign, and return the *2022 Historic Preservation Grant Award Conditions and Acknowledgement Form*. By initialing and signing this form you agree to meet all the outlined award conditions. This form is NOT the same thing as your Grant Agreement. Absolutely **NO WORK** can be conducted on your project until you receive a final Grant Agreement contract signed by you and the State (see Step 5 below).
- B. Grantees must also submit an owner *Certificate of Insurance*. This Certificate must provide proof of current and property and liability coverage on the grant-funded property as follows:

General Liability and Property Damage: With respect to all operations performed under the contract, your organization and each of your contractors must 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 Per Occurrence

\$1,000,000 General Aggregate

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

\$ 50,000 Fire/Legal/Liability

*The State of Vermont and its officers and employees shall be included as additional insureds for liability arising out of the Project for the term of the project.*

- C. Finally, you must complete, sign, and return the attached w-9 Form to VDHP. Please note we cannot accept w-9 forms with digital signatures but scanned copies with a physical signature are encouraged. This form must be filled completely and correctly and is used by the State to create a vendor account so you can be issued a grant payment at the close-out of your grant.

**Deadline to return Grant Acknowledgement: Friday, February 4, 2022**

## Step 2: Scope of Work

Before a project starts you must submit your proposed project description and request for proposal (RFP) or "Scope of Work" to VDHP. The scope of work will define the work to be performed as part of your grant and the methods and materials to be used. At minimum, it must include the project work proposed in your grant application. VDHP will review this language to ensure the project meets the Secretary of the Interior's *Standards for Rehabilitation* and to ensure the proposed work is the same as the work described in the original grant application. Generally, the more detailed the scope of work or RFP, the better. By outlining specific materials and methods to be used, you will be able to better compare pricing and will ensure work is completed to preservation standards.

**Deadline to return Scope of Work: Friday, March 4, 2022**

### Step 3: Finding a Contractor (Procurement Process)

Grantees must follow specific procurement procedures in selecting a contractor to do the work for a grant-funded project. To ensure State funds are used in an open and competitive selection process, you are required to solicit bids from at least three qualified firms/contractors. In some cases, where multiple components of a project will require separate specialized contractors, the Grantee is required to solicit at least three bids for EACH project component. You are only required to solicit at least three bids and are not required to obtain three bids.

Bids must include, at a minimum, the VDHP-approved Scope of Work, and the total project cost. Generally, the lowest qualified bid is accepted. However, a grantee is free to choose any qualified contractor provided an explanation for the choice is provided to VDHP. All bids and specifications submitted to VDHP will remain confidential until the completion of a grant project.

When soliciting bids from qualified firms, you must inform all prospective bidders that:

- All Project work must be consistent with the VDHP-approved Scope of Work.
- All Project work must comply with the Secretary of the Interior's *Standards for Rehabilitation*.
- The proposal must reflect a historic preservation approach to the Project.
- Traditional materials should be repaired or replaced in kind with materials that match the original and are joined in the same way.

Please note: In some cases, a Grantee may have completed this step at the time of application. Contact VDHP if you have questions about whether you need to complete this step. Once received, the Grantee must submit results of the bid process to VDHP for review.

**Deadline to return Contractor bids: Friday May 27, 2022**

### Step 4: Contractor Insurance

Before work on a project begins, you must submit copies of Certificates of Insurance for all contractors performing work on the project to VDHP, showing coverage of the types and limits required, as detailed below.

It is your organization's responsibility to maintain current contractor Certificates of Insurance on file with the State throughout the term of any Grant Agreement contract that you are offered. No warranty is made that the coverages and limits listed herein are adequate to cover and protect your interests. These are solely minimums that have been established to protect the interests of the State.

**Workers Compensation:** With respect to all operations performed, each of your contractors must carry workers' compensation insurance in accordance with the laws of the State of Vermont.

*Please note: Contractors who are sole proprietors (have no employees) may waive Worker's Compensation. Insurance certificates must make note of this, or they will not be accepted.*

**General Liability and Property Damage:** With respect to all operations performed under the contract, your organization and each of your contractors must 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 Per Occurrence  
\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$ 50,000 Fire/Legal/Liability

Automotive Liability: Your organization and each of your contractors must carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Project. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Please advise insurance agents that the Certificate of Insurance (both property and automotive) MUST note that the State of Vermont, its officers, and employees are included as Additional Insureds for liability arising out of the Project. This language usually must be specifically added to your contractor's policy. Please confirm this requirement has been met and is indicated on the certificate before sending it to VDHP.

The coverage period noted on each Certificate of Insurance must cover the timeframe when the actual work will be undertaken and/or be updated to cover the full period of the project.

**Deadline to return Contractor insurance certificate(s): Friday May 27, 2022**

## Step 5: Grant Agreement

The Grant Agreement is prepared by VDHP staff. It is essentially a contract for the Grantee to perform the work as approved and to abide by the stated requirements of the grant program. In return, the VDHP agrees to make a grant payment by check to the Grantee when the project is complete, and all requirements of the Grant Agreement are met.

In general, the requirements of the Grant Agreement state that the Grantee's contractor will perform the work according to the approved bid and the Grant Agreement, complete the project by the deadline, provide financial documentation, and maintain the property for five years from the date of execution of the Grant Agreement.

Please note: Grantees are responsible for obtaining any required local or state permits.

Under **NO CIRCUMSTANCES** may project work begin before a grant agreement is signed by the Grantee and the State of Vermont. Starting work on a project without a fully executed grant agreement may result in the grant being rescinded.

**Please note: Your Grant Award and Acknowledgement Form (Step 1) is NOT the Grant Agreement.**

Involvement in the planning stages of a project allows VDHP to provide design and technical input and to assist Grantees as they work to preserve the historic features of the project building as well as to meet contemporary needs. To ensure the ongoing architectural integrity of the building, the Grantee must also advise VDHP of any proposed alterations, additions, or major rehabilitation projects on the building for a period of five years after receipt of a grant.

**Deadline to complete Grant Agreement: Thursday, June 30, 2022**

## Step 6: Grant Amendments

While a Grant Project is underway, unforeseen circumstances may necessitate an Amendment to the Grant Agreement. These Amendments may involve a change in the scope of work to be performed or grant deadline. The person managing the grant should promptly contact VDHP to discuss any issues which may require an Amendment to the Grant Agreement. Extensions will not be automatically given, and grant recipients are urged to contact VDHP as soon as any issues arrive that may impact a grant project.

## Step 7: Reimbursement Process (Close-out)

The Grantee will be sent a reimbursement check when the project work is complete, and all the requirements of the Grant Agreement are met to the complete satisfaction of VDHP. Total grant payment will be equal to 50% of the total project cost, or the full amount of the grant award, whichever is less. Generally, a check will be issued approximately 10-15 days after final VDHP approval. Grantees should be prepared to handle cash flow needs throughout the course of the project. In some instances, this may require the use of a short-term bank loan or other source of money with which to pay a contractor prior to grant reimbursement. Please note, at the end of each fiscal year (June 30) the State is unable to process payments during a four-week “roll-over” period between approximately June 15 and July 15.

Upon completion of the Grant Project, Grantees are required to submit the following materials. All items may be submitted electronically via email to [caitlin.corkins@vermont.gov](mailto:caitlin.corkins@vermont.gov) or in hard copy form to the address listed on page 1 of this document.

- **ACCOUNTING REPORT FORM FOR REIMBURSEMENT:** The Grantee must submit documentation on the project’s total cost. All costs should be recorded on the Accounting Report Form. A copy of this form is provided at the end of this Grant Manual.
- **PROJECT INVOICES:** The Grantee must provide VDHP with copies of all supporting invoices with corresponding payments listed on the Accounting Report Form.
- **CANCELLED CHECKS:** The Grantee must provide VDHP with copies of all supporting cancelled checks with corresponding payments listed on the Accounting Report Form. Be sure to send copies of the front and back of each check so VDHP can verify that the check has been paid by the bank. While few banks return physical checks, images of canceled checks are available with online banking or upon request from the bank.
- **PHOTOGRAPHS:** Photographs documenting the completed work must be submitted before payment can be processed. Photos documenting the project while in progress are also welcome. Grantees may submit images via email to [caitlin.corkins@vermont.gov](mailto:caitlin.corkins@vermont.gov) or on a CD or thumb drive and should be submitted in the .jpeg format.

**Deadline to complete Grant Project and request Reimbursement: December 31, 2023**

## Step 8: Ongoing Obligations

Grantees shall assume the cost of continued maintenance and repair of the property for which grant funds were provided to preserve its historic integrity, including its location, design, setting, materials, workmanship, feeling, and association for a period of five years from the date completion of a Grant Project to protect and enhance those qualities that made the property eligible for listing in the National Register of Historic Places. Completion of a grant project shall not prohibit the Grantee from seeking additional financial assistance from any source available to the Grantee.

Further, Grantees must consult in writing with the State and receive prior approval of any exterior or interior alterations, additions, or major rehabilitation projects relating to the property for a period of five years from the date of completion of a Grant Project. The State’s approval will not be unreasonably withheld. Ordinary and necessary repairs and maintenance not materially affecting the property shall not be considered as alterations. See Appendix II on page 8 for all Standard State Provisions for Grants and Contracts.

## APPENDIX II

### The Secretary of the Interior's *Standards for Rehabilitation*

The Secretary of the Interior's Standards for Rehabilitation are ten basic principles created to help preserve the distinctive character of a historic building and its site, while allowing for reasonable chance to meet new needs.

The Standards (36 CFR Part 67) apply to historic buildings of all periods, styles, types, materials, and sizes. They apply to both the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment as well as attached, adjacent, or related new construction.

The Standards are applied to projects in a reasonable manner, taking into consideration economic and technical feasibility.

A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

### APPENDIX III: STANDARD STATE PROVISIONS FOR CONTRACTS & GRANTS REVISED JULY 1, 2016

**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.

**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.

**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 the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**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.

**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.

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

**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. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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 in the event that 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.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in

connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

**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 the 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.

**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 the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

**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.

**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.

**Federal Requirements Pertaining to Grants and Subrecipient Agreements:**

**Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, 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.

**Internal Controls:** In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, 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).

**Mandatory Disclosures:** In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR 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.

**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.

**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.

**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.

**Taxes Due to the State:**

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.

Party certifies under the pains and penalties of perjury that, as of the date the 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.

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.

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.

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.

Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she: is not under any obligation to pay child support; or is under such an obligation and is in good standing with respect to that obligation; or 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.

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 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 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

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.

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.

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>

**Certification Regarding Use of State Funds:** In the case that 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.

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

**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.

**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.

**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.

**Termination:** In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

**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.

**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.

**No Implied Waiver of Remedies:** A 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.

**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.

**30 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.

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.

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 continental United States, except with the express written permission of the State.

(End of Standard Provisions)

