

Request for Proposals
For a
Scoping Study
For the
Scribner Bridge
In the Town of Johnson, VT



It is the policy of the Lamoille County Planning Commission (LCPC) to uphold and assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related federal and state statutes and regulations. Title VI prohibits discrimination in federally assisted programs and requires that no person in the United States of America shall, on the grounds of race, color, national origin, gender, age, or mental or physical disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance.

Date issued: March 31st, 2023

Questions to LCPC due by: April 14th, 2023 at 5:00 pm

Responses to Questions: April 19th, 2023

Proposal deadline: April 28th, 2023, at 5:00 pm

Date of Selection: May 5th, 2023

Contact: Salvador Morales, Lamoille County Planning Commission

Send Proposals to: Salvador Morales, salvador@lcpcvt.org

Proposals must be clearly marked, and delivered via email to: Salvador Morales, Planner with the Lamoille County Planning Commission, at salvador@lcpcvt.org. Hard copy submissions will not be accepted. Proposals will receive confirmation of receipt via email. All questions should be sent to Salvador Morales (salvador@lcpcvt.org) by April 14th, 2023 at 5:00 pm. All questions will be answered and posted to the LCPC website (www.lcpcvt.org) by April 19th, 2023.

I. Introduction

On behalf of the Town of Johnson, Lamoille County Planning Commission is requesting proposal submittals for a scoping study that identify options for preserving/rehabilitating the wooden bridge structure and to improve flood resiliency of the nearby road, and thereby minimizing future storm damage to the bridge.

The Scribner Covered Bridge was designated as a historical place in 1974. It is one of a dwindling number of covered bridges still standing in Vermont. While limited to height and weight restrictions, many local and county residents utilize this route as an alternative to VT100C. Its historical significance has also led to becoming a tourism attraction in Johnson and Lamoille County. The bridge was damaged by the 2019 Halloween Storm and has led to it being closed from November 1, 2019, until recently. The Scribner Covered Bridge is a focal point of tourists and is an important part of the road network for the local community. Planning steps were initiated by the Town of Johnson: a preliminary engineering study for the low water crossing near the bridge (funded by VTANR in 2013). The low water crossing would minimize damage to the transportation network and was the preferred alternative at that time. This scoping study will allow for better understanding of the current extent of the damage to the bridge and adjacent roadway. This will allow for us to determine the preferred alternative that conforms to VTrans/FHWA standards for a scoping study. The town will be presented the best alternatives and design possibilities for the historic Scribner Covered Bridge and adjacent roadway.

The purpose of this scoping study project is twofold: to identify options for preserving/rehabilitating the wooden structure, and to identify the preferred alternative for minimizing future storm damages to the bridge and adjacent roadway.

II. Scope of Work

The LCPC is assisting the Town of Johnson in retaining the services of a qualified engineering team with experience in preserving/rehabilitating historic wood bridges to complete the scope of work outlined below. All materials and documents, whether preliminary or final, provided in the Scope of Work shall become the property of the Town of Johnson. This project is funded in part by the Federal Highway Administration and the Town of Johnson, through the Vermont Agency of Transportation (VTrans).

All work will be accomplished in accordance with the following:

- MAS Guidebook for Municipally Managed Projects (found on the VTrans MAS website <https://vtrans.vermont.gov/highway/local-projects>)
- MAS Scoping Process flow chart (found on the VTrans MAS website)
- Specifications for Contractor Services (found on the VTrans MAS website)

Minimal meeting requirements (Up to six (6) meetings)

- Kick-off meeting to clarify the project's scope and expectations
- Local Concerns meeting to receive public and municipal input
- Up to two meetings to evaluate progress
- Alternatives Presentation to identify up to three (3) feasible alternatives and obtain feedback from the Selectboard and public
- Final Report presentation

Task 1 – Compile/Review and Document Existing Information

- Existing site conditions, including but not limited to: Town Right of Way, all highway and utility infrastructure, stormwater and drainage conditions, natural resources, etc.
- Land use context in project area
- Studies/reports
- Develop a Project Purpose and Need Statement

Task 2 – Develop Conceptual Alternatives (based on local concerns meeting)

- At least three (3) alternatives according to VTrans and FHWA scoping studies
- Consultant will develop typical site plans, sections, and profiles for each alternative
- Drawings shall identify:
 - Town Right-of-Way (ROW)
 - Existing utilities
 - Natural and Cultural resources constraints
- Consultant will identify permitting requirements and potential conflicts of each alternative with the previous bullet points
- Develop preliminary cost estimates for each alternative, including further planning, design, and construction as needed
- Identify anticipated maintenance needs of proposed project, to be discussed in written report

Task 3 – Draft Report (for alternatives presentation meeting)

Task 4 - Final Report (for final report presentation meeting)

Proposals

Consultants must follow the instructions contained in this RFP in preparing and submitting their Proposals. ***Failure to follow instructions may automatically lead to the proposal not being reviewed.*** All Proposals submitted shall include the following information:

Technical Proposal:

1. A cover letter expressing the firm's interest in working with the Town/City including identification of the principal individuals that will provide the requested services.
2. A description of the general approach to be taken toward completion of the project, an explanation of any variances to the proposed scope of work as outlined in the RFP, and any insights into the project gained as a result of developing the proposal.
3. A scope of work that includes detailed steps to be taken, including any products or deliverables resulting from each task.

4. A summary of estimated labor hours by task that clearly identifies the project team members and the number of hours performed by each team member by task.
5. A proposed schedule that indicates project milestones and overall time for completion.
6. A list of individuals that will be committed to this project and their professional qualifications. The names and qualifications of any sub-consultants shall be included in this list.
7. Demonstration of success on similar projects (no more than 3), including a brief project description and a contact name and address for reference.

Please note that Items 1 – 5 should be limited to no more than 10 pages. Items 6 & 7 are not included in this total.

Cost Proposal:

A cost proposal consisting of a schedule by task of direct labor hours, direct labor cost, overhead rate, and total fee for the project. If the use of sub-consultants is proposed, a separate schedule must be provided for each.

Certifications and Proof of Insurance

- 1) Signed Certificates of Non-Collusion, Debarment, and Tax Compliance, and Declaration of MBE/WBE participation (see Attachments A, B, and C).
- 2) Proof of insurance coverage for the minimums outlined in Attachment E, Paragraph 8.

SUBMISSION REQUIREMENTS

An electronic version in PDF format of the Proposal shall be submitted by 5:00 pm April 28th, 2023, via email to salvador@lpcvt.org. *Proposals received after deadline will not be considered. Hard copy submissions will not be accepted.*

All questions pertaining to the RFP should be submitted to Salvador Morales, Lamoille County Planning Commission, by e-mail (salvador@lpcvt.org), no later than 5:00 pm April 14th, 2023. Responses to all questions will be posted at www.lpcvt.org on April 19th, 2023.

Upon submission, all proposals become the property of the Town of Johnson, LCPC, and State of Vermont. The expense of preparing, submitting, and presenting a proposal is the sole responsibility of the responding consultant. *The Town of Johnson retains the right to reject any and all proposals received, or to cancel in part or in its entirety this RFP if it is in the best interest of the Town of Johnson. This solicitation in no way obligates the Town of Johnson to award a contract.*

PROPOSAL EVALUATION

Evaluation of the Proposals will consider the following weighted criteria:

- 1) Qualifications of the firm and the personnel to be assigned to this project. (15%)
- 2) Experience of the consultant personnel working together as a team to complete similar projects. (15%)
- 3) Demonstration of overall project understanding and insights into local conditions and potential issues. (30%)

- 4) Clarity of the proposal and creativity/thoroughness in addressing the scope of work. (30%)
- 5) Submission of a complete proposal with all elements required by the RFP (10%)

Failure to include any of the information specified in this RFP may automatically lead to the proposal not being reviewed. Attachments other than requested above will not be considered as part of the evaluation process.

AWARD OF CONTRACT AND CONTRACT NEGOTIATION

The Project Scope, budget, and timeline schedule included in the selected proposal will be included in the contract documents. This scope and schedule shall be consistent with the requirements of this RFP and is subject to approval by the LCPC and the Town of Johnson.

CONTRACTING PROVISIONS

This will be a "firm fixed-price" contract to cover the performance of all-eligible services, expenses, and materials. Payment will be made at the conclusion of the work and acceptance of final deliverables. Progress payments may also be considered and approved.

This work is being funded through the *VTrans Transportation Alternatives Grant*, therefore all consultants and sub-consultants must comply with all applicable laws, statutes, ordinances, rules, regulations, and/or requirements of federal, state, and local governments and agencies thereof, which relate to or in any manner affect the performance of this agreement. All consultants, and any sub-consultants, must comply with the Standard State Provisions for Contracts and Grants found in Attachment D.

All consultants, and any sub-consultants, must comply with all pertinent federal, state, and local laws, must carry adequate insurance coverage (**not less than \$1,000,000-per occurrence; \$1,000,000 - General Aggregate; \$2,000,000 - Products/Completed Operations Aggregate; and \$50,000 - Fire Legal Liability; and \$1,000,000 Automotive, including hired and non-owned coverage, combined single limit**) and must affirm being an equal opportunity employer. It is further stated that it is the policy of the State of Vermont that Disadvantaged Business Enterprises (DBE) have the opportunity to participate to the maximum extent feasible in procurement and contracting. Consultant(s) shall further certify that it will comply with the provisions of the Americans with Disabilities Act.

The Lamoille County Planning Commission, is in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Town of Johnson and LCPC are Equal Opportunity Employers

ATTACHMENT A
CERTIFICATE OF NON-COLLUSION AND DEBARMENT

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I further depose and certify under the penalties of perjury under the laws of the State of Vermont and the United States that except as noted below said individual, partnership or corporation or any person associated therewith in any capacity is not currently, and has not been within the past three (3) years, suspended, debarred, voluntarily excluded or determined ineligible by any Federal or State Agency; does not have a proposed suspension, debarment, voluntary exclusion or ineligibility determination pending; and has not been indicted, convicted, or had a civil judgement rendered against (it, him, her, them) by a court having jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Signature

_____/_____/_____
Date

Printed Name of Person Signing Proposal

Name of Business

ATTACHMENT C
MBE/WBE PARTICIPATION

It is the policy of the State of Vermont that Disadvantaged Business Enterprises (DBE) have the opportunity to participate to the maximum extent feasible in procurement and contracting. The State of Vermont has set a goal of achieving at least ten percent (10%) participation by DBE firms in the dollar value of contracts awarded.

Please indicate whether you or a specified subcontractor are an MBE or WBE by checking one of the following:

Yes, I am a certified MBE or WBE

Yes, a subcontractor is a certified MBE or WBE.

The subcontractor's name is _____

No, I am not an MBE or WBE.

Company Name: _____
(Print your company name here)

By: _____
(Name of person certifying MBE/WBE status)

Date: _____

**ATTACHMENT D: 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)