

VERMONT GENERAL ASSEMBLY REQUEST FOR PROPOSAL
FOR
DESIGN AND ENGINEERING OF A
STAND-ALONE PUBLIC ADDRESS SYSTEM

Date Issued: **7/12/2019** Proposals Due: **8/16/2019**

For information, contact: **Janet Miller** (JMiller@leg.state.vt.us) 802-828-2228
 Kevin Moore (KMoore@leg.state.vt.us) 802-828-2231

Submit proposals by August 16, 2019 to: SgtAtArms@leg.state.vt.us
Include subject line: **STAND-ALONE PUBLIC ADDRESS SYSTEM RFP**

Proposals should be submitted in PDF format. Supporting documents may be in Word or Excel format if required. Proposals should include all required information and detailed submission requirements as set forth in this Request for Proposal (RFP).

1. **Overview:** The Vermont General Assembly (the “General Assembly”) is seeking a third party to design and engineer a stand-alone public address system for the House Chamber in the State House (located at 115 State Street in Montpelier, VT). The intent of this project is to design and engineer a new stand-alone public address system (the “PA System”).
2. **Issuing Agency:** The Office of the Sergeant at Arms is responsible for issuing this RFP, selecting a contractor, and overseeing this project.
3. **Requirements:** The General Assembly requires the design and engineering of a stand-alone public address system in the House Chamber.
 - 3.1. The PA System shall:
 - 3.1.1. be ADA compliant.
 - 3.1.2. be secure against tampering and exploitation.
 - 3.1.3. have tiered access to system controls and functions from remote and local locations.
 - 3.1.4. include capabilities for predefined functions and settings.
 - 3.2. While designing the PA System, the contractor shall review the 2018 independent assessment of the existing system that was conducted, with specific attention to the audio system in the House Chamber. The report is available at: <https://legislature.vermont.gov/assets/Legislative-Reports/Vermont-State-Capitol-AV-Assessment.pdf>.
4. **Walk Through:** A vendor walk-through with the Office of the Sergeant at Arms will be held on July 29, 2019 from 10 a.m. to 12 p.m. The walk-through will commence in the lobby of the State House.
5. **Time Frame:** The project will commence on or before September 1, 2019, and be completed no later than September 30, 2019, except with prior written consent from the Sergeant at Arms.
6. **Environment of Existing House Chamber System:** In a continuous effort to preserve the historical aesthetics of the Vermont State House, the components of the existing system are discretely located when practical. The design of the PA System should also be discretely integrated. A description of the current system in the House Chamber is as follows:
 - 6.1. Between each of the 150-member desks in the House Chamber is a microphone to be shared between the two adjacent members. The microphones have a spring-loaded cable reel hidden below the desktop, allowing the members to pick up and hold the microphone when standing to speak. The microphones and the Speaker’s control panel are the oldest parts of the audio system, dating back to the 1960s.
 - 6.2. The microphones feed into a bank of analog mixers and amplifiers located in the hallway behind the Speaker’s podium. This equipment was installed circa 2012.

- 6.3.** The output of the amplifiers is fed to a variety of destinations, including concealed speakers located in the House Chamber, speakers located throughout the State House and 1 Baldwin Street, various media feeds, including those located in the press gallery, and hearing-assistance equipment.

7. Design and Engineering and Deliverables

- 7.1. Design and Engineering:** As part of the design and engineering process, the contractor shall meet with the staff of the Office of the Sergeant at Arms. The contractor should also meet with the House Clerk. The contractor should also itemize components to be included in the PA System.

- 7.2. Deliverables:** From the design and engineering phase described in Section 7.1, the contractor shall deliver:

- 7.2.1.** A written proposal for the design of the PA System that includes:

- 7.2.1.1.** an overall concept and vision.
- 7.2.1.2.** an estimated project timeline for integration.
- 7.2.1.3.** estimated costs, both one-time and ongoing.
- 7.2.1.4.** estimated ongoing costs for maintenance and support of the PA System.
- 7.2.1.5.** any other costs that the project may incur, including staffing requirements.

- 8. Reservation of Rights:** The Office of the Sergeant at Arms reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interests of the State of Vermont (State). Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the RFP.

9. General Terms and Conditions

- 9.1. Invoicing:** All invoices shall be rendered by a contractor on the contractor's standard billhead and forwarded to the project manager, Janet Miller, upon completion of the project. Details such as name and address will be determined during contract negotiations. The bidder's proposal must clearly specify the address for submitting payments. All payments are to be based on the Office of the Sergeant at Arms' acceptance of agreed to, fixed price deliverables or time and materials terms, as the case may be.

- 9.2. Confidentiality:** The successful response to the RFP will become part of the contract file and will become a matter of public record, as will all other responses received. If the response includes material that is considered by the bidder to be a trade secret under 1 V.S.A. § 317(c)(9) or considered otherwise confidential by law, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder shall identify each page or section of the response that it believes is a trade secret or confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the

bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.

- 9.3. Contract Requirements:** The selected contractor will sign a contract with the Office of the Sergeant at Arms to provide the items named in its response, at pricing agreed to by the Office of the Sergeant at Arms. Terms and conditions derived from this RFP and the contractor's response will be included in the contract as requirements. The contract will be subject to review throughout its term. Contractors may have standard terms and conditions that are required to be submitted with a contractor's bid; however, please note that the Office of the Sergeant at Arms will require negotiation of contractor's terms and conditions and will not accept the contractor's standard form in lieu of the standard State provisions for contracts and grants.
- 9.4. Terms and Conditions:** The Office of the Sergeant at Arms will consider cancellation of a contract upon discovery that a contractor is in violation of any portion of its contract with the Office of the Sergeant at Arms, including an inability by the contractor to provide the products, support, and/or services offered in its response to the RFP. The Office of the Sergeant at Arms reserves the right to purchase hardware or software recommended in the contractor's proposal from any source.
- 9.5. The Standard State Provisions for Contracts and Grants (Standard State Provisions)** outlined in Attachment A shall constitute part of the contract between the Office of the Sergeant at Arms and the contractor.
- 9.5.1.** If a contractor wishes to propose an exception to the Standard State Provisions, it must notify the Office of the Sergeant at Arms in the cover letter to its response to the RFP. Failure to note exceptions will be deemed to be acceptance of the Standard State Provisions. If exceptions are not noted in the response to the RFP but raised during contract negotiations, the Office of the Sergeant at Arms reserves the right to cancel the negotiation if deemed to be in the best interests of the State.
- 9.5.2.** The terms and conditions of a contractor's software license, maintenance support agreement, and service level agreement, if applicable, will be required for purposes of contract negotiations for this project. The Office of the Sergeant at Arms reserves the right to reject a proposal for a failure to provide the applicable contractor terms.
- 9.5.3.** The Office of the Sergeant at Arms has no legal authority to indemnify a contractor and this condition is not negotiable. Further, all contract terms and conditions, including a contractor license, will be subject to the laws of the State, and any action or proceeding brought by either the Office of the Sergeant at Arms or a contractor or contractor in connection with a contract shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington

Unit. Contractors who are not able to enter into a contract under these conditions should not submit a bid.

- 9.5.4.** Contractors shall make the following warranties:
- 9.5.4.1.** The contractor has all requisite power and authority to execute, deliver, and perform its obligations under the contract and the execution, delivery, and performance of the contract by the contractor has been duly authorized by the contractor.
 - 9.5.4.2.** There is no outstanding litigation, arbitrated matter, or other dispute to which the contractor is a party that, if decided unfavorably to the contractor, would reasonably be expected to have a material adverse effect on the contractor's ability to fulfill its obligations under the contract.
 - 9.5.4.3.** The contractor will comply with all laws applicable to its performance of the services and otherwise to the contractor in connection with its obligations under the contract.
 - 9.5.4.4.** All deliverables will be free from material errors and shall adhere to the specifications therefor.
 - 9.5.4.5.** The contractor owns or has the right to use under valid and enforceable agreements all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the deliverables as set forth in the contract, and none of the deliverables or other materials or technology provided by the contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.
 - 9.5.4.6.** Each and all of the services shall be performed in a timely, diligent, and professional manner, in accordance with the highest professional or technical standards applicable to such services and by qualified persons with the technical skills, training, and experience to perform such services in the planned environment. At its own expense and without limiting any other rights or remedies of the Office of the Sergeant at Arms hereunder, the contractor shall re-perform any services that the Office of the Sergeant at Arms has determined to be unsatisfactory in its reasonable discretion, or the contractor will refund that portion of the fees attributable to each such deficiency.
 - 9.5.4.7.** The contractor has adequate resources to fulfill its obligations under the contract.
 - 9.5.4.8. Virus Protection.** Contractor warrants and represents that any time software is delivered to the Office of the Sergeant at Arms, whether delivered via electronic media or the

Internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data, or peripheral equipment of, or utilized by, the Office of the Sergeant at Arms.

9.5.4.9. Amendments. No changes, modifications, or amendments in the terms and conditions of the contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the Office of the Sergeant at Arms and contractor.

- 9.6. Performance Measures:** In accordance with current State of Vermont policies and procedures, the contract may include contractor performance measures. The specific performance measures will be determined during the contract negotiation process.
- 9.7. Acknowledgement of Terms:** Contractors shall provide a statement from the contractor and its legal counsel acknowledging all Standard State Provisions with any exceptions or additional provisions to be noted in the contractor's cover letter. These will be considered when making an award.
- 9.8. Statement of Rights:** The Office of the Sergeant at Arms reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal made in response to this RFP. Contractors may be asked to give a verbal presentation of their proposals after submission. Failure of a contractor to respond to a request for additional information or clarification could result in rejection of that contractor's proposal. To secure a contract that is deemed to be in the best interest of the State, the Office of the Sergeant at Arms reserves the right to accept or reject any and all proposals, in whole or in part, with or without cause, and to waive technicalities in submissions. The Office of the Sergeant at Arms also reserves the right to make purchases outside the awarded contracts where it is deemed in the best interest of the State.
- 9.9. Taxes:** Most State purchases are not subject to federal or State sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering nontaxable items. The contractor agrees to pay all State taxes which may be due as a result of the contract.
- 9.10. Specification Change:** Any changes or variations in the specifications set forth in this RFP must be received in writing from the Office of the Sergeant at Arms. Verbal instructions or written instructions from any other source are not to be considered.
- 9.11. Noncollusion:** The Office of the Sergeant at Arms is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been

arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the RFP process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.

9.12. Business Registration: To be awarded a contract by the Office of the Sergeant at Arms, a contractor must be (except an individual doing business in his/her own name) registered with the Vermont Secretary of State's office <https://www.sec.state.vt.us/corporationsbusiness-services/searches-databases/business-search.aspx> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/business-and-corp/business-center>.

9.13. Contract Negotiation: Upon completion of the evaluation process, the Office of the Sergeant at Arms may select one or more contractors with which to negotiate a contract based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State. In the event the Office of the Sergeant at Arms is successful in negotiating with a contractor, the Office of the Sergeant at Arms may enter into a contract. In the event the Office of the Sergeant at Arms is not successful in negotiating a contract with a selected contractor, the Office of the Sergeant at Arms reserves the option of negotiating with another contractor or to end the proposal process entirely.

10. Contractor's Response Content and Format: Contractors must follow the format set out in this RFP and provide all information requested.

10.1. Functional and Technical Requirements: Indicate the ability of the proposed project to meet the requirements contained in this RFP.

10.2. Professional Services Requirements: Provide a detailed discussion of your firm's approach to the successful implementation of this project. Include thorough discussions of methodologies regarding project management and control, delivery of education and training, cost control, and successful scheduling. Also include a proposed work schedule to accomplish all of the required tasks within the desired timeline.

10.3. Corporate Background: Provide details of the company, including company size and resources, details of corporate experience relevant to the proposed project, and a list of other current or recent State projects. If a contractor intends to use subcontractors, the contractor must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

10.4. Experience, qualifications, and references: Contractors must describe the experience of their firm in completing similar projects.

10.5. Financial Requirements:

10.5.1. The contractor shall provide financial information in such a manner that The Office of the Sergeant at Arms can reasonably formulate a

determination about the stability and financial strength of the organization. This must include company size, organization, date of incorporation, ownership, number of employees, revenues for the last fiscal year, and, if available, audited financial statements for the most recent two years. A current Dun and Bradstreet Report that includes a financial analysis of the firm would fulfill this requirement. A contractor can use an Annual Report as verification of financial status provided it contains at a minimum a Compiled Income Statement and Balance Sheet verified by a Certified Public Accounting firm. The Office of the Sergeant at Arms reserves the right to contact the accounting firm if questions arise. As an alternative, for those contractors unable to provide audited financial statements or a Dun and Bradstreet report, the contractor shall provide tax returns and financial statements, including income statements and balance sheets for the most recent two years.

10.5.2. A confidentiality statement may be included if this portion is considered nonpublic information.

10.6. Quality: If applicable, all products provided under a contract with the Office of the Sergeant at Arms will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the Office of the Sergeant at Arms. All products provided by the contractor must meet all federal, State, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the Office of the Sergeant at Arms.

11. Cost

11.1. Costs of Preparation: The contractor shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.

11.2. Other Cost Components:

11.2.1. Nonrecurring: Provide a list of one-time charges related to the system/software/hardware or engagement.

12. Method of Award: Awards will be made in “the best interest of the State of Vermont.” The Office of the Sergeant at Arms may award one or more contracts and reserves the right to make additional awards to other contractors at any time if such award is deemed to be in the best interest of the State. The Office of the Sergeant at Arms will evaluate responses based upon overall total solution cost, fulfillment of requirements (regardless of type), and overall contractor track record to deliver and partner. The Office of the Sergeant at Arms will not consider any prompt payment discount terms proposed by the contractor in evaluating cost. As discussed in section 9, the Office of the Sergeant at Arms reserves the right to not award any contract at all.

12.1. Evaluation Criteria: In general, bids are awarded based on “the best interest of the State of Vermont.” Factors which will be considered include but are not limited to:

- 12.1.1.** Ability to deliver a functional, well-organized, easy to understand, and professional work product.
- 12.1.2.** Availability of sufficient staff resources to allow delivery of a finished product in a timely manner.
- 12.1.3.** Specification of a defined analysis, design, and development process that addresses the requirements of the project as described in the RFP.
- 12.1.4.** Total project cost.
- 12.1.5.** Contractor’s stability and history.
- 12.1.6.** References.

Attachments:

Attachment A: Standard State Provisions for Contracts and Grants

ATTACHMENT A
STANDARD STATE PROVISIONS FOR GRANTS AND CONTRACTS

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. If applicable, 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. If applicable, 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. If applicable, 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. 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 A 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").

19. 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.

20. 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.

21. 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>

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

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

(End of Standard Provisions)