



TO: Professional Marketing and Communications Firms

FROM: Heather Pelham, Chief Marketing Officer

DATE: September 9, 2015

SUBJ: Request for Proposals

The State of Vermont is requesting proposals from qualified and experienced marketing firms competent to deliver a strategic and tactical economic development marketing plan. The scope of work to be performed and the information that must be presented in your proposal are described in this Request for Proposals.

One (1) hard copy must be submitted no later than **Thursday, October 1, 2015 at 4:00 PM EST** to:

Heather Pelham
Chief Marketing Officer, State of Vermont
One National Life Drive, Davis Bldg, 6th floor
Montpelier, Vermont 05620-0501

In addition, one (1) PDF copy must be submitted via email no later than **Thursday, October 1, 2015 at 4:00 PM EST** to heather.pelham@vermont.gov.

Important note: All bidders on this project must be pre-qualified for marketing contracts in order to submit an eligible proposal and be considered for this work. Vendors who wish to become pre-qualified for marketing contracts may submit an application to the Chief Marketing Office at any time. All requests for pre-qualification shall be submitted at least ten business days prior to a scheduled RFP closing date for which a vendor wishes to submit a bid. Specifically, the due date for any pre-qualification applications in connection with this RFP is Wednesday, September 16, 2015. Information and guidance regarding pre-qualification can be found at cmo.vermont.gov. Any bidder with questions about their pre-qualification status should contact Heather Pelham at (802) 477-2727 or heather.pelham@vermont.gov.

The state reserves the right to accept or reject any or all bids. A Review Committee consisting of members of the Agency of Commerce and Community Development will evaluate and score the proposals. Representatives of firms selected in the first round may be invited to meet with the Review Committee for an interview or oral presentation. The final firm selected will be invited to negotiate a contract.

If you have any questions about the proposal process, please contact Heather Pelham at (802) 477-2727 or heather.pelham@vermont.gov.



Request for Proposals
This is a Sealed Bid Response
Economic Development Marketing Plan

RFP Issuance Date: **Wednesday, September 9, 2015**

Pre-qualification Application Due by: **Wednesday, September 16, 2015 / 4 PM EST**
(Only if bidder is not already pre-qualified)

Questions Due by: **Friday, September 18, 2015 / 4 PM EST**

Substantive or content questions concerning this request for proposals must be submitted in writing (via mail or email) and received by Heather Pelham **by 4:00 PM EST Friday, September 18, 2015**. Questions may be emailed to heather.pelham@vermont.gov. The state will respond to written questions by Wednesday, September 23, 2015. Any responses will be in writing and will be posted on the state's bid registry website at www.vermontbidsystem.com under the 'Bid Attachments' section. The state reserves the right to select which questions it will answer.

Proposal Due Date: **Thursday, October 1, 2015 / 4:00 PM EST**

One (1) hard copy must be submitted no later than Thursday, October 1, 2015 at 4:00 PM EST to:

Heather Pelham
Chief Marketing Officer, State of Vermont
One National Life Drive, Davis Bldg, 6th floor
Montpelier, Vermont 05620-0501

In addition, one (1) PDF copy must be submitted via email no later than Thursday, October 1, 2015 at 4:00 PM EST to heather.pelham@vermont.gov.

Heather Pelham is also the RFP contact person, and can be reached via phone at (802) 477-2727.

"Sealed bid instructions" after this page.



Sealed Bid Instructions

All bids must be sealed and must be addressed to Heather Pelham, Chief Marketing Officer, State of Vermont, One National Life Drive, Davis Bldg, 6th floor, Montpelier, Vermont 05620-0501. **BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE BID TITLE, PROPOSAL SUBMISSION DATE, AND NAME OF BIDDER.**

All bidders are hereby notified that sealed bids must be in the office of the Chief Marketing Officer (CMO) by the bid due date and time. Bidders are cautioned that it is their responsibility to originate the sending of bids in sufficient time to insure receipt by the state on or before the bid due date. Hand carried bids shall be delivered to a representative of the CMO on or before the bid due date. Bids not in possession of the CMO by the due date and time will not be considered.

FAXED BIDS: FAXED bids will NOT be accepted.

ELECTRONIC BIDS: ELECTRONIC bids will NOT be accepted **as the sole form** of bid submission. One (1) PDF version of the proposal must be submitted along with one (1) hard copy of the proposal.

IMPORTANT NOTE: All materials submitted as part of the proposal (e.g. samples of work) received by the state will not be returned.

Included:

Request for Proposal

Acknowledgement of Attachment C: Standard State Provisions for Contracts and Grants

A. INTRODUCTION

The Agency of Commerce and Community Development (ACCD) is issuing this Request for Proposals (RFP) to procure consulting services to develop a strategic and tactical economic development marketing plan, utilizing a broad range of platforms and specialized tactics for specific audiences, to promote the state of Vermont as a great place to live, work and do business.

We recognize the important contribution and vital impact that small businesses have on the State's economy. In this regard, the State subscribes to a free and open bidding process that affords all businesses equal access and opportunity to compete for state contracts for goods and services. The State also encourages businesses owned by minorities and women to compete for state contracts.

B. BACKGROUND

On June 3, 2015, Governor Peter Shumlin signed into law Act 51, "An act relating to promoting economic development," which directed the Agency of Commerce and Community Development "to expand the mission of the Department of Tourism and Marketing to ensure a focus on economic development marketing."

This Act establishes the context for this RFP. Specifically, the Act states, "The General Assembly finds: (1) The State of Vermont is a worldwide leader in the global tourism market. Visitors from around the world come to Vermont to recreate and the Vermont brand is now recognized and admired throughout the world. (2) Vermont is rapidly developing a reputation as a place where entrepreneurs and innovators can succeed, and where they can come to start and grow great businesses."

While the efforts of the Department of Tourism and Marketing have been very successful in establishing and maintaining Vermont's reputation as a tourism destination, it has become clear that the State can do more to promote the economic opportunities that are here and to attract new ones.

The Act goes on to charge, "The Department should also develop an economic development marketing program, highlighting the many positive features that make Vermont a great place to live, work, and do business, including:

- (A) Vermont's long history of innovation, including agricultural, business, and technical innovation; product design; and entrepreneurship;
- (B) the multitude and diversity of successful start-up businesses in environmental technology, health technology, advanced manufacturing, services technology, biotechnology, recreation technology, and social technology;
- (C) the benefits of Vermont's size, scale, and accessibility to government officials and resources, which make Vermont a state where business can start, grow, and prosper; and
- (D) the benefits of Vermont's educational and workforce development resources, and its highly skilled and highly educated population."

In early 2015, the Department of Economic Development began the process of setting out a communications strategy that could "Tell the Vermont Story" to attract new employees and businesses to the state, by highlighting the growth sectors and success stories of why Vermont is a

great place to work, to live and to raise a family. Then Commissioner Lisa Gosselin met with both internal team members and representatives from businesses, organizations, educational institutions, students, visitors, tourism and marketing experts and more to gather feedback on how the Vermont brand could be leveraged to attract new businesses and new potential employees to the state. The full report is available [here](#).

This work was picked up again in the summer of 2015, following the passage of Act 51, by an internal Economic Development Marketing Workgroup from ACCD to further refine the definition of target audiences, key messages and possible tactics that could inform a comprehensive economic development marketing plan as directed. A briefing of the internal team's work is available [here](#).

C. GOALS

The purpose of this RFP is to identify a professional marketing firm (referred to with the terms Contractor, Vendor and/or Bidder in this RFP) that can analyze and synthesize the internal work of ACCD to date on an economic development marketing strategy and develop a strategic and tactical marketing plan that can guide the direction of the economic development marketing efforts of ACCD going forward.

The goals of these economic development marketing efforts include:

1. attracting additional private investment in Vermont businesses;
2. recruiting new businesses;
3. attracting more innovators and entrepreneurs to locate in Vermont;
4. attracting, recruiting, and growing the workforce to fill existing vacancies in growing businesses; and
5. promoting and supporting Vermont businesses, goods, and services.

D. SCOPE OF WORK

The Agency of Commerce and Community Development is seeking the services of a marketing and communications firm to:

- a) Analyze and synthesize the discovery work completed to date by ACCD on target audiences, key messages and possible tactics for economic development marketing;
- b) Present recommendations to ACCD's Economic Development Marketing Workgroup on the merits of these efforts and identify any gaps in the discovery work;
- c) Present recommendations on tasks to be completed to fill any so identified gaps;
- d) In collaboration with the Economic Development Marketing Workgroup, prioritize tactics proposed and explore other tactics as may be identified by the Contractor, with the understanding that priority will be given to those activities that create a sustainable programmatic framework for ACCD staff going forward and do not require an additional appropriation of funds;

- e) Create a 3-year economic development marketing plan based on items a) through d) above; specific components of the marketing plan must include:
 - o documentation of communication goals and objectives;
 - o identification and prioritization of strategies and tactics for reaching target audiences;
 - o identification of metrics to measure outcomes on all proposed activities;
 - o identification of internal and external resources, including staff time, required on all proposed activities;
 - o budget and timeline.
- f) Engage recommended parties in a discovery process to gather input on the proposed plan;
- g) Based on stakeholder input from item e), finalize the marketing plan; and,
- h) If requested, present and defend the marketing plan to State or Legislative officials.

This RFP is seeking planning and consultation services only, to be completed in no more than three (3) months of the date of receipt of the contract. **Implementation of the marketing plan, including creative strategy will be addressed in a separate procurement process.**

E. KEY ASPECTS

1. **RFP Corrections or Changes.** The State reserves the right to:
 - o Modify any date or deadline appearing in this RFP.
 - o Issue clarification notices, addenda, alternative RFP instructions, forms, and/or other relevant documentation.
 - o Waive any RFP requirement or instruction for all bidders if the State determines that the requirement or instruction was unnecessary, erroneous, or unreasonable.
 - o Extend the proposal submission deadline.
 - o Overlook or correct any clerical or mathematical errors occurring in this RFP.

Bidders shall notify the State immediately to report a known or suspected problem with this RFP. Bidders who fail to report a known or suspected problem with this RFP shall submit a proposal at their own risk.

2. **Correction of Bidder Information.** The State reserves the right to:
 - o Request a bidder to submit additional documentation during or after the proposal evaluation process.
 - o Collect omitted documentation from bidders.
 - o Waive any immaterial deviation or defect as may be adjudged by the State in any proposal and allow the bidder to remedy such defects.
 - o Overlook, correct or require a bidder to remedy any obvious clerical or mathematical errors.

Bidders' failure to adhere to the State's requests may result in the bidder proposals being

determined unresponsive and rejected from further consideration.

3. It is expected, though not guaranteed, that one vendor will meet the criteria of this RFP and be offered a contract. The selected vendor will be expected to enter into a contract negotiated with ACCD and comply with applicable state and federal contracting requirements and purchasing policies including, but not limited to, regulations such as Bulletin 3.5: State of Vermont Contracting Procedures and the Americans with Disabilities Act, where applicable. Bulletin 3.5 can be found at cmo.vermont.gov.
4. Cost is a significant factor in selecting the successful bidder, but it is not necessarily the determining factor. A bidder's comparative superior experience and knowledge may result in a bid selection other than the lowest bid submitted.
5. It is understood that no vendor will be compensated for the time spent in developing the bid proposal.
6. At the State's option, oral presentations by bidders may be required. Bidders will be notified if an oral presentation is required. Bidders may be requested to provide a presentation of the services offered in their proposal. Bidders are responsible for all costs associated with an oral presentation. The State will not compensate the bidder.

Bidders should present complete, comprehensive proposals without relying on oral presentations, because the State reserves the right to award a contract without further discussions.

7. The location of the work will be determined depending on prevailing circumstances. Although unpredictable, we currently expect that work will be performed inside the State of Vermont.
8. The successful bidder is required to participate in weekly meetings with State staff. During these meetings, the bidder will provide a status update, discuss their progress and inform the State of any anticipated challenges that potentially impact progress or impede deadlines. This meeting may occur via conference call or in person in Vermont. Additional meetings may be scheduled at the State's request.
9. At the State's request, the successful bidder may be required to be on site in Vermont to meet with State or Legislative officials.
10. Vendors should be aware that the State does not reimburse for in- or out-of-state travel.
11. The Contractor shall provide a single point of contact who will manage all aspects of the contract.
12. This successful bidder may use subcontractors to provide certain services, but the State shall have the right to review and approve the subcontract agreements between the primary vendor and subcontractors before services are provided through such agreement. Authorization from the State for any subcontractor services is mandatory prior to contractor issuing any work to any subcontractor. The awarded vendor is fully responsible for all payments to subcontractors.
13. All materials submitted by bidders become the property of the State of Vermont, which is under no obligation to return any of the materials submitted in response to this RFP. The State of Vermont shall have the right to use all system concepts, or adaptations of such concepts, contained in any proposal. This right will not be affected by selection or rejection of the



proposal. The successful proposal will be incorporated into the resulting contract and will become a matter of public record.

F. BASE CONTRACT TERMS

1. **Contract Period:** The contract arising from this request for proposal will be for a period of six (6) months with an option to renew for an additional six-month period through written amendment. Proposed start date will be October 15, 2015, but note this date is approximate.
2. **Contract Terms:** The selected vendor will sign a contract with the State to provide the items named in their responses, at the prices negotiated. Minimum support levels, as well as terms and conditions from this RFP and the vendor's response, will become part of the contract. This contract will be subject to review throughout its term. The State will consider cancellation upon discovery that a vendor is in violation of any portion of the agreement, including an inability by the vendor to provide the products, support and/or service offered in their response.

G. REQUIRED CONTENT FOR ALL PROPOSALS

All elements are required unless they are marked "optional." To aid in the Review Committee's review and comparison of all proposals received, we ask the following:

- All questions should be answered in narrative format.
 - Please use a minimum 11-point type with reasonable spacing and margins.
 - Please answer the questions in the same order stated below, and label/begin your responses with the bold headings used below.
 - Where work samples are referenced, please do not embed them in the text of your proposal. Instead, please include them in appendices or attachments and provide appropriate references to page or section number.
1. **Identity of preparer(s).** Please identify all individuals who were involved in the preparation of the proposal and provide a single point of contact for clarification of information if needed.
 2. **Background.** Please provide a history of your firm, a list of current and/or notable past clients (optional), and resumes/credentials of key personnel. If you plan to hire new staff for this project, please demonstrate your capacity to bring on and train new staff expeditiously.
 3. **Experience.** Please provide a description of your firm's experience with similar projects, including experience with other governmental entities.
 4. **Understanding of client.** Please explain your understanding of the economic development needs of the State of Vermont.

5. **Firm’s unique selling proposition.** Please explain why your firm is different or better than others, and what makes your firm the right fit for the State of Vermont.
6. **Project plan.** Please explain how you will perform tasks listed in the Scope of Work, including a proposed timeline for completion of required tasks. Specifically, please prepare:
 - o a proposed workplan organized by key activities, target dates, and deliverables.
7. **Budget:** Please submit a budget that is both realistic and reasonable to complete the scope of work. Budget must tie specific activities to deliverables, with a clear cost associated for each piece of the proposal. Proposals shall include an hourly rate for services and any related expenses to be billed.
8. **Letters of Support:** Please provide at least three professional (3) letters of support that speak to the bidder’s ability to perform the scope of services described above for your submission bid. Letters may come from past or current clients; community partners; consumer or trade organizations or individuals representing a group of consumers; economic development organizations, etc.
9. **Acknowledgment of Terms:** Please provide a signed statement acknowledging the State’s Standard State Contract Provisions will be met (Acknowledgement of Attachment C: Standard State Provisions for Contracts and Grants).

H. PERFORMANCE-BASED CONTRACTING

The contract awarded under this RFP will be performance-based contract, which will include adherence to specific performance structures by awarded Contractor. The chart below is an example of the type of performance measures the State has used in the past to evaluate marketing contracts.

Indicator	Failed Expectations	Met Expectations	Exceeded Expectations
Demonstrated expertise in developing marketing strategies to accomplish outreach and communication objectives.			
Overall quality of work performance.			
Met or exceeded project estimates and timelines.			

I. PAYMENT PROVISIONS

The State requires that vendors must provide an hourly rate for each type of service provided. A blended rate, merely identifying one hourly rate for all categories of services, is also acceptable. Once contracts are executed, the State will reimburse contractors for pre-approved expenses. All reimbursable expenses must be documented with receipts. Contractors must bill the State for work performed at least



once a month during all months that work occurs. Payment terms will be net 30 days.

J. CONFIDENTIALITY

Contractors must agree to keep information related to the State and all related agencies and companies related to this contract confidential. The Contractor agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, or authorize or permit others to do so unless authorized in writing by the State. Contractor will take reasonable measures as are necessary to restrict access to information in Contractor's possession to those employees on his/her staff who must have the information to perform their job, and agrees to immediately notify, in writing, the State's authorized representative in the event Contractor determines, or suspects, confidential information has been inappropriately disseminated.

K. ADDITIONAL PROVISIONS

- 1) **Taxes.** The State of Vermont is exempt under 32 VSA Section 9743(1) from payment of any Vermont sales and use taxes.
- 2) **Governing Law.** All submissions and agreement shall be in conformance with and governed by applicable laws of the State of Vermont.
- 3) **Submission Expenses.**
 - Submission Preparation: No expenses associated with the preparation of the submission response shall be borne by the State.
 - Presentations and/or Demonstrations: No expenses shall be borne by the State for oral presentations or demonstrations made by the individual and/or firm.
- 4) **Discrimination.** The contractor will be required to agree to comply with all requirements of Title 21, Chapter 5, Sub-chapter 6, Section 495A relating to fair employment practices.
- 5) **Tax Certification.** To meet the requirements of 32 V.S.A., Section 3113, no agency of the State may enter into, extend or renew any contract for the provision of goods, services or real estate space with any person unless such person first certifies, under the pains and penalties of perjury, that he or she is in good standing with the Vermont Department of Taxes. A person is in good standing when no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes. In signing this submission, the bidder certifies under the pains and penalties of perjury that the company/individual 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 as of the date that this statement is made.
- 6) **Proprietary or Confidential Information.** Submissions, with the exception of any materials deemed confidential, will be open for public inspection after a contract is executed. The successful submission will be incorporated into the resulting contract and will be a matter of public record.

If the submission includes material that is considered by the bidder to be proprietary and confidential under Vermont's Access to Public Records laws in Title 1, Chapter 5 of the



Vermont Statutes Annotated or any other provision of law, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. However, entire submissions cannot be designated confidential or proprietary. Price information will not be considered confidential or proprietary information.

- 7) **Advertising.** The name of the State of Vermont, its logo and coat of arms, its agencies, departments and divisions, its employees and their official state titles, and other entities may not be used by any business responding or by the selected firm to this RFP in advertising or press releases without the CMO's express written consent.
- 8) **Statement of Rights.** The State reserves the right to accept or reject any and all submissions, with or without cause, and the individual and/or firm shall have no recourse. The State reserves the right to waive technicalities to assure the project provides the greatest benefit to the State.
- 9) **Submission Price or Best Final Offer.** Responses to this RFP will be considered firm for one hundred twenty (120) days after the closing date of submission.
- 10) **Non-Collusion.** The State of Vermont is conscious of and concerned about collusion. It must 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 bid/contract process by the Office of the Vermont Attorney General, all bidders must understand that this paragraph may be used as a basis for litigation.

Acknowledgment of

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

MARCH 1, 2015

1. **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.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **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.
4. **Appropriations:** 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.
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, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. 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.

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.



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.

- 7. 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.

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

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

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: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

- 8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- 9. 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.

- 10. 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.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 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. Party further agrees to include this provision in all subcontracts.
- 12. 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.
- 13. 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 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.
 - 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.

14. Child Support: (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:

- 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.

15. 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 also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing 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.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. 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>

19. 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.

20. Internal Controls: In the case that this Agreement is an award 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).

- 21. Mandatory Disclosures:** In the case that this Agreement is an award 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.
- 22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

I hereby acknowledge that I have read and understand all of the Attachment C: Standard State Provisions for Contracts and Grants, have had the opportunity to consult with legal counsel, and hereby state that my business and I agree to all of the same.

Duly Authorized Representative of bidding entity

Date