

Town of Bristol

1 South Street
P.O. Box 249
Bristol, VT 05443
(802) 453-2410
www.bristolvt.org

REQUEST FOR PROPOSALS

BYLAW REVIEW AND UPDATES TO ADDRESS APPROPRIATE AND AFFORDABLE HOUSING IN BRISTOL

The Town of Bristol is requesting proposals for professional services to help plan for, identify issues, and develop bylaw updates associated with increasing the supply of available, appropriate, and affordable housing to meet the needs of Bristol’s population.

1. BACKGROUND

1.1. The current Town Plan, adopted in 2020, lists the following Goals and Policies in the People and Housing part of the People Section. These Goals and Policies shall be considered for this project to the extent that they are consistent with the By-Law Grant Modernization requirements listed below in 1.2.

1.1.1. Goal 1. To increase the supply of available and appropriate and affordable housing that meets the needs of Bristol’s population.

Policies:

- a. Promote changes in municipal infrastructure (septic and water) and regulatory mechanisms that support compact, mixed-use development and increased density in the village center area.
- b. Ensure that new and rehabilitated housing development will reinforce and reflect the traditional character and form of Bristol’s settlement patterns.
- c. Support existing affordable/subsidized rental housing.
- d. Support efforts to improve substandard rental housing to comply with state laws for Vermont Fire and Building Safety Codes and standards.
- e. Support zoning regulations to allow more flexibility in creating accessory dwelling units, duplexes and multi-family units within existing neighborhoods.
- f. Support efforts to maintain existing mobile home parks and increase the sustainability of these communities.

- 1.1.2. Goal 2. To ensure that Bristol’s housing stock provides for all segments of the community.

Policies:

- a. Support the incorporation of accessible design standards in new and rehabilitated housing to facilitate access for people with disabilities and aging adults.
- b. Plan for the development of elder housing to meet the needs of the Bristol community.
- c. Encourage housing that support aging in place.
- d. Support housing projects that are accessible to services, educational and recreational facilities by public and other forms of transportation.

- 1.1.3. Goal 3. Collaborate with public and private organizations to develop solutions to current housing challenges facing Bristol.

Policies:

- a. Support the restoration and development of vacant or underused buildings to create new housing through adaptive reuse.
- b. Encourage developers and communities to create shared utility infrastructure, and community septic systems and water systems.
- c. Support and collaborate with Addison County Community Trust (ACCT), Housing Vermont (HV) and other non-profit, private development and financial organizations that serve our region’s housing efforts.
- d. Consider the use of public-private partnerships to help reduce the cost of new housing projects.
- e. Explore the possibility of a ‘Housing Trust Fund’ to support housing initiatives.

- 1.1.4. Goal 4. Promote innovative and sustainable planning, design and construction of homes in order to achieve energy efficiency goals, reduction in housing costs and minimize environmental impacts.

Policies:

- a. Encourage housing developers to locate projects in existing village centers, on vacant “infill” lots, close to jobs, public transportation and services.
- b. Help residents work towards 2050 energy targets of increased weatherization, conservation and renewable generation.
- c. Ensure that all new construction meets Residential Building Energy Standards as required by the State.

- d. Encourage the construction of new homes in areas planned for growth, reducing fragmentation of productive or ecologically important farm and forest lands.
- e. Support projects that share community resources and responsibilities.

1.2. The Planning Commission (PC) was awarded a Vermont Department of Housing & Community Development By-Law Modernization Grant. The grant program states that this project must meet, for successful completion, the requirements listed below.

1.2.1. Increase housing choice, affordability, and opportunity *in smart growth areas*.

1.2.2. Consult Vermont Housing Finance Agency's [community housing profile](#) and [housing-ready toolbox](#).

1.2.3. Consult the [Enabling Better Places: A Zoning Guide for Vermont Neighborhoods](#).

1.2.4. Consult the [Neighborhood Development Area](#) designation checklists as a model for pedestrian-oriented smart growth neighborhoods, as appropriate.

1.2.5. Comply with State & Federal Fair Housing Law, including the fair housing provisions of Vermont's Planning & Development Act.

1.2.6. Implement the municipal plan's housing chapter unless the chapter itself needs updating.

1.2.7. Based on the best available information and as appropriate, identify municipal water supply and wastewater disposal capacity and system constraints, and map the service areas.

1.2.8. Avoid development of and minimize impact to important natural resources.

1.2.9. Increase allowed lot/building/dwelling unit density by adopting dimensional, use, parking, and other standards that allow compact neighborhood form and support walkable lot and unit density, which may be achieved with a standard allowing at least four per acre or allowing obtention of a State and/or municipal water & wastewater permit to determine allowable density.

1.2.10. Increase allowed housing types and uses, which may include duplexes to the same extent as single-family homes.

1.2.11. Reduce nonconformities by making the allowed standards principally conform to the existing settlement (lots, buildings, and uses) within designated centers.

1.2.12. Include street standards that implement the complete streets principles as described in [19 V.S.A. §309d](#) and that are oriented to pedestrians.

1.2.13. Include parking waiver provisions.

1.2.14. Avoid new development in flood hazard areas, undeveloped floodplains, and river corridor areas, unless lawfully allowed for infill development or as acceptable in [§§29-201 of the Vermont Flood Hazard Area and River Corridor Rule](#).

2. SCOPE OF WORK

- 2.1. The Planning Commission has developed the following framework of the steps desired to accomplish anticipated Zoning By-Law modifications to be used in conjunction with the Town Plan Goals and Policies, and the By-Law Modernization Grant requirements for the Village Planning Area of the Town Plan (Appendix 1).
- 2.2. What Our Community Has
 - 2.2.1. The Planning Commission will document Historical and Recent Settlement Patterns through Character Surveys to determine values important to consider to keep the village character and not change to a dense impersonal setting.
 - a. Analyze setbacks, lot sizes, zone uses
 - b. The Planning Commission has obtained an intern from the UVM Center for Research on Vermont for data collection coordinated by the Planning Commission, with review and input by the consultant.
 - 2.2.2. Understand current Unified Development Regulations (UDR) zones and zoning and suitability for desired development going forward.
 - a. Review zone configuration, lot sizes, allowed uses, etc.
 - b. Consider logical extension(s) of village and zone configuration within the Village Planning Area.
 - 2.2.3. The Planning Commission will collect past examples identified through the Zoning process that are inferred to have limited reasonable development that should be considered.
 - a. Comments from the Selectboard
 - b. Zoning Administrator observations
- 2.3. What Locations Are Best for Change
 - 2.3.1. Only the Village Planning Area (VPA) will be considered for this project (Appendix 1).
 - a. The Town Plan Implementation Tasks detailed in Section 1.1 above shall be considered and made part of this project to the extent that they are consistent with this Scope of Work and the By-Law Modernization Grant requirements.
 - b. The Vermont Department of Housing & Community Development By-Law Modernization Grant requirements detailed in Section 1.2, above shall be included as part of this work.
 - 2.3.2. What seems to work, is desirable, of the bullets above to consider for the future.
 - a. Consultant would participate in PC discussions and assist formulating recommendations based on discussions into Bylaws.
 - 2.3.3. Develop for consideration alternative options for future Zoning Districts (zone realignment?) for improved housing siting to compare to existing regs.
 - a. Brief 50,000 ft level sanity check if past strategies (zone configuration) is still desirable and viable.

- 2.3.4. Consider citing strategies for walkability, bikeability, and traffic circulation.
 - a. Review relationship of zones to High Density Residential Zone,
- 2.4. Live-Work Housing
 - 2.4.1. Consider enhancements for associated job potential
 - a. Walking distances to intermixed businesses (retail, commercial, industrial)
 - b. Configuration of small and home-based businesses and needs
- 2.5. Other Considerations
 - 2.5.1. Understanding options with State Designation Program
 - a. Neighborhood Development Area
 - 2.5.2. Strategies to promote affordable housing
 - a. Types of development bonuses (density, parking, etc.), and other tools.

3. TASKS

The following tasks shall be included within the project. These tasks are intended to clarify aspects in support of the Scope of Work and are not intended to limit the overall requirements of the Scope of Work or any other requirements within this Request for Proposal (RFP).

3.1. Project Kickoff Meeting. Meet with Planning Commission to develop a clear understanding of the project goals, objectives, timelines, and deliverables.

3.2. Provide an overview training and discussion of the By-Law Modernization Grant requirements including examples to consider in area municipalities at a determined Planning Commission meeting. Training shall include at a minimum, aspects of items 1.2.1 thru 1.2.7 and 1.2.12, 1.2.13. Training should be planned to be a single meeting topic with an onsite presentation.

3.3. Work with the Planning Commission to identify constraints resulting from existing conditions and desired “smart growth” principles as well as possible alternatives.

3.4. Support the Planning Commission at periodic meetings by facilitating a discussion of Unified Development/Zoning Regulations changes considering the By-Law Modernization Grant requirements. Working meetings do not need to be consecutive. The consultant may develop “homework” for the Planning Commission to work on between facilitated discussions. Discussions should include examples of implementation in other municipalities. Currently, the Planning Commission conducts monthly hybrid meetings with both in person and online (Zoom) options. Consultant, at their discretion, may attend meetings either way unless otherwise specified.

3.5. Coordinate “master” documents in a format agreed to by the Planning Commission and update as discussion progresses on changes to the draft Unified Development/Zoning Regulations. The Planning Commission will provide an editable copy of the current Unified Development Regulations for this use. The consultant shall maintain a red line markup copy of the draft document to track changes.

3.6. Project Timeline.

3.6.1. The grant term is from February 1, 2022 – January 31, 2024. Work within this project shall be completed by December 31, 2023.

3.7. Report Production

3.7.1. Using the “master” documents from Planning Commission discussions, submit a final draft of the proposed Unified Development/Zoning Regulations. Submittal shall include a red line markup copy and a copy of the draft doc without markup, which shall be convertible to a PDF format.

3.7.2. Provide the final report for the grant closeout requirement demonstrating compliance with the By-Law Modernization Grant program’s requirements detailed in Section 1.2.

4. CONTRACT PERIOD

4.1. This scoping study must be completed no later than December 31, 2023.

4.2. Anticipated project schedule:

- a. Request for proposals issued February 14, 2022
- b. Proposals due March 9, 2022
- c. Selectboard awards contract March 28, 2022

5. DELIVERABLES

5.1. All documents should be provided in digital format. Adobe .pdf format is required for the draft and final reports. An editable format (such as Word) shall also be provided for the draft Unified Development/Zoning Regulations.

5.2. All data, databases, reports, programs and materials, in digital and hard copy format created under this project shall be transferred to the Town upon completion of the project and become the property of the Town. Consultant agrees to allow access to all data and documents at all times and shall transfer the final data produced via zip disk or CD in a format suitable to Bristol's needs. Any GIS data produced shall meet VGIS standards and provided to/coordinated with the Addison County Regional Planning Commission.

6. SUBMISSION REQUIREMENTS

Separate technical and cost proposals shall be submitted in separate PDF documents.

6.1. Technical Proposal

6.1.1. Cover Letter.

6.1.2. Qualifications of the Consultation Firm – please describe experience in areas needed to fulfill the project scope. Specifically, list which proposed project team members have worked on which related projects.

6.1.3. Scope of Work – a scope of work for the project detailing the consultant’s proposed approach to the scope of the tasks described in this RFP, and any recommended adjustments to the scope or tasks. The consultant may also propose additional supplemental items to the scope of work.

6.1.4. Proposed Schedule – the schedule should include completion of work tasks and deliverables as well as any key meetings and comply with the timeline given in the RFP.

6.1.5. Resumes of key staff who will be working on the project (not exceeding 2 pages for each), a brief description of their roles in the project, and a brief description of their work on related projects.

6.1.6. References – please provide a minimum of three, including the name and telephone number of each.

6.1.7. The proposal shall not exceed 20 pages.

6.2. Cost Proposal

6.2.1. Please provide a cost proposal in a separate file or document consisting of a composite schedule by task of direct labor hours, direct labor cost per class of labor, overhead rate, and fee for the project. If the use of sub-consultants is proposed, a separate schedule must be provided for each.

7. CONSULTANT SELECTION

7.1. Proposals will be evaluated using the criteria listed below by a selection committee. The selection committee will consist of the Planning Commission, Zoning Administrator, and Bristol Town Administrator. Proposals will be ranked based on the following criteria (total of 100 points):

7.1.1. Demonstration of overall project understanding, insights into potential issues, and a demonstrated understanding of the project deliverables (25 pts)

7.1.2. Qualifications of the firm and the personnel to be assigned to the project, and experience with similar projects (20 pts)

7.1.3. Completeness and clarity of the proposal and creativity/thoughtfulness in addressing the scope of work (20 pts)

7.1.4. Demonstrated understanding of, and ability to meet schedule and budget and appropriateness of budget allocation by task (20 pts)

7.1.5. Demonstrated knowledge of the “smart growth areas” concept (see Section 1.2) that is the basis of the By-law Modernization Grants (15 pts)

7.2. The selection committee may elect to interview consultants prior to final selection.

7.3. The Town of Bristol reserves the right to seek clarification of any proposal submitted and to select the proposal considered to best promote the public interest. All proposals become the property of the Town upon submission. The cost of preparing, submitting, and presenting a proposal is the sole expense of the consultant. The Town reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified sources, to waive any formality and any technicalities or to cancel the RFP in part or in its entirety if it is in the best interest of the Town. This solicitation or proposals in no way obligates the Town to award a contract.

7.4. If the award of the contract aggrieves any firms, they may appeal in writing to the Town of Bristol Selectboard, P.O. Box 249, Bristol, VT 05443. The appeal must be post-marked within seven (7) calendar days following the date of written notice to award the contract. Any decision of the Town Selectboard is final.

8. CONTRACT REQUIREMENTS

8.1. The contract cannot start until the successful consultant enters into a written contract with the Town to perform the work subject to this RFP. The successful consultant will be expected to execute sub-agreements for each sub-consultant named in the proposal upon award of this contract.

8.2. The requirements of Section 19 Sub-Agreements of the State of Vermont document Attachment C: Standard State Provisions for Contracts and Grants, Revised December 15, 2017 shall be part of this Contract. The referenced Attachment C is located in Appendix 2.

8.3. Prior to beginning any work, the Consultant shall obtain Insurance Coverage and provide proof of insurance to the Town of Bristol as detailed in Section 8 Insurance of the State of Vermont document Attachment C: Standard State Provisions for Contracts and Grants, Revised December 15, 2017. The referenced Attachment C is located in Appendix 2.

8.4. Amendment:

Town of Bristol

Request for Proposals – ByLaw Review and Updates to Address Appropriate, and Affordable Housing in Bristol

Page 9 of 16

- 8.4.1. No changes or amendments of the agreement shall be effective unless documented in writing and signed by authorized representatives of Bristol and the Consultant.

9. MORE INFORMATION

9.1. Any questions or clarifications shall be directed to Kevin Hanson, Chair, Bristol Planning Commission (email – khanson.pc@gmail.com). Questions that provide substantial clarification to or impact of the Scope of Work will be responded to in writing to all Consultants under consideration.

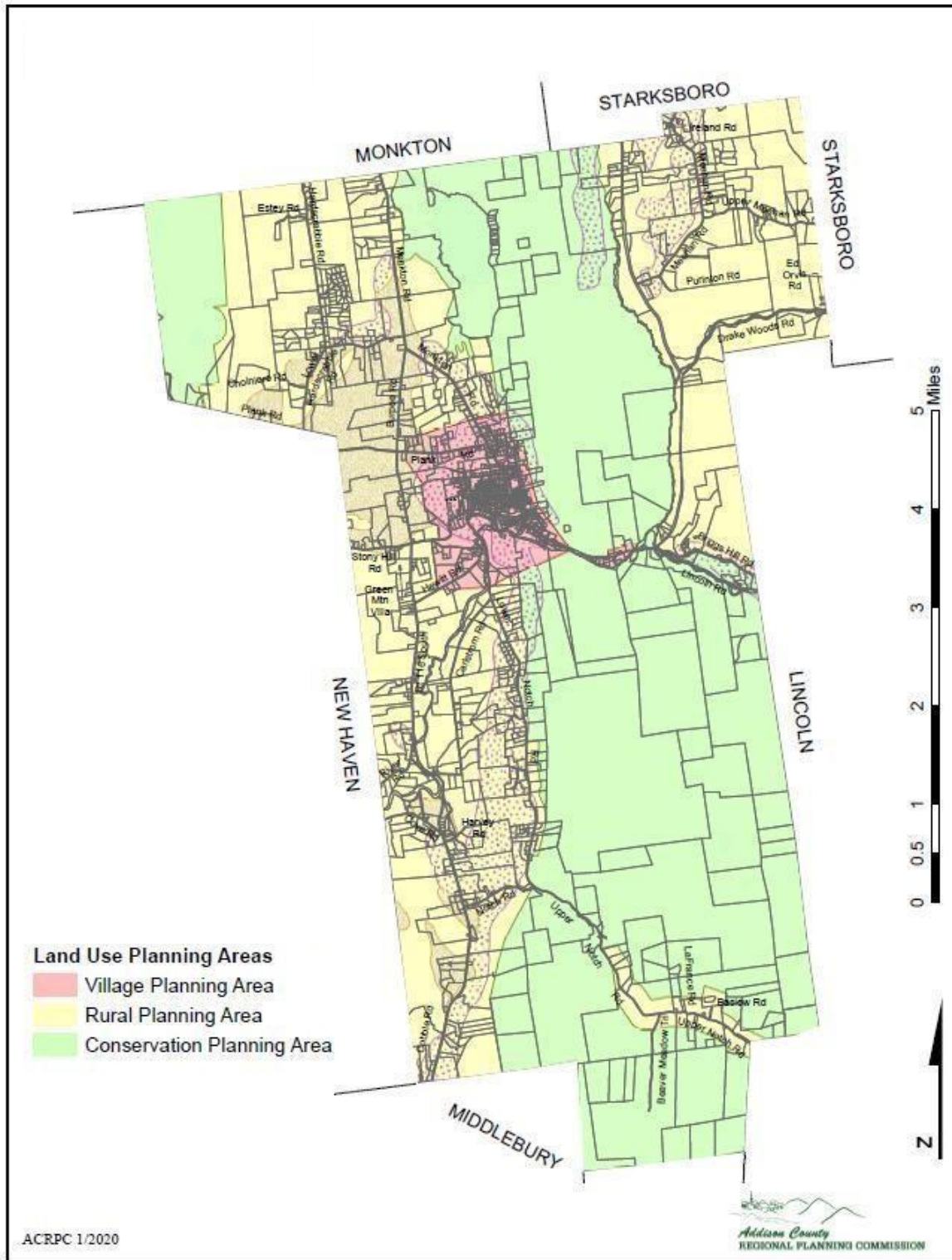
9.2. Proposals will be accepted until **12:00pm, Wednesday, March 9, 2022**, by e-mail to townadmin@bristolvt.org with “Bristol Bylaw Modernization RFP” in the subject line or by mail or hand delivery with “Bristol Bylaw Modernization RFP” on the envelope to:

Town of Bristol
1 South Street
P.O. Box 249
Bristol, VT 05443

The Town of Bristol is an equal opportunity provider and employer and does not discriminate on the basis of race, color, national origin, age, disability, religion, gender, or familial status.

Appendix 1

Land Use Planning Areas – Entire Town

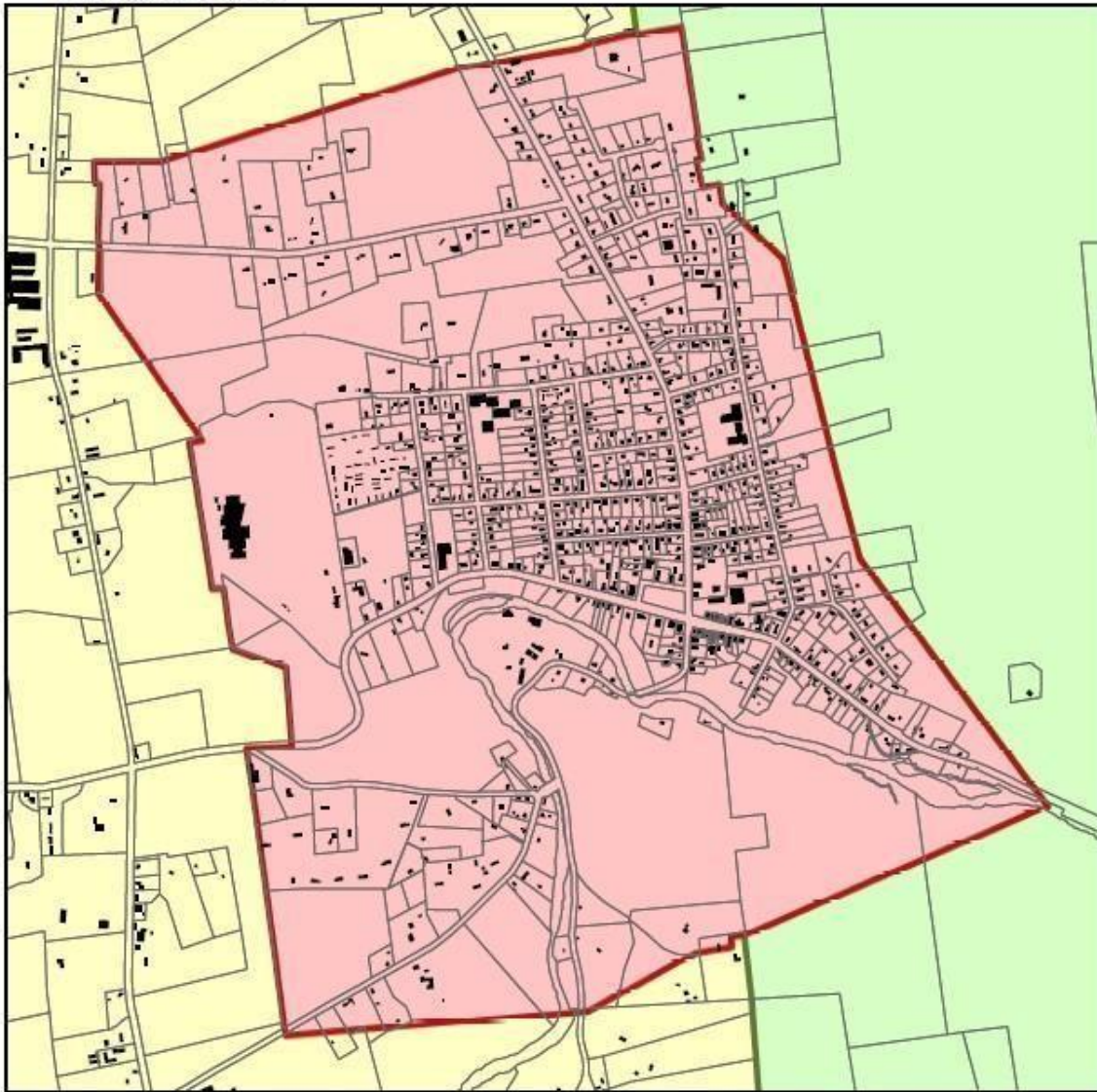


Appendix 1

Land Use Planning Areas – Village Planning Area

Land Use Planning Areas- Village Planning Area

Town of Bristol, VT



Land Use Planning Areas

-  Village Planning Area
-  Rural Planning Area
-  Conservation Planning Area

Sources:
Land Use Planning Areas: Bristol Planning Commission, 2012
Parcel Lines, 2019
Footprint Structures, Microsoft 2013



ACRPC 6/2020



Appendix 2 Attachment C: Standard State Provisions for Contracts and Grant Revised December 15, 2017, 5 pages

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Attachment C - Page 1 of 5

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS REVISED DECEMBER 15, 2017

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

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

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

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

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

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

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

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

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. **Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. **Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. **Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. **Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. **Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. **Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. **Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. **Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)