

STATE OF VERMONT GRANT AGREEMENT

Part 1 - Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 07110 HP22-020		² Original <input checked="" type="checkbox"/> Amendment # <input type="checkbox"/>	
³ Grant Title: Ilsley Public Library			
⁴ Amount Previously Awarded: \$ 0.00		⁵ Amount Awarded This Action: \$ 9,687.00	⁶ Total Award Amount: \$9,687.00
⁷ Award Start Date: December 20, 2021		⁸ Award End Date: December 31, 2023	⁹ Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
¹⁰ Vendor #: 39947	¹¹ Grantee Name: Town of Middlebury		
¹² Grantee Address: 77 Main Street			
¹³ City: Middlebury		¹⁴ State: VT	¹⁵ Zip Code: 05753
¹⁶ State Granting Agency: Department of Housing and Community Development			¹⁷ Business Unit: 07110
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	¹⁹ Match/In-Kind: \$9,687.00 50/50 match required		
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee DUNS #: n/a		²² Indirect Rate: n/a%	²³ FFATA: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
²⁴ Grantee Fiscal Year End Month (MM format):		(Approved rate or de minimis 10%)	²⁵ R&D: n/a
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11): n/a			

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$0.00	\$0.00	
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$9,687.00	\$9,687.00	Capital Fund

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ CFDA #	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
		\$0.00	\$0.00	\$0.00			\$0.00
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$0.00	\$0.00			\$0.00

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY		GRANTEE	
NAME: Caitlin Corkins		NAME: Dana Hart	
TITLE: Tax Credits & Grants Coordinator		TITLE: Library Director	
PHONE: 802-828-3047		PHONE: 802-388-4098	
EMAIL: caitlin.corkins@vermont.gov		EMAIL: dana.hart@ilsleypubliclibrary.org	

- 1. **Parties:** This is a Grant Agreement between State of Vermont **Agency of Commerce and Community Development** (hereinafter called “State” or “Agency”) and the **Town of Middlebury** with principal place of business at 77 Main Street, Middlebury, Vermont 05753 (hereinafter called “Grantee”). Grantee is not required by law to have a Business Account Number from the Vermont Department of Taxes.
- 2. **Subject Matter:** The subject matter of this Grant Agreement is **Historic Preservation Grant**
- 3. **Award Details:** Amounts, dates and other award details are as shown in the attached **Grant Agreement Part 1 – Grant Award Detail**. A detailed scope of work covered by this award is described in **Attachment A**.
- 4. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
- 5. **Cancellation:** This Grant Agreement may be suspended or cancelled by either party by giving written notice at least **30** days in advance.
- 6. **Attachments:** This grant consists of 14 pages including the following attachments that are incorporated herein:
 Attachment A – Scope of Work to be Performed
 Attachment B – Payment Provisions
 Attachment C – Customary State Grant Provisions
 Attachment D – Other Grant Agreement Provisions
- 7. **Order of Precedence:** Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
 Agreement
 Attachment C
 Attachment D
 Attachment A
 Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

By the State of Vermont:

By the Grantee:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Alex Farrell, Deputy Commissioner
Department of Housing and Community Development

Name: Kathleen Ramsay
Town of Middlebury

**ATTACHMENT A
PROJECT DESCRIPTION**

1. **Project Description:**

- A.** All work shall be done as described in the State-approved Estimate prepared by Willard Street Traditions, LLC, dated May 31, 2022, and submitted by Grantee (hereinafter referred to as the "Project").
- B.** The Project work shall include the following:
- i. Restore and weatherstrip six large windows with fixed transoms on the main block of the library, two smaller windows on the main block of the library, two large interior windows, one mid-sized interior window, and two entry doors with hinged transoms.
 - ii. Remove double-hung sash and transom sash and transfer to shop for repairs to include dutchman repairs as necessary, re-glazing of windows using Sarco type M glazing putty and shellac, painting with two coats premium latex or Ottosen linseed oil.
 - iii. On site, remove storm windows, repair wood decay found in jambs/sills. Assess parting beads for reuse or replacement in kind. Replace counterweight cords. Scrape and paint sills and jambs. Install v-strip adhesive weatherstrip and neoprene bulb seals. Reseal storm windows as necessary.
 - iv. Reinstall repaired sash windows and transoms. Upper double-hung sash will be held inoperable with window jacks. Restore proper function of lower sash.
 - v. Entry and vestibule doors will be removed from their openings. Cut channels along bottom edge to install modern door sweeps. Install bulb seals at jambs. Doors will then be re-hung and tuned for proper function.
 - vi. Hinged transoms will be removed from their openings. Install either bulb seals or adhesive v-strip weatherstripping and reinstall transoms.

The Project is further described in the Grantee's Grant Application as approved by the Vermont Advisory Council on Historic Preservation, except that if there is any conflict between this Agreement and the Grantee's Application then this Agreement shall govern.

- C.** The Project work shall be completed at least 30 days before the Award End Date identified on the first page of this Grant Agreement. The Accounting Report Form, attached as Appendix I, shall be submitted with all required attachments by the Award End Date.

2. **Project Work Standards:**

The Grantee shall:

- A. Ensure all Project work is performed in compliance with "Secretary of the Interior's Standards for Rehabilitation" codified in 36 CFR Part 68.
- B. Ensure all Project work is completed to high standards of workmanship using appropriate materials.
- C. Ensure all Project materials are installed following customary standards or subject specialists recommendations.
- D. Promptly halt all Project work and inform the State if buried archaeological resources are encountered during the Project, and preserve and protect the resources until the State notifies the Grantee that the Project work may continue.

3. **Hiring Contractors:** As a prerequisite to receipt of this Agreement, the Grantee has completed the appropriate procurement process and has provided Certificates of Insurance showing coverage of the types and limits described in Paragraph 7 of

Attachment C, and as required by Attachment D, for all contractors working on the Project.

4. **Publicity:** The Grantee shall acknowledge this Grant and credit the State in any newspaper, radio, television or other media publicity regarding the Project. Any construction sign posted at the Project Site shall identify that the Project was funded in part with Vermont Historic Preservation Grant Program Funds.
5. **Photographs:** The Grantee shall take photographs showing the completed work of the Project, highlighting each project component in the Project Description and, if feasible, photographs of the work in progress during major phases of the Project. Photographs shall be submitted in both printed form and on a CD in the .jpeg format.

Upon submission to the State, grant applicants relinquish rights to ownership or control over the photographs and digital images submitted to the State and that the photographs digital images shall become the property of the State. The Grantee will exercise due care in creating or selecting content for photographs to ensure that such images do not violate the copyright, trademark, privacy or similar rights of others. To the extent the Grantee uses copyrighted materials in performance of work under this Grant the Grantee shall document and provide the State with the precise terms of the licensed use granted to the State by the owner of the copyright for future use of the copyrighted material. The Grantee shall not use any copyright protected material in the creation of photographs under this Grant Agreement that would require the payment of any fee for present or future use of the same by the State.

Model releases. The grantee will be responsible for obtaining appropriate signed model release forms when photographing people and minors. All forms must be reviewed and approved by the State prior to use. Signed model release forms must be filed with the State at the same time images are distributed.

6. **Notice to the State:** The Grantee shall promptly inform the State of any significant problems, delays, or adverse conditions, actual or anticipated, which will materially affect the project objectives or prevent the Project from being completed by the Award End Date set forth above.
7. **Periodic Reporting Requirements:** The Grantee shall furnish the State with such periodic reports, statements and other documentary data and information as the State may request relative to the progress and status of the Project and the compliance with the terms and conditions of this Agreement.
8. **Continuing Obligations:**
 - A. The Grantee shall assume the cost of continued maintenance and repair of the property so as to preserve the architectural and historical integrity of the features, materials, appearance, workmanship and environment for a period of five (5) years from the date of execution of this Agreement in order to protect and enhance those qualities that made the property eligible for listing in the National Register of Historic Places. Nothing herein shall prohibit the Grantee from seeking financial assistance from any source available to the Grantee.
 - B. Grantee will consult in writing with the State and receive prior approval of any exterior or interior alterations, additions, or major rehabilitation projects relating to the Project for a period of five (5) years from the date of execution of this Agreement. The State's approval will not be unreasonably withheld. Ordinary and necessary repairs and maintenance not materially affecting the

Project shall not be considered as alterations. For purposes of this provision, "Project" means the building(s) improved with the Grant Funds provided under this Agreement.

- C. If Grantee sells or otherwise transfers ownership of the property on which the Project is located before these Continuing Obligations have expired, Grantee shall include these Continuing Obligations as a condition of the sale or transfer.

9. **State's Remedies for Grantee's Noncompliance with this Agreement:**

A. The Grantee's failure to comply with any of the terms and conditions of this Agreement shall constitute a material breach of this Agreement. If Grantee fails to remedy such breach within thirty (30) days after receiving written notice from the State, the State shall, to the full extent permitted by law, have each and all of the following rights and remedies:

1. The right to withhold any and all payments of the Grant Funds;
2. The right to demand and receive from the Grantee the return of any and all Grant Funds; and
3. Each and every additional right and remedy available to the State either at law or in equity.

B. The Grantee's failure to complete this Agreement by the Award End Date shall be deemed a material breach of this Agreement without the necessity of written notice as provided in Paragraph 9(A) above, and the State shall, to the full extent permitted by law, have each and every right and remedy as stated in Paragraph 9(A) above.

10. **Copyright:** Any material produced in whole or in part under this grant may be subject to copyright by the Grantee. However, the Grantee grants the Agency, its Departments, Divisions, Agents and assigns, a royalty-free, non-exclusive, perpetual, and irrevocable license to use, publish, disclose, distribute, modify, adapt, reproduce, and display, in whole or in part, such copyrighted materials prepared under this grant, for all purposes, by any means and methods, and in all known and hereafter existing media, medium, and technology, except as may be limited by any provision of law. To the extent the Grantee grants such uses of copyrighted material to the State, the Grantee shall document and provide to the State the precise terms of the licensed use granted to the State by the owner of the copyright.

(END OF ATTACHMENT A)

ATTACHMENT B
PAYMENT PROVISIONS

- A. The State shall make one payment to the Grantee in the form of reimbursement upon the completion of the Project and receipt of the following information:
1. Photographs of the Project consistent with the terms of Attachment A, Paragraph 5,
 2. A completed Accounting Report Form,
 3. Copies of all itemized bills in sufficient detail to document the work completed, and
 4. Payment verifications in the form of cancelled checks showing all expenditures.
- B. It is expressly understood and agreed that in no event will the total funds provided by the State exceed the Award Amount. Any additional funds required to complete the Project shall be the responsibility of the Grantee.

(END OF ATTACHMENT B)

**ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS & GRANTS
REVISED JULY 1, 2016**

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 the 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. In the event the

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

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

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

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

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 the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

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

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement.

Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

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

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

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 the Contract, 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. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. 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.

B. Internal Controls: In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

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 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.

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 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.

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 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

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. 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.

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

25. 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.

26. 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.

27. 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.

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

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

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

30 Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures

to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

31. 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.

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

(End of Standard Provisions)

**ATTACHMENT D
INSURANCE PROVISIONS**

1. Attachment C, Section 7. Insurance: is modified when a contractor will conduct all the work as follows:

- A. The requirements of General Liability and Property Damage may be met with homeowner's liability coverage with limits of \$300,000. Commercial coverage and additional insured status will not be required.

The requirements of Automotive Liability may be satisfied with family auto coverage with limits of not less than \$100,000. Additional insured status will not be required. If however, the grantee may use their vehicle to assist the contractor then the automotive liability shall be \$300,000.

- B. Regardless of whether the Contractor does all or some of the work, all contractors must meet the full insurance requirements and coverage limits contained in Attachment C, including listing the state, its agents and employees as additional insureds.

2. Attachment C, Section 7. Insurance: is modified when a Grantee will do some or all of the work as follows:

- A. The requirements of General Liability and Property Damage may be met with homeowner's liability coverage with limits of \$500,000. Commercial coverage and additional insured status will not be required.

The requirements of Automotive Liability may be satisfied with family auto coverage with limits of not less than \$300,000. Additional insured status will not be required.

- B. Regardless of whether the Contractor does all or some of the work, all contractors must meet the full insurance requirements and coverage limits contained in Attachment C, including listing the state, its agents and employees as additional insureds.

(END OF ATTACHMENT D)