



STATE OF VERMONT
LEGISLATIVE JOINT FISCAL OFFICE

REQUEST FOR PROPOSAL

FOR

REVENUE FORECASTING SERVICES

ISSUE DATE: July 15, 2024

QUESTIONS DUE BY: July 31, 2024 – 5:00 p.m. (EST)

RESPONSES DUE BY: August 16, 2024 – 4:30 p.m. (EST)

CONTACT: Chris Rupe, Associate Fiscal Officer
Emily Byrne, Deputy Fiscal Officer
Legislative Joint Fiscal Office
1 Baldwin Street
Montpelier, VT 05633
(802) 828-2295
JFORFP@leg.state.vt.us

The State will make no attempt to contact vendors with updated information. It is the responsibility of each vendor to periodically check the Joint Fiscal Office website (<http://ljfo.vermont.gov>) for any and all notifications, releases, and amendments associated with this RFP.

1.0 **OVERVIEW**

1.1 BACKGROUND: Through this Request for Proposal (RFP), the State of Vermont Legislative Joint Fiscal Office (JFO) is seeking to establish a contract with one vendor to provide revenue forecasting services.

- Services are proposed to commence on October 1, 2024 and continue for four years with an option to extend for up to one additional 12 month period if agreed to by both JFO and the vendor.
- A minimum of two, semi-annual revenue forecasts are required each year with the potential for additional forecasts at the direction of JFO.
- Each forecast will consist of source-specific estimates for the General, Transportation, and Education Funds, and other revenue sources (e.g., the Child Care Contribution payroll tax, cannabis taxes) as specified by JFO.
- Work will be performed as assigned by JFO in accordance with deadlines and criteria set by JFO.
- The work will be performed at the vendor's place of business, with occasional required travel to Montpelier for briefings and presentations, as assigned by JFO.

1.2 ISSUING OFFICE: This RFP is issued by the State of Vermont, Legislative Joint Fiscal Office, 1 Baldwin Street, Montpelier, VT 05633-5701.

1.3 ISSUE DATE: July 15, 2024

1.4 CLOSING DATE: The closing date for the receipt of the proposals is 4:30 p.m., Friday, August 16, 2024. The date and time is considered to be the local time of receipt at the State of Vermont, Legislative Joint Fiscal Office, 1 Baldwin Street, Montpelier, VT 05633-5701. Proposals or unsolicited amendments submitted after the designated date and time will not be accepted and will be returned to the respondent.

1.5 SUBMISSION INSTRUCTIONS: Please submit proposals as a PDF file via email to JFORFP@leg.state.vt.us. All proposals must be clearly marked "RFP – Revenue Estimating Services." Responses will not be accepted by mail, fax, or personal delivery.

1.6 QUESTIONS: Any vendor requiring clarification of any section of this RFP or wishing to comment or take exception to any requirements or other portion of this RFP must submit specific questions via email to JFORFP@leg.state.vt.us no later than 5:00 p.m. on July 31, 2024. Early submission of questions is encouraged. All questions shall be submitted in writing. Any objection to the RFP, or to any provision of the RFP, that is not raised in writing on or before the last day of the question period is waived. Soon after the close of the question period, a copy of all questions or comments and the State's responses will be posted on the JFO website.

1.7 CONTRACTOR PROPOSAL INFORMATION: This RFP in no way obligates JFO to award a contract to a respondent to this RFP.

All proposals will be screened for general acceptability and compliance with the RFP requirements as defined in Sections 2.0 and 4.0. If there is insufficient information to evaluate a specific feature, it will be assumed that the feature will not be supplied. It is in a respondent's best interest to be as thorough as possible in responding to this RFP.

1.8 FORMAT OF PROPOSAL: Proposals must address all of the requirements set forth in this RFP as described in Sections 2.0 and 4.0 and must be submitted according to Section 1.5.

1.9 LAWS: Any contract which may result from bids awarded to vendors shall be in conformity with, and shall be governed by, the applicable laws of the federal government and the State of Vermont.

1.10 DISCRIMINATION: The Contractor agrees to comply with all requirements of 21 V.S.A., chapter 5, subchapter 6, section 495A relating to fair employment practices.

2.0 DETAILED REQUIREMENTS AND SCOPE OF WORK

2.1 CONTRACTOR REQUIREMENTS: The Contractor must have experience and expertise in providing professional services in the area of revenue forecasting.

The Contractor must be willing to provide fixed-cost bids for specified deliverables.

Access to and copies of the Contractor's non-proprietary models, spreadsheets, and data for use by JFO staff will be established as part of the contract.

The Contractor must accept the Standard State Provisions for Contracts and Grants specified in Attachment C.

2.2 SCOPE OF WORK: The Contractor's responsibilities and associated deliverables would include the following:

2.2.1 Biannual Revenue Forecasts: The Contractor will prepare at minimum two revenue forecasts for Emergency Board¹ adoption each year. The January forecast is for the current fiscal year and two succeeding fiscal years. The July forecast is for the current fiscal year and the next fiscal year. The first scheduled forecast will be January 2025 for fiscal years 2025, 2026, and 2027.

¹ The Emergency Board is comprised of the Governor and four legislative "money chairs" – the chairs of the House Committees on Appropriations and Ways and Means, and the Senate Committees on Appropriations and Finance.

The forecasts will incorporate changes in law enacted during the most recent session of the General Assembly and include updated State and U.S. macro-economic assumptions, developed on a consensus basis with the Executive Branch economist if possible, utilizing the most current official State economic forecast from Moody's Analytics and/or other sources, as well as actual revenue collections from the preceding six months. This forecast will also include a preliminary estimate for the fiscal year two years hence. The forecast will be source specific for the General Fund, including selected health care categories, Transportation Fund, and applicable segments of the Education Fund. It will include estimates of other revenue sources identified by JFO, including the TIB dedicated funds, the fuel gross receipts tax, the payroll tax and related impacts, cannabis taxes, and the various tobacco taxes. Selected source forecast assumptions will also be provided to JFO, including gasoline gallonage population by single age, inflation and price data, etc.

Following adoption of the annual forecast by the Emergency Board, the Contractor will prepare monthly revenue estimates by source for the current fiscal year and develop a consensus staff recommendation for these estimates with the Executive Branch economist, if possible, for submission to JFO and Executive Branch. In addition to the official forecast prepared for Emergency Board adoption, the Contractor will prepare a five year outlook for general State planning use, and ten year forecast for use in the Capital Debt Affordability and other longer-term analyses, also on a consensus basis with the Executive Branch economist, if possible.

The Contractor will provide a written analysis to the State, including briefing materials, with a formal presentation of findings to the Emergency Board, and other required briefing presentations to party leadership and legislative committees, as designated by JFO.

- 2.2.2 Interim Forecast(s):** At the direction of JFO, the Contractor may be required to revisit and update the official forecast if actual revenue collections significantly deviate from the forecast or if significant changes in the external economic environment warrant an interim revenue forecast revision.

The Contractor will provide a written analysis to the State, including briefing materials, and will make a presentation of findings to the Emergency Board.

- 2.2.3 Education Fund Forecasting:** The Contractor shall provide Property and Population Education Fund Forecasts in October/November of 2024, 2025, 2026, and 2027, with review and updates, if necessary, in May of 2025, 2026, 2027, and 2028, including projections for the Equalized Education Grand List by component, income by level of income based on Census

household income data, various measures of inflation including the New England Economic Project Cumulative Price Index, home price appreciation, by homestead and non-homestead categories, current and constant dollar Gross State Product, public school enrollments, as needed, new construction additions to stock by type of building, Current Use Enrollments by property type, and single age population and other relevant demographic data and forecasts, in consensus with the Executive Branch, if possible.

2.2.4 Ad Hoc Services: As assigned by JFO, Contractor will be available, at reasonable times, to serve as an expert resource and consulting economist to the General Assembly. Such services will include analysis of proposed legislation or other federal, state, and economic changes which might impact revenues, the development of more comprehensive data and econometric models, additional legislative briefings and orientations, and attendance at meetings of the Capital Debt Affordability Advisory Committee. Such services shall be separately priced.

3.0 GENERAL REQUIREMENTS

3.1 INVOICING: All invoices must be submitted on a monthly basis by the Contractor on the Contractor's standard billhead and emailed directly to JFO at JFO_invoices@leg.state.vt.us. The invoice shall specify the address to which payments will be sent.

3.2 CANCELLATION: The State specifically reserves the right to cancel the contract, or any portions thereof, if, in the opinion of the Legislature's Chief Fiscal Officer, the services or materials supplied by the Contractor are not satisfactory or are not consistent with the terms of the contract. The State will consider cancellation upon discovery that the Contractor is in violation of any portion of the agreement, including an inability by the Contractor to provide the services offered in their response.

3.3 EVALUATION CRITERIA: Proposals will be evaluated and a contract may be awarded based on responsiveness to the scope of work and the best interest of the State. JFO will consider a respondent's expertise, experience, past accuracy, oral and written presentation skills, references, and pricing in evaluating the ability of vendors to deliver the required services. Finalists may be interviewed virtually or in person in Montpelier. Respondents will be responsible for all costs associated with responding to the RFP or with any required interview(s).

3.4 CONFIDENTIALITY & PUBLIC RECORDS: The successful response will become part of the contract file and will become a matter of public record, as will all other responses received. If the response includes material that is considered by the respondent to be proprietary and confidential under 1 V.S.A., chapter 5, the respondent shall clearly designate the material as such, explaining why such material should be considered

confidential. The respondent must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the respondent if the identified material were to be released. Under no circumstances may the entire response or price information be marked confidential. Responses so marked may not be considered.

3.5 CONTRACT TERMS: The selected respondent will sign a contract with JFO to provide the scope of work named in their proposal at the price listed or agreed upon. The contract will include the standard State provisions described in Attachment C. The terms and conditions from this RFP, and the Contractor's response, will become part of the contract.

3.6 STATEMENT OF RIGHTS: The State reserves the right to:

- Obtain clarification or additional information necessary to properly evaluate a proposal. Failure of a respondent to respond to a request for additional information or clarification could result in rejection of that respondent's proposal.
- Accept or reject any and all proposals, in whole or in part, with or without cause in the best interest of the State.
- Waive technicalities in submissions to assure a contracted service providing the greatest benefit to the State.
- Conform the selection process, award and/or proposed contract language, at any time during the procurement, to comply with state or federal statute, regulation, or grant requirements.
- Make purchases outside of the awarded contracts where it is deemed in the best interest of the State

3.7 NO PRE-AWARD EXPENSES: Entities preparing responses will not be compensated for their proposal efforts or for any travel associated with presenting the proposal.

3.8 TAXES: Most State purchases are not subject to federal or State sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. If taxes are to be applied to a purchase it must be so noted in the response.

3.9 ORDER OF PRECEDENCE: The order of preference for documentation will be the contract and attachments, the RFP, and the vendor's response and any amendments.

3.10 NO COLLUSION: The State is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree

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

4.0 RESPONSE CONTENT AND FORMAT

The instructions and format for the submission of proposals are designed to ensure the submission of data essential to the understanding and comprehensive evaluation of the respondent's proposal. There is no intent to limit the content of the proposals or in any way inhibit a presentation. The respondent may include such additional information or data as may be appropriate but shall not exclude any portion requested in this document. All proposals must contain the following information:

4.1 Transmittal Letter: A transmittal letter must accompany the proposal, signed by an individual authorized to legally bind the prospective contractor.

4.2 Description of Background and Experience: A description of the respondent and the type of work it typically performs, including details that demonstrate proven expertise and experience in providing services in the area of revenue estimating and knowledge of the use of information technology and the resources available to assist with such estimation processes.

4.3 Key Personnel: Identify the individual(s) who will perform the scope of work outlined in Section 2.2 of this document and describe their ability and experience to perform the work. Please provide a resume and/or description of qualifications of key personnel and the role each of them is expected to play.

4.4 Cost Proposal: Provide a proposed pricing structure as follows:

- A fixed price cost proposal for the two semiannual forecasts and potential interim forecasts.
- An hourly rate cost proposal for ad hoc services.
- Itemized travel-related expenses and/or materials costs may be reimbursed separately.
- Respondents may suggest alternative performance-based remuneration systems as part of their submission as a substitute to the rate-based proposals listed above.

4.5 References: Provide names and contact information for three references of clients who have used similar services.

4.6 Conflict of Interest Attestation: Include a statement which attests to the fact that the respondent has no conflict of interest, either direct or indirect, with the best interests of the State of Vermont.

4.7 Acceptance of Standard State Provisions: Include a statement indicating acceptance of the Standard State Provisions for Contracts and Grants provided in Attachment C, should the contract be awarded.

5.0 EXHIBITS

Attachment C: Standard State Provisions for Contracts and Grants

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS
REVISED DECEMBER 7, 2023

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. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgement, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. 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:

A. 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.

- B.** 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.
- C.** 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.
- D.** 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: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

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: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 *et seq.*) 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. Use and Protection of State Information:

- A.** As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 *et seq.* ("Confidential State Data").
- B.** With respect to State Data, Party shall:
 - i.** take reasonable precautions for its protection;
 - ii.** not rent, sell, publish, share, or otherwise appropriate it; and
 - iii.** upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C.** With respect to Confidential State Data, Party shall:
 - i.** strictly maintain its confidentiality;

- ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
 - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
 - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D.** If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits confidential State data in any electronic form or media, Party shall utilize:
- i. industry-standard firewall protection;
 - ii. multi-factor authentication controls;
 - iii. encryption of electronic Confidential State Data while in transit and at rest;
 - iv. measures to ensure that the State data shall not be altered without the prior written consent of the State;
 - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;
 - vi. training to implement the information security measures; and
 - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E.** No Confidential 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 United States, except with the express written permission of the State.
- F.** Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G.** State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at:
<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H.** In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

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 this 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, and shall include this provision in all subcontracts for work performed in Vermont. 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. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: 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.

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, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. 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), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011).

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 ("Confidentiality and Protection of State Information"); 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. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

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: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

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

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information 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 lockouts) ("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 use the State's logo or otherwise 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 this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement 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 Agreement immediately, and the State shall have no obligation to pay Party 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 Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. 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.
- 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 \$1,000, 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)