

STATE OF VERMONT



REQUEST FOR PROPOSALS
FOR
SOUND CONSULTING SERVICES

STATE OF VERMONT REQUEST FOR PROPOSALS

SOUND CONSULTING SERVICES

RFP RELEASED ON September 30, 2016

PROPOSAL DUE DATE: October 28, 2016, 2:00 pm

This RFP is issued by:

**The State of Vermont
Public Service Board**

**Proposals must be delivered to:
Brenda Chamberlin, Business Manager
Vermont Public Service Board
112 State Street, 4th Floor
Montpelier, VT 05620-2701**

I. INTRODUCTION

A. Purpose of this Request for Proposal

The State of Vermont Public Service Board (“Board”) is soliciting proposals for sound/acoustic advisory services in connection with the development of an administrative rule on sound from wind generation facilities. The Board is a three member, quasi-judicial board that supervises the rates, quality of service, and overall financial management of Vermont’s public utilities. The Board also reviews the environmental and economic impacts of proposals to construct and operate new electric energy generation facilities, including wind facilities.

Pursuant to Public Act No. 174 (“Act 174”) the Board must adopt rules regarding sound from wind generation facilities on or before July 1, 2017. In developing these rules, the Board must consider (1) standards that apply to all wind generation facilities; (2) a methodology for determining sound levels and measurement locations for each such facility on a case-by-case basis; or (3) standards that apply to one or more categories of wind generation facilities, with a methodology for determining sound levels and measurement locations for other such facilities on a case-by-case basis.

The Board seeks qualifications and terms from qualified consultants or firms for general guidance and assistance in considering various proposals for the required sound rule, and in understanding current and emerging acoustic, tonal, low-frequency, and infrasound science related to sound emitted from wind facilities, and sound monitoring protocols and procedures for those facilities throughout the state of Vermont.

B. Scope of Service Requested

The consultant(s) hired in connection with this request for proposals (“RFP”) will support the staff of the Board by providing expertise, technical assistance, research analysis and general guidance, as described in the tasks below. Respondents are encouraged to address their qualifications to assist on as many tasks as possible, and to propose collaboration with other consultants as appropriate.

Task 1. Respond to Board inquiries regarding all aspects and components of wind generation facility sound monitoring research, protocol and procedure, including acoustic, tonal, low-frequency, and infrasound monitoring, data collection, and analysis.

Task 2. Review the scientific/technical literature and brief the Board on the “state of the science” regarding sound emissions, sound monitoring, and potential environmental and public health impacts of acoustic, tonal, low-frequency, and infrasound emitted from wind facilities.

Task 3. Assist the Board in the review of information and proposed rules filed by stakeholders as part of the administrative rulemaking process, and in the review of any rule drafted by the Board.

Task 4. As requested, attend and participate in workshops, hearings, or legislative committee meetings

related to the administrative rulemaking proceeding.

C. Schedule

This will be an on-call contract with the successful respondent(s). A specific scope of work will be developed when specific services are needed. The consultant(s) selected and contracted for this work must be able to provide services as needed with reasonable notice, and must be able to complete assigned tasks on an agreed-upon work plan schedule in accordance with the terms and rates of the contract. The Board anticipates that the contract will be awarded for a term of up to one year. Most of the work to be performed under the contract will occur between October 2016 and May 2017.

D. Setting

General guidance and assistance will take place in the context of a general services consulting relationship between the Board and the selected consultant(s). The consultant(s) will be expected to respond to specific technical inquiries and assist with the review of relevant information and sound rule proposals within a reasonable time. The consultant(s) may be expected to provide a written summary of issues including findings and conclusions for review by the Board. One or more in-person meetings may be required to review the deliverables or to provide general guidance.

Consultants shall coordinate and collaborate in the development of their work plan and work schedule, work efforts, findings, conclusions, and policy positions with Board staff and other consultants where assignments or issues overlap when performing the above tasks.

E. Oversight

The overall contract will be managed by Board staff, who will be available for guidance and collaboration on related issues, proposed conclusions, and policy articulation. Contracts with the Board include performance criteria.

F. Final Deliverables and Work Product

The final deliverables and work product of the consultants resulting from work conducted under a contract resulting from this RFP will consist of:

1. Preparation of a work plan and a work schedule that allows time for Board staff to review the consultant's work in advance of filing within any schedule set by the Board.
2. Preliminary identification and assessment of issues, risks, and proposed solutions and recommendations.
3. Written memoranda or technical reports drafted in response to specific inquiries of the Board, including a description of the review methods, materials reviewed, conclusions, and, as requested, recommendations with supporting analysis.

4. Participation in workshops, hearings, or legislative committee meetings as requested related to the administrative rulemaking proceeding.

The consultants shall provide electronic copies of all deliverables, exhibits, and written products that constitute supporting work papers and any material intended to be submitted as responsive to Board inquiries. **Electronic materials shall be delivered in Word and Excel formats as appropriate.**

Reimbursement for time and materials will be by voucher based upon the actual staff time spent, at the rates agreed upon, and upon other actual costs incurred based upon documentation acceptable to the Board, subject to the maximum amount indicated.

G. Vendor Requirements

The following requirements are mandatory and are provided to assist vendors in their decisions to respond to this RFP.

1. The contract resulting from this RFP will adhere to Vermont's State Contract Provisions set forth in the State of Vermont Agency of Administration Bulletin 3.5, Appendix C, a copy of which is attached.
2. A vendor may engage in other business activities so long as those activities do not create a conflict of interest or an appearance of a conflict of interest. However, any other business activities of the vendor, or its principal employees, must be disclosed in writing to the Board. The vendor must give the Board a reasonable opportunity to determine whether any existing or new activity would or might create a conflict of interest or an appearance of a conflict of interest. If the Board reasonably objects to the new line of business, the vendor shall refrain from entering that line of business.
3. A vendor must commit to a contract with the State of Vermont for a period of up to one year.
4. A vendor must have a thorough understanding of the expected duties.
5. A vendor must have demonstrated experience in relevant fields.
6. A vendor must provide its own equipment, software, office space, and materials.

II. Responses to RFP and Evaluation of Responses

Proposal Format

All respondents to this RFP must include the following information:

1. A brief description of the firm, which includes its history, organizational structure, and qualifications of relevant professional staff, including names and resumes with detailed qualifications and levels of competence of all individuals proposed to perform services.

2. A list of recent work performed, particularly including contracts with or appearances before utility regulatory agencies, with a short narrative explaining the nature and extent of each engagement. In the case of sworn testimony and depositions, please include a comprehensive list of all such proceedings, including docket numbers of any contested cases, as well as the name and telephone number of a reference person familiar with the respondent's work.
3. A discussion of the respondent staff's expertise and experience relevant to the subject matter of this RFP.
4. A statement and discussion of the respondent's analysis of the RFP scope and requirements. This should include:
 - a. A proposed scope of services for the tasks listed and to which the respondent is choosing to respond, with an explanation of technical approaches and an outline of a proposed program for implementing the objectives of the RFP.
 - b. Statements and discussion of anticipated difficulties and problem areas, together with potential or recommended approaches for their solution.
5. A description of the rationale for the approach(es) identified, including:
 - a. An explanation of why the proposed approach is superior to other alternative approaches.
 - b. A statement of the extent to which the proposed approach and program can be expected to meet or exceed the requirements of the RFP.
6. Explanation of all known or probable scheduling constraints or limitations on staff availability.
7. A declaratory statement regarding the respondent's past, current, or potential relationships, obligations, and commitments with any entity engaged in developing, constructing, operating, maintaining, or monitoring any wind generation facility located in Vermont.
8. The consultants selected will be compensated on a time and materials basis. Please indicate the following:
 - a. Fees for staff time, showing the level of staff to be assigned, titles, and hourly rates.
 - b. Travel expenses, including estimated transportation costs, lodging, and subsistence, including all-in cost to attend meetings in Montpelier, Vermont.
 - c. Description of any overhead and other costs that may be billed.

Evaluation Criteria

Proposals will be reviewed by the Board and its staff. Proposals will be evaluated on the following criteria:

- Responsiveness of the bid to the requirements of the RFP;
- Related experience of the bidder;
- Qualifications of the bidder and the bidder's staff;
- The overall cost of the bidder's services; and

- Any other criteria the Board deems relevant.

Acceptance or rejection of any or all proposals will be determined by the exercise of the Board's sole discretion.

III. Deadline for Responses

The RFP timeline will be the following:

September 30, 2016	RFP Released
October 21, 2016	Last Date for Receipt of Questions
October 28, 2016, 2:00 p.m.	Proposals Due

Responses to this RFP and related correspondence must be delivered in hard copy and electronic format to:

Brenda Chamberlin, Business Manager
Vermont Public Service Board
112 State Street – 4th Floor
Montpelier, VT 05620-2701
or
via email: psb.businessmanager@vermont.gov

The Vermont Public Service Board will reply to any *written or emailed* vendor questions. Responses will be made available on the Board's website as soon as possible after the deadline for submitting questions.

Responses to the RFP shall be public records subject to the terms of the Vermont Access to Public Records Act (1 V.S.A. Chapter 5, Subchapter 3), and be made available for public inspection after a final contract for these services has been executed.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND 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)

1. **Parties.** This is a contract for services between the State of Vermont, _____ (hereinafter called "State"), and _____, with a principal place of business in _____, (hereinafter called "Contractor"). Contractor's form of business organization is _____. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of _____. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$ _____ .00.

4. **Contract Term.** The period of contractor's performance shall begin on _____, 20__ and end on _____, 20__.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Cancellation.** This contract may be canceled by either party by giving written notice at least thirty (30) days in advance.

8. **Attachments.** This contract consists of ___ pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 07/01/2016)

Attachment D - Other Provisions (if any)

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment D (if applicable)
- (3) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (4) Attachment A
- (5) Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: _____

Signature: _____

Name: _____

Title: _____

By the Contractor:

Date: _____

Signature: _____

Name: _____

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall:

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the State at the following address: _____
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows: _____