

Case No. 22-2954-PET

Efficiency Vermont

Attachment No. 1 - Contract No. 43791A

Submitted to

The Vermont Public Utility Commission

May 1, 2024

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, Department of Public Service (hereinafter called “State”), and the Vermont Energy Investment Corporation, with a principal place of business in Winooski, VT (hereinafter called “Contractor”). Contractor’s form of business organization is a Non-Profit Corporation. 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 providing weatherization incentives and services. 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 \$25,000,000.00.

4. **Contract Term.** The period of Contractor’s performance shall begin on January 29, 2024 and end on December 31, 2026.

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.

5A. **Sole Source Contract for Services.** This Contract results from a “sole source” procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950.

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. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

a. For the Contractor:

Name: Dave Westman

Phone: 802-540-7668

Email: dwestman@veic.org

b. For the State:

Name: Kelly Launder

Phone: 802-828-4039

Email: kelly.launder@vermont.gov

9. **Attachments.** This contract consists of 26 pages including the following attachments which are incorporated herein:

Attachment A – Scope of Work to be Performed and Monitoring/Reporting Requirements

Attachment B – Payment Provisions

Attachment C – Standard State Provisions for Contracts & Grants

Attachment D – State Fiscal Recovery Fund Program Assurances for Revenue Loss Programs

Attachment E – Other State and Federal Provisions

Attachment F – Certification Regarding Use of Contract Funds for Lobbying

10. **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 for Services

(2) Attachment C - Standard Contract Provisions for Contracts and Grants)

(3) Attachment D - State Fiscal Recovery Fund Program Assurances for Revenue Loss Programs

(4) Attachment E Other State and Federal Provisions

(5) Attachment A

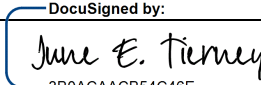
(6) Attachment B

(7) Attachment F- Certification Regarding Use of Contract Funds for Lobbying

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: 2/1/2024 | 5:59:04 PM EST

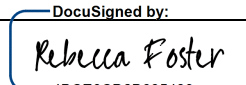
Signature: 
3B0ACAACB54C46E...

Name: June E. Tierney

Title: Commissioner

By the Contractor:

Date: 2/1/2024 | 2:00:26 PM PST

Signature: 
4BCE0CD2B085439...

Name: Rebecca Foster

Title: Chief Executive Officer
rfoster@veic.org

ATTACHMENT A – STATEMENT OF WORK

The Contractor, through its Efficiency Vermont operations, shall undertake, perform, and complete a project that shall include the following on behalf of the State: increased weatherization of residential units occupied by low-or moderate-income (LMI) households (those with household income below 120% of Area Median Income (AMI), with low-income (LI) being those with household incomes under 80% of AMI and moderate-income (MI) being those with household incomes 80-120% of AMI) throughout Vermont. The Parties may change these income eligibility requirements upon completion of a contract amendment.

At a high-level, the State's primary objective of awarding this contract is to increase access to and implementation of weatherization services for LMI Vermonters, which represents a market segment significantly impacted by COVID-19 and a market segment that could benefit significantly from these additional financial resources. The Contractor will help the State to achieve this primary objective by providing incentives to LMI Vermonters who complete a weatherization¹ or weatherization-related project, providing bolstered technical assistance directly to customers, and providing home repair incentives for weatherization-related repairs deemed necessary to weatherize. Programming will be focused on MI Vermont households; however LI customers who do not wish to pursue Weatherization Assistance Program services will not be excluded.

In recognition of the importance of equitable statewide access to services, Contractor will focus efforts on increasing uptake of weatherization in Qualified Census Tracts (QCT)² and/or other areas where participation and market penetration have been low. This will be accomplished through focused marketing campaigns, increased outreach and engagement, and partnerships with local entities working within the housing and community space. At a halfway point of program spending (~\$12.5 M), the Contractor will report spending actuals by county, and the State will evaluate whether or not contract funds are being spent equitably across Vermont counties, and the Contractor will recommend program adjustments to the State as needed.

For all of the services provided under this contract LMI households receiving specific benefits will undergo a self-attestation screening process for income facilitated by the Contractor to provide reasonable assurance of eligibility for LMI services. The income self-attestation process will be consistent with other relevant Energy Efficiency Utility and/or Tier 3 programs under the direction of the State.

¹ Home Performance with ENERGY STAR (HPwES) or *equivalent* level of high-performance weatherization.

² HUD QCTs for Vermont include the following towns: Bennington County 9709.00, 9712.00; Caledonia County 9574.00, 9575.00; Chittenden County 3.00, 6.00, 24.00, 39.00, 41.00, 42.00 (Winooski, Burlington, South Burlington Areas) ; Franklin County 103.00, 107.00 (St. Albans) ; Orleans County 9515.00; Washington County 9551.00, 9552.00; Windham County 9685.00.

LMI single-family (1-4 units) weatherization incentives

Weatherization incentives will cover up to 75% of total project costs for moderate income, and 90% for low-income households for Efficiency Vermont weatherization programs³, with a maximum per-unit incentive of \$9,500 for LMI Vermonters during the period of this contract, at the direction of the State. The weatherization projects may be reported to Efficiency Vermont either through its standard rebate processing tool or through an energy modeling software.

In addition to the statewide marketing and engagement the Contractor currently provides in its Efficiency Vermont operations, the Contractor will also support direct marketing or other tactics that increase awareness and encourage participation of comprehensive weatherization projects within harder-to-reach areas where participation and market penetration have been low. Tactics that target these areas may include direct mail to LMI customers, print and digital advertising within specific geographic areas, targeted social media and online forums (such as Front Porch Form), surveys, web content, and in-person community engagement. Any other tactics will be subject to prior written approval by the State prior to inclusion by the Contractor and limited to amounts presented in the contract budget included in this agreement.

Results tracked and reported by county:

- Total housing units completed (designate income range – below 80% of AMI or 80-120% AMI)
- Total energy savings (MMBtu)
- Total greenhouse gas reductions (metric tons of CO₂e)

Approaching 50% of contract amount expended, Contractor will report to the State the current results and impact, including:

- Portion of contract funds allocated to Qualified Census Tracts and/or other areas where participation and market penetration have been low
- Adjustments (if any) to ensure benefits are delivered equitably

Table 1 – Estimated annual Weatherization projects and spending

Enhanced HPwES	2024	2025	2026	Total
Number of Projects to be completed	489	589	689	1,767
Incentive Costs	\$4,400,000	\$5,300,000	\$6,200,000	\$15,900,000
Total Costs	\$5,800,000	\$6,800,000	\$7,900,000	\$20,500,000

³ Home Performance with ENERGY STAR (HPwES) or *equivalent* level of high-performance weatherization

Weatherization Technical Assistance Services

The Contractor will provide technical assistance to individual homeowners to address their questions and orient them towards completing weatherization projects. The Contractor will act as an energy liaison informing customers about the many opportunities and benefits weatherization will bring to their household, based on their unique circumstances. This will prepare customers for proceeding with their weatherization work and will relieve pressure on contractors.

The technical assistance would follow the scope of what Contractor staff already provide through their Home Advisor services. Specific technical assistance services allowable under this contract include: residential walkthroughs, recommended measures/scope in alignment with weatherization standards (including repairs), financial cost-benefit analyses, diagnostic testing, home data collection, direct communication with EEN members to pass along information collected, and Quality Assurance/Quality Control.

Results tracked and reported by county:

- Total customers served.

Table 2 – Estimated annual technical assistance and spending

Technical Assistance Services	2024	2025	2026	Total
Approximate Number of Customers Served	270	270	270	810
Costs (labor and travel only; no incentives)	\$100,000	\$100,000	\$100,000	\$300,000

Home Repair

The Contractor will provide incentives for home repairs that are deemed necessary through Contractor-led technical assistance or by the customer’s weatherization contractor ahead of weatherization work. The Contractor will develop, subject to State approval to the extent not already in accordance with existing State-approved guidelines, a list of prescriptive measures that can be used as a benchmark, with some room for home repairs that may be unique and tailored to a specific home’s circumstances.

The Contractor will explore relationship building with contractors who provide home repair services and will make connections between these companies and current EEN members where needed to ensure seamless service delivery for customers who need home repairs. The Contractor will ensure that home repair incentives are required to be part of the scope of a

weatherization project ahead of payment, with a maximum home-repair incentive of \$15,000 per project.

Results tracked and reported by county:

- Total projects completed

Table 3 – Estimated annual Home Repair projects and spending

Home Repair	2024	2025	2026	Total
Approximate Number of Projects	50	50	50	150
Incentive Costs	\$750,000	\$750,000	\$750,000	\$2,250,000
Total Costs	\$1,000,000	\$1,000,000	\$1,000,000	\$3,000,000

PROGRESS AND COMPLETION

The Contractor shall begin the work on the date of commencement as defined under “Contract Term” on Page 1 of this contract and shall carry the work forward expeditiously with adequate forces and shall achieve completion within the contract term.

If in the opinion of the State, the Contractor is failing to carry out the work in such a manner that it appears that the completion date can be assured (including meeting the annual project completion and spending estimates included in the tables 1-3 above), the State shall request that the Contractor develop a corrective action plan. The plan will be submitted to the Department within 15 business days of request and will be subject to Department approval. Once approved the Contractor will have a reasonable amount of time, but not more than two months (unless more time is approved by the Department), to implement measures specified in the plan and another month to see if the implemented measures are having the desired results to provide reasonable assurance of completing the work within the contract period. If in the State’s opinion the Contractor fails to properly implement the corrective action plan or if the implemented measures don’t accelerate the work at a pace that would provide reasonable assurance of the work being completed within the contract period the State shall have the right to submit a request to the Vermont General Assembly to decrease the total contract award amount and reallocate a portion or all of the remaining unobligated funds.

REPORTING REQUIREMENTS

Reporting is **REQUIRED** under this agreement. Reporting under this agreement will include: Quarterly Progress Reporting, Final Reporting, and Annual Indirect Cost Proposal and Reconciliation (if required).

Progress Reporting

The following reports are **REQUIRED** and shall be submitted via email to the State Contract Administrator. The Department reserves the right to request reporting on a more regular basis,

such as monthly, or on an ad hoc basis if needed. The State acknowledges that any requests for more frequent or ad hoc reporting may necessitate budget changes.

1) Quarterly Reporting – Metrics and Narrative Requirements

Quarterly reports shall be submitted via e-mail on or before the following dates:

January 15

April 15

July 15

October 15

The Quarterly Report shall provide a concise status of work, following the outline below.

- State the period covered by the report.
- A written comparison of the actual project milestones with the scope of work established for the reporting period; if milestones for the reporting period were not met, a detailed description of the variance shall be provided.
- A written summary of marketing campaigns, outreach and engagement, and partnerships with local entities undertaken during the period as described in the statement of work and as shown in the budget of this contract.
- Schedule Status. List milestones, anticipated completion dates and actual completion dates.
- Describe any actual or anticipated problems or delays and any actions taken or planned to resolve them.
- Describe any absence or changes of key personnel or changes in consortium/teaming arrangement during the reporting period.

Results tracked and reported by County:

- Total housing units completed and income range – below 80% of AMI or 80-120% AMI)
- Total home repair projects completed
- Total number of customers provided with technical assistance
- Total energy savings (MMBtu or MWh)
- Total greenhouse gas reductions (Metric Tons of Carbon-Dioxide equivalents)

2) Final Reporting - Metrics and Narrative Requirements

The Contractor will prepare a final report evaluating the project, which shall include:

- A concise narrative summary of the activities undertaken in the contract period, including marketing campaigns, outreach and engagement, and partnerships with local entities undertaken during the period as described in the statement of work and as shown in the budget of this contract.
- An accounting of all metrics listed in item 1 above for the
 1. final quarter of the project
 2. total metrics for the entire project term
- Materials created and/or disseminated as part of the project including presentations, press releases, articles, etc.

Deadline

Final Report

30 days after the completion of the final project.

Other ReportsContractor Annual Report:

Contractors must submit a Contractor Annual Report to the Vermont Department of Finance & Management within 45 days after their fiscal year ends. This report consolidates two separate reports that were previously required: the Certification of Audit Requirement and the Contractor Schedule of Federal Expenditures.

Incident Report:

The Contractor must report the following events by e-mail as soon as possible after they occur:

1. Developments that have a significant favorable impact on the project.
2. Problems, delays, or adverse conditions which materially impair the Contractor's ability to meet the objectives of the award. Report any of the following incidents (include the anticipated impact and remedial action to be taken to correct/resolve the situation):

- a. Any significant environmental permit violation.
- b. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes.
- c. Any event which is anticipated to cause a significant schedule slippage or cost increase.
- d. Any other incident that has the potential for high visibility in the media.

The Contractor must obtain prior written approval for changes of substance in the project scope of work from the PSD Contract Administrator. Changes with the budget must be addressed according to Attachment B – Payment Provisions.

(End of Attachment A)

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 email addresses: psd.invoice@vermont.gov and kelly.launder@vermont.gov

Upon submission of an invoice by the Contractor, accompanied by documentation sufficient to reflect all costs claimed to have been incurred in performing the project tasks the Department of Public Service (PSD) will reimburse the Contractor for:

1. Labor expenses
2. Sub-contractor and other expenses as defined in the budget below.

3 Year Budget Table

Programs Summary	Wx	Home Repair	Tech Assist	Total
Labor (Labor, PTO, Fringe, G&A, and indirect)	\$1,614,914	\$450,275	\$372,102	\$2,437,291
Incentives	\$15,900,000	\$2,250,000	\$0	\$18,150,000
Subs & ODCs	\$1,064,000	\$63,000	\$0	\$1,127,000
Marketing	\$755,000	\$30,000		\$785,000
Energy Modeling	\$255,000	\$15,000		\$270,000
ODCs (travel, materials, supplies)	\$54,000	\$18,000		\$72,000
Core IT	\$651,900	\$92,250	\$0	\$744,150
Indirect (Incentives, Subs, ODCs)	\$1,136,588	\$154,971	\$0	\$1,291,559
Performance Award	\$1,250,000			\$1,250,000
Total	\$21,617,403	\$3,010,496	\$372,102	\$25,000,000

Programs Summary	2024	2025	2026	Total
Labor (Labor, PTO, Fringe, G&A, and indirect)	\$712,054	\$835,055	\$890,182	\$2,437,291
Incentives	\$5,150,000	\$6,050,000	\$6,950,000	\$18,150,000
Subs & ODCs	\$382,000	\$364,000	\$381,000	\$1,127,000
Marketing	\$285,000	\$250,000	\$250,000	\$785,000
Energy Modeling	\$75,000	\$90,000	\$105,000	\$270,000
ODCs	\$22,000	\$24,000	\$26,000	\$72,000
Core IT	\$211,150	\$248,050	\$284,950	\$744,150
Indirect (Incentives, Subs, ODCs)	\$370,644	\$429,738	\$491,177	\$1,291,559
Performance Award		\$625,000	\$625,000	\$1,250,000
Total	\$6,825,848	\$8,551,843	\$9,622,309	\$25,000,000

Travel miles will be paid at the Federal IRS rate.

Labor expenses will be listed on invoices as names of individuals working on the administration or delivery of the program along with hours worked and hourly rates. Efficiency Vermont shall provide a list of titles and names of individuals upon request by the Department and may include but shall not be limited to the following position titles responsible for working on the grant.

Rates (hourly) (based on actual salaries)

Positions	NTE Y1	NTE Y2	NTE Y3	NTE Y4
Associate Program Manager	\$37.26	\$39.50	\$41.87	\$44.38
Program Manager 1-2	\$40.93	\$43.39	\$45.99	\$48.75
Program Manager 3-4	\$60.23	\$63.84	\$67.67	\$71.73
Portfolio Manager	\$78.35	\$83.05	\$88.03	\$93.32
EVT Director-level	\$89.19	\$94.54	\$100.21	\$106.23
Community Engagement Manager	\$73.39	\$77.79	\$82.46	\$87.41
Engineering Consultant	\$65.11	\$69.02	\$73.16	\$77.55
Customer Support Manager	\$64.43	\$68.30	\$72.39	\$76.74
Marketing Staff	\$82.56	\$87.51	\$92.76	\$98.33
EVT Regulatory Staff	\$86.68	\$91.88	\$97.39	\$103.24
Energy Services Staff	\$65.00	\$68.90	\$73.03	\$77.42
Data and Technical Solutions Staff	\$68.75	\$72.88	\$77.25	\$81.88

PTO, Fringe, Indirect, and G&A will be billed on separate line items. Fringe, Indirect, and G&A will be billed at rates approved on the NICRA.

The Contractor agrees that all funds shown in the budget are to be spent as detailed. If State funds are not to be spent exactly as detailed in the budget, the Contractor must obtain written approval from the Contract Administrator prior to the expenditure of such funds as defined below.

- Any change in the hourly rate, indirect rate, or fringe rate.

- Transfers of Funds Among Cost Categories.
 - The Contractor agrees that all funds shown in the budget are to be spent as detailed. If State funds are not to be spent exactly as detailed in the budget, the Contractor must obtain written approval from the Contract Administrator prior to the expenditure of such funds as defined below.
 - Any change in the hourly rate, indirect rate, or fringe rate.
 - Transfers of Funds Among Cost Categories.
 - The Contractor is required to obtain the prior written approval from the Contract Administrator when the cumulative amount of expenses incurred for a cost category is expected to exceed the amount shown in budget table
 - The Contractor is required to notify the Contract Administrator of any transfer of funds among cost categories in the budget table.

The Contractor may subcontract its performance under the terms of this contract only as authorized in this agreement or with prior written approval of the Contract Administrator. Specifically, the Contractor is authorized to subcontract for energy-modeling and marketing activities as shown in the budget; this authorization satisfies the requirement for prior written approval under Section 19 of Attachment C of the Contract.

- Any approved subcontractors must be notified of the requirements imposed on these contract funds by federal laws, regulations and provisions of this contract as well as any supplemental requirements that pertain directly to these funds.
- Any approved subcontractor's written subcontract must include terms that require the subcontractor to establish a written plan and maintain it for the duration of the subcontract in order to enable subcontractor, Contractor, or the State to monitor the use of the funds.

Payment of Performance Award

The Contractor will be eligible to receive a performance award up to \$1.25M (5% of the \$25M total contract amount) based on the completion of weatherization projects as detailed below.

- 50% of the award (\$625,000) will be paid when 883 (50% of the estimated 1,767 weatherization jobs) are completed.
- An additional 25% of the award (\$312,500) will be paid when 1,325 (75% of the estimated 1,767 weatherization jobs) are completed.
- The remaining 25% of the award (\$312,500) will be paid on a per project basis for any projects beyond completion of 1,325 weatherization jobs at the end of the contract period. For the remaining 442 projects the performance award will be \$706/per weatherization job completed up to the total remaining performance award (\$312,500). No additional performance award beyond the total of \$1.25M will be paid even if the total weatherization jobs completed exceed the estimated 1,767 jobs.

To receive the performance award as specified above, the Contractor shall submit separate invoices from the regular program expenses, which include a cumulative list of weatherization projects completed that specify the home/building owner name, address, and incentive amount.

(End of Attachment B)

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

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

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

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

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

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

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

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

the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

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

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

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

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

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

- Premises - Operations

- Products and Completed Operations

- Personal Injury Liability

- Contractual Liability

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

- \$1,000,000 Each Occurrence

- \$2,000,000 General Aggregate

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

- \$1,000,000 Personal & Advertising Injury

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

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

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

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

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

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

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

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

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

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

16. Taxes Due to the State:

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

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

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

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

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

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

other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

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

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

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

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

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

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

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

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

27. Termination:

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

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

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

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

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

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must

be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

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

(End of Attachment C)

ATTACHMENT D
State Fiscal Recovery Fund Program Assurances for Revenue Loss Programs
Issued on October 31, 2022

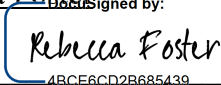
An authorized signatory of Vermont Energy Investment Corporation must attest to the following by initialing next to the statement and signing this document.

1. I have the authority to request payment from the State of Vermont.
2. Vermont Energy Investment Corporation will report on incurred expenses and/or losses, in a form and at a frequency prescribed by the State of Vermont.
3. To the extent that actual expenditures or demonstrated need is less than the total award amount, Vermont Energy Investment Corporation agrees to return the balance of unspent funds to the State of Vermont.
4. Vermont Energy Investment Corporation must repay the award or portion of the award to the Vermont Department of Public Service if: any funds received were issued in error; are based on incorrect representations made to the Vermont Department of Public Service; or any costs forming the basis of an award under this program are covered by other federal funds or federally forgiven loans received by Vermont Energy Investment Corporation. I agree that the final determination of whether there has been a duplication of benefits and the amount to be repaid, if any, will be made by the Vermont Department of Public Service.
5. Vermont Energy Investment Corporation will submit reports as required by the State of Vermont, Agency of Administration, and/or Vermont Department of Public Service
6. The Vermont Department of Public Service may share the information on this award with other Vermont state agencies, and other Vermont agencies can share information with the Vermont Department of Public Service for the purpose of verifying Vermont Energy Investment Corporation's eligibility for this or another award or stimulus payment related to the COVID-19 pandemic.
7. Vermont Energy Investment Corporation authorizes the State of Vermont to share data relevant to this award with the U.S. Department of Treasury, including but not limited to previously submitted W-9 data that is related to this award.
8. All of Vermont Energy Investment Corporation's tax returns are completed and filed through the date of application filing.
9. Vermont Energy Investment Corporation complies with local, state, and federal labor laws.
10. Vermont Energy Investment Corporation is in good standing with the Vermont Secretary of State.

11. I attest, under penalty of perjury, that all information provided on this form is true and accurate. I understand that the State of Vermont will rely on this certification as a material representation in making this award. Further, I understand that intentional misrepresentation of information is fraud and may subject me or my organization to disqualification from receiving further benefits, administrative penalties, and criminal prosecution.

12. Vermont Energy Investment Corporation understands that, if federal guidance on the regulations of the State Fiscal Recovery Fund change, it may change the terms of this award.

Printed Name: Rebecca Foster

Authorized Signature: 4BCE6CD2B685439...

Title: Chief Executive Officer

Organization Name: Vermont Energy Investment Corporation

Date: 2/1/2024 | 2:00:26 PM PST

(End of Attachment D)

ATTACHMENT E: Other State and Federal Provisions for Contractors**Requirement for contractor to obtain and maintain a unique entity identifier**

(a) The contractor is required to obtain and provide to the state a unique entity identifier through registration in the System for Award Management (SAM) (currently at <https://www.sam.gov>).

(b) The contractor is required to remain registered in the SAM database for the duration of the contract period, and after the initial registration the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete.

Prevailing Wage

Per Act No. 183, An Act Relating to Economic and Workforce Development, Sec. 71a “Except as provided in subsection (b) of this section, any contract awarded for a maintenance, construction, or improvement project that receives \$200,000.00 or more in American Rescue Plan Act (ARPA) funds shall provide that all construction employees working on the project shall be paid not less than the mean prevailing wage...” [emphasis added]”

Vermont Prevailing Wage Rate Note is available at: <https://tinyurl.com/yc65848e>.

Information on Vermont’s Prevailing Wage and a complete list of occupations and associated wage rates are available on at: <http://www.vtlni.info/lmipub.htm>.

Minority and Women Business Enterprises (M/WBE)

It is the policy of the State of Vermont that M/WBE's shall have the maximum opportunity to participate in the performance of contracts financed with state funds. All Bidders are encouraged to contact M/WBE's in an effort to recruit them to submit proposals for the work or portions thereof. The subrecipient shall not discriminate on the basis of race, color, national origin or sexual orientation in the award and performance of subcontracts.

Suspension and debarment

Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. The regulations in 2 CFR part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Never contract with the enemy

Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

Prohibition on certain telecommunications and video surveillance services or equipment

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

Domestic Preferences for Procurements

(a) As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Contract.

(b) For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
4. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General
 - a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
 - b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
 - c. No compensation will be allowed for items eliminated from the Contract.
 - d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

Requirements Pertaining Only to Federal Grants and Subrecipient Agreements

Section 31 of Attachment C, entitled "Requirements Pertaining Only to Federal Grants and Subrecipient Agreements", by its terms, does not apply to this contract.

(End of Attachment E)

ATTACHMENT F
CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

1. The prospective contractor certifies, to the best of his or her knowledge and belief, under the penalties of perjury under the laws of the State of Vermont and the United States that on behalf of the person, firm, association, or corporation he or she represents, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective contractor also agrees that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

DocuSigned by:

4BCE6CD2B685439...

(Signature of Official Authorized to Sign Contracts)

Rebecca Foster, Chief Executive Officer
(Printed name and Title of Signatory)

2/1/2024 | 2:00:26 PM PST

(Date)

(End of Attachment F)