



**Windham County Economic Development Program  
Competitive Grant  
Request for Proposals  
2016**

**NOTE: Blue underlined text are hyperlinks. Click for additional information.**

Competitive Grants  
Request for Proposals

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## 1.0 Introduction and Background

The State of Vermont, Agency of Commerce and Community Development (ACCD), is seeking proposals for competitive grants that will promote economic development in Windham County, as specified below.

In 2013, Governor Shumlin and his team negotiated a Memorandum of Understanding between the State of Vermont and Entergy. Among other considerations, Entergy agreed to provide \$2 million per year for five years to the State of Vermont “to promote economic development in Windham County.” These funds are being administered by the Agency of Commerce and Community Development (ACCD), in cooperation with the Windham County Economic Development Program Advisory Council in a program referred to as the Windham County Economic Development Program (WCEDP).

The WCEDP is meant to promote economic development in Windham County by providing funds to stimulate job creation through business start-up, expansion, or relocation, encourage entrepreneurial activity, and strengthen the economic development infrastructure to ensure a strong foundation for transformational economic activity. The primary focus of the program will be private sector job creation and retention, and direct support of entrepreneurial activities, followed by support of systems and activities that encourage an entrepreneurial, innovation and business start-up environment and culture. Funds are made available through a revolving loan program administered by the Vermont Economic Development Agency (VEDA), incentive packages negotiated by ACCD with regional partners, non-competitive grants made by ACCD, and the competitive grants that are the focus of this RFP.

The grants that may be awarded to respondents to this RFP are made through a competitive selection process and applicants are advised that there is a limited amount of funds available for each round. It is likely that the scoring, selection, prioritization and allocation process will result in some projects not being funded at all and others being funded at less than the level requested. The application process occurs in two steps: 1) Letter of Intent to Apply (LOI) and, if an LOI is approved, 2) Full Grant Application. Only projects that meet eligibility requirements and address the economic development objectives listed in Section 2.2 of this RFP will be considered for funding.

## 2.0 Eligibility

### 2.1 General Eligibility

Each year in which funds are available for competitive grants, an RFP will be published that details the types of projects that are eligible for competitive grant funding that year. Generally, WCEDP competitive grant funds will provide grants to non-profits, municipalities, or quasi-governmental agencies for projects that:

- Occur in or directly benefit Windham County;
- Promote economic development in Windham County;
- Advance the goals and objectives of the region’s [comprehensive economic development strategy](#).
- Address the economic development objectives of Section 2.2 of this RFP;
- Result in entrepreneurial activity, business start-ups, business expansions, business relocations, or other economic activity that is transformative for the economy in relation to the size of the grant request;
- Maximize partnerships, collaborations, and/or coordination; and
- Leverage other funds to maximize program impact.

Only one Letter of Intent to Apply/Application per entity or partnership/collaboration may be submitted for each funding round. However, an entity may be involved as a partner or collaborator in multiple applications for distinctly separate projects. Also, an LOI/Application may respond to more than one of the categories of the RFP as listed in Section 2.2.1 – 2.2.3.

There is a minimum grant request of \$25,000, administrative costs may not exceed 5% of grant request, and the aggregate total of all planning, studies, and marketing funded each round will not exceed 10% of total grants funded each round.

## 2.2 Eligible Projects for This Round of Competitive Grant Funding

To be eligible for competitive grants projects responding to this RFP must advance the goals and objectives of the SeVEDS Comprehensive Economic Development Strategy ([CEDS](#)). Projects eligible for this round must advance these specific CEDS objectives:

- Objective 3: Improve wage parity with surrounding labor shed,
- Objective 4: Increase the size and quality of the workforce, or
- Objective 5: Retain and attract younger talent through engagement linkages, lifestyle amenities, and meaningful career opportunities.

Specific strategies and actions related to these objectives can be viewed on pages 28-29 of the [CEDS](#) document.

Additionally, to be eligible for competitive grants in this round of funding, projects responding to this RFP must address one of the following economic development objectives:

### 2.2.1 Development of Workforce Recruitment Solutions

Proposals will be accepted for the development of regional cross-cluster workforce recruitment initiatives ranging from work-ready manufacturing production to high skilled technology-based labor. These efforts should benefit the priority clusters identified in the CEDS including healthcare, precision manufacturing, technology-driven enterprises. Proposals that combine curriculum-based education and work experiences, such as internships, apprenticeships, mentoring, conditional employment and recruitment in response to immediate and specific regional hiring needs are also encouraged.

### 2.2.2 Industrial/Commercial Site Planning, Construction, and Reconstruction

Proposals will be accepted for the planning and execution of new industrial and commercial sites in the region or reconstruction of existing sites. Requests for planning must have identified or obtained funding for execution phase. Proposals must be for sites for which there is interest by a value-add, capital importing business for expansion, relocation or start-up.

### 2.2.3 Other Extraordinary Proposals

Proposals will be accepted that do not fall under the categories listed in Sections 2.2.1 and 2.2.2 if such proposal advances the objectives and goals of the SeVEDS CEDS, addresses all other requirements of this RFP, and offers significant impact on the Windham County economy. Applicants are advised that the time and effort to develop such proposals are at the applicant's own risk.

## 3.0 Application Process, Timeline and Evaluation Criteria

### 3.1 Application Process

- 1) Request a Letter of Intent packet from [rbrown@brattleborodevelopment.com](mailto:rbrown@brattleborodevelopment.com).
- 2) Potential applicant attends **mandatory** Letter of Intent to Apply Workshop on May 16th. Details will be provided to applicants.
- 3) Applicant obtains technical assistance and counseling regarding Letter of Intent to Apply and application. See Section 5.1 for technical assistance providers.
- 4) Applicant submits Letter of Intent to Apply to Advisory Council. See Section 4.1 for instructions.
- 5) Advisory Council evaluates project and provides recommendation to ACCD.
- 6) ACCD evaluates project and considers recommendation from Advisory Council.
- 7) If supported, Advisory Council provides letter of support to applicant and ACCD provides notification to applicant to proceed with a full application. If project is not supported by Advisory Council or is not approved by ACCD, applicant may withdraw LOI or seek further technical assistance if that course is recommended by the Advisory Council or ACCD. If appropriate, applicant will be directed to seek alternative sources of funding.
- 8) Applicant with approved LOI attends **mandatory** Grant Application Workshop. Details will be sent to applicants.
- 9) Applicant continues to receive technical assistance and develops full application.
- 10) Application submitted. See Section 4.2 for instructions and deadline.
- 11) Application reviewed for completeness by ACCD staff. Incomplete applications will be given a date certain to submit missing information.
- 12) Application scored by ACCD and reviewed by other appropriate State Agencies.
- 13) Application summaries, reviews, and scores provided to Vermont Economic Progress Council.
- 14) VEPC holds hearing for presentations by applicants.
- 15) VEPC prioritizes applications and allocates funds in recommendation to Governor.
- 16) Governor announces grant funding decisions.
- 17) Grant agreements executed for approved applicants.

### 3.2 Timeline for Responses to This RFP

April 22, 2016	Competitive Grant RFP Released
May 16, 2016	Letter of Intent to Apply Workshop
ONGOING	Technical Assistance Provided by SBDC, BDCC, and WRC
June 24, 2016	Deadline: Submit Letter of Intent to Apply to WCEDP Advisory Council
July 15, 2016	Letters of Intent reviewed by WCEDP Advisory Council
July 29, 2016	Approved Letters of Intent Notified by WCEDP Advisory Council
August 5, 2016	Approved Letters of Intent Notified by ACCD
October 7, 2016	Deadline: Grant Applications Due to ACCD
October 14, 2016	Deadline: Missing/Additional Information Due to ACCD
October 27, 2016	VEPC Board Meeting with Applicant Presentations
December 15, 2016	Competitive Grant Announcements

### 3.3 Evaluation Criteria

#### 3.3.1 Letters of Intent to Apply Evaluation Criteria

Letters of Intent to Apply will be reviewed by the Advisory Council for:

- Consistency with RFP requirements
- Consistency with program objectives;
- Advancement of the goals and objectives of the regional CEDS;
- Appropriate use of WCEDP funds.
- Extent of return on investment; long-term impact and benefit to the region
- Coordination and collaboration with and among regional partners and programs;
- Other funding leveraged;
- Capacity and experience of the applicant(s) to execute the proposal;
- Readiness of applicant(s) to proceed with proposal;
- Consistency with and competitiveness of other grant scoring criteria:
  - Strengthening of Regional Economic Development Infrastructure
  - Addresses Unmet Funding or Programmatic Need
  - Assistance to Those Adversely Impacted by VY Closure
  - Long Term Viability
  - Coordination with Local and Regional Planning Efforts
  - Implementation Plan with Measurable Outcomes.

#### 3.3.2 Application Evaluation Criteria

All applications must promote the goals and objectives of the [Comprehensive Economic Development Strategy](#) for the region and address the specific goals and objectives contained in Section 2.2 of this RFP. Applications will be competitively scored by ACCD staff using the following criteria:

	<u>Possible Points</u>
Response to requirements of RFP	20
Return on Investment - Lasting Impact or Benefit	10
Coordination and Collaboration with Other Organizations and Programs	10
Leveraging of Other Programs and Funding	10
Capacity and Experience to Carry Out the Project	10
Readiness to Proceed	10
Strengthening of Regional Economic Development Infrastructure	5
Addresses Unmet Funding or Programmatic Need	5
Assistance to Those Adversely Impacted by VY Closure	5
Long Term Viability	5
Coordination with Local and Regional Planning Efforts	5
<u>Implementation Plan with Measurable Outcomes</u>	<u>5</u>
Total Score	100

Applications will also be reviewed by appropriate state agencies depending on the subject of the project.

## 4.0 Submission Instructions

### 4.1 Letter of Intent to Apply

Only after attending a Letter of Intent to Apply Workshop, by 4:00 p.m. on May 16, 2016, submit a Letter of Intent to Apply, addressed to the Windham County Economic Development Program, to

the WCEDP Advisory Council ([rbrown@brattleborodevelopment.com](mailto:rbrown@brattleborodevelopment.com)). The LOI must include at least the following information:

- Name of applicant organization. If the project involves more than one entity acting collaboratively or in a partnership, name the lead entity and include information on the other entities.
- Applicant organization mailing address and website URL.
- Contact person information for lead entity: Include name, title, phone (including extension) and email address. Communications will be primarily via email. Please provide an email address that will be checked often and respond to requests for information in a timely manner.
- Tax filing status, DUNS, and NAICS.
  
- Executive Summary of project, including:
  - Brief description of project: A clear, concise summary that includes a timeline, purpose of the request, and any positive and transformative goals outcomes expected;
  - Physical location of project;
  - Total Project funding requirement (if large project with several phases, summary and funding should pertain to the funding requested this round);
  - Grant amount requested;
  - Sources of all funds and use of proceeds;
  - Jobs to be created and retained and summary of wages/salaries/benefits; and
  - Project timeline and brief description of implementation plan and goals.
- Description of how project advances the goals and objectives of the SeVEDS' [CEDS](#).
- Description of how the project addresses one or more project types described in this RFP.
- If project involves more than one entity, describe roles and involvement of each entity and describe the resources each entity will contribute.
- Describe how the proposal addresses the other competitive grant scoring criteria:
  - Return on Investment - Lasting Impact or Benefit
  - Coordination and Collaboration with Other Organizations
  - Leveraging of other Programs and Funding
  - Capacity and Experience to Carry Out the Project
  - Readiness to Proceed
  - Strengthening of Regional Economic Development Infrastructure
  - Addresses Unmet Funding or Programmatic Need
  - Assistance to Those Adversely Impacted by VY Closure
  - Long Term Viability
  - Coordination with Local and Regional Planning Efforts
  - Implementation Plan

## 4.2 Application

Only after attending an Application Workshop, by 4:00 p.m. on August 15, 2016, using only the application available for this program, carefully and comprehensively complete the application and submit the application following the instructions available in the application. Click [here](#) for application.

## 4.3 Confidentiality

The following information about each application will be posted on the program website ([GoWindham.Vermont.gov](http://GoWindham.Vermont.gov)) if and when a project is approved for funding:

- Organization Name, Contact Person and Address
- Project Name and the Brief Project Summary
- Amount of funding requested
- If approved, amount of funding awarded

Applications and associated materials received by the State will be maintained on a password protected server with access limited to those responsible for administering the program. However, the documents could be made public in response to a public records request, unless the record is exempt from public access pursuant to Vermont's access to public records law or similar provision of law. If an LOI or Application includes material that is considered by the applicant to be proprietary and confidential under law, the applicant is responsible to clearly designate the material as confidential or proprietary. The applicant may be asked to explain why the material should be considered confidential and may be asked to identify the statutory authority for exemption from disclosure. ACCD will determine if the information meets the statutory requirements for exemption from Vermont's public records law. Under no circumstances can the entire LOI/Application be marked confidential. LOIs and/or Applications so marked may not be considered. To review the Vermont relevant Statute regarding confidentiality and public records, see 1 V.S.A. Chapter 5, especially Section 317. Please contact Fred Kenney (802-777-8192 or [fred.kenney@vermont.gov](mailto:fred.kenney@vermont.gov)) if you have questions on this issue.

## 5.0 Additional Information

### 5.1 Technical Assistance Providers

Prospective applicants are strongly advised to utilize available technical assistance to learn more about the application process and program requirements. Mandatory Letter of Intent to Apply Additionally, one-on-one counseling, primarily provided by the SBDC, is available. All program contacts are listed below.

#### **Small Business Development Center**

One-on-one, confidential, no-cost advising for businesses and non-profit organizations.

Debra Boudrieau, Area Business Advisor  
[dboudrieau@vtsbdc.org](mailto:dboudrieau@vtsbdc.org)  
 76 Cotton Mill Hill, C-1  
 Brattleboro, VT 05301  
 (802) 257-7731

#### **Brattleboro Development Credit Corporation**

One-on-one, confidential, no-cost advising for businesses and non-profit organizations.

R.T. Brown, WCEDP Project Manager  
[rbrown@brattleborodevelopment.com](mailto:rbrown@brattleborodevelopment.com)  
 76 Cotton Mill Hill  
 Brattleboro, VT, 05301  
 (802) 257-7731 X221 (w)      (802) 451-0442 (c)

#### **Windham Regional Commission**

Application assistance for municipalities, including public infrastructure investment projects; assistance with town response to applications.

Susan McMahon, Associate Director  
[susan@windhamregional.org](mailto:susan@windhamregional.org)  
 139 Main Street, Suite 505  
 Brattleboro, VT 05301  
 (802) 257-4547 X114

## **Vermont Agency of Commerce and Community Development**

Assistance to all applicants regarding the application process, requirements, timeline, approvals, monitoring and reporting.

Kimberly Baker, Grants Management Specialist

[kimberly.baker@vermont.gov](mailto:kimberly.baker@vermont.gov)

Deane C. Davis State Office Building, 6<sup>th</sup> Floor, 1 National Life Drive

Montpelier, VT 05620-0501

(802) 828-3230

## **Vermont Economic Development Authority**

Assistance to loan applicants regarding the application process and information requirements.

Steve Greenfield, COO

[sgreenfield@veda.org](mailto:sgreenfield@veda.org)

58 East State Street, Suite 5

Montpelier, Vermont 05602

(802) 828-5627

## **5.2 Windham County Economic Development Program Advisory Council**

The Windham County Economic Development Program Advisory Council (Advisory Council) was formed by the regional partners to provide local and regional input and advice to the Windham County Economic Development Program. The Council is involved in program development and marketing, develops the annual competitive grant RFP, and is responsible for reviewing Letters of Intent to Apply. The Council will also provide annual program reviews and suggest ways to improve and redirect the program. The Council consists of state-funded regional partners and towns with designated downtowns, plus Vernon, as follows:

- Adam Grinold, Executive Director, Brattleboro Development Credit Corporation (BDCC), Chair
- Chris Company, Executive Director, Windham Regional Commission (WRC), Vice Chair
- Laura Sibilia, Director, Southeastern Vermont Economic Development Strategy (SeVEDS)
- Peter Yost, Board Member, SeVEDS
- Peter Elwell, Town Manager, Town of Brattleboro
- Gretchen Havreluk, Economic Development, Town of Wilmington
- To Be Determined, Town of Rockingham
- Bronna Zlochiver, Town of Vernon Representative
- Fred Kenney, Executive Director, Vermont Economic Progress Council
- Debra Boudrieau, Regional Advisor, Vermont Small Business Development Center (Non-Voting)

### **Advisory Council Staff:**

R.T. Brown, WCEDP Project Manager

[rbrown@brattleborodevelopment.com](mailto:rbrown@brattleborodevelopment.com)

76 Cotton Mill Hill

Brattleboro, VT, 05301

(802) 257-7731 X221 (o) (802) 451-0442 (c)

Note: Individuals representing each organization are subject to change and delegates may send designees to attend meetings.

## 6.0 Post Approval

If a project is selected for funding, all awardees will receive a general award letter from ACCD providing further detail on the post-approval process. The award is subject to executing a grant agreement, which will be sent to grantees to review and execute. The Award Letter conditionally offers a grant or loan from the WCEDP. Certain award conditions may have to be met before the Grant/Loan Agreement can be fully executed and funds dispersed. These may include, as applicable:

- Proof of Insurance provided
- Gain site control
- Secure rights-of-way and easements
- Firm commitments from other resources
- Permitting
- Real Estate Appraisal
- Environmental Site Assessment
- Voter approval
- Specific conditions relating to the project

The Grant Agreement will detail grant/loan payment, reimbursement, or disbursement, compliance, record-keeping, monitoring, reporting, resolution of non-compliance, and close-out requirements. All awardees will be required to assign a grant administrator, set up financial and recordkeeping systems that will allow the awardee to administer, track, and report on the grant/loan, project progress and project goals.

**IMPORTANT:** Review the sample grant agreement documents below to familiarize your organization with State of Vermont grant-making requirements. Read “attachment C” closely as these requirements are not negotiable and grantees must be able to meet these requirements in order to receive a grant from the State of Vermont.

Following are sample requirements and documents grantees can expect as part of a grant agreement if an application is approved:

## 6.1 Grant Agreement

STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail			
SECTION I - GENERAL GRANT INFORMATION							
<sup>1</sup> Grant #:				<sup>2</sup> Original _____ Amendment # _____			
<sup>3</sup> Grant Title:							
<sup>4</sup> Amount Previously Awarded:		\$ 0.00		<sup>5</sup> Amount Awarded This Action:		\$ 0.00	
				<sup>6</sup> Total Award Amount:		\$ 0.00	
<sup>7</sup> Award Start Date:			<sup>8</sup> Award End Date:		<sup>9</sup> Subrecipient Award: YES <input type="checkbox"/> NO <input type="checkbox"/>		
<sup>10</sup> Vendor #:		<sup>11</sup> Grantee Name:					
<sup>12</sup> Grantee Address:							
<sup>13</sup> City:				<sup>14</sup> State:		<sup>15</sup> Zip Code:	
<sup>16</sup> State Granting Agency:						<sup>17</sup> Business Unit:	
<sup>18</sup> Performance Measures:		<sup>19</sup> Match/In-Kind: \$ _____ Description:					
YES <input type="checkbox"/> NO <input type="checkbox"/>							
<sup>20</sup> If this action is an amendment, the following is amended:							
Amount: <input type="checkbox"/>		Funding Allocation: <input type="checkbox"/>		Performance Period: <input type="checkbox"/>		Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>	
SECTION II - SUBRECIPIENT AWARD INFORMATION							
<sup>21</sup> Grantee DUNS #:				<sup>22</sup> Indirect Rate:		<sup>23</sup> DATA: YES <input type="checkbox"/> NO <input type="checkbox"/>	
<sup>24</sup> Grantee Fiscal Year End Month (MM format):				(Approved rate or de <del>0.5%</del> 10%)		<sup>25</sup> R&D: <input type="checkbox"/>	
<sup>26</sup> DUNS Registered Name (if different than VISION Vendor Name in Box 10):							
SECTION III - FUNDING ALLOCATION							
STATE FUNDS							
Fund Type		<sup>24</sup> Awarded Previously	<sup>24</sup> Award This Action	<sup>25</sup> Cumulative Award	<sup>30</sup> Special & Other Fund Descriptions		
General Fund		\$0.00	\$0.00	\$0.00			
Special Fund		\$0.00	\$0.00	\$0.00			
Global Commitment (non-subrecipient funds)		\$0.00	\$0.00	\$0.00			
Other State Funds		\$0.00	\$0.00	\$0.00			
FEDERAL FUNDS (includes subrecipient Global Commitment funds)					Required Federal Award Information		
<sup>31</sup> CFDA #	Program Title	<sup>33</sup> Awarded Previously	<sup>34</sup> Award This Action	<sup>35</sup> Cumulative Award	<sup>36</sup> FAIN	<sup>37</sup> Federal Award Date	<sup>38</sup> Total Federal Award
		\$0.00	\$0.00	\$0.00			\$0.00
<sup>39</sup> Federal Awarding Agency:			<sup>40</sup> Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
Total Awarded - All Funds		\$0.00	\$0.00	\$0.00			\$0.00
SECTION IV - CONTACT INFORMATION							
STATE GRANTING AGENCY				GRANTEE			
NAME:				NAME:			
TITLE:				TITLE:			
PHONE:				PHONE:			
EMAIL:				EMAIL:			

Effective 12/26/2014

State of Vermont  
Standard Grant Agreement

Agreement # 07100-WCGP-15R2-

Part 2 – Grant Agreement

Parties: This is a Grant Agreement between State of Vermont, Agency of Commerce and Community Development, (hereinafter called "State")

And

\_\_\_\_\_ with principal place of business  
at \_\_\_\_\_, (hereinafter called "Grantee").

It is the grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the grantee is required to have a Vermont Department of Taxes Business Account Number.

Subject Matter: The subject matter of this Grant Agreement is Windham County Economic Development Program (WCEDP).

Award Details: Amounts, dates and other award details are as shown in the attached *Grant Agreement Part 1-Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.

Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.

Cancellation: This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.

Attachments: This Grant consists of \_\_\_\_\_ pages including the following attachments that are incorporated herein:

- Grant Agreement-Part 1 – Grant Award Detail
- Attachment A – Scope of Work To Be Performed
- Attachment B – Payment Provisions
- Attachment C – Customary State Grant Provisions
- Attachment D – Other Provisions

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

By the State of Vermont:

By the Grantee:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Secretary

Name: Patricia Moulton

Name: \_\_\_\_\_

Agency of Commerce and Community Development

Title: \_\_\_\_\_

## 6.2. Attachment A – Scope of Work to be Performed

### ATTACHMENT A SCOPE OF WORK TO BE PERFORMED

#### 1. Grant Objective:

#### 2. Grantee Goals, Actions and Activities:

**3. Performance Measures:** Grantee's Performance shall be measured against the following specific Performance Measures:

#### 4. Progress Reporting:

A. Grantee shall submit Progress Reports semiannually. The first Progress Report shall be due on \_\_\_\_\_. Subsequent reports shall be due every six months thereafter until the Final Report has been submitted and approved.

Each progress report shall set forth the total project funds, total grant funds expended to date, total other funds expended to date, estimated funds required to complete the project, any estimated cost overrun, percent complete, and expected completion date of the project.

Each progress report shall also include a narrative, which shall describe all work completed to date and all work remaining, and include information about circumstances that could delay the project completion date and/or lead to any unexpected cost overrun.

The narrative will explicitly address the Goals, Actions, Activities, and Performance Measures listed above and whether they have been achieved. The narrative will also include an evaluation of any and all subrecipient(s)' performance to date, if applicable.

All Progress Reports shall be completed using the WCEDF Progress Report Template.

B. Grantee will submit a final written report within 60 days after completion of the Project.

#### 5. Timely performance:

A. The State reserves the right to withdraw the Grant if the Project is not ready to proceed within **six (6) months** after the date of award.

B. If any portion of Funds disbursed to Grantee is not expected to be expended before the end of the scheduled term of this Agreement, then Grantee, no later than sixty (60) days before the Completion Date, will supply to the State a mutually agreeable plan detailing the anticipated expenditure of such remaining portion of Funds, before such expenditure occurs. The plan shall be incorporated into this Agreement in the form of an Amendment. In the event the State and the Grantee do not agree to a plan on or before the Completion Date, the Grantee shall relinquish any claim to any unexpended funds, and return to the State any unexpended funds in Grantee's possession.

**(End of Attachment A)**

SAMPLE

## 6.3 Attachment B – Payment Provisions

### **ATTACHMENT B PAYMENT PROVISIONS**

In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms and conditions of this Agreement, the Agency shall disburse to the Grantee an amount not to exceed the Total Award Amount. Such Funds shall be used by the Grantee in accordance with this Agreement and the Project Budget as included below. Further:

1. Grant funds will only be disbursed upon receipt by the State of a WCEDF Requisition Form. Grantee may submit requisitions monthly. The Agency will process requisitions within 10 business days of receipt.
2. Grantee may requisition for up to 25% of the Total Award Amount upon execution of this Agreement.
3. Except as provided in paragraph 2, above, Grant funds will only be disbursed when supported by detailed information including expenses and qualified match information. Invoices must account for the initial disbursement before additional funds will be disbursed. For reimbursement for Grantee's personnel and consultants, the supporting documentation must detail the expenditures by identifying the personnel, the time worked, the rate being charged per each respective individual (which may include benefits), and a description of the work that was performed. For any other costs that are billed directly to Grantee, Grantee shall provide supporting documentation to identify the sources of the expenditures and keep copies of all supporting invoices on site and available for monitoring purposes.
4. The Agency shall not release the last 10% of the Total Award Amount until it has received all required Progress Reports and any other required deliverables.
5. The Agency shall notify the Grantee in the event of a failure to submit a timely progress report. No additional disbursement of grant funds shall be made if such failure continues after thirty (30) days from the date of notice. The Agency shall, in its discretion, determine whether to disburse funds during the notice period.
6. The Project Budget is as follows:
7. Transfer of funds among line items in the Project Budget must be approved in writing by the Agency when the cumulative amount of such cost transfers exceeds 10 percent of the Total Award Amount or a transfer will be made to a line item that did not include any WCEDF funding in the original Project Budget. Any transfer of funds among line items must be in compliance with all terms and conditions of the WCEDF Program, including but not limited to the cap on administrative costs.

**(End of Attachment B)**

**Acknowledgement of:  
ATTACHMENT C: STANDARD STATE PROVISIONS  
SEPTEMBER 1, 2015**

1. **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.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **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.
4. **Appropriations:** 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.
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, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. 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.

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.

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.

7. **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.

General Liability and Property Damage: With respect to all operations performed under the contract, 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 Per Occurrence

\$1,000,000 General Aggregate

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

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

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: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

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

9. **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.

**10. 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.

**11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.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. Party further agrees to include this provision in all subcontracts.

**12. 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.

**13. 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.

**14. Child Support:** (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.

15. **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 also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
16. **No Gifts or Gratuities:** Party shall not give title or possession of any thing 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.
17. **Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
18. **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>

19. **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.
20. **Internal Controls:** In the case that this Agreement is an award 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).
21. **Mandatory Disclosures:** In the case that this Agreement is an award 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.
22. **Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

## 6.5 Attachment D – Other Grant Agreement Provisions

### ATTACHMENT D OTHER GRANT AGREEMENT PROVISIONS

- 1. Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this Grant Agreement shall be approved/reviewed by the State prior to release.
- 2. Public Records:** Notwithstanding any provision contained herein, the records remaining solely in the possession of any client entity of Grantee shall not be subject to public inspection under the provisions of 1 V.S.A., chapter 5, subchapter 3. The only records of a client entity that will be subject to public inspection are those documents actually in Grantee's possession and not exempt from public inspection pursuant to Vermont's Access to Public Records Law or any other provision of law.
- 3. Monitoring:**
  - (A) The Agency shall monitor the activities covered by this Agreement, including those of contractors and subcontractors, in accord with State Bulletin 5 and the Agency's Grant Monitoring Procedures (April 2015), to assure that all program requirements are met.
  - (B) Resolution of Monitoring Findings - The Agency shall notify the Grantee of any negative findings identified through monitoring by providing a monitoring letter containing the Agency's "Findings." No further disbursement of grant funds shall be made under this Agreement until the Agency's Findings have been resolved in a manner satisfactory to the Agency. Grantee shall not be eligible for further grant funds if such resolution is not achieved within thirty (30) days of the date of the monitoring letter, and, in addition to the remedies provided under this Agreement, may be subject to any action available to the Agency at law or equity.
- 4. Termination for Convenience:** The Agency and the Grantee may terminate the grant in whole, or in part, when agreed that the continuation of the program would not produce the benefits anticipated hereunder, and shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Agency may allow full credit for non-cancellable obligations, properly incurred prior to termination.
- 5. Suspension or Termination for Cause.**
  - (A) The Secretary may suspend this Agreement, in whole or in part, at any time during the Grant Term upon reasonable notice to the Grantee, or terminate this Agreement after reasonable notice and opportunity for a hearing, when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement or that the continued costs to be incurred will not produce benefits of comparable value. The Secretary shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.

(B) Payments made to the Grantee or recoveries by the Secretary under this Agreement if suspended or terminated for cause shall be in accord with the legal rights and liabilities of the parties.

**6. Failure to Achieve Grant Objective.**

If the Grantee does not achieve the Grant Objective as set forth in Attachment A prior to the Award End Date, Agency may, in its sole discretion, demand repayment of a portion of the Grant Funds. Any such demand for repayment shall be proportionate to the failure to achieve the Grant Objective, and take into account any unforeseen obstacles to the achievement of the Grant Objective.

**(End of Attachment D)**

## 6.6 Requisition Form



### Windham County Economic Development Program

### Requisition Form

Complete each section. In Section II. Budget and Reimbursement Request, you only need to enter data in the "white" sections of the table. The green sections will automatically calculate. Attached to each requisition should be a budget with income and expenses and a profit and loss statement for the period covered by this request. Should there be questions, ACCD staff may request additional supporting documentation prior to processing this request. Additionally, all supporting and back-up documentation (ie. Invoices, cancelled checks, timesheets, etc.) must be maintain on-site and available upon reasonable request or at time of monitoring.

#### I. GRANT INFORMATION

Grantee			Grant Number:	03-2-WC-000R1-
Project Name			Date	
Contact			Telephone #	
Contact Email Address			Forward Amount \$	
Address:			Deposit Account	
Type of Request:	<input type="checkbox"/> Initial <input type="checkbox"/> Regular # <input type="text"/> <input type="checkbox"/> Final	covered by request	Start	
			End	

#### II. BUDGET AND REIMBURSEMENT REQUEST

	Budget Funds			Actual Project Budget			
	Funds Requisitioned	Funds Requesting	Funds Remaining	Total Project Cost	Total Grant Funds Received	Cash & Other Funds Received	(Over)/Under Approved Budget
Salaries/Wages							
Operating Costs							
Consultant/Professional Fees							
Permits/Fees							
Construction							
Acquisition							
Debt Service							
Machinery/Equipment							
Marketing/Outreach							
Feasibility Study/Planning							
Other							
Other							
Other							
Other							
Admin							
Total							

**IN-KIND INFORMATION**

Source	Estimated Value
1	\$
2	\$
3	\$

**OTHER SOURCES OF FUNDS**

Source	Amount
1	\$
2	\$
3	\$

**GENERAL QUESTIONS**

1. Machinery/Equipment: Was there a purchase of machinery/equipment during this period?

Not Applicable     Yes     No

2. Salary/Wages: Were staff hired from this funding?

Not Applicable     Yes     No

**III. COMMENTS AND AUTHORIZATION**

Include any additional information or comments necessary for final approval.

Required attachments for this reporting period:

Budget with Income and Expenses     Profit and Loss Statement  
 Other: \_\_\_\_\_     Other: \_\_\_\_\_

**FOR STAFF USE ONLY**

Date Received: \_\_\_\_\_ Amount Approved:   \$   \_\_\_\_\_  
 VEPC Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
 ACCD Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
 Date Processed: \_\_\_\_\_



II. Goals and Performance Continued.

III. NARRATIVE REPORTS

1. Provide information regarding the impact this project has had on the community. Describe partnerships and outcomes from the partnerships. Provide information regarding any unexpected opportunities or lessons learned. Use this space to provide information and details that are not directly related to the Goals, Objectives, Activities and Performance.

III. CERTIFICATION

- Please attach a photo (with sentence caption) and/or anecdote relating to this project that would be suitable for use in reports or on the website. If providing a photo with people, please attach a State of Vermont Photo Release form.

III. CERTIFICATION

I certify that all statements made in this Progress Report are true and correct to the best of my knowledge, information and belief, further, I understand that in the event that I have knowingly and willfully made any false statements, I will be liable for punishment in accordance with all applicable laws and statutes.

X

\_\_\_\_\_  
Authorize Official

Date Signed: \_\_\_\_\_