



**Windham County Economic Development Program**  
**Competitive Grant**  
**Request for Proposals**  
**2017**

**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, the State of Vermont negotiated a Memorandum of Understanding with 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) Pre-Application and, if 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 pre-application/Full 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, a Pre-Application/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 and / or Retainment Solutions

Proposals will be accepted for the development of regional workforce solutions and benefit the priority industry segments (p.28 of [CEDS](#)) identified in the CEDS including healthcare, precision manufacturing, technology-driven enterprises will receive a higher ranking. 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 (bringing revenue from outside the region) 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.

## 3.0 Application Process, Timeline and Evaluation Criteria

### 3.1 Application Process

- 1) Request a pre-application packet from R.T. Brown by emailing: rbrown@brattleborodevelopment.com.
- 2) Applicant obtains technical assistance and counseling regarding pre-application and application. See Section 5.1 for technical assistance providers.
- 3) Applicant submits pre-application to Advisory Council. See Section 4.1 for instructions.
- 4) If recommended by the Advisory Council and approved by ACCD, applicant is notified to proceed with a full application. If project is not supported by Advisory Council or is not approved by ACCD, applicant may withdraw their pre-application or seek further technical assistance (see section 5.1) if that course is recommended by the Advisory Council or ACCD. If appropriate, applicant will be directed to seek alternative sources of funding.
- 5) Applicant continues to receive technical assistance and develops full application.
- 6) Application submitted. See Section 4.2 for a link to the application.
- 7) Application reviewed for completeness by ACCD staff. Incomplete applications will be given a date certain to submit missing information.
- 8) Application scored by ACCD and reviewed by other appropriate State Agencies.
- 9) ACCD staff will make a recommendation to ACCD Secretary.
- 10) ACCD Secretary announces grant funding decisions.

### 3.2 Timeline for Responses to This RFP

July 1, 2017	Competitive Grant RFP Released
ONGOING	Technical Assistance Provided by SBDC, BDCC, and WRC
September 1, 2017	Deadline: Submit Pre-Application to WCEDP Advisory Council
September 8, 2017	Pre-Applications reviewed by WCEDP Advisory Council
September 15, 2017	Recommended Pre-Application Applicants Notified by WCEDP Advisory Council
September 29, 2017	Approved Pre-Application Applicants Notified by ACCD
November 10, 2017	Deadline: Grant Applications Due to ACCD
November 17, 2017	Deadline: Missing/Additional Information Due to ACCD
January 15, 2017	Competitive Grant Announcements

### 3.3 Evaluation Criteria

#### 3.3.1 Pre-Application Evaluation Criteria

Pre-Applications will be reviewed by the Advisory Council for:

- Consistency with RFP requirements as referenced in Section 2.2 of this document.
- 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 Full 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. Should your pre-application be recommended to proceed, your full applications will be competitively scored by ACCD staff and may also be reviewed by appropriate state agencies, depending on the subject of the project, using the following criteria:

<b>Criteria and Descriptions</b>	<b>Possible Points</b>
<p><b>Response to requirements of RFP</b> Does your proposal adequately respond the criteria in Section 2.0? Our region has an aging population and employers are consistently providing feedback to local, regional, and state level agencies the need for workforce solutions. This year’s RFP is seeking projects to help mitigate this condition. Moreover, we need to work hard to retain existing talent in the region. This could include our existing workforce or those that have been directly or indirectly affected due to the closure of Vermont Yankee.</p>	10
<p><b>Return on Investment - Lasting Impact or Benefit</b> Does the proposal extend beyond the grant period? Will the project at least have impacts that equal the investment made by the program to the project?</p>	10
<p><b>Coordination and Collaboration with Other Organizations and Programs</b> This is very important. Evidence that there is collaboration indicates that there will not be a duplication of services, and that the proposal is unique and robust. Involvement of other organizations is an indication that the applicant has reached out to others and that investment in and risk associated with the project is shared.</p>	10
<p><b>Leveraging of Other Programs and Funding</b> The WCEDP funds should not be the only funding source for the project. Many programs require a match, but this program does not, which elevates this criterion. This program wants to see broad-based investment and shared risk.</p>	10
<p><b>Capacity and Experience to Carry Out the Project</b> Does the leadership team (or organization) have a history of successful projects? Does the organization have the financial means to successfully realize the project?</p>	10
<p><b>Readiness to Proceed</b> We are trying to understand the status of a proposed project. Is it ready for implementation once the funds are received or are there significant barriers to start the project (zoning, brownfield considerations, capacity, program development, etc.)? Projects that are ready for implementation with immediate impact will receive a higher ranking. Does the applicant have ownership or control of the property? Have permitting and site engineering questions been resolved?</p>	10

Criteria and Descriptions	Possible Points
<p><b>Strengthening of Regional Economic Development Infrastructure</b>            Will the project result in strong and sustainable economic development initiatives for the region that have a lasting impact? Does it build upon and improve the infrastructure that is foundational to the region’s economy?</p>	10
<p><b>Long Term Sustainability</b>            The project needs to show that it can be sustained beyond the period of this grant. What is the business model? Are there varied revenue streams to support the project beyond this and other grant funding?</p>	10
<p><b>Addresses Unmet Funding or Programmatic Need</b>            The project establishes a program that the region is otherwise lacking that explicitly addresses one or more of the CEDS criteria.</p>	5
<p><b>Assistance to Those Adversely Impacted by VY Closure</b>            Does the project directly, or indirectly, provide support those in the region who have been adversely impacted by VY’s closure? If so, be explicit as to who it is that has been impacted and how this helps those people.</p>	5
<p><b>Coordination with Local and Regional Planning Efforts</b>            Is the project consistent with the goals, objectives and policies of the town plan where the project will be developed, as well as the regional plan? Are there any anticipated permitting conflicts associated with town zoning bylaws (if any), or in Act 250 or Section 248 (energy generation or development).</p>	5
<p><b><u>Implementation Plan with Measurable Outcomes</u></b>            Projects need a clear workplan with identifiable milestones. Moreover, projects need to prove their effectiveness through measurable outcomes. It is important that these are well considered and realistic – do not project outcomes that are unreasonable for this region and market. Be sure to consider timeline of grant accouchements (See Section 3.2) when developing your workplan timeline.</p>	5
<p><b><u>Total Score</u></b></p>	100

## 4.0 Submission Instructions

### 4.1 Pre-Application

Submit the pre-application to the WCEDP Advisory Council ([rbrown@brattleborodevelopment.com](mailto:rbrown@brattleborodevelopment.com)). The pre-application must include at least the following information, (a fillable .PDF will be provided):

- 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

If a Pre-Application is approved, you are advised to seek technical assistance with your application from one of the partner providers referenced in Section 5.1 and instructors. 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 a Pre-Application 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 Pre Application/Application be marked confidential. Pre Applications 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. 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, Program Grants Manager

[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.

Tom Porter, Director of Commercial Lending

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

58 East State Street, Suite 5

Montpelier, Vermont 05602-3044

(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 Pre-Applications. 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 Campany, Executive Director, Windham Regional Commission (WRC), Vice Chair
- Laura Sibia, 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
- Emmett Dunbar, 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 from the WCEDP. Certain award conditions may have to be met before the Grant 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 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, 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:



State of Vermont Grant Agreement between  
The Agency of Commerce and Community Development (ACCD)  
And the **COMPANY/ORGANIZATION**  
**Agreement #07100-WCGP-16-####**

- 1. Parties:** This is a Grant Agreement between the State of Vermont, Agency of Commerce and Community Development (hereinafter called "ACCD or State"), and the **Company/Organization** (hereinafter called "**XXXX** or Grantee") with principal place of business at **Address, City, State**, (hereinafter called collectively with State "Parties").

Grantee is a **non-profit organization/Business**. 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.

- 2. Subject Matter:** The subject matter of this Grant Agreement is **Insert Information**. Detailed activities to be provided by the Grantee are described in Attachment A.
- 3. Maximum Amount:** In consideration of the activities to be performed by Grantee, the State agrees to pay Grantee, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **Spell out the amount Dollars (US \$?????.00)**.
- 4. Grant Term:** The period of Grantee's performance shall begin on **Type out Date** ("Effective Date") and end on **Type out Date**.
- 5. Source of Funds:** 100% State Funds; 0% Federal Funds
- 6. Amendment:** No changes, modifications or amendments to 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.
- 7. Cancellation:** This grant agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.
- 8. Contact person:** The Grantee's contact person for this award is, **Name of Person, Title**; Telephone Number **(802) #####**; E-mail address **email@address**.

The State's contact person for this award is **Kimberly Baker**, Program Grants Manager; Telephone Number **(802) 828-2330**; E-mail address [kimberly.baker@vermont.gov](mailto:kimberly.baker@vermont.gov).

- 9. Attachments:** This grant consists of **15** pages including the following attachments that are incorporated herein:
- Attachment A - Specifications of Work to be Performed
  - Attachment B - Payment Provisions
  - Attachment C - Standard State Provisions for Contracts and Grants (Revised 7/1/2016)
  - Attachment D - Grant Agreement Provisions
  - Appendix 1 - Performance Measures

**10. Order of Precedence:** Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:

- Standard Grant
- Attachment C - Standard State Provisions for Contracts and Grants (Revised 7/1/2016)
- Attachment D - Other Grant Agreement Provisions
- Attachment A - Specifications of Work to be Performed
- Attachment B - Payment Provisions
- Appendix 1 - Performance Measures

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

By the State of Vermont:		By the Grantee:	
Date:		Date:	
Signature:		Signature:	
Name:	Michael Schirling	Name:	
Title:	Secretary	Title:	
	Agency of Commerce and Community Development		Organization/Business

(REMAINDER OF THIS PAGE IS ENTIRELY LEFT BLANK)

## 6.2 Attachment A – Specifications of Work to be Performed

### ATTACHMENT A SPECIFICATIONS OF WORK TO BE PERFORMED

1. **Grant Objective:** To carry out a community and economic development organizing and implementation process for.....
2. **Grant Issuance:** Grantor will issue the amount of \$0,000.00 as detailed in Attachment B Project Budget.
3. **Grantee Activities:** Grantee Goals, Actions and Activities to be performed under this grant:
  - a. Use this section to describe the activities, goals, and action items that will be achieved in the performance of the award. These items should be included in the approved grant application.
  - b. Etc.....
4. **Representations:** By signing this Agreement, the duly authorized secretary of Grantee represents that Grantee is an entity to which the Funds may be made available, and that Grantee has and will comply with all relevant eligibility criteria related to Funds.
5. **Grantee Deliverables:** The Grantee will:
  - a. Sign and return this grant to acknowledge and conditions of the grant. Funds are provided to Grantee to support the activities and completion of products specifically described in this Grant Agreement, and must be used in a manner that conforms to all relevant State standards, relevant rule, policy, procedure or practice hereinafter. Grantee will:
    - b. Maintain financial records in accordance with generally accepted accounting procedures (GAAP) and make available to the State upon request. Upon request of the State, Grantee will provide further information to the State at any time during the term of the grant, if the State determines that such information is necessary to better assess the effectiveness of this grant.
    - c. Provide the following reports to the State:
      - i. Submit written Progress Reports at a frequency (monthly, quarterly) to the State. The first progress report shall be due on or after the first report due. Subsequent reports shall be due every months thereafter until the final Report has been submitted and approved. The Final Report shall include final reports or other information needed at the end of the agreement. Each progress report shall include a narrative describing all work completed to date and all work remaining, and explain how the Goals, Actions, Activities and Performance Measures listed in the Agreement and whether they have been achieved. The Narrative will also include an evaluation of all and all subrecipient(s) performance to date, if applicable.
      - ii. Progress Reports shall be completed using the WCEDP Progress Report Template.
      - iii. Submit a final written report within 60 days after completion of the Project.
      - iv. Submit to the State all required reports as stated in this Agreement. Upon receipt of the report submitted to the State, in order to fully assess the effectiveness of this grant, may require additional information from Grantee.
      - v. Every twelve months for five years following the end date of this agreement, Grantee (or company that is beneficiary of grant) shall provide an annual written report to ACCD stating the number of full-time employees in Windham County.
    - d. Immediately notify ACCD in writing of the occurrence of any of the circumstances or events provided in Sections 4 or 5 of Attachment B.

(End of Attachment A)

## 6.3 Attachment B – Payment Provisions

### ATTACHMENT B PAYMENT PROVISIONS

The Grant Funds shall be used by Grantee to perform activities related to the Windham County Economic Development Program (WCEDP). The activities are detailed in Attachment A and the budget is detailed below.

The **maximum amount of spell out amount (US \$0,000.00)** was allocated to support this Grant Agreement.

1. The State, through the Agency of Commerce and Community Development, has the authority to grant in this context pursuant to 3 V.S.A. § 2471 and Administrative Bulletin 5, *Policy for Grant Issuance and Monitoring* (Effective December 26, 2014), and more specifically from sec. 69 of Act 68 (2016).
2. The Grantee will submit requisitions to:

State of Vermont  
Agency of Commerce and Community Development  
Vermont Economic Progress Council  
Kimberly Baker, Program Grants Manager  
1 National Life Drive,  
Deane C. Davis Building, 6th Floor  
Montpelier, VT 05620-0501

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

3. **Disbursal of Grant Funds.** In consideration of the Grantee's satisfactory performance of the work required under this Agreement, including Appendix 1, the Grantee's compliance with the terms and conditions of this Agreement, the State shall disburse funds on a **reimbursement only** basis to the Grantee.
  - a. The State reserves the right to retain 10% of the maximum amount awarded to be paid out upon satisfactory completion of the performance measures outlined in Appendix 1. Once the Grantee has submitted the final progress report, completed the performance measures outlined in Appendix 1 and submitted a WCEDP requisition form, the 10% retained funds retained shall be reimbursed to the Grantee.
  - b. Grant funds will only be disbursed upon receipt by the State of a WCEDP Requisition Form with a general ledger that includes transaction details. Grantee may submit subsequent requisitions **monthly or quarterly**. Requisitions approved/signed by the Grantee may be submitted electronically. The State will process approved requisitions within 10 business days of receipt.
  - c. Grantee shall maintain detailed supporting documentation for all grant expenditures. Documentation maintained by the Grantee shall include personnel, time worked, rate being charged per each respective individual (which may include benefits), and a description of the work that was performed. For any other expenditures, Grantee shall maintain supporting documentation, (such as receipts or invoices) that identify the source of the expenditures, date of the expenditure, and to which line item the expenditure was charged. Grantee shall keep copies of all supporting invoices on site and available for monitoring purposes for the period of the Agreement and for three years thereafter or for any longer period required by law for inspection by any authorized representative of the State.

d. The State may withhold additional disbursement of grant funds until receipt of any overdue report(s) from Grantee.

e. The Project Budget is as follows:

Budget Item	WCEDP Funding Award	Applicant Contribution			Total Project Cost
		Cash	In-Kind	Other Sources of Funding	
Salary/Wages					
Operating Costs					
Consultant/Professional Fees					
Other: Expenses & Travel					
Other: Training					
Other: Implementation Funds					
Other:					
Other:					
Sub Total:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Admin:	\$ 0.00				\$ 0.00
Admin. Percentage:	0%			WCEDP Award:	\$ 0.00
				Applicant Total:	\$ 0.00
				Other Total:	\$ 0.00
				Grant Total:	\$ 0.00

f. Transfer of funds among line items in the Project Budget must be pre-approved in writing by the State when the cumulative amount of such cost transfers exceeds 10 percent of the Maximum Amount or a transfer will be made to a line item that does not include any WCEDP funding in the original Project Budget. Any transfer of funds among line items must be in compliance with all terms and conditions of the WCEDP award, including but not limited to the cap on administrative costs.

g. If insert date 30 days from end there are Funds the Grantee is not anticipating to be expended at the end of the schedule term of this Agreement, then Grantee, by insert date 30 days from end, will supply the State a mutually agreeable plan detailing the anticipated expenditure of such remaining portion of Funds, before such expenditure occurs. In the event the State and the Grantee do not mutually agree to a plan insert date 30 days from end, no further funds will be disbursed.

4. **Breach/Recapture of Grant Funds/Termination of Agreement:** If Grantee (or insert name of company if grant is to BDCC or other entity but benefits subject company) does not fulfill in a timely and proper manner its obligations under, or does violate any of the terms or conditions of this Agreement, then State shall notify Grantee of the breach, may establish a period not to exceed thirty (30) calendar days to correct such breach, and may cease payment of any portion of Grant Funds, or other funds due Grantee under any other agreement with State (including any department or division thereof), until the breach is cured. If Grantee does not cure the breach at the completion of the correction period, then State: (1) may require Grantee to immediately reimburse to State any portions of Funds that were not expended or were expended in a manner inconsistent with, or for purposes other than those specifically described in, the terms and conditions of this Agreement; or, in the alternative, may forever retain any portion of Grant Funds, or other

funds due Grantee under any other agreement with State (including any department or division thereof), equal to the amount of reimbursement that would have otherwise been required by operation of the preceding clause; and/or (2) may immediately terminate this Agreement by giving written notice to Grantee, specifying the effective date thereof.

- 5. Recapture of Grant Funds Due to Departure from Windham County, Closure, or Substantial Reduction of Employment:** If during the term of this agreement, or during the five-year period immediately following the end date of this grant agreement, the Grantee (or insert name of company if grant is to BDCC or other entity but benefits subject company) ceases to operate in Windham County, Vermont or substantially reduces employment in Windham County, Vermont, the Grantee shall be considered in breach of this agreement and subject to the "Breach/Recapture of Grant Funds/Termination of Agreement" provision of this attachment. For the purposes of this agreement, "ceases to operate" means that the entity that is the recipient or beneficiary of this grant closes or no longer conducts business in Windham County, even if the business is moved to another county of Vermont. For the purposes of this agreement, a substantial reduction in employment means that the full-time employment on the date this agreement is signed by the entity that is the recipient or beneficiary of this grant is reduced by thirty percent (30%) or more. If this provision is triggered during the five-year period after the end date of the agreement, the recapture of grants funds shall be in accordance with the following schedule:

<u>Number of years from agreement end date:</u>	<u>Percent of maximum grant amount to be recaptured:</u>
Within one year	100%
More than one year, less than two years	80%
More than two years, less than three years	60%
More than three years, less than four years	40%
More than four years, less than five years	20%
More than five years	0%

- 6. Custodian of Executed Agreement:** The Grantee shall maintain the fully executed original of this Agreement.
- 7. Certificate of insurance:** Grantee is required to submit to the State its certificate of insurance prior to commencement of work and/or release of payment (s).
- 8. Loss of Good Standing with Department of Taxes/Suspension of Agreement:** The State may withhold payment from the Grantee if the Grantee is not in good standing with taxes due the State and may condition payment on receipt of a newly signed certification under the pains and penalties of perjury that as of the date the certification is signed, the Grantee 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. If the Grantee fails to make the updated certification of good standing before the expiration date of the Grant Agreement, the Grantee shall forfeit the amount requested and the State shall retain the same.

(End of Attachment B)

## 6.4 Attachment C – Standard State Provisions for Contracts and Grants

### ATTACHMENT C STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS REVISED JULY 1, 2016

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

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

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court in any action or proceeding regarding this Agreement. The Party agrees that it will first exhaust any available administrative remedies with respect to any cause of action it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

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

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to state employees, nor will the state withhold any state or federal taxes except as required under applicable tax law, 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 regarding agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

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

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party’s indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon

a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

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

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

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. A 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. The Party shall accept any 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 amended endorsement is added to the policy extending Vermont for coverage purposes. Otherwise, the party shall procure 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 have an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$2,000,000 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 vehicles, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

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

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

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

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act, 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, or authority 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 report monetary awards as a result of such disclosures, nor should they be required to report misconduct of the Party or its agents or to reporting to any governmental entity and/or the public.

**12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:**

**A. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for that fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the grantor Party within 90 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 \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

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

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

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

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

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off amount to 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 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 the State of Vermont.
- D. Party also understands that 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 amount due.

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

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

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

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

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

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

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

**20. No Gifts or Gratuities:** Party shall not give 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 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://bg.vermont.gov/purchasing/debarment>

**23. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

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

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

**26. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly

or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

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

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

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriations authority, in the case that this Agreement is a Grant that is funded in whole or in part by federal funds, 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 Subsequent from State revenue.
- B. Termination for Cause:** Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. No Implied Waiver of Remedies:** A party's decision or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

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

**30. Transition Assistance:** Upon the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

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

(End of Attachment C)

## 6.5 Attachment D – Other Grant Agreement Provisions

### ATTACHMENT D OTHER GRANT AGREEMENT PROVISIONS

1. **Cost of Materials:** Grantees will not buy materials and resell to the State at a profit.
2. **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.
3. **Public Records:** Notwithstanding any provision contained herein, records remaining solely in the possession of the Grantee or any client entity of Grantee shall not be subject to public inspection under the provisions of 1 V.S.A., chapter 5, subchapter 3.
4. **Grantee's Liens:** Grantee will discharge any and all grants or mechanical liens imposed on property of the State through the actions of subgrantees.
5. **Ownership of Equipment:** Any equipment purchased or furnished to the Grantee by the State under this Grant Agreement provided on a loan basis and remains the property of the State.
6. **State Minimum Wage:** The Grantee will comply with state minimum wage laws and regulations, if applicable.
7. **Health Insurance Portability and Accountability Act (HIPAA):** The confidentiality of any health care information acquired by or provided to the Grantee shall be maintained in compliance with any applicable State or federal laws or regulations.
8. **Equal Opportunity Plan:** If the Grantee is required by the Federal Office of Civil Rights to have a plan, the Grantee must provide a copy of the approved plan to the State.
9. **Legal Services:** If the Grantee will be providing legal services under this Grant Agreement, Grantee agrees that during the term of this Grant Agreement he or she will not represent anyone in a matter, proceeding, or lawsuit against the State of Vermont or any of its agencies or instrumentalities. After termination of this Grant Agreement, Grantee agrees that he or she will not represent anyone in a matter, proceeding, or lawsuit substantially related to this Grant Agreement.

(End of Attachment D)

## 6.6 Appendix 1 – Performance Measures

### APPENDIX 1 PERFORMANCE MEASURES

The Grantee will be evaluated by the State on its implementation of the following performance measures. This form will be utilized by the State during monitoring visits to report the Grantee's performance. Low performance scores may result in no further grants with the State of Vermont Agency of Commerce and Community Development. Grantees may use this form as a tool to perform a self-assessment throughout the grant period.

Performance Measures			
Grantee: <b>Organization/Business</b>			
Grant Number: <b>07100-WCGP-16-####</b>			
Grantee's performance shall be measured against the following specific Performance Measures:			

Benchmarks (Should be specific to the Scope of Work)	Failed Expectations	Met Expectations	Exceeded Expectations
<p><b>1.</b> Action items to be completed in the performance of the award.</p> <p><b>Target:</b> Ideal outcome (measure) of the action item listed above used as a benchmark to guide future monitoring to determine if the expectations have been met.</p>			
<p><b>2.</b> Action items to be completed in the performance of the award.</p> <p><b>Target:</b> Ideal outcome (measure) of the action item listed above used as a benchmark to guide future monitoring to determine if the expectations have been met.</p>			
<p><b>3.</b> Action items to be completed in the performance of the award.</p> <p><b>Target:</b> Ideal outcome (measure) of the action item listed above used as a benchmark to guide future monitoring to determine if the expectations have been met.</p>			

<b>This section to be completed by State's grant monitor.</b>	
Name of person completing form (please print): _____	
Title of person completing form: _____	Date form completed: _____

(End of Appendix 1)

## 6.7 Requisition Form



### Windham County Economic Development Program

#### Requisition Form

Complete each section. Attached the required documentation to each requisition. Should there be questions, ACCD staff may request additional supporting documentation prior to processing this requisition. 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: 07100-WCECP-15R1-	
Project Name:			Date:
Contact:	Telephone #:		
Contact Email Address:	Award Amount: \$00.00		
Address:	Deposit Account #:		
Type of Request:		Period covered by Request:	
<input type="checkbox"/> Initial <input type="checkbox"/> Regular # <input type="checkbox"/> Final		Beginning:                      End:	

#### II. BUDGET AND REIMBURSEMENT REQUEST

Enter the required information in to Columns B, C & H. Column B = Enter the total amount of funds that have been requisitioned and received to date. Column C = Enter the funds being requisitioned for the period covered by this request. Column H = Enter all cash and other funds received from the beginning of the grant period to the date listed above (see the Grant Agreement Payment Provisions, Budget.) The remaining columns will automatically calculate.

Requisition Request	A WCECP Grant Award	B Total Funds Disbursed to Date	C WCECP Funds Being Requested This Period	D Total WCECP Funds Expended to Date (B+C)	E WCECP Funds Remaining in Grant (A-D)
Salaries/Wages				\$ 0.00	\$ 0.00
Operating Costs				\$ 0.00	\$ 0.00
Consultant/Professional Fees				\$ 0.00	\$ 0.00
Permits/Fees				\$ 0.00	\$ 0.00
Construction				\$ 0.00	\$ 0.00
Acquisition				\$ 0.00	\$ 0.00
Debt Service				\$ 0.00	\$ 0.00
Machinery/Equipment				\$ 0.00	\$ 0.00
Marketing/Outreach				\$ 0.00	\$ 0.00
Feasibility Study/Planning				\$ 0.00	\$ 0.00
Other				\$ 0.00	\$ 0.00
Other				\$ 0.00	\$ 0.00
Admin				\$ 0.00	\$ 0.00
<b>Total</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Project Budget as Approved	F WCECP Grant Award	G Applicant Cash & Other Sources of Funding	H Total Project Budget (A+F)	I Total Cash & Other Funds Received (from beginning of grant through this period's end date)	J Funds Remaining in Grant (G-D-H)
Salaries/Wages			\$ 0.00		\$ 0.00
Operating Costs			\$ 0.00		\$ 0.00
Consultant/Professional Fees			\$ 0.00		\$ 0.00
Permits/Fees			\$ 0.00		\$ 0.00
Construction			\$ 0.00		\$ 0.00
Acquisition			\$ 0.00		\$ 0.00
Debt Service			\$ 0.00		\$ 0.00
Machinery/Equipment			\$ 0.00		\$ 0.00
Marketing/Outreach			\$ 0.00		\$ 0.00
Feasibility Study/Planning			\$ 0.00		\$ 0.00
Other			\$ 0.00		\$ 0.00
Other			\$ 0.00		\$ 0.00
Admin			\$ 0.00		\$ 0.00
<b>Total</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**SOURCES OF CASH AND OTHER FUNDS RECEIVED**

Source	Amount
1	
2	
3	

**IN-KIND INFORMATION**

Source	Estimated Value
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 \_\_\_\_\_ hired from this funding during this period?  
 Not Applicable    Yes    No

**III. COMMENTS AND AUTHORIZATION**

Include any additional information or comments necessary for final approval.

Required documents for this reporting period:  
 Summary documentation of expenditures supporting this Requisition  
 If appropriate, summary documentation of Initial Requisition.

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

\_\_\_\_\_  
 Authorized Official

**FOR STAFF USE ONLY**

Date Received: \_\_\_\_\_ Amount Approved: \$ \_\_\_\_\_

VEPC Approved: \_\_\_\_\_ Date: \_\_\_\_\_

ACCD Approved: \_\_\_\_\_ Date: \_\_\_\_\_

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

6.8 Progress Report



**Windham County Economic Development Program  
Progress Report**

**I. GRANT INFORMATION**

Grantee:		Grant Number: 07100-WCECP-	
Project Name:			Date:
Contact:		Telephone #:	
Contact Email Address:		Address:	
Award:	Total Grant Funds Expended to Date:	Total Other Funds Expended to Date:	Percent Project Completed:
\$	\$	\$	0.00%
Expected Completion Date:	Estimated Funds Required to Complete Project:	Estimated Cost Overruns, if applicable:	
	\$		
Period Report Covers:	Beginning:	End:	

**II. MATCH/IN-KIND INFORMATION**

Provide information regarding the Match and/or In-Kinds funding as part of the grant agreement. Provide the Source of the funding, amount, date available, status of the application. "Secured" means you must be able to provide documentation of a commitment. "Pending" means the source of the funding is an application from you. "Under Consideration" means you are considering applying for the grant or other source of funding.) and provide any notes or explanations.

Source	Amount	Available	Secured, Pending or Under Consideration	Notes and Explanations
			<input type="checkbox"/> S <input type="checkbox"/> P <input type="checkbox"/> UC	
			<input type="checkbox"/> S <input type="checkbox"/> P <input type="checkbox"/> UC	
			<input type="checkbox"/> S <input type="checkbox"/> P <input type="checkbox"/> UC	
			<input type="checkbox"/> S <input type="checkbox"/> P <input type="checkbox"/> UC	

**III. GENERAL NARRATIVE**

Provide information regarding the impact the 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, Actions, Activities and Performance.

#### IV. GOALS AND PERFORMANCE

Describe the progress or completion of the specific Goals, Actions, Activities and Performance Measures detailed in Attachment A, Section 2 and Section 3 of the Grant Agreement. Clearly identify the item being discussed. Include specific details and information showing progress or completion. Provide any information about circumstances that could delay the completion or lead to any unexpected cost overruns. Include an evaluation of any and all subrecipient(s) performance to date (if applicable), and any SeVEDS goals achieved or being worked towards. (This text box does not have a character limit. You may attach additional sheets.)

SAMPLE

#### V. CERTIFICATION

- Attach a photo (with 1-2 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, attach a State of Vermont Photo Release form.
- 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.

Signature

Signature

Title

Title

Date

Date