



REQUEST FOR PROPOSALS TOWN OF CORINTH, VERMONT

Design/Engineering Services for Upgrades to Town Hall
and Office Building HVAC Systems
October 10, 2025

RFP Response Deadline - Proposals are due by 3:00 PM on November 4, 2025 (submission requirements below).

Contact Person for RFP Questions - Questions about this RFP shall be directed in writing to Norm Collette, Town Hall Facility Manager at normcollette5519@gmail.com. The last day to **submit questions shall be October 21, 2025**. A written addendum answering all questions received shall be issued no later than October 28, 2025.

Project Information

The Town of Corinth (Town) town hall and office building was built in the 1910s and is located in the historic hamlet of Cookeville. The building has had a wide range of uses over the years from the original feed and mercantile business to the Town's schoolhouse, and finally to the current use of town hall and office building. The original building is a two-story balloon framed structure with a flat roof. An addition was added to the original structure in the late 2000s. The building's foundation and basement level are a mix of concrete and field stone with some of the space being full height (~5'-8" height) and other areas being reduced to crawl space.

The town hall is currently heated with an oil burning forced hot air furnace (Metromatic MFG - 200,000 BTU/hr) and a hydronic propane boiler (Peerless Boilers - 128,000 BTU/hr). The oil furnace primarily provides heat to areas of the original structure, while the propane boiler supplies heat to portions of both the original structure and the newer addition. The propane boiler also serves to supply supplemental hot water to the building's bathrooms and kitchen as needed. Both units are in good condition and will remain in place and functional to serve as backup to the new HVAC systems.

The Town of Corinth was recently awarded an Act 172 Community Capacity Implementation Grant, through the Municipal Energy Resilience Program (MERP), by the Vermont Department of Buildings & General Services (BGS). Grant funds will be used to make HVAC improvements to the town hall and office building. The proposed HVAC system upgrades would include the addition of a cold climate heat pump and ductless mini-splits to heat and cool the office space. It is assumed that two indoor head units will be required as the office space consists of two separate areas. Additionally, a second cold climate heat pump system is envisioned to work in conjunction with the existing forced hot air furnace as a hybrid type system. The Town is seeking proposals from qualified engineering consultants for the design of both heat pump systems. Work related to this project must be completed by **December 31, 2026**, as specified in the attached Grant Agreement.

Scope of Work

The design/engineering scope of work will include:

1. An initial meeting on-site with representatives of the Town and Consultant to develop a clear understanding of the project goals, objectives, timelines, and deliverables.

2. Additional site visits as needed to collect data or existing conditions information needed for project design and permitting.
3. Reviewing the Corinth – Town Hall MERP Level 1 Energy Assessment, dated 8/23/24.
4. Reviewing other relevant documents including, but not limited to, the Grant Agreement and the Memorandum of Agreement (MOA) between the BGS and the Vermont Division for Historic Preservation (VDHP).
5. Assisting the Town in identifying and acquiring federal, state and local permits and approvals necessary to complete the project including, but not limited to, approval from VDHP in accordance with the above-referenced MOA and approval from the Vermont Division of Fire Safety. The Town will be responsible for permit fees.
6. The design of a mini-split ductless heat pump system for heating and cooling of the building's office space, and the design of a hybrid heat pump system using the existing forced hot air furnace for the remaining building's heating needs. In support of the design, commercial load calculations shall be completed in accordance with the current version of ANSI/ACCA Manual N (Commercial Load Calculation), or equivalent, using interior design temperatures of 75 degrees for cooling and 70 degrees for heating. Room by room load calculations shall be completed to evaluate building heating and cooling needs. The design shall select commercial equipment in accordance with the current version of ANSI/ACCA Manual CS (Commercial Applications, Systems and Equipment) or equivalent. Cooling equipment shall be capable of meeting the sensible and latent load of the building that is not sized more than 115% of total load or next available size. Heating equipment shall be of the lowest capacity required to meet the design heating load and provide the air movement required by air conditioning equipment installed. The selected HVAC system components shall be ENERGY STAR® certified, or equivalent, and cold climate compatible.
7. A hybrid heat pump/forced hot air furnace control system that manages which component of the system is operating based on exterior temperature and building heating/cooling needs.
8. Developing a complete bid package including a detailed scope of work with plans, schematics, design drawings and technical specifications that a contractor will need to bid on and construct the project.
9. Preparing additional documents or information needed to complete the project, including contract documents, a project cost estimate (with items and quantities), and a project construction schedule.
10. Ensuring that plans and documents prepared for the project are consistent with applicable laws, statutes, ordinances, building codes and standards including, but not limited to, IBC standards, Building Performance Institute (BPI) Standards and Vermont Building Energy Standards.
11. Consulting with Efficiency VT, Washington Electric Cooperative, Inc. and others, as needed, during project planning and design to maximize energy and cost savings, and to ensure compliance with applicable regulations.
12. Answering questions about the Scope of Work from contractors interested in responding to the Request for Bids.
13. Assisting the Town in evaluating contractor bids.

Submission Requirements

To respond to this RFP, please email a PDF of the proposal by the above indicated deadline to Norm Collette, Town Hall Facility Manager at normcollette5519@gmail.com using "Town Hall HVAC Proposal" in the subject line. Proposals may also be hand delivered or mailed (six hard copies requested) to the Town Office located

at 1387 Cookeville Road, Corinth, VT 05039 (mailing address PO Box 461, Corinth, VT 05039). Proposals received after the due date and time, either by email, mail, or hand delivery, will not be accepted or reviewed.

The Town Office is open, Monday and Thursday between the hours of 8:00 AM and 2:00 PM and on Tuesday between the hours of 8:00 AM and 4:00 PM.

Responses should include the following information:

1. **Cover Letter** - Include a cover letter expressing the consultant's interest in the project and outlining its qualifications and experience with similar projects.
2. **Approach** - Include a description of the general approach to be taken toward completion of the project. Also provide an explanation of variances to the proposed scope of work outlined in this RFP, and insights into the project gained as a result of developing the proposal.
3. **References** - Include a minimum of three references for whom a similar project has been completed within the past five years.
4. **Schedule** - Provide a detailed schedule for completing the Scope of Work.
5. **Fee Structure and Total Cost** - Estimate the cost of the project on a time and materials basis with a not to exceed total. Specify the number of hours needed to complete each of the activities described in the scope and the associated hourly rates, as well as the cost of materials needed.

The cost of preparing and submitting a proposal is at the sole expense of the consultant. Proposals become the property of the Town upon submission.

Consultant Selection

Proposals will be evaluated by the Town Hall Building Committee at a public meeting to be held on **November 6, 2025 at 7:00 PM** at the Town Hall, located at 1387 Cookeville Road, Corinth, VT 05039. The Committee will then present their recommendation to the Town of Corinth Select Board for approval at their next meeting held on **November 10, 2025, at 6:30 PM** at the Town Hall.

Evaluations will be based on the following criteria:

1. The qualifications of the consultant and the personnel expected to work on the project.
2. The experience of key staff members that have worked on similar projects.
3. The clarity of the proposal and the extent to which it addresses the requirements of the RFP.
4. The consultant's ability to do the work within the specified timeframe.
5. The estimated total cost of the project.

Prior to selection, the Select Board may elect to interview one or more of the consultants that submit a proposal. The Select Board also reserves the right to seek clarification of submitted proposals and to select the consultant whose proposal is considered to best serve the Town's interests.

The Select Board has the right, at its sole discretion, to cancel, in part or in its entirety, this RFP; to reject any and all proposals, wholly or in part; to waive any informalities or any irregularities therein; to accept any proposal even though it may not be the lowest; to call for additional proposals; to negotiate with any qualified source; and to make an award which, in its sole and absolute judgment, will best serve the Town's interest. This solicitation in no way obligates the Town to award a contract. If a contract is awarded, the Select Board reserves the right to investigate the financial condition of consultant to determine the ability to assure service throughout the term of the contract.

Contracting

The Consultant, prior to being awarded a contract, shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101; Phone: (802) 828-2363, (800) 439-8683; Vermont Relay Service – 711; Web site: <https://sos.vermont.gov> The contract will not be executed until the Consultant is registered with the Secretary of State's Office.

The Grant Agreement for this project includes Attachment C: Standard State Provisions for Contracts and Grants, which requires the following provisions to be included in all contracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

Upon award of this contract, the successful Consultant will be expected to execute sub-agreements with subconsultants named in the proposal, and to identify each subconsultant's workers compensation insurance provider.

Insurance Requirements

Prior to beginning work, the Consultant shall obtain Insurance Coverage that meets the requirements of the Standard State Provisions for Contracts and Grants and includes professional liability insurance. A certificate of insurance documenting coverage and naming the Town as an Additional Insured shall be provided to the Town.

Part 1-Grant Award Detail

¹ Grant #: 01155_A172_5039_T_CORINTHXXX_I		² Original ☐		Amendment # ☐ 1	
³ Grant Title: ACT 172 COMMUNITY CAPACITY IMPLEMENTATION GRANT					
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$411,347.70		⁶ Total Award Amount: \$411,347.70	
⁷ Award Start Date: 12/16/2024		⁸ Award End Date: 12/31/2026		⁹ Subrecipient Award: YES ☐ NO ☒	
¹⁰ Vendor #: 0000040335		¹¹ Grantee Name: TOWN OF CORINTH			
¹² Grantee Address: P.O. Box 461					
¹³ City: Corinth			¹⁴ State: VT		¹⁵ Zip Code: 05039
¹⁶ State Granting Agency: DEPARTMENT OF BUILDINGS AND GENERAL SERVICES				¹⁷ Business Unit: 01155	
¹⁸ Performance Measures: YES ☒ NO ☐		¹⁹ Match/In-Kind: \$0.00 Description:			
²⁰ If this action is an amendment, the following is amended: Amount: ☐ Funding Allocation: ☐ Performance Period: ☐ Scope of Work: ☒ Other: ☐					

21 Grantee Identifier [UEI] #:		22 Indirect Rate: % (Approved rate or de minimis 10%)	23 FFATA: YES ☐ NO ☐	
24 Grantee Fiscal Year End Month (MM format):			25 R&D: ☐	
26 Entity Identifier [UEI] Name (if different than VISION Vendor Name in Box 11):				

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund		\$411,347.70	\$411,347.70	
Special Fund			\$0.00	
Global Commitment (non-subrecipient funds)			\$0.00	
Other State Funds			\$0.00	

³¹ CFDA#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Fed Award Date	³⁸ Total Federal Award
				\$0.00			
³⁵ Federal Awarding Agency:			⁴⁰ Federal Award Project Descr:				
				\$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
				\$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
				\$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
				\$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
Total Awarded - All Funds		\$0.00	\$411,347.70	\$411,347.70			

⁴¹ STATE GRANTING AGENCY	⁴² GRANTEE
NAME: Brian Sewell	NAME: Carl Demrow
TITLE: State Energy Program Manager	TITLE: Selectboard Member
PHONE: (802) 622-4291	PHONE: (802) 505-1867
EMAIL: Brian.Sewell@vermont.gov	EMAIL: cdcorinth@gmail.com



State of Vermont
Standard Grant Agreement

Agreement # 01155_A172_5039_T_CORINTHXXX_I

Part 2 – Grant Agreement

1. **Parties:** This is a Grant Agreement between State of Vermont
Department of Buildings and General Services (BGS), (hereinafter called "State")
And
Municipality of Corinth
with principal place of business at **P.O. Box 461 Corinth, Vermont 05039**
(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.
2. **Subject Matter:** The subject matter of this Grant Agreement is the Municipal Energy Resilience Program-Capacity Building Implementation-Grant authorized by 2022 Acts and Resolves No. 172 Sec. 3(c)(1)(B).
3. **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.
4. **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 Subrecipient.
5. **Term and Effective Date:** This agreement shall become effective from the date of signing by both parties and remain in effect until all funds awarded to the Grantee have been spent and all of the Grantee's reporting requirements to the State have been satisfied, unless superseded by a future agreement which may better reflect the timeline of monitoring and reporting required by the State.
6. **Cancellation:** This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 60 days in advance.
7. **Attachments:** This Grant consists of 12 pages including the following attachments that are incorporated herein:
 - Grant Agreement-Part 1 – Grant Award Detail
 - Grant Agreement Part 2 – Grant Agreement
 - Attachment A – Scope of Work To Be Performed
 - Attachment B – Payment Provisions
 - Attachment C – Customary State Grant Provisions
 - Attachment D – Other Provisions
8. **Order of Precedence:** Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
 - 1) Grant Agreement Part 1 and Part 2
 - 2) Attachment C
 - 3) Attachment D
 - 4) Attachment A
 - 5) Attachment B



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

By the State of Vermont:

Date: 4/25/25

Signature: Wanda L. Minoli

Name: Wanda Minoli

Title: Commissioner of BGS

Department of Buildings and General Services

By the Grantee:

Date: April 24, 2025

Signature: Carl E. Demrow

Name: Carl Demrow

Title: Select Board Member



ATTACHMENT A: SCOPE OF WORK

Corinth

The Corinth Town Hall upgrades include:

1. HVAC:
 - a. Replace existing heating oil furnace with cold climate heat pumps.
 - b. ~~Replace existing propane boiler with~~ Install ductless mini-splits. Boiler will remain back-up and mini-splits will be added to provide primary heat to offices.
 - i. SCOPE AMENDMENT: REMOVAL of 01155_A172_5039_T_CORINTHXXX_I Attachment A, Corinth Town Hall, 1. HVAC, B. *"replace existing boiler"*, ADDITION of *"Boiler will remain back-up and mini-splits will be added to provide primary heat to offices."* (04/23/2025)
2. Envelope:
 - a. Air sealing.
 - b. ~~Add fiberglass batt insulation.~~ Stud spacing will be filled with cellulose where it meets the attic. Attic floor will be covered with rigid foam and then covered with plywood.
 - i. SCOPE AMENDMENT: REMOVAL of 01155_A172_5039_T_CORINTHXXX_I Attachment A, Corinth Town Hall, 2. Envelope, B. *"add fiberglass batt insulation"*, ADDITION of *"Stud spacing will be filled with cellulose where it meets the attic. Attic floor will be covered with rigid foam and then covered with plywood."* (04/23/2025)
 - c. Replace current single pane windows with Energy Star double pane windows.
3. Convert lighting to LEDs.
4. Conduct all necessary ADA upgrades to complete project scope. (Most ADA improvement necessary will be made as part of another grant replacing the external entrance)
 - i. SCOPE AMENDMENT: ADDITION of 01155_A172_5039_T_CORINTHXXX_I Attachment A, Corinth Town Hall, 4. *"Most ADA improvement necessary will be made as part of another grant replacing the external entrance."* (04/23/2025)
5. Project management, architecture and engineering services.
6. ~~Install x1 level 2 EV charger.~~ Conduct electrical upgrades to allow for heat pump installation.
 - i. SCOPE AMENDMENT: REMOVAL of 01155_A172_5039_T_CORINTHXXX_I Attachment A, Corinth Town Hall, 6. *"install x1 level 2 EV charger"*, ADDITION of *"Conduct electrical upgrades to allow for heat pump installation."* (04/23/2025)
7. Other:
 - a. Install WaterSense aerators in bathroom and kitchen.
 - b. Replace existing refrigerator with Energy Star refrigerator.
 - c. Replace existing dishwasher with Energy Star dishwasher.

The Corinth Town Garage upgrades include:

1. HVAC:

- a. ~~Install ductless mini-split units – existing oil boiler will remain as supplemental heating.~~ Install air to water heat pump that will heat the new Radiant slab and the office space.
 - i. SCOPE AMENDMENT: REMOVAL of 01155_A172_5039_T_CORINTHXXX_I Attachment A, Corinth Town Garage, 1. HVAC, A. *“Install ductless mini-split units – existing oil boiler will remain as supplemental heating.”*, ADDITION of *“Install air to water heat pump that will heat the new Radiant slab and the office space.”* (04/23/2025)
 - b. Insulate heating system water lines.
 - c. Remove old oil boiler and install a newer more efficient waste oil burner for old side of garage and Modine high temp heaters.
 - d. Install ERV system in new side of garage to help with increased humidity form radiant slab and snow melt.
 - i. SCOPE AMENDMENT: ADDITION of 01155_A172_5039_T_CORINTHXXX_I Attachment A, Corinth Town Garage, 1. HVAC, C. and D. (04/23/2025)
- 2. Envelope:
 - a. Air sealing, doorways, overhead doors, windows, around electrical outlets, and penetrations.
 - b. Replace single pane windows with new Energy Star double pane windows.
 - c. Add loose fill roof insulation to original roof.
 - d. Install 4 new insulated overhead doors
 - i. SCOPE AMENDMENT: ADDITION of 01155_A172_5039_T_CORINTHXXX_I Attachment A, Corinth Town Garage, 2. Envelope, D. (04/23/2025)
- 3. Convert lighting to LEDs.
- 4. Project management, architecture and engineering services.
- 5. ~~Install 23kw solar array.~~ Install 15 kW array on new garage roof.
 - i. SCOPE AMENDMENT: REMOVAL of 01155_A172_5039_T_CORINTHXXX_I Attachment A, Corinth Town Garage, 5. *“install 23kw Solar array”*, ADDITION of *“Install 15 kW array on new garage roof.”* (04/23/2025)
 - ~~b. Conduct recommended roof replacement:~~
 - i. SCOPE AMENDMENT: REMOVAL of 01155_A172_5039_T_CORINTHXXX_I Attachment A, Corinth Town Garage, 5., b. (04/23/2025)
- 6. Other:
 - a. Install aerators in bathroom.
 - b. Insulate hot water lines.
 - c. Insulate hot water tanks.
 - d. Replace DHW with new point-of-use hot water heater.

ATTACHMENT B: PAYMENT PROVISIONS

In accordance with Act 172 Sec. 3 (B)(1)(A) Buildings and General Services (BGS) shall administer

“(A) no more than \$500,000.00 to each covered municipality for approved projects for weatherization, thermal efficiency, to supplement or replace fossil fuel heating systems with more efficient renewable or electric heating systems, and any other expenditures necessary for the project to be eligible for funding under federal law and guidelines”.

. Upon execution of this agreement the grantee will receive a Grant Number to utilize in all correspondence, invoicing and reporting with both BGS and FSD. Upon signature by the grantee and the State (BGS), the grantee shall receive a copy of the fully executed agreement. In order for funds to be issued the following documents are required:

- i. Payment Request Form
- ii. A Certificate of Insurance
- iii. A W-9 Form
- iv. An Affirmation of Use of Funds Form

The grantee will submit invoices and proof of payment (bank statement/receipts) to BGS for reimbursement. BGS will track the progress of the project(s) being completed to ensure grant compliance. BGS commits to disbursement of the first payment within 30 days of receiving invoices and proof of purchase from grantee.

The grantee commits to submitting a report detailing a narrative summary along with funds spent every quarter. If the community capacity building projects are ongoing, a report will be submitted for each quarter that funds are spent. BGS will require the grantee to provide invoices and proof of payment, and all documents regarding funds spent on this project(s).

If the grantee has claimed a financial hardship and is requesting payment in advance of initial funds the grantee must prove the financial hardship to BGS by submitting a narrative and all relevant documentation explaining why they are requesting funds in advance. If approved, BGS will provide the grantee with up to 20% of the total awarded amount. After the initial funds are distributed, BGS will track the progress of the work being performed. As the grantee draws down on the initial awarded funds, the following payments will consist of the remaining awarded grant amount distributed based on the amount invoiced for actual project costs incurred during the quarterly reporting periods until funds run out. BGS suggests that the funds for this grant be held in a separate account from other municipal funds to ensure these funds are used only for the Scope of Work outlined in Attachment A and to provide proof of spending required by any potential audit of the program.

BGS commits to having all grant payments out to towns by 12/31/2026. If the grantee has demonstrated completed work but has not yet completed the project(s) by 09/30/26 the grantee must prove they have vendors under contract to complete the work for this project(s) outlined in Attachment A, in order to receive the remaining awarded funding. If by 03/31/26 the grantee has not begun work on awarded projects, cannot demonstrate reasonable evidence of completion, and or does not have a vendor under contract to complete the work then BGS reserves the right to recapture the awarded funds.

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

Premises - Operations

Products and Completed Operations Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

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

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

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

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

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

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

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

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

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

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities

Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

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

16. Taxes Due to the State:

A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

A. is not under any obligation to pay child support; or

B. is under such an obligation and is in good standing with respect to that obligation; or

C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

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

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the

identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

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

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

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

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

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

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

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

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

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

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

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

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

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

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

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

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

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part

200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

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

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

32. Requirements Pertaining Only to State-Funded Grants:

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

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

Attachment D: Other Provisions

1. **Use of Funds:** The Grantee shall use these funds solely for the purpose of this Grant Agreement.
2. **Liens:** Grantee will discharge any and all contractors or mechanics' liens imposed on property of the State through the actions of subcontractors.
3. **Historical Preservation:** If the grantee's building(s) is on the historical preservation register and needs approval for this project, the grantee has 6 months from the date of the execution of this agreement to get the project approved and all historical objections resolved. If unresolved after 6 months BGS reserves the right to suspend the agreement pending a review with the grantee and VDHP. BGS reserves the right to request information regarding the progress of the historical preservation aspect for this project.
4. **Duplication of Benefits:** The State (BGS) recognizes that there are other grant programs, federal tax credits, or funding mechanisms available to municipalities that cover costs for equipment and measures awarded under this program. Examples may include but are not limited to, the solar photo voltaic Federal Tax Credit (FTC), Department of Libraries Capital Projects Grant, Inflation Reduction Act, etc.
Because applicants may have received funding from these sources other than the Municipal Energy Resilience Implementation Grant, an applicant may experience what is called a "duplication of benefits."
For the Municipal Energy Resilience Implementation Grant program, grantees will be at risk of duplication of benefits if at the end of 2026, if the grantee has invoiced for costs already paid for through another funding mechanism. The State of Vermont, by federal rules, is required to monitor and rectify situations where grantees experience a duplication of benefits. If the grantee experiences a duplication of benefits, you may be required to pay back a portion or all the grant received. The Department may use information from future tax filings to determine whether a duplication of benefits occurred.
Municipalities seeking additional funding are strongly encouraged to consider if additional grant funding may put them at risk of having a duplication of benefits at the end of 2026.
5. **Noncompetitive Bid:** BGS strongly encourages the grantee to use a competitive bid process. If the grantee does not use a competitive bidding process, the grantee will need to provide sole source contract documentation with justification to BGS .

Special Requirements

1. **Americans with Disabilities Act (ADA)** – In accordance with Act 172, municipalities will be required to attest that the facility receiving an implementation grant is ADA compliant or that the municipality will use up to 20% of the grant amount received towards ADA improvements in the facility. A survey may be needed to determine if a building is ADA compliant. Site surveys can be completed using online resources or by a consultant. At their own expense, municipalities may hire their own consultants or utilize a consultant under retainer contract through the BGS Office of Purchasing and Contracting.
2. **High Speed Internet-** Act 172 requires that all municipalities that receive services or funding from the Program attest that the covered municipality has access to high-speed Internet as defined in the State's Telecommunication Plan set forth in 30 V.S.A. § 202c or that a plan is in place by the end of 2024 to ensure access to high-speed Internet. **Note:**

Membership in a state recognized Communications Union District (CUD) qualifies the municipality as having met this requirement.