

December 11, 2020

Request for Qualifications (RFQ): External Research for the Vermont Agency of Transportation 2020

The Research Section of the Policy, Planning and Intermodal Development Division (PPAID) of the Vermont Agency of Transportation, hereinafter referred to as VTrans, is seeking Requests for Qualifications (RFQ) to provide external research. Research projects may be related to planning, design, construction, management, maintenance of highway, public transportation, and intermodal transportations systems. This RFQ represents the first phase in which the VTrans' Research Section will complete scoring of the RFQs received based on the evaluation scoring criteria in this RFQ. Based on those scores the Research Section will determine a Qualified Researcher List (QRL). The Qualified Researchers (QR) will be notified, and the list will be uploaded to VTrans' website. The QRL will be active for two (2) years. After two (2) years there will be another RFQ solicited. To be able to conduct external research for VTrans you must be on the QRL which requires resubmittal of your qualifications every (2) two years. The QR will have an opportunity each Federal Fiscal Year (FFY) to conduct research for VTrans through an open and competitive solicitation process which will result in a legally binding Agreement between the awarded QR and VTrans. This phase and accompanying phases can be located in Appendix A of this RFQ.

All questions related to this RFQ shall be forwarded to **Tricia Scribner, AOT Contract Administration**, by e-mail at tricia.scribner@vermont.gov. All such questions and requests shall be received **no later than 2:00 p.m. on Monday, December 28, 2020**. VTrans will not be bound by any oral communications. All questions or requests for clarification received will be documented and answered after this date. ***Communication with other VTrans personnel regarding this RFQ is prohibited and may result in the rejection of your RFQ.***

Addendums(s) / Modifications. In the event that it becomes necessary to revise, modify, clarify, or otherwise alter this RFQ, including VTrans' responses to questions and requests for clarification, such addendum(s)/modification(s) shall be posted to the VTrans Contract Administration website.

IT IS THE ORGANIZATION'S RESPONSIBILITY TO OBTAIN ANY RFQ MODIFICATIONS ISSUED.

They will be posted on the VTrans Contract Administration website at: [Contracts for Services | Agency of Transportation \(vermont.gov\)](#)

Reservation of Rights. All RFQ's become the property of VTrans upon submission. The cost of preparing and submitting an RFQ is the sole expense of the Organization. Unselected RFQ's shall be securely disposed of at VTrans' discretion. VTrans reserves the right to reject any and all RFQ's received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel this RFQ in part or in its entirety if it is in the best interest of VTrans. This solicitation of an RFQ in no way obligates VTrans to award a contract.

Exceptions to Terms and Conditions. The Organization must state in the RFQ any exceptions taken to the terms and conditions in this RFQ. For each exception the Organization shall identify the term or condition, state the reason for the exception, and provide any other information concerning the exception. Such exceptions, deviations or conditional assumptions may, however, result in rejection of the RFQ as unresponsive. Failure to note exceptions when responding to the RFQ will be deemed to be acceptance of the State contract terms and

conditions. If exceptions are not noted in the response to this RFQ but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State.

Confidentiality

All RFQs received will become part of the file and will become a matter of public record, and may be disclosed to the public in accordance with the Vermont Public Records Act, 1 V.S.A. § 315 et seq. If the RFQ documents include material that is considered by the Organization to be proprietary and confidential under 1 V.S.A. § 315 et seq., the Organization shall submit a cover letter that clearly identifies each page or section of the RFQ that it believes is proprietary and confidential. The Organization shall also provide in their cover letter a written explanation *for each marked section* explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the Organization if the identified material were to be released. **Additionally, the Organization must include a redacted copy of its response for portions that are considered proprietary and confidential.** Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances can the entire response be marked confidential, and the State reserves the right to disqualify responses so marked.

Request for Qualifications Instructions – General

The quality of RFQs and adherence to solicitation response requirements and/or restrictions are considered reflective of the manner in which the Organization could be expected to conduct business and will be given due consideration throughout the evaluation process.

Failure to provide all required information, or indications that the Organization did not conform to all terms as set forth in the RFQ and attachments may make the offer non-responsive and may result in the elimination of the Organization from further consideration for being on the QRL.

RFQs or unsolicited revisions submitted after the specified due date and time will not be accepted and will be securely disposed of.

Required Electronic Submittal Information:

RFQs will be received electronically via email at Tricia.Scribner@vermont.gov. Please submit your request using the following subject naming convention:

RFQ_OrganizationName_ResearchfortheVermontAgencyofTransportation2020

Submit your RFQs to the Office of Contract Administration, Agency of Transportation, via the email above, **prior to 2:00 P.M.**, on **January 8, 2021**.

RFQ Substantive Content

Please provide the following elements:

- A. Cover Letter.** All Organization's or their authorized representative shall prepare and sign a cover letter. The cover letter should clearly identify the organization's technical contact and email.

- B. Technical Capability/Approach.** In this section include a statement of the Organizations interest in conducting research with VTrans. This statement should include research subject areas which the Organization has experience working in, and how they relate to research VTrans conducts. Include up to three new research ideas the Organization may have. These ideas should also be submitted through the VTrans Research Idea submission site at <https://vtrans.vermont.gov/planning/research/research-ideas> by December 18, 2020 for consideration in this year's project cycle. Participation is open to anyone. The section shall not exceed a maximum of three (3) pages.
- C. Organization Structure and Illustrative List of Potential Researchers.** Provide a description of the Organization organization's size, background, and structure. This should include the organization's ability to provide final materials that are 508 Compliant. A list by name and title of potential researchers should be included. Include up to two-page resumes for each individual listed. The number of potential researchers and corresponding resumes shall not exceed ten (10).
- D. Past Performance.** Provide up to six (6) projects that detail research-related past performance. Examples of past work can include published studies in academic journals, presentations to conferences or unfunded explorations of new methodology. Include project name, researchers, sponsor/funding organization as appropriate, rough project dates and location, the name and email of at least one reference contact related to the project, a description of the project and methodology used, and a list of project outcomes with links as appropriate. This does not have to be a comprehensive list of projects conducted by all identified researchers but a representative list of projects that may be related to VTrans activities. Organization shall use the provided Past Performance and Reference Form.

Evaluation of Request for Qualifications

VTrans will select QRs in the best interest of the Sate. The selection will be qualifications-based. The selection panel is comprised of VTrans Research Section employees. The selection panel will evaluate RFQs based upon the following factors and related sub-factors, which are of equal weight.

1. Technical Capability/Approach

The RFQ clearly indicates the Organizations interest in conducting research with VTrans. Specifically, the RFQ demonstrates:

- Subject areas which the Organization has experience working in, and how they relate to research VTrans conducts.

2. Organization Structure and Illustrative List of Researchers

- Describe lines of communication between VTrans Research Managers and Project Technical Champions.
- Describe quality assurance process and how quality deliverables will be provided.
- Discuss 508 Compliance process.
- Provide up to 10 potential researchers spanning various research topics and experience with research projects.

3. Past Performance

- Examples of past work can include published studies in academic journals, presentations to conferences or unfunded explorations of new methodology. Text on each project should be limited to one page, including Project Name, Researchers, Sponsor/Funding Organization as appropriate, rough project dates and location, the name and email of at least one Reference Contact related to the project, a description of the project and methodology used, and a list of project outcomes with links as appropriate. This does not have to be a comprehensive list of projects conducted by all identified researchers but a representative list of projects that may be related to VTrans activities.

Evaluation Method

Ratings will focus on the strengths and weaknesses as demonstrated by the Organization's RFQ. Assigned ratings represent the consensus developed by the selection committee. Each criterion described above will be scored according to the following chart.

The maximum possible evaluation score is 4+4+4=12

Single Max Weight	Overall Rating	Description
4	Exceptional	Indicates a RFQ containing significant strengths with few to no weaknesses
3	Very Good	Indicates a RFQ containing a number of strengths but also some weaknesses
2	Acceptable	Indicates a RFQ containing some strengths but also some significant weaknesses
1	Unacceptable	Indicates a RFQ that contains significant weaknesses that outweigh any strengths

The QR upon notification of being selected for the QRL will 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 05609-1101. The telephone number is 800-439-8683. Registration can be completed online at www.vtsosonline.com/online. The QR will not be eligible for a legally binding agreement until the Organization is registered with the Secretary of State's office.

It is a condition of proposing under this RFQ that, by submitting a RFQ, the Organization accepts and agrees unconditionally that if the Organization in any way contacts, or attempts to contact, a member of the Research Section involved in the selection process for this RFQ, either during or following the RFQ process, with the aim of communicating about the selection process or outcome, then that Organization will be completely barred from being on this solicited QRL. The only valid point of contact for questions about the process or outcome is from Contract Administration and is specifically listed on the first page of the RFQ.

Enclosures:

- Attachment C: Standard State Provisions for Contracts and Grants dated December 15, 2017
- Attachment: Title VI Assurances – DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) – Assurance Appendix A and Assurance Appendix E
- Attachment: Past Performance and Reference Forms
- Link: VTrans Research Manual [Research | Agency of Transportation \(vermont.gov\)](http://Research | Agency of Transportation (vermont.gov))

APPENDIX A

Phase I - Solicit Statement of Qualifications and Selection of Qualified Researchers List (QRL)

- RFQ is advertised. The QRL will be active for two (2) years. After two (2) years there will be another RFQ solicited. To be able to conduct external research for VTrans you must be on the QRL which requires resubmittal of your qualifications every (2) two years.
- Organizations submit Statement of Qualifications (SOQ).
- Selection committee determines QRL based on criteria listed in the RFQ.
- Selected QR's are notified and the list of selected QR's is posted to the VTrans website.

Phase II – External Research Project Ideas Submittal and Selection Process

- In the fall of each year the Research program issues an open call for research ideas. VTrans Research Section gathers ideas through its web-form at <https://vtrans.vermont.gov/planning/research/research-ideas>. Participation is open to anyone.
- The 2020 deadline for Research Ideas submission is December 18, 2020.
- Research Section works to find interested VTrans Staff to champion the projects, conducts literature review, and checks research in progress. A subset of ideas are advanced.

Phase III - Notification of Selected Research Ideas to the QRL and Submittal of Statements of Interest

- Research staff review the submitted Research Ideas, perform a short literature search, and work to pair the ideas with a potential VTrans Champion.
- Research Problem Statements refined by the Champion using the submitted research ideas are distributed to the QRL. Researchers are asked to submit a two-page statement of interest highlighting their experience and ability to collaborate with the VTrans Champion(s) on this project.

Phase IV - Review of Statements of Interest and Selection of QR to Submit a Full RFQ

- Project Champions review the statements of interest, evaluate the options, and select a researcher to move forward with to fully develop the project into a RFQ.
- Project Champion works with the identified researcher to craft a RFQ to meet their objectives. The RFQs should have project timelines, schedule of deliverables and costs.

Phase V - RFQ Presentation by VTrans Project Champion to selection committee

- Projects are presented to the selection committee, made up of VTrans Bureau Directors. The selection committee will select project(s).
- QR's will be notified of selected project(s).

Phase VI - Legally Binding Agreement

- Agreements generated from the competitive solicitation process will include the below listed attachments. All work to be completed in accordance with those attachments and all applicable local, state and federal regulations:
 - Attachment C: Standard State Provisions for Contracts and Grants dated December 15, 2017
 - Title VI Assurances – DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) – Assurance Appendix A and Assurance Appendix E

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

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

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

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

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

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

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

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

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

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

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

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

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

\$1,000,000 Personal & Advertising Injury

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

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

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

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

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

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

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

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

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

16. Taxes Due to the State:

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

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

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

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

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

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

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

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

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

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

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

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

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

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

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

27. Termination:

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

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

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

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

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

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

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

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

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

(End of Standard Provisions)

ATTACHMENT
DOT Standard Title VI Assurances and Non-Discrimination Provisions
(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

Assurance Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement

as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Assurance Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. § 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), (“...*which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*”);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*), as implemented by 49 C.F.R. § 25.1 *et seq.*

PAST PERFORMANCE & REFERENCE FORM

Respondent's Organization:

Examples of past work can include published studies in academic journals, presentations to conferences or unfunded explorations of new methodology. Text on each project should be limited to one page, including Project Name, Researchers, Sponsor/Funding Organization as appropriate, rough project dates and location, the name and email of at least one Reference Contact related to the project, a description of the project and methodology used, and a list of project outcomes with links as appropriate. This does not have to be a comprehensive list of projects conducted by all identified researchers but a representative list of projects that may be related to VTrans activities.

PROJECT 1

Organization of Project Reference:

Contact: Project Reference Contact:

Phone:

E-mail:

PAST PERFORMANCE & REFERENCE FORM

Respondent's Organization:

Examples of past work can include published studies in academic journals, presentations to conferences or unfunded explorations of new methodology. Text on each project should be limited to one page, including Project Name, Researchers, Sponsor/Funding Organization as appropriate, rough project dates and location, the name and email of at least one Reference Contact related to the project, a description of the project and methodology used, and a list of project outcomes with links as appropriate. This does not have to be a comprehensive list of projects conducted by all identified researchers but a representative list of projects that may be related to VTrans activities.

PROJECT 2

Organization of Project Reference:

Contact: Project Reference Contact:

Phone:

E-mail:

PAST PERFORMANCE & REFERENCE FORM

Respondent's Organization:

Examples of past work can include published studies in academic journals, presentations to conferences or unfunded explorations of new methodology. Text on each project should be limited to one page, including Project Name, Researchers, Sponsor/Funding Organization as appropriate, rough project dates and location, the name and email of at least one Reference Contact related to the project, a description of the project and methodology used, and a list of project outcomes with links as appropriate. This does not have to be a comprehensive list of projects conducted by all identified researchers but a representative list of projects that may be related to VTrans activities.

PROJECT 3

Organization of Project Reference:

Contact: Project Reference Contact:

Phone:

E-mail: