

STATE OF VERMONT
CONTRACT NO. 31425

COMPUTER RELATED TRAINING

KnowledgeWave Training Inc.

1. **Parties.** This is a contract between the **State of Vermont**, Department of Buildings and General Services, Office of Purchasing & Contracting (hereinafter "State" or "Vermont"), and **KnowledgeWave Training, Inc.** a for-profit corporation with principal place of business in South Burlington, VT (hereinafter "Contractor"). It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this Contract is the purchase of computer related Training services to be provided by the contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$250,000.00.
4. **Contract Term.** The period of Contractor's performance shall begin on June 1, 2016 and end on May 31, 2018 with the option to extend for two (1) year periods upon mutual agreement of both parties.
5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.
 - Approval by the Attorney General's Office is required.
 - Approval by the Secretary of Administration is required.
 - Approval by the CIO/Commissioner DII is required.
6. **Amendment.** This agreement represents the entire agreement between the parties; No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor
7. **Termination.** The State may terminate this Agreement at any time upon sixty (60) days prior written notice. This provision shall not relieve the Reseller of the obligation to perform under any Purchase Order or other similar ordering document executed prior to the effective date of termination.
8. **Attachments.** This Contract consists the following attachments which are incorporated herein and shall apply to the purchase of any products or services made under this Contract:
 - Attachment A: General Provisions of Contract
 - Attachment B: Payment Provisions
 - Attachment C: "Standard State Provisions for Contracts and Grants" effective 9/01/15
9. **Order of Precedence.** Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:
 - (1) Standard Contract
 - (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
 - (3) Attachment A
 - (4) Attachment B

10. **Entire Agreement.** This Contract constitute the entire agreement between the parties concerning the subject matter of this Contract and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Contract may be modified only by a written document executed by the parties hereto.

By signing below the Contractor agrees to offer the same products and/or services at prices equal to or lower than the prices on that contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date of execution by both parties below.

The State of Vermont	Contractor: KnowledgeWave Training, Inc
By:	By:
Name:	Name: Kurt Liebegott
Title:	Title: CFO
Date:	Date: 6/30/16

ATTACHMENT A: GENERAL PROVISIONS OF CONTRACT

1. **Available Services:** The following services are available for purchase under this Contract according to the pricing terms set forth in Attachment B:

The Contractor shall provide computer related training classes in desktop applications and technical Training as required by the purchaser. The Contractor shall offer classes at the purchaser's location, the Contractor's location, or via on-line web based training. The Contractor shall offer "productivity days" training or support in the way of one on one instruction as required or requested. The Contractor offers to rent classroom space at the contracted rate should the purchaser have a need for a classroom instructional environment.

2. **Participation:** This Contract may be used by all departments, offices, institutions, and other agencies of the State of Vermont and counties (hereinafter "State Purchasers") according to the process for ordering and other restrictions applicable to State Purchasers set forth herein.

Political subdivisions of the State of Vermont under 29 V.S.A. § 902(a) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education (hereinafter "Additional Purchasers") may participate in this contract at the same prices, terms and conditions. Further, items furnished to Additional Purchasers will be billed directly to and paid for by the Additional Purchaser. Neither the State of Vermont nor its Commissioner of Buildings and General Services, personally or officially, assumes any responsibility or liability for Additional Purchasers.

3. **General Requirements:**

- a. Quotes may include value added options; however, all value added options shall be directly related to the scope of the Contract. The State reserves the right to include or exclude any proposed value added options in the final Purchase Order.
- b. Contractor shall identify the contract number on all quotes.
- c. The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Contractor, its subcontractors and their principals, officers, employees and agents under this Agreement. In performing the specified services, the Contractor shall follow practices consistent with generally accepted professional and technical standards. The Contractor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the technology and security standards and policies promulgated by the Department of Information and Innovation (DII). If any service, product or deliverable furnished pursuant to this Agreement does not conform to DII standards, the Contractor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DII standards. The Contractor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Vermont caused by the Contractor's failure to ensure compliance with DII standards located at <http://dii.vermont.gov/policy/policy> .

4. **Reporting:** Contractor shall submit quarterly reports electronically detailing the purchasing of all items under this Contract. The reports shall be submitted and sent as an attachment to SOV.ThePathForward@state.vt.us . Reports shall contain accurate descriptions of the products, goods or services procured, purchaser information, quantities procured and prices paid. This report shall include all sales under this Contract. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including termination for cause. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.

Quarterly reports must be submitted in accordance with the following schedule:

Reporting Period	Report Due
January 1 - March 31	April 30
April 1 - June 30	July 31
July 1 - September 30	October 31
October 1 - December 31	January 31

5. **Primary Contacts:** The primary contact individuals for this this Contract are as follows (or their named successors):

Contractor

Name	KnowledgeWave Training Inc, Dan St Hilaire
Address	30 Community Dr #5, South Burlington, VT 05403
Telephone	802/864-0456 x 101
Fax	802/863-4731
E-mail	dsthilaire@knowledgewave

State of Vermont

Name	State of Vermont, Stephen Fazekas
Address	10 Baldwin Street, Montpelier, VT 05633-7501
Telephone	802/828-2210
Fax	802/828-2222
E-mail	stephen.fazekas@vermont.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this Contract.

6. **Orders:** Any order placed by the State or an Additional Purchaser for a product or service available under this Contract (hereinafter "Purchase Order") shall be deemed to be a sale governed by the prices and other terms and conditions of this Contract, provided that the Contract Number must appear on every Purchase Order placed under this Contract.

The Contract Number must appear on every Purchase Order placed under this Contract.

a. **Method of Ordering for State Purchasers:** State Purchasers must solicit Quotes before making any purchases under this Contract. Written Purchase Orders, including electronic orders, must be used to order items available under this Contract. Verbal orders shall not be accepted by Contractor.

The restrictions set forth in this section are not applicable to Additional Purchasers.

b. **Transactions over \$500,000:** In accordance with 22 V.S.A. § 901 (a)(4)(A), State Purchasers must obtain prior written approval from the State Chief Information Officer for any individual Purchase Order with a cost in excess of \$500,000, and such written approval must be affixed to the Purchase Order. Contractor shall not execute or fulfill any individual Purchase Order in excess of \$500,000 unless such Purchase Order is accompanied by specific written approval from Vermont's Chief Information Officer. This restriction is not applicable to Additional Purchasers.

c. **No Lease Agreements:** State Purchasers are prohibited from leasing under this Contract. This restriction is not applicable to Additional Purchasers.

d. **Delivery:** Liability for product delivery remains with the Contractor until the product is properly delivered and accepted. Contractor shall ensure that shipments are securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Upon delivery, such containers will become the property of the State unless otherwise stated. Delivered goods that either do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by Contractor.

The State does not agree to reimburse Contractor for expenses except as may be specified in Attachment B to this Contract.

A Purchasing Entity shall determine whether all Products and Services delivered meet the Contractor's

published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery non-acceptance of a Product or Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable if accepting testing and corresponding terms have been mutually agreed by both parties in writing.

- e. **Quality:** All products provided by Contractor under this contract will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the State. All products provided by Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to Contractor for credit at no charge to the State.
7. **State Facilities.** During the term of this Contract, the State may make available to Contractor space in any State facility applicable to the Services, subject to the conditions that Contractor: (i) shall only use such space solely and exclusively for and in support of the Services; (ii) shall not use State facilities to provide goods or services to or for the benefit of any third party; (iii) shall comply with the leases, security, use and rules and agreements applicable to the State facilities; (iv) shall not use State facilities for any unlawful purpose; (v) shall comply with all policies and procedures governing access to and use of State facilities that are provided to Contractor in writing; (vi) instruct Contractor personnel not to photograph or record, duplicate, disclose, transmit or communicate any State information, materials, data or other items, tangible or intangible, obtained or available as a result of permitted use of State facilities; and (vii) return such space to the State in the same condition it was in at the commencement of this Contract, ordinary wear and tear excepted. State facilities will be made available to Contractor on an "AS IS, WHERE IS" basis, with no warranties whatsoever.
8. **Contractor Documentation.** The parties specifically agree that any language or provisions contained in a Contractor Document is of no force and effect if such language or provisions conflict with the terms of Attachment C or Attachment D to this Contract. Further, in no event shall any Contractor Document: (a) require indemnification by the State of the Contractor; (b) waive the State's right to a jury trial; (c) establish jurisdiction in any venue other than the Superior Court of the State of Vermont, Civil Division, Washington Unit; (d) designate a governing law other than the laws of the State of Vermont; (e) constitute an implied or deemed waiver of the immunities, defenses, rights or actions arising out of State's sovereign status or under the Eleventh Amendment to the United States Constitution; or (f) limit the time within which an action may be brought hereunder; or (g) establish alternate term or termination provisions, including automatic renewals.

"Contractor Document" shall mean one or more document, agreement or other instrument required by the Contractor in connection with the performance of the services set forth in Attachment A hereto, regardless of format, including any other paper or "shrinkwrap," "clickwrap" or other electronic version thereof.

No modification or addition to the limited warranties set forth in this Agreement is authorized unless it is set forth in an amendment to this Contract.

9. **Contractor's Representations and Warranties.** The Contractor represents, warrants and covenants that:
 - a. The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
 - b. There is no outstanding litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
 - c. The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
 - d. The Contractor owns, or has the right to use under valid and enforceable agreements, all intellectual property

rights reasonably necessary for and related to delivery of the services and provision of the deliverables as set forth in this Contract and none of the deliverables or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.

- e. The Contractor has adequate resources to fulfill its obligations under this Contract.
- f. Contractor has no past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.
- g. Each and all of the services purchased hereunder shall be performed in a timely, diligent, professional and workperson like manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment. At its own expense and without limiting any other rights or remedies of the State hereunder, the Contractor shall re-perform any services that the State has determined to be unsatisfactory in its reasonable discretion, or the Contractor shall refund that portion of the fees attributable to each such deficiency.

ATTACHMENT B: PAYMENT PROVISIONS

1. **Payment Terms:** Net 30 from the date the State receives an error-free invoice with full and complete supporting documentation.
2. **F.O.B. Delivered:** All equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored.
3. **Invoicing:** Invoices shall be submitted on the Contractor's standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent.
4. **Purchasing Card:** The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve departments from adhering to all procurement laws, regulations, policies, procedures, and best practices. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.
5. **Pricing:** Contractor shall maintain, and may update from time to time, its current listing of all class/training offerings online at <http://www.knowledgewave.com/> which shall be available for purchase according to the payment provisions set forth in this Attachment B. The discounts provided are floor discounts (minimum guarantees) and individual transactions may qualify for additional, incremental discounts or incentives provided by Contractor at their sole discretion. State Purchasers and Additional Purchasers may also actively solicit Contractor for deeper discounts than the minimum contract pricing as set forth in these payment provisions. In any event, final transactional pricing shall be determined Contractor; provided, however, that the minimum discounts set forth below are met.
 - Pricing for regular classes held at agency location per class \$840.00 or per student \$149.40. Minimum number of students 6 maximum number of students 10*
 - Pricing for special classes (development costs to be extra) per class \$840.00* or per student \$149.40* Minimum number of students 6 maximum number of students 10*

*if using knowledge wave classroom. Max number in VT lab environment: 12

Training Category	Description Details	Discount off List Rate
Regularly Scheduled Classes		
<i>Desktop Application Classes</i>	Regularly Scheduled Microsoft Application Classes (Full-day)	40% Discount per student
<i>Desktop Application Classes</i>	Regularly Scheduled Microsoft Application Classes (90-minute)	25% Discount per student
<i>Technical Classes</i>	2-day (or longer) Regularly Scheduled Technical classes	25% Discount per student
<i>RCI Classes</i>	Classes that run using the RCI format	10% Discount per student
Onsite Training		
<i>Private Desktop Application Classes</i>	Application Classes (Full-day) held at KnowledgeWave	30% Discount per class
	Application Classes (Full-day) held at Agency Location*	30% Discount per class
	Optional use of KnowledgeWave Mobile Classroom w/Scheduled Class	\$250 per day / Seats 10
<i>Technical Classes</i>	Technical Classes held at KnowledgeWave	30% Discount per class 6 students minimum
	Technical Classes held at Agency Location*	30% Discount per class 6 students minimum
<i>Productivity Time</i>	Prescheduled support for various Microsoft Office related needs.	
<i>Level 1-3 Course Content</i>	Productivity Time/Day – Basic/Intermediate	\$133/hour \$1,050/day
	Productivity Time/Day - Technical	\$175/hour \$1,400/day
Custom Training		
<i>Private Custom Desktop Application Classes</i>	Application Classes (Full-day) held at KnowledgeWave	30% Discount per class 6 students minimum
	Application Classes (Full-day) held at Agency Location*	30% Discount per class 6 students minimum
	Optional use of KnowledgeWave Mobile Classroom w/ Scheduled Class	\$250 per day / Seats 10
	Class customization if required	\$133/hour
<i>Technical Classes</i>	Technical Classes held at KnowledgeWave	30% Discount per class 6 students minimum
	Technical Classes held at Agency Location*	30% Discount per class 6 students minimum
	Class customization if required	\$175/hour
e-Learning Training		
<i>Desktop Application Classes</i>	Regularly Scheduled Microsoft Application Classes (Full-day)	40% Discount per student
<i>Desktop Application Classes</i>	Regularly Scheduled Microsoft Application Classes (90-minute)	25% Discount per student
<i>Technical Classes</i>	2-day (or longer) Regularly Scheduled Technical classes	25% Discount per student
<i>RCI Classes</i>	Classes that run using the RCI format	10% Discount per student

Computer Based Training		
<i>Custom CBT Creation</i>	Consultation and creation of custom CBT Training content for the agency.	\$133/hour
<i>Webinars</i>	Private Webinar – No Recording	\$395 per webinar
	Private Webinar – Recording Provided	\$495 per webinar
	Up to 100 users can connect to a webinar. Webinars are private with an average duration of 45-60 minutes.	
<i>KnowledgeWave Learning Site (KLS)</i>	Online Learning Site that provides access to 1,000's of Videos, monthly KLS member live Webinars and other learning modalities.	
<i>Per person access</i>	Cost per person for one year access	\$144/year
<i>KLS Tier 1</i>	Up to 20 users – <i>Includes</i> 1 custom webinar 1 regularly scheduled class +Additional KLS Member Benefits & Discounts	\$1,499/year
<i>KLS Tier 2</i>	Up to 100 users – <i>Includes</i> 3 custom webinar 5 regularly scheduled classes +Additional KLS Member Discounts	\$2,499/year
<i>KLS Tier 3</i>	Up to 500 users – <i>Includes</i> 4 custom webinar 10 regularly scheduled classes +Additional KLS Member Discounts	\$3,499/year
Other Services		
<i>Classroom Rental</i>	South Burlington up to 16 student PC's	\$650/day
<i>Mobile Classroom Rental</i>	10 Laptops + Instructor PC w/no class	\$500/day
<i>Student Labs**</i>	Some classes require lab access. Regularly Scheduled classes include this fee. Some Onsite or Custom classes may have lab requirements and fees.	Varies, but billed at KnowledgeWave cost.
<i>Student Manual**</i>	Some classes require non-KnowledgeWave Curriculum. Regularly Scheduled classes include this fee. Some Onsite or Custom classes may have a book fee.	Varies, but billed at KnowledgeWave cost.
*Travel	Flat mileage may be assessed when site location exceeds 50 miles from KnowledgeWave's South Burlington location.	+\$75 flat fee per day of required travel

**If lab or manual fees apply, KnowledgeWave shall inform the State prior to scheduling. KnowledgeWave shall not markup lab or manual fees.

ATTACHMENT C: STANDARD STATE PROVISIONS

FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

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

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.
7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is

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

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

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

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

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

- \$1,000,000 Per Occurrence
- \$1,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$ 50,000 Fire/ Legal/Liability

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

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

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

- 8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

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

in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

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

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

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

13. Taxes Due to the State:

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

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

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

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

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.
- Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:
<http://bgs.vermont.gov/purchasing/debarment>
- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- 20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
- 22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)