

Shooting Range Improvement Grant Program Application Packet



Completed grant applications must be received by 4:30 p.m. on October 29, 2021.

Late submissions will not be accepted.

Submit your application to:

Vermont Fish & Wildlife Department
Shooting Range Improvement Grant Program
Attn: Nicole Meier
One National Life Drive
Dewey Building
Montpelier, VT 05620

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Equal opportunity to participate in and benefit from fish and wildlife programs is available to all individuals regardless of their race, color, national origin, sex, age, disability, sexual preference, religion, or other non-merit factors. This document is available upon request in large print, braille and audiocassette. Complaints of discrimination should be sent to the Office of Equal Opportunity, U.S. Department of Interior, Office of Security, Washington, D.C. 20240.

Vermont Fish & Wildlife Department Shooting Range Development Grants

The Vermont Fish & Wildlife Department created the Shooting Range Improvement Grant Program to encourage the improvement of shooting ranges and to support their operation. Through this program, the Department wishes to support the Hunter Education Program and the future of hunting by encouraging hunters to become more proficient with firearms, promoting safe and responsible hunting and shooting practices, and providing Vermonters with safe, environmentally responsible shooting areas.

The Department provides grant funds annually as available. These funds are derived from the U.S. Fish and Wildlife Service Wildlife & Sport Fish Restoration Program which come from Federal excise taxes on hunting, shooting, and fishing equipment. All partnerships, leases and cooperative ventures entered into are granted according to law and to the rules and regulations of the State of Vermont. **This is a 75% reimbursement grant program and requires a 25% non-federal match from the grant recipient.**

Who is eligible to receive a grant?

Non-profit organizations, such as gun clubs and governmental agencies, are eligible to participate. If the applicant is not a government agency, the organization or individual administering the grant project must have at least 10 years of land tenure by deed or lease and must demonstrate five years of successful range operation. Grants are for shooting ranges providing recreational public shooting. For-profit organizations are not eligible for this program. Applicants must have liability insurance.

To prove non-profit status, a copy of Federal certificate of non-profit status or a “Certificate of Good Standing” issued by State of Vermont, Office of Secretary of State is required. The Certificate of Good Standing certifies your organization is a non-profit corporation formed under the laws of the State of Vermont. For more information on receiving proof of State non-profit status contact the office of the Vermont Secretary of State <https://sos.vermont.gov/> or call 802-828-2363

Organizations who received improvement grants in previous years may apply for another if their previous grant agreement has been completed or is in good standing.

If you have a question about the grant program that are not answered in this packet, contact Nicole Meier at Nicole.Meier@vermont.gov or call 802-318-1347.

How do organizations apply?

Applicants must use the forms supplied in this packet and include all documentation at the time of application submission. Incomplete or late applications will not be considered.

Electronic submissions are preferred. If print, three complete sets of the application and supporting documentation must be submitted. We prefer materials and documentation be supplied on standard, letter-sized 8.5 x 11 paper. We understand some blueprint plans or maps may be of larger size. Faxed applications will not be accepted.

Applicants must use the official application forms in this document. No more than five additional pages of supplemental information will be accepted. Insurance certificate and supporting maps and plans will not be counted toward this total.

Grant applications must be received by or postmarked on or before October 29th, 2021 by 4:30 p.m.

Submit applications by email (preferred): Nicole.Meier@vermont.gov

Submit applications by snail mail:

Vermont Fish & Wildlife Department
Shooting Range Improvement Grant Program
Attn: Nicole Meier
One National Life Drive
Dewey Building
Montpelier, VT 05620

What are the grant requirements and limitations?

1. With the US Fish & Wildlife Service, the Department will determine how much money is available each year, but generally the total is expected to be \$30,000 to \$75,000 in Federal Funds. The maximum award will be \$50,000 per project. The minimum submission for grant reimbursement is \$2,500, subject to availability of funding.
2. Grant funds are used to reimburse eligible project expenditures up to 75% of the total cost, including in-kind match. Grants can be matched with non-federal source of cash or donated labor and materials.
3. In-kind matching funds in the form of donated labor and/or materials may be used in addition to, or in place of, cash. Examples of in-kind contributions include volunteer labor, materials, use of equipment and costs incurred by the contractor or subcontractors to complete the project. To be eligible as an allowable cost, all in-kind contributions must be expressly determined by the state to be a necessary and integral part of the project. Third party in-kind contributions may count toward satisfying the matching requirement only if the participants receiving these in-kind contributions would otherwise have to pay for them to complete project requirements or necessities. Costs for engineering, project design, land surveys, blueprint preparation and environmental assessment preparation specific to project construction can be used as in-kind matching funds. Generally, contractor or third-party in-kind contributions are valued at the rate the state would have to pay for similar services or property if purchased on the open market. Materials contributed by a contractor or third party must be assigned the market value at the time of the contribution.
4. The Department will reimburse bills within 90 days, providing adequate documentation of expenses. A site inspection by Department personnel may be required before processing any invoices. Inspection will be required at the conclusion of the project.
5. Projects for development, redevelopment, relocation, noise abatement, improvements and purchases of capital equipment must have an expected useful life of five (5) or more years.
6. Acceptance of a grant requires that the range be made available for public access to range facilities funded by the grant for 10 years after completion and inspection. If a grantee receives funds multiple years in a row, the grantee will pledge additional public access each year (for example, if a club receives a grant in 2020, public access will be through 2030. If the same club receives an additional grant in 2021, public access will be guaranteed through 2031, etc.). Public

access must be a minimum 20 hours each month, at least 10 of the hours have to occur during normal operating hours on a weekend day. Appropriate fees may be charged. If the grant is funding non-shooting range specific facilities (i.e. sanitary facilities or parking), alternate shooting range facilities on the property must be made available.

7. The entity must post public hours on signage. The Department will provide this signage. This signage will credit the Department for its funding in any range improvements. All signs posted at the site will acknowledge the Department in the following manner: "This range has received a grant from the Vermont Fish and Wildlife Department. This range is open to the public for shooting (as posted rules) during the following hours: XXXX."
8. A permanent sign shall also be installed which credits the Department for the life of the project. This sign shall be provided by the Department.
9. The range must be available for state-run hunter education courses. If the grant is funding non-shooting range specific facilities (i.e., sanitary facilities or parking), alternate facilities on the property must be made available for this purpose.
10. Entity must demonstrate five (5) years of successful range operation.
11. Entity must have \$1,000,000 liability insurance and \$1,000,000 in automotive insurance. If the entity does not own vehicles, but chooses to accept the grant, \$1,000,000 in automotive insurance will still be required for hired/non-owned vehicles. In addition, the State of Vermont will need to be added as Additionally Insured for the project.
12. Acceptance of a grant requires compliance with the State of Vermont's standard provisions for all grants, contracts, and sub-recipients, and will be categorized as sub-recipients with the State of Vermont. See ATTACHMENT C: STANDARD STATE PROVISIONS and ATTACHMENT D: ADDITIONAL PROVISIONS.
13. Entity must have at least 10 years of land tenure by deed or lease and must have all required zoning and development permits that pertain to this grant proposal project at the start of this project. Grants are not available to groups still in the process of acquiring land tenure or zoning.
14. All applications will be reviewed by the Vermont Division for Historic Preservation. Section 106 of the National Historic Preservation Act requires that all federal agencies funding, permitting, licensing, or assisting a project (or "undertakings") consider the effect of that undertaking on "historic properties" listed on or eligible for inclusion in the National Register of Historic Places. Only projects that are deemed to have No Historic Properties Affected will be considered. Note that this is a desktop review and will not require field work.
15. Grant awards, notifications and agreements are conditional until the Department receives final approval from the United States Fish & Wildlife Service (USFWS). Grantees will not receive funding until the USFWS explicitly approves of the grant application and finds the application in compliance. Compliance for each project will be submitted by the Vermont Fish & Wildlife Department at the time the grant is sent to the USFWS.
16. Grantees must show how their proposed improvements will help recruit and retain hunters and shooters, especially as it relates to the goals of the Fish & Wildlife Department and the USFWS.

What are the rules for completing grant projects?

1. **Each project must be completed within 24 months of the award date, within the initial amount awarded.** Work must begin during the first 12 months of the grant award, and work and billings must be completed by August 31st of the following year. Project completion dates may or may not be extended, depending on the circumstances and fund availability.
2. **Work that this grant is funding may not begin until a notice to proceed has been issued by the Department.** This includes any engineering, architectural work, designs, contractor selection or site work. Work initiated prior to the approval date of the project grant is not eligible for match.
3. **The applicant must account for all expenditures using the Expenditure Record Form provided by the Department.** Expenditures that are inadequately supported, are made outside of the project period, or are for ineligible items will not be reimbursed.
4. **Throughout the development of a project, the applicant shall submit semi-annual progress reports.** The Department may conduct periodic on-site inspections to evaluate progress.
5. **Completed projects must be maintained for use by the public for 10 years after completion and are subject to Department inspection during that period.** If a club receives grant monies several years in a row, they must pledge additional public access each year (for example, if a club receives a grant in 2020, public access will be through 2030. If the same club receives an additional grant in 2021, public access will be guaranteed through 2031, etc).
6. **Plans for structures must be certified by a Vermont registered architect or engineer before being submitted as part of your application.** The architect or engineer who developed the plans will be required to furnish the Department with a statement that the project has been inspected, and that it complies with the plans and specifications and with building codes.
7. **The Department will complete an Environmental Assessment check list for approved projects.** If the environmental review finds adverse impacts to the environment, applicants will have an opportunity to submit a modification or make other corrective action.

By submitting an application, the applicant certifies that:

1. Proposed projects are in compliance with all applicable federal, state, county, and municipal laws, regulations and ordinances.
2. The project will be undertaken if a grant is awarded.
3. The project meets eligibility criteria and applicants are eligible to submit an application.
4. The project is on a shooting range, or part thereof, that will be open to the public.
5. The applicant has a secure match of at least 25% or more of the total project cost.
6. The individual(s) submitting the applications are acting on behalf of their organization.

What kinds of projects are eligible for grant funding?

Projects should be designed according to standards contained in the most current available edition of the *National Rifle Association's Range Source Book: A Guide to Planning & Construction* or comparable guideline specifications.

The following projects *are eligible* for grant funding:

- Shooting pads, stations and covers
- Development, redevelopment, relocation
- Electrical, water and sewage systems
- Noise abatement structures
- Lead recovery systems, lead recycling and lead mitigation projects
- Training, storage and clubhouse facilities
- Land preparation
- Dormitories
- Construction of backstops and safety berms
- Sanitary facilities
- Access roads and parking lots
- Sky baffles and noise baffles
- Security or safety fencing and gates
- Air filtration systems for indoor ranges
- Permanent target holder systems
- Trap houses
- Storm drainage systems

The following projects are *not eligible* for grant funding:

- targets and removable target frames
- operation and maintenance equipment and supplies, including firearms and ammunition
- public address systems or audio/visual equipment
- personal protective equipment
- hearing and blood testing

How are grant proposals scored?

Grant applications are scored by The Shooting Range Improvement Grant Committee. Points are awarded according to how well the proposed project meets scoring criteria.

The Shooting Range Improvement Grant Committee will make all recommendations to the Commissioner. Granting or denying funds is at the discretion of the Commissioner and USFWS.

It is possible for more than one application to be considered worthy of funding and therefore it is possible that not enough money will be available to fund all projects in a given year. In that case, members of the panel will attempt to reach consensus on the proposals recommended for funding.

Applicants who do not receive funding in one grant cycle are encouraged to re-apply another year. Final grant awards are determined by the Commissioner. Challenges to the awards must be made in writing to the Department.

SAMPLE
Grant Scoring Sheet

Scoring Element	Range	Maximum available points	Score
Does the project qualify under the purpose of the grant and has proper permits?	Yes	N/A	If no, cannot be granted
	No		
Is there enough match provided?	Yes	N/A	If no, cannot be granted
	No		
Does the organization own their property or lease it for at least 10 years?	Yes	N/A	If no, cannot be granted
	No		
Does the organization have experience of successful range operation for at least 5 years?	Yes	N/A	If no, cannot be granted
	No		
Does the organization have \$1 million minimum liability insurance, including hired autos?	Yes	N/A	If no, cannot be granted
	No		
Is the organization a non-profit or governmental agency?	Yes	N/A	If no, cannot be granted
	No		
Do the proposed improvements have a life expectancy of 10 years or more?	Yes	N/A	If no, cannot be granted
	No		
What types and opportunities of other ranged managed by the organization are available to the public beyond the project area seeking grant funding?	One	1	
	Two	3	
	Three or more	5	

How many hours are available to the public? At least 10 hours must occur during normal operating hours on a weekend day each month.	20 hours/month	5	
	30 hours/month	6	
	35 hours/month	7	
	40+ hours/month	10	
How many Vermont Hunter, Bowhunter, and Trapper Education courses are taught there per year?	1	1	
	2	2	
	3	3	
	4	6	
	5 or more	10	
Does the organization have a range management plan?	Yes	5	
	No	0	
What is the cost efficiency/effectiveness of this proposal?	Poor	0	
	Average	4	
	Very Good	7	
	Excellent	10	
What is the scope of the improvement to existing facilities?	Utilities such as power, water, etc.	2	
	Support facilities such as restrooms, parking, increased accessibility, etc.	4	
	Maintenance of an existing range	6	
	Enhancement of shooting facilities	10	
What is the public need?	Low	1	
	Moderate	3	
	Significant	5	
	Urgent	10	
Rank the improvement the project will make on existing range/environments	Low in environmental safety or firearm safety (e.g. sound reduction, lead abatement, berm or baffle enhancements)	1	
	Moderate improvement	5	
	Large improvement in safety	10	
Are you following guidelines from published sources such as the NRA Range Source Book?	Yes	0	
	No	5	
Total Possible Points:	75	Score:	

APPLICATION MATERIALS

The following pages contain the information and documents you will need to submit with your application.

Shooting Range Grant Application Cover Page

Directions: Fill out this page and place it on the cover of your application.

Organization name: _____

Organization mailing address: _____

Project title: _____

Total project cost (maximum grant award is 75% of total project cost): _____

10

Project start date: _____ Project end date: _____

Primary contact person for this application: _____

Primary contact person e-mail address: _____

Primary contact person phone number: _____

Secondary contact person: _____

Secondary contact person e-mail address: _____

Secondary contact person phone number: _____

Organization DUNS number: _____

Name of range _____

Land status (select one): Own Lease If lease, how long: _____ Years of range operation: _____

Name of range manager: _____

Phone number of range manager: _____

E-mail address of range manager: _____

Mailing address of range or general range location: _____

We, the undersigned, certify that the information contained in this grant application is accurate. If awarded a grant, our organization will abide by the requirements of the Vermont Fish & Wildlife Department. I acknowledge that failure to meet the requirements of the grant program will result in the forfeiture of grant funds.

Signature of person who prepared the grant application: _____ Date: _____

Printed name of person who prepared the grant application: _____

Signature of the president of the applicant organization: _____ Date: _____

Printed name of the president of the applicant organization: _____

Application Checklist

A completed application check list must accompany your grant application. Copy or remove this page, then check each item you have attached to your application. Incomplete applications are ineligible for funding.

Check to indicate this item is in your application	Item
<input type="checkbox"/>	Application cover page
<input type="checkbox"/>	This checklist
<input type="checkbox"/>	Project narrative
<input type="checkbox"/>	Project plans
<input type="checkbox"/>	Location map
<input type="checkbox"/>	Budget worksheet
<input type="checkbox"/>	Insurance certificate
<input type="checkbox"/>	State or federal non-profit certificate
<input type="checkbox"/>	Copies of any required permits
<input type="checkbox"/>	W-9 Form
<input type="checkbox"/>	Attachment A: Scope of Work

Documents your grant application must contain:

1. **Application cover page.** The cover page provided in this packet must be used as the cover page for your application. One part of the application cover page is the DUNS number.
 - **DUNS Number.** A Data Universal Number System (DUNS) number is a number used to identify your organization by the federal government to track how federal money is allocated. Your organization may already have a DUNS number if you have received federal or state grants in the past. You may look up your DUNS number or apply for a DUNS number by calling: 1-866-705-5711 or visit: <https://www.dnb.com/duns-number.html>
2. **Project Narrative** Your application packet must include a document that describes the project. The project narrative should include:
 - General description of the project. Include the existing condition of the range and how the project will improve it. Describe the estimated population of your service area, and state how many people use the range, and how frequently it is used.
 - The need(s) you will address through the proposed project.
 - Objectives to be accomplished during the specified time period of the grant.
 - Expected results or benefits from accomplishing the objectives, including the numbers of people using the range. How will your proposed project improve safety, enhance operations, improve environment or sanitation, or help the range be a better member of the community? How will your proposed project align with the mission of the Vermont Fish & Wildlife Department, and the Vermont Hunter Education Program?
 - Approach to be used in meeting the objectives, including specific procedures, schedules, key personnel, grant location, public access and estimated costs, amount of funds sought, and source of matching funds.
 - Member/non-member fees (if any) for use of the facility.
 - Public benefit information. This section is very important because projects that provide significant public benefit are more likely to receive funding. Here are some questions to help in your discussion:
 - Does your organization support the Department’s Hunter Education and Recruitment & Retention Programs? Are your facilities currently used for these programs? How often?
 - Is your range currently open to the public? How many hours do you propose your range provide access for public shooting? What hours and what facilities are to open to non-members? What are the fees for members and for non-members? Will supervision be provided for public?
3. **Project plans.** Attach a sketch or illustration of the proposed project. Grant recipients will be required to submit formal design plans before construction may begin.
4. **Location map.** Use a state highway map, Google Earth or similar map to show the general location of the range. Show the nearest community, any developed or proposed access, points of service and roads. Include any existing developments such as housing developments, roads, trails or campgrounds that could affect the usefulness of the proposed range or range project.

5. **Budget Worksheet.** Use the worksheet to develop a cost estimate for the project. If you are using donated services and supplies, use the current fair market value of those in-kind contributions.
6. **Insurance certificate.** Attach a current copy of your liability insurance certificate. The certificate included with the application must show coverage of hired autos.
7. **Copy of Federal certificate of non-profit status or a “Certificate of Good Standing”** issued by State of Vermont, Office of Secretary of State. The Certificate of Good Standing certifies your organization is a non-profit corporation formed under the laws of the State of Vermont.
8. **Copies of any required permits.** Attach copies of any required state, Federal, municipal, or development permits that are needed for this project.
9. **W-9 Form.** This form should be signed this year. You may obtain a W-9 form from the Internal Revenue Service website or office.
10. **Attachment A: Scope of work statement.** This is the official statement that will be provided to the U.S. Fish & Wildlife Service and the Vermont Fish & Wildlife Department for scope of work. This should be short (one paragraph at most for each section; shorter is better) but descriptive and should be able to be understood by someone who has little to no experience in shooting ranges.

Budget Worksheet

Use the worksheet to develop a cost estimate for the project. If you are using donated services and supplies, use the current fair market value of those in-kind contributions.

	Estimated Costs <i>This column should contain estimates of total project costs</i>	Organization Dollars <i>The total organization dollars and donated services/supplies must equal at least 25% of the total project cost</i>	Value of Donated Services and Supplies <i>The total organization dollars and donated services/supplies must equal at least 25% of the total project cost</i>
Planning/Development			
Equipment			
Construction			
Labor			
Supplies			
Other			
Total Project Cost			
Total Organization Dollars and Donations			

Total project cost: \$ _____

Total project cost is the total cost of the project if it were to be paid for in full by your organization.

Total organization dollars and donations: \$ _____

Total organization dollars and donations is what your organization is contributing toward the project cost. It can be donated materials or services, or money the organization is directly putting toward the project cost. This number must be at least 25% of the total project cost. This can be calculated by multiplying the total project cost by 0.25. If the total project cost multiplied by 0.25 is equal to or greater than the total organization dollars and donations, the number meets grant criteria.

Proposed grant monies: \$ _____

This is the cost that will be covered by the Shooting Range Improvement Grant if the application is approved. This number can be calculated by multiplying the total project cost by 0.75.

To double check calculations, the proposed grant monies added to the total organization dollars should equal the project cost.

THE FOLLOWING DOCUMENTS MUST BE SIGNED BY THE GRANTEE UPON BEING AWARDED THE GRANT. AN ELECTRONIC COPY WILL BE SENT TO THE PRIMARY GRANT CONTACT UPON GRANT APPROVAL AND ACCEPTANCE. NO ACTION IS NEEDED AT THIS TIME.

ATTACHMENT B

PAYMENT PROVISIONS

The Grantee shall maintain a copy of all receipts on file for review upon request by the Department as supporting documentation for the advance payment.

1. Reimbursed Payments: All payments shall be for reimbursed costs only.

The subrecipient shall maintain a copy of all receipts on file for review upon request by the Department as supporting documentation for all reimbursed payments.

2. Address: All completed forms should be submitted to:

Name: Nicole Meier, Hunter Education Program Coordinator
Department: Vermont Fish & Wildlife Department
Address: 1 National Life Drive
Dewey Building
Montpelier, VT 05620

3. Final Payment: Final payment will be paid upon receipt and satisfactory review of a report, as described in the scope of work, an invoice documenting expenditure of 100% of grant funds requested, and where appropriate, documentation of non-Federal match.

**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 D: Other Grant Provisions
FOR CONTRACTS AND GRANTS**

Cost of materials: Party will not buy materials and resell to the State at a profit.

Ownership of equipment: Any equipment purchased by or furnished to the Party by the State under this grant is provided on a loan basis only and remains the property of the State.

Prior Approval/Review of Releases: Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Party under this grant shall be approved/reviewed by the State prior to release.

Acknowledgement: All publications, tables, graphs, website or other information in any venues related to this project will include the following language: "This project was funded in part by a grant from the Vermont Fish and Wildlife Department."

Check One (applicable if checked):

Work product ownership (Standard Provision): Upon full payment by the State, all products of the Party's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, becomes the sole property of the State of Vermont and may not be copyrighted or resold by Party. The Party shall have a nonexclusive, nontransferable, license to use or have used the work product for or on behalf of itself.

Work product ownership (requires prior approval): Ownership of all data, papers, reports, forms, or other material collected or produced under this Agreement (the "Work Product"), shall rest with the Party. The Party shall provide, free of cost, copies of all such Work Product within ninety (90) days after the end of the project. The State shall have a nonexclusive, nontransferable, irrevocable, paid up license to use or have used the work product for or on behalf of the State throughout the world.

For subawards and contracts over \$150,000:

41 United States code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection: This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1, 2017.

- a) This award and related subawards and contracts over the simplified acquisition threshold and all employees working on this award and related subawards and contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- b) Recipients, and their subrecipients and contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over this simplified acquisition threshold related to this award.