

Request For Proposals FY 2025 - 2030

Released: March 1, 2024

Proposals Due: April 12,
2024

Financial Management,
Administrative, and
Program Support
Services for
Connecticut River Joint
Commissions

Connecticut River Joint
Commissions
10 Water Street, Suite 225
Lebanon, NH 037666

REQUEST FOR PROPOSALS

Financial Management, Administrative, and Program Support Services for Connecticut River Joint Commissions

Background

The Connecticut River Valley of Vermont and New Hampshire is home to a remarkable partnership among the governments in the two states, as well as businesses, farmers, conservationists, and other citizens from many walks of life. Working together through the Connecticut River Joint Commissions (CRJC), they seek to build a strong and vibrant economy while conserving the natural wealth and beauty of this special place. CRJC's mission is to preserve and protect the visual and ecological integrity and sustainable working landscape of the Connecticut River Valley, and to guide its growth and development through grassroots leadership.

CRJC is a registered 501 (c)(3) corporation domiciled in the State of New Hampshire and operates as an umbrella agency for the Connecticut River Valley Resource Commission in New Hampshire as described in NH Statute, Title XIX, Public Recreation, Chapter 227-E Connecticut River Valley Resource Commission (RSA 227-E) and the Vermont Connecticut River Watershed Advisory Commission described in Vermont Statutes Annotated, Title 10 Conservation and Development, Chapter 45 Connecticut River Flood Control Compact, §1193. The historic level of support for CRJC from the States of NH and Vermont combined is approximately \$64,000 annually. Funding is subject to annual legislative budget approval by each state. Background information about the Commissions can be found on the website at <http://www.crjc.org>

CRJC is soliciting proposals from qualified governmental, non-profit organizations, or individuals for financial, administrative, and program support services to begin on July 1, 2024 through June 30, 2025 (FY 2025). There will be an option to extend the contract for an additional five years (FY 2026 - FY 2030). All questions related to this Request for Proposals must be sent by E-mail only to:

Mr. Jason Rasmussen, Treasurer
Connecticut River Joint Commissions
E-mail: jrasmussen@marcvt.org

Deadline for Submitting Proposals

One digital copy (PDF) of the proposal **must be received by 4:00 p.m. Friday, April 12, 2024**, clearly marked "CRJC Administrative Services" to:

Mr. Jason Rasmussen, Treasurer
Connecticut River Joint Commissions
E-mail: jrasmussen@marcvt.org

Proposals or amendments received after this deadline will not be considered.

SCOPE OF SERVICES TO BE PROVIDED

A. Administrative Support

1. Provide administrative support to the Connecticut River Joint Commissions (CRJC) and the local river subcommittees, including:

- a) Develop agendas, properly notice meetings to the public, prepare minutes, draft resolutions, and invite/coordinate with speakers.
 - b) Facilitate coordination between the CRVRC and CRWAC.
 - c) Maintain a database of names of local officials, riverfront landowners, agricultural businesses, tourism and recreational interests as well as the public who are interested in the work of the CRJC.
 - d) Provide grant writing services that promote the strategic initiatives outlined in the Connecticut River Water Resources Management Plan and that further the capacity of the CRJC.
 - e) Maintain a website for the CRJC.
 - f) Prepare bi-monthly electronic newsletters.
 - g) Prepare an Annual Report.
2. Provide fiscal management to the CRJC, including:
 - a) Provide financial management and compliance support for all grants and contracts, including accounting and auditing services. Ensure that all books and records are kept in accordance with GAP and GASB standards and assure that an independent financial review is completed annually. Prepare invoices, progress reports and related match requirements as required by funders.
 - b) Assist Executive Committee of CRJC in preparation of the annual budget.
 - c) Monthly financial summaries, cash flow analysis and, if necessary for funding purposes, develop an Indirect Cost Analysis that provides a rate using methodology approved by the funding entity.
 3. Support CRJC Board meetings, including:
 - a) Staff CRJC Board meetings.
 - b) Staff CRJC Executive Committee meetings.
 - c) Staff other CRJC meetings as needed.

B. Program Support

1. Support Local River Subcommittee meetings, including:
 - a) Staffing all meetings for each of the five local river subcommittees (i.e. Headwaters, Riverbend, Upper Valley, Mt. Ascutney, and Wantastiquet).
 - b) Support the efforts of the local river subcommittees with permit review functions and with outreach to encourage the incorporation of the Connecticut River Management Plan into municipal plans/master plans.
 - c) Facilitate the coordination and communication between the different local river subcommittees with each other and with CRJC.
2. Other program support services as more fully described in Attachments A & B, such as BMP outreach to landowners, plan updates, and educational workshops.
3. Support CRJC's two new initiatives:
 - a) Windham County Natural Resources Conservation District contract for \$6,400 through May 31, 2024. This project involves supporting the creation of a bi-state team of resource professionals and agricultural producers who will lead an effort aimed at identifying the most effective agricultural best management practices for reducing the loss of nitrogen from agricultural fields into the Connecticut River. CRJC will participate in the watershed planning project's steering committee and serve on the producer outreach subcommittee.
 - b) Long Island Sound Futures Funded project for the Greater Upper Valley: Municipal Stormwater Interventions with Nitrogen Reduction and Prevention.

This contract is for \$15,000 between March 1, 2024 and end December 31, 2025. The project involves participation in partners oversight committee, outreach for local regulatory reviews, identification/evaluation of sites, and advise in the development of a stormwater action plan.

Submittal Requirements

One digital copy of the proposal shall include technical and cost proposals as separate documents. The cost proposals must be in a separate and clearly labeled file with the bidder's name, project name, and the title "COST PROPOSAL." The proposal shall be in a separate and clearly marked file "CRJC TECHNICAL PROPOSAL" and submitted to:

CRJC Executive Committee - Consultant Selection

C/O Mr. Jason Rasmussen, Treasurer

Connecticut River Joint Commissions

E-mail: jasmussen@marcvt.org

Proposals should be concise, a maximum of 8 pages, and must include:

1. The Technical Proposal must include:

a) Summary

The Summary shall include a brief description of bidder's understanding of the Mission of the CRJC; demonstrate familiarity and experience that aligns with the CRJC mission, and present examples of relevant knowledge/experience. Provide information on all collaborators if more than one organization or individual will be involved in order to demonstrate the qualifications of the proposed staffing team.

b) Qualifications

The Qualifications shall include a description of the consultant's and sub-consultant's capabilities, and if an organization, a summary of its organizational structure. Identification of the support team including experience, and specific responsibilities of the project manager and staff who will be assigned to the project is required. Please include a resume for each person.

c) Relevant Work Experience and References

Include three (3) examples of projects similar in scope and scale completed by the staff that will be assigned to this project. Provide a brief description including completion date, type, and scope of project, and contact person with telephone number for reference.

d) Work Plan

The Work Plan shall include an outline of the approach proposed to accomplish each item of the scope of services. Suggestions for additional work, which may be beneficial to the CRJC, are invited. The work plan shall provide adequate support for essential CRJC services (i.e. financial and administrative services, supporting meetings of the CRJC Board, Executive Committee and local river subcommittees). The work plan may offer suggestions/alternative approaches to achieve the non-essential, but desired, CRJC services based upon anticipated funding levels (e.g. BMP outreach to landowners, plan updates, educational workshops).

e) Work Schedule

The work shall begin on July 1, 2024 and end on June 30, 2025. At the end of this initial period, the Commission may, at its discretion, choose to renew this agreement annually for up to 5 years.

2. Cost Proposal

The consultant's proposed budget and cost for providing services **must include a task breakdown of project cost by task for each staff/team member and hours assigned to each staff/team member.**

Modification of Proposals

Modifications to proposals received prior to the submission deadline will be accepted, and must be submitted in a sealed envelope identifying the name and address of the consultant and clearly marked "Modification to Proposal - CRJC Administrative Support Services."

One digital copy (PDF) of modifications to the proposal shall be submitted. Modifications shall include insertion pages or replacement pages and a transmittal letter explaining and indexing the modifications.

Selection Process

Upon release of this RFP, the CRJC Executive Committee will form a Consultant Selection Committee who will be responsible for the review of proposals and the selection of a qualified consultant. All Proposals will be opened after the "Deadline for Submitting Proposals", in the presence of one or more witnesses, and a register of all applications will be prepared.

Proposals will be evaluated based on technical merit and on the criteria listed below. Finalists may be interviewed as part of the evaluation process. After the evaluation and interviews are completed, the Consultant Selection Committee will rank the finalists and a contract will be awarded to the consultant submitting the proposal most favorable to the Consultant Selection Committee. **The consultant should be prepared to work with the current consultants to transition organizational records and to begin work no later than July 1, 2024.**

Proposal Evaluation Criteria

A contractor will be selected by CRJC after analysis of all information provided in the proposals. Respondents should be available for interviews prior to the selection of a consultant, if CRJC decides that interviews will be necessary. CRJC reserves the right to negotiate the scope of work with any respondent or other qualified party.

The Commission reserves the right to withdraw this Request for Proposals, to accept or reject any or all proposals, or to advertise for new proposals if it is in the best interest of the CRJC and the States of Vermont and New Hampshire to do so, and to award a contract as deemed to be in the best interest of the CRJC and the States of Vermont and New Hampshire.

The Consultant Review Selection Committee will review and evaluate all proposals based on the following criteria (Total is 100 points):

1. Qualifications of the consultant and the personnel to be assigned to this project. (15 Pts.)
2. Staffing River Subcommittees with a single qualified individual. (5 pts.)
3. Submission of a complete proposal with the consultant's approach to the project containing all information, services, and requirements in this RFP. (10 Pts.)
4. Clarity of the proposal and creativity/thoroughness in addressing the scope of work. (15 Pts.)
5. Demonstrated knowledge of project scope. (12 Pts.)
6. Overall experience and past performance on similar projects, as well as the experience of the consultant personnel working together as a team to complete similar projects. (10 Pts.)

7. Demonstration of overall project understanding and insights into local conditions and potential issues. (15 Pts.)
8. Quality of representative work sample. Preferably, one that is similar to this project (10 Pts.)
9. Additional creative suggestions from the consultant. (3 Pts.)
10. Qualification as a disadvantage business enterprise registered within the States of New Hampshire and Vermont (3 Pts.)

***Bonus points for innovation and quality of presentation (2 Pts.)**

***Comparative costs of the proposals may be considered, but will not be the main basis for selection.*

Miscellaneous

1. Claims and Insurance Requirements - The consultant shall, at its sole expense, obtain and maintain in force liability insurance and shall be solely responsible for all claims of whatever nature arising out of the rendering of services during the term of the contract. The following insurance shall be required:
 - a. Commercial or comprehensive general liability insurance including contractual coverage, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$250,000 per occurrence and \$2,000,000 in aggregate (The consultant shall indemnify and hold harmless the CRJC and the NHDES and the VTANR against the same to the extent permitted by law); and
 - b. Comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed, and non-owned vehicles, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$500,000 combined single limit; and
 - c. Professional liability (errors and omissions) insurance coverage of not less than \$2,000,000 in the aggregate. If coverage is “claims-made”, the period to report claims shall extend for not less than three years from the date of substantial completion of the contract. No retention (deductible) shall be more than \$25,000; and
 - d. Workers’ compensation and employer’s liability insurance as required by law.
2. Equal Opportunity - The CRJC and the States of Vermont and New Hampshire are Equal Opportunity Employers. The selection of a consultant shall be made without regard to race, color, sex, age, religion, national origin, sexual orientation, or political affiliation. The CRJC and the States of Vermont and New Hampshire encourage proposals from qualified Disadvantaged Business Enterprises (DBE).
3. Compliance with Law - The selected consultant shall comply with all applicable federal, state, and local laws and regulations in the performance of service. The selected consultant must be certified to conduct business legally in the States of New Hampshire and Vermont.
4. All proposals submitted in response to this RFP become the property of CRJC. The CRJC has the right to disclose information contained in the proposals after an award has been made. All reports, documents, and materials developed by the consultant for this project shall be considered public information and shall be the property of the CRJC and the States of Vermont and New Hampshire.
5. Each consultant or organization, by submitting its proposal, understands, represents, and acknowledges that:
 - a. The consultant has read and understands the terms and conditions of the Request for Proposal and the proposal are made in accordance with those terms and conditions.
 - b. The cost proposal has been arrived at independently and without consultation, communication, or agreement with any other consultant, or potential consultant.

- c. No attempt has been made or will be made to induce any potential consultant to refrain from submitting a proposal, or to submit any intentionally noncompetitive proposal or other form of proposal that would support the proposal of another consultant.
- d. The bid is made in good faith and not pursuant to any agreement, discussion with, or inducement from, any bidder or potential bidder to submit noncompetitive bids.
- f. If an award is made to the consultant, the consultant agrees that it intends to be legally bound to a contract that is made between the Commission and the consultant.

Award

The Commission intends to complete consultant selection on or about May 20, 2024 and notice award of its contract no later than Thursday, May 24, 2024.

The Commission reserves the right to withdraw this Request for Proposals, to accept or reject any or all proposals, to advertise for new proposals if it is in the best interest of the CRJC and the States of Vermont and New Hampshire to do so, and to award a contract as deemed to be in the best interest of the CRJC and the States of Vermont and New Hampshire.

Bid Protest Procedures

The Connecticut River Joint Commissions (Commission) will work with contractors and vendors to resolve disputes arising from its procurement of goods and services. If such disputes cannot be resolved through negotiation between the vendor and the staff, the Executive Committee may render a decision on the matter. Nothing in this policy mitigates the right of the vendor to seek legal remedy in a court of competent jurisdiction. The Connecticut River Joint Commissions may seek the assistance of the grantor agency in resolving disputes.

Protests will only be accepted by the Commission from prospective bidders or bidders whose direct economic interest would be affected by the award of a contract or refusal to award a contract. The Commission will consider all such protests, whether submitted before or after the award of a contract. All protests must be in writing and conform to the following requirements:

1. Protest shall be clear and concise.
2. Provide name, address, and telephone numbers of protestor.
4. Provide a clear and detailed statement of the legal and factual grounds of the protest including copies of all relevant documents.
5. Provide a statement as to what relief is requested.

Protests Prior to Award

Protests before award must be submitted within the time frame specified below. If the written protest is not received by the time specified, the bid or evaluation process shall continue.

Protests addressing the adequacy of the Request for Proposals (RFP), the instruction to bidders, general terms and conditions, specifications and scope of work, must be filed the Commission not less than fourteen (14) full working days before the due date for receipt for proposals. Thereafter, all issues and appeals regarding adequacy of the RFP are deemed waived by all interested parties.

Upon receipt of the written protest, the Commission's Executive Committee will determine if the date of receipt for proposals should be postponed. If the bid due date is postponed, an appropriate addendum will be issued regarding a rescheduling of the bid due date.

Any protest may be withdrawn at any time before the Commission has issued its decision.

Protests After Bid Opening/Receipt of Proposals

Any party aggrieved by an award of a contract may protest to the Commission's Executive Committee in writing, within seven days after such aggrieved party knew or should have known of the facts giving rise thereto. Such protest shall include the detailed facts leading up to the protest. The Commission's Executive Committee is authorized to settle and resolve any protest relating to the solicitation or contract award. Protests received later than 30 days after an award has been made shall not be considered.

In the absence of a settlement, the Commission's Executive Committee shall make their decision known, in writing, within one month of receipt of the protest. The written decision of the Executive Committee shall be final, binding, and conclusive on the parties. Protests should be transmitted to:

The Executive Committee
Connecticut River Joint Commissions
10 Water Street, Suite 225
Lebanon, NH 03766

Attachment A

NEW HAMPSHIRE SCOPE OF SERVICES

Title: NH Connecticut River Valley Resource Commission – Management and Administration

Assistance Area: New Hampshire side of the Connecticut River Valley

Objective: The Connecticut River Joint Commissions (CRJC) will provide management and administrative assistance for the NH Connecticut River Valley Resource Commission (CRVRC) to assist with carrying out RSA 227-E to protect the resources of the Connecticut River Valley.

Work Tasks:

Task 1: Provide the local river subcommittees of the CRJC with administrative support that enables them to carry out the mission of the CRJC.

- a) Provide staff support to the local river subcommittees of the CRJC, preparing minutes, reports, and agendas for meetings.
- b) Assist the local river subcommittees in responding to and providing comments on permits affecting the watershed.
- c) Provide staff support to the local river subcommittees by maintaining electronic files of subcommittee correspondence and permit review comments.
- d) Assist the local river subcommittees with coordination, communication, and outreach.
- e) Provide for the maintenance of contact databases that enable efficient communications and build support for the local river subcommittees.
- f) Assist the local river subcommittees with the submission of annual and biennial reports to riverfront municipalities, the NH Department of Environmental Services, and the NH Rivers Management Advisory Committee in accordance with RSA 483:8-a.
- g) Assist the local river subcommittees in recruitment of new members and provide education and outreach to build capacity within the subcommittees.

Task 2: Provide administrative services to meetings of the Connecticut River Valley Resource Commission (CRVRC), the Connecticut River Joint Commissions (CRJC) and standing subcommittees and working groups of said commissions (e.g., FERC Relicensing Work Group).

- a) Develop agendas, properly notice meetings to the public, and prepare minutes.
- b) Provide staff support by maintaining electronic files of CRVRC, CRJC, and subcommittee correspondence.
- c) Facilitate coordination between the CRVRC and its Vermont counterpart, the Connecticut River Watershed Advisory Commission.
- d) Maintain a database of names of local officials, riverfront landowners, agricultural businesses, tourism and recreational interests as well as the public who are interested in the work of CRVRC and/or the CRJC.
- e) Assist the CRVRC with outreach to the public. Provide the public and members of the CRVRC and CRJC with information and education that builds capacity for the organization.
- f) Provide grant writing services as needed, that promote the strategic initiatives outlined in the Connecticut River Water Resources Management Plan and that further the capacity of the CRVRC and the CRJC.
- g) Maintain a website for the CRJC that informs the work of the CRVRC.

- h) Assist CRVRC members in the recruitment and nomination of representatives to CRVRC to ensure that all CRVRC seats are filled.

Task 3: Provide fiscal management to the CRJC.

- a) Provide accounting and auditing services to ensure proper accounting procedures and reporting are in place.
- b) Provide Accounts Payable and Accounts Receivable services.
- c) Ensure proper accounting for any match requirements by other funders.
- d) Provide monthly financial summaries, cash flow analysis and, if necessary for funding purposes, develop an Indirect Cost Analysis that provides a rate using methodology approved by the funding entity.

Task 4: Develop an Annual Report.

- a) An annual report for each Fiscal Year (FY2024 and FY2025) will be delivered to the NH CRVRC and the NH Department of Environmental Services that outlines the work that was completed and the financial activities by August 31st of each year.
- b) CRVRC Commission members and CRJC will be prepared to meet with NHDES and any appropriate audiences to explain the current financial and administrative condition of the organizations.

Responsible Parties: The Administration of this contract shall be under the supervision of both the CRVRC and the CRJC and its elected officers.

Proposed Timeline: The contract shall be in effect from July 1, 2023 until June 30, 2025.

ATTACHMENT B
VERMONT SCOPE OF WORK TO BE PERFORMED

Grant Period – November 1, 2023 – October 31, 2024

Task 1: Execution of grant agreement and press release. Issue a press release to local or area news publications informing readership of receipt of the State of Vermont, Agency of Natural Resources, Department of Environmental Conservation funded grant along with details on the project's purpose, actions and anticipated timeline.

Deliverables:

- Fully authorized grant agreement, press release and distribution list.

Estimated Due Date: Within 30 days receipt of fully executed agreement.

Task 2: Administrative support for the CRJC including but not limited to, organization financial oversight and reporting.

Deliverables:

- Year End Financial Statement - 60 days following CRJC FY end.

Estimated Due Date: October 31, 2024

Task 3: Maintain updated and consistent public access to CRJC website crjc.org.

Deliverables:

- Documented consistent access for the public to the CRJC website
- Up-to-date meeting minutes, reports, and outreach/event materials
- Up-to-date calendar of events publicizing Grantee meetings and events

Estimated Due Date: October 31, 2024

Task 4: Assist the Vermont Watershed Coordinators with Tactical Basin Plan development outreach, draft plan review and project identification throughout the CRJC region.

Deliverables:

- Copies of web / blog posts / newsletter articles promoting TBP meetings and soliciting comments and input on plans and projects
- Agenda and minutes of at least one full Board meeting agenda topic for each TBP under development
- Agenda and minutes of at least one LRS-hosted TBP kick-off and/or public comment meeting for active planning basins.

Estimated Due Date: October 31, 2024

Task 5: Programmatic support for facilitating bi-state cooperation. Host at least one meeting between VT & NH State staff to discuss coordination and management of the Connecticut River.

Deliverables:

- Meeting minutes and outcomes, list of attendees, reports, outreach/event materials.

Estimated Due Date: October 31, 2024

Task 6: Programmatic support for the five Local River Subcommittees including, but not limited to activities that support on-going Vermont water quality initiatives.

Deliverables:

- Five activities throughout the year at the individual river subcommittees relative to Vermont water quality priorities, coordination with watershed groups, and/or landowner education.
- Copies of minutes, reports, and outreach/event materials.

Estimated Due Date: October 31, 2024

Task 7: Prepare an annual report following Grantee FY end, that includes Vermont activities that occur during the year.

Deliverables:

- Final Annual Report.

Estimated Due Date: October 31, 2024



ATTACHMENT C: STANDARD STATE PROVISIONS
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 nonrenewal 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
CRJC CONTINUING ASSESSMENT PLAN
July 01, 2023– June 30, 2024

Updated as of June 20, 2023

Plan Rationale:

After 16 months of focused revitalization and assessment, it is generally accepted that the CRJC is now a viable and sustainable organization capable of fulfilling its mission and organizational goals. Areas such as recruitment and leadership still need attention, but other areas of past concern such as funding, productivity, organizational focus, and administrative assistance have improved dramatically.

This 12-month plan is designed to help commissioners continue to assess and revitalize the CRJC and its work in FY24. Once the new list of critical tasks is agreed upon, commissioners will work in small groups to accomplish the relevant benchmarks.

Goals, Benchmarks and Project Leaders

While team leaders are expected to assume overall responsibility for meeting the specified goals, they are encouraged to solicit help from other Commissioners to complete the necessary tasks. It is critical that other commissioners willingly assist.

Goal Teams: Tentatively formed at June 12th Full Commissions meeting. To be finalized at September Full Commissions meeting.

1. **Goal:** *Secure multi-year (2+ years) funding from VT and NH, and other funding sources.*

Benchmark: Confirm funding with state funders from NH (July 1, 2023) and VT (Oct 1, 2023) for FY 24). Apply for NHCF Unrestricted Grant (Sept 8, 2023).

Comments June 12:

- There should be regular communications with legislators so this feels like they know the organization and not just for funding once a year (cross over with Goal 8 Communications)

Meet with state legislators in the CRV. Meet early in legislative session. Highlight Making Room forum.

- Vermont funding will be annual with process beginning each August.
- New Hampshire funding will be bi-annual with a process beginning every other January.

2. **Goal:** *Secure an organization to provide administrative services in 2023-24.*

Benchmark: Hold administrative services meetings with UVLSRPC to discuss staff availability and finalize contract for FY24 by July 1, 2023.

Benchmark 2: Review and Recommend RFP schedule. Report at January FC meeting.

Comments June 12:

- Review agreement on a regular schedule, 2yr/5yr?
- Review RFP schedule in bylaws – 5 years.

Lets keep this one simple and re-hire.

3. **Goal:** *Complete VT and NH contractual deliverables for FY 2023-24.*

Benchmark: Update members at each EB and FC meeting on the status of deliverables.

Comments June 12: No comments

4. **Goal:** *Establish a more structured relationship between the CRJC and the LRSs.*

Benchmark: Review approved LRS actions at every EC and FC meeting. Present a list of potential LRS special projects at the September FC meeting.

Comments June 12:

What is Vermont subcommittee member sense of purpose in LRS functions? Clean water service providers?

CRJC commissioners asked to join and participate in their local river subcommittee.

Schedule regular meetings with CRJC and LRS.

Also need a mechanism for reporting on EC and FC discussion at regular LRS meetings (determine what items are to be shared and make sure FC member attends to report out.

5. **Goal:** *Retain current Commissioners and LRS members and recruit new members.*

Benchmark Commissioners: Find replacements for exiting commissioners by June 2023 and enact onboarding plan by the September FC meeting.

Benchmark LRS members: Recruit three new LRS members by June 2023 and present a recruitment plan by the September FC meeting.

Comments June 12:

Use bi-state discussions for recruitment (Cross over with Goal 7 Bi-state discussions).

Need more diversity across the board.

Have subcommittee meet to discuss recruitment.

Wonder how to recruit out to Town with piecemeal responses.

6. **Goal:** *Create and retain a strong and active EC and leadership team.*

Benchmark 1: Obtain individual commitments to help lead the organization by March 15, 2023.

Benchmark 2: Determine and draft leadership onboarding materials by January FC meeting.

Comments June 12:

Have clear areas of work for each group and information flows up and down the groups (Executive Committee, Full Commissions, and Local River Subcommittees)

Start to identify candidates for next year.

7. **Goal:** *Convene bi-state meeting planning group to discuss watershed-based topics, issues and successful practices.*

Benchmark: Present recap on FY23 bi-state discussions and timetable for priority FY24 bi-state discussions at September FC meeting.

Comments June 12:

How many per year? Want enough to create and maintain audience but not overtax planners.

At least two per year.

Convene at least one meeting for top legislators and administration for state environmental agencies (secretaries, commissioners, etc.)

Isn't this what CRJC full board and the subcommittees do?

This feels like our new niche.

The speakers and the Migration Stuff has been wonderful this year. We can build on this but we may not be able the match this level every year.

Other topics: FEMA flood plain mapping, Staying connected. Types of infrastructure systems for small communities instead of full waste water treatment facilities and with little funding.
Use bi-state discussions for recruitment (Cross over with Goal 5 Recruit/Retain).

8. **Goal:** *Create and maintain a CRJC communications plan (must include website).*

Benchmark 1: Present plan at June 12, 2023, full Commission meeting.

Benchmark 2: Team to build out Communications Plan and report out at September FC meeting.

Comments June 12:

Would be nice to have an on-line email list that can be broken out by stakeholders so you can target stakeholders for free. Mail Chimp.

ID those to talk to. Legislator/budget committee, organization partners, local river subcommittees.

I am not familiar with what has been done already. Perhaps the CRJC could contract with a communications person/organization to help develop communications and outreach plan.

Outreach is key. Update / fix website. Also, cross link with other CT River associated groups.

Concerns for high website hosting fees especially for malware. Evaluate alternative options.

Evaluate and update materials for CRJC in-person outreach events. Pamphlet, backdrop, and tri-fold poster (as used years ago) recommended.

Use info from the local river subcommittee survey. Survey partners for the same info. (Cross over with Goal 11 Partnerships)

There should be regular communications with legislators, so this feels like they know the organization and not just for funding once a year (cross over with Goal 1 Funding)

9. **Goal:** *Have a watershed speaker at two meetings every year*

Benchmark: Consult state deliverables and ask possible speakers for FY24. Present at September FC meeting.

Comments June 12:

In person central in the watershed with an online option.

Speakers that will give different aspects of watershed into single focus.

Focus on full spectrum of CRJC areas of interest.

10. **Goal:** *Ensure reasonable adherence to the current Strategic Plan.*

Benchmark: Meet to determine current plan hits and misses. Present findings and revised plan at January 2024 FC meeting.

Comments June 12:

Review progress at least two times a year.

11. **Goal:** *Create 'working' partnerships with other watershed-centric groups and organizations*

Benchmark: Hold meetings with stakeholders to determine most efficient and economical way to reach our goal. Through surveys or direct conversations with other watershed organizations or groups, determine possible partnership options. Present plan at January 2024 FC meeting.

Comments June 12:

Seek project opportunities to partnerships and cosponsors. Track potential organizations for opportunities.

There are benefits working with individual groups as well as larger meetings to connect with multiple groups.

Should be a high priority.

Compile list of current and active watershed orgs in the CT River Valley that "fit" the mission/objectives of the CRJC.

