Request For Proposals
FY 2016

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

Connecticut River Joint Commissions
10 Water Street, Suite 225
Lebanon, NH 03766
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 501c(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, 2015 through June 30, 2016. All questions related to this Request for Proposals must be sent by E-mail only to:
Mr. Richard Walling, President
Connecticut River Joint Commissions
E-mail: wsqw@myfairpoint.net

Letter of Intent
Interested parties shall send a letter stating their intent to submit a proposal by 4:00 p.m., Monday, April 20, 2015, to:
CRJC Executive Committee – Letter of Intent
Connecticut River Joint Commissions
10 Water Street, Suite 225
Lebanon, NH 03766

Deadline for Submitting Proposals
Ten (10) paper copies and one digital copy of the proposal must be received by 4:00 p.m. Friday, May 8, 2015, clearly marked “CRJC Administrative Services” to:
CRJC Executive Committee – Consultant Selection
Connecticut River Joint Commissions
10 Water Street, Suite 225
Lebanon, NH 03766

Faxed or e-mailed proposals will not be considered. 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 a monthly electronic newsletter.
   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. Insure 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.

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 & C.
Submittal Requirements
The ten (10) paper copies and one digital copy of the proposal shall include technical and cost proposals as separate documents. The cost proposals must be in a sealed envelope and clearly labeled with the bidders name, project name, and the title “COST PROPOSAL.” The proposal shall be in a sealed envelope and clearly marked “CRJC TECHNICAL PROPOSAL” and submitted to:

CRJC Executive Committee - Consultant Selection
Connecticut River Joint Commissions
10 Water Street, Suite 225
Lebanon, NH 03766

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 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, 2015 and end on June 30, 2016. At the end of this initial period, the Commission may, at its discretion, choose to renew this agreement annually for up to 4 years.

2. Cost Proposal
The consultant’s proposed budget and cost for providing services must be in a separate sealed envelope clearly labeled with the bidder’s name, project name, and the title “COST PROPOSAL.” The cost proposal 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.”

Ten (10) paper copies and one digital copy 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, 2015.

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. (3 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. (17 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 Friday, May 8, 2015 and notice award of its contract no later than Thursday, May 14, 2015.

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
EXHIBIT A – NEW HAMPSHIRE SCOPE

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 while guiding growth and development.

Work Tasks:
Task 1: Provide administrative services to meetings of the Connecticut River Valley Resource Commission (CRVRC) and the Connecticut River Joint Commissions (CRJC);
   a) Develop agendas, properly notice meetings to the public, and prepare minutes.
   b) Facilitate coordination between the CRVRC and its Vermont counterpart, the Connecticut River Watershed Advisory Commission.
   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 CRVRC and/or the CRJC.
   d) 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.
   e) 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 CRVRC and the CRJC.
   f) Maintain a website for the CRJC that informs the work of the CRVRC.

Task 2: Provide the subcommittees of the CRJC with administrative support that enables them to carry out the mission of the CRJC as well implement the work found in the Connecticut River Water Resources Management Plan.
   a) Provide staff support to the local river subcommittees of the CRJC, preparing minutes and reports and agendas for meetings.
   b) Assist the subcommittees in responding to and providing comment on permits affecting the watershed.
   c) Assist the river subcommittees with coordination, communication and outreach.
   d) Provide for the maintenance of contact databases that enable efficient communications and build support for the subcommittees.
   e) Assist the river subcommittees in recruitment of new members and provide education and outreach to build capacity within the subcommittees.

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 (FY2015 and FY2016) 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 July 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, 2015 through June 30, 2017

**EXHIBIT B**

**PAYMENT SCHEDULE**

CRJC shall invoice the NH CRVRC monthly based on actual project expenses incurred for that month. All services shall be performed to the satisfaction of NH CRVRC and DES before payment is made. All payments shall be made upon receipt and approval that the tasks have been performed and upon receipt of an associated invoice. Supporting documentation shall be submitted with the invoices demonstrating work completed.

**EXHIBIT C**

**SPECIAL PROVISIONS**

Contract funds are to be used solely for the services and related costs described in the Scope of Services. There are no special provisions.
VERMONT SCOPE

Scope of Work to be Performed

The Grantee will provide the necessary personnel, services, equipment, and facilities to complete the following tasks:

**Task 1:** Execution of grant agreement and press release - *Soon after receiving the fully authorized grant agreement, the Grantee is required to issue a press release to local or area news publications informing readership of the 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
Schedule: July 1 – August 15, 2015.

**Task 2:** Provide administrative and programmatic support for the meetings and public outreach efforts of Vermont Connecticut River Watershed Advisory Commission (CRWAC), Grantee, committees and local river subcommittees from July 1 to September 30, 2015. Submit progress report #1.

i. Develop agendas for meetings of the Grantee, CRWAC, committees and local river subcommittees, issue invitations, public notices, prepare minutes, resolutions, and correspondence with speakers.

ii. Provide for cooperation between the CRWAC and its New Hampshire counterpart, together known as the Connecticut River Joint Commissions (CRJC). Assist with member recruitment and orientation.

iii. Assist the Grantee, CRWAC, committees and local river subcommittees in following up on their decisions through correspondence, grant-writing, public outreach, studies, plans, meetings, and personal communications.

iv. Develop and send periodic (at least once monthly) e-newsletters and maintain the website to provide timely information to Commissioners, local river subcommittee members and partners.

Deliverables: Progress report #1, Copies of minutes, reports, outreach/event materials, electronic-newsletters
Schedule: July 1 – September 30, 2015

**Task 3:** Provide administrative and programmatic support for the meetings and public outreach efforts
of the Grantee, CRWAC, committees and local river subcommittees from October 1 to December 31, 2015 (as specified in Task 2i-iv). Submit progress report #2.

**Deliverables:** Progress report #2, Copies of minutes, reports, outreach/event materials, e-newsletters  
**Schedule:** October 1 – December 31, 2015

**Task 4:** Provide administrative and programmatic support for the meetings and public outreach efforts of the Grantee, CRWAC, committees and local river subcommittees from January 1 to March 31, 2014 (as specified in Task 2i-iv). Submit progress report #3.

**Deliverables:** Progress report #3, Copies of minutes, reports, outreach/event materials, e-newsletters  
**Schedule:** January 1 to March 31, 2016

**Task 5:** Provide administrative and programmatic support for the meetings and public outreach efforts of the Grantee, CRWAC, committees and local river subcommittees from April 1 to June 30, 2014 (as specified in Task 2i-iv). Submit progress report #4.

**Deliverables:** Progress report #4, Copies of minutes, reports, outreach/event materials, e-newsletters  
**Schedule:** April 1 to June 30, 2016

**Task 6:** Submit a final report summarizing the year’s activities.  
**Deliverables:** Final/annual report  
**Schedule:** June 1 – July 31, 2016
STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS (REVISED 7/12)

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.

3. **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.

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

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

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

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

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

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

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

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

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

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

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

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

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

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

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

8. **Reliance by the State on Representations**: All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends $500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program’s laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than $500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: [http://finance.vermont.gov/forms](http://finance.vermont.gov/forms)

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter 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. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

15. **Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

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

17. **Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.

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

19. **Certification Regarding Use of State Funds:** In the case that Party is an employer and this
Agreement is a State Funded Grant in excess of $1,001, Party certifies that none of these
State funds will be used to interfere with or restrain the exercise of Party’s employee’s
rights with respect to unionization.

(End of Standard Provisions)

**State of Vermont Language to be included in all subcontracting agreements:**

**11. Taxes Due To The State:**

a. Contractor 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. Contractor certifies under the pains and penalties of perjury that, as of the date the contract
is signed, the Contractor 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. Contractor understands that final payment under this contract may be withheld if the
Commissioner of Taxes determines that the Contractor 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. Contractor also understands the State may set off taxes (and related penalties, interest and
fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal
within the time allowed by law, or an appeal has been taken and finally determined and the
Contractor has no further legal recourse to contest the amounts due.

**12. Child Support:** (Applicable if the Contractor is a natural person, not a corporation or
partnership.) Contractor states that, as of the date the contract 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.

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

**13. Subcontractors:** Contractor shall not assign or subcontract the performance of this
agreement or any portion thereof to any other contractor without the prior written approval of the
State. Contractor also agrees to include in all subcontract agreements a tax certification in
accordance with paragraph 11 above.
## Connecticut River Joint Commissions Strategic Plan: Planning for the Future 2016-2020

**Goal 1. Develop a strong, engaged, and active membership for the Connecticut River Joint Commissions to strengthen its reputation, guide its programs, and provide financial stability.**

<table>
<thead>
<tr>
<th>Responsible parties, leads, champions</th>
<th>Importance</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Maintain and enhance diversity of Commissions and Local River Subcommittees memberships, compatible with the respective statutes in New Hampshire and Vermont, and representing diverse interests and geographic areas along the river. In particular, representation by members not affiliated with state or regional agencies should be recruited.</td>
<td>Medium</td>
</tr>
<tr>
<td>B. Provide monthly updates on river-related news and events to Commissioners, Local River Subcommittees (LRSs), and other interested parties at meetings. Solicit news items from Commissioners, LRSs, and partners for the agenda and for e-newsletter.</td>
<td>High</td>
</tr>
<tr>
<td>C. Work with Commissioners to identify and secure sources of financial and in-kind support for the CRJC’s operations and for the implementation of its flagship projects.</td>
<td>High</td>
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<tr>
<td>D. Continue annual state and federal filings while exploring cost effective options including financial review and full organizational audits.</td>
<td>High</td>
</tr>
<tr>
<td>Goal 2. Develop a Strong, engaged, and active membership of Local River Subcommittees.</td>
<td>Resources required</td>
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<tr>
<td>A. Provide local river subcommittees with reasonable staff support for meetings and project work and post their accomplishments on the website and include updates with CRJC meeting agendas. A priority should be placed on the importance of continuity of staff for all five of the local river subcommittees.</td>
<td></td>
</tr>
<tr>
<td>B. Refine a unified role for the Local River Subcommittees as it relates to the implementation of CRJC plans within municipalities, recognizing that the majority of the decisions that can implement the plan are made at the local level. Defining this role will result in deeper engagement by the Local River Subcommittees in the update of CRJC’s river management plan.</td>
<td></td>
</tr>
<tr>
<td>C. Work with local officials to recruit new members representing diverse interests to maintain vibrant Local River Subcommittees.</td>
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<tr>
<td>D. Review and provide comment on state and federal permit applications that would alter the resource values or unique characteristics of the river.</td>
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</tr>
<tr>
<td>E. Collaborate with NH and VT planning commissions, state agencies, nonprofits, and other organizations to keep members informed on river issues through CRJC fora, e-newsletters, and other events.</td>
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<tr>
<td>F. Encourage Commissioners to participate in Local River Subcommittees by providing to them CRJC updates bringing news of the LRSs to the CRJC at its meetings.</td>
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</table>
**Goal 3. Promote implementation of the Connecticut River Management Plan**

<table>
<thead>
<tr>
<th>A.</th>
<th>Work with state and regional stakeholders to implement the Plan.</th>
<th>Responsible parties, leads, champions</th>
<th>Importance</th>
</tr>
</thead>
<tbody>
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<td></td>
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<td>High</td>
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</table>

| B.  | Through the Local River Subcommittees, present the Recreation and Water Resources Plans to municipal boards and other stakeholders for adoption and implementation. | Goals and Plans Committee | Medium     |

| C.  | Track progress on implementation of the Connecticut River Management Plan on a yearly basis. | Goals and Plans Committee | Medium     |

| D.  | Identify next chapter of the 1997 Connecticut River Management Plan to update. | Goals and Plans Committee | Medium     |

**Goal 4. Provide outreach to communities on river issues and best practices for riverfront land management.**

<table>
<thead>
<tr>
<th>A.</th>
<th>Partner with state agencies, local organizations and other expert presenters to provide public educational workshops on river issues with the objective being to influence both individual and municipal decisions and actions with the health of the Connecticut River in mind.</th>
<th>Responsible parties, leads, champions</th>
<th>Importance</th>
</tr>
</thead>
<tbody>
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<td></td>
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<td>Medium</td>
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</table>

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<tr>
<th>B.</th>
<th>Advocate for best practices and educate local and regional planning commissioners who designate land uses along the river, in order to improve water quality and lessen vulnerability to flooding and fluvial erosion hazards.</th>
<th>Responsible parties, leads, champions</th>
<th>Importance</th>
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<tbody>
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<td>Medium</td>
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<tr>
<th>C.</th>
<th>Through the Local River Subcommittees and partners, distribute existing educational materials published by CRJC, state agencies, or other organizations (e.g. local conservation districts, regional planning commissions) to relevant stakeholders.</th>
<th>Responsible parties, leads, champions</th>
<th>Importance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(proposed) Communications Committee</td>
<td>Medium</td>
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<tr>
<th>D.</th>
<th>Provide current information on Connecticut River boating on CRJC’s website. Develop a robust and accessible website to reflect current science, knowledge, and best practices, and cultivate links with other partners’ websites.</th>
<th>Responsible parties, leads, champions</th>
<th>Importance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Tara Bamford for website migration</td>
<td>High</td>
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<td>(proposed) Communications Committee</td>
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<tr>
<th>E.</th>
<th>Advocate use of current BMPs and work with technical organizations on standards on which municipalities may rely for regulatory support.</th>
<th>Responsible parties, leads, champions</th>
<th>Importance</th>
</tr>
</thead>
<tbody>
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<td>(proposed) Communications Committee</td>
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<tr>
<td>Goal 5. Articulate and anticipate up-and-coming issues that affect the Connecticut River and its watershed.</td>
<td>Importance</td>
<td>Required or urgent</td>
<td></td>
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<tr>
<td>A. Convene educational workshops or working groups on up-and-coming issues in order to develop and disseminate best practices for watershed protection.</td>
<td>Medium</td>
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</tr>
<tr>
<td>B. Advise legislators on impacts of state laws and programs on the Connecticut River and its watershed.</td>
<td>Medium</td>
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<tr>
<td>C. Schedule a series of presenters at CRJC meetings to keep Commissioners and the public informed on watershed-related issues. Presentations will focus on issues that are critical to the implementation of the Connecticut River Management Plan.</td>
<td>Low</td>
<td></td>
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</tbody>
</table>