



STATE OF VERMONT
STANDARD CONTRACT FOR SERVICES
VERMONT AGENCY OF EDUCATION

Contract #: 48869 Amendment: #000

1. Parties: This is a contract for services between the State of Vermont Agency of Education (hereafter called the "State"), and Lund Family Center, Inc. (hereafter called the "Contractor") at 50 Joy Drive, South Burlington, VT 05403. Contractor's form of business organization is a non-profit corporation. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: This contract covers services related to training as an implementation site as part of the Preschool Development Grant (PDG). Attachment A describes detailed services to be provided by the Contractor.
3. Maximum Amount: In consideration of the services to be performed by the Contractor, the State agrees to pay the Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$5,000.00.
4. Contract Term: The period of the Contractor's performance shall begin on November 4, 2024 and end on December 31, 2025. The State reserves the right to renew this contract for one additional one-year renewal periods, contingent upon satisfactory performance by the Contractor, the availability of funds and submission of a new and mutually agreeable budget proposal.
5. Prior Approvals: This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.
- 5A. **Sole Source Contract for Services.** This Contract results from a "sole source" procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950.
6. Amendment: No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and the Contractor.
7. Termination for Convenience: This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.
8. Attachments: This contract consists of 10 pages including the following attachments which are incorporated herein:
 - Attachment A - "Statement of Work"
 - Attachment B - "Payment Provisions"
 - Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/7/2023)
 - Attachment D - "Other Provisions"
 - Attachment E - "Federal Terms Supplement"
9. Order of Precedence. Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:
 - (1) Standard Contract
 - (2) Attachment D
 - (3) Attachment C (Standard State Provisions for Contracts and Grants)
 - (4) Attachment E
 - (5) Attachment A
 - (6) Attachment B

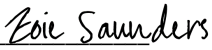
WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

By the STATE OF VERMONT

10/29/2024

Date: _____

Signature: _____

Signed by:

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Zoie Saunders, Interim Secretary of Education

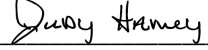
Vermont Agency of Education

By Lund Family Center, Inc.

10/21/2024

Date: _____

Signature: _____

DocuSigned by:

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Judy Harvey, Child Care Coordinator

STATE OF VERMONT
CONTRACT FOR SERVICES
ATTACHMENT A - STATEMENT OF WORK

Contract Scope of Work:

1. Establish a leadership team that includes both representatives with decision-making authority (i.e., Program Owner/Director/Administrator, school district administrator, PreK coordinator) and representatives of teaching staff, e.g., early childhood special education, classroom teachers, support staff, related service providers, community partners, and family members.
2. The leadership team will identify at least one member to participate in the AOE-led virtual leadership meetings for 1.5-2 hours per month.
3. Support the regular collection, analysis, reflection, and use of information gathered from implementation fidelity tools to inform decision-making and continuous improvements with the AOE-assigned implementation coach for at least 4 hours per month. The AOE-provided fidelity tools include the following:
 - a. Benchmarks of Quality (BOQ) and Action Planning Tool
4. Support the regular collection, analysis, reflection, and use of information gathered from the teacher and child-progress tools to inform decision-making and continuous improvement with the assigned practice-based coach for at least 4 hours per month. These tools include the following:
 - a. Teaching Pyramid Observation Tool (TPOT) or the Teaching Pyramid Infant-Toddler Observation Scale (TPITOS)
 - b. Behavior Incident Report (BIR)
 - c. Ages and Stages Questionnaire-Social and Emotional Screening Tool (ASQ-SE)
5. Give teachers sufficient release time to engage in practice-based coaching (4 hours per month) and/or attend training or coaching sessions (maximum 8 hours per month).
6. Disseminate the AOE-provided survey to families by November 4, 2024 and May 4, 2025. Completed surveys will be returned to AOE staff no later than February 3, 2025 and November 3, 2025.

STATE OF VERMONT
CONTRACT FOR SERVICES
ATTACHMENT B - PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).

2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.

3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed as appropriate, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
 - a. All invoices must include the Contract # for this contract, shown in the upper left on page 1 of this contract.

4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than every two months.

5. Contractor shall submit written invoices, and may submit invoices via either U.S. mail or electronic mail, as follows:
 - a. All mailed invoices shall be sent to:
Vermont Agency of Education
Attn: Business Office
1 National Life Drive, Davis 5
Montpelier, VT 05620-2501

 - b. All electronically-mailed invoices shall be sent to: aoe.invoices@vermont.gov. Invoices e-mailed to any other address will not be accepted. The invoice shall be included as an attachment to the e-mail message. Invoices appearing in the body of the e-mail message will not be accepted. Additionally, the invoice will not be accepted unless the e-mail address used to submit the invoice is substantially similar to Contractor's name appearing on the invoice. Contractor will not receive payment on electronically-mailed invoices if there is any question concerning the identity of the sender.

6. Payment shall be made following receipt of the Contractor's invoice and upon determination by the State of Contractor's satisfactory performance. Contractor will not receive payment on any invoices that are submitted beyond thirty (30) days following expiration of this contract.

7. If the Contractor is an individual, all invoices must contain the Contractor's original signature. If the Contractor is not an individual, all invoices must be printed on the Contractor's official letterhead.

8. This is a fee-for-service contract not to exceed \$5,000.00. Invoices detailing work completed in the amount not to exceed \$714 may be submitted on or after the last day of the following months: December 2024, February 2025, April 2025, June 2025, August 2025, October 2025, and the final invoice detailing work completed in the amount of \$716 on or after the last day of December 2025 for the following activities: 1. To cover the cost of substitute teachers to allow teachers to participate in practice-based coaching and/or attend training or coaching sessions. 2. To compensate teachers' attendance at coaching or training sessions that occur outside their regular working hours. 3. To purchase the pyramid model implementation materials. Invoices must provide details, including dates, times, and costs.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS**

Revised October 1, 2024

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated October 1, 2024) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

STATE OF VERMONT
CONTRACT FOR SERVICES
ATTACHMENT D
OTHER CONTRACT PROVISIONS

1. Confidential Information: Any and all information, the release of which is prohibited by state or federal law or regulation or which is subject to the protection of the Family Education Rights and Privacy Act (FERPA) obtained by the Contractor in the performance of this contract constitutes confidential information. The Contractor shall not use or disclose any confidential information except as specifically permitted or required by this contract or as required by law.
2. Any and all products of the Contractor's work under this contract, to the extent that they are specific to this contract and to the State, including, but not limited to: outlines, reports, manuals, printed materials, charts, sketches, drawings, recordings, videos, art work, plans, photographs, specifications, estimates, digital documents, computer programs, websites, surveys, and any and all other intellectual property, become the sole property of the State of Vermont, and may not be copyrighted or resold by the Contractor without the prior written approval of the State. In the event that the Contractor should request from, and be given permission by, the State to use the intellectual property which is the subject of this contract for his, her or its own purposes, the Contractor shall not imply or represent any form of endorsement or collaboration on the part of the State.
3. Contractor Fiscal Responsibility: Contractor specifically acknowledges and agrees that:
 - a) Contractor will not under any circumstances commence work before the contract has been signed by both Contractor and an authorized representative of the Agency of Education, or, if Contractor has commenced work in error prior to signature by both parties, Contractor shall cease work immediately, until a contract is fully in place, and Contractor recognizes that there is no guarantee of payment for any work done before the contract has been signed by both parties.
 - b) Contractor is responsible for tracking Contractor's cumulative work and billings in relation to the dollar size and time duration of the contract;
 - c) If Contractor has done work (regardless of whether it has yet billed State for that work) that nears the total available funding allowed by the Contract, but in advance of the time for completion of the contract, it is Contractor's responsibility to alert the Agency, and to cease and do no more further work than represents the existing maximum payable amount under the Contract.
 - d) No representative of the Agency of Education has authority to commit to or amend contracts in unwritten form.
4. If the contractor is an individual person who is or becomes an employee of another organization or person: You, as an individual, have agreed to deliver services and/or products as an independent contractor for the VT Agency of Education ("AOE") as set forth in the scope of work of this Contract.

If you already are, or later become, an employee of any other organization or person ("Employer"), it is your responsibility to:

- (a) Inform any Employer(s) in writing that you are working under contract to AOE, and the general subject matter of this Contract;
- (b) Clearly, fully, and transparently segregate and document (and preserve documentation) that any time, work, deliverables, and related activities that you undertake under this Contract are all entirely separate than any that you undertake for Employer(s);
- (c) Avoid situations in which your objectivity or loyalty in any aspect of your work for either AOE or Employer(s) could be compromised- or open to question by an impartial observer- as a result of your several roles, and, should such situation(s) arise, to openly confer with both AOE and Employer(s) to resolve the situation.

5. Any and all electronic or information technology used to promote, communicate or otherwise disseminate information about the Contractor's work, to the extent that it is specific to this contract, including, but not limited to: websites, social media campaigns, online surveys, and digital documents, shall adhere to State of Vermont accessibility standards and other relevant web policies:

<https://digitalservices.vermont.gov/working-us/policies>. The State of Vermont has adopted Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)) and the W3C Web Accessibility Initiative standards.

6. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), prohibits recipients of federal financial assistance from discriminating on the basis of disability in their programs or activities.

7. Any and all products of the Contractor's work under this contract, to the extent that they are specific to this contract and to the State, including, but not limited to: outlines, reports, manuals, printed materials, charts, sketches, drawings, recordings, videos, art work, plans, photographs, specifications, estimates, digital documents, computer programs, websites, surveys, shall adhere to State of Vermont brand standards: <http://cmo.vermont.gov/>. The inclusion of a logo or emblem on any product must be approved by the State prior to final production.

ATTACHMENT E

STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)(Revision date: *May 24, 2024*)**PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General
 - a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.

- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLIANCE SERVICES OR EQUIPMENT- this clause must be included in all subcontracts.

In connection with this contract, Contractors and Subcontractors are prohibited from:

- (a) Utilizing, procuring or obtaining equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See [Public Law 115-232](#), section 889 for additional information.
- (d) See also [§ 200.471](#).

SUSPENSION AND DEBARMENT - This clause must be included in all subcontracts

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of the recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

BYRD ANTI-LOBBYING CERTIFICATION - Applicable to contracts over \$100,000.00- this clause must be included in all subcontracts over \$100,000.00.

Contractor has provided the certification required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended, and will follow the requirements for certification of each lower tier (subcontract) to disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the federal awarding agency.

DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS FIRMS.

- (a) Contractor entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\) through \(5\)](#) of this section.