



Department of Buildings and General Services
Office of Purchasing & Contracting
133 State Street, 5th Floor | Montpelier VT 05633-8000
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<http://bgs.vermont.gov/purchasing>

Agency of Administration

SEALED BID REQUEST FOR PROPOSAL

Telephone Service at DPS Dispatch Centers

ISSUE DATE	December 5, 2024
QUESTIONS DUE	December 30, 2024 – 4:30 PM (ET)
RFP RESPONSES DUE BY	January 24, 2025 – 4:30 PM (ET)

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND ADDENDUMS ASSOCIATED WITH THIS SOLICITATION WILL BE POSTED AT:

<http://www.bgs.state.vt.us/pca/bids/bids.php>

THE STATE WILL MAKE NO ATTEMPT TO CONTACT INTERESTED PARTIES WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK THE ABOVE WEBPAGE FOR ANY AND ALL NOTIFICATIONS, RELEASES AND ADDENDUMS ASSOCIATED WITH THIS SOLICITATION.

STATE CONTACT: Kyle Emerson, State Purchasing Agent
E-MAIL: kyle.emerson@vermont.gov
USE SUBJECT: **TELEPHONE DPS DISPATCH**

1. OVERVIEW:

- 1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the Office of Purchasing & Contracting (hereinafter the "State") is seeking to establish contracts with one or more companies that can provide telephone service at the two DPS dispatch locations.
- 1.2. **CONTRACT PERIOD:** Any contract(s) arising from this solicitation will be for a period of five years. The State anticipates the start date for such contract(s) will be as soon as practicable.
- 1.3. **SINGLE POINT OF CONTACT:** All communications concerning this solicitation are to be addressed in writing to the State Contact listed on the front page of this solicitation. Actual or attempted contact with any other individual from the State concerning this solicitation is strictly prohibited and may result in disqualification.
- 1.4. **BIDDERS' CONFERENCE:** A bidders' conference will not be held.
- 1.5. **QUESTION AND ANSWER PERIOD:** Any bidder requiring clarification of any section of this solicitation or wishing to comment on any requirement of the solicitation must submit specific questions in writing no later than the deadline for question indicated on the first page of this solicitation. Questions may be e-mailed to the point of contact on the front page of this solicitation. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site <http://bgs.vermont.gov/purchasing/bids>. Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions. All information provided by vendors during this process will be public and bidders shall not provide confidential information, except as described in 5.1 below.
- 1.6. **CHANGES TO THIS SOLICITATION:** Any modifications to this solicitation will be made in writing by the State through the issuance of an Addendum to this solicitation and posted online at <http://www.bgs.state.vt.us/pca/bids/bids.php>. Modifications from any other source are not to be considered.
- 1.7. **SOURCE OF FUNDS:** This procurement will be funded by State of Vermont general funds.

2. DETAILED REQUIREMENTS:

2.1. BACKGROUND

- 2.1.1. Radio Technology Services (RTS) is an operational unit of the Vermont Department of Public Safety (DPS) and provides voice and data communication services to governmental entities in the State of Vermont. Those services include: radio frequency engineering, system engineering, communication site management, Public Safety Answering Point design, regulatory compliance, operational and technical support, as well as, related hardware and software maintenance services.
- 2.1.2. DPS operates dispatch centers in Williston and Westminster Vermont. These two centers serve as Public Safety Answering Points (PSAPs) where DPS staff answer E-911 calls on the E-911 system. The Vermont E-911 Board provides that system, and it is NOT the subject of this service request. In addition to this E-911 call taking work, the telecommunicators answer non-emergency calls placed to the Vermont State Police published barracks telephone numbers. The PSAP telecommunicators also require the use of a telephone service separate and apart from the E-911 system to dispatch emergency service providers to respond to incidents. The telephone services for these two purposes are the subject of this request.
- 2.1.3. This telephone service at the two PSAPs is presently provided using legacy telephone technology, with PRI circuits from a telephone service provider to an on-premises PBX, extended to analog telephones for each telecommunicator. These telecommunicators also employ a dispatch console to reach first responders over Land Mobile Radio (LMR) service. The telecommunicator uses a single headset to communicate using both the LMR dispatch console and the analog telephone. This single-headset analog interconnectivity is complex and problem-prone. The PBXs and analog telephones are aging and are no longer serviceable. DPS therefore seeks to replace this telephone technology while maintaining single-headset operation.

- 2.1.4. DPS sought to identify a method to integrate the dispatch consoles and modern VoIP telephones but despite extensive testing was unable to identify a solution that meets DPS functional requirements. DPS determined that its existing dispatch consoles have an embedded VoIP client. DPS conducted on-site testing of the client connected to a Cisco VoIP call manager and determined that the operation demonstrated met the DPS functional requirements. DPS concluded that it should transition to the use of the VoIP application on the dispatch consoles to achieve single headset operation of LMR and telephone service.
- 2.1.5. DPS considered deploying on-premises PBX systems to meet the functional requirements. However given the relatively small quantity of telephone lines and the mission critical nature of the services, DPS believes that it would be most appropriate to subscribe to services instead. By subscribing to telephone service that includes the required PBX functionality, DPS can avoid the complexity and expense of an on-premises PBX.
- 2.1.6. The telephone service for the dispatch telecommunicators, as well as the associated telephone numbers, will be transferred to this new service. The remaining DPS administrative lines will remain operational on the existing on-premises PBX at least for the time being.

2.2. SCOPE OF WORK

- 2.2.1. The Department of Public Safety seeks to acquire telephone service with the functional requirements listed below.
- 2.2.2. The proposal should include the monthly recurring cost for the service. This must include the cost for the VoIP service, including virtual PBX services. It must also include the cost for the physical fiber-based interconnection lines at each PSAP. The proposal must offer one year of service, but may include a discount for longer contract terms.
- 2.2.3. This project will require integration support by the vendor to ensure interoperability of the vendor system with the required Avtec VoIP software application. If the vendor seeks financial assistance from DPS, the proposal should specify this.
- 2.2.4. A network diagram is attached to this RFP as *Exhibit A-1 Network Diagram*
- 2.2.5. Core Requirements. These functional requirements are described in more detail below:

- VoIP service with support for 30 VoIP clients
- Physical on-site demarcation at two site locations
- Redundancy and failover
- Porting of existing telephone numbers
- Interconnection with the Avtec VoIP client
- Interconnection with the Eventide voice recorder
- Telephony functional requirements
- Reporting and analytics functional requirements
- Auto-attendant requirements
- Web interface with User Roles to manage services
- Service level agreement
- Network security functional requirements
- Interconnection with the Vermont E-911 Board network

2.2.6. SITE LOCATIONS

- 2.2.6.1. DPS maintains two Public Safety Answering Points (PSAPs), in Williston and Westminster. DPS requires support for 30 VoIP clients, 15 at each location:

2.2.6.1.1. Williston Barracks – 3294 St. George Rd., Williston, VT 05495

2.2.6.1.2. Westminster Barracks – 1330 Westminster Heights Rd., Putney, VT 05346

2.2.7. REDUNDANCY

2.2.7.1. DPS maintains private diverse routed network connectivity between the two PSAP sites. This connectivity will be made available to the vendor for redundancy in case its primary connection to either site is disrupted.

2.2.7.2. The vendor must offer a “failover” capability. In the event that the system becomes unavailable, defined as when the telecommunicator cannot receive telephone calls over the network, the vendor must redirect calls to alternative numbers. This includes events where the vendor switch malfunctions. DPS maintains additional telephone lines at each of the two locations on a separate system. DPS will provide the phone numbers for this system during implementation.

2.2.8. TELEPHONE NUMBERS TO PORT

2.2.8.1. These following are presently in use with an on-premises PBX and will need to be transferred to this new service. Un-redacted phone numbers will provided to the selected bidder after the contract has been awarded.

VSP Barracks Desk	VSP PSAP location	Published Number	DID Number
Westminster	Westminster	###-###-####	###-###-####
Royalton	Westminster	###-###-####	###-###-####
Rutland	Westminster	###-###-####	###-###-####
New Haven	Westminster	###-###-####	###-###-####
Shaftsbury	Westminster	###-###-####	###-###-####
St. Albans	Williston	###-###-####	###-###-####
Berlin	Williston	###-###-####	###-###-####
Williston	Williston	###-###-####	###-###-####
Derby	Williston	###-###-####	###-###-####
St. Johnsbury	Williston	###-###-####	###-###-####
Bradford	Williston	###-###-####	###-###-####

2.2.9. AVTEC VOIP CLIENT

2.2.9.1. The service must interconnect with the existing dispatch consoles. These consoles are Windows PCs that run the Avtec Scout software application, which facilitates voice over IP connections to remote mountain top LMR radio transceivers. These consoles are supported by the Avtec VP Gate VoIP gateway device which will present the SIP endpoint device for this telephone service. Avtec supports either SIP third party extension or SIP trunking service. More information is available from Avtec:

https://connect.avtecinc.com/bundle/SIP_Capability_Guide/page/Content/Capabilities/SIP_Driver/SIP_Driver-Overview_NEW.htm

2.2.10. EVENTIDE VOICE RECORDER

2.2.10.1. All voice traffic must be recorded by the Eventide voice recorder device. This device is presently connected to the Avtec VP Gate and records all LMR radio voice traffic from the Avtec dispatch consoles. It is anticipated that this existing connection will be configured to also record all telephone voice traffic on the dispatch consoles. More details on the site:

<https://www.eventidecommunications.com/>

2.2.11. TELEPHONY FUNCTIONAL REQUIREMENTS

2.2.11.1. Telephony functions (i.e. dial tone) will be provided by the Avtec VP Gate. However, the telephone service must support (not inhibit) all of these capabilities:

- Caller ID: the calling party’s number must be presented on the display.

- Shared Line Appearance: Users can have the same phone line or extension appearing on multiple devices simultaneously, allowing multiple users to monitor and answer calls on the same line. The service must support up to 50 simultaneous calls at each PSAP site.
- Customizable Quick Access Contacts: Ability to assign specific contacts or groups to quick dial or speed dial buttons for rapid communication with key personnel.
- Call Appearance: Users can see indicators (such as blinking lights or icons) on their phones to show when another user is on a call on the shared line.
- Call Pickup: Ability for any user with appropriate permissions to pick up an incoming call on a shared line from their own device, ensuring that calls are promptly answered even if the intended recipient is unavailable.
- Multi-party Conferencing: Ability to connect multiple participants (both internal and external) into a single conference call, enabling real-time collaboration and decision-making.
- Line Monitoring: Users can monitor the status of shared lines to see if they are idle, ringing, or in use by another user, providing visibility into call activity and availability.
- Barge-in Capability: Authorized users can join an ongoing call on a shared line, allowing for collaboration or assistance with customer inquiries or dispatch coordination.
- Call Transfer: Seamless transfer of calls between users sharing the same line, ensuring that calls are efficiently routed to the most appropriate party.
- Logging and Reporting: Logging and reporting features to track call activity and usage on shared lines, providing insights for performance monitoring and optimization.
- Call Priority Settings: Ability to assign priority levels to incoming calls, ensuring critical communications are not missed or interrupted.
- Emergency Alerts: Dedicated emergency button or feature to quickly send distress signals with location information to dispatchers.
- Group Call Management: Efficient management of group calls, including the ability to create, join, and manage multiple concurrent conversations.
- Voice Mail: No voice mail service is required.
- Caller ID: Ability to set the outbound Caller-ID to a fixed generic number for all outbound calls, regardless of which extension dials.
- Roles: Web interface with User Roles to manage services.

2.2.12. REPORTING FUNCTIONAL REQUIREMENTS

2.2.12.1. The vendor system must record and make available call detail records for all calls, including the following:

- Caller's phone number (ie Caller ID)
- Number dialed
- Call start, end, and duration time and date
- The system must record and make available Key Performance Indicators (KPI)s, including:
- Call arrival rate (frequency of inbound calls)
- Percentage of calls blocked (how many inbound callers get a busy tone)
- Average call abandonment (number of callers who hang up before reaching an agent; IVR Metrics)
- First Response Time FRT (average amount of time that a customer waits before speaking with an agent) Also called Ring to Pickup time.
- Average number of calls
- Average Call handling time (time from pickup to disconnect)
- Wrap up time tracking by code (entered by DTMF code by telecommunicator)
- Percent of calls reviewed by supervisor
- Average score of calls reviewed by supervisor

- Pickup to transfer time
- Transfer to disconnect time
- Number of concurrent calls
- How often and when do calls go into queue
- Real Time Dashboard and Customizable reports
- Number of calls transferred to another agent or department
- Number of calls handled by each agent
- Call taker availability tracking (by DTMF code)
- Tracking of “short calls” (false or abandoned calls)
- System Uptime
- Error Rates
- Service Provider

2.2.13. AUTO ATTENDANT FUNCTIONAL REQUIREMENTS

2.2.13.1. The system must include an Auto Attendant system, also known as a Phone Tree or Interactive Voice Response (IVR) system. The system must allow DPS to make changes to this system independently with no additional fee. The initial configuration script is provided for context.

2.2.13.2. All Published Numbers are each routed to individual auto-attendants. The auto-attendant forwards calls to the associated DID Numbers which ring directly to the VoIP client and are not published.

2.2.13.3. Auto Attendant Primary Script:

Thank you for calling the Vermont State Police. If this is an emergency, please hang up and call 911. For Road conditions or closures go to 511vt.com. For DMV questions, or to request a copy of a vehicle crash report go to dmv.vermont.gov For all other calls please choose from the following options:

For a copy of a police report, press 1 (transfer to PSTN number)

For criminal history checks VCIC, press 2 (transfer to PSTN number)

To report an ongoing incident press 3 (DID Number at the corresponding dispatch seat will be dialed, based the Published Number originally dialed by the caller.)

- St. Johnsbury / Bradford
- Berlin
- Williston
- Derby
- Saint Albans VSP
- Westminster
- Royalton
- Rutland
- New Haven
- Shaftsbury

To speak to a trooper, game warden or any other administrative call, press 4. (Administrative Number at the corresponding barracks will be dialed based on the number dialed by the Published Number originally dialed by the caller.)

- St. Johnsbury / Bradford

- Berlin
- Williston
- Derby
- Saint Albans VSP
- Westminster
- Royalton
- Rutland
- New Haven
- Shaftsbury

For concerns about rabies, press 5 (transfer to PSTN number)

For Fish & Wildlife information or licensing, press 6 (transfer to PSTN number)

For boating, snowmobile information, or safety certification, press 7 (transfer to PSTN number)

2.2.13.4. Auto-attendant After Hours Requirement:

Below are the open hours. If the caller calls outside of these hours, a second announcement will play. The announcement will also be played during state holidays. Holiday dates will need to be updated annually in the system.

“If this is an emergency or requires immediate assistance, hang up and call 911.”

MON		TUE		WED		THU		FRI	
Start	End	Start	End	Start	End	Start	End	Start	End
07:00	14:59	07:00	14:59	07:00	14:59	07:00	14:59	07:00	14:59

2.2.14. SERVICE LEVEL AGREEMENT

2.2.14.1. DPS telephone service supports dispatch for multiple agencies from the two PSAPs and considers this a mission-critical service. The telephone service at these sites should be designed for “five-nines” service availability (99.999%), i.e. with no more than 26 seconds of loss of availability per month. Availability means the ability of a.) a telecommunicator to place an outside call, or b.) an outside caller to reach a telecommunicator. The contract will include financial penalties for incidents triggered by such loss of availability. The contract will include escalating penalties based on the time to restore service following the loss of availability.

2.2.15. INTERCONNECTION WITH THE E-911 BOARD NETWORK

2.2.15.1. The Vermont E-911 Board maintains an independent network used to answer calls placed to 911 in Vermont. Presently calls are transferred by E-911 call takers from this network to the DPS network through the PSTN. DPS and E-911 are interested in arranging a connection to allow calls to be transferred without transiting the PSTN if this can improve reliability. One method would be to arrange a SIP connection on-site at each PSAP. The other method would be to arrange for an interconnection between the E911 vendor data center to the vendor data center. DPS intends to resolve this requirement after a vendor is selected.

2.2.15.2. DPS desires for the service to be fully deployed as soon as possible. The bidder should specify the timeframe for the following milestones after contract execution:

Item	Duration
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Deployment of physical connections	X weeks
Integration with VoIP dispatch console	X weeks
Integration with voice recorder	X weeks
Port telephone numbers to new system	X weeks

2.3. SOFTWARE AND/OR HARDWARE

2.3.1. Information Security Requirements: In cases where the State is not permitted to manage/modify the automation equipment (server/computer/other) that controls testing or monitoring devices, the Contractor agrees to update and provide patches for the automation equipment and any installed operating systems or applications on a quarterly basis (at minimum). The Contractor will submit a report to the State of updates installed within 30 days of the installation as well as a Plan of Actions and Milestones (POA&M) to remediate any vulnerabilities ranging from Critical to Low. The contractor will provide an upgrade path or compensatory security controls for any operating systems and applications listed as beyond “end-of-life” or EOL, within 90 days of the EOL and complete the EOL system’s upgrade within 90 days of the approved plan.

2.3.2. State of Vermont Cybersecurity Standard Update: Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

3. GENERAL REQUIREMENTS:

3.1. PRICING: Bidders must price the terms of this solicitation at their best pricing. Any and all costs that Bidder wishes the State to consider must be submitted for consideration. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted.

3.1.1. Prices and/or rates shall remain firm for the initial term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.

3.1.2. Cooperative Agreements. Bidders that have been awarded similar contracts through a competitive bidding process with another state and/or cooperative are welcome to submit the pricing in response to this solicitation.

3.2. STATEMENT OF RIGHTS: The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this solicitation. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Failure of bidder to respond to a request for additional information or clarification could result in rejection of that bidder's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

3.2.1. Best and Final Offer (BAFO). At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.

3.2.2. Presentation. An in-person or webinar presentation by the Bidder may be required by the State if it will help the State’s evaluation process. The State will factor information presented during

presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.

3.3. EXECUTIVE ORDER 05-16: CLIMATE CHANGE CONSIDERATIONS IN STATE PROCUREMENTS:

For bid amounts exceeding \$25,000.00 Bidders are requested to complete the Climate Change Considerations in State Procurements Certification, which is included in the Certificate of Compliance for this solicitation.

After consideration of all relevant factors, a bidder that demonstrates business practices that promote clean energy and address climate change as identified in the Certification, shall be given favorable consideration in the competitive bidding process. Such favorable consideration shall be consistent with and not supersede any preference given to resident bidders of the State and/or products raised or manufactured in the State, as explained in the Method of Award section. But, such favorable consideration shall not be employed if prohibited by law or other relevant authority or agreement.

3.4. METHOD OF AWARD: Awards will be made under the provisions of 29 V.S.A. § 903. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given to the following as identified in the applicable Certificate of Compliance.

3.4.1.resident bidders of the state and/or to products raised or manufactured in the state;

3.4.2.purchase of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when the award involves the use of applicable federal funds under 2 C.F.R. § 200.322)

3.4.3.bidders who have practices that promote clean energy and address climate change.

3.5. CONTRACT NEGOTIATION: Upon completion of the evaluation process, the State may select one or more bidders with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State. In the event State is not successful in negotiating a contract with a selected bidder, the State reserves the option of negotiating with another bidder, or to end the proposal process entirely.

3.6. COST OF PREPARATION: Bidder shall be solely responsible for all expenses incurred in the preparation of a response to this solicitation and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.

3.7. CONTRACT TERMS: The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachment C as attached to this solicitation for reference. If IT Attachment D is included in this solicitation, terms may be modified based upon the solution proposed by the Bidder, subject to approval by the Agency of Digital Services.

3.7.1.**Business Registration.** To be awarded a contract by the State of Vermont a bidder (except an individual doing business in his/her own name) must be registered with the Vermont Secretary of State's office <https://sos.vermont.gov/corporations/registration/> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/> .

3.7.2.The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.

3.7.3.**Payment Terms.** Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

3.7.4.**Quality.** If applicable, all products provided under a contract with the State will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.

- 3.8. **SUBSTITUTION:** Bidders may offer, in their bids, substitutes to items identified by a manufacturer's number or brand. When offering a substitution, bidder must describe any differences and provide technical information that will assist in the State's evaluation.
- 3.9. **ENVIRONMENTAL INFORMATION:** Bidders are requested to complete the Environmental Information Form which is included in the Certificate of Compliance for this solicitation identifying the following for each product being quoted:
- a. Percent (%) of recycled content and post-consumer content; and
 - b. Mercury content certification.

3.10. **SAMPLES:**

- 3.10.1. **Bidder Supplied Samples:** The Commissioner reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Bid or Contract reference.

A sample may be held by the Commissioner during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct the Commissioner as to the return of the sample (i.e., mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

- 3.10.2. **Enhanced Samples:** When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Commissioner may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.
- 3.10.3. **Conformance with Sample(s):** Submission of a sample (whether or not such sample is tested by, or for, the Commissioner) and approval thereof shall not relieve the Contractor from full compliance with the requirements specified in this solicitation. If in the judgment of the Commissioner the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Specifications, the Commissioner may reject the Bid. If an award has been made, the Commissioner may cancel the Contract at the expense of the Contractor.
- 3.10.4. **Testing:** All samples are subject to tests in the manner and place designated by the Commissioner, either prior to or after Contract award. Unless otherwise stated elsewhere in this solicitation, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fails to meet Contract requirements may be at the expense of the Contractor.

- 3.11. **WARRANTY:** The manufacturer shall include with its proposal a written warranty for each product that it intends to furnish. Warrantees must be based on commercial use, and shall extend for a minimum term of one (1) year from the date a Product is available for use by the purchaser; however, longer term warranties are desirable and will be given favorable consideration, all else being equal.

4. **ENVIRONMENTAL REQUIREMENTS:**

Environmentally Preferable Purchasing (EPP) means the purchase of products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance, or disposal of the product or service).

The State of Vermont has established specific goals and objectives aimed at providing sound environmental stewardship, protecting human health, reducing state operating expenses associated with the use and control of regulated hazardous materials, and reducing potential liability attributable to environmental impact.

Therefore, where applicable, the following environmental criteria shall be considered for all State purchasing and contracts.

- 4.1. **Paper:** The State desires to reduce the use of chlorine in the products it purchases to protect the environment from pollution. Processed Chlorine Free (PCF) paper means paper in which the recycled content is processed unbleached or is bleached without the use of chlorine or chlorine derivatives AND any virgin material contained therein is totally chlorine free (TCF).
 - 4.1.1. **Copier Paper:** The State requires PCF copier paper which contains a minimum of 50% post-consumer recycled material (any virgin material must be TCF).
 - 4.1.2. **Printing and Writing Paper:** The State requires at least 30% post-consumer recycled content for non-coated paper and at least 10% post-consumer recycled content for coated paper. Preference will be given to chlorine free options when suitable choices are available.
 - 4.2. **Recycled Content:** The Commissioner of Buildings and General Services may, at his/her discretion, spend up to 10% more for comparable products that are made of recycled materials. If products made of recycled materials are to cost more than 10% more than comparable products, the Commissioner shall receive consent of State entities that are to use the product before completing the order in question.
 - 4.3. **Sustainable Products:** Bidders are encouraged to provide alternative price quotations on wood or paper products that are derived from sustainably managed forestlands. Sustainably managed forest lands shall be defined as those lands enrolled and/or licensed under one of the following third-party certification programs: Sustainable Forestry Initiative Program, the American Tree Farm System, the Canadian Standards Association's Sustainable Forest Management System Standards, the Finnish Standard, Forest Stewardship Council, Pan-European Forest Certification, Swedish Standard, the United Kingdom Woodland Assurance Scheme or other such credible programs as may be developed and implemented. Bidders must provide satisfactory documentation of certification with their bid.
 - 4.4. **Life-Cycle Cost Evaluation:** Life cycle cost analysis shall extend beyond the cost of purchasing, to include installation, operation, maintenance, durability, and disposal of a particular product.
 - 4.5. **Energy Efficiency (Energy Star):** Bidders shall provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency when applicable. The bidder is encouraged to visit energystar.gov for complete product specifications and updated lists of qualifying products.
 - 4.6. **Alternative Fuels:** Evaluations for vehicles and other fuel-consuming equipment shall consider not only fuel efficiency, but also the source and type of fuel, to reduce emissions of greenhouse gases and pollutants.
 - 4.7. **Vehicles:** The State will purchase vehicles that have the highest available fuel efficiency in each respective vehicle class (e.g., passenger cars, light duty trucks, etc.) pursuant to performance specifications recommended by the state Technical Advisory Group established under Executive Order 12-17 section I (D). These performance standards should include consideration of vehicles that not only meet high fuel economy standards but that also provide lower total emissions of greenhouse gases, criteria pollutants, and hazardous air contaminants.
5. **CONTENT AND FORMAT OF RESPONSES:** The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this solicitation.
- 5.1. **Unsolicited Bidder-Confidential Information Prohibited.** Bidders are hereby expressly directed not to include any confidential information in their proposal submissions, except as specifically permitted below, and so marked. By submitting a proposal in response to this RFP, vendors acknowledge and agree to abide by the terms and conditions outlined in this document, including the prohibition on submitting confidential information. This prohibition reduces the burden on the State while preventing vendor-confidential information from entering the public record.
 - 5.1.1. **Disclosure under Public Records Act.** All information received by the State in response to this RFP will become part of the contract file and subject to Vermont public records law. Responses by any bidder may become available to the public once a contract has been executed or otherwise

following conclusion of this procurement process, in accordance with the State's Public Records Act, 1 V.S.A. § 315 et seq., or the State may choose to publicly post them.

- 5.1.2. **Unsolicited Confidential Materials.** This RFP does not solicit bidder confidential information and bidders are expressly prohibited from providing confidential information in response to this RFP. All materials furnished by bidders in response to this RFP, including those marked as confidential by bidders, are subject to disclosure if requested under the Public Records Act, or public posting.
- 5.1.3. **State Not Responsible for Disclosure of Unmarked Bidder-Confidential Information.** It is the sole responsibility of the bidder to ensure that, other than where specifically directed or permitted by this RFP and accordingly marked as described below, no information that should not be publicly disclosed is included in their proposal materials, including any 1) trade secrets or intellectual property, 2) proprietary financial or business information, 3) personal information, or 4) any other information that should not be disclosed to the public. For example, bidders should avoid including specific details of their proprietary technologies or methodologies that they consider confidential, and any references to previous client engagements should be presented in a manner that does not disclose the client's confidential information.

5.2. The bid should include a Cover Letter and Technical Response and Price Schedule.

5.3. COVER LETTER:

- 5.3.1. **Exceptions to Contract Terms and Conditions.** If a Bidder wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the cover letter to the RFP response. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal, and that the State's non-rejection of a proposal on this basis does not indicate acceptance of the exceptions.

5.4. **TECHNICAL RESPONSE.** In response to this solicitation, a Bidder shall:

5.4.1. Provide details concerning your form of business organization, company size and resources.

5.4.2. Describe your capabilities and particular experience relevant to the solicitation requirements.

5.4.2.1. Identify all current or past State projects.

5.4.3. Identify the names of all subcontractors you intend to use, the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s), as per section 5.4.2 above.

5.5. **REFERENCES.** Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.

5.6. **REPORTING REQUIREMENTS:** Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this solicitation.

5.7. **PRICE SCHEDULE:** Bidders shall submit their pricing information in the Price Schedule attached to this solicitation.

5.8. **CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

6. SUBMISSION INSTRUCTIONS:

6.1. **CLOSING DATE:** Bids must be received by the State by the due date specified on the front page of this solicitation. Late bids will not be considered.

6.1.1. The State may, for cause, issue an addendum to change the date and/or time when bids are due. If a change is made, the State will inform all bidders by posting at the webpage indicated on the front page of this solicitation.

6.1.2. There will not be a public bid opening. However, the State will record the name, city and state for any and all bids received by the due date.

6.2. STATE SECURITY PROCEDURES: Please be advised extra time will be needed when visiting and/or delivering information to State of Vermont offices. All individuals visiting State offices must present a valid government issued photo ID when entering the facility.

6.2.1. State office buildings may be locked or otherwise closed to the public. If this solicitation permits hand delivery of bids, delivery instructions will be posted at the entrance to the State facility. **Any delay caused by State Security Procedures will be at the bidder's own risk.**

6.3. BID DELIVERY INSTRUCTIONS:

6.3.1. ELECTRONIC: Electronic bids will be accepted.

6.3.1.1. E-MAIL BIDS. E-MAIL BIDS. Emailed bids will be accepted. Bids will be accepted via email submission to SOV.ThePathForward@vermont.gov. Bids must consist of a single email with a single, digitally searchable PDF attachment containing all components of the bid. Multiple emails and/or multiple attachments will not be accepted. There is an attachment size limit of 40 MB (40,960KB). It is the Bidder's responsibility to compress the PDF file containing its bid if necessary in order to meet this size limitation. It is also the Bidder's responsibility to ensure that their own email system can send and receive messages up to this size. **USE SUBJECT: TELEPHONE DPS DISPATCH**

6.3.1.2. FAX BIDS: Faxed bids will not be accepted.

6.4. U.S. MAIL OR EXPRESS DELIVERY OR HAND DELIVERY:

6.4.1. All paper format bids must be addressed to the State of Vermont, Office of Purchasing & Contracting, **133 State Street, 5th Floor, Montpelier, VT 05633-8000**. BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.

6.4.2. NUMBER OF COPIES:

6.4.3. For bids submitted via mail, express, or in-hand, submit a single copy.

6.4.4. Paper Format Delivery Methods:

6.4.4.1. U.S. MAIL: Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received and time stamped by the Office of Purchasing & Contracting prior to the time of the bid opening.

6.4.4.2. EXPRESS DELIVERY: If bids are being sent via an express delivery service, be certain that the solicitation designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the State until the express delivery package has been received and time stamped by the Office of Purchasing & Contracting.

6.4.4.3. HAND DELIVERY: Hand carried bids shall be delivered to a representative of the Office of Purchasing & Contracting prior to the bid opening. A Security Officer is at 133 until 4:30 PM which is the normal hours. A bid submitted by Hand Delivery will not be accepted after 4:30 PM.

7. BID SUBMISSION CHECKLIST:

- ✓ Required Number of Copies (if applicable)
- ✓ Cover Letter
- ✓ Technical Response
- ✓ Redacted Technical Response, if applicable
- ✓ References
- ✓ Price Schedule
- ✓ Signed Certificate of Compliance

8. **ATTACHMENTS:**

8.1. Certificate of Compliance

8.2. Price Schedule

8.3. Sample Standard Contract Form for Commodities including but not limited to, Attachment C: Standard State Provisions for Contracts and Grants (October 1, 2024)

8.4. Attachment D – IT Provisions

8.5. “State of Vermont – Federal Terms Supplement (non-construction)”

8.6. Exhibit A-1 Network Diagram

CERTIFICATE OF COMPLIANCE

For a bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.

- A. **NON COLLUSION:** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.
- B. **CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this solicitation, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.
- C. **FORM OF PAYMENT:** Does Bidder accept the Visa Purchasing Card as a form of payment?
 Yes No
- D. **CERTIFICATION FOR APPAREL, FOOTWEAR, AND TEXTILES (SWEATSHOP PROHIBITION):** To the extent this solicitation concerns the sale of apparel, footwear, or textiles, Bidder must submit the following information: (1) certification from each supplier in accordance with the requirements of 29 V.S.A. § 922(a), and (2) a list of the names and addresses of each supplier, as required by 29 V.S.A. § 922(b). Bidder certifies that if it is awarded a contract, it shall be obligated by 29 V.S.A. § 922(c) to promptly inform the Commissioner of Buildings and General Services of any change in the information furnished pursuant to this section.
- E. **ADDITIONAL PURCHASERS:** Provisions for the purchase of supplies, materials, and equipment for political subdivisions of the state (including, but not limited to, cities, towns, and school districts), and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education.

- 1. Bidder agrees to furnish the products identified in this response to the political subdivisions of the state (including, but not limited to, cities, towns, and school districts) at the same prices, terms and conditions as are quoted in this response?

Yes _____ No _____

If no, kindly outline below the prices, terms, and conditions under which Bidder will agree to supply these needs to the political subdivisions of the state (including, but not limited to, cities, towns, and school districts).

- 2. Bidder agrees to furnish the products identified in this response to any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education at the same prices, terms and conditions as are quoted in this response?

Yes _____ No _____

If no, kindly outline below the prices, terms, and conditions under which you will agree to supply these needs to any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education.

If Bidder agrees to extend the State’s contract terms and prices to political subdivisions of the state (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education, all such items furnished will be billed directly to and paid for by the political subdivisions of the state (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education. Financial obligations of the State are limited to the orders placed by the departments and agencies of the State having legally available funds. The State

incurs no financial obligations on behalf of political subdivisions of the state (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education that purchase under a state contract resulting from this solicitation.

Notwithstanding the foregoing, Bidders will be required to periodically furnish reporting to the State on quantities sold by contractor to, and amounts paid to contractor by, any such political subdivisions of the state (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education.

F. Resident Bidder of the state and/or products raised or manufactured in the state (check all that apply):

- Bidder is a Resident Bidder of the State of Vermont
- Products offered by Bidder are raised or manufactured in the State of Vermont

G. Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification

Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):

1. Bidder owns, leases or utilizes, for business purposes, space that has received:
- Energy Star® Certification
 - LEED®, Green Globes®, or Living Buildings ChallengeSM Certification
 - Other internationally recognized building certification:

2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder's place of business. Please explain:

3. Please Check all that apply:

- Bidder can claim on-site renewable power or anaerobic-digester power ("cow-power"). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
- Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
- Bidder's heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
- Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this? _____
- Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..
- Bidder offers employees an option for a fossil fuel divestment retirement account.
- Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:

4. Please list any additional practices that promote clean energy and take action to address climate change:

H. Domestic preferences (2 C.F.R. § 200.322)

Bidders must complete the following information in reference to each item being quoted. Additional pages may be used if necessary.

Item #	Brand/Manufacturer	Identify where produced or assembled	% produced or assembled

- (check if applicable) **Bidder can claim goods, products, or materials offered as part of this solicitation are produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).** (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims.)

I. ENVIRONMENTAL INFORMATION FORM

- a. RECYCLED MATERIALS OR PRODUCTS:** Bidders are to complete the following information in reference to each item being quoted. Additional pages may be used if necessary.

Item #	Brand/Manufacturer	% Of Recycled Content	% Post Consumer Content

- b. **MERCURY CONTENT CERTIFICATION:** Bidder certifies that none of the items quoted in this solicitation contain mercury except as identified below. Bidders shall also specify the amount of mercury contained in any of the products listed below. Additional pages may be used if necessary.

Item	Part #	Mercury Content

J. **Acknowledge receipt of the following Addenda:**

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

- K. **Certification Regarding Use of Contract Funds for Lobbying.** The following provision is applicable to the Contractor for contracts over \$100,000.00, and Contractor shall include this clause in all its subcontracts over \$100,000.00.

1. The prospective contractor certifies, to the best of his or her knowledge and belief, under the penalties of perjury under the laws of the State of Vermont and the United States that on behalf of the person, firm, association, or corporation he or she represents, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective contractor also agrees that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Bidder Name: _____ Contact Name: _____

Address: _____ Fax Number: _____

Telephone: _____

E-Mail: _____

By: _____ Name: _____

Signature of Bidder (or Representative)

(Type or Print)

END OF CERTIFICATE OF COMPLIANCE

PRICE SCHEDULE

RFP – Telephone Service at DPS Dispatch Centers

1. Fixed Price Deliverables

Deliverable Description	Fixed Price (per month)
Telephone subscriber service, 30 extensions	\$
Local loop network access, Williston	\$
Local loop network access, Westminster	\$
Core telephony features, including IVR, if applicable	\$
Total Project Cost (per month)	\$

DPS desires for the service to be fully deployed as soon as possible. The bidder should specify the timeframe for the following milestones after contract execution:

Item	Duration (weeks)
Deployment of physical connections	
Integration with VoIP dispatch console	
Integration with voice recorder	
Port telephone numbers to new system	

If the bidder seeks reimbursement for installation technical support, the bidder shall provide an estimate for the quantity of hours required for this support and list the hourly rate for labor in the table below.

	Total Estimated Hours	Hourly Rate
Installation Technical Support Reimbursement Estimate		\$

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

SAMPLE CONTRACT FORM FOR COMMODITIES

STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, [REDACTED] (hereinafter called “State”), and [REDACTED], with a principal place of business in [REDACTED], (hereinafter called “Contractor”). Contractor’s form of business organization is [REDACTED]. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is commodities generally on the subject of [REDACTED]. Detailed requirements to be provided by Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$ [REDACTED].00.
4. **Contract Term.** The period of contractor’s performance shall begin on [REDACTED], 20 [REDACTED] and end on [REDACTED], 20 [REDACTED] with an option to renew for [REDACTED] terms upon mutual agreement of both parties.
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.
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 Contractor.
7. **Termination/Cancellation/Rejection.** The State specifically reserves the right upon written notice to immediately terminate the contract or any portion thereof at no additional cost to the State, providing, in the opinion of its Commissioner of Buildings and General Services, the products supplied by Contractor are not satisfactory or are not consistent with the terms of this Contract. The State also specifically reserves the right upon written notice, and at no additional cost to the State, to immediately terminate the contract for convenience and/or to immediately reject or cancel any order for convenience at any time prior to shipping notification.
8. **Attachments.** This contract consists of [REDACTED] 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 October 1, 2024)

“State of Vermont – Federal Terms Supplement (non-construction)” **INSTRUCTION FOR WHEN TO USE FEDERAL TERMS SUPPLEMENT: THIS ATTACHMENT MUST BE INCLUDED IN ANY CONTRACT FOR WHICH FEDERAL FUNDS WILL BE USED. THIS LANGUAGE CAN BE DELETED HERE IF THIS REQUIREMENT IS NOT APPLICABLE.**

Attachment D - Other Provisions

Contractor Warranty Document(s)

Additional attachments may be lettered as necessary

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 Contract Provisions for Contracts and Grants)
- (4) State of Vermont – Federal Terms Supplement (non-construction)
- (5) Attachment A
- (6) Attachment B
- (7) Contractor Warranty Document(s)
- (8) List other attachments, if any, in order of precedence

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Insert Line Items listing product / equipment offerings, price per each, and quantity ordered, as applicable.
2. **INSTALLATION AND TRAINING (REMOVE IF NOT APPLICABLE)**
3. **SOFTWARE (REMOVE IF NOT APPLICABLE)**

3.1 Information Security Requirements

In cases where the State is not permitted to manage/modify the automation equipment (server/computer/other) that controls testing or monitoring devices, the Contractor agrees to update and provide patches for the automation equipment and any installed operating systems or applications on a quarterly basis (at minimum). The Contractor will submit a report to the State of updates installed within 30 days of the installation as well as a Plan of Actions and Milestones (POA&M) to remediate any vulnerabilities ranging from Critical to Low. The contractor will provide an upgrade path or compensatory security controls for any operating systems and applications listed as beyond “end-of-life” or EOL, within 90 days of the EOL and complete the EOL system’s upgrade within 90 days of the approved plan.

- 3.2 State of Vermont Cybersecurity Standard Update:** Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at:
<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

4. SERVICE REQUIREMENTS (REMOVE IF NOT APPLICABLE)

5. **WARRANTY:** Each product purchased hereunder shall include a manufacturer’s written warranty, which must be based on commercial use, and extend for a minimum term of one (1) year from the date a Product is available for use by the purchaser, or such longer period as set forth in the written warranty. Contractor shall furnish the State with copies of the applicable written warranty whenever a product is purchased under this Agreement.
6. **REPORTING REQUIREMENTS:** Contractor will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below detailing the purchasing of all items under this Contractor. Contractor’s reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.
 - a. The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.
 - b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31

July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
 - d. Notwithstanding the fact that any payment obligation for sales by contractor to any political subdivision or college, pursuant to “Purchasing Entities,” below, shall be solely between the political subdivision or college and the contractor, the contractor must include, in reporting to State, the figures on quantities sold by contractor to, and amounts paid to contractor by, any such political subdivisions or independent colleges.
7. **DELIVERY:** Destination for product delivery shall be [insert agency address if single agency /OR/ if statewide contract or multiple possible delivery destinations, insert following text: “as specified in the order document for each purchase”]. Responsibility for product delivery remains with Contractor until the product is properly delivered and signed for. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Upon delivery, all packaging and containers shall become the property of the State, unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the Contractor.
8. **QUALITY:** All products will be new and unused. All products provided by the Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting the requirements of this section will be deemed unacceptable and returned to the Contractor for credit at no charge to the State.
9. **DEFAULT:** In case of default of the Contractor, the State may procure the materials or supplies from other sources and hold the Contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
10. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this contract. The primary contacts for this this Contract are as follows:
- e. **For the Contractor:**
 - Name: XXXX
 - Phone: XXXX
 - Email: XXXX
 - f. **For the State:**
 - Name: State of Vermont, XXXX
 - Address: 133 State Street, 5th Floor, Montpelier, VT 05633-8000
 - Phone: 802/828-XXXX
 - Fax: 802/828-2222
 - Email: XXXX
11. **Purchasing Entities:** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according

to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the state (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

SAMPLE

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 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
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. All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials and shall specify the address to which payments will be sent. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards. (The language needs to be revised to instead establish Contractor obligation re: discounts.)
4. **PRICING:** Contractor shall provide all products F.O.B. delivery to the ordering facility at no additional cost to the State. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted. Prices quoted for printing are to include printing, binding, wrapping, and packaging.
5. Contractor shall submit invoice(s) to: **INSERT ADDRESS**
6. Following complete delivery of the items and completion of the training (if applicable), each as specified in Attachment A, and the State's written confirmation to the Contractor of the State's acceptance of those items and that training, Contractor will, within XXX business days, invoice the State for the full amount of the contract /OR/ in accordance with the rates specified in Attachment A.
7. Unless otherwise indicated in a manufacturer's return policy, unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
8. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

**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 Contractor and 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>.

ATTACHMENT D
INFORMATION TECHNOLOGY PROFESSIONAL SERVICES
TERMS AND CONDITIONS (rev. 01/12/2024)

1. OWNERSHIP AND LICENSE IN DELIVERABLES

1.1 Contractor Intellectual Property. Contractor shall retain all right, title and interest in and to any work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements and any other intellectual property, tangible or intangible, that has been created by Contractor prior to entering into this Contract (“Contractor Intellectual Property”). Should the State require a license for the use of Contractor Intellectual Property in connection with the development or use of the items that Contractor is required to deliver to the State under this Contract, including Work Product (“Deliverables”), the Contractor shall grant the State a royalty-free license for such development and use. For the avoidance of doubt, Work Product shall not be deemed to include Contractor Intellectual Property, provided the State shall be granted an irrevocable, perpetual, non-exclusive royalty-free license to use any such Contractor Intellectual Property that is incorporated into Work Product.

1.2 State Intellectual Property. The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, “State Intellectual Property”).

Contractor may not use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

1.3 Work Product. All Work Product shall belong exclusively to the State, with the State having the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents and copyrights, and all applications and registrations, renewals and continuations thereof and/or any and all other appropriate protection. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in the State by operation of law or otherwise as contemplated hereunder, Contractor shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to the State all right, title and interest therein.

“Work Product” means any tangible or intangible ideas, inventions, improvements, modifications, discoveries, development, customization, configuration, methodologies or processes, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, work of authorship, specifications, operating instructions, procedures manuals or other documentation, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection), that is specifically made, conceived, discovered or reduced to practice by Contractor, either solely or jointly with others, pursuant to this Contract. Work Product does not include Contractor Intellectual Property or third party intellectual property.

To the extent delivered under this Contract, upon full payment to Contractor in accordance with Attachment B, and subject to the terms and conditions contained herein, Contractor hereby (i) assigns to State all rights in and to all Deliverables, except to the extent they include any Contractor Intellectual Property; and (ii) grants to State a perpetual, non-exclusive, irrevocable, royalty-free license to use for State’s internal business purposes, any Contractor Intellectual Property included in the Deliverables in connection with its use of the Deliverables and, subject to the State’s obligations with respect to Confidential Information, authorize others to do the same on the State’s behalf. Except for the foregoing license grant, Contractor or its licensors retain all rights in and to all Contractor Intellectual Property.

The Contractor shall not sell or copyright a Deliverable without explicit permission from the State. If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor Intellectual Property or Contractor Intellectual Property developed outside of this Contract with no assistance from State.

2. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

2.1 For purposes of this Contract, confidential information will not include information or material which (a) enters the public domain (other than as a result of a breach of this Contract); (b) was in the receiving party’s possession prior to its receipt from the disclosing party; (c) is independently developed by the receiving party without the use of confidential information; (d) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party; or (e) is not exempt from disclosure under applicable State law.

2.2 Confidentiality of Contractor Information. The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with the performance of this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the State's receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental body or agency compelling its production. Contractor shall indemnify the State for any costs or expenses incurred by the State, including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor's attempts to prevent or unreasonably delay public disclosure of Contractor's information if a final decision of a court of competent jurisdiction determines that the State improperly withheld such information and that the improper withholding was based on Contractor's attempts to prevent public disclosure of Contractor's information.

The State agrees that (a) it will use the Contractor information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

3. SECURITY OF STATE INFORMATION.

3.1 Security Standards. To the extent Contractor has access to, processes, handles, collects, transmits, stores or otherwise deals with State Data, the Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with NIST *Special Publication 800-53* (version 4 or higher) and *Federal Information Processing Standards Publication 200* and designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this

information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Data which shall include multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

3.2 Security Breach Notice and Reporting. The Contractor shall have policies and procedures in place for the effective management of Security Breaches, as defined below, which shall be made available to the State upon request.

In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, in the event of any actual security breach or reasonable belief of an actual security breach the Contractor either suffers or learns of that either compromises or could compromise State Data (a “Security Breach”), the Contractor shall notify the State within 24 hours of its discovery. Contractor shall immediately determine the nature and extent of the Security Breach, contain the incident by stopping the unauthorized practice, recover records, shut down the system that was breached, revoke access and/or correct weaknesses in physical security. Contractor shall report to the State: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the State. Contractor shall analyze and document the incident and provide all notices required by applicable law.

In accordance with Section 9 V.S.A. §2435(b)(3), the Contractor shall notify the Office of the Attorney General, or, if applicable, Vermont Department of Financial Regulation (“DFR”), within fourteen (14) business days of the Contractor’s discovery of the Security Breach. The notice shall provide a preliminary description of the breach. The foregoing notice requirement shall be included in the subcontracts of any of Contractor’s subcontractors, affiliates or agents which may be “data collectors” hereunder.

The Contractor agrees to fully cooperate with the State and assume responsibility at its own expense for the following, to be determined in the sole discretion of the State: (i) notice to affected consumers if the State determines it to be appropriate under the circumstances of any particular Security Breach, in a form recommended by the AGO; and (ii) investigation and remediation associated with a Security Breach, including but not limited to, outside investigation, forensics, counsel, crisis management and credit monitoring, in the sole determination of the State.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all

applicable State and federal laws, rules or regulations) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification.

In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the State from any costs, loss or damage to the State resulting from a Security Breach or the unauthorized disclosure of State Data by the Contractor, its officers, agents, employees, and subcontractors.

4. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

4.1 General Representations and Warranties. The Contractor represents, warrants and covenants that:

- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (ii) There is no pending litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the services as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into its product; and (c) none of the services or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.
- (v) The Contractor has adequate resources to fulfill its obligations under this Contract.
- (vi) Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

4.2 Contractor's Performance Warranties. Contractor represents and warrants to the State that:

- (i) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.
- (ii) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the

foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.

- (iii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

5. REMEDIES FOR DEFAULT. In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

6. TERMINATION

6.1. Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State Data, State Intellectual Property or other State information and materials are to be transferred in connection with termination. Contractor shall assist the State in exporting and extracting any and all State data, in a format usable without the use of the Services and as agreed to by State, at no additional cost. Any transition services requested by State involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

If the State determines in its sole discretion that a documented transition plan is necessary, then no later than sixty (60) days prior to termination, Contractor and the State shall mutually prepare a Transition Plan identifying transition services to be provided.

6.2. Return of Property. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to State all State Intellectual Property and State Data (including without limitation any Deliverables for which State has made payment in whole or in part), that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such State property is expressed or embodied at that time.

7. DESTRUCTION OF STATE DATA. At any time during the term of this Contract within thirty days of (i) the State's written request or (ii) termination or expiration of this Contract for any reason, Contractor shall securely dispose of all copies, whether in written, electronic or other form or media, of State Data according to National Institute of Standards and Technology (NIST) approved methods, and certify in writing to the State that such State Data has been disposed of securely. Further, upon the relocation of State Data, Contractor shall securely dispose of such copies from the former data location according to National Institute of Standards and Technology (NIST) approved methods and certify in writing to the State that such State Data has been disposed of securely. Contractor shall comply with all reasonable directions provided by the State with respect to the disposal of State Data.

8. **SOV Cybersecurity Standard Update 2023-01:** Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with *State of Vermont Cybersecurity Standard 2023-01*, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at:

<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

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 SURVEILLANCE 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 2 C.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

The following clauses are applicable when a contract utilizes State and Local Fiscal Recovery Funds (SLRF) funds, and must be passed down to subcontractors and grantees:

WHISTLEBLOWER PROTECTIONS

Contractor shall comply with 41. U.S.C. § 4712 and inform their employees of their rights and remedies in the predominant native language of the workforce.

FAIR EMPLOYMENT PRACTICES

Contractor must comply with 42 U.S.C. §2000d *et seq.*, and as enacted by 31 C.F.R. Part 22

FEDERAL AND STATE LAW, REGULATION, AND AGENCY GUIDANCE

Contractor must comply with comply the requirements of the Social Security Act, 42 U.S.C. §§ 602 and regulations adopted by Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by Treasury regarding the forgoing, and comply with all other federal statues, regulations, and executive orders, including generally applicable environmental laws and regulations

UNIFORM GUIDANCE

Contractor must comply with 2 C.F.R. Part 200 as modified by the Treasury’s guidance.

INCREASING SEATBELT USE

Contractor must comply with Executive Order 13043, 62 FR 1927 (April 18, 1997)

REDUCING TEXTING WHILE DRIVING

Contractor must comply with Executive Order 13513, 74 FR 51225 (Oct. 6, 2009).

EXHIBIT A-1 – NETWORK DIAGRAM

