VERMONT

Department of Buildings and General Services
Office of Purchasing & Contracting
133 State Street, 5th Floor | Montpelier VT 05633-8000
802-828-2211 phone |802-828-2222 fax
http://bgs.vermont.gov/purchasing

Agency of Administration

SEALED BID

REQUEST FOR PROPOSAL

Enterprise eSignature Solution

ISSUE DATE	**October 27, 2026**
QUESTIONS DUE	**November 10, 2026 – 4:30 PM ET**
RFP RESPONSES DUE BY	**November 30, 2026 – 4:30 PM ET**

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND ADDENDUMS ASSOCIATED WITH THIS RFP 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 RFP.

STATE CONTACT: Kyle Emerson, State Purchasing Agent
E-MAIL: SOV.ThePathForward@vermont.gov
USE SUBJECT: ENTERPRISE ESIGNATURE SOLUTION

1. **OVERVIEW:**

1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the Agency of Digital Services (hereinafter the "State") is seeking to establish contracts with one or more companies that can provide an enterprise electronic signature (eSignature) platform for use by State agencies, departments, and divisions.

1.2. The State's current eSignature platform is DocuSign. In calendar year 2025 the State sent 169,642 envelopes through the platform and completed 151,263 of them (89%). As of February 2026, the platform served 1,605 licensed users across 47 department-level accounts, with the Agency of Transportation accounting for 618 of those users (39% of all licensed users).

1.3. **CONTRACT PERIOD:** Any Contract(s) arising from this RFP will be for a period of (3) three years with an option to renew for up to two additional twelve-month periods. The State anticipates the start date for such contract(s) will be August 15, 2027.

1.4. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.

1.5. **BIDDERS' CONFERENCE:** A mandatory/non-mandatory bidders' conference will/will not be held remotely at the date and time indicated on the front page of this RFP.

1.5.1. If there is a remote bidders' conference, and call-in information is not provided on the front page of the RFP, all potential bidders must/may send an e-mail to the State Contact with Bidder's firm and contact info and shall then be provided call-in details.

1.6. **QUESTION AND ANSWER PERIOD:** Any bidder requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP. 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://www.bgs.state.vt.us/pca/bids/bids.php . 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 4.1 below.

1.7. **CHANGES TO THIS RFP:** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at http://www.bgs.state.vt.us/pca/bids/bids.php . Modifications from any other source are not to be considered.

2. **DETAILED REQUIREMENTS/DESIRED OUTCOMES:**

2.1. The State of Vermont requires an enterprise-wide, cloud-hosted electronic signature platform that enables State personnel to assemble multi-document signature packages, route them to internal and external signers in a defined order and receive legally enforceable executed documents supported by a complete audit trail. The platform must support delegated administration by agency, department, or division sub-account; template-based, web-form, and bulk package creation; integration with existing State

systems including SharePoint and OneDrive; and signing by both licensed State users and unlicensed external signers on any device.

2.2. The platform will operate as a core enterprise service within the State Enterprise Architecture and must support a modular, API-driven architecture; separation of Development, Test, Production, and Disaster Recovery environments; integration with enterprise identity services, including Microsoft Entra ID; and centralized administration with delegated agency-level management. Integrations must maintain feature parity with the base platform, including notifications, audit logging, and workflow controls. Bidders should note that the State currently relies on integrations and add-on services including the Grant Electronic Application Reporting System (GEARS) at the Agency of Transportation, DocuSign Retrieve, Ivalua (VTBuys), and SMS delivery; a Bidder proposing a platform other than the State's incumbent solution shall describe how equivalent integrations would be implemented and the effect on affected business processes. The State's detailed functional requirements are set forth in Appendix E and its non-functional requirements in Appendix F to this RFP.

2.3. The State of Vermont seeks to achieve the following Business Value(s):

2.3.1. **Cost Savings:** A cloud-native SaaS platform avoids on-premises infrastructure cost and scales with demand across agencies, and automation of reminders, notifications, and reporting reduces manual effort in high-volume signing workflows. Right-sizing licenses to actual use — 1,605 licensed users in February 2026 against a 2025 average of 2,143 — and eliminating unused agency and department sub-accounts further reduce recurring subscription cost.

2.3.2. **Customer Service Improvement:** Vermonters, vendors, and State personnel will be able to review and sign documents from any device without installing client software or creating a licensed account, reducing turnaround time on State business processes.

2.3.3. **Risk Reduction:** Strong signer authentication (MFA or SSO with conditional access), single-use expiring signing links, data loss prevention monitoring, forwarding restrictions, and comprehensive audit logging reduce the risk of unauthorized execution and document exfiltration.

2.3.4. **Compliance:** The solution will support legal enforceability of electronically signed records and will meet Federal and Vermont accessibility requirements, including Section 508 of the Rehabilitation Act and W3C Level AA web accessibility guidelines.

2.4. Functional, Non-Functional, and General Administrative Requirements

2.4.1. The State's Functional Requirements are provided in Appendix E (Functional Requirements – User Stories) and its Non-Functional Requirements in Appendix F (Non-Functional Requirements), both attached to this RFP. Bidders shall respond to each requirement in the attached **State of Vermont Bidder Response Form.**

2.4.2. General Administrative Requirements – User Adoption, Training, and Support: In addition to the functional and non-functional requirements, the selected Contractor shall provide general administrative services supporting user adoption, training, and end-user support. At a minimum, these services shall include structured onboarding and training for new and existing users; clear, accessible documentation and job aids; ongoing support for feature adoption and process improvement; and targeted communication to reinforce best practices and standard workflows. Bidders shall

describe the user adoption, training, and support services they will provide and will be evaluated on their ability to deliver those services.

2.4.3. Operational Enhancements: Any contract resulting from this RFP shall secure Contractor support services for operational enhancements — including new integrations and training on new product features — for the duration of the contract term, so that the State may continue to improve how the platform is used across State government without a separate contract amendment for each enhancement.

2.4.4. The Non-Functional Requirements include requirements for the following:

2.4.4.1. Hosting

2.4.4.2. Application Solution

2.4.4.3. Security

2.4.4.4. Accessibility and Usability

2.4.4.5. Performance, Scalability, and Availability

2.4.4.6. Compatibility, Integration, and Interoperability

2.4.4.7. Maintainability and Supportability

2.4.4.8. Portability and Data Export

2.4.4.9. Data Compliance: Solutions must adhere to applicable State and Federal standards, policies, and laws. The Bidder Response Form includes a table of data types and their applicable State and Federal standards, policies, and laws. The boxes in the table that are checked are the ones that are applicable to this procurement

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.

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 RFP. 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. **CONFLICTS OF INTEREST:**

3.3.1. **Organizational Conflict of Interest (OCOI):** An OCOI arises when a bidder as a business entity has interests (for example, customers, partners, contracts) that could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of a contract with the State that may result from this solicitation.

3.3.2. **Personal Conflict of Interest (PCOI):** A PCOI arises when an interest held by an individual, agent or employee of a bidder could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of a contract with the State that may result from this solicitation.

3.3.3. **Requirements**: The State does not seek to contract with any individual or business entity having a conflict of interest which cannot be mitigated to the State's satisfaction. To ensure the State's awareness of actual, potential, or reasonably perceived PCOIs and OCOIs, bidders shall:

a) Prior to submitting a proposal, conduct an internal review of its current affiliations and activities and identify actual, potential, or reasonably perceived PCOIs or OCOIs relative to a contract with the State that may result from this solicitation.
b) Disclose in your proposal any actual or potential PCOI or OCOI or the existence of any facts that may cause a reasonably prudent person to perceive a PCOI or OCOI with respect to a contract with the State that may result from this solicitation. Disclose, also, any actions proposed to mitigate the PCOI or OCOI.

3.3.4. The State shall have sole discretion to determine whether a PCOI or OCOI can be mitigated to the State's satisfaction and may discuss the conflict with the bidder if and to the extent the State deems discussion necessary to its determination. The State reserves the right to (a) reject from further consideration any proposal having a PCOI or OCOI that cannot be mitigated to the State's full satisfaction and (b) terminate a contract upon discovery that a contractor failed to disclose facts pertaining to a PCOI or OCOI in its proposal, or otherwise misrepresented relevant information to the State.

3.4. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENTS**: In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.

3.4.1. Self Reporting: For bid amounts exceeding $250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.

3.4.2. Subcontractor Reporting: For bid amounts exceeding $250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list MUST be updated and provided to the State as additional subcontractors are hired. A sample form is available online at http://bgs.vermont.gov/purchasing-contracting/forms. **The subcontractor reporting form is not required to be submitted with the bid response.**

3.5. **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 RFP.

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.

3.6. **METHOD OF AWARD:** Awards will be made in the best interest of the State. 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 first to resident bidders of the state and/or to products raised or manufactured in the state, and then to bidders who have practices that promote clean energy and address climate change, as identified in the applicable Certificate of Compliance.

3.6.1. **Evaluation Criteria:** Consideration shall be given to the Bidder's project approach and methodology, qualifications and experience, ability to provide the services within the defined timeline, cost, and/or success in completing similar projects, as applicable, and to the extent specified below.

Proposals will be scored against the following criteria and weights:

Evaluation Criterion	Weight
Solution fit against the Functional Requirements in Appendix E and the Non-Functional Requirements in Appendix F, including security, accessibility, integration, and administrative capability	30%
User adoption, training, and support services, including the Bidder's ability to deliver the general administrative requirements set forth in Section 2 of this RFP	20%
Implementation approach and migration plan, including re-implementation of the State's existing integrations where applicable	15%
Qualifications, experience, and references on comparable enterprise-scale deployments	10%
Cost, including total cost of ownership over the initial contract term and the fit of the proposed license model to the State's actual user base	25%
Total	**100%**

3.7. **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.

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

3.9. **CONTRACT TERMS:** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form, Attachment C and Attachment D as attached to this RFP for reference.

3.10. **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/ .

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

3.11. **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.

3.12. **Retainage.** In the discretion of the State, a contract resulting from this RFP may provide that the State withhold a percentage of the total amount payable for some or all deliverables, such retainage to be payable upon satisfactory completion and State acceptance in accordance with the terms and conditions of the contract.

3.13. **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.

3.14. **DEMONSTRATION:** An in-person or webinar demonstration 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 demonstrations into the evaluation. Bidder will be responsible for all costs associated with providing the demonstration.

3.15. **INDEPENDENT REVIEW:** Certain State information technology projects require independent expert review as described under 3 V.S.A. § 3303(d). Such review, if applicable, will inform the State's decision to award any contract(s) resulting from this RFP.

4. **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.

4.1. **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. 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.

4.2. **Disclosure under Public Records Act.** All information received by the State in response to this solicitation will become part of the contract file and subject to public disclosure in accordance with the State's Public Records Act, 1 V.S.A. § 315 et seq. The State may also choose to publicly post responses to this solicitation and the resulting agreement(s), following conclusion of this procurement process.

4.3. **Unsolicited Confidential Materials.** The State intends to redact or withhold only those confidential materials specifically requested below or in the Bidders Response Form attached to this RFP (if one is used). All other materials, including those marked as confidential by bidders, are subject to disclosure if requested under the Public Records Act, or public posting.

4.4. **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.

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

4.6. **COVER LETTER:**

4.6.1. Exceptions to Contract Terms and Conditions. Bidders are expected to accept State terms, conditions, and templates as set forth in the sample contract attached to this RFP. By submitting a proposal in response to this RFP, bidders are confirming their concurrence unless, and then only to the extent bidder proposes exceptions in the Bidders Response Form attached to this RFP (if one is used) or otherwise in the cover letter to bidder's proposal. However, the State is not bound to accept any exceptions and taking such exceptions may cause a proposal to be not in the best interests of the State. 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.

4.7. **TECHNICAL RESPONSE.** In response to this RFP, a bidder shall:

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

4.7.2. Describe your capabilities and particular experience relevant to the RFP requirements.

4.7.3. If you have experience working with the State of Vermont, identify all current or past State projects. Provide the name of the Vermont department or agency and the project title or a brief description of the work. Do not include references or statements from State of Vermont agencies or employees.

4.7.4. 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), in response to the questions described above in this section.

4.8. **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. Do not list a State of Vermont agency or employee as a reference.

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

4.10. **PRICE SCHEDULE:** Bidders shall submit their pricing information in the Price Schedule attached to the RFP.

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

4.12. **STATE OF VERMONT BIDDER RESPONSE FORM:** This form must be completed and submitted as part of the response for the proposal to be considered valid. The State of Vermont Bidder Response Form provides a standard format and content for bidder proposals. When required, this form will prompt Bidders to supply the information required in the above RFP sections 4.6. through 4.11. Note: In addition to completing the State of Vermont Bidder Response Form, Bidders are required to provide the specific attachments that are described within the Bidder Response Form.

5. **SUBMISSION INSTRUCTIONS:**

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

5.1.1. 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 RFP.

5.1.2. 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.

5.2. **ELECTRONIC BIDS ONLY:** All bids under this RFP must be submitted electronically in accordance with the submission requirements herein.

5.2.1. Electronic bids will be accepted via email submission to SOV.ThePathForward@vermont.gov. The subject line of the email submission must reference the Project Title as indicated on the front page of this RFP.

5.2.1.1. 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.

5.2.1.2. There is an attachment size limit of 40 MB. 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.

6. **BID SUBMISSION CHECKLIST:**

- Redacted Technical Response, if applicable
- State of Vermont Bidder Response Form and Attachments
- Technical Response (included in Bidder Response Form)
- References (included in Bidder Response Form)
- Price Schedule (included in Bidder Response Form)
- Certificate of Compliance (included in Bidder Response)

7. **ATTACHMENTS:**

7.1. State of Vermont Bidder Response Form

7.2. Standard State Contract with its associated attachments, including but not limited to, Attachment C: Standard State Provisions for Contracts and Grants (February 13, 2026) and Attachment D: IT System Implementation Terms and Conditions (December 9, 2025)

7.3. Attachment E – Business Associates Agreement

7.4. AI Disclosure Form

7.5. Appendix F – Functional Requirements – User Stories

7.6. Appendix G – Non-Functional Requirements

Docusign Envelope ID: C3A439B1-064E-8156-8040-2448AC9F3988

Exhibit C

VERMONT

State of Vermont Bidder Response Form

Request for Proposal Name: Enterprise eSignature Solution

Docusign Envelope ID: C3A439B1-064E-8156-8040-2448AC9F3988

VERMONT

State of Vermont Bidder Response Form

Vendor Instructions:

Provide the information requested in this form and submit it to the State of Vermont as part of your Request for Proposal (RFP) response. All answers must be provided within the form unless otherwise specified.

Important: This form must be completed and submitted in response to this RFP for your proposal to be considered valid. The submission must also include the eight (8) additional artifacts requested within this form (denoted by underlined green font).

See the RFP for full instructions for submitting a bid. **Bids must be received by the due date and at the location specified on the cover page of the RFP.**

Direct any questions you have concerning this form or the RFP to:

STATE CONTACT
State of Vermont
Office of Purchasing & Contracting
E-mail Address: **SOV.ThePathForward@vermont.gov**

Docusign Envelope ID: C3A439B1-064E-8156-8040-2448AC9F3988

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State of Vermont Bidder Response Form

Part 1: VENDOR PROFILE

1. Complete the table below.

Item	Detail
Company Name:	[insert the name that you do business under]
Physical Address:	[if more than one office – put the address of your head office]
Postal Address:	[e.g. P.O Box address]
Business Website:	[url address]
Type of Entity (Legal Status):	[sole trader/partnership/limited liability company or specify other]
Primary Contact:	[name of the person responsible for communicating with the Buyer]
Title:	[job title or position]
Email Address:	[email]
Phone Number:	[landline]
Fax Number:	[fax]

2. Provide a brief overview of your company including number of years in business, number of employees, nature of business, and description of clients. Identify any parent corporation and/or subsidiaries.

Docusign Envelope ID: C3A439B1-064E-8156-8040-2448AC9F3988

3. Is your organization currently or has it previously provided solutions and/or services to any agency or entity of the Vermont State government within the past five years? If so, include a complete list of the State entities, the solutions and/or services provided, and the dates your organization provided the State with these services in the last five years.

4. **Provide a Financial Statement* for your company and label it Attachment #1**. This requirement can be filled by:
   - A current Dun and Bradstreet Report that includes a financial analysis of the firm;
   - An Annual Report if it contains (at a minimum) a Compiled Income Statement and Balance Sheet verified by a Certified Public Accounting firm; or
   - Tax returns and financial statements including income statements and balance sheets for the most recent 3 years, and any available credit reports.

   A confidentiality statement may be included if this financial information is considered non-public information

   **Some types of procurements may require bidders to provide additional or specific financial information. Any such additional requirements will be clearly identified and explained within the RFP and may include supplemental forms in addition to this Bidder Response Form.*

5. Disclose any judgments, pending or expected litigation, or other real potential financial reversals, which might materially affect the viability or stability of your company or indicate below that no such condition is known to exist. A confidentiality statement may be included if this information is considered non-public information

6. Provide a list of three references similar in size and industry (preferably another governmental entity). References shall be clients, other than the State of Vermont, who have implemented your Solution within the past 48 months.

Reference 1	Detail
Reference Company Name:	[insert the name that you do business under]
Company Address:	[address]
Type of Industry:	[industry type: e.g., government, telecommunications, etc.]

Docusign Envelope ID: C3A439B1-064E-8156-8040-2448AC9F3988

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State of Vermont Bidder Response Form

Contact Name:	[if applicable]
Contact Phone Number:	[phone]
Contact Email Address:	[email]
Description of system(s) implemented:	[description]
Date of Implementation:	[date]

Reference 2	**Detail**
Reference Company Name:	[insert the name that you do business under]
Company Address:	[address]
Type of Industry:	[industry type: e.g., government, telecommunications, etc.]
Contact Name:	[if applicable]
Contact Phone Number:	[phone]
Contact Email Address:	[email]
Description of system(s) implemented:	[description]
Date of Implementation:	[date]

Reference 3	**Detail**
Reference Company Name:	[insert the name that you do business under]
Company Address:	[address]

Docusign Envelope ID: C3A439B1-064E-8156-8040-2448AC9F3988

VERMONT

State of Vermont Bidder Response Form

Type of Industry:	[industry type: e.g., government, telecommunications, etc.]
Contact Name:	[if applicable]
Contact Phone Number:	[phone]
Contact Email Address:	[email]
Description of system(s) implemented:	[description]
Date of Implementation:	[date]

PART 2: VENDOR PROPOSAL/SOLUTION

1. Provide a description of the technology solution you are proposing.

2. Provide a description of the capabilities of the technology solution you are proposing.

3. If specific software is being proposed, provide a description of the:
   A. Standard features and functions of the software:

   B. The software licensing requirements for the solution:

      - Maximum number of concurrent users:

4. Give a brief description of the evolution of the system/software solution you are proposing. Include the date of the first installed site and major developments which have occurred (e.g. new versions, new modules, specific features).

5. List the total number of installations in the last 3 years by the year of installation.

6. Provide the total number of current users for the proposed system and indicate what version they are using.

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7. Have you implemented the proposed solution for other government entities? If so, tell us who, when, and how that implementation went?

8. **Provide a Road Map that outlines the company's short term and long term goals for the proposed solution/software and label it Attachment #2. (**A confidentiality statement may be included if this information is considered non-public information)

9. **Provide a PowerPoint (minimum of 1 slide and maximum of 10 slides) that provides an Executive level summary of your proposal to the State. Label it Attachment #3.**

10. Describe any infrastructure, equipment, network or hardware *required* to implement and/or run the solution.

11. What is your recommended way to host this solution?

12. Describe how your solution can be integrated to other applications and if you offer a standard-based interface to enable integrations.

13. Respond to the following questions about the solution being proposed:

Question	Vendor Response/Explanation	
	Yes or No	
A. Does the solution use Service Oriented Architecture for integration?		
B. Does the solution use a Rules Engine for business rules?		
C. Does the solution use any Master Data Management?		

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D. Does the solution use any Enterprise Content Management software?		
E. Does the solution use any Case Management software?		
F. Does the solution use any Business Intelligence software?		
G. Does the solution use any Database software?		
H. Does the solution use any Business Process Management software?		
I. Is this a browser based solution and if so what browsers do you support?		
J. Does the solution include an API for integration?		

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PART 3: FUNCTIONAL REQUIREMENTS

The table below lists the State's Functional Requirements. Indicate the "Availability" for each requirement for your proposed solution. Use the "Vendor Comments" column to provide any additional information or explanations.

A - Feature is available in the core ("out-of-the-box") solution.
D - Feature is currently under development (indicate anticipated date of availability in the Vendor comments column).
C - Feature is not available in the core solution, but can provided with customization.
N - Feature is not available.

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ID #	Functional Requirement Description	Availability	Vendor Comments
1	**Create Packages**		
A	Create Package with Multiple Documents — As a Sender, I want to create a package containing multiple documents so that I can combine multiple files for inclusion in the package. (ADS-ES-US-01)		
B	Upload Document(s) - As a Sender, I want to upload document(s) into the eSignature solution so that I can create a package for routing. (ADS-ES-US-02)		
C	Assign Signer by Email — As a Sender, I want to assign a signer by entering an email address, so that they receive the package and related notifications. (ADS-ES-US-03)		
D	Assign Previous Signers — As a Sender, I want to select a signer from a list of previous signers or frequently selected individuals, so that inserting the names of signees is faster. (ADS-ES-US-04)		
E	Assign Signer Groups — As a Sender, I want to create and select “groups” of signers, so that a package can be signed by at least one member of the group in order to proceed through the workflow. (ADS-ES-US-05)		

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ID #	Functional Requirement Description	Availability	Vendor Comments
F	Set Signing Order — As a Sender, I want to select the order in which signers will be asked to sign the document, so that I can follow business protocols and existing authorization hierarchies. (ADS-ES-US-06)		
G	Set Document Visibility — As a Sender, I want to control which signers can see specific documents (such as “must be signer to view document”), so that I can complete my business process by initiating a single signature workflow while also maintaining appropriate sharing privileges. (ADS-ES-US-07)		
H	Identify Copied Individuals — As a Sender, I want to add reviewers (“CC’d” individuals) who will receive a copy of the final signed document, so that key individuals are automatically notified when the signature workflow is complete and receive a copy of the final signed package. (ADS-ES-US-08)		
I	Save as Draft — As a Sender, I want to save an unsent package as a draft, so that I can return to in-progress work at a later time. (ADS-ES-US-09)		

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ID #	Functional Requirement Description	Availability	Vendor Comments
J	Create from Template — As a Sender, I want to create packages from a template, so that I can streamline regularly used documents without having to re-place the signature blocks and other setup elements. (ADS-ES-US-10)		
K	Create from Integrated Application — As a Sender, I want to create a package from a document saved on an integrated application such as SharePoint or OneDrive, so that I no longer have to repeatedly download and upload files. (ADS-ES-US-11)		
L	Configure Package Notifications — As a Sender, I want to determine what notifications signees (and myself) will receive during the signature workflow, so that I can customize the user experience based on known preferences. (ADS-ES-US-12)		
M	Set Expiration Date — As a Sender, I want to set an expiration date on a package, so that if all signatures on the package are not complete by the specified date and time, then the authorization or approval inherent to those signatures will be void. (ADS-ES-US-13)		

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ID #	Functional Requirement Description	Availability	Vendor Comments
N	Name Package — As a Sender, I want to name the package, so that I can control what appears in the email subject line and subsequent notifications. (ADS-ES-US-14)		
O	Notification of Invalid Email — As a Sender, I want the solution to send me a notification if I enter an invalid email, so that I can correct the email and get the package delivered to the correct inbox. (ADS-ES-US-15)		
P	Create Web Form — As a Sender, I want to create a web form, so that I can collect information and signatures by sharing a link to a publicly accessible form. (ADS-ES-US-16)		
Q	Create with Bulk Send — As a Sender, I want to send multiple identical (except for recipients/signers) packages based on an existing spreadsheet, so that I can initiate the workflow to multiple recipients/signers. (ADS-ES-US-17)		
2	**Manage Packages**		
A	Add Signers — As a Sender, I want to add signers to a package that is already “in-flight” so that I can add additional signers without cancelling the workflow and redoing the package setup. (ADS-ES-US-18)		

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ID #	Functional Requirement Description	Availability	Vendor Comments
B	Modify Unsigned Document — As a Sender, I want to modify a document in the package — if it is still unsigned — so that I can make a modification without cancelling the workflow and redoing the package setup. (ADS-ES-US-19)		
C	Send Ad-Hoc Notifications — As a Sender, I want the ability to send ad-hoc messages to all members of the Signee/Reviewer workflow, so that I can communicate information about the “in-flight” package. (ADS-ES-US-20)		
D	Send Reminder Notifications — As a Sender, I want the ability to configure reminder notifications so that signers receive an email if they have not signed a package after a configurable number of days. (ADS-ES-US-21)		
E	Receive Final PDF — As a Sender, Signer, and Viewer, I want to receive a copy of the final signed document, so that I know the signature workflow is complete and can view and/or save a copy of the document. (ADS-ES-US-22)		

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ID #	Functional Requirement Description	Availability	Vendor Comments
F	Autosave to Designated Folder — As a Sender, I want to specify a folder where the final signed document will be automatically saved when the signature workflow is complete, so that I do not need to manually download and save the file. (ADS-ES-US-23)		
G	Manage Inbox — As a Sender or Signer, I want the ability to sort my inbox by Date, Recipient Group, or Status, so that I can better manage packages requiring my signature. (ADS-ES-US-24)		
3	**Sign Packages**		
A	Sign Package — As a Signer, I want to sign a package — which will include my full name, title, and date of signature in the signature block — so that my authorization/approval is provided for the inherent business purpose. (ADS-ES-US-25)		
B	Add Comment — As a Signer, I want the ability to add a comment when I provide my signature, so that I can share comments with other participants in the workflow (Sender, Signers, Viewers) without sending a separate email. (ADS-ES-US-26)		

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ID #	Functional Requirement Description	Availability	Vendor Comments
C	Decline to Sign — As a Signer, I want the ability to decline to sign a package and send it back to the originator and all other named signers with a comment, so that necessary changes can be made to the package documents. (ADS-ES-US-27)		
D	Assign Delegate(s) — As a Signer, I want to assign a delegate (or multiple delegates) to sign on my behalf, so that signature requests will go to individuals who were given my authorization/approval authority and the workflow will not be delayed. (ADS-ES-US-28)		
E	Inbox Delegate — As a Signer, I want to assign another user visibility to my Inbox, so that my administrative team can have visibility and monitor items assigned to me. (ADS-ES-US-29)		
F	Mobile View — As a Signer and Viewer, I want to view and sign a document on a mobile device, so that I can complete requested activities on my preferred device. (ADS-ES-US-30)		

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ID #	Functional Requirement Description	Availability	Vendor Comments
G	Guest User for Signature — As a Signer (licensed or unlicensed), I want to be able to provide my signature even if I don't have an application license, so that I can participate as needed without administrative burdens like account creation or license fees. (ADS-ES-US-31)		
4	**Reporting**		
A	Generate Usage Reports — As an ADS Administrative User, I want to generate usage reports, so that I can obtain data about the number of sub-accounts, users, packages sent, packages successfully completed, templates used, and web forms used. (ADS-ES-US-32)		
B	Package Dashboard — As a Sender, I want to see a dashboard with information about packages I have sent so that I can monitor the progress of items in the signature workflow. (ADS-ES-US-33)		

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ID #	Functional Requirement Description	Availability	Vendor Comments
C	User Dashboard — As a solution user, I want to see a dashboard of all packages where I am a sender, signer, or viewer, so that I can monitor the status of those packages as they move through the signature workflow. (ADS-ES-US-34)		
D	Accounts Dashboard — As an ADS Administrative User, I want to see a dashboard with usage information so that I can monitor the volume of packages and account usage across the enterprise. (ADS-ES-US-35)		
5	**Manage Users**		
A	Add Users — As an ADS Administrative User, I want to create new licensed users, so they can use the eSignature platform in their business unit. (ADS-ES-US-36)		
B	Remove Users — As an ADS Administrative User, I want to deactivate a user, so that the license can be reassigned. (ADS-ES-US-37)		

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ID #	Functional Requirement Description	Availability	Vendor Comments
C	Create User Groups — As an ADS Administrator, I want to create user groups, so a signature can be requested from one member of a consistent group without having to select the users individually. (ADS-ES-US-38)		
D	Manage User Permissions — As an ADS Administrative User, I want to assign a permission set to a user so that the user has the appropriate level of access to solution features and settings. (ADS-ES-US-39)		
6	**Manage Settings**		
A	Manage Branding — As an ADS Administrative User, I want the solution to have 'white label' capabilities so that I can brand the user interface and notification emails according to SOV branding standards. (ADS-ES-US-40)		

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ID #	Functional Requirement Description	Availability	Vendor Comments
B	Manage Sub-Accounts — As an ADS Administrative User, I want the ability to manage the SOV contract by "sub-accounts" so that I can grant user licenses, delegate permissions, and monitor usage based on sub-accounts (likely to be affiliated with SOV Agencies, Departments, or Divisions) while still maintaining control over the Enterprise tool. (ADS-ES-US-41)		

PART 4: NON- FUNCTIONAL REQUIREMENTS

The tables below list the State's Non-Functional Requirements. Indicate if your proposed solution complies in the "Comply" column.

Yes = the solution complies with the stated requirement.
No = the solution does not comply with the stated requirement.
N/A = Not applicable to this offering.

Describe how the requirement is met in the "Vendor Description of Compliance" column.

4.1 Hosting

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ID #	Non-Functional Requirement Description	Comply	Vendor's Description of Compliance
H1	Any technical solution must be hosted in a data center.		
H2	Any hosting provider must provide for back-up and disaster recovery models and plans as needed for the solution.		
H3	Any hosting provider will abide by ITIL best practices for change requests, incident management, problem management and service desk.		

4.2 Application Solution

A1	Any solutions vendor must provide for the backup/recover, data retention and disaster recovery of a contracted/hosted application solution.		
A2	Any solutions vendor must provide for application management and design standard of all technology platforms and environments for the application solution (Development, Staging, Productions, DR, etc.)		

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ID #	Non-Functional Requirement Description	Comply	Vendor's Description of Compliance
A3	Any solutions vendor must engage the State of Vermont using Service Level Agreements for system and application performance, incident reporting and maintenance.		
A4	The State owns any data they enter, migrate, or transmit into the solution and the vendor shall allow the State to pull or copy this data at any time free of charge.		

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A5	As a contract deliverable, the vendor shall supply an up-to-date data dictionary that represents all data respective of the solution it will provide. The data dictionary must contain the following attributes: 1. The technology (RDBMS platform) that hosts the data source, i.e. Oracle, SQL Server, MySQL, DB2, etc. 2. The location where the data source is hosted 3. Thorough descriptions of each table in the data source 4. Thorough descriptions of each column within each table in the data source. In addition to business definitions, column descriptions must include the following detail: schema names; file group names (if applicable); data types; lengths; primary and foreign key constrains; applied formatting; applied calculations; applied aggregations; NULL-ability; default values.		

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4.3 Security

1. As a solution vendor, you must have documented and implemented security practices for the following and have a process to audit/monitor for adherence. Indicate “Yes” or “No” in the “Comply” column or “N/A” if the requirement is not applicable to this offering. Use the “Vendor Description of Applicable Security Processes” column to describe how you meet the requirement and the “Audit/Monitor” column to indicate how you monitor for compliance. (A confidentiality statement may be included if this information is considered non-public information)

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ID #	Non-Functional Requirement Description	Comply	Vendor's Description of Applicable Security Processes	Audit/Monitor Process
S1	Input validation			
S2	Output encoding			
S3	Authentication and password management			
S4	Session management			
S5	Access control			
S6	Cryptographic practices			
S7	Error handling and logging			
S8	Data protection from unauthorized use, modification, disclosure or destruction (accidental or intentional).			
S9	Communication security			
S10	System configuration			
S11	Database security			
S12	File management			
S13	Memory management			
S14	Fraud detection			
S15	General coding practices			
S16	POA&M management			
S17	Risk Assessment Practices including but not limited to vulnerability assessment and pen testing			

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S18	Incident response planning and testing			
S19	System Security Plan delivery			

4.4 Enterprise eSignature Non-Functional Requirements

For each requirement listed, indicate if and how you comply or type "N/A" if it is not applicable to your offering.

ID #	Non-Functional Requirement Description	Comply	Vendor's Description of Compliance
Agility			
NFR-01	The solution must comply with the relevant laws, regulations, standards, and best practices for data security, privacy, accessibility, and ethics. (ADS-ES-NFR-01)		
NFR-02	The solution must handle high volumes of data and transactions without compromising the performance or reliability of the service. (ADS-ES-NFR-05)		
NFR-03	The solution must recover from failures and errors gracefully and automatically without losing data or functionality. (ADS-ES-NFR-06)		

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ID #	Non-Functional Requirement Description	Comply	Vendor's Description of Compliance
NFR-04	The solution must leverage cloud computing technologies and services to optimize the cost, efficiency, and scalability of the service. (ADS-ES-NFR-07)		
NFR-05	The solution must ensure the availability and accessibility of the service by using backup systems, redundancy systems, failover systems, etc. (ADS-ES-NFR-08)		
NFR-06	The solution must maintain a consistent and coherent user interface and user experience across different devices, browsers, and platforms. (ADS-ES-NFR-10)		
NFR-07	The solution must monitor and measure the usage, performance, quality, and satisfaction of the service using analytics and feedback mechanisms. (ADS-ES-NFR-31)		
NFR-08	The solution must automate repetitive or tedious tasks		

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ID #	Non-Functional Requirement Description	Comply	Vendor's Description of Compliance
	such as backups, notifications, reports, etc. by using automation tools and scripts. (ADS-ES-NFR-32)		
NFR-09	The solution must provide transparency and accountability for the service by documenting and reporting the activities, outcomes, decisions, etc. of the service. (ADS-ES-NFR-33)		
Usability			
NFR-10	Solutions will adhere to all Federal and Vermont accessibility requirements, or their successors: Section 508 of the Rehabilitation Act, section 1194.22 of the Code of Federal Regulations, web-based intranet and internet information and applications. (ADS-ES-NFR-02)		
NFR-11	The solution should conform to the web accessibility guidelines specified by the W3C level 2 accessibility guidelines, ensuring that the application is accessible to		

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ID #	Non-Functional Requirement Description	Comply	Vendor's Description of Compliance
	users with disabilities. (ADS-ES-NFR-03)		
NFR-12	The State of Vermont (SOV) will access applications through a URL entered in a web browser. (ADS-ES-NFR-25)		
NFR-13	Solutions will allow the users to easily navigate to a variety of functions available to them without having to move sequentially through excessive menus and screens. (ADS-ES-NFR-26)		
NFR-14	Solution error messages will be expressed in plain language, precisely indicate the problem, and constructively suggest a solution. (ADS-ES-NFR-27)		
NFR-15	Solutions will provide context sensitive help and extensive documentation. (ADS-ES-NFR-28)		
Compatibility			
NFR-16	The solution must provide the capability to perform source to destination file integrity checks for		

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ID #	Non-Functional Requirement Description	Comply	Vendor's Description of Compliance
	exchange data and alert appropriate parties with issues. (ADS-ES-NFR-04)		
NFR-17	Solutions must be able to provide services to all parts of the organization and any external stakeholders using any relevant channels, such as web-based interfaces, mobile applications, or APIs. (ADS-ES-NFR-11)		
NFR-18	The solutions must be capable of using communication protocols based on standards, such as TCP/IP, HTTP, HTTP/S, and SMTP. (ADS-ES-NFR-12)		
NFR-19	The solution database will provide standard data extraction API to allow import and export of data. (ADS-ES-NFR-13)		

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ID #	Non-Functional Requirement Description	Comply	Vendor's Description of Compliance
NFR-20	The software shall be able to integrate with other software and hardware systems used in the environment in which it operates. (ADS-ES-NFR-14)		
NFR-21	The software shall maintain compatibility with previous versions of APIs to ensure third-party integrations or plugins continue to function correctly. (ADS-ES-NFR-15)		
NFR-22	The solution must support all web browsers with a market share in the United States of America greater than 3%, as indicated by gs.Statcounter.com. (ADS-ES-NFR-16)		
NFR-23	The software shall be able to function correctly on multiple hardware and software platforms, such as different operating systems, browsers, and devices. (ADS-ES-NFR-17)		

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ID #	Non-Functional Requirement Description	Comply	Vendor's Description of Compliance
NFR-24	The solution must be highly configurable, allowing users to configure the software, without coding changes, to meet their needs and preferences. (ADS-ES-NFR-18)		
NFR-25	SaaS Service Providers will comply with the Multi-tenancy Service Provider Expectations Document and note any exceptions. (ADS-ES-NFR-19)		
NFR-26	All Production releases must be pre-approved by SOV. (ADS-ES-NFR-24)		
Reliability			
NFR-27	The solution provider will provide an Availability Plan for the SaaS solution including Availability Objectives, Architecture, and Management. (ADS-ES-NFR-09)		
Maintainability			
NFR-28	The solution must have clear and detailed documentation, including design and architecture documents, API		

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ID #	Non-Functional Requirement Description	Comply	Vendor's Description of Compliance
	specifications, and user manuals. (ADS-ES-NFR-20)		
NFR-29	The solution must support version control and rollback capabilities to facilitate quick and easy reversions in case of errors or issues with new updates. (ADS-ES-NFR-21)		
NFR-30	Solutions will be scalable and adaptable to meet future growth and expansion needs such that Solutions will be expanded and be able to retain their performance levels when adding additional users, functions, and data. (ADS-ES-NFR-22)		
NFR-31	The solution architecture will allow for transaction tracking and review throughout the system for auditing, error diagnosis, and performance management purposes. (ADS-ES-NFR-23)		
Transferability			
NFR-32	Solutions will allow the user to export formatted reports from the system in industry standard formats, e.g.,		

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ID #	Non-Functional Requirement Description	Comply	Vendor's Description of Compliance
	Word, Excel, PDF, and TXT. (ADS-ES-NFR-29)		
NFR-33	Solutions will support access from multiple channels and devices. (ADS-ES-NFR-30)		
Security			
NFR-34	The solution must have strong authentication for signers, preferably leveraging MFA or SSO with conditional access policies. (ADS-ES-NFR-34)		
NFR-35	The solution must have enforced link expiration and single-use signing URLs. (ADS-ES-NFR-35)		
NFR-36	The solution must have Data Loss Prevention (DLP) monitoring to detect and prevent document exfiltration. (ADS-ES-NFR-36)		
NFR-37	The solution must have forwarding restrictions on notification emails. (ADS-ES-NFR-37)		
NFR-38	The solution must have comprehensive audit logging		

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ID #	Non-Functional Requirement Description	Comply	Vendor's Description of Compliance
	with routine review of signing activity. (ADS-ES-NFR-38)		
NFR-39	The solution must have strict governance over API access and system integrations. (ADS-ES-NFR-39)		
NFR-40	The solution must secure collaboration with external users by enforcing real-time session controls. (ADS-ES-NFR-40)		
NFR-41	The solution must block and protect download of sensitive data to unmanaged or risky devices. (ADS-ES-NFR-41)		

4.5 Data Compliance

Vendors and their solutions must adhere to applicable State and Federal standards, policies, and laws based on the type of data that will be stored, accessed, transmitted and/or controlled by the solution. If the "Type of Data" column is checked below, respond "Yes" or "No" in the "Comply" column and provide an explanation on how you comply in the "Vendor's Description of Compliance" column.

Type of Data	Applicable State & Federal Standards, Policies, and Laws	Comply	Vendor's Description of Compliance

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☒ Publicly available information	▪ NIST 800-171		
☐ Confidential Personally Identifiable Information (PII)	▪ State law on Notification of Security Breaches ▪ State Law on Social Security Number Protection ▪ State law on the Protection of Personal Information ▪ National Institute of Standards & Technology: NIST SP 800-53 Revision 4 "Moderate" risk controls ▪ Privacy Act of 1974, 5 U.S.C. 552a.		
☐ Payment Card Information	▪ Payment Card Industry Data Security Standard (PCI DSS) v 3.2		
☐ Federal Tax Information	▪ Internal Revenue Service Tax Information Security Guidelines for Federal, State and Local Agencies: IRS Pub 1075		
☐ Personal Health Information (PHI)	▪ Health Insurance Portability and Accountability Act of 1996: HIPAA ▪ The Health Information Technology for Economic and Clinical Health Act HITECH ▪ Code of Federal Regulations 45 CFR 95.621		

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Type of Data	Applicable State & Federal Standards, Policies, and Laws	Comply	Vendor's Description of Compliance
☐ Affordable Care Act Personally Identifiable Information (PII)	▪ Internal Revenue Service Tax Information Security Guidelines for Federal, State and Local Agencies IRS Pub 1075 ▪ Minimum Acceptable Risk Standards for Exchanges MARS-E 2.0 (Scroll down the page)		
☐ Medicaid Information	▪ Medicaid Information Technology Architecture MITA3.0 ▪ Code of Federal Regulations 45 CFR 95.621		
☐ Prescription Information	▪ State law on the Confidentiality of Prescription Information		
☐ Student Education Data	▪ Family Educational Rights and Privacy Act: FERPA		
☐ Personal Information from Motor Vehicle Records	▪ Driver's Privacy Protection Act (Title XXX) ("DPPA") 18 U.S.C. Chapter 123, §§ 2721 – 2725		
☐ Criminal Records	▪ Criminal Justice Information Security Policy: CJIS		
☐ Other sensitive data	▪ Data that does not fit into the above categories but is sensitive and requires additional protection.		
☐ Other: *describe*	*[List what's applicable or delete this line.]*		

4.6 State of Vermont Cybersecurity Standard Update

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Bidder shall certify by checking the box below the Solution shall not include, incorporate, rely on, utilize or be supported by any products or services subject to the limitations provided under State of Vermont Cybersecurity Standard Update, which Bidder acknowledges has been provided to it, and is available on-line at the following URL: https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives

☐ Bidder hereby certifies that in connection with the Request for Proposal, **none** of the applicable products or services will be included in or used to support State systems in a manner prohibited under the Standard.

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PART 5: IMPLEMENTATION/PROJECT MANAGEMENT APPROACH

1. Describe the approach you would recommend for project managing this engagement.

2. Provide a list of the standard project management deliverables that you would normally produce for this type of engagement.

3. **Provide a proposed list of project phases, major milestones, and an implementation time-line. Label this Attachment #4.**

4. What types of difficulties have other clients experienced with implementation of the proposed solution?

5 Describe the experience and qualifications of the Project Manager you would offer as the resource for this engagement. **Provide a copy of their resume and label it Attachment #5.**

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PART 6: TECHNICAL SERVICES

1. Describe the technical services included in your proposal (e.g., business analysis, configuration, testing, implementation, etc.).

2. Provide a list of the standard deliverables for the technical services described above.

3. Provide a description of the roles/services/tasks the State will be expected to cover as part of this engagement. Describe any additional roles/services/tasks that are optional, but would be beneficial for the State to provide.

4. Describe your typical conversion plan to convert data from existing systems to your proposed solution (if applicable).

5. Describe **and attach your typical Implementation Plan (label it Attachment #6)**, which shall include planning for the transition to maintenance and operations.

6. Describe the experience and qualifications of the technical resources proposed for this engagement. **Provide their resume(s) and label them Attachment #7.**

7. Describe the training that is included in your proposal.

8. Describe the system, administrator, and/or user documentation that is included in your proposal.

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PART 7: MAINTENANCE AND SUPPORT SERVICES

1. Provide answers to the questions below regarding your company's Maintenance and Support Services:

Questions	Vendor Response
Service: Customer Phone &/or Email Support	
What is the method for contacting technical support?	
What are the hours of operation for support?	
What is the turnaround time for responses?	
What is the escalation process for support issues?	
Who comprises the support team and what are their qualifications?	
Define your response resolution metrics and how you capture and report them.	
Service: Incident/Security Breach Notification and Process	
Describe your identification and notification process for security breaches.	
Service: Data Management	
Describe how data is stored, retained and	

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backed up (including frequency).	
Service: Hosting	
Describe the hosting service and associated service levels.	

Questions	Vendor Response
Service: Scheduled Maintenance/Downtime	
What is the frequency of scheduled maintenance and downtime?	
What is the notification process for scheduled maintenance and downtime?	
Describe how “maintenance” updates are tested with customers prior to installing them in their live environments.	
Service: System Upgrades	
Are software upgrades provided as part of the software support contract?	
Describe your software upgrade process.	
How often are new versions released?	

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Is documentation and training provided for system upgrades?	
Are there additional costs for upgrades and/or new releases?	
Describe how and when the State will have an opportunity to test system upgrades/releases prior to live installation.	
Describe how the State will validate post installation and how changes will be backed out in the event that a problem is encountered.	

Questions	Vendor Response
Service: Bug Fixes and Minor Enhancements	
Describe the frequency and process for providing, testing, and installing bug fixes and minor enhancements.	
Service: Disaster Recovery	
Describe the disaster recovery services included in this proposal for any non-state hosted services.	

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What is your standard RPO and RTO?	
Describe the plan your company has in place for its own disaster recovery of any sites that may be involved in support of this proposal.	

2. Describe how adherence to your service levels is measured and what remedies you would provide the State when performance doesn't meet the standard?

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PART 8: PRICING

1. Submit pricing for your proposed solution in the table below. Fill in only the lines that are applicable to your proposal. **Insert lines for additional costs, but do not delete or rename any lines in the Table. Total each column and provide a total of all columns in the "Total Implementation, plus 5 Year Costs" box on the next page.**

Cost Type	One Time (Implementation)	Year 1	Year 2	Year 3	Year 4	Year 5
Software						
Enterprise Application: License Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Maintenance &/or License Fee Add-Ons	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subscription cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Storage Limitations and/or Additional Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Database Software: License Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Middleware Tools: License Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Operating System Software: License Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Upgrade Costs for Later Years	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Support and Maintenance Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Implementation Services						
Project Management	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Requirements	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Design (Architect Solution)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Development (Build, Configure or Aggregate)/Testing	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
System Testing	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

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Defect Removal	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Implement/Deploy or Integrate	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Quality Management	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Cost Type	**One Time (Implementation)**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Implementation Services Continued						
Training	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Telecom						$0.00
Bandwidth	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Hardware						$0.00
Computing Hardware	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Storage and Backup Hardware	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Network Hardware	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Facilities/Data Center	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Hosting						$0.00
Hosting Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Base Costs	**$0.00**					

Total Implementation plus Five Year Costs	**$ 0.00**

2. Describe any assumptions you have made in relation to the above cost and pricing information.

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3. Provide pricing information for any volume discounts that are available based on the number of software licenses purchased or support years purchased.

4. Provide pricing for any Functional Requirements marked as “C” (feature is not available in the core solution, but can be provided with customization).

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PART 9: TERMS AND CONDITIONS

Exceptions to the States standard terms, conditions, and templates is strongly discouraged. Accordingly, exceptions may result in a determination that a bidders proposal is not in the best interest of the State. However, if a bidder does wish to take exception to the State's terms, conditions, or templates they must indicate those objections in the table below. Add lines to the table below as needed. The State considers contractor documents the bidder wishes to append to the contract as exceptions.

Clause Location	Exception	Proposed Verbiage
[indicate RFP, exhibit, attachment or addendum, section & page number]	[briefly describe your concern about this clause]	[describe your suggested alternative wording for the clause or your solution]
[indicate RFP, exhibit, attachment or addendum, section & page number]	[briefly describe your concern about this clause]	[describe your suggested alternative wording for the clause or your solution]
[indicate RFP, exhibit, attachment or addendum, section & page number]	[briefly describe your concern about this clause]	[describe your suggested alternative wording for the clause or your solution]

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PART 10: CERTIFICATE OF COMPLIANCE/AUTHORIZED COMPANY SIGNATURE

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 RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.

C. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds $250,000.00.

Self-Reporting. Bidder hereby self-reports the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers, that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

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Subcontractor Reporting. Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

D. **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 Challenge℠ 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.

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- ❑ 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:

_____

_____

_____

E. **Executive Order 02 – 22: Solidarity with the Ukrainian People**

- ❑ By checking this box, Bidder certifies that none of the goods, products, or materials offered in response to this solicitation are Russian-sourced goods or produced by Russian entities. If Bidder is unable to check the box, it shall indicate in the table below which of the applicable offerings are Russian-sourced goods and/or which are

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produced by Russian entities. An additional column is provided for any note or comment that you may have. **INSTRUCTION: REMOVE THIS SECTION IF FUNDING SOURCE PROHIBITS USE OF THIS LANGUAGE AND/OR WILL IMPACT SOV ELIGIBILITY FOR REIMBURSEMENT (I.E. FHWA).**

Provided Equipment or Product	Note or Comment

F. **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.

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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.

For your bid to be considered valid, this Bidder Response Form must be signed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.

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I am authorized to submit a proposal to the State of Vermont in response to this RFP on behalf of my organization. The information provided as part of my organization's response is a true and accurate representation of my organization's ability to meet the State of Vermont's business needs as expressed in this RFP.

Signature:	
Full name:	
Title:	
Company:	
Date:	

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

1. ***Parties.*** This is a contract for services between the State of Vermont, _____ (hereinafter called "State"), and _____, with a principal place of business in _____, (hereinafter called "Contractor"). Contractor's form of business organization is _____. 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 services generally on the subject of _____. Detailed services to be provided by Contractor are described in Attachment A.

3. ***Maximum Amount.*** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed $_____.00.

4. ***Contract Term.*** The period of Contractor's performance shall begin on _____, 20__ and end on _____, 20__.

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 for Convenience.*** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Primary Contacts.** The Parties will keep and maintain current at all times a table of contacts and escalation contacts for this Agreement, that include primary points of contact and reporting structure to the executive leader which are presently as follows:

a. For the Contractor:

Name	Title	Phone	Email
	Primary Point of Contact		

	President of Company		

b. For the State:

Name	Title	Phone	Email
Denise Reilly-Hughes	Secretary and CIO, Agency of Digital Services (ADS)		

9. ***Attachments***. This contract consists of ___ pages including the following attachments which are incorporated herein:

Attachment A – Statement of Work
- Exhibit 1 – State Technical and Functional Requirements
- Exhibit 2 – Preliminary Implementation Master Schedule
- Exhibit 3 – State Third Party Software
- Exhibit 4 – Contractor Software
- Exhibit 5 – State Service Level Terms

Attachment B – Payment Provisions

Attachment C – "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 02/13/2026)

"State of Vermont – Federal Terms Supplement (non-construction)" *Instruction for when to use Section: 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 Terms and Conditions for Information Technology Contracts

Attachment __ – [OTHER DEPARTMENT ATTACHMENTS, AS APPLICABLE]

10. ***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 Other Terms and Conditions for Information Technology Contracts
3) Attachment C (Standard State Provisions for Contracts and Grants)
4) "State of Vermont – Federal Terms Supplement (non-construction)"
5) Attachment A with Exhibits
6) Attachment B
7) List other attachments as applicable

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: _____

Signature: _____

Name: _____

Title: _____

By the Contractor:

Date: _____

Signature: _____

Name: _____

Title: _____

ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED

1. PURPOSE

This Contract sets forth the terms and conditions under which Contractor agrees to provide to the State with a [web-based,] Contractor-supported _____ (the "Solution"). The Solution shall _____.

The Contractor shall provide [development and design services, project and operations management, support and maintenance, consulting, training, engineering and application development , monitoring, support, backup and recovery, change management, technology updates and upgrades and other professional services as described herein] (individually and collectively referred to herein as the "Services"), as necessary for the State's productive use of the Solution as further set forth in this Contract. This Contract specifies the obligations of each party with additional provisions detailed in the attached Attachments and Exhibits.

1.1 EXECUTIVE OVERVIEW OF SERVICES. Provide brief description of solutions being procured and it's use at the State.

2. EXISTING SYSTEMS.

[DESCRIBE]

3. OBJECTIVE

This Contract identifies the tasks required by each party to implement and support the Solution through the following major activities: [development of project management planning documentation; requirements collection and validation, Solution design, data migration, configuration, integration and testing; deployment and training; operations, support, and maintenance services], all as detailed herein.

The project will be executed in phases as described herein.

The successful outcome of the project is defined by the following:

- completed in accordance with this Contract and applicable project management planning documentation;
- Resolution of all material functional and operational deficiencies prior to deployment in the production environment;
- completed within budget;
- configured to meet all specified requirements and needs of the State;
- the Solution meets and adheres to all requirements and timeframes set forth in service level terms set forth herein;
- the Solution is fully documented, including but not limited to requirements specifications, architecture, design, configuration, operational environment and user manuals; and
- trained State staff and stakeholders.

4. PERIOD OF INSTALLATION AND IMPLEMENTATION AND TRAINING

The period of installation and implementation and training shall not exceed _____ months from the date of this Contract. Support and maintenance shall begin [upon Solution deployment] and shall continue through the Contract Term as the same may be extended by the parties.

5. DEFINITIONS. Capitalized terms used in this Contract not specifically defined in the text shall have the following meanings:

(a) **"Certificate of Acceptance"** means written certification, delivered to Contractor and signed by an authorized representative of the State, stating that any Defects in a particular Phase or the Solution discovered after implementation and testing have been corrected as required under this Contract, and that the Phase complies in all material respects with all of the applicable Requirements.

(b) **"Certificate of Completion" means** written certification, delivered to the State and signed by an authorized representative of Contractor, stating that any Defects in a particular Phase or the Solution discovered after implementation, testing and Acceptance have been corrected as required under this Contract, and that the Phase or Solution complies in all material respects with all of the applicable Solution Requirements. The State must provide written acceptance to Contractor of any and all Certificates of Completion for them to become effective.

(c) "**Contractor Personnel**" means and refers to Contractor's employees and employees of Contractor's permitted subcontractors or permitted agents assigned by Contractor to perform Services under this Contract.

(d) **"Defect"** means any failure by the Solution or any Phase or component thereof to conform in any material respect with applicable Requirements.

(e) **"Defect Correction"** means either a modification or addition that, when made or added to the Solution, establishes material conformity of the Solution to the applicable Requirements, or a procedure or routine that, when observed in the regular operation of the Solution, eliminates the practical adverse effect on the State of such nonconformity.

(f) "**Documentation**" means any and all descriptions and specifications of the Requirements included herein or created or developed hereunder, operational, functional and supervisory reference guides, manuals and instructive materials, in whatever form and regardless of the media on which it may be contained, stored or transmitted, which is developed, prepared, used or otherwise available from Contractor and/or Contractor's suppliers, in connection with and applicable to the provision, use, operation and support of the Services hereunder. Documentation shall be sufficient to enable State personnel to understand, operate, use, access, support, maintain, update and modify Services, notwithstanding that Contractor is or may be responsible for any or all of the foregoing obligations. Documentation shall also include all standards applicable to the Services, including those applicable to: (i) Contractor for its own comparable items or services; (ii) the State for its own comparable items or services; and (iii) such standards and guidelines as the parties mutually agree apply to the Services involved.

(g) "**Final Acceptance**" means the issuance of Certificate of Acceptance executed by the State which specifies the mutually agreed upon Go Live Date for the Solution.

(h) "**Facilities**" means the physical premises, locations and operations owned or leased by the State (a "State Facility") or the Contractor (a "Contractor Facility"), and from or through which the Contractor and/or its permitted contractors will provide any Services.

(i) **"Go Live Date."** The date that the all or any part of the entire Solution is first available for use by the State in an operational, non-test environment, utilizing actual production data.

(j) "**Phases."** A particular portion of the Solution, as set forth in the Implementation Master Schedule or as may be modified in accordance with this Contract. Unless modified by written agreement of the parties, the five project Phases are [Solution Definition and Design, Requirements Gathering, Customization, Deployment, Training and Maintenance and Support].

(k) "**Requirements**" means the State's baseline Functional and Technical Requirements attached as Exhibit 1 to Attachment A of this Contract.

(l) "**Service Level**" means the specific level of performance Contractor is required to comply with and adhere to in providing the Services in conformity with the Requirements, consistent with the criteria and parameters specified in this Contract. Service Level Terms are set forth in Exhibit ___ within Attachment A to this Contract.

6. PROJECT MANAGEMENT

The scope of work as detailed below describes the services, deliverables and key assumptions. Contractor will develop an overall project schedule that details the tasks, timelines, and deliverables for the fully integrated solution.

6.1. CONTRACTOR PROJECT MANAGEMENT AND SUPPORT

6.1.1 CONTRACTOR'S PROJECT MANAGER

Contractor will designate an individual to serve as the "**Contractor Project Manager**" who will: (i) be a senior employee within Contractor's organization, with the information, authority and resources available to properly discharge the responsibilities required hereunder; (ii) serve as primary point of contact and the single-point of accountability and responsibility for all Contract-related questions and issues and the provision of Services by Contractor; (iii) have day-to-day responsibility for, and authority to manage, State customer satisfaction; (iv) devote full time and dedicated efforts to managing and coordinating the Services; and (v) be located at State Facilities or such other appropriate location as Contractor and the State may mutually agree.

Contractor's Project Manager shall be responsible for all tasks necessary to manage, oversee, and ensure success of the project. These tasks include documenting requirements, developing and updating project plans, assigning staff, scheduling meetings, developing and publishing status reports, addressing project issues, risks, and change orders, and preparing presentations for the State.

Contractor's project manager shall be responsible for the successful delivery of all Contractor tasks and subtasks defined in the Project Management Plan (as defined herein). Progress will be monitored and plans adjusted, as necessary, in project status meetings. The Project Management

Plan deliverables (for both State and Contractor tasks) shall be updated by the Contractor, subject to review and approval of the State, and reports printed for each status meeting.

Contractor's project manager shall be responsible for developing and implementing the following project management documentation:

Deliverable	Description	Update Frequency
Project Charter	The Project Charter provides basic information about the project. It includes a: Scope Statement (what's in and out of scope); list of Project Deliverables; high level Project Timeline; Key Roles & Responsibilities; known Risks, Assumptions and/or Constraints. It should be signed off on by the State.	Once unless there are changes
Project Management Plan	The Project Management Plan will dictate specifics on how the Contractor Project Manager will administer the project and will include the following documentation: 1. Change Management Plan (will dictate how changes will be handled including any Service level terms on over/under estimates) 2. Communication Management Plan (will dictate what will be communicated, to who, and how often) 3. Requirements Management Plan (will dictate the approach that the requirements will be gathered, approved, and maintained) 4. Human Resources Management Plan (will dictate what resources will be assigned to the project, for how long, under what allocation, who they report to, and how to handle changes to the resource plan) 5. Procurement Management Plan (will dictate how the vendor(s) will interact with the project and expectations regarding vendor relations with State resources) 6. Quality Management Plan (will dictate the quality controls over the work being done on the project as well as determine Key Performance Indicators – this document is not limited to deliverables) 7. Risk and Issues Management Plan (will dictate how risks and issues will be managed over the course of the project) 8. Scope Management Plan (will dictate how the scope will be maintained to prevent "scope creep")	

Formal Acceptance Criteria	Criteria that establishes what the acceptance and rejection criteria of each document on this list.	
Formal Acceptance Sign Off	Obtain sign-off at the completion of each project deliverable as defined by the formal acceptance criteria.	
Change Requests	Formal document which outlines any changes to the Contract scope, schedule, budget, and resources.	
Change Requests Log	Tracks the specific change requests approved and their impact to the project scope, budget and schedule.	
Budget Log	Outlines original Contract costs by deliverable with billed and paid-to-date information.	
Risk Log	A log of all risks (opened or closed) that could impact the project. Risks should be outlined by their impact and their potential to occur. All risks should have an owner.	
Issue/Action Items/Decision Log	A Log of open and resolved/completed Issues. Issues should be outlined by their impact, owner, date of occurrence, and remediation strategy.	
Decision Log	A log of all decisions made over the course of the project. Decisions should have a date and name of decider.	
Requirements Documents	Finalized list of the project requirements to be approved by the State. The approach is dictated by the Requirements Management Plan (see Project Management Plan), and can include: • Stated requirements document (SRD): The SRD contains current state process flows, user stories, and business rules and states the business need at a high level. • Business requirements document (BRD): The BRD contains a medium level of requirements as well as required metrics of project success. • Functional requirements document (FRD): The FRD contains detailed requirements that can be handed off to the Contractor for execution.	
Test Plans	A description of the testing approach, participants, sequence of testing and testing preparations	Once
Test Cases & Results	The specific test cases to be tested and the testing results. Test Cases tie back to the project requirements (to ensure each one has been met).	Create once then update with Results
Implementation Master Schedule	The IMS outlines how the project will go-live and will include a mini-project plan for the exact events that need to occur assigned to the resources that	Once per implementation

	need to do them and the timeframe for when they need to get done. (See Section 4.4 for more detail.)	
Project Status Reports	Provides an update on the project health, accomplishments, upcoming tasks, risks and significant issues. The Status Report and the project color being report shall be developed in consultation with the State business lead and State project manager, as set forth in greater detail in Section 4.2.2.	Weekly
Project Phase Audit/Gate Check	At the end of each Phase, the Contractor Project Manager shall submit an audit of all deliverables and milestones achieved during the Phase to the State Project manager for review.	Once per phase.
Meeting Agenda/ Minutes	All scheduled meetings will have an agenda and minutes. The minutes shall contain risk issues, action items, and decision logs. Minutes shall be transcribed over to the main logs.	Per occurrence
End of Project Metrics	These are metrics that reflect how well the project was performed. Metrics will be outlined in the Quality Management Plan	
Lessons Learned	A compilation of the lessons learned having 20/20 hindsight. Lessons learned shall be delivered in an Excel template and collected from each of the State and Contractor project team members to get a full 360 degree view of the project in retrospect.	Once
Closeout Report	This report will include all the lessons learned, project metrics, and a summary of the project's implementation and outcome in operation.	Once

Contractor shall use State templates for the foregoing, unless otherwise approved by the State. The State Project Manager shall be responsible for the review and acceptance of project management documentation.

Contractor's project manager shall assist the State's project manager (upon request) in creating materials for periodic presentations to State project sponsors and key stakeholders. Contractor's project manager may be required to present information to, and answer questions from, State stakeholders at these presentations.

6.1.2 PROJECT MANAGEMENT AND SUPPORT

The Contractor will apply PMI (Project Management Institute's PMBOK) principles to ensure on-time and within-budget delivery of the Solution, while meeting all of the Requirements in this Contract. The State will approve all project management methods and tools used during the project. These project management methods and tools are considered project deliverables.

6.1.3 KEY PROJECT STAFF

Contractor will perform and support the Services consistent with this Contract and the Solution Requirements. Contractor Personnel will be properly educated, trained and qualified for the Services they are to perform and Contractor will put appropriate training in place to meet initial

and ongoing training requirements of Contractor Personnel assigned to perform Services.

(a) Contractor shall be responsible, at its own cost and expense, for any and all recruitment, hiring, Contractor-specific training, education and orientation for all Contractor Personnel assigned or to be assigned to perform Services or support the Requirements.

(b) All Contractor Personnel, in addition to any Contractor security policies and procedures, shall be required to comply with the security requirements in this Contract

(c) Contractor shall conduct its hiring process in compliance with all applicable Federal and State laws to include, but not be limited to, anti-discrimination laws.

(i) **Eligibility for Employment:** Contractor shall verify that all prospective employees are eligible for employment in the United States.

(ii) **Criminal Records:** Contractor or an agent of Contractor shall perform criminal background checks on all prospective employees utilizing a national criminal database acceptable to the State. Before any Contractor Personnel begin work on the Services x) such background check shall have returned a "no record" result or, y) to the extent that the result revealed that a felony record or records exist for a given individual, the associated conviction(s) shall be unrelated to the work to be performed as specified under the Equal Employment Opportunities Commission's EEOC Enforcement Guidance regarding the employment of convicted felons issued April 25, 2012. Contractor shall provide the State with notice of proposed Contractor Personnel with felony or misdemeanor convictions that involve a crime against a person; a crime involving the use or misuse of computer network; a crime involving weapons, explosives or arson; a crime involving trade secret/proprietary information; a crime involving theft, dishonesty, embezzlement, breach of fiduciary duty, identity theft, or other financial-related crimes; a felony conviction for drug possession; or a crime involving the distribution or trafficking of illegal drugs and/or controlled substances.

(d) All Contractor Personnel providing or assigned to provide Services or otherwise in a position to obtain or have access to State Information, shall execute a non-disclosure agreement in a form acceptable to the State.

(e) The timing for transfer, reassignment or replacement of Contractor Personnel will be coordinated with requirements for timing and other elements of the Services so as to maintain continuity in the performance of the Services and avoid interruption or disruption to the Services or any failures to maintain Service Levels.

Contractor shall assign the following Contractor staff ("Key Project Staff"), to meet the Requirements of this Contract:

[INSERT]

Contractor will cause the Contractor Personnel filling the Key Project Staff positions to devote full time and dedicated effort to the provision of the Services and the achievement of Service Levels required for the Services, unless a lesser allocation during certain Project Phases may be agreed in writing.

6.1.5 KEY PROJECT STAFF CHANGES

Contractor shall not change the project assignment of _____, _____, and _____ for the period of project implementation.

Contractor shall not change other members of Key Project Staff without providing the State written justification, a comprehensive transition plan and obtaining prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld.

The replacement of Key Project Staff shall have comparable or greater skills and applied experience than being replaced and be subject to reference and background checks described above. If Contractor removes Key Project Staff for any reason without the State's approval, Contractor agrees to replace the new Key Project Staff member if performance is unacceptable to State and provide the first thirty (30) days of a replacement resource with equivalent skill at no charge.

Notwithstanding the foregoing, the State acknowledges that Key Project Staff may become unavailable due to termination of employment for any reason, through disability or death, illness, or through leave of absence such as FMLA or National Guard duty for example. In such circumstances, Contractor shall promptly notify the State in writing of the impending or actual departure of any Key Personnel and of the qualifications and identity of proposed replacement Key Project Staff. The State has the right to reasonably disapprove of any replacement Key Project Staff.

6.1.6 CONTROL OF CONTRACTOR PERSONNEL**.** Contractor shall be fully responsible for the management, compensation, and performance of all Contractor Personnel, and the filing of any and all returns and reports and the withholding and/or payment of all applicable federal, State, and local wage tax, or employment-related taxes, including, but not limited to, income taxes, gross receipt taxes, taxes measured by income, social security taxes, and unemployment taxes for Contractor and Contractor's employees. Notwithstanding the foregoing, Contractor's employees shall adhere to the State's policies and procedures, of which Contractor is made aware while on State Premises, and shall behave and perform in a professional manner. The State, may, in its reasonable discretion, require Contractor to replace any Contractor Personnel, including but not limited to Key Project Staff, working hereunder who does not adhere to, behave, and perform consistent with the State's policies and procedures, or otherwise engages in unprofessional or unethical conduct, or abuses any illegal substance or alcohol, or engages in illegal activities or consistently underperforms. The State shall provide written notice to Contractor of the requirement of replacement, or with whom there are irresolvable personality conflicts. Contractor shall use reasonable efforts to promptly and expeditiously replace Key Project Staff and replace all other personnel within fifteen (15) business days of receipt of the written notice unless otherwise mutually agreed. The State's right to request replacement of Contractor personnel hereunder relates solely to the removal of individuals from work on this Contract with the State and does not create an employment relationship. Nothing in this Contract authorizes the State to direct the Contractor's termination of the employment of any individual.

6.1.7 CONTRACTOR THIRD PARTY CONTRACTS**.** The State acknowledges and understands that Contractor will enter into third party contracts with the following Contractor subcontractors: (i) _____ for _____; (ii) _____ for _____; and (iii) _____ for the performance of Services hereunder. Contractor shall deliver a copy of all such third party contracts to the State for review upon request. The State hereby consents to the use by Contractor of these subcontractors, provided however that any such consent is not deemed acceptance of the terms of any subcontracts by the State.

6.2. PROJECT PLANNING

The State and Contractor Project Managers will arrange for kick-off dates and procedures for managing the project – such as reporting status and resolving issues. This will provide an opportunity to introduce all key members of the project teams and walk through the project management plan and key milestones.

6.2.1. MEETING PROTOCOLS

For regular weekly project status meetings, Contractor's Project Manager shall provide a meeting agenda and any handouts at least one business day in advance of the scheduled meeting.

6.2.2. PROJECT DOCUMENT STORAGE

The Contractor will establish a SharePoint site, or some other collaboration mechanism, that is accessible to the Contractor and the State. This will provide a common area for Contractor's project documents, artifacts, and deliverables. Access to all SharePoint sites (or other medium of collaboration) and all project material contained therein shall be delivered to the State upon completion of the project.

6.2.3. STATUS REPORTS

Contractor's Project Manager shall provide project documentation and collaboration to meet the State's vendor reporting requirements. If requested, the Contractor shall use the State's Status Report template. If no template is provided to the Contractor, the status information shall include, at a minimum: all planned tasks accomplished for the reporting period planned tasks that are incomplete, or behind schedule in the previous week (with reasons given for those behind schedule); all tasks planned for the upcoming two weeks; an updated status of tasks (entered into the Master Project Work Plan and attached to the status report – e.g., percent completed, resources assigned to tasks, etc.); and the status of any corrective actions undertaken. The report will also contain items such as the current status of the project's technical progress and contractual obligations; achievements to date; risk management activities; unresolved issues; requirements to resolve unresolved issues; action items; problems; installation and maintenance results; and significant changes to Contractor's organization or method of operation, to the project management team, or to the deliverable schedule, where applicable. For all project services performed on a time and materials basis, as provided herein, the Contractor shall also provide details on staff hours, cost per activity, all expenditures and a summary of services performed for the reporting period.

The State Project Manager and Contractor's Project Manager will come to agreement on the exact format of the project documentation and collaboration reports, at or before the project kick-off meeting.

Each report shall include a project dashboard at the top outlining the overall status of the project in terms of the standard triple constraint: cost, time, resources (using a legend or icon of green, yellow, and red based upon the following definitions):

- Green – on track to deliver committed scope by committed deadline with committed resources/funding.
- Yellow – not on track to deliver committed scope by committed deadline with committed resources/funding, but have a plan to get back to green.

- Red – not on track and currently do not have a plan to get back to green. Need project management intervention or assistance.

In the event of yellow or red overall project status, there should be a specific task(s) and/or issue(s) identified as yellow or red which are the root cause of the overall project status being yellow or red. These items shall be presented in sufficient detail to determine the root-cause. The Status Report shall provide a link to the Risks and Issues Log for more detail.

The report shall include a budget section outlining original contract costs by deliverable with billed and paid-to-date information by deliverable and in total.

6.3 IMPLEMENTATION MASTER SCHEDULE

The Contractor has compiled a preliminary "baseline" implementation master schedule ("IMS") using the best available knowledge at the time of Contract signing which is attached to this Attachment A as Exhibit 2. The Contractor shall update the IMS after execution of this Contract during the Project Development as required pursuant to the terms herein (e.g., updated tasks and task descriptions, updated meeting dates, updated resource assignments, updated milestone dates). Any such changes shall be communicated in writing by the Contractor to the State Contract Manager by executing a new or revised IMS or other documentation acceptable to the State. Such changes are subject to State review and approval. The parties shall work together to implement the IMS changes in accordance with the terms of this Contract; provided, however, in no event shall revisions to the IMS be deemed to amend this Contract. Changes to project scope, term or maximum amount shall require a Contract amendment.

The IMS is an ongoing tool for anticipating and tracking changes to expectations for all project tasks, deliverables and milestones. The complete IMS is an integrated plan – that is, it includes actions and deliverables from all project areas – both Contractor and State. The complete IMS, which includes the detailed tasks and milestones, shall reside in [Microsoft Project (.mpp) format (Version 2007 or higher)] and will be shared in the ongoing communication meetings to discuss changes. State shall sign off on all deliverables from each Phase of the IMS before subsequent phase work is initiated. Once sign off is complete, Contractor and State will assess readiness to proceed with next phase.

7. SCOPE OF SERVICES.

7.1 DESCRIPTION OF SERVICES. Contractor agrees to provide and shall perform the Services described herein in accordance with and subject to the terms and conditions set forth in this Contract.

7.2 **Project Major Phases** **[DESCRIBE PROJECT PHASES AND DELIVERABLES FOR EACH PHASE; THIS SECTION SHOULD INCLUDE PAYMENT MILESTONES WHICH ARE THEN REITERATED IN ATTACHMENT B WITH PAYMENT AMOUNTS]**

The Contractor shall, at a minimum, provide State access to a [web-based] Solution that meets the tools and functionality requirements of the State set forth in Exhibit 1 to this Attachment A. Contractor shall use system development and configuration control methodologies and the desirable sequence of project major Phases as described herein. Estimated dates in the following table shall be finalized in the IMS as described in Section 6.3, "Implementation Master Schedule."

PHASE	ESTIMATED DATES	PHASE DESCRIPTION
[Initiation]		Kick-off meeting, Planning and preparation of project management planning documentation.
[Requirements Gathering]		Contractor performs necessary requirements gathering to finalize functional and technical requirements and identify gaps between State requirements and Solution capabilities.
[Implementation]		Contractor installs and configures the Solution in a Test environment.
[Testing]		State subject matter experts perform Solution testing in in a test (not live) environment accordance with Contractor-developed Test plans.
[Training]		Contractor performs training of State personnel (train the trainer or train the user).
[Legacy Data Migration]		Contractor shall perform all necessary legacy data migrations using State-approved migration plan and data mapping templates.
[Deployment]		Contractor implements the tested and State-approved Solution in the production environment for additional State testing and Go-Live.
[Post-Implementation Support]		Contractor to provide Post Implementation Support.

7.3. **State-Caused Delays.** Contractor acknowledges that the State may not be able to meet the time frames specified in an IMS or that the State may determine that it is necessary to delay and/or modify the timing and sequencing of the implementation as provided in the IMS. While the State is committed to the project and shall use reasonable efforts to provide staff and resources necessary to satisfy all such time frames, the State shall not be held responsible or deemed in default for any delays in Solution implementation provided the State uses its reasonable efforts to accomplish its designated responsibilities and obligations as set forth in the IMS. In addition, the State may, at its option, delay implementation and installation of the Solution, or any part thereof. Notwithstanding any provision to the contrary, if the State Significantly Delays implementation of the Solution, either party may make a Change Request in accordance with Section 10, "Change Order Process," and, if required, an amendment to this Contract. Contractor agrees to adjust the IMS and Payment Milestones deadlines to take into account any State-caused delays; provided, however, that Contractor shall continue to perform any and all activities not affected by such State-caused delay. In the event the State's adjustment to the IMS causes Contractor scheduling conflicts or personnel unavailability, the State and Contractor shall prepare a revised mutually agreeable IMS which may delay the commencement and completion dates of the project and shall take into consideration the readjusted time frames and any necessary resequencing of the

activities. Such readjustment, rescheduling or modification of the Project shall be at no additional cost to the State if the delays are less than or equal to thirty (30) days.

For purposes of this Section, a "Significant Delay" shall mean any delay that in itself will cause a slippage of thirty (30) calendar days or more in a Go Live date.

7.4 **Third Party Resources**. From time to time State may request that Contractor obtain and provide to the State, at the State's expense, third party Resources related to the Services but outside the scope of what Contractor is then obligated to provide hereunder, including the benefit of any volume purchasing discounts, pricing or terms available to the State or its supplier. Contractor shall notify the State at the time of any such request of any relationships Contractor may have with such suppliers that may be of benefit to the State in this respect. To the extent that State may have a more favorable relationship with any third party supplier, upon notice from State, Contractor agrees to consider such Resources from State's designated supplier. Contractor will not add an administrative fee or other markup to any third party Resources it procures on behalf of or for the benefit of State and the Services provided hereunder.

7.5 **State Third Party Software.** A list of all Third Party Software licensed by the State for purposes of Contractor's performance of the Services is attached to this Attachment A as Exhibit 3. Contractor will assume operational and financial responsibility for such Third Party Software and any related maintenance obligations to the same extent as if Contractor were the licensee of such Third Party Software. Contractor will cease use of such Third Party Software upon expiration or termination of this Contract.

8. ACCEPTANCE

8.1. **Acceptance Testing by the State Following Implementation.** After Contractor provides written notice to the State that it has completed a Phase of the Solution, the State shall, in accordance with the Formal Acceptance Criteria agreed by the parties, and with full cooperation and assistance from Contractor, conduct all such inspections and tests of the Phase as the State may deem necessary or appropriate to determine whether any Defects exist in the Phase as implemented and whether the Phase as installed materially complies with all of the Installation Test Specifications and Phase specifications as set forth in the Requirements and detailed IMS. Such inspections and tests shall be over a duration mutually agreed upon by the State and Contractor, per Phase, from the date a notice of completion is issued (the "Acceptance Period"). Contractor shall correct all Defects during the Acceptance Period, demonstrate to the State that correction of such Defects has been made, and after so demonstrating correction, shall issue to the State a written Certificate of Completion indicating that no Defects are known to exist in the Phase and/or Solution. The State shall be deemed to have accepted and approved the particular Phase or Solution only upon the State's delivery to Contractor of a signed, written Certificate of Acceptance indicating that the Phase or the Solution, as the case may be, as completed, materially performs in accordance with the Requirements.

If at the end of the Acceptance Period, the State has not issued a signed Certificate of Acceptance to Contractor for that Phase or the Solution, the State may, in its sole discretion, extend the Acceptance Period; provided, however, that the State shall respond within five (5) business days of a written request by Contractor issued after the end of the original Acceptance Period to provide Contractor with the State's status of approval or disapproval for that Phase or the Solution. Any rejection must be in writing and specify the reason for the rejection and must be based upon the

continued existence of a Defect in the Phase or Solution or failure of the Phase or Solution to materially perform in accordance with the Requirements. The Certificate of Acceptance shall not be unreasonably withheld by the State. If a Certificate of Acceptance for a Phase or the Solution is signed and delivered by the State, Contractor shall sign said Certificate, with both parties receiving a copy thereof.

9. THIRD PARTY COOPERATION

The State may hire other independent contractors as it may require to assist with the project. Contractor will cooperate with the State and the third party, including provision of: (i) written Documentation requested by the State; (ii) commercially reasonable assistance and support services to such third party; and (iii) reasonable access to Contractor as necessary for such third parties to perform their work. The State shall use reasonable efforts to require such third parties to comply with Contractor's reasonable requirements regarding confidentiality, operations, standards, and security. Contractor shall support and maintain such third party work product, provided the service provider complies with any Documentation applicable to Contractor in respect of the Services involved.

10. CONTRACT/PROJECT CHANGE ORDER PROCESS

[NOTE: AS EXPLAINED HEREIN, THIS SECTION IS NOT APPLICABLE FOR ANY AND EVERY RFP AND SHOULD BE DELETED AS APPROPRIATE]

For projects involving IT Implementation services, where frequent and/or multiple minor changes to the project schedule or deliverables are anticipated, the following process may be utilized to effectuate such minor changes without undue project delays ("Change Orders").
Changes to a Contract during its term may incur additional costs and possible delays relative to the project schedule, or may result in less cost to the State (for example, the State decides it no longer needs a deliverable in whole or part) or less effort on the part of a selected vendor. A Change Order shall define the effort involved in implementing the change, the total cost or associated savings to the State, of implementing the change, and the effect, if any, of implementing the change on the project schedule.

Any change that alters the essential terms of the original contract, including any change that expands or decreases the statement of work, the contract duration, the payment terms and/or the contract maximum amount, shall require a Contract Amendment in accordance with State contracting policies and procedures. Under no circumstances may a Change Order be used where a Contract Amendment is otherwise required pursuant to the Contract Amendments, Approval and Execution process set forth in State Administrative Bulletin 3.5.

Change Orders will be developed jointly and every effort will be made to adhere to the approved Project Plan. The Project Manager for the State and the Project Manager for a Contractor will decide whether a Change Order is necessary. If a Change Order is necessary, the Project Manager for requesting party will prepare a Change Order Request detailing the impacts on scope, schedule, deliverables, resources, and cost. The Change Order Request must be submitted to the non-requesting party for review. The non-requesting party will make its best efforts to either approve or deny the Change Order in writing within (10) business days. In no event shall any delay in the approval or denial of a Change Request constitute a deemed approval by the State.

The State will not pay for the effort involved in developing a Change Order. The Contractor shall bear the cost of estimating the cost or savings, time, and Contractor resources required to implement all Change Order Requests forthcoming from the State during the course of the Project.

All Change Orders that are mutually agreed upon must:

a. be in writing and describe, with specific reference to the applicable section(s) of the contract, what is being added, deleted or otherwise modified;
b. be signed by both the State and the Contractor;
c. include the original contract number and a sequential Change Order number;
d. include Contractor certifications regarding Taxes, Debarment, and Child Support, as detailed in State Administrative Bulletin 3.5, Section XIII(A)(c); and
e. be consolidated into a formal Contract Amendment whenever an amendment would otherwise be required by State Administrative Bulletin 3.5.

ATTACHMENT B
PAYMENT PROVISIONS

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

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
    a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
    b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract. Invoices will be submitted within (5) five business days of the date the invoice was created.
4. Invoices shall be submitted to the State at the following address: _____
5. Contractor shall submit invoices to the State upon State Acceptance of a deliverable in accordance with the schedule for delivered products, or rates for services performed set forth below:

- Specify Milestone Deliverable Payment Schedule, retainage (if any) and release point(s).
- Hardware/Software
- Monthly Services
- Other Included Services
- Optional Services
- Withheld Amount

6. EXPENSES: The fee for services shall be inclusive of Contractor expenses.

    RETAINAGE: At the discretion of the State, _____% of the total amount payable will be withheld from invoice payments until satisfactory completion of deliverables or final acceptance The State will notify the Contractor when acceptable to provide the State with a separate invoice for the withheld retainage.

DESCRIBE how retainage will be structured.

ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED FEBRUARY 13, 2026

"Attachment C: Standard State Provisions for Contracts and Grants" (revision version dated February 13, 2026) 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 SYSTEM IMPLEMENTATION

TERMS AND CONDITIONS (rev. 12/09/2025)

1. NO SUBSEQUENT, UNILATERAL MODIFICATION OF TERMS BY CONTRACTOR

Notwithstanding any other provision or other unilateral license terms which may be issued by Contractor during the Term of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for the products and services being purchased by the State, as applicable, the components of which are licensed under the Contractor Documents, or the fact that such other agreement may be affixed to or accompany the products and services being purchased by the State, as applicable, upon delivery, the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

2. TERM OF CONTRACTOR'S DOCUMENTS; PAYMENT TERMS

Contractor acknowledges and agrees that, to the extent a Contractor Document provides for alternate term or termination provisions, including automatic renewals, such sections shall be waived and shall have no force and effect. All Contractor Documents shall run concurrently with the term of this Contract; provided, however, to the extent the State has purchased a perpetual license to use the Contractor's software, hardware or other services, such license shall remain in place unless expressly terminated in accordance with the terms of this Contract. Contractor acknowledges and agrees that, to the extent a Contractor Document provides for payment terms which differ from the payment terms set forth in Attachment B, such sections shall be waived and shall have no force and effect and the terms in Attachment B shall govern.

3. OWNERSHIP AND LICENSE IN DELIVERABLES

3.1 Contractor Intellectual Property.

As between the parties, and subject to the terms and conditions of this Contract, Contractor and its third-party suppliers will retain ownership of all intellectual property rights in the [System], and any and all derivative works made to the [System] or any part thereof, as well as all Work Product provided to the State ("**Contractor Proprietary Technology**"). The State acquires no rights to Contractor Proprietary Technology except for the licensed interests granted under this Contract. The term "**Work Product**" means all other materials, reports, manuals, visual aids, documentation, ideas, concepts, techniques, inventions, processes, or works of authorship developed, provided or created by Contractor or its employees or contractors during the course of performing work for the State (excluding any State Data or derivative works thereof and excluding any output from the [System] generated by the State's use of the [System], including without limitation, reports, graphs, charts and modified State Data, but expressly including any form templates of such reports, graphs or charts by themselves that do not include the State Data).

Title, ownership rights, and all Intellectual Property Rights in and to the [System] will remain the sole property of Contractor or its suppliers. The State acknowledges that the source code is not covered by any license hereunder and will not be provided by Contractor. Except as set forth in this Contract, no right or implied license or right of any kind is granted to the State

regarding the [System] or any part thereof. Nothing in this Contract confers upon either party any right to use the other party's trade names and trademarks, except for permitted license use in accordance with this Contract. All use of such marks by either party will inure to the benefit of the owner of such marks, use of which will be subject to specifications controlled by the owner.

3.2 State Intellectual Property; User Name

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 collect, access or 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.

4. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

4.1 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.

4.2 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.

5. SECURITY OF STATE INFORMATION

5.1 Security Standards. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates 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 the latest version of NIST *Special Publication 800-53* 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, but not be limited to, encryption at rest and 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.

5.2 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.

5.3 Security Policies. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure, and will have provided a copy of such policy to the State. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

5.4 Operations Security. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor shall cause an SSAE 18 SOC 2 Type 2 audit report to be conducted annually. The audit results and the Contractor's plan for addressing or resolution of the audit results shall be shared with the State within sixty (60) days of the Contractor's receipt of the audit results. Further, on an annual basis, within 90 days of the end of the Contractor's fiscal year, the Contractor shall transmit its annual audited financial statements to the State.

5.5 Redundant Back-Up. The Contractor shall maintain a fully redundant backup data center geographically separated from its main data center that maintains near realtime replication of data from the main data center. The Contractor's back-up policies shall be made available to the State upon request. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

5.6 Vulnerability Testing. The Contractor shall run quarterly vulnerability assessments and promptly report results to the State. Contractor shall remediate all critical issues within 15 days, all high issues within 30 days, all medium issues within 60 days and low issues within 90 days. Contractor shall obtain written State approval for any exceptions. Once remediation is complete, Contractor shall re-perform the test.

6. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

6.1 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 outstanding 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 Deliverables 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 Deliverables 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.

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

(i) All Deliverables will be free from material errors and shall perform in accordance with the specifications therefor for a period of at least one year.

(ii) Contractor will provide to the State commercially reasonable continuous and uninterrupted access to the Service, and will not interfere with the State's access to and use of the Service during the term of this Contract;

(iii) The Service is compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its documentation;

(iv) 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.

(v) All Deliverables supplied by the Contractor to the State shall be transferred free and clear of any and all restrictions on the conditions of transfer, modification, licensing, sublicensing and free and clear of any and all leins, claims, mortgages, security interests, liabilities and encumbrances or any kind.

(vi) 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.

(vii) 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.

6.3 Limitation on Disclaimer. The express warranties set forth in this Contract shall be in lieu of all other warranties, express or implied.

6.4 Effect of Breach of Warranty. If, at any time during the term of this Contract, software or the results of Contractor's work fail to perform according to any warranty of Contractor under this Contract, the State shall promptly notify Contractor in writing of such alleged nonconformance, and Contractor shall, at its own expense and without limiting any other rights or remedies of the State hereunder, re-perform or replace any services that the State has determined to be unsatisfactory in its reasonable discretion. Alternatively, with State consent, the Contractor may refund of all amounts paid by State for the nonconforming deliverable or service

7. TRADE SECRET, PATENT AND COPYRIGHT INFRINGEMENT

The State shall not be deemed to waive any of its rights or remedies at law or in equity in the event of Contractor's trade secret, patent and/or copyright infringement.

8. REMEDIES FOR DEFAULT; NO WAIVER OF REMEDIES

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.

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other under this Contract shall impair any such right, power or remedy, or shall be construed as a waiver of any such right, power or remedy, nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

9. NO ASSUMPTION OF COSTS

Any requirement that the State defend or indemnify Contractor or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or license verification costs of Contractor, is hereby deleted from the Contractor Documents.

10. TERMINATION

Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to the State all State information, State Intellectual Property or State Data (including without limitation any Deliverables for which State has made payment in whole or in part) ("State Materials"), 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.

In the event the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, the Contractor shall immediately return all State Materials to State control; including, but not limited to, making all necessary access to applicable remote systems available to the State for purposes of downloading all State Materials.

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 Materials are to be transferred in connection with termination. Contractor shall assist the State in exporting and extracting the State Materials, 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.

11. ACCESS TO STATE DATA:

The State may import or export State Materials in part or in whole at its sole discretion at any time (24 hours a day, seven (7) days a week, 365 days a year), during the term of this Contract or for up to [three (3) months] after the Term (so long as the State Materials remain in the Contractor's possession) without interference from the Contractor in a format usable without the Service and in an agreed-upon file format and medium at no additional cost to the State.

The Contractor must allow the State access to information such as system logs and latency statistics that affect its State Materials and or processes.

The Contractor's policies regarding the retrieval of data upon the termination of services have been made available to the State upon execution of this Contract under separate cover. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

12. AUDIT RIGHTS

Contractor will maintain and cause its permitted contractors to maintain a complete audit trail of all transactions and activities, financial and non-financial, in connection with this Contract. Contractor will provide to the State, its internal or external auditors, clients, inspectors, regulators and other designated representatives, at reasonable times (and in the case of State or federal regulators, at any time required by such regulators) access to Contractor personnel and to any and all Contractor facilities or where the required information, data and records are maintained, for the purpose of performing audits and inspections (including unannounced and random audits) of Contractor and/or Contractor personnel and/or any or all of the records, data and information applicable to this Contract.

At a minimum, such audits, inspections and access shall be conducted to the extent permitted or required by any laws applicable to the State or Contractor (or such higher or more rigorous standards, if any, as State or Contractor applies to its own similar businesses, operations or activities), to (i) verify the accuracy of charges and invoices; (ii) verify the integrity of State Data and examine the systems that process, store, maintain, support and transmit that data; (iii) examine and verify Contractor's and/or its permitted contractors' operations and security procedures and controls; (iv) examine and verify Contractor's and/or its permitted contractors' disaster recovery planning and testing, business resumption and continuity planning and testing, contingency arrangements and insurance coverage; and (v) examine Contractor's and/or its permitted contractors' performance of the Services including audits of: (1) practices and procedures; (2) systems, communications and information technology; (3) general controls and physical and data/information security practices and procedures; (4) quality initiatives and quality assurance, (5) contingency and continuity planning, disaster recovery and back-up procedures for processes, resources and data; (6) Contractor's and/or its permitted contractors' efficiency and costs in performing Services; (7) compliance with the terms of this Contract and applicable laws, and (9) any other matters reasonably requested by the State. Contractor shall provide and cause its permitted contractors to provide full cooperation to such auditors, inspectors, regulators and representatives in connection with audit functions and with regard to examinations by regulatory authorities, including the installation and operation of audit software.

13. DESTRUCTION OF STATE DATA

At any time during the term of this Contract within (i) thirty days of the State's written request or (ii) [three (3) months] of termination or expiration of this Contract for any reason, and in any event after the State has had an opportunity to export and recover the State Materials, Contractor shall at its own expense securely destroy and erase from all systems it directly or indirectly uses or

controls all tangible or intangible forms of the State Materials, in whole or in part, and all copies thereof except such records as are required by law. The destruction of State Data and State Intellectual Property shall be performed according to National Institute of Standards and Technology (NIST) approved methods. Contractor shall certify in writing to the State that such State Data has been disposed of securely. To the extent that any applicable law prevents Contractor from destroying or erasing State Materials as set forth herein, Contractor shall retain, in its then current state, all such State Materials then within its right of control or possession in accordance with the confidentiality, security and other requirements of this Contract, and perform its obligations under this section as soon as such law no longer prevents it from doing so.

Further, upon the relocation of State Data, Contractor shall securely dispose of such copies from the former data location 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.

14. CONTRACTOR BANKRUPTCY.

Contractor acknowledges that if Contractor, as a debtor in possession, or a trustee in bankruptcy in a case under Section 365(n) of Title 11, United States Code (the "Bankruptcy Code"), rejects this Contract, the State may elect to retain its rights under this Contract as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the State to Contractor or the Bankruptcy Trustee, Contractor or such Bankruptcy Trustee shall not interfere with the rights of the State as provided in this Contract, including the right to obtain the State Intellectual Property.

ATTACHMENT E

BUSINESS ASSOCIATE agreement (VT ADS/AHS)
REVISED May 20, 2026

SOV CONTRACTOR OR VENDOR (*CONTRACTOR BUSINESS ASSOCIATE*):
_____

SOV CONTRACT NUMBER:_____ DATE OF CONTRACT: _____

THIS BUSINESS ASSOCIATE AGREEMENT ("AGREEMENT") IS ENTERED INTO BY AND BETWEEN THE STATE OF VERMONT AGENCY OF DIGITAL SERVICES AS A BUSINESS ASSOCIATE ("ADS") OF THE STATE OF VERMONT AGENCY OF HUMAN SERVICES ("COVERED ENTITY") (TOGETHER "THE STATE") AND THE PARTY IDENTIFIED IN THIS AGREEMENT ABOVE AS CONTRACTOR OR VENDOR ("CONTRACTOR BUSINESS ASSOCIATE"). THIS AGREEMENT SUPPLEMENTS AND IS MADE A PART OF THE CONTRACT IDENTIFIED ABOVE ("CONTRACT").

ADS and Contractor Business Associate enter into this Agreement to comply with the Business Associate Agreement between Covered Entity and ADS, and with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 ("Privacy Rule"), and the Security Standards, at 45 CFR Parts 160 and 164 ("Security Rule"), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations. Terms defined in this Agreement are italicized. Unless otherwise specified, when used in this Agreement, defined terms used in the singular shall be understood if appropriate in their context to include the plural when applicable.

"*ADS Vendor Manager*" means that person designated in the Contract as the *ADS Vendor Manager*, or such person who is subsequently designated in writing by ADS to the *Contractor Business Associate*. The *ADS Vendor Manager* is not authorized to enter into Contract amendments on behalf of ADS or the State."

"*Agent*" means an *Individual* acting within the scope of the agency of the *Contractor Business Associate*, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c) and includes Workforce members and *Subcontractors*.

"*Breach*" means the acquisition, Access, Use or Disclosure of *Protected Health Information* (*PHI*) which compromises the Security or privacy of the *PHI*, except as excluded in the definition of *Breach* in 45 CFR § 164.402.

"*Business Associate*" shall have the meaning given for "Business Associate" in 45 CFR § 160.103.

"*Contractor Business Associate*" shall have the meaning given for "Business Associate" in 45 CFR § 160.103 and means Vendor and includes its Workforce, *Agents* and *Subcontractors*.

"*Electronic PHI*" shall mean *PHI* created, received, maintained or transmitted electronically in accordance with 45 CFR § 160.103.

"*Individual*" includes a Person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

"*Protected Health Information*" ("*PHI*") shall have the meaning given in 45 CFR § 160.103, limited to the *PHI* created or received by *Contractor Business Associate* from or on behalf of ADS or Covered Entity.

"*Required by Law*" means a mandate contained in law that compels an entity to make a use or disclosure of *PHI* and that is enforceable in a court of law and shall have the meaning given in 45 CFR § 164.103.

"*Report*" means submissions required by this Agreement as provided in section 2.3.

"*Security Incident*" means the attempted or successful unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System relating to *PHI* in accordance with 45 CFR § 164.304.

"*Services*" includes all work performed by the *Contractor Business Associate* for or on behalf of the State that requires the Use and/or Disclosure of *PHI* to perform a *Business Associate* function described in 45 CFR § 160.103.

"*Subcontractor*" means a Person to whom *Contractor Business Associate* delegates a function, activity, or service, other than in the capacity of a member of the Workforce of such *Contractor Business Associate*.

"*Successful Security Incident*" shall mean a *Security Incident* that results in the unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System.

"*Unsuccessful Security Incident*" shall mean a *Security Incident* such as routine occurrences that do not result in unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System, such as: (i) unsuccessful attempts to penetrate computer networks or services maintained by *Contractor Business Associate*; and (ii) immaterial incidents such as pings and other broadcast attacks on *Contractor Business Associate's* firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above with respect to *Contractor Business Associate's* Information System.

"*Targeted Unsuccessful Security Incident*" means an *Unsuccessful Security Incident* that appears to be an attempt to obtain unauthorized Access, Use, disclosure, modification or destruction of the Covered Entity's *Electronic PHI*.

2. Contact Information for Privacy and Security Officers and Reports.

2.1 *Contractor Business Associate* shall provide, within ten (10) days of the execution of this Agreement, written notice to the *ADS Vendor Manager* the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer of the *Contractor Business Associate*. This information must be updated by *Contractor Business Associate* any time these contacts change.

2.2 Covered Entity's HIPAA Privacy Officer and HIPAA Security Officer contact information is posted at: https://humanservices.vermont.gov/rules-policies/health-insurance-portability-and-accountability-act-hipaa

2.3 *Contractor Business Associate* shall submit all *Reports* required by this Agreement to the following email address:

AHS.PrivacyAndSecurity@vermont.gov

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Subject to the terms in this Agreement, *Contractor Business Associate* may Use or Disclose *PHI* to perform *Services*, as specified in the Contract. Such Uses and Disclosures are limited to the minimum necessary to provide the *Services*. *Contractor Business Associate* shall not Use or Disclose *PHI* in any manner that would constitute a violation of the Privacy Rule if Used or Disclosed by Covered Entity in that manner. *Contractor Business Associate* may not Use or Disclose *PHI* other than as permitted or required by this Agreement or as *Required by Law* and only in compliance with applicable laws and regulations.

3.2 *Contractor Business Associate* may make *PHI* available to its Workforce*, Agent and Subcontractor* who need Access to perform *Services* as permitted by this Agreement, provided that *Contractor Business Associate* makes them aware of the Use and Disclosure restrictions in this Agreement and binds them to comply with such restrictions.

3.3 *Contractor Business Associate* shall be directly liable under HIPAA for impermissible Uses and Disclosures of *PHI*.

4. Business Activities. *Contractor Business Associate* may Use *PHI* if necessary for *Contractor Business Associate's* proper management and administration or to carry out its legal responsibilities. *Contractor Business Associate* may Disclose *PHI* for *Contractor Business Associate's* proper management and administration or to carry out its legal responsibilities if a Disclosure is *Required by Law* or if *Contractor Business Associate* obtains reasonable written assurances via a written agreement from the Person to whom the information is to be Disclosed that such *PHI* shall remain confidential and be Used or further Disclosed only as *Required by Law* or for the purpose for which it was Disclosed to the Person, and the Agreement requires the Person to notify *Contractor Business Associate*, within five (5) business days, in writing of any *Breach* of Unsecured *PHI* of which it is aware. Such Uses and Disclosures of *PHI* must be of the minimum amount necessary to accomplish such purposes.

5. Electronic PHI Security Rule Obligations.

5.1 With respect to *Electronic PHI*, *Contractor Business Associate* shall:

a) Implement and use Administrative, Physical, and Technical Safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312;

b) Identify in writing upon request from the State all the safeguards that it uses to protect such Electronic PHI;

c) Prior to any Use or Disclosure of *Electronic PHI* by an *Agent* or *Subcontractor*, ensure that any *Agent* or *Subcontractor* to whom it provides *Electronic PHI* agrees in writing to

implement and use Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of Electronic PHI. The written agreement must identify the State as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the Use or Disclosure of *Electronic PHI*, and be provided to the State upon request;

d) Report in writing to Covered Entity any *Successful Security Incident* or *Targeted Security Incident* as soon as it becomes aware of such incident and in no event later than five (5) business days after such awareness. Such report shall be timely made notwithstanding the fact that little information may be known at the time of the report and need only include such information then available;

e) Following such report, provide Covered Entity with the information necessary for Covered Entity to investigate any such incident; and

f) Continue to provide to Covered Entity information concerning the incident as it becomes available to it.

5.2 Reporting *Unsuccessful Security Incidents.* *Contractor Business Associate* shall provide Covered Entity upon written request a *Report* that: (a) identifies the categories of Unsuccessful Security Incidents; (b) indicates whether *Business Associate* believes its current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures *Business Associate* will implement to address the security inadequacies.

5.3 *Contractor Business Associate* shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

6. <u>Reporting and Documenting Breaches</u>.

6.1 *Contractor Business Associate* shall *Report* to Covered Entity any *Breach* of Unsecured *PHI* as soon as it, or any Person to whom *PHI* is disclosed under this Agreement, becomes aware of any such *Breach*, and in no event later than five (5) business days after such awareness, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available.

6.2 Following the *Report* described in 6.1, *Contractor Business Associate* shall conduct a risk assessment and provide it to Covered Entity with a summary of the event. *Contractor Business Associate* shall provide Covered Entity with the names of any *Individual* whose Unsecured *PHI* has been, or is reasonably believed to have been, the subject of the *Breach* and any other available information that is required to be given to the affected *Individual*, as set forth in 45 CFR § 164.404(c). Upon request by Covered Entity, *Contractor Business Associate shall provide* information necessary for Covered Entity to investigate the impermissible Use or Disclosure. *Contractor Business Associate* shall continue to provide to Covered Entity information concerning the *Breach* as it becomes available.

6.3 When *Contractor Business Associate* determines that an impermissible acquisition, Access, Use or Disclosure of *PHI* for which it is responsible is not a *Breach*, and therefore does not necessitate notice to the impacted *Individual*, it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). *Contractor Business Associate* shall make its risk assessment available to Covered Entity upon request. It shall include 1) the name of the person making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the *PHI* had been compromised.

7. Mitigation and Corrective Action. *Contractor Business Associate* shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible Use or Disclosure of *PHI*, even if the impermissible Use or Disclosure does not constitute a *Breach*. *Contractor Business Associate* shall draft and carry out a plan of corrective action to address any incident of impermissible Use or Disclosure of *PHI*. *Contractor Business Associate* shall make its mitigation and corrective action plans available to the State upon request.

8. Providing Notice of Breaches.

8.1 If Covered Entity determines that a *Breach* of *PHI* for which *Contractor Business Associate* was responsible, and if requested by Covered Entity, *Contractor Business Associate* shall provide notice to the *Individual* whose *PHI* has been the subject of the *Breach*. When so requested, *Contractor Business Associate* shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. *Contractor Business Associate* shall be responsible for the cost of notice and related remedies.

8.2 The notice to affected *Individuals* shall be provided as soon as reasonably possible and in no case later than 60 calendar days after *Contractor Business Associate* reported the *Breach* to Covered Entity.

8.3 The notice to affected *Individuals* shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured *PHI* that were involved in the *Breach*, 3) any steps *Individuals* can take to protect themselves from potential harm resulting from the *Breach*, 4) a brief description of what the *Contractor Business Associate* is doing to investigate the *Breach* to mitigate harm to *Individuals* and to protect against further *Breaches*, and 5) contact procedures for *Individuals* to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.4 *Contractor Business Associate* shall notify *Individuals* of *Breaches* as specified in 45 CFR § 164.404(d) (methods of *Individual* notice). In addition, when a *Breach* involves more than 500 residents of Vermont, *Contractor Business Associate* shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

9. Agreements with Subcontractors. *Contractor Business Associate* shall enter into a Business Associate Agreement with any *Subcontractor* to whom it provides *PHI* to require compliance with HIPAA and to ensure *Contractor Business Associate* and *Subcontractor* comply with the terms and conditions of this Agreement. *Contractor Business Associate* must enter into

such written agreement before any Use by or Disclosure of *PHI* to such *Subcontractor*. The written agreement must identify the State as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the Use or Disclosure of *PHI*. *Contractor Business Associate* shall provide a copy of the written agreement it enters into with a *Subcontractor* to the State upon request. *Contractor Business Associate* may not make any Disclosure of *PHI* to any *Subcontractor* without prior written consent of the State.

10. Access to PHI. *Contractor Business Associate* shall provide access to *PHI* in a Designated Record Set to Covered Entity or as directed by Covered Entity to an *Individual* to meet the requirements under 45 CFR § 164.524. *Contractor Business Associate* shall provide such access in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Contractor Business Associate* shall forward to Covered Entity for handling any request for Access to *PHI* that *Contractor Business Associate* directly receives from an *Individual*.

11. Amendment of PHI. *Contractor Business Associate* shall make any amendments to *PHI* in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an *Individual*. *Contractor Business Associate* shall make such amendments in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Contractor Business Associate* shall forward to Covered Entity for handling any request for amendment to *PHI* that *Contractor Business Associate* directly receives from an *Individual*.

12. Accounting of Disclosures. *Contractor Business Associate* shall document Disclosures of *PHI* and all information related to such Disclosures as would be required for Covered Entity to respond to a request by an *Individual* for an accounting of disclosures of *PHI* in accordance with 45 CFR § 164.528. *Contractor Business Associate* shall provide such information to Covered Entity or as directed by Covered Entity to an *Individual*, to permit Covered Entity to respond to an accounting request. *Contractor Business Associate* shall provide such information in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Contractor Business Associate* shall forward to Covered Entity for handling any accounting request that *Contractor Business Associate* directly receives from an *Individual*.

13. Books and Records. Subject to the attorney-client and other applicable legal privileges, *Contractor Business Associate* shall make its internal practices, books, and records (including policies and procedures and *PHI*) relating to the Use and Disclosure of *PHI* available to the Secretary of Health and Human Services ("HHS") in the time and manner designated by the Secretary. *Contractor Business Associate* shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether *Contractor Business Associate* is in compliance with this Agreement.

14. Termination.

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by the State or until all the *PHI* is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If *Contractor Business Associate* fails to comply with any material term of this Agreement, the State may provide an opportunity for *Contractor Business Associate* to cure. If *Contractor Business Associate* does not cure within the time specified by the State

or if the State believes that cure is not reasonably possible, the State may immediately terminate the Contract without incurring liability or penalty for such termination. If neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary of HHS. The State has the right to seek to cure such failure by *Contractor Business Associate*. Regardless of whether the State cures, it retains any right or remedy available at law, in equity, or under the Contract and *Contractor Business Associate* retains its responsibility for such failure.

15. Return/Destruction of PHI.

15.1 *Contractor Business Associate* in connection with the expiration or termination of the Contract shall return or destroy, at the discretion of the Covered Entity, *PHI* that *Contractor Business Associate* still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. *Contractor Business Associate* shall not retain any copies of *PHI*. *Contractor Business Associate* shall certify in writing and report to Covered Entity (1) when all *PHI* has been returned or destroyed and (2) that *Contractor Business Associate* does not continue to maintain any *PHI*. *Contractor Business Associate* is to provide this certification during this thirty (30) day period.

15.2 *Contractor Business Associate* shall report to Covered Entity any conditions that *Contractor Business Associate* believes make the return or destruction of *PHI* infeasible. *Contractor Business Associate* shall extend the protections of this Agreement to such *PHI* and limit further Uses and Disclosures to those purposes that make the return or destruction infeasible for so long as *Contractor Business Associate* maintains such *PHI*.

16. Penalties. *Contractor Business Associate* understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of *PHI* and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations.

17. Training. *Contractor Business Associate* understands its obligation to comply with the law and shall provide appropriate training and education to ensure compliance with this Agreement. If requested by the State, *Contractor Business Associate* shall participate in Covered Entity's training regarding the Use, Confidentiality, and Security of *PHI*; however, participation in such training shall not supplant nor relieve *Contractor Business Associate* of its obligations under this Agreement to independently assure compliance with the law and this Agreement.

18. Miscellaneous.

18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the Contract continue in effect.

18.2 Each party shall cooperate with the other party to amend this Agreement from time to time as is necessary for such party to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA. This Agreement may not be amended, except by a writing signed by all parties hereto.

18.3 Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

18.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule, Security Rule, and HITECH) in construing the meaning and effect of this Agreement.

18.5 *Contractor Business Associate* shall not have or claim any ownership of *PHI*.

18.6 *Contractor Business Associate* shall abide by the terms and conditions of this Agreement with respect to all *PHI* even if some of that information relates to specific services for which *Contractor Business Associate* may not be a "*Contractor Business Associate*" of Covered Entity under the Privacy Rule.

18.7 *Contractor Business Associate* is prohibited from directly or indirectly receiving any remuneration in exchange for an *Individual's PHI*. *Contractor Business Associate* will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing *PHI* may not be sold without Covered Entity's or the affected Individual's written consent.

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for *Contractor Business Associate* to return or destroy *PHI* as provided in Section 14.2 and (b) the obligation of *Contractor Business Associate* to provide an accounting of disclosures as set forth in Section 12 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

For ADS:

Signature: _____

Name:_____

Title: _____

Date: _____

For Contractor Business Associate:

Signature: _____

Name:_____

Title: _____

Date: _____

(End of Attachment E)

Requirement for Bidders to Disclose AI Usage in Proposals

Artificial intelligence (AI) can only be used to provide goods and services for the State if prior written approval is obtained from the State. Any use of AI must adhere to the State's Artificial Intelligence Code of Ethics, which can be found at https://digitalservices.vermont.gov/ai. This Code of Ethics restricts the use of AI for certain decisions and imposes various limitations.

Therefore, any bidder planning to use AI technologies in their proposal must address the following three questions in their response to this solicitation:

1) **Technologies and Functions:**
    a) What specific AI technologies will be utilized for this proposal, and what are their intended functions?
2) **Decision Capabilities (See 3 V.S.A. § 3305):**
    a) What specific decisions will the AI system support or make?
    b) Will the system be used to make any automated final decisions?
    c) How will AI-generated decisions or outputs be evaluated by humans to ensure accuracy?
3) **Human Evaluation and Fail-Safe Mechanisms:**
    a) What human alternatives and fail-safe mechanisms are in place to ensure service continuity in case of AI failures?

If the State approves the use of AI, additional requirements may be included in the contract resulting from this solicitation and the State may require additional information before approving the use of AI. Examples of some of the additional information the State might inquire about are included below. **The below questions are included for information only. Responses to these questions are not required**.

Data Inputs and Outputs:

a) What types of data inputs does the system require, and how are these inputs generated and processed?
b) What types of data will the system generate during its operation?

Data Security and Privacy:

c) Does your proposed use (1) rely on commercially available AI models, or do you (2) develop or customize your own models? If you develop or customize your own models, address the following two items:
    i. Please cite any pertinent security risk management frameworks you use as guidance (e.g., NIST-RMF, ISO-27001, ENISA, etc.).

ii. Do you conduct third-party audits of your AI systems (including training and deployment environments) to ensure compliance with security standards, and can you provide certifications or reports?

d) Will data input or generated during service delivery be shared with any other entity or used for any other purpose, such as training AI models?

Use-Case Risk Assessment:

e) Has a risk assessment for the specific proposed use-case of this model been conducted? Please indicate one of the following: [_] Yes, by a 3rd party; [_] Yes, internally; or [_] No.

f) If a risk assessment for this specific use-case has been conducted, please describe any risks that were identified and your proposed and/or enacted mitigation steps.

Post-Deployment Auditing/Monitoring:

g) Describe the proposed post-deployment audit/monitoring process.

APPENDIX F – FUNCTIONAL REQUIREMENTS – User Stories

ID	Epic	User Story Title	Narrative	Priority	Origin
[ID]	[Epic Name]	[User Story Title]	As a…[PERSONA] I want…[ACTION] So that…[OBJECTIVE ACHIEVED]		
ADS-ES-US-01	Create Packages	Create Package with Multiple Documents	As a Sender, I want to create a package containing multiple documents so that I can combine multiple files for inclusion in the package.	Must-Have	Current Feature
ADS-ES-US-02	Create Packages	Upload Document(s)	As a Sender, I want to upload document(s) into the eSignature solution so that I can create a package for routing.	Must-Have	Current Feature
ADS-ES-US-03	Create Packages	Assign Signer by Email	As a Sender, I want to assign a signer by entering an email address, so that they received the package and related notifications.	Must-Have	Current Feature
ADS-ES-US-04	Create Packages	Assign Previous Signers	As a Sender, I want to select a signer from a list of previous signers or frequently selected individuals, so that inserting the names of signees is faster.	Must-Have	Current Feature
ADS-ES-US-05	Create Packages	Assign Signer Groups	As a Sender, I want to create and select "groups" of signers, so that a package can be signed at least one member of the group in order to proceed through the workflow	Must-Have	New
ADS-ES-US-06	Create Packages	Set Signing Order	As a Sender, I want to select the order in which signers will be asked to sign the document, so that I can follow business protocols and existing authorization hierarchies.	Must-Have	Current Feature
ADS-ES-US-07	Create Packages	Set Document Visibility	As a Sender, I want to control which signers can see specific documents (such as "must be signer to view document"), so that I can complete my business process by initiating a single signature workflow while also maintaining appropriate sharing privileges.	Must-Have	Current Feature
ADS-ES-US-08	Create Packages	Identify Copied Individuals	As a Sender, I want to add reviewers ("CC'd" individuals) who will receive a copy of the final signed document, so that key individuals are automatically notified when the signature workflow is complete and receive a copy of the final signed package.	Must-Have	Current Feature
ADS-ES-US-09	Create Packages	Save as Draft	As a Sender, I want to save an unsent package as a draft, so that I can return to in-progress work at a later time.	Must-Have	Current Feature
ADS-ES-US-10	Create Packages	Create from Template	As a Sender, I want create packages from a template, so that I can streamline regularly used documents without having to re-place the signature blocks and other setup elements.	Must-Have	Current Feature
ADS-ES-US-11	Create Packages	Create from Integrated Application	As a Sender, I want to create a package from a document saved on an integrated application such as SharePoint or OneDrive, so that I no longer have to repeatedly download and upload files.	Must-Have	New
ADS-ES-US-12	Create Packages	Configure Package Notifications	As a Sender, I want to determine what notifications signees (and myself) will receive during the signature workflow, so that I can customize the user experience based on known preferences.	Must-Have	New
ADS-ES-US-13	Create Packages	Set Expiration Date	As a Sender, I want to set an expiration date on a package, so that if all signature on the package are not complete by the specified date and time, then the authorization or approval inherent to those signatures will be void.	Must-Have	Current Feature
ADS-ES-US-14	Create Packages	Name Package	As a Sender, I want to name the package, so that I can control what appears in the email subject line and subsequent notifications.	Must-Have	Current Feature
ADS-ES-US-15	Create Packages	Notification of Invalid Email	As a Sender, I want the solution to send me a notification if I enter an invalid email, so that I can correct the email and get the package delivered to the correct inbox.	Must-Have	Current Feature
ADS-ES-US-16	Create Packages	Create Web Form	As a Sender, I want to create a web form, so that I can collect information and signatures by sharing a link to a publicly accessible form.	Must-Have	Current Feature

ADS-ES-US-17	Create Packages	Create with Bulk Send	As a Sender, I want to send multiple identical (except for recipients/signers) packages based on an existing spreadsheet, so that I can initiate the workflow to multiple recipients/signers.	Must-Have	Current Feature
ADS-ES-US-18	Manage Packages	Add Signers	As a Sender, I want to add signers to a package that is already "in-flight" so that I can add additional signers without cancelling the workflow and redoing the package setup..	Must-Have	Current Feature

ID	Epic	User Story Title	Narrative	Priority	Origin
[ID]	[Epic Name]	[User Story Title]	As a…[PERSONA] I want…[ACTION] So that…[OBJECTIVE ACHIEVED]		
ADS-ES-US-19	Manage Packages	Modify Unsigned Document	As a Sender, I want to modify a document in the package -- if it is still unsigned -- so that I can make an modification without cancelling the workflow and redoing the package setup.	Must-Have	Current Feature
ADS-ES-US-20	Manage Packages	Send Ad-Hoc Notifications	As a Sender, I want the ability to send ad-hoc messages to all members of the Signee/Reviewer workflow, so that I can communicate information about the "in-flight" package.	Must-Have	New
ADS-ES-US-21	Manage Packages	Send Reminder Notifications	As a Sender, I want the ability to configure reminder notifications so that signers receive an email if they have not signed a package after a configurable number of days.	Must-Have	New
ADS-ES-US-22	Manage Packages	Receive Final PDF	As a Sender, Signer, and Viewer, I want to receive a copy of the final signed document, so that I know the signature workflow is complete and can view and/or save a copy of the document.	Must-Have	Current Feature
ADS-ES-US-23	Manage Packages	Autosave to Designated Folder	As a Sender, I want to specify a folder where the final signed document will be automatically saved when the signature workflow is complete, so that I do not need to manually download and save the file.	Must-Have	New
ADS-ES-US-24	Manage Packages	Manage Inbox	As a Sender or Signer, I want the ability to sort my DocuSign inbox by Date, Recipient Group, or Status, so that I can better manage envelopes requiring my signature.	Must-Have	New
ADS-ES-US-25	Sign Packages	Sign Package	As a Signer, I want to sign a package -- which will including my full name, title, and date of signature in the signature block -- so that my authorization/approval is provided for the inherent business purpose.	Must-Have	Current Feature
ADS-ES-US-26	Sign Packages	Add Comment	As a Signer, I wan the ability to add a comment when I provide my signature, so that can share comments with other participants in the workflow (Sender, Signers, Viewers) without sending a separate email.	Must-Have	Current Feature
ADS-ES-US-27	Sign Packages	Decline to Sign	As a Signer, I want to the ability to decline to sign a package and send it back to the originator and all other named signers with a comment, so that necessary changes can be made to the package documents.	Must-Have	Current Feature
ADS-ES-US-28	Sign Packages	Assign Delegate(s)	As a Signer, I want to assign a delegate (or multiple delegates) to sign on my behalf, so that signature requests will go to individuals who were given my authorization/approval authority and the workflow will not be delayed.	Must-Have	Current Feature - Partial
ADS-ES-US-29	Sign Packages	Inbox Delegate	As a Signer, I want to assign another user visibility to my Inbox, so that my administrative team can have visibility and monitor items assigned to me.	Nice-to-Have	New
ADS-ES-US-30	Sign Packages	Mobile View	As a Signer and Viewer, I want to view and sign a document on a mobile device, so that I can complete requested activities on my preferred device.	Must-Have	Current Feature
ADS-ES-US-31	Sign Packages	Guest User for Signature	As a Signer (Licensed or Unlicensed), I want to be able to provide my signature even if I don't have an application licenses, so that I can participate as needed without administrative burdens like account creation or license fees.	Must-Have	Current Feature

ADS-ES-US-32	Reporting	Generate Usage Reports	As an ADS Administrative User, I want to generate usage reports, so that I can obtain data about the number of sub-accounts, users, packages sent, packages successfully completed, templates used, and web forms used.	Must-Have	Current Feature
ADS-ES-US-33	Reporting	Package Dashboard	As a Sender, I want to see a dashboard with information about packages I have sent so that I can monitor the progress of items in the signature workflow.	Nice-to-Have	New
ADS-ES-US-34	Reporting	User Dashboard	As a solution user, I want to see a dashboard of all packages where I am a sender, signer or viewer, so that I can monitor the status of those packages as the move through the signature workflow.	Nice-to-Have	New
ADS-ES-US-35	Reporting	Accounts Dashboard	As an ADS Administrative User, I want to see a dashboard with usage information so that I can monitor the volume of packages and account usage across the enterprise.	Nice-to-Have	New
ADS-ES-US-36	Manage Users	Add Users	As an ADS Administrative User, I want to create a new licensed users, so they can use the eSignature platform in their business unit.	Must-Have	Current Feature

ID	Epic	User Story Title	Narrative	Priority	Origin
[ID]	[Epic Name]	[User Story Title]	As a…[PERSONA] I want…[ACTION] So that…[OBJECTIVE ACHIEVED]		
ADS-ES-US-37	Manage Users	Remove Users	As an ADS Administrative User, I want to deactivate a user, so that the license can be reassigned.	Must-Have	Current Feature
ADS-ES-US-38	Manage Users	Create User Groups	As an ADS Administrator, I want to create user groups, so a signature can be requested by one member of a consistent group and without having to select the users individual.	Must-Have	Current Feature
ADS-ES-US-39	Manage Users	Manage User Permissions	As an ADS Administrative User, I want to assign a permission set to a user so that the user has the appropriate level of access to solution features and settings.	Must-Have	Current Feature
ADS-ES-US-40	Manage Settings	Manage Branding	As an ADS Administrative User, I want the solution to have 'white label' capabilities so that I can brand the user interface and notification emails according to SOV branding standards.	Must-Have	Current Feature
ADS-ES-US-41	Manage Settings	Manage Sub-Accounts	As an ADS Administrative User, I want the ability to manage the SOV contract by "subaccounts" so that I can grant user licenses, delegate permissions, and monitor usage based sub-accounts (likely to be affiliated with SOV Agencies, Departments, or Divisions) while still maintaining control over the Enterprise tool.	Must-Have	Current Feature

APPENDIX G - NON-FUNCTIONAL REQUIREMENTS

#	NFR ID	Category	ISO Sub-Category	Description
ADS-ES-NFR-01	385	Agility	Security	The solution must comply with the relevant laws, regulations, standards, and best practices for data security, privacy, accessibility, and ethics.
ADS-ES-NFR-02	305	Usability	Accessibility	Solutions will adhere to all Federal and Vermont accessibility requirements, or their successors: Section 508 of the Rehabilitation Act, section 1194.22 of the Code of Federal Regulations, web-based intranet and internet information and applications.
ADS-ES-NFR-03	304	Usability	Accessibility	The solution should conform to the web accessibility guidelines specified by the W3C level 2 accessibility guidelines, ensuring that the application is accessible to users with disabilities.
ADS-ES-NFR-04	447	Compatibility	Security	The solution must provide the capability to perform source to destination file integrity checks for exchange data and alert appropriate parties with issues.
ADS-ES-NFR-05	380	Agility	Performance efficiency	The solution must handle high volumes of data and transactions without compromising the performance or reliability of the service.
ADS-ES-NFR-06	381	Agility	Performance efficiency	The solution must recover from failures and errors gracefully and automatically without losing data or functionality.
ADS-ES-NFR-07	387	Agility	Performance efficiency	The solution must leverage cloud computing technologies and services to optimize the cost, efficiency, and scalability of the service.
ADS-ES-NFR-08	398	Agility	Maintainability	The solution must ensure the availability and accessibility of the service by using backup systems, redundancy systems, failover systems, etc.
ADS-ES-NFR-09	149	Reliability	Availability	The solution provider will provide an Availability Plan for the SaaS solution including Availability Objectives, Architecture, and Management.
ADS-ES-NFR-10	386	Agility	Compatibility	The solution must maintain a consistent and coherent user interface and user experience across different devices, browsers, and platforms.
ADS-ES-NFR-11	438	Compatibility	Co-existence	Solutions must be able to provide services to all parts of the organization and any external stakeholders using any relevant channels, such as web-based interfaces, mobile applications, or APIs.
ADS-ES-NFR-12	440	Compatibility	Interoperability	The solutions must be capable of using communication protocols based on standards, such as TCP/IP, HTTP, HTTP/S, and SMTP.
ADS-ES-NFR-13	457	Compatibility	Interoperability	The solution database will provide standard data extraction API to allow import and export of data.

#	NFR ID	Category	ISO Sub-Category	Description
ADS-ES-NFR-14	492	Compatibility	Configuration compatibility	The software shall be able to integrate with other software and hardware systems used in the environment in which it operates.

ADS-ES-NFR-15	509	Compatibility	Backward compatibility	The software shall maintain compatibility with previous versions of APIs to ensure third-party integrations or plugins continue to function correctly.
ADS-ES-NFR-16	513	Compatibility	Forward compatibility	The solution must support all web browsers with a market share in the United States of America greater than 3%, as indicated by gs.Statcounter.com.
ADS-ES-NFR-17	489	Compatibility	Configuration compatibility	The software shall be able to function correctly on multiple hardware and software platforms, such as different operating systems, browsers, and devices.
ADS-ES-NFR-18	512	Compatibility	Configuration compatibility	The solution must be highly configurable, allowing users to configure the software, without coding changes, to meet their needs and preferences.
ADS-ES-NFR-19	458	Compatibility	Co-existence	SaaS Service Providers will comply with the Multi-tenancy Service Provider Expectations Document and note any exceptions.
ADS-ES-NFR-20	182	Maintainability	Analysability	The solution must have clear and detailed documentation, including design and architecture documents, API specifications, and user manuals.
ADS-ES-NFR-21	187	Maintainability	Modifiability	The solution must support version control and rollback capabilities to facilitate quick and easy reversions in case of errors or issues with new updates.
ADS-ES-NFR-22	196	Maintainability	Modularity	Solutions will be scalable and adaptable to meet future growth and expansion needs such that Solutions will be expanded and be able to retain its performance levels when adding additional users, functions, and data.
ADS-ES-NFR-23	197	Maintainability	Analysability	The solution architecture will allow for transaction tracking and review throughout the system for auditing, error diagnosis, and performance management purposes.
ADS-ES-NFR-24	505	Compatibility	Forward compatibility	All Production releases must be pre-approved by SOV.
ADS-ES-NFR-25	290	Usability	Accessibility	The State of Vermont (SOV) will access applications through a URL entered in a web browser.
ADS-ES-NFR-26	328	Usability	User interface aesthetics	Solutions will allow the users to easily navigate to a variety of functions available to them without having to move sequentially through excessive menus and screens.

#	NFR ID	Category	ISO Sub-Category	Description
ADS-ES-NFR-27	329	Usability	User error protection	Solution error messages will be expressed in plain language, precisely indicate the problem, and constructively suggest a solution.
ADS-ES-NFR-28	285	Usability	Learnability	Solutions will provide context sensitive help and extensive documentation.
ADS-ES-NFR-29	64	Transferability	Portability	Solutions will allow the user to export formatted reports from the system in industry standard formats, e.g., Word, Excel, PDF, and TXT.

ADS-ES-NFR-30	111	Transferability	Portability	Solutions will support access from multiple channels and devices.
ADS-ES-NFR-31	383	Agility	Maintainability	The solution must monitor and measure the usage, performance, quality, and satisfaction of the service using analytics and feedback mechanisms.
ADS-ES-NFR-32	396	Agility	Maintainability	The solution must automate repetitive or tedious tasks such as backups, notifications, reports, etc. by using automation tools and scripts.
ADS-ES-NFR-33	397	Agility	Compatibility	The solution must provide transparency and accountability for the service by documenting and reporting the activities, outcomes, decisions, etc. of the service.
ADS-ES-NFR-34	N/A	Security	Security	The solution must have strong authentication for signers, preferably leveraging MFA or SSO with conditional access policies.
ADS-ES-NFR-35	N/A	Security	Security	The solution must have enforced link expiration and single-use signing URLs.
ADS-ES-NFR-36	N/A	Security	Security	The solution must have Data Loss Prevention (DLP) monitoring to detect and prevent document exfiltration.
ADS-ES-NFR-37	N/A	Security	Security	The solution must have forwarding restrictions on notification emails.
ADS-ES-NFR-38	N/A	Security	Security	The solution must have comprehensive audit logging with routine review of signing activity.
ADS-ES-NFR-39	N/A	Security	Security	The solution must have strict governance over API access and system integrations.

#	NFR ID	Category	ISO Sub-Category	Description
ADS-ES-NFR-40	N/A	Security	Security	The solution must secure collaboration with external users by enforcing real-time session controls.
ADS-ES-NFR-41	N/A	Security	Security	The solution must block and protect download of sensitive data to unmanaged or risky devices.