VERMONT

Department of Mental Health
166 Horseshoe Drive | Waterbury VT 05671-20110
802-241-0090 phone |802-241-0100 fax

SEALED BID
REQUEST FOR PROPOSAL

RFP 143 Mental Health Peer Patient Representatives
Addendum 3

ISSUE DATE	**September 4, 2026**
QUESTIONS DUE	**September 25, 2026 4:00 PM (EST)**
All questions are to be submitted electronically via VT Buys	
RFP RESPONSES DUE BY	**October 28, 2026 4:00 PM (EST)** *All proposals are to be submitted via VT Buys*

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

Public Solicitations: Vermont Buys
Funding Opportunities | Department of Mental Health
And
Vermont Business Registry and Bid System - Home

STATE CONTACT: **Jennifer Rowell**
E-MAIL : **AHS.DMHSubmissions@vermont.gov**

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

If you speak a language not listed on the website below or require additional help, we offer free language assistance services. The State of Vermont contracts with several Translation Services organizations, and you can visit this page for more information Language Access | Department of Mental Health.

If you require assistance with technology, access, or have other issues with being able to complete your proposal, reach out to the single point of contact.

1. **OVERVIEW:**

1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the Department of Mental Health (DMH, hereinafter the "State") is seeking to establish contracts with one or more companies that can provide patient representative services pursuant to 18 V.S.A. § 7253.

1.1.1. **DESCRIPTION OF ORGANIZATION**: The Vermont Agency of Human Services (AHS) strives to improve the conditions and well-being of Vermonters by ensuring all Vermonters have the opportunity to thrive in inclusive, equitable, and resilient communities. The scope of AHS is profound. Through its six departments, twelve district offices, and a network of community partners and providers, it is responsible for the implementation and delivery of all human service programs within the state. Each department has a distinct area of focus and responsibility and contributes to the creation and sustenance of an entire system of human service supports.

The Department of Mental Health (DMH) resides under AHS and has the same critical mission in mind. DMH promotes mental health as a vital part of overall well-being by advancing prevention, early intervention, and recovery-focused care. Our vision is that mental health serves as a cornerstone of health in Vermont, where inclusive communities respond with compassion and respect, enabling all Vermonters to thrive and participate fully in their lives. This work is guided by our core values of compassion, equity, integrity, collaboration, and accountability.

1.2. **CONTRACT PERIOD:** Contracts arising from this RFP will be for a period of one (1) year with an option to renew for up to four (4) additional twelve-month periods. The State anticipates the start date for such contract(s) will be in the Fall of 2026.

1.3. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be submitted through VT Buys. In the event that a bidder is experiencing system issues with submitting a question through VT Buys, communications should 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.

1.4. **BIDDERS' CONFERENCE:** A bidders' conference will not be held for this RFP.

1.5. **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 VT Buys no later than the deadline for question indicated on the first page of this RFP. As noted in 1.3, questions should be e-mailed to the single point of contact on the front page of this RFP if a bidder is experiencing system issues with VT Buys.

Questions or comments not submitted 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 to this solicitation in VTBuys and on the DMH website under the Careers and Opportunities tab (https://mentalhealth.vermont.gov/RFP).

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.

1.6. **CHANGES TO THIS RFP:** Any modifications to this RFP will be made in VT Buys by the State through the issuance of an Addendum to this RFP as well as posted on the DMH website and the Vermont Business Registry. Modifications from any other source are not to be considered.

1.7. **SOURCE OF FUNDS**: The Department anticipates using State and Federal funding for the resulting contract(s). The Department may choose to modify the source of funding contingent upon the availability of funds at the time of award. Any selected Vendor will be subject to the requirements in the Assistance Listing Number (ALN) #93.778, U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS).

Please note that when procurements are supported by federal funds, SOV business users must take affirmative steps that include at least the following Socioeconomic affirmative steps per 2 C.F.R. § 200.321:

1. *Placing qualified small and minority businesses and women's business enterprises on solicitation lists;*
2. *Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;*
3. *Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;*
4. *Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;*
5. *Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and*
6. *Requiring the prime/general contractor, if subcontracts are to be let, to take the same affirmative steps as listed in numbers 1 through 5.*

Instruction: At a minimum to meet the requirements identified in this section (2 C.F.R. § 200.321), you will need to post a notice of solicitation on the https://vermontbusinessregistry.com*, and then also notify Vermont APEX Accelerator (formerly VT Procurement Technical Assistance Center (PTAC)) at ACCD.APEX@vermont.gov.*

This project is being funded in whole or in part using federal monies. If a bidder requires assistance in preparing their proposal or needs guidance on socioeconomic certifications, the bidder may contact the VT APEX Accelerator. The APEX Accelerator specializes in helping small businesses navigate the documentation associated with State and Federal procurement. Their website is: http://apex.vermont.gov.

2. DETAILED REQUIREMENTS/DESIRED OUTCOMES:

2.1. The State of Vermont is interested in obtaining bids to meet the following business need(s): provide Full Time Equivalent (FTE) Peer Patient Representative for youth and adults in the designated hospitals, River Valley Therapeutic Residence (RVTR), the Intensive Recovery Residential (IRR) programs, and the Psychiatric Residential Treatment Facility (PRTF).

This RFP may result in multiple awards. Proposals are not required to cover all facilities; bidders will need to clearly identify the facility or facilities to be served in their proposal submission.

The Patient Representative shall provide education on patient rights, advocate for patients, and foster communication.

2.2. The State of Vermont seeks to achieve the following Business Values:

2.2.1. Customer Service Improvement: The new solution will provide new or improved customer service or services.

2.2.2. Compliance: The new solution meets a previously unmet State or Federal compliance requirement

2.3 Scope of Work & Expected Activities

The successful bidder or bidders for this contract will recruit, hire, and supervise peer support providers to serve as Patient Representatives to individuals under the custody of the State in the Designated Hospitals (Vermont Psychiatric Care Hospital, Brattleboro Retreat, Rutland Regional Medical Center, the Windham Center, the University of Vermont Medical Center, and the VA), River Valley Therapeutic Residence (RVTR), the Intensive Recovery Residential (IRR) programs, and the youth Psychiatric Residential Treatment Facility (PRTF) opening later this year.

I. The responsibilities and expectations of the Patient Representatives will include:

a. Advocate for patients/residents and foster communication:

- Initial, voluntary meeting after admission, if agreed to by the individual, to share information about the patient representative program, patient/ resident rights, and the facility's grievance process;
- Attend treatment planning and treatment team meetings, if requested by the individual, to advocate alongside them and encourage self-advocacy skills;
- If requested, help the individual understand the members and roles of their treatment team;
- If requested, connect individuals with peer support services that are informed by the principles of Intentional Peer Support (IPS) and the Code of Ethics for certified peer support providers in Vermont;
- Peer Support sessions can be offered to an individual or group

b. Treat all information as strictly confidential and not discuss with anyone other than their supervisor/ co-workers when necessary, except at the explicit request of the individual and with a signed release provided to the facility and DMH;

c. Visit facilities in a designated area at an agreed upon time each week, and thereafter by appointment at the request of individuals approved in advance by the facility;

d. If requested, support and encourage individuals' self-advocacy;

e. If requested, discuss with the individual what they feel might be best for them in the context of their stay/ treatment;

f. Offer one-to-one support if requested;

g. Participate in regularly scheduled staff meetings and supervision to continuously improve skills, understanding, and approach to advocacy;

h. Abide by all instructions given by facility staff including, but not limited to, which spaces they are allowed to access that day and which patients they are allowed to interact with on that day;

i. If asked to leave the building, do so professionally and immediately;

j. Maintain fidelity to Intentional Peer Support and the Vermont Peer Support Code of Ethics in all work and tasks completed;

k. Participate in on-going training on:

    - Neutrality: Patient Representatives do not provide medical advice, do not provide clinical opinions, and are encouraged to explore individual worldviews with openness, curiosity, and the principles of mutual learning without clinical opinions on topics such as medications.

    - Safety: Comply with staff instructions and unit access limits during Patient Representative visits, including leaving immediately when directed. Adhere to facility rules that govern conduct.

    - Privacy: Treat all information shared by individuals with the utmost confidentiality.

l. Attend and engage in all training as required by individual facilities and comply with all facility policies, procedures, and instructions (including scheduling and paying for fingerprint-supported background checks for facilities to maintain on site);

m. Participate in trainings around Intentional Peer Support (IPS), WRAP / Taking Action for Whole Health & Wellbeing, Ethics, the 80-hour Certified Peer Support Provider Curriculum and other trainings (e.g. Hearing Voices),

which may be deemed useful in supporting the work of the Patient Representatives;

n. For those patient/peer representatives serving youth at the PRTF, it is highly recommended that they complete the youth and young adult peer support training available through Pathways Workforce Development Initiative (PWDI).

II. The responsibilities of the Contractor(s) will include:

a. Development of a written memorandum of understanding (MOU) between the Contractor and each facility to outline roles, expectations, confidentiality, responsibilities of the Patient Representatives, methods of communication, and ways for individuals to access the Patient Representative at the facility. DMH will provide the template to be used. The MOU must be fully signed and approved by DMH before any Patient Representatives can enter a facility to do work under the contract.

b. Requiring each Patient Representative to sign individual agreements with the facilities (on a form provided by DMH) outlining expectations. These agreements must be fully signed and approved by DMH before any Patient Representative can enter a facility to do work under this contract.

III. The role and responsibilities of mental health patient representatives do <u>NOT</u> include:

a. Providing any type of medical advice and/or providing or taking positions on clinical decisions, including medications.
   - When engaging in medication related discussions with an individual or in a group setting, the patient representative will clarify that they are not part of the treatment team and will help the individual think through questions and prepare for conversations with their treatment teams but not provide any medical advice or take a position on whether the individual should take medication/engage in specific treatments.

b. Engaging floor staff in conversations about patient's personal information, especially information about discharge, housing options, Orders of Hospitalizations or Orders of Non-Hospitalizations, and medications.
   - Any questions must be addressed at treatment team meetings or private conversations with identified treatment team members.

c. Accessing any resident/patient medical records without initiation and permission from the resident/patient, along with a specific signed release provided to the facility and DMH.

d. Taking any notes or otherwise documenting any information that includes PHI (including an individual's name, birth date, social security number, patient MSR

number, and/or any identifying information) other than advocacy notes used solely to assist their role in supporting self-advocacy.

e. Advocacy notes shall minimize the use of identifiers and use the least-identifying information necessary. Notes must avoid including protected health information as much as possible and shall not contain facility names, diagnoses, medication lists, treatment details, or other clinical information.

   Advocacy notes, if created, shall strictly comply with all requirements in the Business Associate Agreement (BAA). Any other documentation (including grievances) must not leave the facility without the patient's express written permission on a release provided to the facility and must be safeguarded when not in use in compliance with the BAA in the Grant Agreement.

f. Contacting external treatment providers, potential treatment providers, designated agencies, and/or potential placements about the resident/patient during or after expected discharge.

NOTE: the proposal response must specifically detail how the bidder plans to comply with this section.

IV. Training and Supervision

The proposal must outline required staff trainings, including both one-time and recurring requirements, and must also describe the planned supervision structure. As noted above, please specifically address:

a. Intentional Peer Support (IPS), WRAP/Taking Action for Whole Health, Ethics, the 80-hour Certified Peer Support Provider Curriculum, and other training (hearing voices, youth and young adult peer support) which may be deemed useful in supporting the work of the Patient Representatives.

b. While it is not a requirement for the Patient Representative to be a Certified Peer Support Provider (CPSP) in the State of Vermont, it is highly encouraged and recommended.

V. Communication with DMH and Designated Facilities, Reporting and Documentation:

a. The Contractor will provide monthly written updates on activities to DMH and facilities. Updates at a minimum will identify the number of youth and adults who were provided services, the types of services, themes of challenges, and any next steps needed when an issue arises with a patient.

b. Contractor will maintain a record of the number of contacts and services performed.

c. The Contractor will report quarterly on the following performance measures:

i. Percentage of patients that request a session with the Mental Health Patient Representative and those who receive a session.

ii. Average length of time between a request for a session with the Mental Health Patient Representative and when a session is provided.

iii. Aggregate Satisfaction survey results from patients receiving these services.

3. GENERAL REQUIREMENTS:

3.1. Prospective bidders must be registered as a supplier in Vermont's Procurement system, VTBuys https://vtbuysprocurement.vermont.gov/suppliers-bidders. Registration in this system is important for future steps related to the RFP such as contracting and invoicing.

3.2. 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.

3.2.1. Prices and/or rates 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.

3.2.2. **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.

3.2.3. **INSURANCE REQUIREMENTS:**

a. In addition to the insurance required in Attachment C linked below in section 7.1.3, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain Sexual Abuse and Molestation coverage for any and all services performed under this contract, with minimum coverage of $1,000,000 per claim, $1,000,000 aggregate.

3.3. 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.

3.3.1. **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.

3.3.2. **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.

3.4. CONFLICTS OF INTEREST:

3.4.1. **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.

3.4.2. **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.

3.4.3. **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.

3.4.4. 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 OCIO 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.

3.5. 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.

3.5.1. **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.

3.5.2. **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.**

3.6. 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.

3.7. 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.

3.7.1. **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 success in completing similar projects. Each proposal will be evaluated using a weighted scoring system. The application is divided into the sections outlined in section 4.5 of this RFP that reflect key evaluation criteria, with each section assigned a specific weight based on its relative importance. Reviewers will rate each section on a 5 point scale. Weighted scores for each section will be combined to determine the total score, which will guide funding decisions. Weights for key evaluation criteria are set forth below.

3.7.2. **Technical Proposal:**

- Company overview and organizational capacity: 20
- Scope of Work and Expected Activities: 20
- Proposed timeline: 20
- Reporting and Compliance Requirements: 20

Cost Proposal:

- Budgets: 20

3.8. 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.

3.9. 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.

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

3.10.1. **Business Registration.** To be awarded a contract by the State of Vermont a bidder (except an individual doing business in his/her own name) must be:

- Registered with the Vermont Secretary of State's office https://sos.vermont.gov/corporations/registration/ and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes http://tax.vermont.gov/ .

- Registered as a supplier in Vermont's Procurement system, VtBuys https://vtbuysprocurement.vermont.gov/suppliers-bidders

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

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

3.10.4. **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.

3.10.5. **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.

4. CONTENT AND FORMAT OF RESPONSES: The content and format requirements listed in section 4.5 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. By submitting a proposal in response to this RFP, bidders 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 bidder-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. This RFP does not solicit bidder confidential information and bidders are expressly prohibited from providing confidential information in response to this RFP. All materials furnished by bidders in response to

this RFP, including those marked as confidential by bidders, are subject to disclosure if requested under the Public Records Act, or public posting.

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. All bids for this RFP will be completed in VTBuys via the Questionnaire. Responses must include:

4.5.1. **Company overview**

4.5.1.1. Form of Business Organization

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

4.5.1.2. Bidder Experience Level

Describe your capabilities and particular experience relevant to RFP requirements.

4.5.1.3. Experience working with State of Vermont

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.

4.5.1.4. Subcontractors

If you intend to use subcontractors (not 1099 independent contractor staff) identify which portions of the work the subcontractors will perform. If a subcontractor is already identified, include the name of the subcontractor and address the background and relevant experience of the subcontractor(s).

4.5.1.5. Exceptions to Contract Terms and Conditions

If a bidder wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the RFP response.

Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State.

Note that exceptions to contract terms may cause rejection of the proposal, and that the State's non-rejection of a proposal on this basis does not indicate acceptance of the exceptions. Services to be provided and anticipated outcomes

4.5.2. **Scope of Work & Expected Activities**

Respondents will address each of the items identified in section 2.3 of this RFP.

4.5.3. **Proposed budget**

Bidders shall upload their costs and pricing breakdown for a one-year period. Bidders may also include up to four additional years in their budget proposal.

Bidders shall also submit their total annual cost per year proposed via the Quotation form (Item list) in VTBuys.

4.5.4. **Proposed Timeline**

Bidders will attach a proposed timeline for the implementation of the required services outlined in this RFP including phases, timelines, and key deliverables.

4.5.5. **Reporting and Compliance Requirements**

4.5.5.1. Sample Reporting

Bidders will provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this RFP

4.5.5.2. Certificate of Compliance

This form must be completed and submitted as part of the response for the proposal to be considered valid.

4.5.5.3. References

Bidders will provide the names, addresses, and phone numbers of at least two (2) companies with whom you have transacted similar business recently. You must include contact names who can talk knowledgeably about performance. Do not list a State of Vermont agency or employee as a reference.

5. SUBMISSION INSTRUCTIONS:

5.1. CLOSING DATE: Bids must be received by the State through VT Buys 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. Electronic bids will only be accepted via VT Buys. Bidders must register in the system to submit their bids. Additional registration information can be found online: Suppliers & Bidders | VT Buys Procurement.

6. BID SUBMISSION CHECKLIST:

- ✓ All required sections of the VTBuys Questionnaire complete
- ✓ Quotation form (Item list) in VTBuys
- ✓ Signed Certificate of Compliance uploaded in the VTBuys Questionnaire

7. ADDITIONAL ATTACHMENTS:

7.1. Standard State Contract with its associated attachments, including but not limited to:

7.1.1. Standard Contract for Services (2-13-2026 Revised)

7.1.2. Certificate of Compliance (3-1-2025 Revised)

7.1.3. Attachment C - Standard State Contract and Grant Provisions (2-13-2026 Revised)

7.1.4. Attachment D - Other Provisions for IT Professional Services (12-09-2025 revised)

7.1.5. Attachment E- Business Associate Agreement

7.1.6. Attachment F – Agency of Human Services' Customary Contract - Grant Provisions (09-02-2025)

7.1.7. Attachment G – State of Vermont – Federal Terms Supplement - Non-Construction (December 30, 2024)