



State of Vermont  
Office of Purchasing and Contracting.  
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<http://bgs.vermont.gov/purchasing>

## **SEALED BID REQUEST FOR PROPOSAL**

### **Vermont Behavioral Risk Factor Surveillance System and Youth Risk Behavior Survey**

**ISSUE DATE: August 20, 2019**

**QUESTIONS DUE BY: September 06, 2019 4:30PM**

**RFP RESPONSES DUE BY: September 26, 2019 3:00PM**

**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: Stephen Fazekas, Technology Procurement Administrator**  
**TELEPHONE: (802) 828-2210**  
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## 1. OVERVIEW:

- 1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the Office of Purchasing & Contracting on behalf of the Department of Health, Division of Health Surveillance (VDH) is seeking to establish contracts with one or more companies that can conduct the Vermont Behavioral Risk Factor Surveillance System (BRFSS) and the Youth Risk Behavior Survey (YRBS).
- 1.2. **CONTRACT PERIOD:** The contract period arising from this RFP will be December 1, 2019 through February 29, 2022. Data collection for the BRFSS will occur January 1, 2020 – December 31, 2021. The extended contract period will allow for programming and survey development prior to the start of data collection and post-data collection data processing. Contract work for the YRBS will take place August 1, 2020 – February 29, 2022. The contract will include an option to extend the contract term through February 28, 2024.
- 1.3. **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.
- 1.4. **QUESTION AND ANSWER PERIOD:** Any vendor 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.

## 2. DETAILED REQUIREMENTS/DESIRED OUTCOMES:

This request for proposals contains two distinctly different components – the BRFSS and YRBS. While it is encouraged to submit a proposal for both components, scoring will be independent, so proposals containing only one component will be reviewed.

### 2.1. Vermont Behavioral Risk Factor Surveillance System:

Designed by the CDC, the BRFSS is conducted annually in all 50 states, the District of Columbia, and U.S. territories through collaboration with state and local departments of health ([www.cdc.gov/brfss](http://www.cdc.gov/brfss)). Vermont has participated in the survey since 1990.

The BRFSS obtains information on individual behaviors that are related to the leading causes of morbidity and mortality and provides data that is not available from other sources in Vermont. The 2020 and 2021 VTBRFSS survey will include (CDC) provided core questions, selected optional modules and VDH provided state-added questions.

The BRFSS is funded each year through a cooperative agreement with CDC and funding from individual VDH programs.

BRFSS intends to complete telephone interviews with a total of 6,400 Vermont adults annually. This includes a mix of land line and cell phone samples. The expectation is that interviews will start January 1<sup>st</sup> and be complete by December 31<sup>st</sup> of each survey year (2020 and 2021).

The asthma callback survey is also designed by CDC and is an independent survey connected to the BRFSS. Adults who say they have asthma on the main BRFSS are surveyed as part of the adult asthma callback. Respondents with a child in the home who has asthma are eligible for the child asthma callback. Contingent upon CDC funding, VDH also intends to complete the adult and child asthma callback surveys.

The survey is estimated to take an average of 22 minutes to conduct. (The 2019 BRFSS survey can be found in Appendix A, Section 7.6). The sample will need to include:

- Landline sample size: 3,200
- Cell phone sample size: 3,200
- Adult asthma callback sample size: 350
- Child asthma callback sample size: 50

VDH is looking for a vendor with demonstrated experience relative to this project. Applicants must demonstrate the following minimum requirements:

1. Vendors MUST certify that calls to interviewees are made from the United States.
2. The vendor's call center is capable of making the required outgoing calls, and the ability to collect the survey data via a computer assisted telephone interviewing (CATI) system.
3. Demonstrated experience in collection of surveys that involve the collection of health information data from a random digit dial (RDD) survey. Vendors who apply need to demonstrate that they have had at least five contracts that involve collecting Behavioral Risk Factor Surveillance System (BRFSS) data.
4. Demonstrated experience collecting health information data via both landline and cell phone samples.
5. Demonstrated ability to adhere to all Centers for Disease Control and Prevention (CDC) BRFSS procedures and protocols.

The BRFSS is a random digit-dialed telephone survey of approximately 6,400 non-institutionalized Vermont adults (18 and older). The contractor will be responsible for drawing and managing the sample, conducting all telephone interviews, data cleaning, data set delivery to CDC and VDH, and following all CDC BRFSS protocols. Potential bidders must describe their ability and approach to provide the requested services by providing information in response to each section listed below.

**2.1.1. Complete 6,400 telephone interviews among non-institutionalized Vermont adults (18 and older).**

2.1.1.1. Describe what procedures will be used to sample and conduct the BRFSS, in accordance with the specifications supplied by CDC and VDH as listed below:

- Work with CDC to determine the amount of monthly sample CDC will provide, and, as needed, adjust the monthly sample size throughout the fielding period.
- Conduct interviews during the period specified by CDC each month.

2.1.1.2. Describe ability to complete 3,200 landline interviews using the following estimated distribution by county:

County	Estimated # Landline Interviews
Addison	205
Bennington	229
Caledonia	193
Chittenden	373
Essex	133
Franklin	217
Grand Isle	133
Lamoille	181
Orange	181
Orleans	193
Rutland	313
Washington	277
Windham	265
Windsor	301

2.1.1.3. Describe ability to complete 3,200 cell phone interviews using the following estimated distribution by region:

Region	Estimated # Cell Interviews
Addison County	156
Bennington County	252
Caledonia, Essex, Orange, and Washington Counties	876
Chittenden County	492
Franklin and Grand Isle Counties	300
Lamoille County	120
Orleans County	204
Rutland County	300
Windham County	252
Windsor County	252

- 2.1.1.4. Provide suggestions for improving landline and cell phone sampling designs or distributions while maintaining representative county level samples.
- 2.1.1.5. Describe how the landline survey will be implemented including, but not limited to, the following:
  - Utilization of disproportionate stratified sampling drawn from listed and unlisted 1+ block telephones.
  - Suggested protocol for household selection process
  - Ability to utilize CDC call attempts protocol
    - o Provide suggestions for adjusting this protocol
- 2.1.1.6. Describe how the cell phone survey will be implemented including, but not limited to, the following:
  - Utilization of cell phone sample drawn from dedicated cell phone 1,000 blocks.
  - Cell phone sample will be limited to Vermont residents only; non-Vermont residents will be screened out.
  - Use of manual dialing
  - Ability to utilize CDC call attempts protocol
    - o Provide suggestions for adjusting this protocol
- 2.1.1.7. Describe how the vendor will attempt to achieve a response rate of 50% or greater.
  - Provide suggestions for improving response rates
- 2.1.1.8. Describe vendor's ability to complete the adult and child asthma callback surveys.
  - The number of callback survey interviews completed annually is estimated at 350 adults and 50 children with asthma.
  - Describe how the vendor will attempt to increase participation in the asthma callback surveys, both rates of consent and completion.
- 2.1.1.9. Describe quality assurance procedures for interviews and interviewers.
  - Include internal monitoring and procedures as well as ability to accommodate VDH interview monitoring, both on and off site.
  - Include description of interviewer training procedures.

**While this RFP requests bidders to submit a proposal based on a 50/50 landline/cellphone sample, bidders are encouraged to also submit suggested changes to this sample while still maintaining a representative survey population of Vermont's counties. It is understood that percent of cellphone only households continues to increase and response rates among landline users continue to decrease. We welcome other suggestions to create the most efficient and representative sample of Vermont's population.**

**2.1.2. Provide monthly updates, data sets, final technical report, and technical support.**

- 2.1.2.1. Provide the monthly raw data set to CDC in text format and the VDH in SPSS or SAS format by the 10<sup>th</sup> day of the month following data collection.
- 2.1.2.2. Describe what will be provided in periodic disposition reports. At a minimum these reports must be made available monthly and include at least the count and percent for each disposition code.
  - Reports are expected for both the main BRFSS and asthma callback surveys.
  - Reports must be provided to VDH approximately two weeks following the last day of CDC's interviewing schedule.
  - Complete call history for each phone number (number of attempts, date and disposition of each attempt) should be maintained and made available at the VDH's request.
- 2.1.2.3. Describe how annual technical report will be constructed.
- 2.1.2.4. Upon receipt of edit reports from CDC, correct and verify files as needed, and submit updated files to CDC and the VDH within two weeks.
- 2.1.2.5. Describe staff availability throughout the survey fielding period to provide consultation and technical support to VDH staff.

**2.2. Youth Risk Behavior Survey:**

Developed and supported by the CDC, the YRBS is a biennial web-based survey of students enrolled in public and private schools in grades 6-12. Vermont has participated in the survey since 1993. It is sponsored by VDH sponsors in cooperation with the Vermont Department of Education.

The YRBS is used to assess behaviors related to the leading causes of mortality and morbidity among youth. The 2021 YRBS will include two different web-based surveys that include CDC standard questions, select optional questions, and VDH provided state-added questions.

VDH intends to survey all students enrolled in public middle and high schools and select independent and technical schools. The middle school survey will include approximately 16,000 to 18,000 students in grades 6-8 and will be approximately 75 questions. The high school survey will include approximately 25,000 to 29,000 students in grades 9-12 and will be approximately 110 questions. Schools will conduct the YRBS between January and April 2021 with most students participating in February and March.

Vermont has a variety of school enrollment arrangements. Some schools will need to receive and complete both the middle and high school surveys, while others will receive only the middle or high school survey (see table estimating school arrangements below). Additionally, each school has a different structure for having students complete the survey. This process will require considerable coordination.

<b>Survey Type</b>	<b>Approximate number of schools</b>
High School	35
Middle School	95
Both High School and Middle School	45

VDH is looking for a vendor with demonstrated experience relative to this project. This includes seeking a vendor that can create the YRBS web-survey administration tool, including development, programming and testing, apply the appropriate school-level codes, and produce separate ASCII datasets for middle school survey data and high school survey data. The vendor must be able to demonstrate an ability to adhere to all CDC YRBS procedures and protocols. In addition, VDH seeks a contractor who can provide additional local level weights once a final data file is processed and cleaned by the CDC

The bidder must describe its ability and approach to provide the requested services by providing information in response to each section listed below.

**2.2.1. Develop a web-survey tool to implement the YRBS.**

2.2.1.1. Describe the vendor’s experience with implementing school-based data collection with students, including the system used, system and data management, and technical support.

2.2.1.2. Describe the vendor’s ability to develop, program and test web-based surveys, in accordance with specifications supplied by VDH and CDC including the minimum requirements listed below:

- Develop and program two separate web-based survey tools meeting the requirements set forth by VDH and CDC. Questionnaires will be provided by VDH (see Appendix B, Section 7.7 for the surveys used for the 2019 YRBS).
- Develop and program a teacher-level enrollment survey that will be feed into the YRBS Tracking Form in accordance to all CDC and VDH specifications.
- Work with VDH and the CDC (including their Technical Assistance Contractor Westat) to test the surveys and obtain approval of the web-based survey following the CDC Required Tasks and Deadlines timeline.

**2.2.2. Provide online survey logistics support including distributing school level packets, survey management, ongoing support for student and teacher surveys, and online client status reports.**

2.2.2.1. Describe ability to create and distribute school level packets for survey administration, including: instructions for administration, administrator scripts, help FAQ's, and unique sign-in cards for students.

2.2.2.2. Describe the vendor’s ability to capture teacher-level Class Enrollment data to feed into the YRBS Tracking Form in accordance to all CDC and VDH specifications.

- Work with the CDC to submit the YRBS Tracking Form in accordance to all CDC and VDH specifications.

- Complete the standard Classroom-level Sample Information Forms for each sampled school.

2.2.2.3. Describe vendors ability to respond to questions from participating schools within 24 hours regarding technology issues.

2.2.2.4. Describe vendor's ability to capture, and share with VDH, survey completion metadata, such as completes/initiated surveys and time in which surveys are completed. Provide suggested list of metadata fields to be shared with VDH.

**2.2.3. Provide weekly updates, preliminary and final data sets.**

2.2.3.1. Describe the vendor's ability to provide status reports including a YRBS tracking form and what will be made available in weekly status reports during the fielding period.

2.2.3.2. Describe ability to provide preliminary and final data sets to VDH and CDC in accordance with VDH and CDC timelines and specifications. At a minimum these two (2) ASCII (.dat) data files to the VDH and two (2) ASCII (.dat) data files to the CDC. Files will be sent from a secure file transfer protocol website (SFTP). The vendor will correct and verify files as needed.

2.2.3.3. Describe staff availability to provide technical support including managing the system configuration and survey logistics support including distributing school level packets, survey management, ongoing support for student and teacher surveys, and online client status reports.

2.2.3.4. Describe the vendor's ability to weight data.

- Create supervisory union weights for the middle school and high school data files. The weighting process should be similar to those used by the CDC/Westat. VDH will provide the vendor with a final data file upon receipt from the CDC/Westat along with the necessary school enrollment information (fall 2021).

**2.2.4. Non-Functional Requirements for YRBS.**

2.2.4.1. Vendors must rate the level to which they comply with the non-functional requirements listed in the Non-Functional Requirements Response Form.

**2.3. General Project Management:**

2.3.1. Describe vendor's ability to provide a project manager for each project (2.1 BRFSS and 2.2 YRBS) as single points of contact who will coordinate all aspects of the projects.

2.3.2. Describe the vendor's ability to outline in detail the deliverables for the project. VDH will approve the project plan before work proceeds.

- If requirements change during the project, the contractor will use a standard change control process to document needed changes and present them to VDH for review and approval before implementation.

**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.

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.

3.1.3. **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.

3.1.4. **Evaluation of Responses and Selection of Bidder(s).** 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.

**3.2. 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.

3.2.1. **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.

3.2.2. **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.**

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

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

**3.4. 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

3.4.1. **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.

The evaluation team will determine if each proposal is sufficiently responsive to the RFP to permit a complete evaluation of the individual/organization and experience. Proposals must comply with the instructions to bidders contained in Section 4. Failure to comply with the instructions shall deem the proposal non-responsive and subject to rejection without further consideration. The State reserves the right to waive irregularities.

**Scoring Information:** BRFS and YRBS will be scored separately using the following scoring:

<b>Response Section</b>		<b>Maximum Points Awarded</b>
Response Section II	General Background	15
Response Section III	Ability to Implement the Activities and Specifications of this RFP	40
Response Section V	Staffing	15
Response Section VI	Pricing Schedule	30
<b>Maximum Points Awarded</b>		<b>100</b>

**3.5. STATEMENT OF RIGHTS:** The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor'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.

**3.6. CONTRACT TERMS:** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachments C,D & F as attached to this RFP for reference. The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.

**3.6.1. PAYMENT TERMS:** All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent. Payment terms are Net 30 days from receipt of an error-free invoice with all applicable supporting documentation.

**3.7. Contractor Performance Guidance**

All bidders will be held to specific performance review criteria over the life of the contract to ensure that project deliverables as outlined in the RFP and attested to in the Scope of Work are being met. Review of project deliverables will occur at intervals agreed upon by both the State and the Contractor and designated in the contract.

<b>BRFSS Performance Requirements</b>			
<b>Desired Outcomes</b>	<b>Performance Measures</b>	<b>Means of Verification</b>	<b>Incentives / Disincentives</b>
Conduct the VT Behavioral Risk Factor Surveillance System Survey with Vermont residents in accordance with CDC BRFSS protocol.	6,400 interviews with 3,200 completed via cell phone annually by December 31 <sup>st</sup> each year	Monthly updates showing progress toward total interviews. Final data file	Penalty of 10% of the total BRFSS portion of the contract amount if 6,400 interviews are not completed by December 31 <sup>st</sup> each year.
	At least 3,200 interviews are completed with land line phone users	Monthly updates showing progress toward total interviews. Final data file	Penalty of 5% of the total BRFSS portion of the contract amount if there are fewer than 3,200 completed surveys of land line users.
Interview Vermonters on chronic conditions, demographics, risk behaviors, preventive behaviors, and health screening.	At least 3,200 interviews are completed with cell phone users	Monthly updates showing progress toward total interviews. Final data file	Penalty of 5% of the total BRFSS portion of the contract amount if there are fewer than 3,200 completed surveys of cell phone users.
Deliver a dataset monthly to CDC and VDH.	Meet monthly quotas for landline and cell phone completes (e.g. 400 land line surveys per month)	Monthly updates showing progress toward total interviews	Incentive payment of 1% of the total BRFSS portion of the contract amount if ALL monthly quotas for landline AND cell phone calls met.
	50% of the sample responds to the survey using the American Association of Public Opinion Research (AAPOR) method	Final phone records	Incentive payment of 2% of the total BRFSS portion of the contract amount if AAPOR #4 is greater than 50%.



<b>YRBS Performance Requirements</b>			
<b>Desired Outcomes</b>	<b>Performance Measures</b>	<b>Means of Verification</b>	<b>Incentives / Disincentives</b>
<p>Conduct the VT YRBS with Vermont middle and high school students in accordance with CDC YRBS protocol.</p> <p>Develop and conduct online survey of VT students on risk and preventive behaviors.</p> <p>Deliver dataset to CDC and VDH.</p> <p>Create supervisory union level weights.</p>	Survey configured and test data file created.	Survey and test data file approved by CDC/VDH.	Penalty of 5% of the total YRBS portion of the contract if web-based administration not approved and alternative method of survey administration (i.e. paper and pencil) required.
	Final materials and school information configured into web-based system.  100% of schools receive administration materials by second week in January.	Test survey codes provided for schools.  Administration packets received by schools.	Penalty of 2% of the total YRBS portion of the contract if schools do not receive test codes and administration packets by January 11 <sup>th</sup> , 2021.
	Survey administration monitored and technical support provided.	Weekly updates showing progress toward all schools completing the survey; Weekly tracking forms provided to VDH.	Incentive payment of 1% of the total YRBS portion of the contract if fewer all 15 weekly updates are provided on time.
	Preliminary data file created after the first two schools complete survey administration.	Preliminary data files approved by CDC.	Penalty of 2% of the total YRBS portion of the contract if preliminary data files are not submitted to the CDC within one week of the first two schools completing survey administration.
	Final data file formatted and submitted to CDC.	Final data file accepted by CDC by May 15 <sup>th</sup> , 2021.	Penalty of 2% of the total YRBS portion of the contract if the final data has not been submitted and accepted by the CDC by May 15 <sup>th</sup> , 2021.
	Local weight created within 8 weeks of receiving final data set from CDC.	Final data file received by VDH.	Penalty of 5% of the total contract if VDH has not received the final data set with local weights within 8 weeks of ICF receiving the final data set from CDC.

**3.8. Contractor Staffing**

Key staff member(s) must be assigned to this contract for the full duration proposed. None of the key staff member(s) may be reassigned or otherwise removed early from this project without explicit written permission of the VDH.

The contractor must identify staff member(s) who will remain on this project until completion, unless indicated otherwise in the contractor’s proposal. The contractor may propose other staff members as “key” if desired. The contractor will make every reasonable effort to ensure that the early removal of a key staff member has no adverse impact on the successful completion of this project.

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 RFP. Proposals must be no longer than 25 pages, excluding staff résumés, the cost proposal and references. The format of the vendor's proposal must include, at a minimum the following chapters, numbered as follows:

- Response Section I: Cover Letter, Insurance Certificate and Form W-9
- Response Section II: General Background and Qualifications
- Response Section III: Ability to Implement the Activities and Specifications of this Contract; Part 1: BRFSS; Part 2: YRBS
- Response Section IV: References
- Response Section V: Staffing
- Response Section VI: Cost Proposal; Part 1: BRFSS, Part 2 YRBS
- Response Section VII: Exceptions
- Response Section VIII: Acceptance of RFP and State Contract Conditions

#### **4.1. NUMBER OF COPIES:**

4.1.1. Submit an unbound original (clearly marked as such) and five (5) paper copies and one digital copy in PDF.

4.1.2. The bid should include a Cover Letter and Technical Response and a separate Pricing Schedule.

#### **4.2. Response Section I: Cover Letter**

4.2.1. The cover letter must be signed and dated by a person authorized to legally bind the vendor to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the cover letter must include by attachment the following information about the vendor and any proposed subcontractors:

- Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.
- Legal status of the vendor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business, as the entity now substantially exists.
- Location of the facility from which the vendor would operate.
- Number of years of experience carrying out the activities of this contract.
- Provision of a single point managerial level contact to coordinate all State requirements and to be the point of contact for any problems/questions that may arise.
- Certificate of Insurance must be included in Response Section I.
- Request for Taxpayer Identification Number and Certification (Form W-9) must be included in Response Section I.
- Statement outlining your acceptance of conditions outlined in the RFP and with the State's contract provisions.

4.2.2. Confidentiality. To the extent your bid contains information you consider to be proprietary and confidential, you must comply with the following requirements concerning the contents of your cover letter and the submission of a redacted copy of your bid (or affected portions thereof).

4.2.3. The successful response will become part of the contract file and will become a matter of public record, as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under the State's Public Records Act, 1 V.S.A. § 315 et seq., the bidder shall submit a cover letter that clearly identifies each page or section of the response that it

believes is proprietary and confidential. The bidder shall also provide in their cover letter a written explanation **for each marked section** explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the bidder if the identified material were to be released. Additionally, the bidder must include a redacted copy of its response for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances can the entire response be marked confidential, and the State reserves the right to disqualify responses so marked.

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

#### **4.3. Response Section II: Background**

Provide details concerning the form of business organization, company size and resources; describe particular experience relevant to the proposed project and list all current or past State projects. Bidder must provide answers that show they meet the minimum qualifications as outlined in Section 2.1. and 2.2.

If a Bidder intends to use subcontractors, the Bidder must identify in the proposal the names of the subcontractors, the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s), as above.

#### **4.4. Response Section III: Ability and Approach to Implement the Activities and Specifications of this Contract**

The section of the proposal the bidder will attach its answers to the requested information, as asked in Sections 2.0 and 2.1 (and all sub-sections).

#### **4.5. Response Section IV: References**

In order to validate the highest-ranking proposal, references will be contacted for further input. These clients may be contacted to determine the quality of the work performed and the personnel assigned to the project. The results of the reference calls will be used by the evaluation team in developing its recommendation for awarding the contract.

Bidder must provide at least three (3) references along with the name, title, phone number, and email address of the person who can speak to the bidder's work and experience.

#### **4.6. Response Section V: Staffing**

Identify the project manager that will be assigned to Vermont, should a contract be awarded, and attach a resume.

Bidder will provide an organization chart and describe the experience of the persons that are present.

#### **4.7. Response Section VI: Price Schedule:**

See the "Price Schedule" layout attached. Bidders shall submit their pricing information in the Price Schedule attached to the RFP.

Note: Bidders should be aware that contract payment will be based on successful completion of all deliverables. Final invoice payment will be affected by the response rate achieved and the date by which all surveys are completed by the vendor.

#### **4.8. Response Section VII: Exceptions**

If the vendor should choose not to address a certain Activity, Deliverable or Condition, the vendor's proposal must clearly explain why and what the vendor proposes as an alternative.

#### **4.9. Response Section VIII: Bidder's Review of RFP, State Contract Template, and Insurance Requirements.**

Vendor indicates they have reviewed the terms and all provisions of the Request for Proposal, the State of Vermont contract template and insurance requirements and accepts conditions set forth.

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

**4.11. NON-FUNCTIONAL REQUIREMENTS RESPONSE FORM:** This form must be completed and submitted as part of the YRBS response in order for YRBS proposals to be considered valid.

## 5. SUBMISSION INSTRUCTIONS:

**5.1. CLOSING DATE:** Bids must be received by the due date and at the location specified on the front page of this RFP.

**5.2.** The bid opening will be held at **109 State Street, Third Floor, Montpelier, VT** and is open to the public.

**5.3. SECURITY PROCEDURES:** **Please be advised extra time will be needed when visiting and/or delivering information to 109 State Street. All individuals visiting 109 State Street must present a valid government issued photo ID when entering the facility.**

**5.4. SEALED BID INSTRUCTIONS:** All bids must be sealed and must be addressed to the State of Vermont, Office of Purchasing & Contracting, **109 State Street – Third Floor, Montpelier, VT 05609-3001**. **BID ENVELOPES MUST BE CLEARLY MARKED ‘SEALED BID’ AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.**

5.4.1. All bidders are hereby notified that sealed bids must be received and time stamped by the Office of Purchasing & Contracting located at **109 State Street – Third Floor, Montpelier, VT 05609-3001** - by the time of the bid opening. Bids not in possession of the Office of Purchasing & Contracting at the time of the bid opening will be returned to the vendor, and will not be considered. **Any delay deemed caused by Security Procedures and courier/mail delivery service will be at the bidder's own risk.**

5.4.2. Office of Purchasing & Contracting may, for cause, change the date and/or time of bid openings or issue an addendum. If a change is made, the State will make a reasonable effort to inform all bidders by posting at: <http://www.bgs.state.vt.us/pca/bids/bids.php>

5.4.3. All bids will be publicly opened. Typically, the Office of Purchasing & Contracting will open the bid, read the name and address of the bidder, and read the bid amount. However, the Office of Purchasing & Contracting reserves the right to limit the information disclosed at the bid opening to the name and address of the bidder when, in its sole discretion, the Office of Purchasing & Contracting determines that the nature, type, or size of the bid is such that the Office of Purchasing & Contracting cannot immediately (at the opening) determine that the bids are in compliance with the RFP. As such, there will be cases in which the bid amount will not be read at the bid opening. Bid openings are open to members of the public. Bid results are a public record however, the bid results are exempt from disclosure to the public until the award has been made and the contract is executed.

## 5.5. DELIVERY METHODS:

**5.5.1. SECURITY PROCEDURES:** **Note that security procedures concerning delivery of any mail or parcels to 109 State Street may delay receipt of mail/parcel pieces by one business day.**

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

5.5.3. EXPRESS DELIVERY: If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the State until the express delivery package has been

received and time stamped by the Office of Purchasing & Contracting. **Due to security procedures express deliveries must be received by 10:30 AM in order to be received by the Office of Purchasing & Contracting that same day.**

5.5.4.HAND DELIVERY: Hand carried bids shall be delivered to a representative of the Office of Purchasing & Contracting prior to the bid opening.

5.5.5.ELECTRONIC: Electronic bids will not be accepted.

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

6. **ATTACHMENTS:**

- 6.1. Standard State Contract Form - **to be completed upon awarding of contract**
- 6.2. Attachment C: Standard State Contract Provisions
- 6.3. Attachment D: Information Technology Professional Services Terms and Conditions
- 6.4. Attachment F: Agency of Human Services Customary Contract/Grant Provisions
- 6.5. Certificate of Compliance
- 6.6. Price Schedule
- 6.7. Non-Functional Requirements Response Form
- 6.8. Appendix A, BRFSS 2019 Questionnaire
- 6.9. Appendix B, YRBS 2019 Questionnaires

## STANDARD CONTRACT FOR 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. **Attachments.** This contract consists of \_\_\_ pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017)

Attachment D – Information Technology Professional Services Terms and Conditions

Attachment F - Agency of Human Services Customary Contract/Grant Provisions

Additional attachments may be lettered as necessary

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment D (if applicable)
- (3) Attachment C (Standard State Provisions for Contracts and Grants)
- (4) Attachment A
- (5) Attachment B
- (6) Attachment F

List other attachments, if any, in order of precedence

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

By the State of Vermont:

By the Contractor:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF VERMONT STANDARD CONTRACT FOR SERVICES Contract # \_\_\_\_\_

**ATTACHMENT A – STATEMENT OF WORK**

The Contractor shall: \_\_\_\_\_



**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.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the State at the following address:

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 15, 2017**

**1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

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

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

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

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

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

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

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or

indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

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

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts

threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

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

**16. Taxes Due to the State:**

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

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

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall 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).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

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

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

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

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control

Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

- C. **Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

### **32. Requirements Pertaining Only to State-Funded Grants:**

- A. **Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.
- B. **Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D  
INFORMATION TECHNOLOGY PROFESSIONAL SERVICES  
TERMS AND CONDITIONS (rev. 3/21/19)

**1. OWNERSHIP AND LICENSE IN DELIVERABLES**

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

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

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

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

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

“Work Product” means any tangible or intangible ideas, inventions, improvements, modifications, discoveries, development, customization, configuration, methodologies or processes, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, work of authorship, specifications, operating instructions, procedures manuals or other documentation, technique, know-how, secret, or intellectual property right whatsoever or any



interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection), that is specifically made, conceived, discovered or reduced to practice by Contractor, either solely or jointly with others, pursuant to this Contract. Work Product does not include Contractor Intellectual Property or third party intellectual property.

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

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

## **2. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING**

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

**2.2 Confidentiality of Contractor Information.** The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with 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.

**2.3 Confidentiality of State Information.** In performance of this Contract, and any exhibit or schedule hereunder, the Party acknowledges that certain State Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq ("State Data"). In addition to the provisions of this Section, the Contractor shall comply with the requirements set forth in the State's HIPAA Business Associate Agreement attached hereto as Attachment E. Before receiving or controlling 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.

State Data shall not be stored, accessed from, or transferred to any location outside the United States. The Contractor agrees that (a) it will use the State Data only as may be necessary in the course of performing duties or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information; (c) it will not publish, reproduce, or otherwise divulge any State Data in whole or in part, in any manner or form orally or in writing to any third party unless it has received written approval from the State and 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 State'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 will take reasonable measures as are necessary to restrict access to State Data in the Contractor's possession to only those employees on its staff who must have the information on a "need to know" basis. The Contractor shall not retain any State Data except to the extent required to perform the services under this Contract.

Contractor shall not access State user accounts or State Data, except in the course of data center operations, response to service or technical issues, as required by the express terms of this Contract, or at State's written request.

Contractor may not share State Data with its parent company or other affiliate without State's express written consent.

The Contractor shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Contractor or any third party hosting service of the Contractor may have access, so that the State may seek an appropriate protective order.

### 3. SECURITY OF STATE INFORMATION.

**3.1 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 NIST *Special Publication 800-53* (version 4 or higher) and *Federal Information Processing Standards Publication 200* and designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Data which shall include, 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.

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

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

requested by the State. Contractor shall analyze and document the incident and provide all notices required by applicable law.

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

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

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all applicable State and federal laws, rules or regulations) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification.

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

**3.3 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.

**3.4 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.

**3.5 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.

**3.6 Vulnerability Testing.** The Contractor shall run quarterly vulnerability assessments and promptly report results to the State. Contractor shall remediate all critical issues within 90 days, all medium issues within 120 days and low issues within 180 days. Contractor shall obtain written State approval for any exceptions. Once remediation is complete, Contractor shall re-perform the test.

## **CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

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

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

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

- (i) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.
- (ii) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.
- (iii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

## **5. PROFESSIONAL LIABILITY AND CYBER LIABILITY INSURANCE COVERAGE**

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain (a)

Technology Professional Liability insurance for any and all services performed under this Contract, with minimum third party coverage of \$1,000,000 per claim, \$2,000,000 aggregate. To the extent Contractor has access to, processes, handles, collects, transmits, stores or otherwise deals with State Data, Contractor shall maintain first party Breach Notification Coverage of not less than \$1,000,000.

Before commencing work on this Contract the Contractor must provide certificates of insurance to show that the foregoing minimum coverages are in effect.

With respect to the first party Breach Notification Coverage, Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Contract.

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

## **7. TERMINATION**

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

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

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

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

- 9. IRS TERMS IF FEDERAL TAX INFORMATION WILL BE PROCESSED OR STORED (Per IRS Publication 1075)**

To the extent Contractor's performance under this Contract involves the processing or storage of Federal tax information, then, pursuant to IRS Publication 1075, the following provisions shall apply in addition to any other security standard or requirements set forth in this Contract:

## **A. PERFORMANCE**

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by its employees with the following requirements:

1. All work will be done under the supervision of the Contractor or the Contractor's employees.
2. The Contractor and the Contractor's employees with access to or who use Federal tax information must meet the background check requirements defined in IRS Publication 1075.
3. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
4. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
5. The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
6. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the State or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the State or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.
7. All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
8. No work involving Federal tax information furnished under this Contract will be subcontracted without prior written approval of the IRS.
9. The Contractor will maintain a list of employees authorized access. Such list will be provided to the State and, upon request, to the IRS reviewing office.
10. The State will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

## **B. CRIMINAL/CIVIL SANCTIONS:**

1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as

\$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431, and set forth at 26 CFR 301.6103(n)-1.
3. Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to State records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
4. Prior to Contractor having access to Federal tax information, Contractor shall certify that each Contractor employee or other individual with access to or who use Federal tax information on Contractor's behalf pursuant to this Contract understands the State's security policy and procedures for safeguarding Federal tax information. Contractor's authorization to access Federal tax information hereunder shall be contingent upon annual recertification. The initial certification and recertification must be documented and placed in the State's files for review. As part of the certification, and at least annually afterwards, Contractor will be advised of the provisions of IRCs 7431, 7213, and 7213A (see IRS Publication 1075 *Exhibit 4, Sanctions for Unauthorized Disclosure*, and *Exhibit 5, Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches (See Publication 1075, Section 10). For both the initial certification and the annual certification, the Contractor must sign a confidentiality statement certifying its understanding of the security requirements.

### **C. INSPECTION:**

The IRS and the State, with 24 hours' notice, shall have the right to send its officers, employees, and inspectors into the offices and plants of the Contractor for inspection of the facilities and operations



provided for the performance of any work under this Contract. for compliance with the requirements defined in IRS Publication 1075. The IRS's right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology assets that access, store, process or transmit Federal tax information. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

**10. SOV Cybersecurity Standard 19-01**

All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL:

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

**Attachment F**  
**AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS**

1. **Definitions:** For purposes of this Attachment F, the term “Agreement” shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term “Party” when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term “Party” shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term “Party” as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term “Party” shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.
2. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.
3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont’s Medicaid program and Vermont’s Global Commitment to Health Waiver*):

**Inspection and Retention of Records:** In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont’s Medicaid program and Vermont’s Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

**Subcontracting for Medicaid Services:** Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

**Medicaid Notification of Termination Requirements:** Party shall follow the Department of Vermont Health Access Managed-Care-Organization enrollee-notification requirements, to include the requirement that Party provide timely notice of any termination of its practice.

**Encounter Data:** Party shall provide encounter data to the Agency of Human Services and/or its departments and ensure further that the data and services provided can be linked to and supported by enrollee eligibility files maintained by the State.

**Federal Medicaid System Security Requirements Compliance:** Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

4. **Workplace Violence Prevention and Crisis Response** (*applicable to any Party and any subcontractors and sub-grantees whose employees or other service providers deliver social or mental health services directly to individual recipients of such services*):

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA §8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational Safety and Health Administration for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

Party, through its violence protection and crisis response committee, shall evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. The policy and any written evaluations thereof shall be provided to employees delivering direct social or mental health services.

Party will ensure that any subcontractor and sub-grantee who hires employees (or contracts with service providers) who deliver social or mental health services directly to individual recipients of such services, complies with all requirements of this Section.

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or

written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors:**

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as “employees” and “independent contractors” for all purposes, to include for purposes related to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of “workers” and “independent contractors” relating to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

7. **Data Protection and Privacy:**

**Protected Health Information:** Party shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this Agreement. Party shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

**Substance Abuse Treatment Information:** Substance abuse treatment information shall be maintained in compliance with 42 C.F.R. Part 2 if the Party or subcontractor(s) are Part 2 covered programs, or if substance abuse treatment information is received from a Part 2 covered program by the Party or subcontractor(s).

**Protection of Personal Information:** Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual’s identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place or birth, mother’s maiden name, etc.

**Other Confidential Consumer Information:** Party agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to and uses of personal information relating to any beneficiary or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

**Data Breaches:** Party shall report to AHS, through its Chief Information Officer (CIO), any impermissible use or disclosure that compromises the security, confidentiality or privacy of any form of protected personal information identified above within 24 hours of the discovery of the breach. Party shall in addition comply with any other data breach notification requirements required under federal or state law.

8. **Abuse and Neglect of Children and Vulnerable Adults:**

**Abuse Registry.** Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact through (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

**Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. **Information Technology Systems:**

**Computing and Communication:** Party shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Party as part of this agreement. Options include, but are not limited to:

1. Party's provision of certified computing equipment, peripherals and mobile devices, on a separate Party's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

**Intellectual Property/Work Product Ownership:** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement -- including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement, or are a result of the services required under this grant -- shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30-days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

Party shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State of Vermont.

If Party is operating a system or application on behalf of the State of Vermont, Party shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Party's materials.

Party acknowledges and agrees that should this agreement be in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, Party is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. Such agreement will be subject to, and incorporates here by reference, 45 CFR 74.36, 45 CFR 92.34 and 45 CFR 95.617 governing rights to intangible property.

**Security and Data Transfers:** Party shall comply with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Party of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Party to implement any required.

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. Party will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, Party shall securely delete data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

Party, in the event of a data breach, shall comply with the terms of Section 7 above.

10. **Other Provisions:**

**Environmental Tobacco Smoke.** Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

**2-1-1 Database:** If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will provide to Vermont 211 relevant descriptive information regarding its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The "Inclusion/Exclusion" policy can be found at [www.vermont211.org](http://www.vermont211.org).

**Voter Registration:** When designated by the Secretary of State, Party agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

**Drug Free Workplace Act:** Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

**Lobbying:** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any 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, continuation, renewal, amendments other than federal appropriated funds.

## CERTIFICATE OF COMPLIANCE

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

- A. **NON COLLUSION:** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.
- B. **CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.

C. **FORM OF PAYMENT:** Does Bidder accept the Visa Purchasing Card as a form of payment?

\_\_\_ Yes \_\_\_ No

D. **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

**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.



E. 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<sup>SM</sup> Certification
  - Other internationally recognized building certification:
- 

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

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

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

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

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Bidder Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_\_ E-Mail: \_\_\_\_\_

By: \_\_\_\_\_ Name: \_\_\_\_\_  
Signature of Bidder (or Representative) (Type or Print)

**END OF CERTIFICATE OF COMPLIANCE**

**\*\*Please note, the State and Contractor may negotiate a price adjustment for the 2021 BRFSS survey should methodology change significantly from the 2020 survey.**

### PRICE SCHEDULE

This section of the proposal shall include pricing for the BRFSS and YRBS surveys. Vendors must submit pricing information using the following format shown under “Price Schedule.”

The cost proposal should include dollar values in each cell of the following table:

BRFSS Deliverable Description	2020 BRFSS Fixed Price or hourly rate and expected # of hours	2021 BRFSS Fixed Price or hourly rate and expected # of hours
Main BRFSS	\$	\$
Land line survey (3,200 interviews)	\$	\$
Land line price / complete	\$	\$
Cell phone survey (3,200 interviews)	\$	\$
Cell phone price / complete	\$	\$
Adult Asthma Callback Survey	\$	\$
Child Asthma Callback Survey	\$	\$
Other supplemental items (e.g. to improve response rate).	\$	\$
Total Project Cost	\$	\$

YRBS Deliverable Description	Fixed Price or hourly rate and expected # of hours
Project management	\$
Survey tool development and testing	\$
Survey packet distribution to schools	\$
Postage amount (of distribution total)	\$
Survey support	\$
Data set preparation	\$
Weighting	\$
Total Project Cost	\$

Name of Bidder: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

## NON- FUNCTIONAL REQUIREMENTS RESPONSE FORM

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.

Comments may be provided in the “Comments” column for requirements not met by the proposed solution.

Focus	Specifics	Requirement Description	Comply	Comments
Data Center	Location	Data center facilities will be located in the United States. If the solution contains FTI or other sensitive data, FedRamp is required.		
Hosting & General Security Services	Annual Testing	Hosting Service Provider will test the Information Security Incident Response Plan (ISIRP) once per year. Chief-Level, e.g., a CEO, a CIO or a CTO executive approval is required for unscheduled testing.		
Hosting & General Security Services	Annual Testing	Hosting Service Provider will periodically test its incident response procedures under the direction of an incident commander. At the conclusion of each test, the commander will submit a gap analysis report to incident response management along with recommendations for corrective actions.		
Hosting & General Security Services	Assessments	Security assessments will be performed prior to releasing solutions into production.		
Hosting & General Security Services	Asset Control	Hosting Service Provider will maintain a Hosting Service Provider Information Security Policy which describes the principles for development, executive approval, implementation, and maintenance of all information security policies and practices at Hosting Service Provider. Security Includes governing principles, e.g., need to know, Least Privilege, and Separation of Duties. Employees, Service Providers and temporary employees are subject to the Hosting Service Providers Information Security Policy.		
Hosting & General Security Services	Asset Control	Upon termination of services, Hosting Service Provider will return information held in paper form to the State or destroy in accordance with the Hosting Service Provider Information Protection Policy.		

Focus	Specifics	Requirement Description	Comply	Comments
Hosting & General Security Services	Asset Control	Information assets will be classified in accordance with the "Hosting Service Providers" Information Protection Policy. This Hosting Service Provider policy identifies the State data as among Hosting Service Provider's top two categories of confidential information, which have associated limits on access, distribution, and handling. Hosting Service Provider will keep the information confidential in accordance with security/compliance requirements.		
Hosting & General Security Services	Audits	The State will provide a written request to the Hosting Service Provider with information detailing the requested scope of the audit and the regulatory obligation necessitating the audit. If a third party Service Provider is to conduct the audit, the third party Service Provider will be mutually agreed by the State and the Hosting Service Provider. The third party auditor is required to execute a written confidentiality agreement acceptable to the Hosting Service Provider before conducting the audit.		
Hosting & General Security Services	Audits	Audits will be conducted during regular business hours, subject to Hosting Service Provider policies and regulations, and will not unreasonably interfere with Hosting Service Provider business activities.		
Hosting & General Security Services	Audits	Hosting Service Provider will acknowledge that the State will be subject to audits by entities other than regulators. If the information required for such an audit is not contained in a SSAE 18 or ISAE 3402 report, the Hosting Service Provider will make reasonable efforts to provide the required information to the auditor.		
Hosting & General Security Services	Audits	External audits against Hosting Service Provider controls will be supplied to the State annually.		
Hosting & General Security Services	Audits	Hosting Service Provider will enable database auditing.		
Hosting & General Security Services	Audits	Servers will enable default log file settings for auditing critical events		

Focus	Specifics	Requirement Description	Comply	Comments
Hosting & General Security Services	Audits	<p>Hosting Service Provider(s) will regularly undergo third party auditor reviews of production deployments using the standards in the SSAE 18 and ISAE 3402. Effective June 15, 2011, the auditing standard for services organizations changed from the "SAS No. 70, Service Organizations" to (a) the International Standard on Assurance Engagements (ISAE) No. 3402, Assurance Reports on Controls at a Service Organization, which was issued in December 2009 by the International Auditing and Assurance Standards Board (IAASB), which is part of the International Federation of Accountants (IFAC); and (b) the Statement on Standards for Attestation Engagements (SSAE) No. 16, Reporting on Controls at a Service Organization, which was issued by the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA) in April 2010. ISAE 3402 and SSAE 18 require the completion of detailed testing of controls over a minimum of six months by an independent auditing body.</p>		
Hosting & General Security Services	Audits	<p>Hosting Service Provider will have security and privacy requirements in its service provider contracts, which address issues such as physical and logical security requirements, privacy protection, breach reporting, and auditing. In addition, as security requirements or services change, subcontractor contracts are changed accordingly upon renewal.</p>		
Hosting & General Security Services	Audits	<p>Audits will be at the State's expense. Any request for the Hosting Service Provider to provide assistance with an audit is considered a separate service if such audit assistance requires the use of different or additional resources beyond that which Hosting Service Provider uses to provide the contracted services. The Hosting Service Provider will seek Vermont's written approval and agreement to pay any related fees before performing such audit assistance.</p>		
Hosting & General Security Services	Database Password Expiry	<p>Database passwords will be maintained by Hosting Service Provider operations and changed a minimum of every 180 days.</p>		

Focus	Specifics	Requirement Description	Comply	Comments
Hosting & General Security Services	Encryption	Integrity of the data-in-transit will be protected through the use of strong encryption (TLS/SSL or IPsec) protocols. Hosting Service Provider will configure a hashed Message Authentication Code - Secure Hash Algorithm (HMAC-SHA-1) on all IPsec VPN networks to verify that the contents of the transmission have not been altered in transit.		
Hosting & General Security Services	Encryption	Cryptographic controls will be implemented using IPsec and SSL protocols to provide end users, whether they are the State's End Users or Hosting Service Provider support engineers, with secure access to the target applications.		
Hosting & General Security Services	Environment Management	Server load balancers (SLBs) with built-in SSL accelerators will be deployed in redundant pairs to offload processor-intensive SSL transactions from Servers and will be configured as a secure reverse proxy to prevent direct unmonitored access to application Servers on the public middle tier.		
Hosting & General Security Services	Environment Management	Hosting Service Provider utilizes a Security Information and Event Management (SIEM) system to correlate and alert on Intrusion Detection System security events, firewall log events, and network flow events. The SIEM system is monitored 24 hours per day, seven days per week, 365 days per year.		
Hosting & General Security Services	Environment Management	Hosting Service Provider's Data Centers will contain multiple isolated network environments used to deliver Hosting Services.		
Hosting & General Security Services	Environment Management	Production Environments will be isolated from Non-Production Environments.		
Hosting & General Security Services	Environment Management	SSL will be used for all web-based SSL certified applications. Hosting Service Providers will procure SSL certificates on the State's behalf using VeriSign Corporation as the Certification Authority (CA).		
Hosting & General Security Services	Evidence	Hosting Service Provider will collect and retain security evidence. A chain of custody process will be used for security incidents to maintain and document the chronological history of evidence. Each person collecting, processing, and handling evidence will record the date and time they received the evidence, and any action taken on the evidence.		

Focus	Specifics	Requirement Description	Comply	Comments
Hosting & General Security Services	Incident Management	Hosting Service Providers will subscribe to vulnerability notification systems to stay apprised of security incidents, advisories, and other related information. Hosting Service Provider will take actions on the notification of a threat or risk once it has the opportunity to confirm that both a valid risk exists and that the recommended changes are applicable to Hosting Service Provider environments.		
Hosting & General Security Services	Incident Management	Hosting Service Provider will update and maintain an ISIRP for accuracy and effective information security incident response planning. This document will be available to Information Security Incident Response Team (ISIRT) members, systems and network administrators, information security managers, data privacy personnel, and business professionals who are responsible for preparing and responding to, information security Incidents.		
Hosting & General Security Services	ISO 27002	Hosting Service Provider will comply with HIPAA and HITECH security controls for relevant health care-based components.		
Hosting & General Security Services	ISO 27002	Hosting Service Provider will possess an ISO 27002 Certificate of Conformance. (or equivalent certifications)		
Hosting & General Security Services	Monitoring	Hosting Service Provider will access state data only for the purpose of providing the services or as required by law, in accordance with the scope of services. The Hosting Service Provider will not: Change the State data without State approval.		
Hosting & General Security Services	Monitoring	Hosting Service Provider will monitor, alert, and protect against web application attacks of internet-facing applications. Hosting Service Provider will install, configure, and manage a web application firewall on Vermont's internet-facing Environments.		
Hosting & General Security Services	Monitoring	Hosting Service Provider will monitor for, and provide alerts of, unauthorized changes to certain system and application files that would be a sign of a possible Environment compromise. As part of the service, the Hosting Service Provider will perform file integrity monitoring on Vermont's servers within the Hosting Service Provider ePHI Environments following the file integrity monitoring policies agreed upon by Hosting Service Provider and Vermont.		



Focus	Specifics	Requirement Description	Comply	Comments
Hosting & General Security Services	Network Access	Hosting Service Provider will require the implementation of IPSec as part of an overall VPN strategy for securing the State data between endpoints on external network connections. IPSec security associations (SAs) are configured using the IP Encapsulating Security Payload (ESP) protocol in tunneling security mode. Key exchange is accomplished through Internet Security Association Key Management Protocol (ISAKMP) using Diffie-Hellman public key techniques.		
Hosting & General Security Services	Network Access	VPN tunnel endpoints will be encrypted with (minimally) SHA-256.		
Hosting & General Security Services	Network Access	Duration of active sessions will be limited on VPN, operating system, administrative application, and network device accounts.		
Hosting & General Security Services	Operations Management	Hosting Service Provider will provide Operating System management to protect against dictionary and brute force attacks.		
Hosting & General Security Services	Passwords	The use of passwords is addressed in the Hosting Service Provider Password Policy. Hosting Service Provider employees will follow rules for password length and complexity and keep their passwords confidential and secure at all times. Passwords will not be disclosed to any unauthorized person, but under certain circumstances, passwords will be communicated between authorized Hosting Service Provider employees for the purpose of providing support services.		
Hosting & General Security Services	Passwords	Passwords will meet the following characteristics for any software application: <ul style="list-style-type: none"> <li>- Minimum of eight characters long.</li> <li>- Contain at least one upper case character and at least one number or special character.</li> <li>- Expire every ninety days.</li> <li>- Cannot be a common word or name.</li> <li>- Cannot contain any part of a username.</li> </ul>		
Hosting & General Security Services	Protection Against Malicious Code	Hosting Service Provider employees will be prohibited from altering, disabling, or removing anti-virus software and the WSUS service from any computer. Any employee who is discovered violating this standard will be subject to disciplinary action, up to and including termination.		

Focus	Specifics	Requirement Description	Comply	Comments
Hosting & General Security Services	Protection Against Malicious Code	Hosting Service Provider personnel will be required to install the approved full disk encryption software on their laptops, which uses a strong encryption algorithm (AES-256). Data on the disk will only be accessed through the use of a private key stored as a password protected file on the disk. A pre-boot login manager allows authorized users to login to unlock the key, boot the operating system, and access the data.		
Hosting & General Security Services	Protection Against Malicious Code	Hosting Service Provider Server Security Policy requires Windows servers to run up-to-date anti-virus software and to have SMS patch management.		
Hosting & General Security Services	Protection Against Malicious Code	Hosting Service Provider will license and install third party Service Provider anti-virus and anti-spam products to scan all employee and the State email and inbound attachments that traverse either the State's dedicated servers located at Hosting Service Provider's Data Centers.		
Hosting & General Security Services	Protection Against Malicious Code	Hosting Service Provider Email infrastructure servers, by default, have "opportunistic encryption" using TLS, which allows encryption on both inbound and outbound emails depending on the capabilities of the State's email systems. The Hosting Provider will enforce encryption using TLS for its emails traversing the Hosting Service Providers email infrastructure.		
Hosting & General Security Services	System Hardening	Servers will have operating systems hardened by eliminating unnecessary system services, accounts, network services, limited user access rights throughout the environments.		

Focus	Specifics	Requirement Description	Comply	Comments
Hosting & General Security Services	System Hardening	<p>Hosting Service Provider will evaluate and respond to Incidents that create suspicions of unauthorized access to or handling of State data, whether the data is held on Hosting Service Provider, the State, or third party Service Provider owned hardware, or on the personal hardware assets of Hosting Service Provider employees and contingent workers. The Hosting Service Provider will be informed of such Incidents and, depending on the nature of the activity, defines escalation paths and response teams to address those Incidents. The Hosting Service Provider will work with the State, internal LOB, the appropriate technical teams, and where necessary, outside law enforcement to respond to the Incident. The goal of the Incident response will be to restore the confidentiality, integrity, and availability of the State's Environment, and to establish root causes and remediation steps.</p>		
Hosting & General Security Services	System Hardening	<p>Network device configurations will be hardened by performing the following:</p> <ul style="list-style-type: none"> <li>- Disabling telnet access.</li> <li>- Controlling Simple Network Management Protocol (SNMP) access to devices.</li> <li>- Controlling access to devices through the use of Terminal Access Controller Access Control System Plus (TACACS+).</li> <li>- Turn off unneeded services.</li> <li>- Perform appropriate level of logging.</li> </ul>		
Hosting & General Security Services	System Hardening	<p>The Environments will undergo a security assessment process that includes review of the Hosting Service Provider programs, hardware and operating system components. New releases are installed in a shared staging environment for final validation prior to Production Go-Live.</p>		
Hosting & General Security Services	System Hardening	<p>Hosting Service Provider Programs are deployed on a Server(s) in accordance with the Certified Configuration and/or detailed build procedures. A standard "Kick Start" image is used to install the operating system and a package manager is then used to automatically install the utility programs required for the type of Server being configured. Finally, the file system is built and the Hosting Service Provider Programs are installed from standard images. Hardening procedures are embedded within a Certified Configuration.</p>		

Focus	Specifics	Requirement Description	Comply	Comments
Hosting & General Security Services	System Hardening	Hosting Service Provider Certified Configuration systems will be hardened and undergo security assessments. State environments will be deployed with Certified Configurations.		
Security General	CMS	Hosting Service Provider will complete and supply to the State, CMS Security required documentation including System Security Plan (SSP), Risk Assessment (RA), and Contingency Plan (CP).		
Security General	Data Masking	Data Masking is designed to obscure specific data elements and will be used in non-production databases in Vermont's Hosting Service Provider ePHI Environments, by replacing actual, sensitive data identified by Vermont with false, simulated data. The objective of the service is to prevent ePHI contained in specific database fields, from being disclosed to unauthorized parties.		
Security General	HDLP Software	Hosting Service Provider will deploy, monitor and manage third party host-based Data Loss Prevention (HDLP) software on the Windows workstations of Hosting Service Provider support personnel. The HDLP software is designed to monitor Hosting Service Provider Hosting Service Provider DBA and system administration activity and alert for, or block, potential unauthorized access to Vermont's ePHI.		
Security General	HIPAA	HIPAA Security Services will require controls on desktops and laptops used to connect to ePHI environments: <ul style="list-style-type: none"> <li>- Anti Virus software.</li> <li>- Full disk encryption.</li> <li>- Removable media encryption.</li> <li>- Host data loss prevention.</li> </ul>		
Security General	HIPAA	Hosting Service Provider will provide to the State the SSAE 18 and ISAE 3402 reports.		

Focus	Specifics	Requirement Description	Comply	Comments
Security General	HIPAA	HIPAA Security Services consist of the deployment of certain security controls designed to protect the confidentiality, integrity and availability of Vermont’s electronic PHI (ePHI) that will reside in Vermont’s Environment within Hosting Service Provider’s Data Center(s). The services are designed to help Vermont meet its legal obligations under the Health Insurance Portability and Accountability Act of 1996 and its regulations (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”), that will apply to the Hosting Service Provider Hosting Service Provider’s management of Vermont’s hosted environments that will contain ePHI. The HIPAA Security Services will be modified from time to time pursuant to the Change Management process in order to reflect changes in industry standards or legal obligations, as determined by Hosting Service Provider.		
Security General	HIPAA	Hosting Service Provider ePHI Environments will be included in HIPAA Compliance assessment performed by a qualified third party auditor, and provide Vermont with the summary information from the third party assessment report.		
Security General	IRS 1075	Hosting Service Provider and Solutions will comply with IRS 1075 standards.		
Security General	Quarterly Reporting	Hosting Service Provider will conduct quarterly reviews of the firewall policies and network devices configurations for Vermont’s Hosting Service Provider ePHI Environments.		
Security General	Risk Assessment	Hosting Service Provider(s) will conduct an annual risk assessment of ePHI environments against the HIPAA controls to ensure compliance and provide findings to Vermont		
Security General	Security Assessment	Hosting Service Provider will create and review a security assessment checklist to be included in Vermont’s Periodic Maintenance Plan. In addition, Hosting Service Provider will review the results provided in the Base Services and include recommendations for updates, including any recommendations for remediation to any identified vulnerabilities.		
Security General	Security Logging	Logs with security-relevant information will be retained for three months.		
Security General	Security Logging	Hosting Service Provider will review logs for forensic purposes and Incidents, and any anomalous activities are incorporated into the Incident management process.		

Focus	Specifics	Requirement Description	Comply	Comments
Security General	Security Logging	<p>Hosting Service Provider will log security-related activities on operating systems, applications, databases, and network devices. Systems are configured to log access to the Environment or Hosting Service Provider Programs, as well as system alerts, console messages, and system errors. The Hosting Service Provider implements controls to protect against operational problems, including log file media becoming exhausted, failing to record events, and/or logs being overwritten. Security-related log entries will capture the following information: date, time, time zone, user account name and/or IP address, original value, location of change (hostname, filename, table name), new value (other than password).</p>		
Security General	Security Standards	<p>Hosting Service Providers will provide to the State relevant Breach, Security, or Enforcement policies.</p>		
Security General	Security Standards	<p>Hosting Service Provider will maintain a Security Organization Policy describing and clarifying the roles and responsibilities of various teams and individuals involved in information security, including:</p> <ul style="list-style-type: none"> <li>- Executive-level Oversight Committee</li> <li>- Corporate Information, Product, and Physical Security organizations</li> <li>- IT and IT Security organizations</li> </ul> <p>Lines of business (LOBs) and individual Information Security Managers (ISMs) will be assigned to represent the security leadership of each organization.</p>		
Security General	Security Standards	<p>Hosting Service Provider will employ an integrated security management system with electronic photo ID badges, cardholder access control, recorded digital video surveillance, and alarm monitoring. Data Centers will have a single entrance that is manned 24 hours a day, 365 days a year by security guards who perform visual identity recognition and visitor escort management. Building perimeters will use alarm systems and a 24x7 security protection unit.</p>		
Security General	Security Standards	<p>Hosting Service Provider infrastructure and Hosting Service Provider software will comply with HIPAA standards.</p>		

Focus	Specifics	Requirement Description	Comply	Comments
Security General	Security Standards	Hosting Service Provider and Solutions will comply with PCI/DSS standards. Solutions using credit/debit or other electronic funds transfer cards will be compliant with Payment Card Industry (PCI) security standards.		
Security General	Strong Authentication	Hosting Service Provider will use strong authentication to provide enhanced protection against unauthorized access to Vermont's web application environments using Hosting Service Provider's adaptive access capabilities. The service will review Vermont's business and security requirements to implement appropriate Hosting Service Provider adaptive access policies and implement in Vermont's selected Non-Production Environment within the identified Enhanced Security Services Environments. Production implementation will take place upon Vermont's successful testing and sign off on the service in a Non-Production Environment.		
Security General	Testing	Hosting Service Provider will conduct an annual network and application penetration test for Vermont's Production Environment and provide a report on the results of the network and application penetration test.		
Security General	ACA Standards	Solutions will comply with the Patient Protection and Affordable Care Act of 2010, Section 1561 Recommendations.		
Security General	Access Control	Solutions will define by department, role, and/or individual employee/user, the access levels and privilege set to create, read, update/change, or delete data. This includes definitions at the State level.		
Security General	Access Control	Solutions will log unsuccessful login attempts.		
Security General	Access Control	Solutions will provide Certificate Authority for secure server side transactions.		
Security General	Access Control	Solutions will support issue and manage public key certificates for secure transactions.		
Security General	Access Control	Solutions will ensure non-repudiation as part of digital signature verification to prevent data from being altered, deleted or damaged during exchange.		
Security General	Access Control	Solutions will set automatic alerts to system administrators when a breach pattern or unauthorized use activity is detected.		
Security General	Authentication	Strong authentication will be employed in all deployment environments.		

Focus	Specifics	Requirement Description	Comply	Comments
Security General	Directory LDAP Accessibility	Directories will be accessible via the LDAP protocol.		
Security General	Directory Separation	Solutions will support isolation within the directory for storing internal and external users.		
Security General	Encryption	Database data will be encrypted at the file system layer.		
Security General	Encryption	Data stored on file systems will be encrypted.		
Security General	FICAM	Solutions will support Federal Identity, Credential, and Access Management (FICAM) Roadmap and Implementation Guidelines.		
Security General	FISMA Standards	Solutions will comply with Federal Information Security Management Act (FISMA) of 2002.		
Security General	Fraud Detection	Solutions will have a fraud detection function.		
Security General	FTI Standards	Solutions will comply with the Safeguards for Protecting Federal Tax Returns and Return Information (26 U.S.C. § 6103 and related provisions).		
Security General	HIPAA Standards	Service Providers will comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA): - HIPAA administrative simplification. To the extent that the Solution performs electronic transactions with a covered entity, Solutions will use standards, implementation specifications, operating rules, and code sets adopted by the Secretary in 45 CFR parts 160 and 162. - HIT enrollment standards and protocols. Solutions will incorporate interoperable and secure standards and protocols developed in accordance with section 3021 of the PHS Act. Such standards and protocols must be incorporated within Solution information technology systems.		
Security General	HIPAA Standards	Access to PHI Servers will be restricted to those employees who have successfully completed HIPAA training and proof of successful completion will be available to the State upon request.		
Security General	HITECH Standards	Solutions will comply with the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009.		
Security General	IDP	Solutions will integrate with federal security services for identity proofing and multi-factor authentication.		
Security General	NIST Standards	Self-registered users of applications will have identities verified per NIST SP 800-63.2.		



Focus	Specifics	Requirement Description	Comply	Comments
Security General	PAM Model	Solutions will support "user exits" or a "pluggable authentication module" (PAM) to enable user transition between Solutions and local systems that are authorized as third party connections to the Solution.		
Security General	PCI Standards	Service Providers agree to provide Attestation of Compliance and to identify Merchant of Record for PCI (if Service Provider's contract covers PCI).		
Security General	PII Standards	Solutions will support Protection of PII data.		
Security General	PII Standards	Project participants and other individuals will not transmit or store any Personally Identifiable Information (PII) using storage publically available, over the Internet or any wireless communication device, unless: 1) PII is "de-identified" in accordance with 45 C.F.R § 164.514(b) (2), 2) Encrypted in accordance with applicable law, including the American Recovery and Reinvestment Act of 2009 and as required by policies and procedures established by the State.		
Security General	RBA	Solutions will have the ability to assign users to multiple OMS (Organization Management System) organizations with different applications and roles.		
Security General	RBA	Solutions will have the ability to manage atomic-to-composite role mappings.		
Security General	Security	Solutions will implement security for transport and messaging via web services.		
Security General	Security	Service Providers agree to notify the State's Security Office of a request to view FTI 60 days before exposing the data.		
Security General	SSO	Solutions will use Single Sign On (SSO) components for authentication and authorization.		
Security General	Virtual Directory Services	Identity Management systems will be implemented using a 'virtual directory' model to abstract directory sources and improve maintainability.		
Security General	Security	System shall be delivered with no viruses or malware.		