VERMONT

Sovereign States Drug Consortium

SEALED BID
Request For Proposal

SERVICES IN SUPPORT OF THE SOVEREIGN STATES DRUG CONSORTIUM AND ITS PROGRAMS FOR MEDICAID SUPPLEMENTAL DRUG REBATES AND OTHER MEDICAID PHARMACY BENEFIT REBATES

RFP # 03410-255-27

ISSUE DATE	**November 10, 2026**
QUESTIONS DUE	**November 17, 2026 (Noon EST)**
RFP RESPONSES DUE BY	**December 1 , 2026 (Noon EST)**

Please be advised that all notifications, releases, and addendums associated with this RFP will be posted at:

https://www.vermontbusinessregistry.com/

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: **Tim Harvey**
E-MAIL : **AHS.DVHAgrantscontracts@vermont.gov**

Agent: State of Vermont, Department of Vermont Health Access

OVERVIEW:

1. SCOPE AND BACKGROUND:

Through this Request for Proposal (RFP) the Department of Vermont Health Access (hereinafter the "State") is seeking to establish contracts with one or more companies that can provide support services for the Sovereign States Drug Consortium (SSDC) and its programs for Medicaid supplemental drug rebates and other Medicaid pharmacy benefit rebates. The SSDC is seeking bids from individuals or organizations that have 3-5 years' experience providing administrative support to states or federal government with preference given to experience in pharmacy, drug rebates or Medicaid. The SSDC uses a multi-state administered collaboration that creates a purchasing pool to obtain drugs and products for beneficiaries in their Medicaid programs at a lower cost. The pool primarily focuses on negotiating and acquiring rebates supplemental to federal Medicaid rebates from drug manufacturers. At the same time, the SSDC preserves each State's ability to manage its pharmacy benefit by customizing its own Preferred Drug List and Prior Approval programs. Current SSDC Member States:

Delaware	**Iowa**	**Kentucky**	**Louisiana**
Maine	**Mississippi**	**North Dakota**	**Ohio**
Oklahoma	**Oregon**	**Pennsylvania**	**South Dakota**
Utah	**Vermont**	**West Virginia**	**Wyoming**

Further information may be found at the following websites:

1. https://www.medicaid.gov/medicaid/prescription-drugs/state-prescription-drug-resources/index.html
2. https://www.rxssdc.org/
3. http://dvha.vermont.gov/
4. https://eroms.rxssdc.org/Account/LogOn?ReturnUrl=%2f

1.1 CONTRACT PERIOD: Contracts arising from this RFP will be for a period of three years with an option to renew for up to two additional twelve-month periods. The State anticipates the start date for such contract(s) will be to be determined once contractor has been selected and contract agreed with an anticipated start date of January 18, 2027.

1.2 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.

1.3 QUESTION AND ANSWER PERIOD: Any bidder requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web sitehttps://www.vermontbusinessregistry.com. Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions. All information provided by vendors during

this process will be public and bidders shall not provide confidential information, except as described in 4.1 below.

1.4 CHANGES TO THIS RFP: Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at https://www.vermontbusinessregistry.com . Modifications from any other source are not to be considered.

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

2 DETAILED REQUIREMENTS/DESIRED OUTCOMES:

2.1 The State of Vermont is interested in obtaining bids to provide the following support services for the SSDC:

The support services requested are:

i. Support for the maintenance/development, review, and execution of the SSDC's Consortium Agreement including annual renewals.
ii. Oversight of the SSDC rebate core collective services contract, and any other contracts that the SSDC Member States may collectively request during the term of the agreement, including:
   a. Incorporation and coordination of Member State requested services in any executed SSDC contract.
   b. Assistance with the development of any Request for Proposals for any contract replacement that may occur.
   c. Assistance with any related re-procurement activities that may take place.
iii. Assistance to states in the development of SSDC specific individual Medicaid State Plan Amendments (SPAs) including any Center for Medicaid Services (CMS) communications.
iv. Management activities in support of the SSDC including but not limited to:
   a. State recruitment as directed by Member States, when contacted by states, as identified by SSDC contractor(s), or as otherwise identified.
   b. Public information and relations for anyone interested in the SSDC, including those representing state legislative interests, non-Medicaid state agency representatives interested in the approach, and manufacturers. General public information documents available at the onset of the contract will be maintained; new materials will be developed as identified as necessary and as reviewed and approved by Member States. All materials must be available for general distribution and for posting on the SSDC web page managed by the current rebate vendor.
   c. Federal policy research, analysis, and reporting.
   d. State operations research, analysis, and reporting.
   e. Data analysis and reporting.
   f. Other related needs as identified as necessary and reviewed and approved by Member States.
v. Administrative activities in support of the SSDC including but not limited to:

a. Meeting (including Zoom/Teams meetings) management and coordination including identifying and/or responding to the need for meetings; developing agendas; scheduling times and places; distributing materials; etc.
b. Coordination of telephone and mailing services as needed.
c. Other related needs as identified as necessary and reviewed and approved by Member States.

Select services as described may be provided solely to individual Member States. Other support services shall be used by all Member States. Generally, the selected vendor shall support all Member States equally.

During the period of performance Contractor shall protect the confidentiality of information shared pursuant to this Contract as permitted or required by law. Contractor shall ensure that written agreements with agents or contractors engaging in activities with the SSDC and Member Consortium Agreement prohibit the disclosure or use of confidential or proprietary information obtained through such activities except as required to support the Member State's participation in the SSDC or as required by law.

The SSDC's primary objective in issuing this RFP is to secure a competitively procured contractor to provide these services while assuring interaction and collaboration with Member States and their resources. The successful vendor for this RFP is precluded from bidding on the SSDC Pharmacy Rebate contract while the resultant contract is active and for two years beyond the end of the contract due to an inherent conflict of interest.

KEY PROJECT STAFF

The Contractor shall be responsible for providing all resources necessary to deliver the services required under the resulting contract in a timely fashion or according to the SSDC's rebate calendar. The SSDC reserves the right to require the Contractor replace staff or subcontractors that are found to be unsuitable in a time frame acceptable to the SSDC.

Contractor, and any subcontractors, will be properly educated, trained, and qualified for the services they are to perform, and Contractor shall put appropriate training in place to meet initial and ongoing training requirements of any subcontractor assigned to perform services.

i. Contractor shall be responsible, at its own cost and expense, for all recruitment, hiring, subcontracting, Contractor-specific training, education and orientation for all Contractor Personnel or subcontractors assigned or to be assigned to perform services or support the requirements.
ii. The timing for transfer, reassignment or replacement of Contractor Personnel or subcontractors will be coordinated with requirements for timing and other elements of the services so as to maintain continuity in the performance of the services and avoid interruption or disruption to the services or any failures to maintain performance standards as described in this RFP.
iii. The replacement of Contractor Personnel or subcontractors shall have comparable or greater skills and applied experience than the staff member being replaced. If Contractor removes Contractor Personnel or subcontractors for any reason with or without the State's approval, Contractor agrees to replace the staff member or

subcontractor within thirty (30) calendar days.

iv. Notwithstanding the foregoing, the State acknowledges that project resources may become unavailable due to termination of employment for any reason, through disability or death, illness, or through leave of absence such as Family Medical Leave Act (FMLA) or National Guard duty for example. In such circumstances, Contractor shall promptly notify the State in writing of the impending or actual departure of any personnel or subcontractor and of the qualifications and identity of proposed replacement project resources.

PERFORMANCE STANDARDS:

i. Timely maintenance, development, review, and execution of agreements and contract including but not limited to the Consortium Agreement, the rebate procurement contract, and any contracts that result from any other SSDC RFP. At a minimum, annual updates to the Consortium Agreement as directed by the Member States must be delivered to the states no later than November 1st prior to the Consortium Agreement update year and the rebate procurement contract must be in place as of April 1 of any contract year unless the member states expressly specify an alternative date.

ii. Timely communication and coordination of issues related to the rebate services contract and any other SSDC contracts. At a minimum, the directions and specifications of a state or states regarding specific concerns must be adequately represented to the rebate services or other contractor for resolution. That representation must be to the satisfaction of the Member States. A determination of a failure under this item must be agreed to by a two-thirds majority of the Member States.

iii. Upon request, timely assistance to individual states in the development of SSDC specific individual Medicaid State Plan Amendments (SPAs) and in securing their approval by CMS. A determination of a failure under this item rests with the individual state affected.

iv. Successful coordination of the SSDC annual business meeting, including agenda, materials development, and meeting management. That coordination must be to the satisfaction of the Member States. A determination of a failure under this item must be agreed to by a two-thirds majority of the member states.

v. Successful execution of other management and administrative activities as defined in the resulting contract. That execution must be to the satisfaction of the member states. A determination of a failure under this item must be agreed to by a simple majority of the member states.

vi. Contractor shall perform all work in accordance with the Statement of Non-Disclosure.

SSDC RESPONSIBILITIES:

All Member States of the SSDC share in all functional and operational responsibilities related to the resulting contract.

The SSDC shall oversee the work under this agreement and shall have responsibility for:

i. Notifying the Contractor in a timely manner of all pertinent changes in SSDC policy, procedures or operational systems that affect or depend upon Contractor operations or activities.

ii. Providing the Contractor, in a timely manner, with any information regarding SSDC Member State or federal regulations, policies or statutes, or changes thereof, which are relevant to the Contractor's performance.
iii. Providing the Contractor with information and otherwise assisting the Contractor in responding to complex inquiries regarding SSDC Member State policies.
iv. Providing services related to electronic data exchanges and their frequency schedules, transmission methods, and file formats and specifications as defined by the SSDC Member States and the Contractor.
v. Providing technical assistance in resolving problems associated with data exchange.
vi. Providing the Contractor with any other information that the SSDC Member States deem relevant in order to fulfill the duties required by this contract.
vii. Monitoring Contractor compliance with Contract terms
viii. Monitoring Contractor's progress and performance
ix. Resolving issues related to program implementation and operation.

STATE OF VERMONT RESPONSIBILITIES:

Upon execution of the resulting contract, the State, as the agent of the SSDC, shall direct the Contractor to administer the contract on a day-to-day basis during the term of the contract. However, administration of the contract implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications of such contract unless authorized by the SSDC.

State of Vermont shall assume the following responsibilities with regard to the contract:

i. The responsibility to represent the SSDC in all matters pertaining to administration of the contract.

ii. Reimburse the Contractor monthly in accordance with procedures defined in the contract, upon receipt of a properly completed invoice.

AFFILIATIONS:

The Support Services contractor shall report any current affiliations or affiliations that may be developed during the term of the contract that are or may appear to represent a conflict of interest or have the potential for affecting the performance of duties under the contract.

Such affiliations include but are not limited to all affiliations or ownership relationships with:

i. Potential suppliers of pharmaceuticals, retail pharmacy services, or prescription benefit management services to any state or territory in the United States of America.

ii. Entities engaged in drug rebate activities, including but not limited to states, hospitals or other medical providers, pharmacy benefit management companies, and insurers.

SUBCONTRACTING:

If Contractor chooses to subcontract work under this agreement, Contractor shall first fill out and submit the Subcontractor Compliance Form (Appendix 3) in order to seek approval from the State prior to signing an agreement with any third party. Upon receipt of the Subcontractor Compliance Form, the State shall review and respond to the request within five (5) business days. Under no circumstance shall Contractor enter into a sub-agreement without prior

authorization from the State. Contractor shall submit the Subcontractor Compliance Form to: AHS.DVHAGrantsContracts@vermont.gov

The contractor shall include all required provisions of Attachments C Section 19 in any subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont. Should the status of any third party or subcontractor change, Contractor is responsible for updating the State within fourteen (14) days of said change.

Please see Attachment A, Statement of Work in the sample contract included in this RFP.

3 GENERAL REQUIREMENTS:

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

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

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

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

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

3.2.2 Presentation. An in-person or webinar presentation by the Bidder may be required by the State if it will help the State's evaluation process. The State will factor information presented during presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.

3.3 CONFLICTS OF INTEREST:

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

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

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

a) Prior to submitting a proposal, conduct an internal review of its current affiliations and activities and identify actual, potential, or reasonably perceived PCOIs or OCOIs relative to a contract with the State that may result from this solicitation.

b) Disclose in your proposal any actual or potential PCOI or OCOI or the existence of any facts that may cause a reasonably prudent person to perceive a PCOI or OCOI with respect to a contract with the State that may result from this solicitation. Disclose, also, any actions proposed to mitigate the PCOI or OCOI.

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

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

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

3.4.2 Subcontractor Reporting: For bid amounts exceeding $250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont

Recovery and Reinvestment Act of 2009 (Act No. 54). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list MUST be updated and provided to the State as additional subcontractors are hired. A sample form is available online at http://bgs.vermont.gov/purchasing-contracting/forms. **The subcontractor reporting form is not required to be submitted with the bid response.**

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

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

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

3.6 METHOD OF AWARD: Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given first to resident bidders of the state and/or to products raised or manufactured in the state, and then to bidders who have practices that promote clean energy and address climate change, as identified in the applicable Certificate of Compliance.

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

CRITERIA FOR SCORING	Total possible points
1. INFORMATION FROM THE BIDDER	
A. Responsiveness to Specifications	**25**
• Provide a description of the Bidder's government and non-government contracting experience within the past five years providing relevant administrative support services, particularly in the pharmacy sector.	25
B. Bidder's Capacity to Perform	**20**
• Provide a description of the organizational structure of the Bidder. Provide a resume for all proposed staff and subcontractors Identify the members of the applicant's Board of Directors and any affiliations as outlined in Section 2, if applicable. • Indicate how this program fits into the organization's structure. • Identify any sub-contractors that will be used in fulfilling the contract, outlining	10

their credentials and experience working on similar projects.	
• Experience Managing Contracts/Grants of Comparable Scale/Scope/Complexity.	10
2. TECHNICAL PROPOSAL/PROGRAM SPECIFICATIONS	
A. Responsiveness to Specifications	**30**
• Provide a description of how Bidder will respond to and meet program goals. • Describe how the Bidder will ensure that all included services will be readily accessible and provided in a timely manner. Include a plan for back-up support if key staff are unavailable.	15
• Describe how the Bidder will develop an understanding of the SSDC program and how that understanding will impact their work.	10
• Describe how this program is supported by the Bidder's mission and other policies of the bidder.	5
B. Program Cost	**25**
• Use the Price Schedule Form (Appendix 2) to detail costs. Bidder proposes a fixed hourly rate inclusive of all expenses and in accordance with the Payment Assumptions listed in the Price Schedule Form.	25
OVERALL TOTAL SCORE	**100**

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

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

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

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

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

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

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

4 CONTENT AND FORMAT OF RESPONSES: The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this solicitation.

4.1 Unsolicited Bidder-Confidential Information Prohibited. Bidders are hereby expressly directed not to include any confidential information in their proposal submissions, except as specifically permitted below. By submitting a proposal in response to this RFP, bidders acknowledge and agree to abide by the terms and conditions outlined in this document, including the prohibition on submitting confidential information. This prohibition reduces the burden on the State while preventing bidder-confidential information from entering the public record.

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

4.3 Unsolicited Confidential Materials. This RFP does not solicit bidder confidential information and bidders are expressly prohibited from providing confidential information in response to this RFP. All materials furnished by bidders in response to this RFP, including those marked as confidential by bidders, are subject to disclosure if requested under the Public Records Act, or public posting.

4.4 State Not Responsible for Disclosure of Unmarked Bidder-Confidential Information. It is the sole responsibility of the bidder to ensure that, other than where specifically directed or permitted by this RFP and accordingly marked as described below, no information that should not be publicly disclosed is included in their proposal materials, including any 1) trade secrets or intellectual property, 2) proprietary financial or business information, 3) personal information, or 4) any other information that should not be disclosed to the public. For example, bidders should avoid including specific details of their proprietary technologies or methodologies that they consider confidential, and any references to previous client engagements should be presented in a manner that does not disclose the client's confidential information.

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

4.6 COVER LETTER:

4.6.1 Exceptions to Contract Terms and Conditions. The State will not consider exceptions to contract terms and conditions included with this RFP.

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

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

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

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

4.7.4 Identify the names of all subcontractors you intend to use, the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s), in response to the questions described above in this section.

4.8 REFERENCES. Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance. Do not list a State of Vermont agency or employee as a reference.

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

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

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

5 SUBMISSION INSTRUCTIONS:

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

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

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

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

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

5.2.1.1 Bids must consist of a single email with a single, digitally searchable PDF attachment containing all components of the bid. Multiple emails and/or multiple attachments will not be accepted.

5.2.1.2 There is an attachment size limit of 40 MB. It is the Bidder's responsibility to compress the PDF file containing its bid if necessary in order to meet this size limitation. It is also the Bidder's responsibility to ensure that their own email system can send and receive messages up to this size.

6 BID SUBMISSION CHECKLIST:

- ✓ Cover Letter
- ✓ Technical Response
- ✓ Redacted Technical Response, if applicable
- ✓ References
- ✓ Price Schedule
- ✓ Signed Certificate of Compliance
- ✓ Artificial Intelligence Disclosure Checklist
- ✓ Statement of Non-Disclosure

7 ATTACHMENTS:

7.1 Standard State Contract with its associated attachments, including but not limited to the following Attachments:

Attachment C - Standard State Provisions for Contracts and Grants

Attachment F – Agency of Human Services Customary Provisions for Contracts and Grants

Attachment G - State of Vermont – Federal Terms Supplement

7.2 Appendix 1 Certificate of Compliance, with the Worker Classification Compliance Requirement

7.3 Appendix 2 Price Schedule

7.4 Appendix 3 Subcontractor Reporting Form

7.5 Appendix 4 Artificial intelligence Disclosure Form

7.6 Appendix 5 Standard Artificial Intelligence Provisions

7.7 Appendix 6 Statement of Non-Disclosure

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 (October 1, 2024)

Attachment F – AHS Customary Provisions for Contracts and Grants (May 16, 2024)

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

Appendix 5 - Standard Artificial Intelligence Provisions

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 C
(3) Attachment G
(4) Attachment A
(5) Attachment B
(6) Attachment F
(7) Other Attachments & Appendices

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:	By the Contractor:
Date: _____	Date: _____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____

ATTACHMENT A – STATEMENT OF WORK

1. CONTRACTOR RESPONSIBILITIES:

The Contractor shall provide the following services on behalf of the SSDC:

i. The Contractor shall be responsible for providing all resources necessary to deliver the services required by this contract in a timely fashion or according to the SSDC's rebate calendar. The SSDC reserves the right to require the Contractor replace staff or subcontractors that are found to be unsuitable in a time-frame acceptable to the SSDC.

ii. Support for the maintenance/development, review, and execution of the SSDC's Consortium Agreement including annual renewals.

iii. Oversight of the SSDC rebate core collective services contract, and any other contracts that the SSDC Member States may collectively request during the term of the agreement, including:
   a. Incorporation and coordination of Member State requested services in any executed SSDC contract.
   b. Assistance with the development of scope for any Request for Proposals that may occur.
   c. Assistance with any related re-procurement activities that may take place.

iv. Assistance to states in the development of SSDC specific individual Medicaid State Plan Amendments (SPAs) including any CMS negotiations.

v. Management activities in support of the SSDC including but not limited to:
   a. State recruitment as directed by Member States, when contacted by states, as identified by SSDC contractor(s), as identified by the contractors of the Member States, or as otherwise identified.
   b. Public information and relations for anyone interested in the SSDC, including those representing state legislative interests, non-Medicaid state agency representatives interested in the approach, and manufacturers. General public information documents available at the onset of the contract will be maintained; new materials will be developed as identified as necessary and as reviewed and approved by Member States. All materials must be available for general distribution and for posting on the SSDC web page managed by SSDC Rebate contractor.
   c. Federal policy research, analysis, and reporting.
   d. State operations research, analysis, and reporting.
   e. Data analysis and reporting.
   f. Other related needs as identified as necessary and reviewed and approved by Member States.

vi. Administrative activities in support of the SSDC including but not limited to:
   a. Regular cadence and annual meeting (in-person, Zoom/Teams meetings) management and coordination including identifying and/or responding to the need for meetings; developing agendas; scheduling times and places; distributing materials; and daily communication support between the member states and the SSDC rebate vendor and administrative support in the day to day running of the SSDC.
   b. Coordination of telephone and mailing services as needed.
   c. Other related needs as identified as necessary and reviewed and approved by Member States.

Select services as described may be provided solely to individual Member States. Other support services shall be used by all Member States. Generally, Contractor shall support all Member States equally. During the period of performance Contractor shall protect the

confidentiality of information shared pursuant to this Contract as permitted or required by law. Contractor shall ensure that written agreements with agents or contractors engaging in activities with the SSDC and Member Consortium Agreement prohibit the disclosure or use of confidential or proprietary information obtained through such activities except as required to support the Member State's participation in the SSDC or as required by law.

KEY PROJECT STAFF

Contractor shall perform and support the services consistent with this Contract. Contractor, and any subcontractors, will be properly educated, trained, and qualified for the services they are to perform, and Contractor shall put appropriate training in place to meet initial and ongoing training requirements of any subcontractor assigned to perform services.

i. Contractor shall be responsible, at its own cost and expense, for all recruitment, hiring, subcontracting, Contractor-specific training, education and orientation for all Contractor Personnel or subcontractors assigned or to be assigned to perform services or support the requirements.
ii. The timing for transfer, reassignment or replacement of Contractor Personnel or subcontractors will be coordinated with requirements for timing and other elements of the services so as to maintain continuity in the performance of the services and avoid interruption or disruption to the services or any failures to maintain performance standards as described in Section 1.B.
    a. The replacement of Contractor Personnel or subcontractors shall have comparable or greater skills and applied experience than the staff member being replaced. If Contractor removes Contractor Personnel or subcontractors for any reason with or without the State's approval, Contractor agrees to replace the staff member or subcontractor within thirty (30) calendar days.
    b. Notwithstanding the foregoing, the State acknowledges that project resources may become unavailable due to termination of employment for any reason, through disability or death, illness, or through leave of absence such as Family Medical Leave Act (FMLA) or National Guard duty for example. In such circumstances, Contractor shall promptly notify the State in writing of the impending or actual departure of any personnel or subcontractor and of the qualifications and identity of proposed replacement project resources.

PERFORMANCE STANDARDS:

i. Timely maintenance, development, review, and execution of agreements and contract including but not limited to the Consortium Agreement MOU, the rebate procurement contract, and any contracts that result from any other SSDC RFP. At a minimum, annual updates to the Consortium Agreement as directed by the member states must be delivered to the states no later than November 1st prior to the Consortium Agreement update year and the rebate procurement contract must be in place as of April 1st of any contract year unless the member states expressly specify an alternative date.
ii. Timely communication and coordination of issues related to the rebate services contract and any other SSDC contracts. At a minimum, the directions and specifications of a state or states regarding specific concerns must be adequately represented to the rebate services or other contractor for resolution. That representation must be to the satisfaction of the member states. A determination of a failure under this item must be agreed to by a two-thirds majority of the member states.
iii. Upon request, timely assistance to individual states in the development of SSDC specific individual Medicaid State Plan Amendments (SPAs) and in securing their approval by CMS.

A determination of a failure under this item rests with the individual state affected.

iv. Successful coordination, with rebate vendor, of the SSDC annual business meeting, including agenda, materials development, and meeting management. That coordination must be to the satisfaction of the Member States. A determination of a failure under this item must be agreed to by a two-thirds majority of the member states.

v. Successful execution of other management and administrative activities as defined in the resulting Contract. That execution must be to the satisfaction of the Member States. A determination of a failure under this item must be agreed to by a simple majority of the member states.

vi. Contractor shall perform all work in accordance with the Statement of Non-Disclosure. Contractor shall ensure each individual performing work under this contract signs the Statement of Non-Disclosure (Appendix 6) before receiving any State information, and shall provide signed copies to the State.

2. SSDC RESPONSIBILITIES:

All Member States of the SSDC share in all functional and operational responsibilities related to the Contract.

The SSDC shall oversee the work under this agreement and shall have responsibility for:

i. Notifying the Contractor in a timely manner of all pertinent changes in SSDC policy, procedures or operational systems that affect or depend upon Contractor operations or activities.

ii. Providing the Contractor, in a timely manner, with any information regarding SSDC Member State or federal regulations, policies or statutes, or changes thereof, which are relevant to the Contractor's performance.

iii. Providing the Contractor with information and otherwise assisting the Contractor in responding to complex inquiries regarding SSDC Member State policies.

iv. Providing services related to electronic data exchanges and their frequency schedules, transmission methods, and file formats and specifications as defined by the SSDC Member States and the Contractor.

v. Providing technical assistance in resolving problems associated with data exchange.

vi. Providing the Contractor with any other information that the SSDC Member States deem relevant in order to fulfill the duties required by this contract.

vii. Monitoring Contractor compliance with Contract terms

viii. Monitoring Contractor's progress and performance

ix. Resolving issues related to program implementation and operation.

3. STATE OF VERMONT RESPONSIBILITIES:

Upon execution of this Contract, the State, as the agent of the SSDC, shall direct the Contractor to administer this Contract on a day-to-day basis during the term of the Contract. However, administration of this Contract implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications of such Contract unless authorized by the SSDC.

Vermont shall assume the following responsibilities with regard to this Contract:

i. The responsibility to represent the SSDC in all matters pertaining to administration of this Contract.

ii. Reimburse the Contractor monthly in accordance with procedures defined in the contract, upon receipt of a properly completed invoice.

4. AFFILIATIONS:

The Support Services Contractor shall report any affiliations that may be developed during the term of the contract that may appear to represent a conflict of interest or have the potential for affecting the performance of duties under this contract.

Such affiliations include but are not limited to all affiliations or ownership relationships with:

i. Potential suppliers of pharmaceuticals, retail pharmacy services, or prescription benefit management services to any state or territory in the United States of America.

ii. Entities engaged in drug rebate activities, including but not limited to states, hospitals or other medical providers, pharmacy benefit management companies, and insurers.

5. SUBCONTRACTING:

Per Attachment C, Section 19, if Contractor chooses to subcontract work under this agreement, Contractor shall first fill out and submit the Subcontractor Compliance Form (Appendix 3) in order to seek approval from the State prior to signing an agreement with any third party. Upon receipt of the Subcontractor Compliance Form, the State shall review and respond to the request within five (5) business days. Under no circumstance shall Contractor enter into a sub-agreement without prior authorization from the State. Contractor shall submit the Subcontractor Compliance Form to: AHS.DVHAGrantsContracts@vermont.gov

The contractor shall include all required provisions of Attachment C Section 19 in any subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont. Should the status of any third party or subcontractor change, Contractor is responsible for updating the State within fourteen (14) days of said change.

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: AHS.DVHAInvoices@vermont.gov

6. The total maximum amount payable under this Contract shall not exceed $60,000.00 per contract year.

7. SSDC Member States shall approve all Contractor invoices by a 2/3 vote prior to the release of payment in accordance with satisfactory performance of activities described in Attachment A to this Contract. Failure to perform under this Contract may result in the withholding of payments.

8. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:

9. Pricing Schedule:

Individual/Position	Hourly Labor Rates Years One	Hourly Labor Rates Year Two	Hourly Labor Rates Year Three	Hourly Labor Rates Option Year Four	Hourly Labor Rates Option Year Five
SSDC Administrator	$00.00	$00.00	$00.00	$00.00	$00.00

10. Payment Assumptions:
    a. All rates are fixed, hourly rates inclusive of all expenses, except as noted in this Section 10.
    b. When Contractor's in-person presence is requested by the SSDC at the Annual Conference, Contractor shall be reimbursed for mileage at the federal rate in effect at the date of travel and/or airfare to get to/from the conference location, and hotel expenses not to exceed the federal hotel rate for the travel area. Time spent traveling is not billable.

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

"Attachment C: Standard State Provisions for Contracts and Grants" (revision version dated February 13, 2026) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the Contractor and to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: https://bgs.vermont.gov/purchasing-contracting/forms.

ATTACHMENT F: STANDARD VERMONT AGENCY OF HUMAN SERVICES PROVISIONS FOR CONTRACTS AND GRANTS
REVISED SEPTEMBER 2, 2025

1. Definitions.

A. As used in this Attachment F, the terms **"Agreement"** and **"Party"** are defined in Attachment C.

B. **"State Data:"** For the purposes of this Agreement, the term State Data, defined in Attachment C as "data received, obtained, or generated by Party in connection with performance under this Agreement," does not include AHS-Funded Service Data.

C. **"AHS-Funded Service Data"** means data that is received, obtained, or generated by Party in the course of providing goods or services for the direct benefit of third parties under this Agreement, except a) when such goods or services are provided on behalf of the State or b) to the extent such data is collected or used to provide services to the State.

D. "**Work Product**" means:

i. 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) and any derivative thereof

ii. that is specifically made, conceived, discovered or reduced to practice under this agreement, including Jointly Developed Work.

E. "**Deliverables**" means all items that Party is required to deliver to the State under this Agreement.

F. "**Licensed Intellectual Property**" means any work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements and any other intellectual property, tangible or intangible, that is provided, purchased, or licensed by or to Party for the use or benefit of the State under this Agreement and:

i. was created prior to the execution of this Agreement or

ii. was not created or obtained using State funds or specifically for the benefit of the State.

G. "**State Intellectual Property**" means:

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 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 Agreement,

ii. all information that is created for the direct benefit of State under this Agreement including, but not limited to, all data, reports, or records generated through the use by Party, the State, or any third party of any technology systems or knowledge bases that are developed, purchased, or licensed in connection with this Agreement, and

iii. any work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements and any other intellectual property, tangible or intangible, that has been licensed to State by a third party under a separate agreement with State for the use or benefit of State under this Agreement.

H. "**Jointly Developed Work**" is a subset of Work Product and means:

i. any materials jointly created under this Agreement by the State and Party or any third party and

ii. any modifications, enhancements, and/or reconfigurations of or to Licensed Intellectual Property and/or derivative works based on Licensed Intellectual Property completed as part of this Agreement.

I. "**Non-State Work Product**" means information:

i. that is submitted to Party by a third party or created by Party on behalf of a third party under this Agreement,

ii. that the State is restricted from accessing by law or, when permitted under the terms of this Agreement, confidentiality terms adopted or agreed to by Party.

2. Authority of Agency of Human Services. The Agency of Human Services has oversight authority for all contracts and grants executed by its departments, boards, offices, and business units, however denominated. AHS has shared authority over contracts, grants, and scopes of work executed by the Agency of Digital Services on behalf of AHS, its departments, boards, offices, and business units, however denominated.

A. 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.

B. Party agrees to cooperate with both the named AHS-associated party to this Agreement 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 Agreements. The following terms apply to Agreements funded under Vermont's Medicaid Program through the Centers for Medicare and Medicaid Services (CMS):

A. General:

i. In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements and comply with all requests appropriate to enable AHS, the U.S. Department of Health and Human Services (along with its Inspector General and CMS), the Comptroller General, the Government Accountability Office, or any of their designees, to audit and evaluate through inspection or any other means of the quality, appropriateness and timeliness of services provided under this Agreement.

ii. In addition to the requirements of Attachment C for Sub-Agreements, Party is responsible for ensuring a) that the Agreement is fully performed according to its terms, b) that subcontractor agrees to and remains in compliance with the terms applicable to Party under this Agreement as well as terms applicable to the service or activity delegated under the subcontract, and c) that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont.

B. Managed Care Program Contracts: The following terms apply to Parties providing managed care program services and services related to state-operated Managed Care Organization entity operations.

i. Party will extend the rights provided under Section 3.A.i. to include the right to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of Party or its Subcontractors that pertain to any aspect of services and activities performed, or determination of amounts payable under this Agreement.

ii. Party must make available for the purposes of audit, evaluation, or inspection its premises, physical facilities, equipment, books, records, contracts, computer, or other electronic systems relating to Medicaid enrollees.

iii. Party must retain records and ensure the right to audit will exist through 10 years from the final date of the Agreement period or from the date of completion of any audit, whichever is later.

iv. 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.

v. Party must make available on request all contracts, subcontracts and service provider agreements between 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.

vi. 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.

vii. 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.

C. Medicaid Automated Data Processing (ADP): The following terms apply to Parties providing ADP services and solutions.

i. Party must provide for the purposes of audit or evaluation the ADP system in all of its aspects, including design developments, operation, and cost records of Party and subcontractors at such intervals as are deemed necessary by the US Department of Health and Human Services to determine whether conditions for funding approval are being met and to determine the efficiency, economy, and effectiveness of the system.

ii. Party must 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(f), *ADP System Security Requirements and Review Process*.

4. Terms Relating to Direct Services or Interactions with AHS Program Individuals or Populations: The following terms apply only to Agreements under which Party will directly interact with individuals receiving services from or otherwise involved in AHS programs.

A. Children and Vulnerable Adults - Abuse Registries: The following terms apply with respect to any services involving the care, custody, treatment, transportation, or supervision provided directly to children or to vulnerable adults:

i. Such services may not be performed by an employee, volunteer or other service provider of the Party, or otherwise reimbursed under the Agreement, if there has been a substantiation of abuse, neglect, or exploitation involving the individual performing the service.

ii. Party must verify, as provided under 33 V.S.A. § 6911(c)(3), through the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living that no such substantiated allegation of abuse, neglect, or exploitation exists against any individual providing services to vulnerable adults.

iii. Party must verify, as provided under 33 V.S.A. § 4919(a), through the Department for Children and Families that no such substantiated allegation of abuse, neglect, or exploitation exists against any individual providing services to children.

B. Children and Vulnerable Adults - Reporting of Abuse, Neglect, or Exploitation: The following terms apply with respect to services performed under this Agreement in which Party and any of its agents or employees are caregivers or have any other direct contact with clients:

i. Party must ensure its agents or employees receive appropriate training on the reporting of abuse and neglect to children as required under 33 V.S.A. §§ 4911 et seq., and/or abuse, neglect or exploitation of vulnerable adults as provided under 33 V.S.A. §§ 6901 et seq.

ii. Party, its agents, or employees having a reasonable cause to believe that a child has been abused or neglected must make a report within 24 hours to the Commissioner of the Department for Children and Families containing the information required by 33 V.S.A. §4914.

iii. Party, its agents, or employees having a reasonable cause to believe that a vulnerable adult has been abused, neglected, or exploited must make a report within 48 hours to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living containing the information required by 33 V.S.A. §6904.

C. Direct Social and Mental Health Services – Workplace Violence Prevention and Crisis Response: Parties providing direct social or mental health services under this Agreement must 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 such direct services.

i. Party must, 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.

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

iii. Party must 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.

D. 2-1-1 Database: Party must review the inclusion/exclusion criteria available at www.vermont211.org. If Party provides included services in or near the border of Vermont, Party must provide 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.

E. Children's Services – Prohibition of Environmental Tobacco Smoke, Tobacco Products and Substitutes, and Cannabis. 33 V.S.A. § 3504 and Public Law 103-227 (also known as the Pro-Children Act of 1994):

i. Party must ensure that no person is permitted: a) to use cannabis as defined in 18 V.S.A. § 4201 or 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; b) to smoke 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; c) to use cannabis, 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 must refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors, or d) cultivate cannabis in a licensed or registered family child care home.

ii. Failure to comply with the federal tobacco prohibitions may result in the imposition of a civil monetary penalty and/or the imposition of an administrative compliance order on the responsible entity under 20 USCA § 6083. 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.

iii. Failure to comply with State cannabis prohibitions may result in the imposition of a misdemeanor criminal fine under 33 V.S.A. § 3504.

F. Substance Use Treatment Services: If Party provides Substance Use Treatment services, Party must Determine whether it, in its entirety or with respect to any unit, personnel, or staff, is a Part 2 Program as defined in 42 C.F.R. § 2.11. If Party is a Part 2 Program, Party must:

i. prior to the commencement of any work under this Agreement involving the creation, use, or disclosure of Substance Use records, have notified the AHS Privacy Officer of its determination, submitted all consent forms applicable to such work to the AHS Privacy Officer, and have received approval from State; and

ii. comply with provisions requiring notice of prohibition on redisclosure for Part 2 protected claims and other Part 2 protected records submitted to the State.

G. Voter Registration: Parties who, in the regular course of its business, collect and verify documents described in 17 V.S.A. § 2145b(e) may be designated as a voter registration agency by the Secretary of State. If designated by the Secretary of State, Party agrees to comply with the requirements of state and federal law pertaining to such agencies.

H. Continuity of Service and Termination Assistance: Party must maintain records reasonably necessary for continuity or coordination of services provided to third parties under this Agreement or for the resolution of matters under this Agreement in which Party directly interacted with individuals involved in AHS programs.

i. Party must employ measures to protect against destruction, loss, or damage of such records due to environmental hazards, such as fire and water damage.

ii. When complying with the Termination Assistance requirements of Attachment C section 27.C, Party must take all reasonable and prudent measures to ensure that such services provided under this Agreement are transitioned appropriately to other service providers, including coordination of care and reasonable retention and timely transfer of service records.

5. Non-Discrimination:

A. Party shall not unlawfully discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from unlawful 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 unlawfully 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.

B. No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be unlawfully 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.

C. 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. Classification of Independent Contractors: Party staff residing in or whose primary workplace is located in the State of Vermont must be appropriately classified by Party as either "employees" or "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.

A. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance with respect to classification of staff residing in or whose primary workplace is located in the State of Vermont.

B. Party must, on request, provide to the Agency of Human Services information pertaining to the classification of such staff 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:**

A. Compliance with Applicable Law: Party must comply with applicable State and Federal law relating to the privacy and security of data, including but not limited to Vermont's 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, protections for Exchange Personally Identifiable Information, 45 C.F.R. § 155.260, protections for Medicaid records, 33 V.S.A. § 1902a, protections for Department for Children and Families Records, 33 V.S.A. § 111, the Health Insurance Portability and Accountability Act (HIPAA) regulations, 45 CFR Parts 160 and 164, and federal rules for Confidentiality of Substance use Disorder Patient Records under 42 CFR Part 2 ("Part 2").

B. The notice required under the Use and Protection of State Information terms of Attachment C shall be provided to the Agency of Digital Services Chief Information Security Officer. https://digitalservices.vermont.gov/about-us/contacts.

C. Following termination of this Agreement for any reason, the privacy and security requirements of this Agreement will continue to apply to all data received, obtained, or generated by Party under this Agreement until it is securely returned to the State or destroyed according to the terms of this Agreement or as instructed by the State.

D. State Data:

i. Party must comply with the privacy and security requirements of Attachment C, and, as applicable, Attachments D, E, and H, with respect to all State Data.

ii. Party is bound by the provisions of 42 CFR Part 2 with respect to any applicable State Data.

iii. Party must comply with all State requests for cooperation in its compliance with applicable law, rule, and practice for the privacy and security of State Data.

iv. Party must assume responsibility at its own expense for remediation activities required under applicable law in response to a security incident that compromises State Data ("Security Breach"). Such obligations will be determined at the sole discretion of the State, including a) notice to the Attorney General or Department of Financial Regulation, b) notice to affected consumers, c) investigation and remediation including but not limited to outside investigation, forensics, counsel, crisis management, and credit monitoring.

E. Compliance With Privacy Practices for AHS-Funded Service Data: To the extent Party creates, obtains, or receives AHS-Funded Service Data, Party must adopt and adhere to privacy practices for the protection of such data. Such practices must conform with the requirements of AHS Rule No. 08-048 or applicable law and must address the use and disclosure of personal information that relates to any beneficiary or recipient of goods, services, or other forms of support.

F. Use and Protection of AHS-Funded Service Data: The provisions of Attachment C Section 12 that apply to State Data also apply to AHS-Funded Service Data, except that:

i. Party may use AHS-Funded Service Data for its own purposes, provided such use is consistent with its privacy practices and applicable law, except that Party must obtain written permission before providing or allowing AHS-Funded Service Data to be used to train artificial intelligence technologies.

ii. Party must securely destroy Confidential AHS-Funded Service Data a) following any period of retention required by this Agreement, law, professional or industry standard, or regulation, or b) as required by law.

iii. Party may collect, use, or disclose AHS-Funded Service Data in any manner consistent with its privacy practices and expressly permitted under AHS Rule No. 08-048.

iv. Party must promptly notify the State of a request or demand by a court, governmental agency, or other person asserting a demand or request for AHS Funded Service Data to the extent such request relates specifically to the services provided under this Agreement.

v. Party may update or correct AHS-Funded Service Data without prior written consent of the State but must employ appropriate controls to ensure such records will not be inadvertently or maliciously altered.

vi. To the extent permitted by applicable law, professional or industry standard, or regulation, Party may allow AHS Funded Service Data to be processed, transmitted, stored, or transferred outside the United States consistent with the express terms of Party's notice of privacy practices, the express consent of the individuals who are the subject of such Data, or the express written permission of the State.

vii. Party must comply with special terms provided, as applicable, in Attachment D under the heading "Special Privacy and Security Requirements."

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

8. State Computer Equipment and System Access: Unless expressly provided in Attachment A or D, Party must supply its own computing equipment, networking equipment, and internet access. To the extent Party is provided or otherwise obtains access to State systems, equipment, or accounts:

A. Party is responsible for all damage, loss, or theft to State equipment resulting from acts or omissions of Party, its employees, agents, or subcontractors and

B. Party will complete any training and comply with all applicable laws, rules, and policies, including applicable policies of the Vermont Agency of Digital Services, related to such access.

9. Compliance with Federal Intangible Asset Regulations: For Agreements receiving Federal funds, Party must ensure that title to intangible assets vests in the State and/or reserve appropriate licenses in intangible assets to Federal partners to the extent provided under applicable regulations, as may be further described in Attachment D under the heading Ownership and License in Work Product and Deliverables.

10. Intangible Assets: Except as necessary to comply with Section 9, Party agrees to the following terms.

A. Ownership and License in Work Product:

i. Work Product will be owned by the State, regardless of the state of completion. All Work Product must be delivered to the State upon 30 days' notice by the State.

ii. Provided Party grants State license, as described herein, to use any such Licensed Intellectual Property incorporated into Deliverables, Party will not be required to grant State ownership of Licensed Intellectual Property

iii. 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, Party must immediately upon request, unconditionally and irrevocably assign, transfer and convey to the State all right, title and interest therein.

iv. The State will have 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 related to Work Product and State Intellectual Property.

v. The State may grant license, title, or other rights in or to Work Product to Party only to the extent permitted under applicable law and according to terms modifying this Attachment F.

B. Ownership and License in Non-State Work Product: To the extent Party creates or receives Non-State Work Product under this Agreement:

i. neither the State nor Party shall make any claim of rights, title, or ownership over Non-State Work Product; and

ii. Party must obtain from applicable third parties such rights, title, or ownership in Non-State Work Product as necessary to ensure any use or access to Non-State Work Product under this Agreement by, for the direct benefit of, or on behalf of the State.

C. Ownership and License in Licensed Intellectual Property: Except as necessary to comply with the following terms of this subsection C, Party and/or its Licensors retain all rights, title, and interest in and to Licensed Intellectual Property.

i. To the extent delivered under this Agreement, upon full payment to Party in accordance with Attachment B, and subject to the terms and conditions contained herein, Party hereby a) assigns to State all rights in and to all Deliverables, except to the extent they include Licensed Intellectual Property and b) grants to the State or must, in the case of Licensed Intellectual Property owned by a third party, obtain for the benefit of State, a perpetual, non-exclusive, irrevocable, royalty-free license to use Licensed Intellectual Property for State's internal business purposes including, but not limited to, use in any manner or for any purpose described in Attachment A and to authorize others to do the same on the State's behalf.

ii. Where the use of Licensed Intellectual Property is necessary for the development and/or use of Deliverables, Party hereby grants to the State or must, in the case of Licensed Intellectual Property created by a third party, obtain for the benefit of State a royalty-free license for such use.

iii. Party must reserve for Federal funding partners any licenses required under Section 9 of this Attachment F.

iv. Party may not sell or apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, any patents and copyrights and any applications and registrations, renewals and continuations thereof and/or any other protection related to Jointly Developed Works without written permission from the State or in any manner prohibited under Federal regulation.

D. State Intellectual Property:

i. Party may not collect, access, or use State Intellectual Property for any purpose other than as specified in this Agreement.

ii. Upon expiration or termination of this Agreement, Party will have no further right or license to State Intellectual Property and must return or destroy State Intellectual Property according to the terms of this Agreement.

iii. Party 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 may the Party claim any security interest in State Intellectual Property.

iv. If Party is operating or hosting a system or application on behalf of the State of Vermont, then the Party must 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.

11. Other Provisions:

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

B. 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.

C. Sub-Agreements: Party must include, as applicable, terms of this Attachment F in any subcontract, subaward, or assignment under this Agreement permitted pursuant to the terms of Attachment C. Notwithstanding such subcontract, subgrant, or assignment, Party will remain responsible for the full performance of this Agreement and compliance with this Attachment F as it applies to this Agreement, including any parts subcontracted, sub-awarded, or assigned to other parties.

ATTACHMENT G

STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)

(Revision date: *December 30, 2024*)

PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2

C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.

2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.

3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General

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

   b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.

   c. No compensation will be allowed for items eliminated from the Contract.

   d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

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

   a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.

   b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.

c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.

d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.

e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.

f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

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

4. Negotiation

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

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

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

(a) Utilizing, procuring or obtaining equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications

Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

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

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

BYRD ANTI-LOBBYING CERTIFICATION - The following provision is applicable to the Contractor for contracts over $100,000.00, and Contractor shall include this clause in all its subcontracts over $100,000.00.

Contractor has provided the certification required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended, and will follow the requirements for certification of each lower tier (subcontract) to disclose any lobbying with non-federal funds that takes place in connection with

obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the federal awarding agency.

DOMESTIC PREFERENCE FOR PROCUREMENTS

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

(a) Contractor entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section

SUBCONTRACTS

Contractor shall include all above provisions of the "State of Vermont - Federal Terms Supplement (Non-Construction)" Attachment in all subcontracts for work performed related to this contract.

APPENDIX 1
CERTIFICATE OF COMPLIANCE

For your 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. **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.

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

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

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

_____

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

_____

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

_____

_____

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

_____

_____

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

❑ By checking this box, Bidder certifies that none of the goods, products, or materials offered in response to this solicitation are Russian-sourced goods or produced by Russian entities. If Bidder is unable to check the box, it shall indicate in the table below which of the applicable offerings are Russian-sourced goods and/or which are produced by Russian entities. An additional column is provided for any note or comment that you may have.

Provided Equipment or Product	Note or Comment

F. **Certification Regarding Use of Contract Funds for Lobbying -** Applicable to contracts over $100,000.00 when federal monies are involved - this clause must be included in all subcontracts over $100,000.00.

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

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

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

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

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

Bidder Name: _____ Contact Name: _____

Address: _____ Fax Number: _____

_____ Telephone: _____

_____ E-Mail: _____

By: _____ Name: _____

Signature of Bidder (or Representative) (Type or Print)

END OF CERTIFICATE OF COMPLIANCE

APPENDIX 2
PRICE SCHEDULE

It is anticipated that the resulting contract from this RFP will require an average of 15-25 hours of work per month. It is anticipated that the first few months of the resultant contract may have higher billable hours due to training and onboarding.

Payment Assumptions:

- The resulting contract will only be paid at a fixed hourly rate inclusive of all expenses.
- For the annual conference, the selected vendor shall be reimbursed for mileage at the federal rate in effect at the date of travel and/or airfare to get to/from the conference location, and hotel expenses not to exceed the federal hotel rate for the travel area. See www.gsa.gov/travel for per diem rates. Meals and any other incidental expenses will not be reimbursed. Vendor shall not bill hours for travel time related to the annual conference. Vendors can bill the hourly rate only for hours in attendance at the conference.
- The maximum annual contract amount shall not exceed $60,000.00 per year.

Hourly Labor Rates for Years One:

Individual/Position	Hourly Rate
	$
	$
	$

Hourly Labor Rates for Year Two:

Individual/Position	Hourly Rate
	$
	$
	$

Hourly Labor Rates for Year Three:

Individual/Position	Hourly Rate
	$
	$
	$

Hourly Labor Rates for Option Year Four:

Individual/Position	Hourly Rate
	$
	$
	$

Hourly Labor Rates for Option Year Five:

Individual/Position	Hourly Rate
	$
	$
	$

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

APPENDIX 3
Department of Vermont Health Access
Subcontractor Compliance Form

Date: _____ Original Contractor Name: _____
Contract #: _____

Subcontractor Name: _____

Scope of Subcontracted Services:
_____
_____
_____

Is any portion of the work being outsourced outside of the United States? ☐ YES ☐ NO
(If yes, do not proceed)

All vendors under contract, grant, or agreement with the State of Vermont, are responsible for the performance and compliance of their subcontractors with the Standard State Terms and Conditions in Attachment C. This document certifies that the Vendor is aware of and in agreement with the State expectation and has confirmed the subcontractor is in full compliance (or has a compliance plan on file) in relation to the following:

- ☐ Subcontractor does not owe, is in good standing, or is in compliance with a plan for payment of any taxes due to the State of Vermont
- ☐ Subcontractor (if an individual) does not owe, is in good standing, or is in compliance with a plan for payment of Child Support due to the State of Vermont.
- ☐ Subcontractor is not on the State's disbarment list.

In accordance with State Standard Contract Provisions (Attachment C), the State may set off any sums which the subcontractor owes the State against any sums due the Vendor 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 in Attachment C.

_____ _____
Signature of Subcontractor Date

_____ _____
Signature of Vendor Date

_____ _____
Received by DVHA Business Office Date

Required: Contractor cannot subcontract until this form has been returned to DVHA Contracts & Grants Unit.

APPENDIX 4
ARTIFICIAL INTELLIGENCE USAGE DISCLOSURE

Requirement for Bidders to Disclose AI Usage in Proposals. Artificial intelligence (AI) can only be used to provide goods and services for the State if prior written approval is obtained from the State. Any use of AI must adhere to the State's Artificial Intelligence Code of Ethics, which can be found at https://digitalservices.vermont.gov/ai. This Code of Ethics restricts the use of AI for certain decisions and imposes various limitations. **Therefore, any bidder planning to use AI technologies in their proposal must address the following three questions in their response to this solicitation:**

1) **Technologies and Functions:**

   a) What specific AI technologies will be utilized for this proposal, and what are their intended functions?

2) **Decision Capabilities (See 3 V.S.A. § 3305):**

   a) What specific decisions will the AI system support or make?

   b) Will the system be used to make any automated final decisions?

   c) How will AI-generated decisions or outputs be evaluated by humans to ensure accuracy?

3) **Human Evaluation and Fail-Safe Mechanisms:**

   a) What human alternatives and fail-safe mechanisms are in place to ensure service continuity in case of AI failures?

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

Data Inputs and Outputs:

a) What types of data inputs does the system require, and how are these inputs generated and processed?

b) What types of data will the system generate during its operation?

Data Security and Privacy:

c) Does your proposed use (1) rely on commercially available AI models, or do you (2) develop or customize your own models? If you develop or customize your own models, address the following two items:

   i. Please cite any pertinent security risk management frameworks you use as guidance (e.g., NIST-RMF, ISO-27001, ENISA, etc.).

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

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

Use-Case Risk Assessment:

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

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

Post-Deployment Auditing/Monitoring :

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

APPENDIX 5
STANDARD ARTIFICAL INTELLIGENCE PROVISION

Artificial Intelligence and Automated Decision Systems

1. Definitions. For purposes of this section:

1.1. "AI Systems" means any automated decision or artificial intelligence systems as defined in 3 V.S.A. § 3305(a)(2) or § 5021.

1.2. "Process" or "processing" means any operation performed on footage or State Data by or through an AI System, including but not limited to: collecting, storing, accessing, transmitting, analyzing, scanning, classifying, tagging, indexing, searching, enhancing, recognizing (including facial recognition, object recognition, or license plate recognition), detecting patterns or anomalies, generating outputs or predictions, or submitting such data to any AI-enabled feature, tool, plugin, or third-party service.

2. Disclosure Requirement. AI Systems used to process State Data must be limited solely to those disclosed in the completed AI Usage Disclosure Form (BGS Form 12-19-2025) previously submitted by the Contractor and approved by the State. If no form was submitted and approved, Contractor agrees that no AI Systems are or will be used to process State Data in any way.

3. Prior Approval. Contractor shall obtain the State's prior written approval before:

3.1. Modifying any previously approved use of AI Systems in connection with State Data; and

3.2. Permitting any subcontractor or agent acting on Contractor's behalf to use AI Systems in connection with State Data.

4. Prohibition on Use of State Data as Training Data. Contractor may not use State Data as training data, validation data, or any other input for the development, improvement, fine-tuning, or evaluation of any AI System, unless the State provides express prior written authorization specifically identifying:

4.1. The State Data to be used;

4.2. The AI System or model for which it will be used; and

4.3. The specific purpose for which it will be used.

5. Subcontractor and Agent Obligations. Contractor shall ensure that all subcontractors and agents acting on Contractor's behalf comply with the requirements of this section. Contractor remains solely responsible for any use of AI Systems or State Data by subcontractors or agents that violates this section.

6. Notification of Changes. Contractor shall notify the State in writing within ten (10) business days of becoming aware of any change in the AI Systems used to process State Data, including any change introduced by a third-party vendor or platform without Contractor's affirmative action.

7. Violation. Any use of AI Systems or State Data in violation of this section constitutes a material breach of this Contract.

APPENDIX 6
STATEMENT OF NON-DISCLOSURE
Contract # TBD

This form must be completed and signed by any and all Contractor resources deemed by Contractor to have a legitimate need to handle the State information disclosed to Contractor pursuant the above- referenced contract with the State of Vermont (the "Contract"). Copies of all signed statements are to be maintained by Contractor throughout the term of the Contract and submitted to the State Authorized Representative.

I, the undersigned, acknowledge and understand the following:

- Information disclosed by the State to me or my organization for the very limited purposes set forth in the Contract may contain personally identifiable information and other information protected by State or federal law.
- I will keep confidential all information that I receive or collect in performance of the Contract. I will not take screen shots, screen recordings, audio recordings, forward emails outside of the designated SSDC participants, or download any State information not required under the scope of this Contract.
- I will only use such information disclosed to me for performance of the services specified in the Contract.
- I will not attempt unauthorized access to any State system or data.
- I will not invite any AI agents to meetings.
- I will abide by all SoV ADS Security policies.
- I will not use SSDC platforms or systems for offensive or disruptive purposes, including but not limited to profanity, vulgarity, sexual content, discriminatory content or character slurs.
- I will immediately disclose to the State Point of Contact any conflict of interest or any facts that cause a reasonable perception of a conflict of interest.
- I am not authorized to disclose this information to any other person except in accordance with the Contract.
- I have fully read and understand the State's Attachments C, F, G, under Contract #TBD and agree that I will fully adhere to those requirements.
- My unauthorized disclosure of the information may result in termination of the Contract and may subject me or my organization to liability.

Signature: _____
Name: _____
Title: _____
Organization: _____
Date: _____