



STATE OF VERMONT
DEPARTMENT OF BANKING, INSURANCE, SECURITIES
and HEALTH CARE ADMINISTRATION

**DIVISION OF HEALTH CARE ADMINISTRATION
89 MAIN STREET
MONTPELIER, VERMONT 05620-3601
802-828-2900**

SEALED BID

REQUEST FOR PROPOSAL

ARCHITECTURAL CONSULTING SERVICES

RFP ISSUE DATE: Friday, March 28, 2008
WRITTEN QUESTIONS DUE BY: Friday, April 11, 2008
WRITTEN RESPONSES BY THE DEPARTMENT: Friday, April 18, 2008
BID DUE ON OR BEFORE: Friday, April 25, 2008, 4 p.m.
DATE AND TIME OF BID OPENING: Monday, April 28, 2008, 10 a.m.
LOCATION OF BID OPENING: Division of Health Care
Administration, 3rd Floor, 89 Main
Street, Montpelier, Vermont
CONTRACTOR SELECTION ANNOUNCEMENT: Friday, May 2, 2008
CONTRACTOR WORK TO COMMENCE: July 1, 2008

ATTACHMENTS OR SPECIFICATIONS THAT APPLY TO THIS RFP:

➤ State Contract (Exhibit A)

CONTACT AGENT: Donna Jerry
MAILING ADDRESS: Division of Health Care Administration
Department of Banking, Insurance, Securities
and Health Care Administration
89 Main Street
Montpelier, VT 05620-3601
TELEPHONE : (802) 828-2900 FAX (802) 828-2949
E-MAIL: djerry@bishca.state.vt.us



DIVISION OF HEALTH CARE ADMINISTRATION
89 MAIN STREET
MONTPELIER, VERMONT 05620-3601
802-828-2900

SEALED BID INSTRUCTIONS

All bids must be sealed and must be addressed to the State of Vermont, Department of Banking, Insurance, Securities, and Health Care Administration, Division of Health Care Administration, 89 Main Street, Montpelier, Vermont 05620-3601. **BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID AND SHOW THE REQUISITION NUMBER AND/OR BID TITLE, OPENING DATE AND NAME OF BIDDER. ALL BID SUBMISSIONS MUST CONTAIN AN ORIGINAL AND THREE COMPLETE COPIES.**

All bidders are hereby notified that sealed bids must be in the office of the Vermont Division of Health Care Administration of the Department of Banking, Insurance, Securities, and Health Care Administration by the bid due date and time. Bidders are cautioned that it is their responsibility to originate the sending of bids in sufficient time to insure receipt by the Department on or before the bid due date. Hand carried bids shall be delivered to a representative of the Department on or before the bid due date and stamped in by the Department representative to indicate the date and time of receipt. Bids not in possession of the Department by the due date and time will not be considered.

The Department may change the date and/or time of bid openings. If a change is made, the Department will make a reasonable effort to inform all bidders.

All bids will be opened publicly. Any interested party may attend bid openings. Bid results may be requested in writing and are available once an award has been made.

From the issue date of this RFP until a Contractor is selected and the selection is announced, bidders are prohibited from communicating with any State staff regarding this procurement, except:

- Donna Jerry

The Department reserves the right to reject the proposal if this provision is violated.

FAXED BIDS: FAXED bids will NOT be accepted.

ELECTRONIC BIDS: ELECTRONIC bids will NOT be accepted.



DIVISION OF HEALTH CARE ADMINISTRATION
89 MAIN STREET
MONTPELIER, VERMONT 05620-3601
802-828-2900

DATE:

REQUEST FOR PROPOSAL
THIS IS A SEALED BID

BIDS MUST BE RECEIVED BY Friday, April 25, 2008

_____(vendor name)
_____(address 1)
_____(address 2)
_____(address 3)
_____(city state zip)

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

The undersigned has read, understood, and accepted all provisions, terms, and conditions of this bid.

VERMONT TAX CERTIFICATE

To meet the requirements of Vermont Statute 32 V.S.A. § 3113, by law, no agency of the State may enter into, extend or renew any contract for the provision of goods, services or real estate space with any person unless such person first certifies, under the pains and penalties of perjury, that he or she is in good standing with the Department of Taxes. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of the Department of Taxes. 32 V.S.A. § 3113.

In signing this bid, the bidder certifies under the pains and penalties of perjury that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date this statement is made.

Quotation Valid for ____ Days Date: _____ Telephone Number: _____
Name of Company: _____ Fax Number: _____
Federal Identification Number: _____ E-mail address: _____
By: _____ Name: _____
Signature (**Bid Not Valid Unless Signed**) (Type or Print)

1. BACKGROUND:

The State is responsible for administering a Certificate of Need (CON) program. The program mandates that all new health care projects be offered or developed in a manner that avoids unnecessary duplication and contains or reduces increases in the cost of delivering services, while at the same time maintaining and improving the quality of and access to health care services, and promoting rational allocation of health care resources in the state. As part of the CON program, the State may employ architectural consultants to assist in assessment of proposed health care projects.

2. OVERVIEW

- 2.1 **SCOPE:** The Vermont Department of Banking, Insurance, Securities and Health Care Administration, Health Care Administration Division (the “State”) seeks bid proposals from qualified, licensed and experienced architects to perform architectural review of construction and renovation projects submitted for review under Vermont’s CON program. The scope of work includes, but is not limited to, review of “new health care projects” including architectural, mechanical, electrical and plumbing components and/or site work subject to CON jurisdiction.
- 2.2 **CONTRACT PERIOD:** A contract arising from this request for proposal will be for a period of **two years**. Proposed contract start date is **July 1, 2008**.
- 2.3 **SINGLE POINT OF CONTACT:** All communications concerning this Request For Proposal (RFP) are to be addressed in writing to the attention of: Donna Jerry, Division of Health Care Administration, 89 Main Street, Montpelier, Vermont 05620-3601. Donna Jerry is the sole contact for this RFP.
- 2.4 **ATTACHMENTS:**
Exhibit A – Form of Contract
- 2.5 **PAYMENT:** Assignment of work under this contract will be at the complete discretion of the State. A firm’s selection by the State and execution of a contract bears no commitment by the State to use the Contractor’s services during the course of the contract term.

Payment of services for each contract shall be written for a maximum dollar value determined by the State. The Department reserves the right to establish the dollar value for each contract. It is possible, for example, that two contracts resulting from this request for proposal will have different maximum dollar values. Furthermore, a contract’s maximum dollar value shall in no way represent a commitment to Contractor for services or compensation. Payment to a Contractor will only be for services rendered on projects assigned to the Contractor by the State. If a Contractor receives no assignments, there shall be no payment to that Contractor.
- 2.6 **CONFIDENTIALITY:** The bidder agrees to keep the information related to the State and all related entities, including agencies and regulated entities, related to this contract confidential. The bidder agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form, or authorize or permit others to do so, unless authorized in writing by the State. Bidder will take reasonable measures as necessary to restrict access to confidential information in bidder’s possession to those employees who must have the information to perform their job, and agrees to immediately

notify, in writing, the State’s authorized representative in the event the bidder determines, or has reason to suspect, confidential information has been improperly disseminated.

3. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES

As directed by the State, bidder shall perform the following tasks:

- 3.1. Review and analyze CON applications and related financial information involving new construction and/or renovation projects including architectural and floor plans, site work, mechanical, electrical and plumbing components.
- 3.2. Assist State staff with development of questions to the CON applicant regarding areas of concern, require clarification and/or additional detail. Review and analyze applicant answers to questions as requested by the State.
- 3.3. Critically analyze whether there are less costly alternatives to meet the goals and objectives of the proposed project, including engaging in discussion, as needed, with relevant state and local agencies, such as the Department of Labor and Industries and local zoning administrators, concerning laws, regulations and policies relating to project components and potential unknown costs.
- 3.4. Perform program and design review analyzing project components and determine whether the size, location or other components are consistent with the overall CON program goals and are designed in the most cost effective manner.
- 3.5. Perform cost reviews of projects. This work may include a detailed costing out of project components including analysis of the proposed cost of new construction, renovation, architectural, mechanical, electrical, plumbing and site work components to determine that costs are appropriate and reasonable.
- 3.6. Respond to questions raised by the State, by telephone or otherwise, as requested, and be available to staff as needed.
- 3.7. Prepare a written report submitted to the State for inclusion in the record.
- 3.8. Present written or oral summary of findings, as may be required by the State.
- 3.9. Attend and testify at public hearings as requested.
- 3.10. Attend State meetings in Montpelier as requested.
- 3.11. Any other work as requested by the State.

4. INSTRUCTIONS FOR BID PREPARATION

- 4.1. The bid is the State’s primary vehicle for obtaining essential information upon which contract award decisions are based. Instructions contained in the RFP must be met in order to qualify for consideration of contract award. Bids that do not meet or comply with all instructions may be considered non-responsive and may be discarded. Mere reiterations of RFP-stated services are discouraged, as they do not provide insight into the bidder’s understanding of the

required tasks and responsibilities, nor the uniqueness of the bidder's performance capabilities.

- 4.2 **Bidders must submit an original and three (3) copies of their bid to the Department** (see page 1 for address and submission deadline). The bid must include a transmittal letter and bidder general information summary sheet. The transmittal letter must be signed by an individual in the organization authorized to bind the organization to the proposal. The information sheet should include the name and mailing address of the company, the street address for purposes of overnight/express mail delivery, the direct phone number, FAX number, and e-mail address. If the organization has a business account number with the Vermont Department of Taxes, that should be included.
- 4.3 **BID SUBMISSION CLOSING DATE:** The closing date for the receipt of bids is **Friday, April 25, 2008, at 4 p.m.** Bids must be delivered to: Division of Health Care Administration, Attn: Donna Jerry, 89 Main Street, Montpelier, Vermont 05620-3601 prior to that time. Bids submitted after that time will not be accepted and will be returned to the bidder. Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure receipt prior to closing time on the date specified at the appointed place of the bid opening. **FAXED BIDS WILL NOT BE ACCEPTED. ELECTRONIC BIDS WILL NOT BE ACCEPTED.**
- 4.4 **BID OPENING:** The bid opening will be held at the Health Care Administration Division, City Center Building, 89 Main Street, Montpelier, VT (3rd floor) at the date and time listed on page one and is open to the public.

An original and three copies are required. All bids shall be submitted in a sealed package and must be clearly marked as follows:

Bid for Architectural Consulting Services

If bids are being sent via an express delivery service, be certain that this designation is clearly shown on the outside of the delivery envelope or box. It is the bidder's responsibility to ensure timely delivery of the bid. Failure of an agent, such as an express delivery service or the U.S. Postal Service, to deliver bids by the deadline shall not excuse the bidder from the requirement for timely filing of the bid.

5. BID SUBMISSION CONTENTS

Each copy of the bid must be submitted in one volume (where practical), divided into three easily identifiable sections as described in 5.1 – 5.3 and preceded by a table of contents and by the completed Tax Certificate Form on page 3 of this RFP.

- 5.1 **Section 1 - Technical Bid:** This section must describe the bidder's approach and plans for accomplishing the work outlined in the Scope of Work and Contractor Responsibilities section of this RFP. These plans and approaches must be described in sufficient detail to permit the State to fully evaluate them. Further, the bidder must describe the effort and skills necessary to complete the project. The section must contain at least the following information:
- 5.1.1 A brief introduction outlining the bidder's overall technical approach to complete the requirements. The narrative must demonstrate to the State an understanding of the

process that is to be implemented, and persuade the State that the bidder understands the nature of the required work, and the level of effort required.

- 5.1.2 A description of how the work will be accomplished. Simple statements that a task will be completed, or a reiteration of the RFP criteria, are not helpful. Section 3 of this RFP (Scope of Work) illustrates the interface between the State’s responsibilities and the contractor’s responsibilities.
- 5.1.3 A summary of the problems that the bidder might reasonably expect and its solutions to those anticipated problems must be provided.
- 5.1.4 Enough information must be provided so that the State is assured that the bidder will be prepared to be able to provide effective and efficient contract responsibilities during the contract term.
- 5.1.5 The bidder must supply detailed information concerning any subcontractors proposed to be used during the performance of the responsibilities under the contract.
- 5.2 **Section 2 - Organizational Experience:** This section of the bid must contain pertinent information relating to the bidder’s organization, personnel, and experience, including references together with a contact name and telephone number that will substantiate the bidder’s qualifications and performance record. The bid must contain at least the following:
 - 5.2.1 Location of the bidder’s headquarters and offices.
 - 5.2.2 If applicable, the bidder must provide the following information about itself and any parent corporation and all subsidiaries and affiliates: (1) an organizational chart by ownership of all affiliated entities; (2) the names of owners of each entity; and (3) the names of members of the governing board of each entity.
 - 5.2.3 The bid must include a description of the bidder’s background and experience in architectural consulting services as applied in a health care setting. Documentation that clearly shows the bidder’s experience in performing similar projects must be included. Bidders must include a list of references that reflect this experience.
 - 5.2.4 The bidder must offer such documentation as it believes sufficient to show proof of the bidder’s financial capacity to undertake the responsibilities required under this contract.
 - 5.2.5 The bidder must be free of actual or apparent conflict of interest.
 - 5.2.6 As more fully described in Exhibit A, the bidder shall procure and maintain appropriate insurance for any and all
 - 5.2.7 services performed under the contract. The bidder shall confirm such insurance shall be purchased prior to the start date of any work performed under this contract.
- 5.3 **Cost Bid**
 - 5.3.1 The bidder shall offer a cost proposal, distinct from the technical proposal, to provide one hourly rate for each staff class identified in the proposal. A blended rate, whereby a proposal identifies one hourly rate for all categories of services, is not acceptable. The Department will also not accept a range of hourly compensation for the same staff level or function.
 - 5.3.2 Cost bids must be related to the functions and responsibilities outlined in section 3.

6. METHOD OF AWARD

6.1 **CONTRACT AWARD:** Awards will be made under the provisions of 29 V.S.A. § 903. The State may award one or more contracts and reserves the right to make additional awards to other bidders who submitted bids at any time during the first year of the contract if such award is deemed to be in the best interest of the State.

6.2 **EVALUATION CRITERIA:** Proposals that meet the specifications of this RFP, and that are received in this office by the appointed deadline, will be evaluated by a review committee composed of State staff. The evaluation of proposals will focus on the bidder’s expertise in architectural consulting services in hospital and other health care facility settings including inpatient and ambulatory settings, and ability to convey technical information and opinions to State staff, detailed experience with similar engagements, excellent understanding of technical, regulatory and legislative issues, extensive architectural evaluation experience, and strong professional standards and reputation for quality.

Proposals meeting the specifications of this RFP will be evaluated based on the following criteria:

<u>Criterion:</u>	<u>Maximum possible points</u> <u>(on a scale of 100):</u>
6.21 Prior experience (Completed work of similar type and experience working for state regulatory systems.)	30
6.2.2 Organization size and structure of offeror’s firm	10
6.2.3 Quality of staff and supervision (Qualifications of staff to be assigned and supervision to be exercised over staff by management.)	15
6.2.4 Bidder’s understanding of work to be performed (Quality of understanding of work and adequate staff to meet deadlines.)	25
6.2.5 Quality of references.	10
6.2.6 Billable Rate	10

6.3 **RFP QUESTION AND ANSWER PERIOD:** Any bidder requiring clarification of any section of this RFP or wishing to comment on the RFP must submit specific questions or comments in writing no later than **Friday, April 11, 2008**. Questions shall be mailed to Donna Jerry, Division of Health Care Administration, 89 Main Street, Montpelier, VT 05620-3601. Any e-mailed or faxed correspondence must be followed up in hard copy and delivered by U.S. Mail. Only the mailed hard copy version constitutes notice and a public record. At the close of the question period a copy of all questions or comments and the State’s responses will be mailed to those persons who submitted written questions or comments and to those who request a copy of the answers to the RFP questions. The State’s response(s) will be postmarked no later than **Friday, April 18, 2008**.

- 6.4 CONTRACT TERMS:** The selected bidder(s) will sign a contract (Exhibit A) with the State to provide the services identified in the bid, at the price listed. A sample copy of the contract is attached and the selected bidder should anticipate signing a contract that is virtually identical to Exhibit A. Terms and Conditions from this RFP and the bidder's response may, at the discretion of the State, become part of the contract.

7. ADDITIONAL PROVISIONS

- 7.1 Statement of Rights:** The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a bid.
- 7.2 Non Collusion:** The State of Vermont is conscious of and concerned about collusion. It must therefore be understood by all that in signing bid and contract documents bidder agrees 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 competitor company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidders must understand that this paragraph may be used as a basis for litigation.
- 7.3 Confidentiality:** The successful bid will become part of the contract file and will become a matter of public record as will all other bids received. If a bid includes material that is considered by the bidder to be proprietary and confidential under Title 1 V.S.A., Chapter 5, the bidder shall clearly designate the material as such, explaining why such material must be considered confidential. The bidder must identify each page or section of the bid that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. The Department will determine if such designated information meets statutory requirements pertaining to materials exempted from Vermont's public records law. Under no circumstances can the entire bid or price information be marked confidential. Bids so marked may not be considered.

Exhibit A

STATE OF VERMONT
STANDARD CONTRACT FOR SERVICES

Contract # _____

1. **Parties.** This is a contract for services between the State of Vermont, Department of Banking, Insurance, Securities and Health Care Administration (hereafter called “State”), and _____, (hereafter called “Contractor”) with principal place of business _____. Contractor’s form of business organization is _____. Contractor’s Vermont Department of Taxes Business Account Number is: #_____. If Contractor does not have a Business Account Number, it is the Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the 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 providing architectural consulting services to the State. Detailed services to be provided by the 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 \$ _____. The State does not guarantee the assignment of any minimum number of hours or any other work under this contract.

4. **Contract Term.** The period of Contractor’s performance shall begin on _____ and end on _____.

5. **Prior Approvals.** If approval by the Attorney General’s Office, Secretary of Administration or the CIO/Commissioner DII is required (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by any or all such persons.

- Approval by the Attorney General’s Office is required.
- Approval by the Secretary of Administration is required.
- Approval by the CIO/Commissioner DII is not required.

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. **Cancellation.** The State may cancel this contract by giving written notice at least 30 days in advance. The Contractor may cancel this contract by giving 120 days written notice in advance.

8. **Attachments.** This contract consists of _____ pages including the following attachments, which are incorporated herein:

- Attachment A - Specifications of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C – Standard State Contract Provisions
- Attachment D - Other Provisions.

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

By the State of Vermont:
Date: _____

Signature: _____

Name: Paulette J. Thabault, Commissioner
Agency: Banking, Insurance, Securities, and Health Care Administration

By the Contractor:
Date: _____

Signature: _____

Name: _____

Title: _____

Exhibit A
Attachment A
Work to be Performed

- A. As directed by the State, Contractor shall be expected to perform the following:
1. Review and analyze CON applications and related financial information involving new construction and/or renovation projects including architectural and floor plans, site work, mechanical, electrical and plumbing components.
 2. Assist State staff with development of questions to the CON applicant regarding areas that are of concern, require clarification and/or additional detail. Review and analyze applicant answers to questions requested by the State.
 3. Critically analyze whether there are less costly alternatives to meet the goals and objectives of the proposed project, including engaging in discussion, as needed, with relevant state and local agencies, such as the Department of Labor and Industries and local zoning administrators, concerning laws, regulations and policies relating to project components and potential unknown costs.
 4. Perform program and design review analyzing project components and determine whether the size, location or other components are consistent with the overall CON program goals and are designed in the most cost effective manner.
 5. Perform cost reviews of projects. This work may include a detailed costing out of project components including analysis of the proposed cost of new construction, renovation, architectural, mechanical, electrical, plumbing and site work components to determine that costs are appropriate and reasonable.
 6. Respond to questions raised by the State, by telephone or otherwise, as requested, and be available to staff as needed.
 7. Prepare a written report submitted to the State for inclusion in the record.
 8. Present written or oral summary of findings, as may be required by the State;
 9. Attend and testify at public hearings as requested.
 10. Attend State meetings in Montpelier as requested.
 11. Any other work as requested by the State.
- B. If, during the term of the contract, Contractor cannot provide the required services using the personnel identified in the Contractor's bid, Contractor shall notify the State and provide assurances that the substitute personnel will in no way diminish the capacity of Contractor to perform. The State may accept the substitution of personnel or terminate the contract.

Exhibit A
Attachment B
Payment Provisions

1. The maximum amount payable under this contract for service and expenses shall not exceed _____. The State does not guarantee the assignment of any minimum number of hours or any other work under this contract. The hourly rates for assigned staff are as follows:
2. State shall reimburse Contractor for travel expenses utilizing the most current General Services Administration Per Diem Study for lodging, meals, and incidentals. Expenses will not be reimbursed without prior written approval from the State.
3. Contractor will submit an invoice on a monthly basis to the State for services provided and expenses incurred during the previous month. The invoice must include a unique invoice number, dates of service, itemized hours being invoiced, a list of allowable expenses incurred and the address for remittance of payment. A billing for mileage shall include the points of origin and destination and the number of miles traveled. Only actual charges will be paid.
4. Invoices shall be submitted to:

Andrea Grishman
Health Care Administration
89 Main Street
Montpelier, VT 05620-3601

Exhibit A
Attachment C
Standard State Contract Provisions

1. **Entire Agreement:** This contract represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This contract will be governed by the laws of the State of Vermont.
3. **Appropriations:** If this contract extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority.
4. **No Employee Benefits For Contractor:** The contractor understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the contract. The contractor understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the contractor, and information as to contract income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
5. **Independence, Liability:** The contractor will act in an independent capacity and not as officers or employees of the State. The contractor shall indemnify, defend, and hold harmless the State and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of the contractor's acts and/or omissions in the performance of this contract.
6. **Insurance:** Before commencing work on this contract, the contractor must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the contractor to maintain current certificates of insurance on file with the state through the term of the contract.

Workers Compensation: With respect to all operations performed, the contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

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

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

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

- \$1,000,000 Per Occurrence
- \$1,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$ 50,000 Fire/ Legal/Liability

Automotive Liability: The contractor shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the contract. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the contractor for the contractor's operations. These are solely minimums that have been established to protect the interests of the State.

7. Professional Liability

Before commencing work on this contract and throughout the term of this contract, Contractor shall procure and maintain professional liability insurance for any and all services performed under this contract, with minimum coverage of \$1,000,000 per occurrence

8. **Reliance by the State on Representations:** All payments by the State under this contract will be made in reliance upon the accuracy of all prior representations by the contractor, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Records Available for Audit:** The contractor will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the contract and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this contract.
10. **Fair Employment Practices and Americans with Disabilities Act:** Contractor agrees to comply with the requirements of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the contractor under this contract. Contractor further agrees to include this provision in all subcontracts.
11. **Set Off:** The State may set off any sums which the contractor owes the State against any sums due the contractor under this contract; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
12. **Taxes Due to the State:**
 - a. Contractor understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Contractor certifies under the pains and penalties of perjury that, as of the date the contract is signed, the contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

- c. Contractor understands that final payment under this contract may be withheld if the Commissioner of Taxes determines that the contractor is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the contractor has no further legal recourse to contest the amounts due.

13. **Child Support:** (Applicable if the contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the date the contract is signed, he/she:

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

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

- 14. **Subcontractors:** Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the prior written approval of the State. Contractor also agrees to include in all subcontract agreements and a tax certification in accordance with paragraph 11 above.
- 15. **No Gifts or Gratuities:** Contractor shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this contract.
- 16. **Copies:** All written reports prepared under this contract will be printed using both sides of the paper.
- 17. **Certification Regarding Debarment:** Contractor certifies under pains and penalties of perjury that, as of the date that this contract is signed, neither contractor nor contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

Exhibit A
Attachment D
Other Contract Provisions

1. Confidentiality

Contractor agrees to keep information related to the State and all agencies and companies related to this contract confidential and agrees not to use any information obtained in relation to the services performed under this contract for any purpose other than as authorized by the State. Contractor agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form or authorize or permit others to do so. Contractor will take reasonable measures as are necessary to restrict access to confidential information in the Contractor's possession to those employees who must have the information to perform their job. Contractor agrees to immediately notify, in writing, the State's authorized representative in the event Contractor determines or has reason to suspect a breach of this requirement.

2. Obligations Regarding Protected Information

Contractor shall assure compliance by the State and Contractor of any and all obligations the State or Contractor may have under HIPAA and any other applicable state or federal law regarding protected health, personal, or otherwise confidential information.

3. Security

Contractor shall maintain security and confidentiality policies and procedures consistent with industry standards with regard to the information obtained from regulated entities. Contractor shall have recovery procedures in place to handle replacement of data in the event of a disaster.

4. Conflicts of Interest

If the State determines that a conflict of interest, as defined by the State, exists between a regulated entity and a member or members of the Contractor's staff, the Contractor shall substitute similarly qualified individuals for the conflicted members. If the State determines that a conflict of interest, as determined by the State, exists between Contractor and a regulated entity, the State may immediately remove that assignment from the Contractor, or may invoke its right to terminate this contract pursuant to paragraph 7 on page 1 of this contract. The State reserves the right to make the ultimate determination as to whether a conflict of interest exists.

5. Protection of Personal Information

Contractor agrees to establish and maintain policies and procedures designed to ensure compliance with 9 V.S.A. Chapter 62 (Protection of Personal Information) with respect to data collected in connection with Contractor's activities pursuant to the Contract.