



Department of Public Service
112 State Street, 3th Floor | Montpelier VT 05620-2601
802-828-2811 phone | 802-828-2342 fax
<https://publicservice.vermont.gov>

SEALED BID REQUEST FOR PROPOSAL

Vermont Telecommunications Relay Service Provider and
Caption Telephone Service provider.

ISSUE DATE	April 18, 2022
QUESTIONS DUE	April 29, 2022 – 4:30 pm (EST)
RFP RESPONSES DUE BY	May 16, 2022 – 4:30 pm (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:	Aaron Brassard, Telecom Project Manager
TELEPHONE:	(802)-522-2046
E-MAIL:	aaron.brassard@vermont.gov

1. OVERVIEW:

1.1. SCOPE AND BACKGROUND:

This Request for Proposals (RFP) is issued by the Vermont Department of Public Service (DPS). This RFP invites sealed proposals from firms qualified to provide telecommunications relay service and/or captioned telephone service in the state of Vermont. The Telecommunications Relay Service (TRS) provides residents of Vermont who are deaf, hard of hearing, late-deafened, deaf-blind, or who have speech disabilities to have full access to telephone services in a manner that is functionally equivalent to that enjoyed by people who can hear and speak. TRS for Vermont must be available 24 hours a day, 7 days a week in English and other languages through a Communications Assistant (CA), who is fluent in that language. The designated call center may be located in, or outside of Vermont. Captioned telephone service provides telephone users with a display of every word spoken by a caller, allowing captioned telephone users to listen to a caller and/or read the caller's words.

- 1.2. **CONTRACT PERIOD:** Contracts arising from this RFP will be for a period of **2** 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 July 1st, 2022.
- 1.3. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.
- 1.4. **BIDDERS' CONFERENCE:** A bidders' conference will not be held.
- 1.5. **QUESTION AND ANSWER PERIOD:** Any bidder requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for the 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 <https://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.
- 1.6. **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.

2. DETAILED REQUIREMENTS/DESIRED OUTCOMES:

2.1. The State of Vermont is interested in obtaining bids to meet the following business need(s):

- 2.1.1. A full-service, confidential, statewide, 24-hours-per-day, seven-days-per-week telecommunications relay service that is economically feasible and that satisfies or exceeds the minimum specifications contained herein. The intended contract term is two years, with an option to renew for an additional two years; and
- 2.1.2. Outreach to TRS users, potential users, and the public to inform these populations concerning the availability, function, and features of TRS and gather feedback about the quality of the service;
- 2.1.3. A full-service captioned telephone service operated as a confidential, statewide, 24-hours-per-day, seven-days-per-week service that is economically feasible and that satisfies or exceeds the minimum specifications contained herein. Captioned telephone service may be bid as a separate contract from TRS, or bid together with TRS. Both services together shall be called the Vermont Telecommunications Relay Service (VTRS), regardless of whether there are separate vendors for each service. The intended contract term for captioned telephone service is two years with an option to renew for an additional two years; and
- 2.1.4. Outreach to captioned telephone users, potential users, and the public to inform these populations concerning the availability, function, and features of captioned telephone service and gathering feedback about the quality of the service. Outreach on captioned telephone service must be bid separately from Outreach on TRS only if the bidder is submitting a separate bid for captioned telephone service. Bidders for both services together must include in their bids Outreach for both TRS and captioned telephone service.
- 2.1.5. Preference will not be given to bids submitted for both services together, over those bids submitted separately by one bidder for TRS and captioned telephone service.
- 2.1.6. The performance specifications on the following pages should be considered as basic requirements with no intent to constrain bidder creativity. The goal is a cost-beneficial VTRS that will provide equal access to public telephone service to deaf, hard-of-hearing, and speech-disabled subscribers in Vermont.

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. Bidders should submit separate bids for TRS and CapTel. (A separate combined bid can also be submitted if bidding on both services.)**
- 3.1.1. Prices and/or rates shall remain firm for the initial term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.
- 3.1.2. **Cooperative Agreements.** Bidders that have been awarded similar contracts through a competitive bidding process with another state and/or cooperative are welcome to submit the pricing in response to this solicitation.
- 3.1.3. No estimates or contingencies are allowed. All bid prices submitted in response to this RFP must be the bidder's "best and final" offer. Bidders should include separate bids for TRS and CTS, but may also include a combined bid for both.
- 3.1.4. **Contractor Performance Bond.** The contractor (s) will be required to furnish a performance bond equal to the total projected annual price of the first year of each contract.
- 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 the bidder to respond to a request for additional information or clarification could result in the 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. **Binding offer: A proposal submitted in response to this RFP shall constitute a binding offer, until approval by the DPS of a finalized contract. Acknowledgment of this condition shall be indicated by the signature in the Transmittal Letter of the bidder or an officer of the bidder legally authorized to execute contractual obligations.**
- 3.2.3. **Presentation.** An in-person or webinar presentation/demonstration by the Bidder may be required by the State if it will help the State's evaluation process. The State will factor information presented during presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.
- 3.2.4. **Bidding Costs:** The DPS is not liable for any costs incurred by bidders prior to the issuance of a legally executed contract. Further, no proprietary interest of any nature shall occur until a contract is awarded and signed by all concerned parties.
- 3.2.5. **Modification or Withdrawal of Proposals:** Proposals may be modified or withdrawn by the bidder only up to the established due time and date, at which time they will be considered final.
- 3.3. **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.
- 3.3.1. **Self Reporting:** For bid amounts exceeding \$250,000.00, the 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.
- 3.3.2. **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.**

3.4. 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.

3.5. 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.

3.5.1. 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.

Scoring Considerations

Price	25%
Experience	25%
FCC and State Compliance	25%
Reporting / Billing Package	20%
Creative Solutions	5%
Total:	100%

3.6. 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.

3.7. 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.

3.8. 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.

3.8.1. 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 <http://www.sec.state.vt.us/tutor/dobiz/forms/fcregist.htm> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/>.

3.8.2. Certificate of Public Good. During the contract term, the bidder must hold a telecommunications Certificate of Public Good, issued by the Vermont Public Utility Commission.

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

3.8.4. **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.

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

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

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

4.2. **COVER LETTER:**

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

4.2.2. All responses to this RFP will become part of the contract file and will become a matter of public record under the State's Public Records Act, 1 V.S.A. § 315 et seq. (the "Public Records Act"). If your response must include material that you consider to be proprietary and confidential under the Public Records Act, your cover letter must clearly identify each page or section of your response that you consider proprietary and confidential. Your cover letter must also include a written explanation **for each marked section** explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the bidder if the identified material were to be released. Additionally, you must include a redacted copy of your response for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages or to redact the titles/captions of tables and figures. Under no circumstances may your entire response be marked confidential, and the State reserves the right to disqualify responses so marked.

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

4.3. **TECHNICAL RESPONSE.** In response to this RFP, a Bidder shall:

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

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

4.3.2.1. Identify all current or past State projects.

4.3.3. 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), as per RFP section 4.3.2 above.

4.4. **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.

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

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

4.7. **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. This information will be posted as promptly as possible following the due date online at: <https://www.vermontbusinessregistry.com>. Bidders are hereby notified to review the information posted after the bid opening deadline to confirm receipt of bid by the State. Any bidder that submitted a bid, and is not listed on the bid tabulation sheet, shall promptly notify the State Contact listed on the front page of this RFP. Should a bidder fail to notify the State Contact listed on the front page of this RFP within two weeks of posting the bid tabulation sheet, the State shall not be required to consider the bid.

5.2. **STATE SECURITY PROCEDURES:** Please be advised extra time will be needed when visiting and/or delivering information to State of Vermont offices. All individuals visiting State offices must present a valid government-issued photo ID when entering the facility.

5.2.1. State office buildings may be locked or otherwise closed to the public. **Any delay caused by State Security Procedures will be at the bidder's own risk.**

5.3. **BID DELIVERY INSTRUCTIONS:**

5.3.1. **ELECTRONIC:** Electronic bids will be accepted.

5.3.1.1. **E-MAIL BIDS.** Emailed bids will be accepted. Bids will be accepted via email submission to PSD.Telecom@vermont.gov. The subject line must contain "VT TRS-CapTel RFP Response". If bids must consist of more than one email please note "1 of x". Each bid should be a single, digitally searchable PDF attachment containing all components of the bid. 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.

5.3.1.2. **FAX BIDS:** Faxed bids will not be accepted.

5.4. **U.S. MAIL OR EXPRESS DELIVERY OR HAND DELIVERY:**

5.4.1. Electronic bid submissions are preferred. If a bidder would prefer to mail or hand-deliver a bid, please call/email the point of contact listed on the first page of this RFP for instructions.

6. **BID SUBMISSION CHECKLIST:**

- ✓ **TRANSMITTAL LETTER** - The transmittal letter should state that the response to the RFP represents a binding offer for the specific service bidder is bidding on, and that the bidder intends to comply with all requirements of the RFP. Such positive statements notwithstanding, if in the body of the proposal the bidder indicates either lack of response or technical non-compliance with the RFP, the bid may be rejected. The transmittal letter should be signed by the bidder or an officer of the bidder legally authorized to execute contractual obligations.
- ✓ **CHECKLIST AND CERTIFICATIONS** - The transmittal letter should be followed in the proposal by the checklist and certifications form (Attachment A). Each item in the checklist must be initialed by the person who signed the transmittal letter, indicating that the item has been included in the proposal and accurately represents company information or commitments. Each certification must also be initialed. A bid contact person should be designated on this form.

- ✓ NON-COLLUSION - Certification of four specific forms of non-collusion is required:
 1. In certification 1, the bidder warrants that no person or selling agency has been employed or retained to solicit or secure the proposed contract based upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.
 2. In certification 2, the bidder warrants that except for proposed subcontracts or a joint proposal, the prices proposed have been arrived at independently without consultation, communication, or agreement with any other bidder or competitor for this procurement.
 3. In certification 3, the bidder warrants that unless otherwise required by law, the prices submitted have not knowingly been disclosed by the bidder directly or indirectly to any other bidder or to any competitor, nor will they be disclosed prior to the award of the contract.
 4. In certification 4, the bidder warrants that no attempt has been or will be made by the bidder to induce any other person or firm to submit or withhold a proposal for the purpose of restricting competition.
- ✓ INDEX - The index shall identify the page number on which each element of the proposal is contained. Items in the checklist must be indexed as a block in the same order as they appeared in the checklist. Any other items to be indexed should appear in the index either before or after the checklist block.
- ✓ ELEMENTS OF PROPOSAL - Contents should follow the same order as presented in this RFP.
 1. General Information
 2. Operational Requirements
 3. Price proposal, with Price Quotation forms found in Attachment D
 - A. Bid prices are fixed for the term of the contract. Estimates will not be accepted. Payments will be based upon contracted services actually performed in accordance with the prices bid in the price proposal.
- ✓ ATTACHMENTS - The documents that must be included with the proposal as attachments are identified in the checklist.
- ✓ PROTECTIVE AGREEMENT (optional) Bidders should fill out the Standard Protective Agreement in Attachment B if any information provided in the bid is to be considered proprietary or confidential.

7. ATTACHMENTS:

- 7.1. Certificate of Compliance
- 7.2. Price Schedule
- 7.3. Worker Classification Compliance Requirement; Subcontractor Reporting Form
- 7.4. Standard State Contract with its associated attachments, including but not limited to, Attachment C: Standard State Provisions for Contracts and Grants (December 15, 2017).

CERTIFICATE OF COMPLIANCE

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

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

___ Yes ___ No

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

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

Summary of Detailed Information	Date of Notification	Outcome

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

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

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

1. Bidder owns, leases or utilizes, for business purposes, space that has received:

- Energy Star® Certification
- LEED®, Green Globes®, or Living Buildings ChallengeSM Certification
- Other internationally recognized building certification:

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

3. Please Check all that apply:

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

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

F. Acknowledge receipt of the following Addenda:

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Bidder Name: _____ Contact Name: _____

Address: _____ Fax Number: _____

_____ Telephone: _____

_____ E-Mail: _____

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

END OF CERTIFICATE OF COMPLIANCE

SUBCONTRACTOR REPORTING FORM

This form must be completed in its entirety and submitted prior to contract execution and updated as necessary and provided to the State as additional subcontractors are hired.

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total project costs exceeding \$250,000.00 requires bidders to comply with the following provisions and requirements.

Contractor is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

Subcontractor	Insured By	Subcontractor's Sub	Insured By

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Worker Classification Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

Send Completed Form to: Office of Purchasing & Contracting
133 State Street, 5th Floor
Montpelier, VT 05633-8000

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, [redacted] (hereinafter called "State"), and [redacted], with a principal place of business in [redacted], (hereinafter called "Contractor"). Contractor's form of business organization is [redacted]. 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 [redacted]. 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 \$ [redacted].00.

4. **Contract Term.** The period of Contractor's performance shall begin on [redacted], 20 [redacted] and end on [redacted], 20 [redacted].

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 [redacted] pages including the following attachments which are incorporated herein:
Attachment A - Statement of Work
Attachment B - Payment Provisions
Attachment C – "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017)

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 (Standard State Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B

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

The Contractor shall: Review the detailed Scope of Work below and bid accordingly.

ELEMENTS OF PROPOSAL

A. GENERAL INFORMATION

The elements of your proposal should be presented in the same order as shown in these sections.

1. BIDDING COMPANY

If a bidder is owned or controlled by a parent company, the name, main office address, and parent company's tax identification number shall be provided in the proposal. If a bidding company is independently owned, the name, main office address, and tax identification number of the bidding company shall be provided in the proposal(s).

2. DISABILITY REPRESENTATION

Bidder shall indicate experience with staff and customers who are disabled and how such experience will affect the proposed service. A review of the company performance of services to people with disabilities is requested. Explain the bidder's commitment to recruiting and hiring people with disabilities, and the extent to which people with disabilities are represented in the organization's management and board of directors.

3. SUBCONTRACTORS

Planned use of subcontractors shall be clearly explained in the proposal(s), including terms of any subcontract. Bidders must include a copy of any proposed subcontract(s) with the proposal(s), if available. All subcontracts must comply with the bidder certification requirements in Section III. The prime contractor(s) shall be responsible for all contract performance, whether or not subcontractors are used. The only contact with the DPS will be with the prime contractor(s).

4. CONTRACT MANAGEMENT

Bidders shall state how the contract(s) will be managed to assure compliance and the satisfaction of the DPS. Responsible individuals should be identified by name, title, and description of function.

5. NON-COLLUSION

Bidders shall affirm that each proposed bid price has been arrived at independently without collusion, consultation, or communication with any other bidder or with any competitor; the said bid price was not disclosed by the bidder and was not knowingly discussed prior to submission, directly or indirectly, with any other bidder or with any competitor; and no attempt was made by the bidder to induce any other person, partnership or corporation to submit or withhold a proposal for restricting competition.

6. FINANCIAL HISTORY

To allow the DPS to evaluate the financial responsibility of bidding companies, the following items shall be submitted with each proposal for the bidding company and its parent company:

- a. Audited Financial Statements or 10K Report for the most recent two (2) years, including at a minimum:

- i. Statement of income and related earnings
 - ii. Cash flow statement
 - iii. Balance sheet
- b. Opinion concerning financial statements from a CPA
- c. Primary banking source letter of reference.

This financial information also is required of any subcontractor that is expected to receive more than ten (10) percent of the value of each contract. Please submit any available CapTel information. The DPS will accept e-copies of financial records.

7. EXPERIENCE AND CUSTOMER REFERENCES

Bidders shall submit a listing of all current and past contracts to provide TRS and/or captioned telephone service. For each of these contracts the following information should be presented:

- a. Term of the contract
- b. Location of the relay center(s) providing service

Bidders should be able to provide proof of the ability to meet/exceed Vermont call volume. This information will be confidential.

8. LOCATION OF CALL CENTER(S)

TRS and captioned telephone service bidders must state the location of the call center or centers that will provide service under each contract. For each center to provide service under a contract, bidder must list other states served and interstate services provided. The following information should be provided for each call center:

- a. A brief history of the call center.
- b. An organizational chart showing numbers and levels of employees, including numbers of Communications Assistants (CAs) employed.
- c. A brief synopsis of experience and qualifications for each manager, by title.
- d. The number of calls handled monthly by the center.
- e. Current capacity utilization.
- f. Expansion capability and plans.
- g. Performance statistics by month for the past year, including daily average speed of answer (ASA), and daily percent of calls answered in ten seconds, blocked calls, and abandoned calls.
- h. Complaint and commendation statistics for the past year.

Bidders are permitted to provide only information on subsections (a) and (c) pertaining to captioned telephone call centers, if necessary. The Department assures that bidders can provide information to us confidentially.

9. COMPLIANCE WITH FCC REGULATIONS

The bidder must clearly state its commitment to be in compliance with current FCC regulations. Proposal shall describe how it will assure that any changes to FCC regulations will be implemented expeditiously. The DPS will allow for negotiation of costs associated with any FCC change, should the need arise.

10. PAYMENT

After the close of each month, each contractor will submit an invoice to the DPS for the previous month's work under the specific contract. The DPS will act expeditiously in forwarding the invoice for

payment to the State Finance Division.

B. OPERATIONAL REQUIREMENTS

This section of the RFP lists and describes the specific operational functions that fall within the scope of TRS and captioned telephone service (as used herein “relay service” means both TRS and captioned telephone service). The operational functions listed here are the elements that will be evaluated as the bidder's Technical Proposal.

1. STATE COMPLIANCE

a. Standard Contract Provisions

The State of Vermont expects the vendor to agree to the Standard State Provision for Contracts and Grants outlined in Attachment C. If the vendor wishes to propose an exception to any Standard State Provision for Contracts and Grants, it must notify the State of Vermont in the cover letter. Failure to note exceptions will be deemed to be acceptance of the Standard State Provision for Contracts and Grants. If exceptions are not noted in the RFP response but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State of Vermont.

b. State Reservation of Rights

To secure a project that is deemed to be in the best interest of the State, the State of Vermont reserves the right to:

- (i) Obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of the vendor to respond to a request for additional information or clarification could result in the rejection of that vendor's proposal.
- (ii) Extend any of the dates in the RFP Schedule Summary.
- (iii) Select the most qualified firm based solely on the written proposal, without interviewing the vendor or other clients, or without product demonstrations.
- (iv) Accept or reject any and all bids, in whole or in part, with or without cause, and waive technicalities in submissions.
- (v) Make purchases outside of the awarded contracts where it is deemed in the best interest of the State.
- (vi) Purchase hardware or software recommended in the vendor's proposal from any state contract in force.

2. SCOPE OF SERVICE

TRS shall be designed to enable two-way communication between an individual who uses a text telephone (TTY) or other non-voice terminal device and an individual who does not use such a device. Captioned telephone service is designed to enable two-way telecommunication between an individual who uses a captioned telephone that allows both hearing and reading the other party's conversation and another individual. TRS also shall be designed to provide a means whereby a speech-disabled person may communicate with voice telephone users through the use of specially trained CAs who understand the speech patterns of persons with speech disabilities and can repeat the words spoken by the person.

The DPS is interested in providing the most cost-effective, efficient, and highest quality relay service possible. Each proposal shall include a comprehensive description of the methods used to satisfy the RFP requirements. All responses shall address in detail the following criteria.

1. Bidders for captioned telephone service shall disclose whether they will subsidize the cost of captioned telephones purchased by consumers privately or obtained through the Vermont Equipment Distribution Program (VTEDP). If so, bidders shall disclose the amount of subsidy for each phone so purchased or obtained through VTEDP.
2. Equipment (TRS and captioned telephone)
Furnish all necessary telecommunications equipment and software. The transmission circuits shall meet or exceed FCC interexchange performance standards for circuit loss and noise. TRS telecommunications equipment, including station terminals, shall be capable of receiving and transmitting both Baudot and ASCII codes at any speed generally in use and shall be capable of automatically identifying incoming TTY signals as either Baudot or ASCII. All TRS equipment shall be compatible with industry-wide standards for TTYs.
3. System Design (both TRS and captioned telephone)
Bidder shall explain the type of equipment and staffing level requirements necessary to meet the service standards and handle the types of calls and projected call volumes. The bidder shall demonstrate its capability to adapt to improvements in communications equipment technology and to implement state-of-the-art technology for the provision of TRS and/or captioned telephone service.
4. TRS Toll-Free Numbers and 711 Access
Bidders for TRS shall indicate how retention of current VTRS toll-free numbers will be procured for the contract period beginning **July 1, 2022**, and how the bidder will ensure continuous access via 711 translations by local exchange companies to the bidder's service.
5. Captioned Telephone Toll-Free Numbers
Bidders for captioned telephone shall indicate how retention of the current toll-free number for callers to reach CapTel users will be procured for the contract period beginning **July 1, 2022**, and how the bidder will ensure continuous access via 711 translations by local exchange companies to the bidder's service.
6. Network Access (both TRS and captioned telephone)
The relay service will make available to consumers intrastate, interstate, and international calling, with only the cost of intrastate calls to be paid under the contract. Vermont is a one-LATA state.
7. Service Reliability (both TRS and captioned telephone unless otherwise specified)
The bidder shall indicate that the service is designed to meet the following reliability specifications:
 - a. Uninterruptible Power
The system shall provide uninterrupted power for a minimum of eight hours. The uninterruptible power system (UPS) must support the switch system and its peripherals, switch room environmental (air-conditioning, fire suppression system, emergency lights, and system alarms), CA consoles/terminals, CA work site emergency lights, and Call Detail Record (CDR) recording.
 - b. Switching System
Bidders must outline plans to ensure that the system will not drop calls due to processor failure. Bidders must explain the built-in redundancies needed to maintain required levels of service in the event of preventative maintenance, power outage, or other causes that would shut down the processor.

- c. Intercept Messages (TRS service only)
Intercept messages as appropriate shall be provided if a system failure occurs within the relay switch or on outbound circuits. Both voice and TTY messages shall be provided.
 - d. Disaster Recovery Plan
The bidder shall create and provide a complete plan for dealing with all types of natural and man-made problems. A primary requirement is to notify the DPS immediately if a major problem occurs, and the expected duration of the problem if possible. In addition, the plan should detail the steps that will be taken to deal with problems and restore service.
8. Service Expansion (both TRS and captioned telephone)
Bidder will show the capability of expanding services in response to increasing demand, up to the maximum call levels identified in the Price Quotation in Section IV C. Bidder shall develop and illustrate a detailed plan of how this expansion will be accomplished.
9. New Technology (both TRS and captioned telephone)
The user communities, the relay center, and the DPS should be allowed to benefit from advancing technology. Bidder will describe the methodology and process it will use to keep abreast of technological changes in the provision of service and to install new technologies as they become available. Bidder will agree to inform the VTRS administrator and the VTRS Advisory Council of the introduction of new technologies.
10. Providing Qualified Staff (both TRS and captioned telephone)
Each proposal shall include a plan to ensure the active recruitment and hiring of people with disabilities including individuals who are deaf, hard-of-hearing, speech-disabled, and deaf-blind. Emphasis shall also be given to recruiting and hiring individuals with American Sign Language (ASL), with TRS and/or captioned telephone service experience, and experience working within the deaf, hard-of-hearing, and/or speech-disabled communities. Each proposal must include:
- a. Statistics of employees with disabilities for the company as a whole and the TRS and/or captioned telephone portion of the company separately.
 - b. A hiring practices plan documenting outreach to deaf and disabled persons. DPS is especially interested in evidence of commitment to hiring disabled individuals in general, and deaf individuals in particular, for management positions.
11. Disability Awareness (both TRS and captioned telephone)
All relay center staff, including management, shall receive training in ASL "gloss" and grammar, deaf culture, speech disability issues, and ethics and confidentiality. Each proposal must include an outline of a staff training plan for disability awareness, indicating training topics and time frames, as well as individuals or organizations representing the deaf community used to assist with the training.
12. Voice and Hearing Carryover (TRS only)
Bidder shall indicate a commitment to provide both voice and hearing carryover capability. Voice carryover allows a hearing-impaired person with understandable speech to speak directly to a hearing person and receive the message typed back on the TTY. Hearing carryover allows a speech-impaired person with hearing capability to directly hear what the other party is saying and type back his or her message that is spoken by the CA.
13. Captioned telephone (captioned telephone only)
Bidder shall indicate a commitment to provide captioned telephone service. Caption telephone permits, on one standard telephone line, the user to both listen to what is said over the telephone line and simultaneously read captions, generated through voice recognition software, of what the other

person is saying with no typing involved.

14. Speech-to-Speech (TRS only)

Bidder shall indicate a commitment to provide speech-to-speech relay service. This is a form of relay that enables an individual with a speech disability to use his or her own voice or a speech synthesizer in order to engage in a TRS call. The service utilizes a CA with specialized training and the ability in recognizing and relaying the speech of persons with speech disabilities to voice for the caller.

15. In-State Toll-Free Numbers (TRS only)

If the center or centers serving TRS is/are located outside of Vermont, the bidder will describe the technology and/or procedures that will be used to call in-state and regionally restricted toll-free numbers and to call the business offices of local telephone companies that have special prefixes identifying the call as toll-free. (Captioned telephone users can dial toll-free numbers directly without going through a relay center.)

16. Intrastate Toll Calls (TRS only)

Intrastate toll calls (those requiring a 1 to dial; does not include local measured service or pay-per-call services as described in § IV.B.30) placed through the relay service shall be billed to the caller at one-half the rate that would apply if the calls had been placed without the use of the relay service. That is, rates for intrastate TRS service shall be discounted 50 percent for all users of the TRS system. Bidder must provide a complete description of billing procedures for the intrastate toll discount including a statement of what entity will carry the call, what entity will bill the call, and what entity will receive the toll revenue for the virtual call. Bidder must provide a copy of the intrastate toll rates that will be billed to TRS users. (Two-line captioned telephone users can dial toll-free numbers directly without going through a relay center.) Or, if the bidder is electing to offer free long-distance to relay users, as allowed by the August 24, 2016, FCC waiver of the Equal Access and Billing Options Requirements, the bidder shall describe its procedures for satisfying this requirement.

17. Interstate and International Calls (both TRS and captioned telephone)

Bidder shall indicate a commitment to provide access to FCC certified, federally funded, interstate, and international relay service.

18. Charges for Services (both TRS and captioned telephone)

Bidder shall indicate a commitment to a policy that calls using the relay service shall be at no cost to the person making the call, except for applicable intrastate or interstate tolls.

19. Answering Machine and Voice Mail Procedure (TRS only)

Bidder shall indicate a commitment to provide the following minimum procedures for processing TRS calls that reach an answering machine or voice mail:

- a. The CA will inform the caller when an answering machine or voice mail has been reached.
- b. When the TRS caller is a text user, and if the answering machine message is long, the CA will record the message and convey it to the TRS user in its entirety.
- c. The CA will relay the complete outgoing message verbatim including the option for the TRS

caller to leave a message if stated on the outgoing message.

- d. The CA will leave the TRS caller's message (voice or text).
- e. The CA will confirm to the caller that the message has been left.
- f. The TRS caller will be charged for only one call (the first call) regardless of the number of calls that may be required to retrieve and convey the answering machine message and/or to leave a message.

If the TRS caller reaches an answering machine or voice mail, if necessary, the CA will record the voice announcement, and then relay the message back to the caller without having to call back each time to get the entire message. Once the TRS call is completed, the recorded message must be deleted. This may not work with voice menus.

20. Voice Menu Procedure (TRS only)

Bidder shall indicate a commitment to assure CA's shall, to the extent possible, convey the message to the text TRS user as quickly as possible in order to process the TRS call as quickly as possible. The TRS caller will be charged for only one call (the first call) regardless of the number of calls that may be required to retrieve and convey the voice menu message.

21. One-Line Answering Machine or Voice Mail Retrieval (TRS only)

TRS users must be able to call VTRS to retrieve voice messages from answering machines or voice mail without connecting to the third party. The relay agent will record messages from answering machines or voice mail and then relay the message back to the caller. Once the TRS call is completed, the recorded message must be deleted.

22. Access to Local Exchange Company Enhanced Services (both TRS and captioned telephone)

Bidders will explain how a TRS and/or captioned telephone user will be able to use local exchange convenience services in conjunction with a relayed call. At least the following services should be addressed: call forwarding, three-way calling, and last number redial. If not currently available, bidders should describe steps that will be taken to enable the service to be provided to users and the anticipated time frame for accomplishing these steps. Or, if the bidder is electing to offer free long-distance to relay users, as allowed by the August 24, 2016, FCC waiver of the Equal Access and Billing Options Requirements, the bidder shall describe its procedures for satisfying this requirement.

23. Caller ID and VTRS Identification on Caller ID (both TRS and captioned telephone)

The provider shall explain the state of its ability to offer Caller ID. If the provider is unable to offer true caller ID, or in those instances in which true caller ID is unavailable on certain calls, the provider shall assure that its toll-free trunks/phone lines are registered with the local phone companies as VT Telecommunications Relay Service in order for Caller ID subscribers to view this label on their Caller ID boxes. The company's corporate name must not appear on Caller ID boxes when a subscriber receives a VTRS call.

24. Use of ANI (both TRS and captioned telephone)

The bidder will explain how Automatic Number Identification (ANI) technology will be utilized so that no caller is required to give his/her originating number, except in instances where ANI information is not available from the local exchange carrier (LEC).

25. Mobile Radio, Paging, Cellular, and Personal Communications Services Calls (TRS only)

The bidder will explain its capability for handling calls originating and terminating via mobile radio, paging, cellular, and PCS, including the capability for appropriate billing for each type of call.

26. Access to 9xx and 8xx Pay-Per-Call Services (TRS only)

Bidder shall indicate a commitment to allow access to 9xx and 8xx number services that charge for usage. The TRS bidder must allow for billing of the end-user for such pay per call. Also, the TRS bidder must identify how it will determine if the end user's phone number is blocked from making such calls. The 50 percent discount rate for intrastate TRS calls does not apply to pay per call. (Captioned telephone users can directly dial these types of calls.)

27. Customer Preference Database (TRS only)

To assist in making TRS calls more efficient, the bidder shall indicate a commitment to provide a database of users' call preferences such as type of call, billing information, speed dialing, slow typing, carrier of choice, etc. This information will appear on the CA screen when a TRS user calls the relay center from the registered ANI. The TRS user must be able to provide information to create or modify his or her record online, by mail, or by phone via customer service personnel. This process should be efficient and easy for TRS users to access and understand.

28. IP relay services (TRS only)

If the TRS bidder also provides Internet Protocol (IP) relay service, it shall describe the process it follows for assigning ten-digit numbers, including toll-free numbers, to IP relay users, as well as how it processes IP relay calls from unregistered users. Additionally, the TRS provider shall describe the process for handling 911 calls placed through IP relay.

29. Type of Transmission (both TRS and captioned telephone)

The TRS bidder shall indicate the ability to process TRS calls made by digital and analog transmissions, including enhanced speed as developed by TTY manufacturers. Enhanced speed codes to be used in VTRS need to be well established nationally before they can be used in VTRS. Please indicate what type of enhanced speed will be used, if any, in the proposed relay platform.

30. Automatic Error Correction (both TRS and captioned telephone)

Bidders' systems shall be equipped with an automatic error correction function to automatically correct CA's common typographical and/or spoken errors. Bidders shall briefly describe the error correction systems that will be deployed and give the size of the dictionary used by the system.

31. Bilingual Services (TRS only)

The TRS bidder shall describe how it can provide full relay (not translation) services to users who have French or Spanish as their primary language, not English or ASL. The bidder should indicate the additional cost of the service described over the contract bid price if any (do not include this service in the billable minute price in the Price Quotation A sheet in Section III C.)

32. ASL to English Translation (TRS only)

Bidder shall indicate a commitment to provide that CAs will translate the typed language of TRS users whose primary language may be ASL or whose written English language skills are limited to conversational grammatically correct English. This is to assist in a clearer understanding between the two parties. If text users instruct the CA to type verbatim, CAs will follow such instructions.

33. Community Outreach

Community outreach to users, potential users, and the general public are an integral part of VTRS. Bidders for TRS and captioned telephone service shall provide a proposed outreach plan for the first contract year that meets the expectations outlined in “a”, below. Bidders shall also indicate a commitment to provide the following (bidders providing one bid for both TRS and captioned telephone service will describe both services):

- a. Provide a proposed outreach plan to contract administrator at the beginning of each contract year, with an update six months into the year. The plan shall include specific goals for each type of outreach, innovative approaches, timelines, and projected costs of each activity. Subcontractor activity, if any, shall be included in the plan. Outreach efforts should include a diversity of efforts to maximize participation in the relay service.
- b. Provide a status report with each invoice describing action steps accomplished from the outreach plan and expenditures for each.
- c. Annually, provide a report on the status of outreach goals from the previous year.
- d. Provide a visible presence in deaf community organizations and gatherings to hear feedback about TRS and/or captioned telephone service and to provide information about program enhancements and changes.
- e. Develop and widely distribute an appropriate range of printed material describing TRS and/or captioned telephone service to different users and potential users of the system(s). The TTY toll-free Hotline number must be displayed prominently on any print material developed specifically for Vermont by the successful TRS and/or captioned telephone service bidder.
- f. Maximize news and feature media coverage of TRS and/or captioned telephone service.
- g. TRS bidders: Publish at least two newsletters per year, both in hardcopy and electronic format, which may include information/articles on captioned telephone services.
- h. Utilize presentations and other interpersonal contacts with all target groups to provide information and answer questions about TRS and/or captioned telephone service.
- i. Produce and distribute promotional items to users and potential users in Vermont. Bidders should propose the amount and type of items to be produced. The actual design of the items shall be undertaken in consultation with the VTRS advisory council, with final approval by the contract administrator. Promotional items shall be specific to Vermont and shall not be branded with the provider’s corporate identity or logo.
- j. TRS bidders: Maintain a website providing comprehensive information for users and potential users about both TRS and captioned telephone services.
- k. TRS bidders: Work with local exchange companies to ensure that all telephone directories carry appropriate information about TRS including information about 711.

All materials shall be developed in consultation with the VTRS advisory council, with final approval by the contract administrator, except that nationally produced materials that are generic to the service may be made available for distribution in Vermont as appropriate and shall not require approval or consultation.

Bidders shall explain how they will provide staff for outreach activities, including whether an

account representative and/or outreach person will be located in Vermont. If a representative will be located in Vermont, explain what percentage of that person's time will be devoted to TRS and/or captioned telephone outreach. If the bidder proposes using subcontractors to provide outreach activities, the bidder shall describe which subcontractor(s) they propose to use, and what percentage of and specific outreach activities they propose to subcontract. Note: the final bid price shall include all outreach subcontractor expenses, which shall not be itemized out as a line item.

34. Consumer Input

Bidders shall describe their plans to include TRS and captioned telephone users in the ongoing evaluation of the service(s). The plan should explain methods for gathering consumer input on a regular basis and a description of how the recommendations from these evaluations will be incorporated into the policies and procedures of the relay center. The evaluations shall be made by an independent party. This does not preclude the provider from conducting additional internal evaluations that involve relay staff. The results of any consumer evaluations or surveys shall be reported to the DPS in a timely manner.

35. VTRS Advisory Council

The TRS bidder shall explain how it will work with and interact with the VTRS Advisory Council, composed of the following members: one representative of the DPS, who shall act as chair and who shall be designated by the Commissioner of DPS; one representative of the Department of Disabilities, Aging and Independent Living (DAIL), who shall act as vice-chair; two representatives of the deaf community; one member of the hard-of-hearing or speech-impaired community; one representative of a company providing local exchange service within the state; and one representative of an organization currently providing TRS.

36. The VTRS Advisory Council has been established by statute to advise the Department of Public Service and the contractor for TRS on all matters concerning the implementation and administration of the state's telecommunications relay service. The Council meets quarterly. The bidder should describe how it will actively solicit and incorporate input from the Council. By statute, "The members of the Council who are not officers or employees of the state shall receive per diem compensation and expense reimbursement in amounts authorized by §1010(b) of Title 32. The costs of such compensation and reimbursement and any other necessary administrative costs shall be included within the contract..." The bidder should include all costs of the Advisory Council, including refreshments, interpreters, and travel and per diem costs, as part of its base price quotations, using a \$50.00 per diem rate. Four members of the Council receive per diem reimbursement.

37. Internet Protocol Relay (IP Relay), and Other Relay Modalities

Bidders shall indicate their capacity to provide IP Relay and other forms or methods of relay service such as web-based captioned telephone service. Bids shall not be rejected due to the bidder's inability to provide IP Relay or any other relay method or modality. The DPS seeks this information as part of an overall assessment of bidder services, recognizing that, at present, these other services are reimbursed fully from the interstate TRS fund.

38. RCC Services as needed.

C. SYSTEM STANDARDS

The underlying standard of the relay system, including captioned telephone service, shall be to provide users access to the telephone network that is functionally equivalent to that provided to those who are not impaired in

their ability to use the telephone. To achieve that standard, the bidder shall indicate the ability to provide a relay system with the following characteristics.

1. Hours of Service

VTRS shall provide a consistent level of service 24 hours per day, seven days per week, 365 days per year.

2. Usage

No restrictions shall be placed on the length or number of calls placed by customers through the relay center.

3. Blockage Rate

No more than one percent of calls at the busiest hour will be unable to be delivered to the relay center network due to inadequate facilities. No more than one percent of calls may be blocked daily.

4. Answer Time and Promptness of Service

At least 85 percent of the calls will be answered by a Communications Assistant (CA) within ten seconds, measured daily. For TRS, no more than 30 seconds shall elapse between the receipt of dialing information and the dialing of the requested number.

5. Operator and Directory Assistance

TTY and captioned telephone users requiring operator assistance will be given the toll-free number for operator services for the deaf upon request. Users will be able to access local and long-distance directory assistance through TRS and captioned telephone service. Local directory assistance calls must be billed to end-users at the same rates (or less) that are billed by the local company serving the end-user. Long-distance directory assistance calls must be billed at the TRS provider's tariffed rate (if required to be filed which the Vermont Public Utilities Commission or, alternatively, the rate in use by the TRS provider at the time of the directory assistance call) or at the tariffed rate of the carrier used for the long-distance directory assistance call. The Vermont Universal Service Fund shall not be billed for directory assistance calls other than for associated conversation minutes. Or, if the bidder is electing to offer free long-distance to relay users, as allowed by the August 24, 2016, FCC waiver of the Equal Access and Billing Options Requirements, the bidder shall describe its procedures for satisfying this requirement.

6. Complaint Resolution

The bidder shall fully describe procedures for handling complaints, inquiries, and comments regarding TRS and/or captioned telephone services and personnel. Relay center staff shall voluntarily offer the DPS Consumer Affairs & Public Information (CAPI) TTY Hotline/consumer complaints number when consumers indicate, directly or indirectly, that they are not satisfied with the relay center staff's response to their complaints. The procedure and the Hotline number shall be described in appropriate printed outreach material for both TRS and captioned telephone service. The bidder shall describe how it will ensure that any caller to the relay center having a complaint will be able to reach a supervisor or administrator while still on the line. Bidder will certify that all complaints received from any source shall be documented (including their resolution), kept on file, and forwarded to the DPS monthly.

7. DPS Complaint Resolution Support

The bidder shall commit to providing the DPS CAPI Division with TTY equipment to enable DPS staff to communicate directly with TTY-using consumers who have complaints and inquiries. The successful TRS bidder shall also commit to paying transportation and expenses for one training trip annually for one DPS staff or designated representative to become familiar with its relay operation and be prepared to handle consumer complaints and other VTRS matters.

8. Conflict of Interest

To avoid the potential conflict of interest, TRS and captioned telephone service bidders shall demonstrate in their bids that they will operate the service as an independent relay service. Bidders shall not use any information obtained from calls for any other services they may provide to users of the relay system and shall not make any such information available for sale.

9. Use of the Term "TTY"

The bidder shall commit to using the terms "TTY" (rather than the term "TDD") and "CapTel" when referring to a text telephone or captioned telephone, respectively. The term "text telephone" or "captioned telephone" may also be used in descriptive material.

10. No Corporate Branding of the Service

The bidder shall commit that the Vermont Telecommunications Relay Service shall not be branded with the corporate name(s) of the provider(s) unless specific written permission is given by the DPS contract manager.

D. TRS AND CAPTIONED TELEPHONE CA STANDARDS

1. Minimum CA Qualifications

Bidders shall certify that CAs meet all necessary proficiency requirements. The bidder shall require all prospective TRS CAs to take and pass a quantifiable, performance-based Relay CA Proficiency Examination. Captioned telephone CAs must take and pass a performance-based, quantifiable oral-to-text test. Any CA who cannot pass this examination within a three-month training period shall not be utilized as a relay CA. Bidder must submit a copy of the CA Proficiency Examination and/or oral-to-text test that will be used. If an exam does not currently exist, the bidder must provide a detailed outline for an exam to be developed and a time frame for full development and implementation.

2. TRS CAs shall be able to quickly and accurately type conversations. Both TRS and captioned telephone CAs will meet at least the following requirements, as appropriate:

- a. Basic skills in English grammar.
- b. A minimum typing speed of 60 words per minute.
- c. Minimum spelling skills, meaning the ability to quickly and easily spell words comparable to a beginning college-level conversation. Diction, clarity, and formality of speech at a level appropriate to communication between business professionals. Ability to understand deaf people using limited English, ability to translate typewritten ASL into English, and ability to translate limited written English to correct English. TRS bidders shall demonstrate how they plan to train CAs in this regard. Furthermore, bidders shall indicate at what level they consider CAs to be fully trained in this capacity.

3. CA Training

Each bidder shall demonstrate how ongoing CA training will be provided by including with its proposal an outline of a proposed CA training plan, including descriptions of required classes. The provisions for CA training shall include, but not be limited to, ASL gloss and grammar, deaf culture and etiquette, needs of speech-disabled users, operation of relay and/or captioned telephone telecommunications equipment, procedures, ethics and confidentiality, professional judgment, and Vermont-specific information such as the pronunciation of town names and other conventions. Training shall include both simulated and live, online call handling.

4. Bidders on captioned telephone service shall demonstrate how captioned telephone CA's are trained on an ongoing basis to determine compliance with FCC accuracy guidelines.

5. Appropriate portions of in-service training for CAs shall be provided by experts from the deaf and speech-disabled communities in the field of language interpreting, ASL, and Deaf culture and speech disability. Alternatively, the bidder must demonstrate that such expertise exists on staff.
6. Bidders should include in the training plan provisions for ongoing CA training to refresh skills and inform and update CAs on issues and topics pertinent to the deaf, hard- of-hearing, and speech-disabled communities.
7. TRS trainees should be identified to both parties at the outset of each conversation.
8. Procedures for Relaying Communication
The bidder shall commit that both TRS and captioned telephone CAs will convey the full content, context, and intent of the communication they translate. The keyword is “intent.” Unless requested otherwise by a user, the CA shall relay all calls according to the following procedures:
 - a. TRS CAs shall identify themselves to a TTY user by number and gender at the beginning of each TRS call, and by number to a voice caller. Requests by TRS users for a CA of a particular gender shall be honored.
 - b. For TRS calls, unless directed otherwise by the user, CAs shall translate into standard English the calls of users who have limited written English language skills so that hearing persons can understand the call and communication can occur. Captioned telephone calls are to be transcribed verbatim in compliance with FCC standards. TTY users may instruct the CA to voice in standard English or word-for-word that which the TTY user types.
 - c. For captioned telephone calls, CAs must revoice verbatim all conversations by the party responding to or calling the captioned telephone user, and not intentionally alter a relayed conversation.
 - d. TRS CAs shall, to the best of their abilities, let the TTY user know the non-TTY user's tone of voice; captioned telephone CAs shall, to the best of their abilities, revoice the tone of voice of the party responding to or calling the captioned telephone user. Whenever possible, characterizing of tone will first be conveyed with descriptive words such as yelling, crying, loud, quiet, or foreign accent. These words shall be in parentheses or brackets. If it is clear to the CA that the tone of voice is more emotional than the descriptive sound words can provide, then the TRS CA can type something such as (sounds angry) in addition to the descriptive sound words if it makes the conversation clearer. Such descriptions and other similar utterances shall be in parentheses or brackets, preceded by the word sounds. The TRS contractor shall provide a comprehensive list of possible descriptive sound words as well as a possible list of emotional terms that will be used (sounds *adjective*) for the VTRS administrator and Advisory Council to review. The TRS and/or captioned telephone service contractor should provide training in voice tone conveyances as part of the overall agent training.
 - e. The captioned telephone service provider will whenever possible make improvements to the voice recognition software so as to ensure the accuracy of transcribed conversations to the captioned telephone user.
 - f. TRS CAs shall keep the user informed on the status of the call, such as dialing, ringing, busy, disconnected, fax tone, recording, or on hold.
 - g. The TTY user shall have the option of telling the TRS CA what aspects of the call he/she will handle. For example, the TTY user may request to introduce relay services to the called party, rather than have the CA do it.
 - h. The TRS CA shall type to the TTY user or verbalize to the non-TTY user all that is said when the call is first answered and at all times during the conversation unless either party specifically

requests otherwise. Likewise, captioned telephone CAs shall verbalize all that the other party says.

- i. When a TRS CA needs to explain relay to a hearing user, the CA shall also type (explaining relay) for the benefit of the TTY user. Conversely, when the CA needs to explain relay to a TTY user, the CA will inform the hearing user that the CA is explaining relay. Upon request by the user, the TRS CA shall not announce a call as a relay call, permitting the caller to provide explanation, if any. The CA shall not indicate that the TTY user is deaf, hard-of-hearing, or speech-disabled unless the TTY user requests that information be relayed. This requirement is not applicable to captioned telephone CAs because those users voice their conversation to the other party directly.
- j. When speaking for a TTY user, the TRS CA shall adopt a conversational tone of voice appropriate to the type of call being made.
- k. TRS CAs shall indicate to the TTY user if another (hearing) person comes on the line.
- l. TRS and captioned telephone CAs will stay with a relay call for a minimum of ten minutes, with the exception that if a TRS CA is relaying a speech-to-speech call the CA will be required to stay with the call for a minimum of twenty minutes. The bidder must describe procedures used for relieving CAs during a call, if necessary. The description should include under what conditions relief during calls is permitted when during a call it is permitted, and what procedures will be followed to inform the parties.
- m. When a line is busy, the TRS CA shall redial as many times as requested. Not required for captioned telephone CAs because those users directly dial the call themselves.
- n. All comments directed to either party by the TRS CA shall be relayed. These comments shall be typed in parentheses or brackets.
- o. If either party uses the third person, the TRS CA shall relay in the third person. Captioned telephone CAs shall voice the other party's comments verbatim.
- p. To correct a typing error, TRS CAs shall not backspace, but continue in a forward direction by typing XX (common TTY convention for error) and then typing the word correctly. Captioned telephone errors shall be corrected as soon as possible during the conversation and shall be presented in parentheses or brackets.
- q. TRS CAs shall verify the spelling of proper nouns, numbers, and addresses that are spoken. This shall be relayed as discussed in n above.
- r. The CA will stay on the line until both parties have terminated the call. The TRS CA will ask the TTY user if additional calls are desired. If necessary to process a complaint or compliment, a TRS call will be transferred to a supervisor at the request of the user.
- s. CA's shall not counsel, advise, hold personal conversations with, or interject personal opinions or additional information into any TRS or captioned telephone service relay call. CAs shall not hold personal conversations with anyone calling VTRS even if prompted by VTRS users.
- t. TRS users shall not be required to give their full names or the full name of the party they are calling. This information shall not be recorded in any form without the permission and knowledge of the caller (except for long-distance billing purposes). It is understood that for some calls, having the full name would help facilitate the call. The TRS CA may ask for that information and explain how it may facilitate the user's call. However, the CA shall not refuse to make a call if the caller does not wish to give full names. This requirement does not apply to captioned telephone users because those callers dial and speak directly with the called party themselves.
- u. TRS CAs will uniformly recognize an "s" typed by a TTY user at the beginning of a call to indicate that the user is speech impaired. TRS bidders shall propose procedures for fulfilling this requirement. This convention shall be included in all informational material produced and distributed to explain TRS usage.
- v. TRS CAs will leave or retrieve (retrieve only, for captioned telephone CAs) messages on answering machines or other voice processing systems. Bidders shall describe procedures for

obtaining any necessary system access codes from the user and statements regarding the confidentiality of that information.

- w. TRS bidders will provide descriptions of the steps and a script of what the caller will experience between dialing the last digit of the VTRS number and the TRS CA dialing the number to be called. Captioned telephone service bidders will provide, for both one-line and two-line captioned telephone service, a description of the steps involved and the user's experience between dialing a captioned telephone call and when captioning begins.

9. Confidentiality of Calls

Bidder shall certify that all calls shall be confidential, which means no written or electronic script shall be kept beyond the duration of the call. Both TRS and captioned telephone CAs and supervisory personnel shall not reveal information about any call, except the minimum necessary for billing purposes, including the information below. Both TRS and captioned telephone CAs must be required to sign a pledge of confidentiality promising not to disclose the identity of any caller or any information learned during the course of relaying any call, either during the period of employment as a CA or after the termination of employment. TRS and/or captioned telephone bidders will describe the methods used to train and the means of evaluating CAs to ensure all aspects of confidentiality are maintained.

Bidder shall indicate a commitment to the following:

- a. CAs will be trained not to reveal the identity of fellow CAs unnecessarily, because CAs identified by name—and thus potentially personally known in the deaf, hard-of-hearing, or speech-disabled communities—defeats the concept of transparency of the relay service and may create discomfort on the part of users.
- b. When training new CAs by the method of sharing past experience, trainers shall not reveal any of the following information:
 - i. names, genders, or ages of the parties to the call
 - ii. originating or terminating points of the call
 - iii. specifics of the information conveyed
- c. CA's shall not discuss, even among themselves or their supervisors, any names or specifics of any relay call, except in instances of resolving complaints. CAs may discuss the general situation that they need assistance with in order to clarify how to process a particular type of TRS relay call. CAs should be trained to ask questions about procedures without revealing names or specific information that will identify the caller. If a user is in an emergency or life-threatening situation or causes an emergency situation to exist by threatening the CA or relay center, names and specific information may be disclosed by the CA to a supervisor to expeditiously address the situation.
- d. Watching or listening to actual calls by anyone other than the TRS or captioned telephone service CA is prohibited except for training or monitoring purposes, or for other purposes specifically authorized by the DPS.
- e. Proposals shall include a copy of the policies the bidder will use to preserve confidentiality. Such policies may include protocols employees are encouraged to use to prevent unintentional disclosure of relayed conversations. A copy of the confidentiality policy shall be provided to a user upon request.

- f. A CA or supervisor who, after investigation, is found to have violated the confidentiality rules and regulations shall either be terminated immediately or be given a warning and automatically terminated the second time it occurs. Proposals shall specify the policy for reviewing and handling alleged violations of confidentiality.
- g. The contractor shall be restricted to collecting only that personal information necessary to provide and bill for the relay service being rendered. This information shall not be used for any other purposes.

10. Obscenity Directed to the CA

CA's do not have to tolerate obscenity directed at them. A proposal should specify how the contractor will handle these situations. It is acceptable to transfer callers using obscenities directed at the CA to a supervisor to determine why the caller is using obscenity and to explain that this is inappropriate.

11. CA Counseling

TRS and/or captioned telephone bidders are required to provide an ongoing counseling and support program for CAs to help them deal with the emotional aspects of relaying calls. The bidder should describe this program in the proposal.

12. Staffing for Call Volume/Usage Patterns

TRS and/or captioned telephone service bidders' proposals shall describe how the bidder will plan staffing patterns in response to call volumes and usage patterns.

13. Policy and Procedures Manual

TRS and/or captioned telephone service bidders shall provide with the proposal a copy of the existing (or a comprehensive outline of a proposed) CA Policy and Procedures Manual that shall include, but not be limited to, confidentiality, handling of emergency and crisis calls, consumer complaint procedures, consequences of non-compliance to policies, functions, and roles of a CA. If the bidder will use a subcontractor, please provide any available policy and procedure information.

14. Emergencies

The State of Vermont has statewide Enhanced-911. TRS and/or captioned telephone service bidders shall outline how they will achieve the following:

- a. The bidder's policy for handling and referring emergency calls. The policy should include provisions for the CA to help the TRS caller find the appropriate emergency service number through Directory Assistance. The policy should indicate how the TRS and/or captioned telephone service provider will interact with Enhanced 911 to provide caller location information.
- b. An outreach/education program component to educate TRS and/or captioned telephone users regarding the use of E-911, rather than relay, for emergency calls.

E. SERVICE PROVIDER REPORTING REQUIREMENTS

Bidder shall indicate a commitment to provide the following:

1. Traffic Reports

TRS and/or captioned telephone service provider(s) must indicate a commitment report to the DPS by the 21st calendar day of the following month with the following statistics for the previous month. If the winning bidder will provide both services, and traffic reports to include for each service the information

below may be combined into one report. (More frequent or more detailed reports shall also be available upon request.)

- a. Monthly summary detail record
 - i. Total minutes of service and number of calls handled.
 - ii. Total billable (conversation) minutes of service.
 - iii. Total non-billable (session) minutes of service.
- b. Monthly detail of billable (conversation) data. Total minutes and total calls for each of the following:
 - i. Local
 - ii. Intrastate
 - iii. Intrastate toll-free
 - iv. 8XX and 9XX pay-per-call
 - v. Intrastate directory assistance
 - vi. General assistance
 - vii. Intrastate busy/ring/no answer
 - viii. Emergency
- c. Monthly detail of non-billable (session) data. Total minutes and total calls for each of the following:
 - i. Interstate
 - ii. Interstate toll-free
 - iii. International
 - iv. Interstate directory assistance
 - v. Interstate busy/ring/no answer
- d. Monthly device report (TRS only, unless the vendor is the same for both TRS and captioned telephone service). Total minutes of service calls handled and the average length of call for each of the following:
 - i. TTY Baudot
 - ii. TTY Turbocode
 - iii. Voice calls
 - iv. VCO
 - v. ASCII
 - vi. Speech-to-speech
 - vii. HCO
 - viii. Captioned Telephone (reported separately if TRS and captioned telephone vendors are different)
 - ix. Other, if any (describe the call type)
 - x. Delayed call profile (TRS only)
 - xi. Number of inbound calls (calls placed to the TRS center[s])
 - xii. Number of inbound calls placed in queue
 - xiii. Number in inbound calls answered from queue
 - xiv. Total number of inbound calls abandoned from queue
 - xv. Percent of abandoned calls to calls in queue
 - xvi. Callers in queue for each of the following time frames: less than 1 second; 1-5 seconds; 5.01-10 seconds; 10.01-15 seconds; 15.01-20 seconds; 20.01-25 seconds; 25.01-30 seconds; 30.01-40 seconds; 40.01-50 seconds; 50.01-60 seconds; 60.01-90 seconds; 9.01-120 seconds; 120.01-180 seconds; 180.01+ seconds.
- e. Daily activity report (TRS only)
 - i. Number of calls handled for each day of the month
 - ii. Average number of weekday calls
 - iii. Average number of weekend calls

- iv. Peak days and hours of operation
- v. Average speed of answer
- vi. Percent of calls answered in 10 seconds
- f. Daily activity report (captioned telephone service only)
- g. Abandoned call rate
 - i. Percent of calls answered within 10 seconds
 - ii. Percent of calls blocked

2. Invoice Format

TRS and/or captioned telephone service bidders will submit the reporting format that will be used to provide all of the above information. Bidder must include information on its capability to provide ad hoc reports when requested.

3. Traffic projections

Bidder must commit to providing, by June 1st of each year, forecasted usage figures and costs to the DPS for the upcoming fiscal year, beginning July 1st.

4. Other Reporting Requirements

Bidder must indicate a commitment to provide the following reports:

- a. On an annual basis, the TRS and/or captioned telephone service provider(s) shall, by June 15 of each year, provide to the DPS an annual log of complaints for the period June 1 of the prior year through May 31 of the current year.
- b. The TRS and/or captioned telephone service provider(s) shall, by January 29 of each year, provide to the DPS Multistate Average Rate Structure (MARS) plan data for the prior calendar year.
- c. Outreach activities, as indicated above.

F. CONTRACT START-UP

Bidders shall describe a plan for implementing TRS and/or captioned telephone service by July 1, 2022. The plan should describe how the transition from the existing provider to a new contractor, if necessary, will be accomplished. The plan shall allow time as necessary to notify and educate TRS and/or captioned telephone service users about any changes that the transition may entail, and shall describe the procedure for notifying and educating users as needed. The plan shall also include a timeline of critical dates for major steps in the implementation process from contract award to start date. There will be no separate payment to the contractor for costs associated with start-up.

G. TRANSITION TO A NEW PROVIDER

At such time as the VTRS may be transferred to a new provider(s), the winning bidder(s) shall commit to making every effort to ensure that the transfer takes place in a manner that prevents TRS and/or captioned telephone service users from experiencing an interruption in service. The TRS and/or captioned telephone service and customer service toll-free numbers or other telephone numbers as necessary shall be made available to the new provider(s), with the new provider(s) paying any costs associated with the transfer.

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: **112 State Street Third Floor • Montpelier, VT • 05620-2601** or emailed to **PSD.Invoice@vermont.gov**

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

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

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

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

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

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

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

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

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

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

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

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

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

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

Premises - Operations

Products and Completed

Operations Personal Injury

Liability Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

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

\$1,000,000 Personal & Advertising Injury

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

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

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

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

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

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

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

continental United States, except with the express written permission of the State.

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

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

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

16. Taxes Due to the State:

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

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

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

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

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

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

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list

of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

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

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

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

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

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

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

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

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

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

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

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

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

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

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

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

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

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

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)