



REQUEST FOR PROPOSAL

For

Regulatory Assistance for Municipal Telecoms

Issue Date: February 11, 2022

Response Due Date: March 4, 2022

Department Contact: Stan Macel, General Counsel
Rob Fish, Deputy Director
Vermont Community Broadband Board
112 State Street
Montpelier, VT 05620

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Email: stan.macel@vermont.gov

Vermont Community Broadband Board REQUEST FOR PROPOSALS

The Vermont Community Broadband Board (VCCB or Board) provides funding, oversight, and support for the State of Vermont in its efforts to get every address connected to high-speed Broadband. As defined in [Act 71](#), passed by the legislature and signed into law on June 8, 2021, Communication Union Districts (CUDs) have been established to construct and operate fiber optic networks to carry out Broadband goals.

The State's strategy for broadband deployment focuses on public entities called CUDs. A CUD is an organization of two or more towns that join together as a municipal entity to build communication infrastructure together. 207 Vermont towns are actively involved in CUDs with over 404 volunteer board members and alternates supporting Vermont's effort to get everyone connected. Over 90 percent of the unserved and underserved addresses, as defined in Act 71, are covered by CUDs.

Most CUDs are volunteer-run or dependent on a small staff. Only two CUDs are serving customers. Over the next year, the other CUDs will begin providing broadband internet service, as well as Voice Over Internet Protocol (VOIP) phone service. Some may also provide other over-the-top services. The organizations are not in competition and service territories do not overlap.

The purpose of this RFP is to identify a legal services provider (such as a law firm) that can provide hands on assistance to each of these organizations. Assistance will include identifying necessary state and federal filings, soliciting the necessary information from each organization, and drafting and filing (or guiding the client to file) the required filings and applications with state and federal regulators.

The VCBB is seeking an experienced legal consultant (Consultant) to help the VCBB and the CUDs understand and comply with federal and state telecommunications laws and regulations, specifically including FCC and Vermont DPS requirements. Such requirements may include practical instructions regarding registration in the appropriate capacity with the FCC, USAC, and other federal agencies, assistance complying with federal and state telecommunications programs (e.g., Lifeline, E911, carrier of last resort, filing customer privacy network information forms), helping to develop internal policies (e.g. CPNI, digital copyright, open internet transparency policy, security), guidance regarding compliance with federal grant programs (e.g., those in RDOF, ARPA, IJJA and CPF), and compliance with state-specific requirements (e.g., registering as a municipality, making state filings with appropriate regulators, and complying with the Vermont universal Service Fee). The Consultant will work on an as needed basis with the CUDs as the client, and will also respond to the VCBB's legal inquiries. The VCBB is not a carrier.

Proposals are due by 4:30 p.m., March 4, 2022

Scope of Services

The VCBB is seeking an experienced legal counsel (Consultant) to help the VCBB and the CUDs understand and comply with federal and state telecommunications laws and regulations, including FCC requirements. Such requirements may include practical instructions regarding registration in the appropriate capacity with the FCC, USAC, and other federal agencies, assistance complying with federal and state telecommunications programs (e.g., Lifeline, E911, carrier of last resort, filing customer privacy network information forms), helping to develop internal policies (e.g. CPNI, digital copyright, open internet transparency policy, security), guidance regarding compliance with federal grant programs (e.g., those in RDOF, ARPA, IJJA and CPF), and compliance with state-specific requirements (e.g., registering as a municipality, making state filings with appropriate regulators, and complying with the Vermont Universal Service Fee). The Consultant will work on an as needed basis with the CUDs and the VCBB. The cost of Consultant's services will be paid by public funding distributed by the VCBB under Act 71, and the VCBB has determined that providing access to legal services is an appropriate exercise of its authority under 30 VSA §8087(a).

Each CUD will be required by the VCBB to be in compliance with applicable state and federal telecommunications regulations, and will be asked to seek Consultant's certification or opinion of compliance. All CUDs have compatible, not conflicting, interests in compliance but may achieve compliance through different means or relationships due to the scope of work of their network operating vendors. The VCBB recognizes each CUD to be an individual client and have independent attorney-client privileged representation of counsel, as provided by the ABA's Rules of Professional Conduct. Notwithstanding public provisioning of payment for services, the VCBB acknowledges Consultant's duty of loyalty and independent judgment to each CUD. [See Rule 1.7\[13\]](#).

For purposes of firm conflict of interest inspection, the entities that may be clients subject to the award of this RFP include:

Vermont Community Broadband Board
112 State Street
Montpelier, VT 05620

Central Vermont Internet Communications Union District dba CV Fiber
29 Main Street
Suite 4
Montpelier, VT 05602

Deerfield Valley Communications Union District dba DV Fiber
Online at dvfiber.net

East Central Vermont Communications Union District dba EC Fiber
415 Waterman Rd
South Royalton, VT 05068

Lamoille FiberNet Communications Union District dba Lamoille FiberNet
PO Box 1637
Morrisville, VT 05661

Addison County Communications Union District dba Maple Broadband
14 Seminary St
Middlebury, VT 05753

NEK Community Broadband Communications Union District dba NEK Broadband
4 South Main Street
Hardwick, VT 05843-0712

Northwest Vermont Communications Union District dba NW Fiberworx
75 Fairfield Street
St. Albans, VT 05478

Otter Creek Communications Union District
49 Center Street
Brandon, VT 05733

Southern Vermont Communications Union District dba SoVT CUD
210 South Street #6
Bennington VT 05201

Deliverables

Notwithstanding the independent client relationship of Consultant and each participating CUD, the final deliverable, and a condition of the CUD's use of Consultant's services, is a certification or qualified opinion by Consultant that each CUD has or may successfully, directly or by contract, submit all necessary regulatory filings to operate its fiber-optic network as further described below.

Work products of the Consultant chosen through this RFP will consist of the following:

1. Provide the Vermont Community Broadband Board with the following
 - a. Execution of Contract: Execute within ten days of selection an agreement with the VCBB to perform the RFP services that meets the requirements of the RFP. A form of contract, with attachments, is attached.
 - b. Schedule of Work: Prepare for the VCBB's review and comment a proposed schedule for the delivery of the following scope of work within 20 days of execution of an agreement with the VCBB for performance of the RFP services.
 - c. Baseline: An overview of the state and regulatory filings required for each CUD and the timeline for necessary one time and recurring filings.
 - d. Status for each CUD: Some CUDs may already have filed the necessary paperwork to be in compliance while others will not have begun. Consultant will provide a review of the regulatory compliance of each CUD.
 - e. Compliance Plan: Consultant will recommend a plan and a schedule of activities for each CUD to achieve full regulatory compliance based on the proposed schedule of construction and scope of services presented by the CUD.
2. Final report updating the status of each CUD and a providing a calendar of due dates for future filings.

Schedule

Respondent selected for this work must be able to begin work within 15 days upon awarding of the contract and to prepare for meeting the timeline established above for the completion of work.

Setting

All work, including presentations to the Board, can completed remotely.

Oversight

The contract will be managed jointly by Stan Macel, General Counsel and Rob Fish, Deputy Director. Other staff and Board resources will be available to provide guidance, contact information for individual CUDs, and connections as need to Vermont agencies and boards.

Proposal Format

All responses to this RFP must include the following information:

1. A brief description of the firm, which includes its history, organizational structure, and qualifications of relevant professional staff, including names and resumes with detailed qualifications and levels of competence of all individuals proposed to perform services. Subcontractors, if any, must be listed, including the firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning the subcontractor's organization and abilities.
2. A list with the names, phones numbers, and email addresses of personnel authorized to negotiate the proposed contract with the Board. All proposals must be signed by a duly authorized representative of the party (or parties) submitting the proposal.
3. A list of recent work performed related to telecom and/or regulatory assistance.
4. A discussion of the respondent staff's expertise and experience relevant to the subject matter of this RFP.
6. A description of any experience working with municipal entities on ensuring regulatory compliance. Please note any experience working with volunteer boards.
5. A description of all known or probable scheduling constraints or limitations on staff availability within the timeframe of the contract.
6. Respondent selected will be compensated on a time and material basis. Please indicate the following:
 - a. Fees for staff time, showing the level of staff to be assigned, titles, hourly rates;
 - b. Description of all overhead and other costs that may be billed.
7. A declaratory statement regarding respondent's past and current client relationships with any entity engaged in developing, constructing, operating, maintaining, and/or monitoring any telecommunications facilities in Vermont, to the extent that client names are authorized by the client to be disclosed.
8. Confirmation that there is not a conflict of interest for the Respondent's representation of the VCBB and each of the CUDs named above in the Scope of Services.
9. Confirmation of the Respondent's acceptance of the General Terms and Conditions which are required by state law.

Performance Measures

All contracts with the State of Vermont are required to have some form of performance measures. In the contract resulting from this RFP, the Board expects that such measures will consist of (1) the tim-

ing related to the consultant's submittal of deliverables, (2) the timing related to the consultant's response to any Board requests for updates, and (3) the successful completion of the scope of work; and (4) feedback from the CUDs.

Requirements

All proposals must be received no later than 4:30 p.m., March 4, 2022 in electronic format. Bids must consist of a single email with a single, digitally searchable PDF attachment containing all components of the bid. Multiple emails and/or multiple attachments will not be accepted. 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.

Electronic copies should be sent to: stan.macel@vermont.gov with a cc: to Robert.fish@vermont.gov. The Department reserves the right to accept or reject any or all bids. If a respondent is selected, it will be invited to negotiate a contract.

Selection Criteria

The Board will evaluate all proposal received based on the reasonableness of costs, completeness and quality of the proposal, qualifications of the individuals proposed to perform the work, relevance of previous experience, the proposed methodology for accomplishing the work, and any other criteria determined by the exercise of the Board's sole discretion.

The board reserves the right (but in no way is obligated) to interview the top prospective respondents to aid in the selection process.

Questions Concerning RFP

Stan Macel

Phone: 802-636-7321

Email: stan.macel@vermont.gov

Rob Fish

Phone: 802-522-2617

Email: Robert.fish@vermont.gov

General Terms and Conditions

1. The consultants awarded this contract shall, upon notification of award, apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. Registration instructions may be found at: <https://www.sec.state.vt.us/corporationsbusiness-services/start-or-register-abusiness.aspx> or by contacting the Corporations Division at 128 State Street, Montpelier, VT 05633-1104 or by telephone at (802) 828-2386. The Department will not execute the contract until the consultants are registered with the Secretary of State's Office.
2. Respondents' technical proposals become public records and may become available for public review and inspection upon execution of a contract. The contents of the successful respondent's proposal, as accepted by the Board, may become part of the contract awarded as a result of this process. If any bidding party wishes to submit confidential information, all such information must be clearly designated and include an explanation for the designation.
3. The Board reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and technicalities, or to cancel this RFP in part or in its entirety if it is in the best interests of the State.
4. The Board shall not be responsible for any costs incurred by any party in preparation of any proposal submitted in response to this RFP.
5. News releases pertaining to this RFP, contract award, or the project shall not be made without prior written approval from the Board.
6. All parties submitting proposals shall be Equal Opportunity Employers. During the duration of the performance of the contract, the consultants will be expected to comply with all federal, state, and local laws respecting non-discrimination in employment.
7. All proposals and deliverables become the property of the Board upon submission. Unselected proposals may be destroyed or returned to the bidder at the Board's discretion. This solicitation for proposals in no way obligates the Board to award a contract.
8. The Board assumes no liability in any fashion with respect to this RFP or any matters related thereto. All prospective consultants and their subcontractors or successors, by their participation in the RFP process, shall indemnify, save and hold the Board and its employees and agents free and harmless from all lawsuits, causes of action, debts, rights, judgments, claims, demands, damages, losses and expenses or whatsoever kind of law or equity known or unknown, foreseen or unforeseen, arising from or out of this RFP and/or any subsequent acts related thereto, including but not limited to the recommendation of a consultant and any action brought by an unsuccessful respondent.
9. The selected respondent shall furnish any available information in their possession to the Board upon request, if relevant to the project.
10. The selected respondent will be required to enter into a standard Vermont State Contract, which will include all conditions included the standard "Attachment C" form, which is attached to this RFP.
11. Any contract resulting from this RFP must obtain the prior written approval of the Attorney General's Office, consistent with Agency of Administration Bulletin 17.10, and the requirements set forth at <https://ago.vermont.gov/contracts/>, including the required contract provisions. Final award of

a contract will be contingent upon such approval. Contracts for legal services must include the required provisions forth in “Legal Services D short” linked within the above webpage.

12. 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. Modifications from any other source are not to be considered.

13. 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.

Attachments

1. Standard Contract For Services Form, with attachments

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)
Attachment D - Federal Terms Supplement for all Contracts and Purchases of Products and Services Connected with 2020 Pandemic
Attachment E – Legal Services Contract Requirements

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

- (1) Standard Contract
- (2) Attachment D
- (3) Attachment C (Standard State Provisions for Contracts and Grants)
- (4) Attachment E
- (5) Attachment A
- (6) 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:

DELETE THESE INSTRUCTIONS All State contracts must describe the work to be performed in clear, concise and complete statements. Attachment A of the Standard State Contract should be used to detail the work to be performed or products to be delivered by the contractor. A well written description will include the schedule for performance, identification of project deliverables, deliverable milestones, and standards by which the contractor's performance will be measured. This description of the work may also be referred to as the Statement of Work, Specifications of Work, or Subject Matter. Please refer to Appendix II for further guidance. The deliverables and milestones should be used to inform the payment terms in Attachment B. Attaching RFPs and RFP responses to contracts is not permitted. RFP responses can be long and complicated and may include both unnecessary information and introduce internally inconsistent terms within the contract.

The level of required contract compliance monitoring, if applicable, should be based on the assessment of the risk for delay or failure to deliver the services. In assessing the risk, agencies should consider factors such as: amount of funds involved; contract duration; contract complexity; history of the Contractor with State government; amount of subcontracting involved; and other relevant issues. Whether or not liquidated damages, service credits and/or retainage are part of the contract, the document should include a section that describes specifically how the Agency will monitor the contract for compliance.

Types of compliance monitoring processes and steps may include: (i) periodic contractor reports; (ii) invoice reviews; (iii) on-site visits; (iv) scheduled meetings; (v) audits; (vi) independent performance reviews; (vii) surveys of users/clients; and (viii) post-contract audit or review. This section may also describe a process for identification, discussion, and resolution of disputes between the Contractor and the State, both during the contract duration and after expiration.

NOTE: Additional guidance for drafting Attachment A is provided in Bulletin 3.5, Appendix II

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

DELETE THESE INSTRUCTIONS The above language up through section 5 is standard and should be included in all services contracts. Section 6 is merely a prompt for completion of the particular payment terms necessary to the contract, such as the schedule and/or rates of pay. Sample language is provided below, if helpful, but there is no required format.

TIME/MATERIALS: If payment will be based upon time and materials, specify the frequency of invoicing and the rate of payment. For example:

Contractor shall be paid \$50.00 per hour for work performed under this Contract, and shall submit invoices to the State not more frequently than monthly.

FIXED PRICE/DELIVERABLES: If payments are fixed price, specify an invoice schedule that corresponds to completion of the deliverables or phases of work described in Attachment A. For example:

Contractor shall submit invoices to the State in accordance with the following schedule:

| <u>Deliverable</u> | <u>Invoice Amount</u> |
|--|-----------------------|
| Phase 1 completed by May 1, 2015 | \$5,000.00 |
| Phase 2 completed by July 1, 2015 | \$5,000.00 |
| Submit Final Report by August 31, 2015 | \$8,000.00 |

NOTE: Additional guidance for drafting Attachment B is provided in Bulletin 3.5, Section IX.A.5 and Appendix III

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

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

Attachment D: STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)
for all Contracts and Purchases
of Products and Services Connected with 2020 Pandemic

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more certify that each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency

PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
4. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
5. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
6. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

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

2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General

- a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

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

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

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

4. Negotiation

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

Attachment E: Legal Services Contract Requirements

OTHER PROVISIONS

1. Professional Liability Insurance – Before commencing work on this contract and throughout the term of this contract, contractor shall procure and maintain professional liability insurance for any and all services performed under this contract, with minimum coverage of \$1,000,000.00 per claim and \$1,000,000.00 aggregate.

2. Legal services – Contractor will be providing legal services under this contract. Contractor agrees that during the term of the contract he or she will not represent anyone in a matter, proceeding, or lawsuit against the State of Vermont or any of its agencies or instrumentalities. After termination of this contract, contractor also agrees that he or she will not represent anyone in a matter, proceeding, or lawsuit substantially related to this contract.