

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Office of Purchasing and Contracting (the "State") and TwinState Voice Data Video Inc. with a principal place of business in Morrisonville, NY (the "Contractor") that the contract between them originally dated as of July 14, 2016, Contract # 32114, as amended to date, (the "Master Agreement") is hereby amended as follows:

- I. **Contract Term.** The Master Agreement end date, wherever such reference appears in the Master Agreement, shall be changed from July 14, 2018 to July 14, 2019. The Contract Term may be renewed for one additional one-year period at the discretion of the State.
- II. **Attachment C, Standard State Provisions for Contracts and Grants.** Attachment C is hereby deleted in its entirety and replaced by the Attachment C December 15, 2017 attached to this Amendment.
- III. **Attachments D1, D2, and D3.** Attachments D1 and D2 are hereby deleted entirely and replaced by the Attachments D1, D2, and D3, attached to this Amendment.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

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

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

This document consists of 25 pages. Except as modified by this Amendment No. 1, all provisions of the Master Agreement remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

TWINSTATE VOICE DATA VIDEO INC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

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

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

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

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

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

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

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

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

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

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

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

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

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

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

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

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

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

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

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

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

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

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

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

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

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

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

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

27. Termination:

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

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

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible

and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

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

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

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

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

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

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

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

32. Requirements Pertaining Only to State-Funded Grants:

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

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

(End of Standard Provisions)

Attachment D1: Form Statement of Work RFP (SOW-RFP)

**STATE OF VERMONT - STATEMENT OF WORK (SOW)
Request for Proposal (RFP)**

IT Service Category:

Request for Proposal
Month DD, YYYY

CIO APPROVAL

This SOW RFP is approved for issuance by the Vermont Chief Information Officer/Secretary of the Agency of Digital Services.

CIO Approval

Date

ADMINISTRATIVE INFORMATION

AGENCY/DEPT RESPONSIBILITY FOR SOW-RFP AND SOW AGREEMENT

Name the person/s and Agency/Dept.

This SOW RFP is being issued in accordance with the Master Agreement between the Contractor and the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting. After an evaluation of Contractor's response to this SOW RFP, the Contracting Agency may elect to enter into a specific SOW Agreement which will outline all SOW Agreement requirements and payment provisions.

SOW PROPOSAL SUBMISSIONS

All SOW Proposals are due no later than: **(Date) and Time**

Proposals must be submitted by email to: SOV.ITContractingandProcurement@vermont.gov. The email submission must reference the procurement name "**SOW-RFP Project Name**".

- The SOW RFP Response is to be submitted to the contact set forth above via e-mail as four attachments. The "subject" line in the e-mail submission shall state the SOW-RFP Project Name. The first file, to be submitted in Word and pdf formats, will be the technical response to this SOW-RFP and titled, "SOW-RFP Project Name Technical". The second file, to be submitted in Word or Excel and pdf formats, will be the financial response to this SOW-RFP and titled, "SOW-RFP Project Name Financial".

- There is an attachment size limit of 25 MB. It is the Bidder's responsibility to compress the PDF file containing its bid if necessary in order to meet this size limitation.

All SOW RFP Responses become the property of the State and, once the resulting SOW Agreement is finalized, are subject to disclosure under the State's Public Records Act, 1 V.S.A. §§ 315-320. If a SOW RFP Response includes material that is considered by the Contractor to be a trade secret under 1 V.S.A. § 317(c)(9), the Contractor shall clearly designate the material as such in its submission. In accordance therewith, the State will not disclose information for which a reasonable claim of trade secret can be made pursuant to 1 VSA § 317(c)(9).

In the cover letter to any SOW RFP Response, the Contractor must identify each page or section of the response that it believes is a trade secret and provide a written explanation relating to each marked portion to justify the denial of a public record request should the State receive such a request.

STATEMENT OF RIGHTS

The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. The Contractor may be asked to give a verbal presentation of its proposal after submission. Failure of Contractor to respond to a request for additional information or clarification could result in rejection of the Contractor'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.

METHOD OF AWARD

Awards will be made in the best interest of the Contracting Agency. The Contracting Agency may award one or more SOW Agreements and reserves the right to make additional awards to other compliant bidders at any time during the term of the SOW Agreement if such award is deemed to be in the best interest of the Contracting Agency.

ORAL PRESENTATIONS/INTERVIEWS

The Contracting Agency will conduct a pre-bid conference call on (Replace with Date and Time) to answer any questions potential bidders may have. The call in number will be (Replace with Phone Number). [If no call will be held, delete this section.]

Prior to making a final selection, the Contracting Agency will determine whether to conduct oral presentations. The decision will be based on the quality and quantity of responses received. If it is determined that oral presentations are needed they will be conducted at no expense to the State. Oral presentation may be by phone or in person. In-person

presentations will take place as directed by the Contracting Agency on a yet to be determined date at no expense to the State.

As part of the selection process, the State reserves the right to interview, either in person or via phone, all candidates for on-site staff that are proposed to perform the work defined within this SOW RFP. The State may also request a change to vendor staffing after a vendor has been selected if upon on-site efforts the State deems the relationship to not be acceptable. Replacement staff will be subject to additional interviewing and approval by the State at no additional cost to the State.

NON-DISCLOSURE AGREEMENT

Contractors and each employee or subcontractor with access to State Data, as defined in the Master Agreement will be required to sign a standard State non-disclosure agreement if there is not already one on file.

SCOPE OF WORK

PURPOSE

BACKGROUND

High level description of Contracting Agency's business unit and the business case or situation leading to this Project

EXISTING TECHNOLOGY ENVIRONMENT

Detailed description of existing technology architecture and environments

REQUIREMENTS:

For this particular request, knowledge requirements include:

XXX.

For this particular request, Functional requirements include:

XXX

For this particular request, Non-Functional requirements include:

XXX

ADDITIONAL ATTACHMENTS/ASSURANCES

For this particular request, the current versions of AHS Attachments E (BAA) and F (AHS Customary Terms) as attached to this SOW-RFP, shall be incorporated into the resulting SOW Agreement **INCLUDE ATTACHMENTS OR DELETE THIS PARAGRAPH IF NOT APPLICABLE**

For this particular request, the following additional assurances required by federal or state law, shall be incorporated into the resulting SOW Agreement:
INSERT CLAUSES OR DELETE THIS PARAGRAPH IF NOT APPLICABLE

PROJECT MANAGEMENT

PROJECT MANAGEMENT APPROACH (change or remove as needed)

Describe the project management approach required by your agency or business unit. If certain project management methodologies are to be employed and project progress reports and project team meetings are to take place, they need to also be defined as deliverables below.

PROJECT MANAGEMENT SERVICES (Remove this section if this SOW is not related to Project Management/ Business Analyst/Enterprise Architect Services)

All proposed SOW Agreements for Project Management, Business Analyst or Enterprise Architect Services shall be submitted to the State of Vermont Office of the Attorney General for a determination in accordance with 3 V.S.A. § 342 that such engagement is not contrary to the spirit and intent of the classification plan and merit system principles and standards provided by Chapter 13 of Title 3 of the Vermont Statutes.

PM Approach

The Contractor shall follow project management methodologies that are consistent with the Project Management Institute's (PMI) *Project Management Body of Knowledge (PMBOK) Guide*.

Contractor staff will produce project deliverables using Microsoft Office products in v2007 or newer (Word, Excel, Project, Visio, etc.), and Adobe PDF, or other formats acceptable to the State.

PROJECT DELIVERABLES

Describe required deliverables in detail. Under no circumstance should a SOW be developed or an SOW RFP be released where the deliverables are not quantified or the criteria for acceptance are not defined. Be clear and concise. The deliverables identified here should be directly tied to payment provisions.

Example: DELIVERABLE/ DELIVERY SCHEDULE

ID	Deliverables	Expected Completion: <If known>
	Deliverable A	
	Deliverable B	
	Deliverable C	

Example: DELIVERABLES MATRIX

ID	Acceptance Criteria	Est Completion Date	Quoted Cost
	(1)		
	(2)		
	(3)		
	(4)		
	Total		

SOW AMENDMENTS

Change orders are not anticipated, however, if one becomes necessary, such work must be authorized by the State in writing before such work can proceed and requires an SOW Amendment to the SOW Agreement. Reference Attachment D3.

REFERENCES

Provide the names, addresses, and phone numbers of at least three companies or State Agencies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeable about performance and deliverables.

OFFSHORE OUTSOURCING

Please indicate whether or not any services being provided are or will be outsourced as part of bidding on this project.

SOW PROPOSAL FORMAT

Email PDF's or Microsoft Office documents as set forth above under SOW PROPOSAL SUBMISSIONS

A SOW RFP Proposal shall provide the following:

Proposed Services – Work Plan

- a) Proposed Services: A description of the Contractor's proposed services to accomplish the specified work requirements, including dates of completion.
- b) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- c) Proposed Tools: A description of proposed tools that may be used to facilitate the work.

- d) **Tasks and Deliverables:** A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. Must include deliverables specified in SOW-RFP as well as other deliverables that may be proposed by Contractor.
- e) **Work Breakdown Structure:** A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.

Proposed Personnel

- a) Identify all personnel by name and skill set who will be working on the project, include resumes
- b) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications to complete the work as required.
- c) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under the Agreement.

Subcontractors

Identify all proposed subcontractors and their full roles that may be involved completing the Scope of Work. **No work shall be subcontracted without knowledge of and approval by the State.**

State Assistance

Provide an estimate of expectation concerning participation by State personnel.

Confidentiality

To the extent portions of a bidder's proposal may be confidential, proprietary commercial information or trade secrets, the bidder shall highlight these sections, and provide justification why such materials, upon request, should not be disclosed by the State under the State's Public Record Law (1 V.S.A. § 315 et seq.) . Contractor is advised that, upon request for this information from a third party, the Agency representative will be required to make an independent determination regarding whether the information may be disclosed.

Transmittal Letter

The Contractor must submit a signed letter acknowledging the terms and conditions of the Master Agreement and any special requirements that may be included in a specific SOW Agreement.

REQUIRED PRICE PROPOSAL RESPONSE

All pricing must be fixed cost, inclusive of all expenses and fees if this Statement of Work proposal is for a fixed price agreement. (Remove if Time and Materials agreement)

For Time and Materials the pricing proposal must include estimated effort hours, hourly rate for proposed personnel, projected timeline, including timing expectations for the State functional and technical resources and be submitted as a separate document from the rest of the proposal. (Remove if not Time and Materials)

INVOICING AND PAYMENT

Price each deliverable individually and understand that the final agreement may only contain certain deliverables. Deliverables should be performance-based and payments should not be made until final acceptance by the State – avoid prepayments and “front-loaded payment schedules. The Contractor may invoice the State only after each agreed to deliverable has been accepted as satisfactory by the State.

All work performed by the Contractor must be approved in advance by the State. Once work has been completed, delivered and accepted by the State, invoicing can occur. The State’s payment terms are net 30 days.

**EXAMPLE of
PRICE PROPOSAL FORM**
(not inclusive of all requirements defined above)

PRICE PROPOSAL FOR SOW-RFP PROJECT NAME _____

Deliverables	Expected Completion:	Hourly Rate (applicable for Time and Materials)	Price (aggregate hourly cost or Fixed price per Deliverable)
Deliverable I	Date		
Deliverable II	Date		
Deliverable III	Date		
Combined Bid	Date		

The Price Proposal form must use the same deliverables as outlined in the Request from the State.

PROCEDURE FOR AWARDING A SOW AGREEMENT

EVALUATION CRITERIA (Verify evaluation criteria below is appropriate for your project)

The responses will be evaluated based on the following:

- Quality of proposal content
- Cost
- Prior Experience with this type of work
- Timeline for completion of work to be performed

Contractor selection, or the determination to terminate the SOW RFP without award shall be done in the best interest of the State.

COMMENCEMENT OF WORK UNDER A SOW AGREEMENT

Commencement of work as a result of the SOW-RFP process shall be initiated only upon issuance of a fully executed SOW Agreement and Purchase Order.

SOW AGREEMENTS

If selected, the Contractor will sign an SOW Agreement with the Contracting Agency to provide the deliverables set forth in its response and at prices agreed by the Contracting Agency. Minimum support levels set forth in this SOW RFP and terms, and conditions from the Master Agreement, including Attachment C thereto, will become part of each SOW Agreement. Each SOW Agreement will be subject to review throughout its term. The Contracting Agency will consider cancellation of each SOW Agreement, as well as the Master Agreement upon discovery that the Contractor is in violation of any portion of the Master Agreement or an SOW Agreement, including an inability by the Contractor to provide the products, support, and/or service offered in its response. Each SOW Agreement shall specify the term of the Agreement.

Attachment D2: Form SOW Agreement

STATEMENT OF WORK AGREEMENT

SOW-AGREEMENT # _____
SOW-RFP PROJECT TITLE _____
PRE-QUALIFICATION CONTRACT # _____ (“Master Agreement”)

This is a Statement of Work Agreement (“SOW Agreement”) between the State of Vermont, [CONTRACTING AGENCY] (hereafter called “State”) and _____, with principal place of business at _____, (hereafter called “Contractor”). This SOW Agreement is entered into in accordance with the above-identified Master Agreement. This SOW Agreement shall supplement the Master Agreement and the parties acknowledge and agree that all of the terms and conditions of the Master Agreement are hereby incorporated by reference into this SOW Agreement.

1. Time for Performance

The term of this SOW Agreement shall begin on _____ and end on _____ (the “Initial Term”). The Initial Term may be extended as the parties may agree. The State may terminate this SOW for convenience upon thirty days prior written notice to the Contractor. If the Master Agreement should expire or otherwise terminate prior to the end of the term of this SOW Agreement, this SOW Agreement shall continue to the end of its existing term, unless or until terminated in accordance with the terms of this SOW Agreement, and the Parties acknowledge and agree that the terms of the Master Agreement shall survive and apply to this SOW Agreement.

2. Scope of Work

The Contractor shall, in full satisfaction of the specific requirements of this SOW Agreement, provide the services set forth herein. These services shall be provided in accordance with the Master Agreement and this SOW Agreement.

Additional Attachments and/or Assurances Applicable to this Work:

List clauses here and/or cross reference to the attachments included with this SOW, consistent with the items noticed in the SOW RFP section “Additional Attachments/Assurances”. Otherwise, remove this section if not applicable.

In Scope:

XXXXXXXXXX

Deliverables and Services Produced

XXXXXXXXXX

Phases (Remove or add if not needed)

XXXXXXXXXX

Approach (modify as needed)

Contractor shall provide a project manager to work as the primary point of contact with the State. As a part of its project management duties, the Contractor Project Manager will attend an agreed upon number of informational and status meetings and, when appropriate, call and lead such meetings. Such meetings may include the Project Management Team, the Contract Administrator, other consultants, elected officials, and other stakeholders as designated by the State. The Contractor Project Manager shall work directly with the State Project Manager to define, manage, and control the project scope, timeline, issue escalation and resolution processes. Contractor shall deliver written status reports on a weekly basis.

Status information shall include, at a minimum: all planned tasks accomplished, planned tasks that are incomplete, or behind schedule in the previous week (with reasons given for those behind schedule); all tasks planned for the upcoming two weeks; an updated status of tasks (entered into the project plan and attached to the status report – e.g., percent completed, resources assigned to tasks, etc.); and the status of any corrective actions undertaken. The report will also contain items such as the current status of the project’s technical progress and contractual obligations; achievements to date; risk management activities; unresolved issues; requirements to resolve unresolved issues; action items; problems; installation and maintenance results; and significant changes to Contractor’s organization or method of operation, to the project management team, or to the deliverable schedule, where applicable.

In addition, Contractor will create and routinely update the project plan, if any, to reflect changes in the nature and timing of project activities, all changes being subject to the State Project Manager’s approval. Project deliverables and activities will be subject to the State’s quality management process to be defined by the State prior to the project kick-off.

Project Management/Business Analyst/Enterprise Architect DELETE SECTION OR REVISE AS NEEDED

XXXXXXXXXXXX

Indicate State Resources and Central Point of Contact
Indicate Key Contractor Staff and Contractor Project Manager
Indicate Project Management Methodology, If Applicable

SOV Responsibilities (modify as needed)

XXXXXXX

ORGANIZATION (modify as needed)

XXXXXXXXXX

PAYMENT PROVISIONS

1. The maximum amount payable under this SOW Agreement is \$ [REDACTED]. Payments of invoices shall be made in accordance with the payment provisions in the Master Agreement as further supplemented herein.
2. Contractor shall submit invoices to: **INSERT STATE ADDRESS FOR INVOICING**.
3. **Invoices shall include the SOW Agreement # and Master Agreement # which appear atop the first page of this SOW Agreement.**
4. **DELETE SECTION OR REVISE TABLE AS NEEDED** For fixed price deliverables, Contractor shall be paid in accordance with the payment schedule included below. Amount shall be inclusive of any and all Contractor costs and expenses.

SERVICES	Deliverable Deadline	Invoice Amount
Deliverable A		
Deliverable B		
Deliverable C		
Deliverable D		

5. **DELETE SECTION OR REVISE HIGHLIGHTED AREAS AS NEEDED** For services performed on a time and materials basis, Contractor shall be paid in accordance with the schedule of rates set forth in the Master Agreement, which may be set forth herein for reference. Total payment for time and materials services shall not exceed \$ [REDACTED].

INSERT RATES FROM MASTER AGREEMENT

6. **DELETE OR REVISE AS NEEDED** The State shall withhold 10% of each payment as retainage. Upon completion of the SOW Project in accordance with the prescribed project timeline, and to the satisfaction of the State, Contractor may submit a single invoice for the amount of retainage.
7. The State shall not be responsible for reimbursement of any expenses of the Contractor.

REQUIRED CONTRACTOR CERTIFICATIONS

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this SOW Agreement is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

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

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

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor certifies that it is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

REQUIRED PRIOR APPROVALS

All SOW Agreements, regardless of value, shall be approved by the Vermont Chief Information Officer/Secretary of the Agency of Digital Services prior to execution.

CIO Approval

Date

All SOW Agreements valued at \$25,000 or more per year shall be certified by the Vermont Office of the Attorney General in accordance with 3 V.S.A. § 342 prior to execution. Further, there shall be no limitation of liability, including a waiver of consequential, indirect, special, punitive or exemplary damages, or disclaimers of warranty without approval from the Office of the Attorney General.

Certified by

Date

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS SOW AGREEMENT.

<Insert SOW contractor Name>

Signature

Date

STATE OF VERMONT, <Insert Requesting Agency or business unit>

Signature

Date

Attachment D3: Form SOW Amendment

SOW AMENDMENT

SOW-AGREEMENT # _____ Amendment No. _____
PRE-QUALIFICATION CONTRACT # _____ (“Master Agreement”)

It is hereby agreed by and between the State of Vermont, **AGENCY/DEPARTMENT** (the "State") and **CONTRACTOR NAME**, with a principal place of business in **CITY, STATE** (the "Contractor") that the above SOW Agreement between them originally dated as of **SOW START DATE**, as amended to date, (the “SOW Agreement”) is hereby amended as follows:

REMOVE/EXPAND/REVISE THE BELOW AMENDMENT ITEMS, AS APPLICABLE

- IV. **Time of Performance**. The SOW Agreement end date, wherever such reference appears in the SOW Agreement, shall be changed from **OLD SOW END DATE** to **NEW SOW END DATE**.
- V. **Maximum Amount**. The maximum amount payable under the SOW Agreement, wherever such reference appears in the SOW Agreement, shall be changed from \$ _____ to \$ _____, representing **an increase / a decrease** of \$ _____.
- VI. **Scope of Work**. The scope of work is amended as follows:

EXAMPLE: Section ## is amended by the addition of the following requirements [OR] Section ## is hereby deleted in its entirety and replaced as set forth below:

- VII. **Payment Provisions**. The payment provisions are amended as follows:

EXAMPLE: Section ## is amended by the addition of the following requirements [OR] Section ## is hereby deleted in its entirety and replaced as set forth below:

REQUIRED CONTRACTOR CERTIFICATIONS

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this SOW Amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this SOW Amendment is signed, neither Contractor nor Contractor’s principals (officers, directors, owners, or partners) are presently debarred,

suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

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

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor certifies that it is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

REQUIRED PRIOR APPROVALS

This SOW Amendment shall not be valid unless approved by the Vermont Chief Information Officer/Secretary of the Agency of Digital Services prior to execution.

CIO Approval

Date

This document consists of [redacted] pages. Except as modified by this SOW Amendment No. [redacted], all provisions of the SOW Agreement remain in full force and effect.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS AMENDMENT TO THE SOW AGREEMENT.

<Insert Contractor Name>

Signature

Date

STATE OF VERMONT, <Insert Requesting Agency/Dept>

Signature

Date