STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting. (the "State") and Integrated Security & Communications of New England LLC with a principal place of business in Tyngsboro, MA (the "Contractor") that the contract between them originally dated as of October 1, 2017, Contract # 34960, as amended to date, (the "Contract") is hereby amended as follows:

I. **Contract Term**. The Contract end date, wherever such reference appears in the Contract, shall be changed from September 30, 2019 to September 30, 2020. 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.

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

SOV Cybersecurity Standard 19-01. All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL:https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives

This document consists of 10 pages. Except as modified by this Amendment No. 1, all provisions of the Contract 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	**Integrated Security & Communications of New England LLC**
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)

1. ***Parties.*** This is a contract for services between the State of Vermont, Department of Building and General Services, Office of Purchasing and Contracting (hereinafter called "State"), and Integrated Security & Communications of New England LLC with a principal place of business in Tyngsboro, MA. (hereinafter called "Contractor"). Contractor's form of business organization is a Limited Liability Company. 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 voice and data communications cabling systems and building security services statewide. 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 $200,000.00.

4. ***Contract Term.*** The period of contractor's performance shall begin on October 01, 2017 and end on September 30, 2019, with the option for two (2) additional one-year extensions.

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 32 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 07/01/2016)

Attachment D1 – Form Statement of Work RFP

Attachment D2 – Form Statement of Work

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 Contract Provisions for Contracts and Grants)
(3) Attachment A
(4) Attachment B
(5) Attachment D1
(6) Attachment D2

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: _____

Signature: _____

Name: _____

Title: _____

By Integrated Security & Communications of New England LLC:

Date: _____

Signature: _____

Name: _____

Title: _____

ATTACHMENT A – STATEMENT OF WORK

1. **SCOPE OF WORK: Voice and Data Cabling, and Building Security Systems**

1.1. Voice and Data Cabling

1.1.1. Work shall be conducted by experienced voice, data and video cable installers or journeyman electricians who are qualified to do such work and normally engaged in this type of work and of sufficient number to perform the required services efficiently and in a manner satisfactory to the Contract Coordinator. For CAT6 And Fiber installations the installer must be certified to install such cabling. The contractor shall be responsible to provide all required equipment, components, parts and pieces delivered to the project site and ready for installation unless otherwise specified by the Agency of Digital Services (ADS), or the end customer. The contractor shall agree to adhere to the Information Transport System Infrastructure Standard.

1.1.2. All work performed under this contract shall be planned and scheduled by the Site Contact listed on the work order and/or the State Telecommunication staff. The Site Contact shall work closely with ADS-Telecommunications, the contractor and the department end users requiring services. All work shall be performed Monday through Friday during normal working hours (7:45am-4:30pm) unless an occasion may arise which would require work to be performed after normal working hours or on Saturday, Sunday or Holidays

1.2. Building Security Systems

The Department of Buildings and General Services (BGS), Safety and Security Division, coordinates the installation and maintenance of CCTV, card access systems and intrusion detection systems for all BGS owned, leased and other State buildings throughout the State.

1.2.1. ON SITE RESPONSE TIMES FOR REPAIR SERVICES: Contractor shall respond to a major system failure (defined as total system or twenty-one (21) percent or more of the security system is out of service affecting end user operations) within 4 hours. Major repairs shall be completed by the close of business on the first business day following the trouble report to the Contractor.

1.2.1.1. Contractor shall respond to a minor system failure (defined as one device or up to 20 percent of the security system is out of service affecting end user operations) within 24 hours. Minor repairs shall be completed by the close of business on the second business day following the trouble report to the Contractor.

1.2.1.2. Failure to meet the above standards without good cause may result in the revocation of contract.

1.2.2. Installation and maintenance shall be provided throughout the state of Vermont. The contractor is expected to be available for emergency service 24hrs a day, 7 days a week and week days 7:30am to 4:30pm for standard service.

1.2.3. Cable type for the card access system shall be YELLOW (plenum rated), Carol Brand card access composite cable shall be used unless otherwise specified by the State. Grey Panduit shall be used in all card access cabinets.

1.2.4. For CCTV, card access and Intrusion detection systems the Contractor shall have experience with the following systems: Axis & Samsung CCTV products, Milestone & Exacqvision hardware/software products; Honeywell/Alarmnet intrusion products; Honeywell/Prowatch Card Access hardware/software products; Aiphone security products and expertise in security standards and best practices.

1.2.5. Contactors working on electric door locks/strikes shall have a Type-S journeyman electrician license.

1.2.6. The contract is generally described as the ability to be assigned and complete work orders for installation and maintenance for CCTV, card access and Intrusion detection systems within State facilities. Work orders performed under this type of contract will be awarded at the sole discretion of BGS to any contractor awarded this type of contract that is best able to meet the time schedule of the end customer in need of the service at the agreed upon rate(s) as established in the contract. Where two or more contractors may be able to meet the same time schedule, then cost may become the determining factor.

1.3. General Requirements

1.3.1. Plan Security Certification: Contractor acknowledges that the plans pertaining to this project have been declared exempt from public record inspection for security reasons and have been disclosed to Contractor as per 1 V.S.A. §317(c)(32) for the performance of the Work specified herein. Contractor hereby expressly acknowledges and agrees to disclose plans ***only to a licensed architect, engineer, or Contractor who is bidding on or performing work on or related to buildings, facilities, infrastructures, system s, or other structures owned, operated, or leased by the state.***

1.3.1.1. Furthermore, Contractor agrees to abide by BGS Administrative Policy # 35 and any existing or future directives set forth by the State concerning the copying or distribution of the plans. Fraud, misrepresentation, falsification, or concealing or covering up material facts relating to compliance with these directives may result in one or more of the following actions: termination of the contract(s), suspension of bidding privileges, withholding, deducts, forfeiture of security bonds, and criminal prosecution punishable by imprisonment of up to five years and/or up to a $10,000 fine as per 13 V.S.A. §3016.

1.3.2. Cable types include but are not necessarily limited to plenum, non-plenum, infrastructure feeder/riser or station cable for Voice, Video, Data or Electrical: Cat5E, or Cat6, CATV or CCTV video cable, Multimode Fiber and Single Mode Fiber Data cable with various terminators ranging from st, sc, lc, etc (50/125 micron, 62.5/125, duplex, hybrid and others), singlemode fiber and jumpers supporting cwdm equipment and Electrical Power cabling, depending on specific job requirements.

1.3.3. Services under this contract will be performed in either existing or new State facilities. Because of building access, building environment and security issues, it will be necessary for the contractor to work with ADS-Telecommunications staff, BGS Maintenance & Security staff and the end user site contact to arrange access to the various state buildings where work is to be performed. The contractor shall be required to contact the BGS District Facility Manager in each District to review the work, including any cutting and patching before performing any work. The contractor may be turned away from working in a building if prior contact was not made and at no expense to the State.

1.3.4. Contractor acknowledges that security procedures in some State buildings require a background clearance be performed on any contractor working inside the building, prior to beginning work. Projects at, but not limited to, Correctional Facilities, Courthouses, and Public Safety buildings may all require clearances.

1.3.5. Contractors shall submit an invoice for services and equipment to ADS or BGS based on who requested the work, which will coordinate completion of all work orders and generate payment to the contractor. The end customer who submitted the work order request will then be billed by ADS or BGS via the state internal accounting system.

1.3.6. Work shall be issued to the Contractor through sequential work orders for each separate project. For work orders estimated to be $10,000 or higher a Request for Quote (RFQ) from the State contracted contractor pool will be requested. Scope of the site requirements via a walk through, meeting with the requestors to review plans and general open questions will be scheduled on an as needed basis. The quote deemed to fit the requirements of the end user department requesting the work order will be chosen by the agency or department

representative responsible for the final payment of the work to be performed, i.e. the department ADS will bill at the work order closure

1.3.7. Services may be issued on a time and material basis or a fixed price/lump sum basis.

1.3.8. For project bid on a lump sum basis, a written statement of work (SOW) RFP will define the evaluation criteria to be used for award. Award shall be made in the best interest of the State in consideration of the evaluation criteria for the specific RFP.

1.4. If generations of Change Orders to the original Scope of Work are necessary, a Change Order Form shall be submitted and approved by both the contractor and end user (or the Agency of Digital Services), prior to changes in the Scope of Services being made.

1.5. Subcontractors shall require prior approval of ADS Telecommunications Director and BGS Security before they can perform duties as part of the contract.

1.6. The contractor shall furnish supplies and equipment for all work performed. Contractor's equipment shall be of the size and type suitable for accomplishing the various phases of work described herein. Equipment considered by the contract coordinator to be improper or inadequate for this purpose shall be removed from the job and replaced with satisfactory equipment.

1.7. All unclaimed articles found in or about the work areas by the contractor shall be turned in immediately to the State of Vermont Contract Coordinator, giving location where article was found.

1.8. The contractor shall, at no additional cost to the State, repair furnishings, equipment, facilities or other property of the State damaged by the contractor. Determination of the need for and extent of any repair work is at the sole discretion of the State of Vermont Contract Coordinator.

1.9. The contractor shall at all times provide adequate supervision of his employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract. The contractor shall have a responsible and properly licensed supervisor on the job at all times when the work of the contract is being carried out.

1.10. Any damage to the State's equipment, the contractor at no additional cost shall repair furnishings, facilities or other property of the State. Determination of the need for and extent of any repair work is at the sole discretion of the State of Vermont Contract Coordinator.

1.11. The contractor and his employees shall be subject to all applicable State and Federal regulations for the conduct of personnel.

1.12. All supplies, equipment and machines shall be kept free of traffic lanes or other areas, which might be hazardous. All dirt and debris resulting from the work under this contract shall be disposed of at the end of each day.

1.13. **SITE SUPERVISION:**

1.13.1. The contractor shall provide adequate supervision of his/her employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract. The contractor shall have a responsible supervisor on the job at all times when the work of the contract is being carried out.

1.13.2. The Contractor's site supervisor is responsible for communication with the State's representatives and agrees to meet with the Contract Coordinator at the site on a weekly, or as needed, basis to discuss any mutual problems, ideas, or concerns related to the project.

1.13.3. The contractor and his/her employees shall be subject to all applicable State and Federal regulations for the conduct of personnel.

1.13.4. The Contractor shall provide adequate supervision of his/her subcontractors and their employees at all times.

1.14. **WORKMANSHIP AND MATERIALS:**

1.14.1. Contractor agrees to furnish all supervision, labor, transportation, materials, tools and equipment necessary to complete the service. Contractor's equipment shall be of the size and type appropriate for completing the various types of work described in the Scope of Work for each project. Equipment considered by the Project Manager to be improper or inadequate for this purpose shall be removed from the site and replaced with satisfactory equipment.

1.14.2. The Contractor guarantees, even though not specifically described in this Contract or otherwise, that materials shall be of the best quality, that work shall be done in a professional manner, and that all aspects of the project shall be delivered in good working order, complete and perfect in every respect, and that all systems and materials necessary to make the project completely operating as contemplated by the Scope of Work for the project and shall be included in the contract price.

1.14.3. All supplies, equipment and machines shall be kept free of traffic lanes or other areas that may be hazardous. All dirt and debris resulting from the work under this contract shall be disposed of at the end of each day or at the completion of work.

1.14.4. The contractor shall, at no additional cost to the State, repair furnishings, equipment, facilities or other property of the State damaged by the contractor. Determination of the need for, and extent of, any repair work is at the sole discretion of the BGS Project Manager.

1.14.5. All materials, equipment, sizes, capacities and installation of electrical work shall conform to the latest requirements of the National Electrical Code, National Electrical Safety Code, the National Electrical Manufacturers Association, the board of Fire Underwriters, the Underwriter's Laboratories, Inc., the Institute of Electrical and Electronics Engineers, the prevailing State and Local Electrical Codes and TIA/EIA 568 Telecommunications standard.

1.14.6. Contractor shall secure and pay for all permits and inspections required by any of the foregoing authorities. The electrical inspection shall be made and approved by the State and/or Local authority having jurisdiction. Copies of any permits obtain by the Contractor shall be submitted to the BGS Maintenance District Facility Manager before starting any work and copies of the final inspection before final payment is made.

1.14.7. All electrical work shall be performed by duly licensed electricians who are qualified to do such work, and who are normally engaged in this type of work and of sufficient number to perform the required services efficiently and in a manner satisfactory to the Contract Coordinate or. Because of the complexity of the electrical work, unskilled labor is not permitted.

1.14.8. Contractor shall provide labeling, As-Built drawings and updated panel schedules to the ADS Telecommunications Section, BGS Security Division and BGS Maintenance District Facility Manager before final payment is made.

1.14.9. Contractor shall obtain prior written approval from the contract coordinator for Subcontractors before Subcontractors can perform duties as part of the contract.

2. **DETAILED REQUIREMENTS:**

2.1. **STANDARDS AND CERTIFICATIONS:** Ortronics termination hardware is preferred for workstation voice/data outlets and patch panels. If a different brand is used this shall be noted in the quote. The Contractor shall agree to follow the Information Transport System Infrastructure Standard and perform work consistent with all other applicable industry standards as they may be updated throughout the contract period. Contractor shall be certified by the manufacturer for any installation involving hardware that requires specific certification.

2.2. **EXAMPLES OF WORK TASKS**: Depending on the size and complexity of the specific project, as required in a specific work order, the contractor may be expected, at a minimum, to perform the following tasks:

2.2.1. Estimate travel time

2.2.2. Site survey/initial job walkthrough.

2.2.3. Cable design/path.

2.2.4. Project planning and scheduling

2.2.5. Regularly attend (or participate by telephone conference) at project planning and status meetings

2.2.6. Written estimate

2.2.7. Project Tracking and Reporting

2.2.8. Material purchase (unless otherwise noted)

2.2.9. Cable installation per Information Transport System Infrastructure Standard

2.2.10. Cable and Jack labeling per the Information Transport System Infrastructure Standard.

2.2.11. Cable testing per the Information Transport System Infrastructure Standard.

2.2.12. Installation and replacement of CCTV, intrusion detection and card access devices.

2.2.13. Installation of complete CCTV, intrusion detection and card access systems.

2.2.14. Generation of Change Orders and associated costs in relation to the original Scope of Work (if necessary)

2.2.15. Site clean-up

2.2.16. Job Walkthrough for Acceptance and creation of "Punch List"

2.2.17. Scheduling and implementation of Punch List items

2.2.18. Final walkthrough for Acceptance/Sign-off

2.2.19. Billing

2.3. **HOURS:** Hourly schedules for any project under this Contract may be altered at the sole discretion of the State. Requirements may change in occupancy of the building, or operations of departments. Such change in requirements may be made by the State in the form of expansion or contraction of hourly work schedules.

2.4. **Holidays:** The following days are State Holidays.

New Year's Day

Martin Luther King Day

Presidents' Day

Town Meeting Day

Memorial Day Monday,

Independence Day

Bennington Battle Day

Labor Day

Veterans' Day

Thanksgiving Day

Christmas Day

3. **CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**. The Contractor represents, warrants and covenants that:

3.1. The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.

3.2. There is no pending litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.

3.3. The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.

3.4. The Contractor has adequate resources to fulfill its obligations under this Contract.

3.5. Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

3.6. Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.

3.7. The manufacturer of the termination hardware utilized shall train installers. Contractors shall provide a letter of support and warrantee documentation from the manufacturer on the cabling termination hardware used.

3.8. Installers shall provide ADS with primary and secondary manufacturer's certificates and product warranties for all cable plant components utilized during projects. State of Vermont current cable plant system utilizes Ortronics hardware.

3.9. Installations shall be warranted for at least 1 year beyond substantial completion. All manufacturer warranties should be forwarded to the State.

4. **STATE OF VERMONT INFORMATION TRANSPORT SYSTEM INFRASTRUCTURE STANDARDS**

4.1. All Voice and Data communications installation and repairs shall be ordered through the Agency of Digital Services (ADS) Telecommunications Section. ADS will ensure that the State Wiring Standards are followed and insure coordination within the Department. All State Agencies and Departments shall direct Voice and Data cabling requests to ADS Telecommunications Section.

4.2. Backbone networks for voice and data (including CAT 6, CAT-5E and fiber optics) shall be designed and installed according to National Standards including ANSI TIA/EIA 568and BICSI, so building infrastructure will meet the needs any state tenant that might move into the space.

4.3. Cabling Contractors are to accept Voice and Data cabling requests only from the ADS Telecommunications Section

4.4. All Security installation and repairs shall be ordered through the Department of Buildings & General Services (BGS) Office of Security. BGS will ensure that the State Wiring Standards are

followed and insure coordination within the Department. All State Agencies and Departments shall direct all security requests shall go through BGS Office of Security

4.5. Contractor are to accept security cabling requests only from the BGS Office of Security.

4.6. INSTALLATION REQUIREMENTS

4.6.1. All new TDM voice communications cabling systems installations shall utilize CAT-5E components. Terminations shall be in CAT-5E or CAT6 Outlets and on " patch panels". Cable shall be gray.

4.6.2. All new data communications cabling systems installations including VoIP Locations shall utilize CAT-5E or CAT 6 components. Terminations shall be in 24 or 48 port patch panels depending on project requirements and the 4-pair CAT-5E and CAT 6 data communications cable shall be green.

4.6.3. Cabling system installations and components shall conform to all applicable ANSI TIA/EIA 568& BICSI standards. The pin-out for all 8 position terminations shall utilize the T568B configuration.

4.6.4. Multi-mode Fiber Optic cable shall be used where distances and bandwidth requirements dictate. This is normally any distance beyond 100 meters or any connection between buildings with different power sources. The state is transitioning from using 62.5 micron to 50 micron fiber optic cable. It is imperative that this be discussed on each order.

4.6.5. A minimum of six strand multimode fiber-optic cables terminated in locked metal distribution boxes shall be used in all installations. Strands shall be terminated with type of connectors in the work order. The choice of loose or tight tube buffered cable and the type of jacket shall be based on the environment in which the cable is to be installed.

4.6.6. Single-mode Fiber Optic cable shall be used where distances and bandwidth requirements dictate. This is normally any distance beyond 500 meters or any connection between buildings with different power sources.

4.6.7. A minimum of six strand single-mode fiber-optic cables terminated in locked metal distribution boxes shall be used in all installations. Strands shall be terminated with the connectors specified in the work order. The choice of loose or tight tube buffered cable and the type of jacket shall be based on the environment in which the cable is to be installed.

4.6.8. All cable, UTP or fiber-optic cable shall meet building codes for Plenum environment, riser, or horizontal use.

4.6.9. All cable shall be installed, fastened and/or wrapped with the minimum bend radius and minimum jacket removal for CAT5E cabling as well as appear neat and orderly. Installation best practices shall be followed in order to avoid bad test results or ambient noise. Best practices include but are not limited to, routing cables through available cable trays and raceways and never resting on ceiling tiles or attached to ceiling tile hangers.

4.6.10. All cable runs shall be clearly labeled on each end of the cable, on the patch panel and on the outlet as required by all applicable EIA/TIA standards.

4.7. STANDARD CONFIGURATION

A minimum of two (2) data outlets shall be provided at every workstation. Modular outlet systems shall be used.

4.8. TESTING and DOCUMENTATION REQUIREMENTS

Testing and As Built documentation shall be provided on CD-ROM. The following test results shall be delivered to the ADS Telecommunications Section within two weeks of work completion.

4.8.1. Provide certificate of accuracy and/or recalibration report from all equipment used to perform the cable tests.

4.8.2. Perform full electronic testing on all cables with cable scanner reporting the results for the following:

4.8.2.1. Signal to Noise Ratio

4.8.2.2. NEXT, FEXT, ELFEXT, PSELFEXT

4.8.2.3. Ambient Noise

4.8.2.4. Cable Length

4.8.2.5. Wire Map

4.8.2.6. Date of Test

4.8.2.7. All CAT-5E installations shall be tested to meet the 100Mbps standards

4.8.2.8. All CAT 6 installations shall be certified to meet the Gigabit Standards

4.8.3. All multi-mode fiber installations (horizontal and backbone links) shall test link attenuation and optical loss on each fiber bi-directionally at 850 nm and 1300 nm. ADS will confirm test results fall within the acceptance range based on current TIA/EIA requirements, distance metrics and other requirements.

As-built drawing package shall be delivered to the ADS Telecommunications Section within two weeks of work completion and shall include:

4.8.3.1. Copy of or original floorplan with actual location of all modular jacks (station) with identification or numbers clearly labeled.

4.8.3.2. Copy of all change orders or requests executed during the project which impacted the floorplan or cable routes original specifications.

4.8.3.3. Identification of cable routes, backboard design and the use/type of firestop used in horizontal and vertical pathways if included in the design.

4.9. BUILDING CONSIDERATIONS

4.9.1. Telecommunications Closets should be provided on each floor of a building. Closets should be stacked one directly above the other in multi-floor buildings. A minimum of two 4-inch sleeves shall be provided vertically between each closet. Additional sleeves may be required at the discretion of the ADS Telecommunications Manager.

4.9.2. Telecommunications Closets should be centrally located in the building to minimize distance of all horizontal cable runs.

4.9.3. Telecommunications Closets shall be adequately ventilated for all equipment that might be located within. Depending on location and configuration these closets might contain ISDN Power Supplies, UPSs (Uninterrupted Power Sources), Firewalls, Routers, Ethernet Switches, and Local Area Network Servers.

4.9.4. Adequate lighting, shelving, and individual A/C power outlets shall be provided.

4.9.5. Adequate backboard and or floor space for racks shall be provided for mounting telecommunications terminal blocks and Data Communications Patch Panels on the wall or in racks. Backboards shall be ¾ inch plywood painted with gray or white fire-retardant paint.

4.9.6.6. Installations shall conform with size and requirements of the telecommunications closets as determined by the State. Also, prior to installation, Contractor shall consult the Local Telephone Company on cable entrance and termination.

4.9.7. Provide quad outlets at phone jack locations with data connections.

4.9.8. 01-41-13 Codes

4.9.8.1. Buildings shall comply with the current codes:

a) Vermont Fire and Building Safety Code - latest accepted version,

b) International Energy Conservation Code (IECC) - latest accepted version.

c) National Fire Protection Association (NFPA).

4.9.8.2. Information on all State codes is available on the Department of Public Safety, Division of Fire Safety web page at: http://firesafety.vermont.gov/buildingcode.

4.9.8.3. All necessary permits shall be in place prior to construction.

4.9.9. Standard termination drops shall consist of one (1) inch conduit, a four square box, and a single gang mud ring, unless modular furniture is being utilized. Conduit requirements will be dependent on the number of cubicles requested/designed for modular configurations.

5. **Statement of Work Process Overview:**

Participation by Contracting Agency: This Master Agreement may be used by The Agency of Digital Services and The Department of Buildings and General Services (BGS), Safety and Security Division, (each hereinafter a "Contracting Agency") according to the Statement of Work process and other restrictions applicable to Statement of Work Agreements as set forth herein.

5.1. Quoting process

5.1.1. the Contracting Agency will prepare and deliver a Form Statement of Work RFP (SOW-RFP) to the contracted vendors using the form attached hereto as "Attachment D1".

5.1.2. Vendors will then submit proposals within the date and time established by the Contracting Agency.

5.1.3. Following proposal evaluation, in the best interest of the State, the Contracting Agency may enter into a Statement of Work Agreement with the selected vendor. The Contracting Agency will prepare and deliver a Form Statement of Work (SOW) to the contracted vendor(s) using the form attached hereto as "Attachment D2". Vendors will then submit the signed SOW to the Contracting Agency.

5.1.4. The Statement of Work Agreement will be administered by the Contracting Agency.

5.1.5. Projects over $100,000 require Standard Request for Proposals (RFPs). Any State project having an actual or anticipated cost greater than $100,000 may not be executed pursuant to this Master Agreement, and shall instead undergo a formal RFP process.

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this Master Agreement 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 and in accordance with the applicable SOW, up to the maximum allowable amount specified on page 1 of this Master Agreement.

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.
4. All invoices must include the Contract # for this Master Agreement, and the VISION PO # specified on the SOW against which the invoice is submitted.
5. Contractor shall submit invoices to the State in accordance with the schedule set forth in the applicable SOW.. Unless a more particular schedule is provided in an SOW, invoices shall be submitted not more frequently than monthly.
6. All invoices for Voice and Data cabling are to be rendered by the Contractor on the Contractor's standard billhead and forwarded directly to the Contracting Agency as follows:
   - If to the Agency of Digital Services:

     Agency of Digital Services
     Accounts Payable / Telecom
     133 State Street, 5th Floor
     Montpelier, VT 05633-0210

   - If to the Department of Buildings and General Services, Safety and Security Division:

     Dept. of Buildings and General Service
     BGS Security
     6 Baldwin Street
     Montpelier, VT 05633-2101

7. The rates for services performed are as set forth in the below table, and shall be inclusive of all Contractor expenses. Costs for materials shall be as agreed in any SOW hereunder. .

Job Title	Hourly Rate	Hourly Rate for Off-hours, Weekends and State Holidays	Hourly Rate for Emergency Calls (outside State business hours) 4HR min
Technician	$125.00	$187.50	$187.50
Project Manager	$135.00	$202.50	$202.50
Training	$125.00	$187.50	$187.50
Engineering	$145.00	$210.00	$210.00
CAD	$85.00	$127.50	$127.50

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016

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 the 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. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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 in the event that 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.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

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 the 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 the Contract, 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. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, 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 the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, 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 the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR 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.

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 the 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 the 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 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 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

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. Certification Regarding Use of State Funds: In the case that 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.

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

25. 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.

26. 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.

27. 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.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

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. **No Implied Waiver of Remedies:** A 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.

29. 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.

30. 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.

31. 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.

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

(End of Standard Provisions)

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

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

Request for Proposal
Month DD, YYYY

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: (State Agency Contact e-mail)

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".

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.

SCOPE OF WORK

PURPOSE

BACKGROUND

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

REQUIREMENTS:

For this particular request, knowledge requirements include:
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.

For this particular request, Functional requirements include:
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

For this particular request, Non-Functional requirements include:
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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		

CHANGE ORDERS

We do not anticipate the need to make change orders, however, if it becomes necessary, such work must be authorized by the State in writing before such work can proceed and may require an amendment to the SOW Agreement.

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 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: Example of SOW Agreement

FORM STATEMENT OF WORK AGREEMENT

SOW-RFP PROJECT TITLE__XXXXXXXXX Project__
VISION PO #_____
PRE-QUALIFICATION CONTRACT # __XXXXX_____ ("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 Master Agreement. 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. This SOW Agreement shall not in any way amend, conflict with or supersede the Master Agreement and any such provisions of this SOW Agreement which purport to amend, conflict or supersede the Master Agreement shall be void and have no effect. For purposes of this SOW Agreement, the terms and conditions of Attachment C, Attachment A and Attachment B of the Master Agreement, in that order, shall take precedence and supersede in the event of any ambiguity, conflict or inconsistency with the provisions in this SOW Agreement, including any attachments hereto.

. [Applicable to AHS SOW Agreements: This SOW Agreement incorporates Attachment(s) F-I attached to the Master Agreement.]

1. Time for Performance

The term of this SOW Agreement shall begin on _____ and end on _____ (the "Initial Term"). The Initial Term is for a period of **[duration of term]**, and may be extended as the parties may agree. In the event the term of the Master Agreement is not extended beyond [INSERT TERMINATION OF MASTER], this SOW Agreement shall terminate upon the termination of the Master 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 [and Attachments 1, 2, 3 to this SOW Agreement]. These services shall be provided in accordance with the Master Agreement and this SOW Agreement.

In Scope:

XXXXXXXXXX

Deliverables and Services Produced

XXXXXXXXXXX

Phases (Remove or add if not needed)

XXXXXXXXX

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.

XXXXXXXXXXX

SOV Responsibilities (modify as needed)

XXXXXXX

ORGANIZATION (modify as needed)

XXXXXXXX

CHANGE ORDERS

Any change to an SOW Agreement that alters one or more aspects of the Project may require a formal change order. Modifications to Project scope, schedule, deliverables, or cost may require an amendment of the applicable SOW Agreement. While such changes may typically incur additional costs and possible delays relative to the Project schedule, some changes may result in less cost to the State (i.e.; the State decides we no longer need a deliverable in whole or part) or less effort on the part of the Contractor.

Change orders will be developed jointly and every effort will be made to adhere to the project management plan. The Project Manager for the State and the Project Manager for Contractor will decide whether a formal request for a change ("Change Request"), is necessary. If a Change Request is necessary, the Project Manager for requesting party will prepare a Change Request in a form acceptable to the State detailing the effort involved in implementing the change, the total cost or associated savings to the State, of implementing the change, and the effect, if any, of implementing the change on the Project schedule. Once completed, the Change Request will be submitted to the non-requesting party for review. The non-requesting party will make its best efforts to either approve or deny the Change Request in writing within ten (10) business days. No scope of work modifications shall be performed until a change order is executed and approved by the applicable Contracting Agency. In no event shall any delay in the approval or denial of a change request or the execution of a change order constitute a deemed approval by the State.

PAYMENT PROVISIONS (modify as needed)

The maximum amount payable under this agreement is $_____. In no case shall the total amount payable, including any change orders or amendments that may arise, exceed $100,000.

Submit invoices to: State of Vermont, [CONTRACTING AGENCY], [CONTRACTING AGENCY ADDRESS], Montpelier, VT. 05633. **Invoice should include Name of Project and Contract PO which is at top of this Form.**

[The State shall retain 10% of each payment to hold until the satisfactory completion of the Project by the prescribed time and to the satisfaction of the State. Payment of retained fees shall occur [one month after the completion date upon receipt of invoicing from Contractor] [MODIFY AS NEEDED], provided State has accepted all deliverables under this SOW Agreement.]

Payment Terms

Payments to the Contractor shall be made as outlined below:

SERVICES	Date	Amount
Deliverable A		
Deliverable B		
Deliverable C		
Deliverable D		

[ADD IF APPLICABLE]
For services performed at an hourly rate on a time and materials basis, State shall pay Contractor at the rate of $___ per hour, however, total payment for services shall not exceed $_____.

The State shall not be responsible for any expenses of the Contractor.

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.

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