

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract (the “Contract”) for services between the State of Vermont, Office of Purchasing & Contracting (hereinafter called “State”), and Vermont Telephone Company, Inc., with a principal place of business in Springfield, VT, (hereinafter called “Service Provider”). Service Provider’s form of business organization is Corporation. It is Service Provider’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Service Provider 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 Telecommunications, Networking and Internet services. Detailed services to be provided by Service Provider are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by the Service Provider, the State agrees to pay the Service Provider, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$1,000,000.00.

4. **Contract Term.** The period of Service Provider’s performance shall begin on February 15, 2023 and end on February 14, 2025. The Contract Term may be renewed for one additional one-year period at the discretion of the State.

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 the Service Provider.

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, the Service Provider 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, and in accordance with the Early Termination Liability provisions contained herein.

8. **Purchasing Entities.** This Contract may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont State Contract Administrator. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Contract is consistent with its procurement policies and regulations and negotiate supplemental terms necessary to comply with such Additional Purchaser’s requirements. For the avoidance of doubt, non-profit entities are not permitted to purchase under this Contract.

9. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

a. For the Service Provider:

Name: Kristen Brusco

Phone: 802-885-7770

Email: kbruso@vermontel.com

b. For the State:

Name: Frank Costantino

Phone: 802-828-3760

Email: Frank.Costantino@vermont.gov

10. **Attachments.** This Contract consists of 38 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)

“State of Vermont – Federal Terms Supplement (non-construction)”

Attachment D - Information Technology Professional Services Terms and Conditions

Attachment E: Service Level Agreement (“SLA”)

Attachment F: Service Provider’s Work Order Form

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

- (1) Standard Contract
- (2) Attachment D
- (3) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (4) State of Vermont – Federal Terms Supplement (non-construction)
- (5) Attachment E
- (6) Attachment A
- (7) Attachment B
- (8) Attachment F

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: _____

Signature: _____

Name: Jennifer M.V. Fitch

Title: BGS Commissioner

By the Service Provider:

Date: _____

Signature: _____

Name: _____

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Service Provider shall provide the State of Vermont with Telecommunications, Network Data and Internet Services as outlined below.

These services must support the cost effective, highly reliable telecommunications and network infrastructure to meet the current and future needs of the State.

The Service Providers must demonstrate their ability to provide and support network and telecommunications services that improve or optimize existing solutions.

Network:

- The State requires networking connectivity and services to connect State facilities, including datacenters, 3rd party providers, and the internet. Current examples include:
 - Ethernet (Ethernet Virtual Private Line)
 - Internet Connectivity (Ethernet-dedicated Internet Access, coax/cable, fiber, cellular, fixed wireless access, Wi-Fi and Satellite)
 - MPLS
 - VPLS
 - Point to Point
 - Dark Fiber
 - Wave Services (such as 10Gb)
 - Digital Subscriber Line Services (DSL)
 - Cable modem access and equipment
 - Dedicated data circuits – interstate and intrastate (Point to Point)
 - PRI
 - SIP Trunks
 - Public / Guest Wireless Internet
 - SDWAN

Telecommunications:

- The State requires a range of telecom services to support its employees and the services provided to the citizens of the State. Current examples include:
 - ISDN: primary rate
 - Local exchange
 - Traditional Business (POTS) lines
 - Calling card)
 - Centrex
 - Voicemail
 - VoIP
 - Directory assistance: interstate and intrastate
 - Toll services: interstate, intrastate, and international
 - Toll free 8XX Service: switched, interstate and intrastate
 - Pay Phones

Geographic Coverage:

As of November 2022, the following table lists the State's current locations with Service Provider's information regarding services that can provided at those locations.

CURRENT STATE OF VERMONT LOCATIONS		DIA	POTS/VoIP	VoIP
ADDRESS	TOWN	Service	Service	Service
100 Mineral St.	Springfield	X	X	X
56 Main St.	Springfield	X	X	X
700 Charlestown Rd	Springfield	X	X	X
71 Main St.	Springfield	X	X	X
455 N Main	Barre City	X	X	X
1 Hospital Ct	Bellows Falls	X	X	X
991 Rockingham Rd	Bellows Falls	X	X	X
129 Elm St	Bennington	X	X	X
207 South Street	Bennington	X	X	X
2902 Vt Route 102	Bloomfield	X	X	X
3 Case St	Brandon	X	X	X
230 Main Street	Brattleboro	X	X	X
232 Main St	Brattleboro	X	X	X
464 Marlboro Rd	Brattleboro	X	X	X
3529 Vermont 105	Brighton	X	X	X
108 Cherry St	Burlington	X	X	X
11 Elmwood Av.	Burlington	X	X	X
110 Cherry St	Burlington	X	X	X
111 Colchester Ave	Burlington	X	X	X
150 S Winooski Ave	Burlington	X	X	X
175 Main St	Burlington	X	X	X
192 College Street	Burlington	X	X	X
143 Vt Route 141	Canaan	X	X	X
26 Woodside	Colchester	X	X	X
I-89 Exit 16	Colchester	X	X	X
1076 Interstate 91 S	Derby	X	X	X
5800 Interstate 89 S	Georgia	X	X	X
145 Billings Farm Rd	Hartford	X	X	X
1501 Interstate 91 S	Hartford	X	X	X
221 Beswick Dr	Hartford	X	X	X
1393 Green River Dam Rd	Hyde Park	X	X	X
154 Main St	Hyde Park	X	X	X
162 Commonwealth Ave	Hyde Park	X	X	X
212 Fitch Hill Rd	Hyde Park	X	X	X

3588 Main St	Manchester Center	X	X	X
5900 Us Route 4	Mendon	X	X	X
61 Valley View	Mendon	X	X	X
35 Court St	Middlebury	X	X	X
1 National Life Drive	Montpelier	X	X	X
115 State St	Montpelier	X	X	X
12 Baldwin St	Montpelier	X	X	X
13 Baldwin Street	Montpelier	X	X	X
13 Green Mountain Drive	Montpelier	X	X	X
149 State St	Montpelier	X	X	X
32 College Street	Montpelier	X	X	X
89 Main St	Montpelier	X	X	X
121 Lower Main St	Morristown	X	X	X
16 Park St	Morristown	X	X	X
29 Sunset Dr	Morristown	X	X	X
49 Portland St	Morristown	X	X	X
643 Brooklyn Hts	Morristown	X	X	X
74 Portland St	Morristown	X	X	X
197 Harrel St	Morrisville	X	X	X
2305 Laporte Rd	Morrisville	X	X	X
7 Court Street	Newfane	X	X	X
100 Main St	Newport	X	X	X
2559 Glen Road	Newport	X	X	X
2628 Airport Rd.	Newport	X	X	X
4611 Rte 5	Newport	X	X	X
100 Main St	Newport City	X	X	X
1002 Airport Rd	North Clarendon	X	X	X
1628 Route 7B	North Clarendon	X	X	X
31 Knights Pt Rd	North Hero	X	X	X
3677 Us Route 2	North Hero	X	X	X
67 S Windsor St	Royalton	X	X	X
1 Scale Ave.	Rutland	X	X	X
271 North Main	Rutland	X	X	X
60 West St	Rutland City	X	X	X
141 Shamrock Rd	South Burlington	X	X	X
21 Gregory Drive	South Burlington	X	X	X
75 San Remo Dr	South Burlington	X	X	X
27 Federal Street	St Albans	X	X	X
27 Fisher Pond Rd	St Albans	X	X	X
3649 Lower Newton Road	St Albans	X	X	X

680 Lower Newton Rd	St Albans	X	X	X
20 Houghton	St Albans City	X	X	X
58 Harvey Rd	Underhill	X	X	X
103 S Main	Waterbury	X	X	X
177 Reservoir Rd	Waterbury	X	X	X
280 State Drive	Waterbury	X	X	X
43 Randall	Waterbury	X	X	X
46 S Main St	Waterbury	X	X	X
58 S Main	Waterbury	X	X	X
61 Depot St	White River Junction	X	X	X
201 Lawrence Pl	Williston	X	X	X
511 Woodstock Rd	Woodstock	X	X	X
147 Dewey St	Bennington	X	X	X
1563 Walloomsac Rd	Bennington	X	X	X
310 Main St	Bennington	X	X	X
324 Main St	Bennington	X	X	X
1594 Waits River Rd	Bradford	X	X	X
13 Spring Tree Rd	Brattleboro	X	X	X
28 Vernon St	Brattleboro	X	X	X
30 Putney Rd	Brattleboro	X	X	X
41 Harmony Pl	Brattleboro	X	X	X
41 Spring Tree Rd	Brattleboro	X	X	X
50 Park Place	Brattleboro	X	X	X
175 Main Street	Burlington	X	X	X
85 S Prospect St	Burlington	X	X	X
756 Belvidere Rd	Eden	X	X	X
26 Woodside Dr	Essex Town	X	X	X
14 Fish Hatchery Rd	Grand Isle	X	X	X
118 Prospect Street	Hartford	X	X	X
224 Holiday Dr	Hartford	X	X	X
444 Airport Road	Highgate	X	X	X
179 Main St.	Hyde Park	X	X	X
252 Main Street	Hyde Park	X	X	X
156 South Village Green	Middlebury	X	X	X
7 Mahady Court	Middlebury	X	X	X
10 Taylor Street	Montpelier	X	X	X
109 State St	Montpelier	X	X	X
111 State St	Montpelier	X	X	X
112 State	Montpelier	X	X	X
133 State St	Montpelier	X	X	X

575 Stone Cutters Way	Montpelier	X	X	X
58 E State St	Montpelier	X	X	X
660 Elm St	Montpelier	X	X	X
81 River St	Montpelier	X	X	X
6 Hale St	Randolph	X	X	X
1961 Route 106	Reading	X	X	X
101 State Place	Rutland	X	X	X
108 Wales St.	Rutland	X	X	X
25 Evelyn Street	Rutland	X	X	X
83 Center Street	Rutland	X	X	X
88 Merchants Row	Rutland	X	X	X
7 Farrell Street	South Burlington	X	X	X
100 Lake St	St Albans	X	X	X
140 S Main Street	St Albans	X	X	X
17 Church Street	St Albans	X	X	X
2 N Main St	St Albans	X	X	X
142 S Main St	St Albans City	X	X	X
2714 Hathaway Point Rd	St Albans Town	X	X	X
I-89 Exit 10	Waterbury	X	X	X
1330 Westminster Heights Road	Westminster	X	X	X
224 Holiday Drive	White River Junction	X	X	X
324 S Main St	White River Junction	X	X	X
16 Zephyr Rd	Williston	X	X	X
188 Harvest Lane	Williston	X	X	X
208 Hurricane Lane	Williston	X	X	X
289 Hurricane Lane	Williston	X	X	X
3052 Interstate 89 S	Williston	X	X	X
380 Hurricane Lane	Williston	X	X	X
426 Industrial Ave.	Williston	X	X	X
23 Haystack Rd	Wilmington	X	X	X
5 Mount Ascutney State Park Rd	Windsor	X	X	X
546 State Farm Rd	Windsor	X	X	X
1 Abenaki Way	Winooski	X	X	X
100 Vt Route 279 E	Bennington	X	X	X
322 Industrial Lane	Berlin	X	X	X
350 Fisher Road	Berlin	X	X	X
185 Main St	Brattleboro	X	X	X
16 North Ave	Burlington	X	X	X

392 S Prospect St	Burlington	X	X	X
8409 Vt Route 15	Cambridge	X	X	X
189 Troy Avenue	Colchester	X	X	X
259 S Park Dr	Colchester	X	X	X
274 Raymond Rd	Colchester	X	X	X
1846 Route 2	Danville	X	X	X
5 South Main Street	Hartford	X	X	X
102 Court Street	Middlebury	X	X	X
341 Creek Road	Middlebury	X	X	X
416 Cadreact Rd	Milton	X	X	X
5 Green Mountain Dr	Montpelier	X	X	X
145 State St	Rutland	X	X	X
167 State Street	Rutland	X	X	X
56 Howe	Rutland	X	X	X
92 State St	Rutland	X	X	X
109 S Main St	St Albans	X	X	X
5 Lemnah Drive	St Albans	X	X	X
86 N Main	St Albans City	X	X	X
140 Fisher Pond Rd	St Albans Town	X	X	X
9 Crest Rd	St Albans Town	X	X	X
23 Tilton Rd	St Johnsbury	X	X	X
444 Airport Rd	Swanton	X	X	X
3444 Little River Rd	Waterbury	X	X	X
434 Us Route 2	Waterbury	X	X	X
100 Railroad Row	White River Junction	X	X	X
5800 Woodstock Rd	White River Junction	X	X	X
82 Railroad Row	White River Junction	X	X	X
312 Hurricane Lane	Williston	X	X	X
15 Higley Hill Rd	Wilmington	X	X	X
12 The Green	Woodstock	X	X	X
219 North Main	Barre	X	X	X
255 N Main	Barre	X	X	X
20 Auditorium Hl	Barre City	X	X	X
190 Junction Rd	Berlin	X	X	X
551 Lower Pln	Bradford	X	X	X
307 Newton Rd	Brandon	X	X	X
603 Railroad St	Brighton	X	X	X
143 Route 30 S	Castleton	X	X	X

359 South Park	Colchester	X	X	X
394 Hegeman Ave	Colchester	X	X	X
424 Hegeman Ave	Colchester	X	X	X
789 Vt National Guard Rd	Colchester	X	X	X
275 Elm St	Enosburg	X	X	X
189 Colchester Rd	Essex Town	X	X	X
90 Ethan Allen Rd	Jericho	X	X	X
34 Gifford Woods	Killington	X	X	X
124 State Pl	Rutland	X	X	X
4319 East Rd	Shaftsbury	X	X	X
1 Webster Rd	Shelburne	X	X	X
6443 Mountain Rd	Stowe	X	X	X
17 Hillcrest Rd	Walpole	X	X	X
1270 Interstate 93 N	Waterford	X	X	X
158 State Park Rd	Woodford	X	X	X
3985 Us Route 5	Ascutney	X	X	X
180 Industrial Ln	Barre	X	X	X
1979 Airport Rd.	Barre	X	X	X
5 Perry St	Barre	X	X	X
60 Washington	Barre	X	X	X
107 N Main St	Barre City	X	X	X
30 Washington St	Barre City	X	X	X
15 Monument Cir	Bennington	X	X	X
200 Veterans Memorial Dr	Bennington	X	X	X
325 North St	Bennington	X	X	X
359 Bowen Rd	Bennington	X	X	X
530 Main St	Bennington	X	X	X
94 Hatchery Rd	Bennington	X	X	X
1311 Rte	Berlin	X	X	X
1756 Rte 302	Berlin	X	X	X
2178 Airport Rd	Berlin	X	X	X
578 Paine Turnpike North	Berlin	X	X	X
I-91 Info Center	Bradford	X	X	X
32 Cherry Street	Burlington	X	X	X
30 Upper Village Rd.	Chelsea	X	X	X
5 Court St	Chelsea	X	X	X
1002 Airport Rd	Clarendon	X	X	X
382 Hercules Dr	Colchester	X	X	X
400 Us Route 7	Colchester	X	X	X
35 Crawford Rd	Derby	X	X	X
870 Us Rt 5	Dummerston	X	X	X

1000 River Rd	Essex Jct.	X	X	X
111 West Street	Essex Jct.	X	X	X
60 Upper Main St.	Essex Jct.	X	X	X
69 Station Rd	Franklin	X	X	X
75 Courthouse Dr	Guildhall	X	X	X
1235 Broad Brook Rd	Guilford	X	X	X
1122 Vt Route 14	Irasburg	X	X	X
243 Westside Lake Rd	Maidstone	X	X	X
636 Maple Hill Rd	Marshfield	X	X	X
84 Us 4	Mendon	X	X	X
1590 Route 7	Middlebury	X	X	X
467 Airport Rd	Middlebury	X	X	X
30 Bailey Meadows Rd	Middlesex	X	X	X
409 Us Route 2	Middlesex	X	X	X
65 State Street	Montpelier	X	X	X
7 Green Mountain Dr.	Montpelier	X	X	X
63 Professional Dr	Morrisville	X	X	X
247 W Main St	Newport City	X	X	X
280 Seward Rd	Rutland Town	X	X	X
2944 Karen Dr	Rutland Town	X	X	X
96 Airport Rd	Shaftsbury	X	X	X
1302 Brand Farm Dr	South Burlington	X	X	X
4 Market Street	South Burlington	X	X	X
490 Spear St	South Burlington	X	X	X
36 Lake Street	St Albans	X	X	X
1068 Us Route 5	St Johnsbury	X	X	X
1197 Main Street	St Johnsbury	X	X	X
1229 Portland St	St Johnsbury	X	X	X
1270 Route 5	St Johnsbury	X	X	X
1998 Memorial Drive	St Johnsbury	X	X	X
323 Industrial Parkway	St Johnsbury	X	X	X
347 Emerson Falls Rd	St Johnsbury	X	X	X
629 Airport Rd.	Swanton	X	X	X
152 So. Main St.	Waterbury	X	X	X
638 Vt Route 131	Weathersfield	X	X	X
266 Loop Rd	Westfield	X	X	X
74 Battell Dr	Weybridge	X	X	X
221 Beswick Dr.	White River Junction	X	X	X
705 Vt Route 9 E	Wilmington	X	X	X
1640 Us Route 5 N	Windsor	X	X	X

680 North Main St	Alburgh	X	X	X
1067 Glover Rd	Barton	X	X	X
96 Bellwater Ave	Barton	X	X	X
230 Airport Rd. South	Bennington	X	X	X
2011 Route 107	Bethel	X	X	X
1295 Drake Rd	Bomoseen	X	X	X
3576 Lake Dunmore Rd	Brandon	X	X	X
30 Vt Route 65	Brookfield	X	X	X
39 Deer Crossing Ln	Cambridge	X	X	X
4001 N Cambridge Rd	Cambridge	X	X	X
288 Vt Route 114	Canaan	X	X	X
577 Vt Route 4A W	Castleton	X	X	X
634 Point Of Pines Rd	Castleton	X	X	X
4 Vt Route 113	Chelsea	X	X	X
2850 Airport Rd	Coventry	X	X	X
143 Sugar House Rd	Dummerston	X	X	X
386 Scribner Rd	East Calais	X	X	X
18 Village St	East Dorset	X	X	X
35 Emerald Lake Ln	East Dorset	X	X	X
380 Emerald Lake Ln	East Dorset	X	X	X
1876 Vt Route 214	East Montpelier	X	X	X
856 Vt Route 12	Elmore	X	X	X
1356 Prospect St	Fair Haven	X	X	X
1422 W Castleton Rd	Fair Haven	X	X	X
22 Cedar Mountain Rd	Fair Haven	X	X	X
3 North Park Place	Fair Haven	X	X	X
35 Lewis Ln	Fair Haven	X	X	X
787 Kingsland Bay State Park Rd	Ferrisburgh	X	X	X
233 State Pk Rd	Franklin	X	X	X
508 Sodom Rd	Georgia	X	X	X
5200 Interstate 89 N	Georgia	X	X	X
517 Fort Dummer Park Dr	Guilford	X	X	X
687 Airport Rd	Highgate	X	X	X
102 State Park Rd	Island Pond	X	X	X
232 Vt Route 30	Jamaica	X	X	X
48 Salmon Hole Ln	Jamaica	X	X	X
628 Adams Rd	Jamaica	X	X	X
153 Church Street	Jeffersonville	X	X	X
127 Tarbox Rd	Jericho	X	X	X
515 Vt Route 100 N	Killington	X	X	X

158 Derry Woods Rd	Londonderry	X	X	X
1756 Little Pond Rd	Londonderry	X	X	X
91 Route 100 N	Ludlow	X	X	X
31 Kimball Rd	Lunenburg	X	X	X
1700 I-91 South	Lyndonville	X	X	X
1713 Industrial Parkway	Lyndonville	X	X	X
2107 Pudding Hill Rd.	Lyndonville	X	X	X
4952 Vt Route 9	Marlboro	X	X	X
5 Route 4	Mendon	X	X	X
1078 Us Route 2	Middlesex	X	X	X
2490 Ethan Allen Hwy	New Haven	X	X	X
109 Abbott Hill Rd	Newark	X	X	X
249 Industrial Park Road	Newbury	X	X	X
217 N Main St	Newport	X	X	X
2557 Glen Road	Newport	X	X	X
59 Windridge Lane	North Hero	X	X	X
30 Reservoir Rd	Orange	X	X	X
38 Water St	Orleans	X	X	X
317 Academy Rd	Pittsford	X	X	X
3830 Us Route 7	Pittsford	X	X	X
1541 Bartlett Brook Rd	Pomfret	X	X	X
308 Lake Saint Catherine Dr	Poultney	X	X	X
70 Lake Saint Catherine Dr	Poultney	X	X	X
100 Bettis Rd	Randolph	X	X	X
112 S S 89 Rest Access	Randolph	X	X	X
1538 Vt Route 66	Randolph	X	X	X
163 Admin Drive	Randolph	X	X	X
365 Furnace Road	Randolph	X	X	X
487 Furnace St	Randolph	X	X	X
50 Randolph Ave	Randolph	X	X	X
2844 Tyson Rd	Reading	X	X	X
1136 Vt Route 100	Readsboro	X	X	X
135 State Garage Rd	Rochester			
1953 Vt Route 107	Royalton	X	X	X
2011 Vt Route 107	Royalton	X	X	X
4266 Route 14	Royalton	X	X	X
1098 Leland Rd	Salisbury	X	X	X
646 Lake Dunmore Rd	Salisbury	X	X	X
1 Route 89 N	Sharon	X	X	X
2077 Lower Newton Rd	St Albans Town	X	X	X
1016 Route 5	St Johnsbury	X	X	X

107 Eastern Ave	St Johnsbury	X	X	X
1126 Main St	St Johnsbury	X	X	X
1153 Main Street	St Johnsbury	X	X	X
67 Eastern Ave	St Johnsbury	X	X	X
1235 Vt Route 113	Thetford	X	X	X
2755 State Forest Rd	Townshend	X	X	X
6673 Vt Route 100	Troy	X	X	X
752 Vt Route 110	Tunbridge	X	X	X
441 Poker Hill Rd	Underhill	X	X	X
115 River Rd	Waterbury	X	X	X
22 Old Farm Rd	Waterbury	X	X	X
93 Pilgrim Park Rd	Waterbury	X	X	X
90 Betts Bridge Rd	West Pawlet	X	X	X
2777 Saint George Rd	Williston	X	X	X
94 Harvest Lane	Williston	X	X	X
I-89 Exit 12	Williston	X	X	X

Requirements for Ordering.

- a. The Agency of Digital Services (ADS) is responsible for overseeing and incorporating the design, development and installation of flexible cabling infrastructures for all State of Vermont facilities that require voice, data, video and/or multimedia services. The State Contact and ADS Telecommunications shall work closely with the Service Provider and the Agency/Department end users requiring services.
- b. Cabling contractors will accept work requests only from ADS Telecommunications. No department/agency is authorized to contact vendors directly for services required.
- c. There is no designated re-occurring maintenance window. Installation schedules are established through agreements with ADS Telecommunications, contract vendor(s), and department/agency requesting cabling installations, upgrades and/or maintenance.
- d. 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.
- e. During non-business hours (after 4:30 PM and weekends/holidays) will be redirected to Contact Communications, the State's after-hours answering service. Issues requiring immediate action will be forwarded to ADS Telecom standby personnel who attempt to restore services for department/agency locations.
- f. To obtain services please fill out the Work Order Form attached to this contract and submit an Ivanti ticket to the ADS Service Desk.

- g. Orders made under this Contract must include a Purchase Order for the Product and/or Services. Orders funded by federal funds may include additional terms as necessary to comply with federal requirements.
- h. All orders placed under this Contract must include the Contract Number on the Purchase Order.

Work Order Initiation; Integration; and Delays.

Verbal or written orders shall only be accepted from the State's Network Engineering team along with a confirming State of Vermont work order issued after the initial request. All new services and existing services under the applicable Attachments will be ordered either (1) orally; or (2) through e-mail; (3) through Service Provider's on-line portal; or (4) via an Order Form. In any event, it shall be memorialized by the Service Provider in the parties' Workbook, which will be reviewed periodically on a schedule set by the parties and include, without limitation, the Monthly Recurring Charges, Non-Recurring Charges, Location and Quantity (the "Workbook"). All Services in the Workbook will continue for the Contract Term (including any renewals). For the avoidance of doubt, the Workbook is made part of this Contract along with all Attachments and subject to the terms and conditions of this Contract and any applicable schedule. Any estimated installation schedule agreed to by the parties is subject to any unforeseen problems such as crushed conduit, ITC issues, etc., at any particular site, and may result in a delay and charges to the State. Other than payment for amounts due hereunder, neither party is liable for any delay or failure in performance under the Contract (including SLA credits) arising out of a Force Majeure event.

Service Provider Personnel

The Contractor shall provide a dedicated support team that will provide account general management, technical management, sales engineering, order provisioning, end to end installation support and invoicing services support, it being understood that State shall contact Service Provider's applicable support centers for service-related issues (e.g., service interruptions).

Changes in Service Provider Personnel. Service Provider shall use reasonable efforts to make available all

"Key Personnel" (those listed in table directly above) for the entire life of this Contract. Service Provider shall provide the State with written notice should it change any of the Key Personnel. Notwithstanding the foregoing, the State acknowledges that Key Personnel may become unavailable due to termination of employment for any reason, through disability or death, illness, or through leave of absence such as FMLA or National Guard duty for example. In such circumstances, Service Provider shall promptly notify the State in writing of the impending or actual departure of any Key Personnel and of the qualifications and identity of proposed replacement Key Personnel. The State has the right to reasonably disapprove of any replacement Key Personnel.

Control of Service Provider Personnel. Service Provider shall be fully responsible for the management, compensation, and performance of all its employees, and the filing of any and all returns and reports and the withholding and/or payment of all applicable federal, State, and local wage tax, or employment-related taxes, including, but not limited to, income taxes, gross receipt taxes, taxes measured by income, social security taxes, and unemployment taxes for Service Provider and

Service Provider's employees. Notwithstanding the foregoing, Service Provider's employees shall adhere to the State's reasonable policies and procedures, of which Service Provider is made aware while on State premises and shall behave and perform in a professional manner. The State, may, in its reasonable discretion, require Service Provider to replace any Service Provider employee, including but not limited to Key Personnel, working hereunder who does not adhere to, behave, and perform consistent with the State's reasonable policies and procedures or a significant and material personality conflict arises with a Service Provider employee and employee of the State by written notice to Service Provider of the requirement of replacement. Service Provider shall use reasonable efforts to promptly and expeditiously replace Key Personnel and replace all other personnel within thirty (30) days of receipt of the written notice of a failure to comply with the State's reasonable policies and procedures or a significant and material personality conflicts arises with a Service Provider employee and a State employee, unless otherwise mutually agreed.

All intellectual property of each party shall remain with the respective owner(s) and no right, title or interest will transfer to either party as a result of this Contract or the provision or receipt of services hereunder.

State Facilities

During the term of this Contract, the State may make available to Service Provider space in any State facility applicable to the Services, subject to the conditions that Service Provider: (i) other than incidental general Service Provider obligations, shall only use such space solely and exclusively for and in support of the Services; (ii) other than incidental general Service Provider obligations, shall not use State facilities to provide goods or services to or for the benefit of any third party; (iii) shall comply with the leases and reasonable security, use, rules and agreements applicable to the State facilities provided to Service Provider by State in writing; (iv) shall not use State facilities for any unlawful purpose; (v) shall comply with all reasonable policies and procedures governing access to and use of State facilities that are provided to Service Provider in writing; (vi) except as may be required to perform the Services, shall not photograph or record, duplicate, disclose, transmit or communicate any State information, materials, data or other items, tangible or intangible, obtained or available as a result of permitted use of State facilities; and (vii) return such space to the State in the same condition it was in at the commencement of this Contract, ordinary wear and tear excepted.

Early Termination Liability

Any Services that are terminated by the State for convenience within the first twelve (12) months of the Contract Term applicable to such Services will be subject to an early termination fee equal to, but not greater than, (i) the monthly recurring charge applicable to such Service multiplied by the number of months remaining in the first twelve (12) months of the Service Term plus (ii) 100% of any remaining, unpaid custom installation fees.

Termination for convenience of Services, after the first twelve (12) months of the Contract Term, shall not be subjected to the early termination fees outlined above. The State remains responsible to pay for all Services provided up to the date of any termination in one lump sum within thirty (30) days of billing.

For the avoidance of doubt, no early Termination Charges set forth in this Section or elsewhere will apply to a Service that is terminated due to service interruption, as a result of Service Provider's failure to cure a material breach within thirty (30) days of Service Provider's receipt of written notice of such failure, or due to non-appropriation in accordance with Attachment C Section 27.

General Expectations

The Service Provider will be required to attend Monthly Service Support meetings with the Network Engineering personnel. The account should be primarily staffed with individuals dedicated to and preferably based in the State of Vermont. The Service Provider will be expected to present performance statistics, chronic problem situations and status, proactive reviews and solutions, and current project status.

The Service Provider will also be expected to attend bi-weekly (every two weeks) coordination meetings, if requested, where all requested work orders from the State Network Engineering group will be reviewed for completeness, accuracy and status.

The Service Provider shall submit quarterly reports in standard Excel format detailing the State of Vermont accounts active under this Contract. The reports shall be submitted electronically and sent as an attachment to ADS.ITPurchasing@vermont.gov. Reports shall contain accurate information of account numbers, services rendered, service locations and the costs associated with them for the quarter. If there is a change in accounts before the quarter report is due, Service Provider shall send the updated report immediately. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including termination for cause.

<u>Reporting Period</u>	<u>Report Due</u>
January 1 - March 31	April 30
April 1 - June 30	July 31
July 1 - September 30	October 31
October 1 - December 31	January 31

Account Management

The Service Provider must provide a team of representatives to work in conjunction with the State regarding the management of equipment, new installations, service relocations, and functional changes. The team should include members in the following disciplines, all reachable via email and toll-free numbers, with backup resources available in the event of illness or vacation.

Account General Management: Review contract requirements and ensure that all terms and conditions are enforced.

Account Technical Management: Provide general management responsible to ensure continuous network operations and coordinate service installations, moves and changes.

Sales Engineering: Pre-order support staff, knowledgeable in-service engineering consulting, who can provide detailed itemized quotes for all services when requested.

Order Provisioning: Service Provider staff must be available to interpret State work order requests, work with State contacts to define service needs, and complete any necessary documentation for the Service Provider in order to complete the service implementation. Management of installation due dates, service progress and past dated services will be provided by this area.

Installation Support: Service Provider must provide support, personnel, and equipment for end-to-end connectivity, turn-up and operational verification of all services provided by the Service Provider.

Invoice Services Support: The Service Provider must provide financial representatives who can assist the State in understanding the invoicing system and take corrective actions to resolve billing issues.

Maintenance Notification

Scheduled Maintenance: All Service Providers are required to provide a yearly calendar of scheduled maintenance window with reminder notification one week prior to each window.

Customer Notification: The Service Provider shall state its standard customer notification process for planned network maintenance.

Non-critical Maintenance: Non-critical maintenance that does not fall within the published yearly scheduled windows must be communicated to the State two weeks prior to the event.

Planned Maintenance Notification: The State desires a minimum 72-hour advanced notification for planned network maintenance

Emergency Maintenance: The State desires 24-hour notice of emergency maintenance. In all circumstances, the State must receive prior notification and must approve the nonscheduled maintenance.

Redundancy Testing: The State reserves the right to request redundancy testing prior or post any scheduled or non-scheduled maintenance or upgrades.

Availability: The State requests 99.995% availability, excluding scheduled maintenance. Preference is given to those Service Providers that hold to these standards.

Service Order Procedure

Service Installation Process: The State expects service to be installed within the time period quoted on the receipt of the State order. The Service Provider shall be solely responsible for the installation, maintenance, and administrative servicing of all services, during the life of the contract.

Service Testing: The Service Provider shall be responsible for end-to-end testing. Billing for an individual circuit will only start upon the successful completion of the installation and achievement of the service level agreement.

Installation and Coordination and Collaboration: For all services ordered for the State, the Service Provider shall notify and collaborate with the Network Engineering team of the anticipated and actual installation dates along with the appropriate circuit number, installation contact and contact information.

Work Order Initiation: Verbal or written orders should not be accepted from agencies or departments other than the Network Engineering team along with a confirming State of Vermont work order issued after the initial request.

Delivery Times/Repair

Service Delivery Quality Assurance: Service Provider shall ensure that orders shall be tested and fully operational prior to hand-off.

Service Delivery Intervals: Service Provider shall provide its standard turn up interval(s) for designated interconnection points.

Expedited Delivery Process: Service Provider shall explain the applicability of expedite fees for the interconnection service. Service Provider shall provide the options for the State if the standard interval cannot be met, i.e. can the State cancel the order without charge.

Service Procurement or Modification Process: Service Provider shall provide any requirements or procedures to the State to order moves, adds or changes or service disconnect. The Service Provider shall include all required order forms or an on-line portal.

Service Level Guarantees

Service Guarantees: Will be measured on a per unit level basis within each service (i.e. per circuit) with measurement over a monthly interval. These will not be based on a statewide or network wide average.

Technical Performance Service Levels: These will be based on service availability, network latency, throughput, etc. Measurement methodology would be specific to each service and technology.

Service Delivery Performance: These would be based on standard order lead times, service installation and completion dates, testing and documentation provided at service turn-up, formal acceptance testing and verification of service quality, and delivery integrity against order specifications.

Operational Performance Service Levels: These would be based on performance of Mean time to Repair (MTTR) and Mean time Between Failures (based on analysis of trouble tickets) as well as overall problem responsiveness, escalation, and service monitoring.

Invoice Services Levels: These should be based on billing timeliness, accuracy and completeness as well as timely billing corrections and adjustments.

Reporting Requirements: Ensure compliance with monthly reporting requirements including technical performance requirements, service delivery requirements, operational requirements, and billing performance.

Initial Service Performance Validation (Probationary Period): For a fixed time period at the beginning of the contract term for each service, performance will be verified against the SLA requirements. The Service Provider shall be considered in breach of the contract if the agreed upon performance criteria are not met. After the initial validation period, material or frequent violation of the contract service level guarantees must allow for termination of services by the State without further liability. Notwithstanding the foregoing, such termination without liability shall be available only for chronic failure to meet service level guarantees, for which Service Provider is unable to mitigate performance issues.

Data Compliance

In connection with its provision of the Services under this Agreement, the Service Provider shall comply with applicable data security and privacy laws (including any applicable laws pertaining to Service Provider’s handling of Personally Identifiable Information (PII), notification of security breaches, social security number protection. With respect to Service Provider’s Ethernet Dedicated Internet Services, Ethernet Transport Services and Business Internet Services provided hereunder, Service Provider shall adhere to the standards set forth in:

Type of Data	Applicable State & Federal Standards, Policies, and Laws
<input checked="" type="checkbox"/> Publicly available information	<ul style="list-style-type: none"> ▪ NIST 800-171
<input checked="" type="checkbox"/> Confidential Personally Identifiable Information (PII)	<ul style="list-style-type: none"> ▪ State law on Notification of Security Breaches ▪ State Law on Social Security Number Protection ▪ State law on the Protection of Personal Information ▪ National Institute of Standards & Technology: NIST SP 800-53 Revision 4 “Moderate” risk controls ▪ Privacy Act of 1974, 5 U.S.C. 552a.
<input checked="" type="checkbox"/> Payment Card Information	<ul style="list-style-type: none"> ▪ Payment Card Industry Data Security Standard (PCI DSS) v 3.2

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Service Provider will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Service Provider 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 of invoice with all necessary and complete supporting documentation. Invoices shall itemize all work performed during the invoice period, including, as applicable, 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. As applicable, a copy of the notice(s) of acceptance shall accompany invoices submitted for payment.
3. Invoices shall be sent to the address identified on the State Purchasing Entity's Purchase Order and shall specify the address to which payments will be sent. The State of Vermont Contract Number and State Purchasing Entity's Purchase Order Number shall appear on each invoice for all purchases placed under this Contract.
4. Service Provider shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows (promotions offering discounts to following rates may be available throughout the life of the contract):

Springfield In Territory Price Guide					
Service	Speed/Bandwidth	Monthly Recurring Charges			MinimumTerm
POTS/VoIP (Calling features included)	1000 Mbps/1000 Mbps	500 Lines or More \$19.95 per Line	100 Lines or More \$24.95 per Line	10 Lines or More \$30.95 per Line	36 Months
Internet	1000 Mbps/1000 Mbps	\$59.95 Per month per site			36 Months
4G LTE Wireless	Up to 300 Mbps** 250 GB of Data	\$99.95 per month per site			36 Months

Key Sites Out of Territory Price Guide on Net					
Service	Speed/Bandwidth	Monthly Recurring Charges			MinimumTerm
Vo IP	N/A	\$24.95 per Line	Minimum 200 lines \$22.95 per Line	1000 line minimum \$19.95 per Line	36 Months
DI A	100/100 Mbps	\$99.95 per month			36 Months
	500/500 Mbps	\$500.00 per month			
	1 Gbps	\$999.00 per month			
	5 Gbps	\$2,000.00 per month			
	10 Gbps	\$3,000.00 per month			
GigE WAN*	1000/1000 Mbps	\$199.95 per month			36 Months

Non Key Sites Out Of Territory Price Guide On Net					
Service	Speed/Bandwidth	Monthly Recurring Charges			Minimum Term
VoIP	N/A	\$24.95 per Line	Minimum 200 lines \$22.95 per line	20% Discount off	36 Months
				1000 line minimum \$19.95 per Line	
DIA	100/100 Mbps	\$99.95 per month			36 Months
	500/500 Mbps	\$500.00 per month			
	1 Gbps	\$999.00 per month			
	5 Gbps	\$2,000.00 per month			
	10 Gbps	\$3,000.00 per month			
GigE WAN*	1000/1000 Mbps	\$199.95 per month			36 Months
Statewide 4G LTE Wireless Internet					
Service	Speed	Data Allotted	Monthly Recurring Charges		Minimum Term
4G LTE Wireless	Up to 300 Mbps**	250 GB	\$124.95 per month per site		24 Months

*This offer requires a minimum of 39 sites. This needs to be under contract within 90 days.

**LTE speeds pending site surveys at each location.

***Standard advertised business service rates apply for less than 10 lines.

***Long Distance Plan options:

- \$0 MRC, instate long distance: free for the first 1000 minutes per month, then 10 cents per minute thereafter; out of state long distance: 16 cents per minute.
- \$9.95 MRC, instate long distance: free for the first 1000 minutes per month, then 10 cents per minute thereafter; out of state long distance: 10 cents per minute

3. \$19.95 MRC, instate long distance: free for the first 9000 minutes per month, then 10 cents per minute thereafter; out of state long distance: free for the first 1000 minutes permonth, then 10 cents per minute thereafter.

Each option is billed and calculated on a per-account basis. If an option is selected with a monthly charge that monthly charge is billed per account, as are the corresponding minute allowances and rates.

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

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

STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)

for all Contracts and Purchases of Products and Services Using Federal Funds

(Revision date: July 28, 2022)

PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

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

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.

3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General

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

2. Contractor Obligations

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

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

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

4. Negotiation

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

ATTACHMENT D
INFORMATION TECHNOLOGY PROFESSIONAL SERVICES
TERMS AND CONDITIONS (rev. 07/14/2022)

1. OWNERSHIP AND LICENSE IN DELIVERABLES

1.1 Service Provider Intellectual Property. Service Provider shall retain all right, title and interest in and to any work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements and any other intellectual property, tangible or intangible, that has been created by Service Provider prior to entering into this Contract (“Service Provider Intellectual Property”). Should the State require a license for the use of Service Provider Intellectual Property in connection with the development or use of the items that Service Provider is required to deliver to the State under this Contract, including Work Product (“Deliverables”), the Service Provider shall grant the State a royalty-free license for such development and use. For the avoidance of doubt, Work Product shall not be deemed to include Service Provider Intellectual Property, provided the State shall be granted an irrevocable, perpetual, non-exclusive royalty-free license to use any such Service Provider Intellectual Property that is incorporated into Work Product.

1.2 State Intellectual Property. The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Service Provider, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Service Provider hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, “State Intellectual Property”).

Service Provider may not use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Service Provider shall return or destroy all State Intellectual Property and all copies thereof, and Service Provider shall have no further right or license to such State Intellectual Property.

Service Provider acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Service Provider claim any security interest in State Intellectual Property.

2. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

2.1 NOT USED

2.2 Confidentiality of Service Provider Information. The Service Provider acknowledges and agrees that this Contract and any and all Service Provider information obtained by the State in connection with this Contract are subject to the State of Vermont Access to Public Records

Act, 1 V.S.A. § 315 et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the Service Provider, and which gives the Service Provider an opportunity to obtain business advantage over competitors who do not know it or use it.

The State shall immediately notify Service Provider of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Service Provider information. Service Provider may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of being notified of the State's receipt of any such request. Service Provider agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental body or agency compelling its production. Service Provider shall indemnify the State for any costs or expenses incurred by the State, including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Service Provider's attempts to prevent or unreasonably delay public disclosure of Service Provider's information if a final decision of a court of competent jurisdiction determines that the State improperly withheld such information and that the improper withholding was based on Service Provider's attempts to prevent public disclosure of Service Provider's information.

The State agrees that (a) it will use the Service Provider information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Service Provider information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the Service Provider's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Service Provider may affix an appropriate legend to Service Provider information that is provided under this Contract to reflect the Service Provider's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

2.3 Confidentiality of State Information. In performance of this Contract, and any exhibit or schedule hereunder, the Party acknowledges that certain State Data (as defined below), to which the Service Provider may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law or otherwise exempt from disclosure under the State of Vermont Access

to Public Records Act, 1 V.S.A. § 315 et seq (“State Data”). Before receiving or controlling State Data, the Service Provider will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure, and will have provided a copy of such policy to the State.

State Data shall not be stored, accessed from, or transferred to any location outside the United States.

The Service Provider agrees that (a) it will use the State Data only as may be necessary in the course of performing duties or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information; (c) it will not publish, reproduce, or otherwise divulge any State Data in whole or in part, in any manner or form orally or in writing to any third party unless it has received written approval from the State and that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the State’s information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Service Provider will take reasonable measures as are necessary to restrict access to State Data in the Service Provider’s possession to only those employees on its staff who must have the information on a “need to know” basis. The Service Provider shall not retain any State Data except to the extent required to perform the services under this Contract.

Service Provider shall not access State user accounts or State Data, except in the course of data center operations, response to service or technical issues, as required by the express terms of this Contract, or at State’s written request.

Service Provider may not share State Data with its parent company or other affiliate without State’s express written consent.

The Service Provider shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Service Provider or any third-party hosting service of the Service Provider may have access, so that the State may seek an appropriate protective order.

3. SECURITY OF STATE INFORMATION.

3.1 Security Standards. To the extent Service Provider has access to, processes, handles, collects, transmits, stores or otherwise deals with State Data, the Service Provider represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with NIST *Special Publication 800-53* (version 4 or higher) and *Federal Information Processing Standards Publication 200* and designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including

controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Service Provider employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Service Provider networks to external networks; (4) measures to store in a secure fashion all State Data which shall include multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Service Provider systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

3.2 Security Breach Notice and Reporting. The Service Provider shall have policies and procedures in place for the effective management of Security Breaches, as defined below, which shall be made available to the State upon request.

In the event of any actual security breach or reasonable belief of an actual security breach the Service Provider either suffers or learns of that either compromises or could compromise State Data (a “Security Breach”), the Service Provider shall notify the State within 24 hours of its discovery. Service Provider shall immediately determine the nature and extent of the Security Breach, contain the incident by stopping the unauthorized practice, recover records, shut down the system that was breached, revoke access and/or correct weaknesses in physical security. Service Provider shall report to the State: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Service Provider has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Service Provider has taken or shall take to prevent future similar unauthorized use or disclosure. The Service Provider shall provide such other information, including a written report, as reasonably requested by the State. Service Provider shall analyze and document the incident and provide all notices required by applicable law.

In accordance with Section 9 V.S.A. §2435(b)(3), the Service Provider shall notify the Office of the Attorney General, or, if applicable, Vermont Department of Financial Regulation (“DFR”), within fourteen (14) business days of the Service Provider’s discovery of the Security Breach. The notice shall provide a preliminary description of the breach. The foregoing notice requirement shall be included in the subcontracts of any of Service Provider’s subcontractors, affiliates or agents which may be “data collectors” hereunder.

The Service Provider agrees to fully cooperate with the State and assume responsibility at its own expense for the following, to be determined in the sole discretion of the State: (i) notice to affected consumers if the State determines it to be appropriate under the circumstances of any particular Security Breach, in a form recommended by the AGO; and (ii) investigation and remediation associated with a Security Breach, including but not limited to, outside investigation, forensics, counsel, crisis management and credit monitoring, in the sole determination of the State.

The Service Provider agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all applicable State and federal laws, rules or regulations) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification.

In addition to any other indemnification obligations in this Contract, the Service Provider shall fully indemnify and save harmless the State from any costs, loss or damage to the State resulting from a Security Breach or the unauthorized disclosure of State Data by the Service Provider, its officers, agents, employees, and subcontractors.

4. SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES

4.1 General Representations and Warranties. The Service Provider represents, warrants and covenants that:

- (i) The Service Provider 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 Service Provider has been duly authorized by the Service Provider.
- (ii) There is no pending litigation, arbitrated matter or other dispute to which the Service Provider is a party which, if decided unfavorably to the Service Provider, would reasonably be expected to have a material adverse effect on the Service Provider's ability to fulfill its obligations under this Contract.
- (iii) The Service Provider will comply with all laws applicable to its performance of the services and otherwise to the Service Provider in connection with its obligations under this Contract.
- (iv) The Service Provider (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the services as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Service Provider incorporates into its product; and (c) none of the services or other materials or technology provided by the Service Provider to the State will infringe upon or misappropriate the intellectual property rights of any third party.
- (v) The Service Provider has adequate resources to fulfill its obligations under this Contract.
- (vi) Neither Service Provider nor 's Service Provider'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.

4.2 Service Provider's Performance Warranties. Service Provider represents and warrants to the State that:

- (i) 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.

- (ii) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Service Provider will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Service Provider assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.
- (iii) To the extent Service Provider resells commercial hardware or software it purchased from a third party, Service Provider will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Service Provider from Service Provider's warranty obligations set forth herein.

5. PROFESSIONAL LIABILITY AND CYBER LIABILITY INSURANCE COVERAGE

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Service Provider agrees to procure and maintain (a) Technology Professional Liability insurance for any and all services performed under this Contract, with minimum third-party coverage of \$1,000,000.00 per claim, \$2,000,000.00 aggregate. To the extent Service Provider has access to, processes, handles, collects, transmits, stores or otherwise deals with State Data, Service Provider shall maintain first party Breach Notification Coverage of not less than \$1,000,000.00.

Before commencing work on this Contract the Service Provider must provide certificates of insurance to show that the foregoing minimum coverages are in effect.

- 6. REMEDIES FOR DEFAULT.** In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

7. TERMINATION

7.1 Service Provider shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State Data, State Intellectual Property or other State information and materials are to be transferred in connection with termination. Service Provider shall assist the State in exporting and extracting any and all State data, in a format usable without the use of the Services and as agreed to by State, at no additional cost. Any transition services requested by State involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

If the State determines in its sole discretion that a documented transition plan is necessary, then no later than sixty (60) days prior to termination, Service Provider and the State shall mutually prepare a Transition Plan identifying transition services to be provided.

7.2 Return of Property. Upon termination of this Contract for any reason whatsoever, Service Provider shall immediately deliver to State all State Intellectual Property and State Data (including without limitation any Deliverables for which State has made payment in whole or in part), that are in the possession or under the control of Service Provider in whatever stage of development and form of recordation such State property is expressed or embodied at that time.

- 8. DESTRUCTION OF STATE DATA.** At any time during the term of this Contract within thirty days of (i) the State's written request or (ii) termination or expiration of this Contract for any reason, Service Provider shall securely dispose of all copies, whether in written, electronic or other form or media, of State Data according to National Institute of Standards and Technology (NIST) approved methods, and certify in writing to the State that such State Data has been disposed of securely. Further, upon the relocation of State Data, Service Provider shall securely dispose of such copies from the former data location according to National Institute of Standards and Technology (NIST) approved methods and certify in writing to the State that such State Data has been disposed of securely. Service Provider shall comply with all reasonable directions provided by the State with respect to the disposal of State Data.
- 9.** This contract includes provision of broadband Internet access service to the State. Provider hereby certifies that, as required in 3 V.S.A. § 349, except and to the extent it has been granted a waiver from the Secretary of Administration, it is in compliance with the consumer protection and net neutrality standards established in 3 V.S.A. § 348 in providing broadband Internet access service in the State of Vermont.
- 10. SOV Cybersecurity Standard Update 2022-01:** Service Provider confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with *State of Vermont Cybersecurity Standard 22-01*, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at:

<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

ATTACHMENT E: SLA AGREEMENT

As a general rule, Service Provider does not typically enter into SLA agreements. We find that they are burdensome for both the customer to monitor and add another layer of complexity when we are already working to restore service within an outage. Instead, we offer our VTel Service Guarantee, which provides customers with a free month of service, one per calendar year, if they ever thought we could have done a better job in serving them. We rarely have customers invoke this guarantee, but we are always prepared to do so when requested.

As applied to the individual circuit level, the VTel Service Guarantee is predicated on a threshold of 99.98% circuit availability and addresses any downtime, other than due to notified planned/routine and emergency maintenance, with compensatory Service Response Credits (SRC) that are calculated as follows: "Circuit Availability" refers to the percentage of time during a calendar month that a Circuit is available for use by SOV.

Available for use is defined as the time during which there is no Interruption, other than due to notified planned/routine and emergency maintenance. Unavailable means the time during which there is an Interruption. Circuit Availability is calculated on a per Circuit basis as follows: $(1440 \times \text{number of days in the month}) - (\text{number of minutes of Interruption during the month}) / (1440 \times \text{number of days in the month})$ Supplier will not round up the end result of the Circuit Availability calculation to reach the assigned threshold. Circuit Availability Service Response Credits ("SRC"). If the Circuit Availability measurement for a calendar month is less than 99.98%, then Supplier will provide a credit equivalent to % of time unavailable x MRC for the affected circuit.

Maintenance Notifications and Service Availability the availability/uptime guarantee is 99.98%. The protocol for notifying clients of planned service interruptions is through email notifications. Unplanned outage communication is through a mixture of emails and phone calls, depending on the type of outage, and customer notification preferences

In terms of Disaster Recovery, Supplier has 14 telecom offices, spread across 730 square miles, with already-installed redundant power, HVAC and equipment. In the event of a major disaster, our disaster recovery plan includes relocation to another facility not impacted. Additionally, customers who utilize our data back-up service would have their information immediately available through our redundant data storage at our Springfield facility.

Supplier performs regularly scheduled network maintenance on a monthly basis and customer shall be notified by email as follows if maintenance will interrupt service: 72 hours prior to maintenance event for planned regularly scheduled maintenance. Two-week priors or at monthly account support meeting for non-critical maintenance. By phone and email, when possible, for emergency maintenance with Supplier personnel seeking approval, which shall not be unreasonably withheld. Customer may request redundancy testing prior to planned maintenance and post all maintenance events and upgrades.

Point of Demarcation, Customer Premise Access

For each of the Service Offerings described herein, and each State location where Services are to be provided, Service Provider shall identify and communicate to the State the Point of Demarcation (such as, but not limited to, 66 block, ethernet port, or fiber bulkhead) between Service Provider's network and the State's premise wiring and/or Information Technology infrastructure (such as, but not limited to, switches, routers, servers). Service Provider shall

maintain its network and facilities on Service Provider's side of the Point of Demarcation in accordance with the terms of this contract. For work requested by the State beyond the identified Point of Demarcation, Service Provider reserves the right to decline such requests in accordance with Service Provider's responsibility to provide a safe working environment for its employees if the work requested is in such location where Service Provider determines dangerous conditions may exist (including, but not limited to, environmental, mechanical, structural, animal and/or human dangers). If a State requests and Service Provider agrees to provide on premise work beyond the identified Point of Demarcation, the State agrees that access shall be provided in a manner such that the location is free from dangers to Service Provider's employees, contractors and/or designees (including, but not limited to environmental, mechanical, structural, animal and/or human dangers), as reasonably determined by Service Provider. Service Provider, at its discretion, may assist in securing contracted services with a third party for such State premise work requested beyond the Point of Demarcation, at a rate equal to 125% of the billed rate from said Service Provider. Alternatively, the State may secure its own employees or third-party contractor to do this State premise work beyond the Point of Demarcation.

For Service Provider-provided Internet Protocol (IP) based phone systems, Service Provider shall maintain and identify a test point at or near the Point of Demarcation where the State shall test a suspected non-functioning IP phone to determine if the problem is in the phone set or in the State's premise wiring or Information Technology infrastructure prior to the State requesting a replacement device or on-premises work. Service Provider reserves the right to take any required network and/or equipment security measures that Service Provider determines are necessary to protect the Point of Demarcation and/or the associated test point from issues (such as, but not limited to, broadcast storms, routing errors or malfeasance) originating within the State's premise wiring or Information Technology infrastructure.

VTel Network and Telecommunication Service Order Form

Business Name:			Company Contact:		
Billing Address:		City:		State:	Zip:
Physical Address:		City:		State:	Zip:
Phone:		Email:			
Fax:		Billing Email:			

Voice Line/POTS/VoIP Quantity _____	
<i>Voicemail</i>	Yes <input type="checkbox"/>
<i>Caller ID Name & Number</i>	Yes <input type="checkbox"/>
<i>Call Waiting</i>	Yes <input type="checkbox"/>
<i>Auto Attendant</i>	Yes <input type="checkbox"/>
<i>Number Blocking</i>	Yes <input type="checkbox"/>
<i>Anonymous Call Rejection</i>	Yes <input type="checkbox"/>
<i>Selective Call Rejection</i>	Yes <input type="checkbox"/>
<i>Selective Call Acceptance</i>	Yes <input type="checkbox"/>
<i>Return Call to My Previous Caller</i>	Yes <input type="checkbox"/>
<i>Call Forwarding</i>	Yes <input type="checkbox"/>
<i>Priority Ringing</i>	Yes <input type="checkbox"/>
<i>Special Purpose Ringing</i>	Yes <input type="checkbox"/>
<i>Conference Calling</i>	Yes <input type="checkbox"/>
<i>Speed Dialing</i>	Yes <input type="checkbox"/>
<i>Call Hold</i>	Yes <input type="checkbox"/>
<i>Busy Signal Call-Back</i>	Yes <input type="checkbox"/>
<i>Office & Home Intercom</i>	Yes <input type="checkbox"/>
<i>4-Digit Dialing, Callpack</i>	Yes <input type="checkbox"/>

Internet (FTTH Line) Quantity _____	
<i>Bandwidth Required</i>	<input type="checkbox"/> 250 Mbps <input type="checkbox"/> 500 Mbps <input type="checkbox"/> 1,000 Mbps
<i>Static IP Required</i>	Yes <input type="checkbox"/> Required Number _____

P2P Private Line	
<i>Start Address</i>	
<i>End Address</i>	
<i>Bandwidth Requested</i>	
<i>Redundancy Required</i>	Yes <input type="checkbox"/>

Virtual Private LAN Service		
<i>Total Bandwidth Requested</i>		
<i>Location #1</i>	<i>Bandwidth Requested:</i>	<i>Hand-Off Requested (Copper/Fiber (Single/Multi-Mode):</i>
<i>Location #2</i>	<i>Bandwidth Requested:</i>	<i>Hand-Off Requested (Copper/Fiber (Single/Multi-Mode):</i>
<i>Location #3</i>	<i>Bandwidth Requested:</i>	<i>Hand-Off Requested (Copper/Fiber (Single/Multi-Mode):</i>
<i>Location #4</i>	<i>Bandwidth Requested:</i>	<i>Hand-Off Requested (Copper/Fiber (Single/Multi-Mode):</i>

VTel Toll Services:	
<i>Interstate</i>	Yes <input type="checkbox"/>
<i>Intrastate</i>	Yes <input type="checkbox"/>
<i>Toll-Free 8XX</i>	Yes <input type="checkbox"/>

4G/LTE Wireless:
<i>Addresses*:</i>
<i>*Preliminary site survey is required.</i>

Additional Notes: