Office of Purchasing & Contracting
10 Baldwin St [phone] 802-828-2211
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http://bgs.vermont.gov/purchasing

SEALED BID

REQUEST FOR PROPOSAL

FOR

FINANCIAL ADMINISTRATION OF ONGOING BROKER FEES
THIRD PARTY ADMINISTRATOR (TPA)

LOCATION OF BID OPENING: 10 Baldwin Street, Montpelier

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND AMENDMENTS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:

http://bgs.vermont.gov/purchasing/bids

THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK http://bgs.vermont.gov/purchasing/bids **FOR ANY AND ALL NOTIFICATIONS, RELEASES AND AMENDMENTS ASSOCIATED WITH THE RFP.**

PURCHASING AGENT: **John McIntyre**
TELEPHONE: **(802) 828-2210**
E-MAIL: **John.McIntyre@state.vt.us**
FAX: **(802) 828-2222**

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1 Overview and General Information

Overview

The Office of Purchasing & Contracting on behalf of the Vermont Department of Vermont Health Access is soliciting competitive sealed, fixed price proposals (Proposals) for its Financial Administration of ongoing broker fees (the Work) from qualified bidders. If a suitable offer is made in response to this Request for Proposal (RFP), Department of Vermont Health Access may enter into a contract (the Contract) to have the selected bidder (the Contractor) perform all or part of the Work. This RFP provides details on what is required to submit a Proposal in response to this RFP, how Department of Vermont Health Access will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

Structure and Scope of RFP: The successful vendor will offer a financial administration service and process to efficiently compensate brokers according to this new fee schedule for service in assisting Employers and Individuals with the selection and enrollment in any Quality Health Plan offered through Vermont Health Connect, Vermont's federally mandated Health Benefits Exchange (including assisting Individuals in applying for premium tax credits and cost-sharing reductions). Administration of broker fees includes invoicing employers or individuals, collection of fees, aggregation of fees and payment to brokers on a regularly established cycle. The State expects 150-250 brokers will assist an estimated 7,000 employers with 25,000 covered employees. Estimates for individuals using broker services are expected to be approximately 1,000. Total flow-through of broker fees invoiced, collected and paid is estimated to be $4,000,000 – $6,000,000 annually.

With this RFP, the State requests information from qualified vendors capable of performing this financial administration service related to the broker fee processing. The selected broker fee processing vendor will serve individuals and small employers that purchase coverage through the Exchange and who choose to use and pay for the assistance of brokers.

Bidders must submit proposals that address, at minimum, all sections of this RFP. The vendor's response must describe how the broker fee processing solution will meet each of the requirements. Examples of the vendor's solution (e.g., screen shots, notices, invoices, collection process, etc.) should be included in the response, either as part of the body of the response or as appendices to the proposal.

The State expressly reserves the right to award no contracts pursuant to this RFP, in its entirety or in sections. The Contracts awarded pursuant to this RFP will not include minimum guarantees of funding and will include payments based on actual work performed as requested and authorized.

2 Schedule of Events

The expected timetable, including the Proposal Due Date and other important dates, are set forth below. The name of any Vendor submitting a proposal shall be a matter of public record on the Proposal Due Date.

RFP Published	July 11, 2013
Intent to Bid (optional)	August 1, 2013, 4:30 PM
Questions Due	August 2, 2013, 4:30 PM
Answers to Questions Posted	August 8, 2013
Proposals Due, Bid Opening	August 30, 2013 3:00 PM
Finalist Demonstrations	TBD
Independent Review Completed **Following the selection of a proposal for contract award, the selected proposal will be the subject of an independent review before a contract can be completed. The time required for this process is, at a minimum, 3 weeks.**	October 11, 2013 (Estimated)
Notification of Award	October 11, 2013
Contract Negotiation Period	October 11, 2013 – October, 20, 2013
Contract Dates	November 8, 2013– December 31,2014 (Estimated)

2.1 Single Point of Contact

All communications concerning this Request for Proposal (RFP) are to be addressed in writing to the attention of:

John McIntyre, Purchasing Agent
State of Vermont
Office of Purchasing & Contracting
10 Baldwin St
Montpelier, VT 05633-7501

John McIntyre, Purchasing Agent is the sole contact for this proposal. Actual contact with any other party or attempts by bidders to contact any other party could result in the rejection of their proposal.

E-mail Address: ***John.McIntyre@state.vt.us***

2.2 Letter Of Intent (optional)

In order to ensure all necessary communication with the appropriate bidders and to prepare for the review of proposals, an optional letter of intent may to be submitted per bidder. The letter should identify the project for which it is intending to submit a proposal.

Letters of Intent should be submitted by the date specified in Section 2: Schedule of Events to the single point of contact.

2.3 Questions and Answers

Any vendor requiring clarification of any section of this proposal or wishing to comment or take exception to any requirements or other portion of the RFP must submit specific questions in writing no later than date specified in Section 2: Schedule of Events. Questions are to be e-mailed to john.mcintyre@state.vt.us. Clarification of the RFP or any provision of the RFP shall only be available through the last day of the question period. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site http://bgs.vermont.gov/purchasing/bids and the Electronic Bulletin Board website (http://www.vermontbidsystem.com). Every effort will be made to have these available as soon after the question period ends, contingent on the number and complexity of the questions. The State reserves the right to amend this RFP. The State will post any RFP amendments on the Electronic Bulletin Board (http://www.vermontbidsystem.com).

2.4 Demonstration:

A demonstration may be required if it will help the evaluation committee measure the rated factors. Provisions may be made to furnish the contractor with any needed test data and a description of desired outputs. After any discussions for clarifications and the initial evaluation of proposals received, contractors whose proposal receive the highest scores and are determined to be reasonably susceptible for award will be required to provide an on-site demonstration of the proposed solution for the evaluation committee. The State will factor information presented during demonstrations into the evaluation scoring. Contractors will be responsible for all costs associated with the providing the demonstration.

- Date: To Be Determined
- DVHA will provide location and further instruction to selected finalists

Any change to the interpretation of the bid documents resulting from conference will be posted to the Electronic Bulletin Board website on the date specified in Section 2: Schedule of Events.

2.5 Project Phase 1: Planning and Business Analysis

3.1.1 Task 1: Project Kickoff & Planning

Contractor will work collaboratively with the State's project team and project sponsors to schedule and conduct project kickoff meeting work sessions to:

- Develop the project management plan which will establish and communicate the overall project organization and governance, project management control processes and serve as the guiding document for managing the project.
- Determine the critical success factors to successfully complete the project, review all project deliverables and confirm initial project scope.
- Identify project team roles and responsibilities, resource requirements; discuss and confirm project implementation strategy (conversion, configuration, reporting, testing, training, change management).
- Build initial project work plan/schedule with preliminary dates for key project milestones and estimated resource requirements.
- Identify initial project risk factors and develop risk management plan.
- Develop communication plan and schedule for project team meetings.
- Define project status reporting requirements, processes and schedule.

2.6 Project Management

The Contractor shall follow project management methodologies and coordinate with State DVHA Program Lead.

The Contractor will provide a project manager ("PM") and his/her effort will incorporate all the tasks necessary to oversee the project. These tasks include updating Project Plans, assigning staff, scheduling meetings, reviewing status reports, addressing project issues and change orders, and preparing presentations for upper management.

The Contractor shall be responsible to the State's DVHA Program Lead. The Contractor's Project Manager has overall responsibility for the project deliverables, schedule, and successful implementation of the service as planned and all activities of Contractor's resources. The Contractor PM and the State Program Lead will work cooperatively to ensure State project team activities and objectives are planned and performed according to the project plan schedule in place. The State Program Lead is responsible to oversee the Contractor's adherence to contract provisions and the agreed-to project plan, and to ensure appropriate resources are allocated within the State to accomplish the agreed-to objectives. The State Program Lead will be responsible to engage the project executive sponsors as required in the event of any problems or issues needing their intervention.

The Contractor's Project Manager shall be responsible for the successful delivery of all Contractor tasks and subtasks defined in the Project Work Plan. Progress will be monitored, and approach adjusted as necessary in Project Status Meetings. The Project Work Plan (for both State and Contractor tasks) shall be updated by the Contractor, agreed upon and reports printed for each Status Meeting.

Summary of Project Management Deliverables:

- Contractor PM to work with State project team to develop a detailed project workplan.
    - Maintain and update project plan on a regular basis (at least weekly, if not daily).
- Project kickoff meeting.
- Project Charter/Scope document.
- Documented Requirements.
- Project Management Plan (PMP) including testing and training plans.
- Weekly project status reports as defined above.
- Up-to-date project issues log.
- Up to date change log.
- Schedule and facilitate weekly project team meetings.
    - Provide meeting agenda.
    - Provide meeting discussion log, decisions made, action items and update issues and risk logs accordingly.

2.7 Contract/Project Change Orders

Once the fixed price contract has been signed, if there are any changes to the scope of work, a change order must be processed and signed off by the State before any additional work is authorized. The State and the selected Contractor will work together to outline a change control process which will be used to manage changes to the scope of work being performed.

2.8 Staffing

Contractor shall obtain approval in advance by the State of all staff proposed for each project. Contractor shall notify the State in advance and obtain approval of any new staff if staffing changes during a project. If any Contractor staff does not perform up to acceptable or satisfactory standards as documented in the contract or SOW, the State shall inform the Contractor. When so informed, the Contractor shall either replace the staff member(s) with approved staff or take remedial action agreed by the State to ensure staffs are performing at an acceptable standard.

3 Scope of Work – Functional and Technical Requirements

3.1 Project Goal

Recently enacted Vermont legislation – Act 171 of 2012 – made the following changes to the commercial health insurance market in Vermont, all of which will have a direct effect on the Exchange and the broker community:

- Merge the individual and small group markets into a single risk pool;

- Retain the current definition of small employer to include those employers with 50 or fewer employees until January 1, 2016; and
- Require all individual and small group health plans to be offered and purchased solely through the Exchange
- Remove broker commissions from qualified health plan premiums offered on the Exchange
- Establish a new broker fee schedule and payment mechanism to compensate brokers for assisting employers or individuals with enrollment on the Exchange.

3.2 Functional Requirements:

Section 1: Broker Fee Invoicing Generation

The broker fee service will use inputs from the state's eligibility and enrollment system to generate a monthly or quarterly broker fee invoice for individuals and employers (please quote separate costs for either monthly or quarterly invoicing). Broker fees calculated and owed will be based on relevant Exchange census and eligibility on the last day of each month. See Attachment F for detailed broker fee process flowcharts.

Invoices for individuals and employers must include, at minimum, total monthly balance due, itemized amounts due, outstanding broker fee payments due, adjustments, and employer identifying information.

In addition to a description of the vendor's approach to meeting the requirements of this section of the RFP, vendors should also describe their experience generating invoices and collecting payments. Vendors should submit examples of bills generated for other programs and for employers they have implemented that are comparable to the requirements of this RFP.

Section 2: Fee Invoice Delivery and Payment Mechanisms

The vendor must provide individuals and employers with options regarding the manner in which they prefer to pay their broker fees and provide to broker options in which to receive these fees.

Premium bill delivery/notification options should include traditional mail, email, or Web-based delivery. Payment options should include, but are not limited to: check and

electronic funds transfer (EFT). If debit card and credit card methods are possible, please indicate this and break-out special charges for these additional services.

The vendor must demonstrate the ability to issue notifications for late or non-payment of fees (including partial payments).

Responders should demonstrate capabilities in processing payments electronically and through traditional means (i.e., paper checks). Responders will also need to demonstrate their capabilities in providing a consolidated bill reflecting various funding streams applicable to a individuals and employers; providing employers with a single invoice for employees who may be enrolled in QHPs in addition to aggregating payments received, reflected and paid to brokers.

Section 3: Invoice Discrepancy

The discrepancy function should enable the logging, recording and tracking of discrepancies identified and reported by employers, individuals or brokers.

Responders should discuss the proposed solution's ability to track discrepancies, determine their status, log actions taken, and generate correspondence or notifications to members regarding the status and resolution of discrepancies.

Section 4: Payment Reconciliation

The broker fee processing solution must track all payments received from individuals/employers and paid to brokers. These systems must be financially sound and open to audit. As the system of record for broker fee processing, the solution must support reconciliation of payments to ensure that payments reported and payments received are balanced. The broker fee processing solution will receive enrollment data from the State Exchange enrollment system to support the determination of billed amounts, refunds due, and to accurately reconcile broker fee payments. This data will be in the form of a one-way month end electronic report (see Section 8). The State will be the system of record for all enrollment data.

Section 5: Fee Aggregation and Remittance to Brokers

Payments from employers and individuals will be aggregated and remitted to each broker in one payment on a monthly or quarterly basis with line itemization identifying all fees collected, sources of applicable fees and Third Party Administrator (TPA) administration costs deducted.

Section 6: Collection and Processing for Non-Payment

The broker fee processing service must notify individuals and employers when premiums are past due. Rules and processes will be proposed by TPA that cover dunning, grace periods, over and under application of payments, NSF payments, and payments to improper locations. These are to be current best practices of the markets involved. Individuals, employers and employees must be notified according to the defined delinquent payment standards. Respondents should provide information on their capabilities related to determination, notification and collection from individuals and employers for non-payment of invoiced fees.

Section 7: Customer Service

The broker fee processing vendor will be available for inquiries pertaining to broker fee payments. Vendors should describe the manner by which it will respond to inquiries from employers, individual and broker.

Section 8: Information System Requirements

The selected TPA will need to be able to accept enrollee and broker data sent to them from the Vermont Health Benefit Exchange (as described below). This data is necessary source data in which to generate invoices.

TPA Data File (Extract) Specifications for Exchange Broker Designations

- The fields of the file should be of variable length, and be separated by a delimiter (i.e.tabs or commas).
- This file will be a point-in-time status file that provides all information and denotes records that are new or modified since last extract
- Record Status will have three values (“Existing”, “New”, “Modified”) based on the following three cases:
    - Existing – Record has not change since the last extract was processed
    - New – Record has been added since the last extract was processed
    - Modified – Information has been changed in the record since the last extract was processed

Table Layout

Column Name	Data Type
File Date/Time	Date/Time
Previous File Date/Time	Date/Time
Enrollee ID	Number (Integer)
Enrollee Last Name	Text up to 80 characters

Enrollee First Name	Text up to 80 characters
Enrollee Organization	Text up to 80 characters
Enrollee Address 1	Text up to 80 characters
Enrollee Address 2	Text up to 80 characters
Enrollee City	Text up to 80 characters
Enrollee State	Text up to 80 characters
Enrollee Zip Code	Number (Integer)
Employer ID	Number (Integer)
Employer Last Name	Text up to 80 characters
Employer First Name	Text up to 80 characters
Employer Organization	Text up to 80 characters
Employer Address 1	Text up to 80 characters
Employer Address 2	Text up to 80 characters
Employer City	Text up to 80 characters
Employer State	Text up to 80 characters
Employer Zip Code	Number (Integer)
Broker ID	Number (Integer)
Broker Last Name	Text up to 80 characters
Broker First Name	Text up to 80 characters
Broker Address 1	Text up to 80 characters
Broker Address 2	Text up to 80 characters
Broker City	Text up to 80 characters
Broker State	Text up to 80 characters
Broker Zip Code	Number (Integer)
Plan Type	Text up to 80 characters
Invoice Amount	Number (Decimal)
Record Status	Text up to 80 characters

Reporting Requirements of Broker Fee Activity Summaries

- The selected TPA will be expected to produce and supply the State with monthly, quarterly and annual summary reports on broker fee activities.
- These reports will be inclusive of the last day of the reporting period and made available within 5 business days.
- For 2014, these reports are expected to be produced in Microsoft Excel format with data summaries as indicated in the sample reports below. The final report formats will be determined after contracting.
- For 2015 or beyond, TPA should consider the potential requirement to produce reports in a format similar to data extracts referenced above.

Sample Report Requirements:

1) Fee Summary By Broker
    i. List all designated brokers

ii. Number of Employees and Individuals designated per broker
iii. Monthly fees invoiced for each broker
iv. Monthly fees collected for each broker

2) Total Broker Fee Activity by Month
   i. List Total number of all registered brokers
   ii. Indicate % receiving broker fees
   iii. Average monthly fees invoiced for each broker
   iv. Average monthly fees collected for each broker
   v. Total fees invoiced for month
   vi. Total fees collected for month

3) Total Annual Broker Fee Activity
   i. List all designated brokers
   ii. Number of Employees and Individuals per broker
   iii. Annual fees invoiced for each broker
   iv. Annual fees collected for each broker
   v. Total fees invoiced for year
   vi. Total fees collected for year

4) Fee Summary By Employer
   i. List all employers
   ii. Number of Employees and Individuals designated per employer
   iii. Monthly fees invoiced for each employer
   iv. Monthly fees collected for each employer

3.3 Vendor Support:

Vendors must provide a complete description of support to those receiving their financial administration services.

3.4 State's Ownership of Data and Portability Following Contract Termination

The State's information, or any derivatives thereof, contained in any Contractor-owned repository (the "State Data," which shall also be known and treated by Contractor as Confidential Information) shall be and remain the sole and exclusive property of the State. The State shall be entitled to an export of State Data, without charge, upon the request of the State and upon termination of this Agreement. Following contract termination, the State will retain ownership of all database information, including specific client-level data and aggregate data sets.

The Contractor agrees to deliver all data to the State upon the State's request, and the Contractor will possess no lien or other such rights to the data. Data transfer, storage, and retrieval procedures must protect the original data from alteration. The data shall be

delivered in a standard, agreed-upon format by the Contractor for the full range of customer data and will be transmitted to the State through secure means.

The State will have up to six (6) months of full access to State data (client-level data and aggregate data sets) to obtain downloads of all data to a container within the Vermont Agency of Human Services system or another hosted solution before the Contractor can destroy client-level data and aggregate data sets. Once the State has acknowledged in writing to the Contractor's legally appointed representative that all data have been downloaded, the Contractor will destroy all State data and supply the State with a certified affidavit that all data, including backups, have been destroyed in accordance with privacy and security standards.

In the event that the Contractor goes out of business before the end of this agreement, the Contractor agrees to deliver all data to the State upon the State's request, and the Contractor will possess no lien or other such rights to the data. Data transfer, storage, and retrieval procedures must protect the original data from alteration. The data shall be delivered in a standard, agreed-upon format by the Contractor for the full range of customer data and will be transmitted to the State through secure means. The Contractor will ensure that data is not available to any other entities but the State.

4 General Terms and Conditions:

4.1 Invoicing

All invoices are to be rendered by the Contractor on the Contractor standard billhead and forwarded to the State. Details such as name & address will be determined during negotiations. The bidder's proposal must clearly specify the address for submitting payments. All payments are to be based on State of Vermont's acceptance of agreed to, fixed price deliverables. Contractor must specify the address to which payments will be sent and provide a current W-9.

4.2 Confidentiality

All bid proposals and submitted information connected to this RFP may be subject to disclosure under the State's access to public records law. The successful bidder's response will become part of the official contract file. Once the contract is finalized, material associated with its negotiation is a matter of public record except for those materials that are specifically exempted under the law. One such exemption is material that constitutes trade secret, proprietary, or confidential information. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 V.S.A., Ch. 5 Sec. 317, the bidder shall clearly designate the material as such prior to bid submission. The bidder must identify each page or sections of the response that it believes is proprietary and confidential and provide a written explanation with an appropriate cross

reference to the statute relating to each marked portion to justify the denial of a public record request should the State receive such a request. The letter must address the proprietary or confidential nature of each marked section, provide the legal authority relied on, and explain the harm that would occur should the material be disclosed. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered and will be returned to the bidder.

4.3 Contract Requirements

The selected vendor will sign a contract with the State to provide services named in its response, at the prices listed. Minimum support levels, terms, and conditions from this RFP, and the vendor's response, will be drafted as requirements of the contract. This contract will be subject to review throughout its term. **PLEASE NOTE THAT THE STATE WILL NOT ACCEPT THE VENDOR'S STANDARD FORM IN LIEU OF THE STANDARD STATE CONTRACT PROVISIONS.**

4.4 State Terms and Conditions

The State will consider cancellation upon discovery that a vendor is in violation of any portion of the Contract, including an inability by the vendor to provide the products, support, and/or service offered in its response.

The State reserves the right to incorporate standard contract provisions which can be mutually agreed upon into any contract negotiated as a result of any proposal submitted in response to this RFP. These provisions may include such things as the normal day-to-day relationships with the vendor, but may not substantially alter the requirements of this RFP. Further, the successful vendor is to be aware that all material submitted in response to this RFP, as well as the RFP itself, may be incorporated as part of the final contract. This contract will be subject to review throughout its term. If two or more organizations' joint proposal is apparently successful, one organization must be designated as the Prime Bidder. The Prime Bidder will be then State's sole point of contact and will bear sole responsibility for performance under any resulting Contract.

Vendors planning to submit a bid are advised of the following:

1. The State expects the vendor and its legal counsel to carefully review and be prepared to be bound by the ***Standard State Provisions for Contracts and Grants*** outlined in Attachment C.
2. If the vendor wishes to propose an exception to any Standard State Provisions for Contracts and Grants, it must notify the State of Vermont <u>in its cover letter to its response to the RFP</u>. Failure to note exceptions will be deemed to be acceptance of the Standard State Provisions for Contracts and Grants as outlined in Attachment C of the RFP. If exceptions are not noted in the RFP but raised during contract negotiations, the

State reserves the right to cancel the negotiation if deemed to be in the best interests of the State of Vermont.

3. All contracts are subject to review and approval by the Office of the Attorney General and Secretary of Administration.
4. Once awarded, the term of the Contract will be from the contract start date through the term stated in the Contract, plus two additional one year renewals. The State may renew the Contract, subject to and contingent upon the discretionary decision of the Vermont Legislature to appropriate funds for this Contract in each new fiscal year. The State may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of State of Vermont. Vendors should guarantee that its rate offerings, over the term of the Contract, are comparable to other customers of similar size and requirements. If offerings are rendered to a comparable customer which improve the pricing agreed to in the Contract, the vendor agrees to apply those same discounts and offerings to the State.
5. The State of Vermont has no legal authority to indemnify a vendor this condition is not negotiable. Vendors who are not able to legally enter into a contract under these conditions should not submit a bid.
6. Bidders please note **Attachment D, Modification of Customary Provisions:** The insurance requirements contained in Attachment C, Section 7 are modified per Attachment D . *The contractor shall procure and maintain fiduciary liability insurance with limits not less than $1,000.000.*

The successful bidder will be required to complete a non-disclosure agreement.

4.5 Performance Measures

In accordance with current State of Vermont policy and procedures, the contract may include vendor performance measures. The specific performance measures will be determined during the Contract negotiation process.

4.6 Taxes

Most state purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.

4.7 Order of Precedence

The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments.

4.8 Specification Change

Any changes or variations in the specifications must be received in writing from the Office of Purchasing & Contracting. Verbal instructions or written instructions from any other source are not to be considered.

4.9 Amendments

No changes, modifications, or amendments in the terms and conditions of a Contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Contractor.

4.10 Non Collusion

The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.

4.11 Business Registration

To be awarded a contract by the State of Vermont a Vendor must be (except an individual doing business in his/her own name) registered with the Vermont Secretary of State's office http://www.sec.state.vt.us/tutor/dobiz/forms/fcregist.htm and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes http://www.state.vt.us/tax/pdf.word.excel/forms/business/s-1&instr.pdf

4.12 Contract Negotiation

Upon completion of the evaluation process, the State may select one or more Vendors with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State of Vermont. In the event the State is successful in negotiating with a Vendor, the State will issue a notice of award. In the event State is not successful in negotiating a contract with a selected Vendor, the State reserves the option of negotiating with another Vendor.

If the apparently Successful Bidder(s) refuses to sign the contract within ten (10) business days of delivery, the State may cancel the selection and award to the next highest-ranked bidder(s).

4.13 Software License and Maintenance Agreement Requirements

The bidder shall provide –State of Vermont with a Contract or Agreement for any System licenses and maintenance support that is part of the proposed requirements. Failure to provide the license and maintenance agreements as part of the RFP response may result in rejection of the vendor's proposal.

5 Sealed Bid Instructions:

5.1 Bids Submit To

All bids must be sealed and must be addressed to:

John McIntyre,
Purchasing Agent, State of Vermont,
Office of Purchasing & Contracting,
10 Baldwin St.
Montpelier, VT 05633-7501.

BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.

5.2 Sealed Bids Expected By

All bidders are hereby notified that sealed bids must be in the office of the Vermont Purchasing and Contract Administration Division by the time of the bid opening. Bids not in possession of the Purchasing and Contract Administration Division at the time of the bid opening will not be considered, and returned to the vendor.

5.3 Purchasing and Contract Administration

Purchasing and Contract Administration Division may, for cause, change the date and/or time of bid openings or issue an addendum. If a change is made, the State will make a reasonable effort to inform all bidders by posting at: http://bgs.vermont.gov/purchasing/bids.

5.4 Bid Opening

All bids will be publicly opened. Typically, the Office of Purchasing & Contracting will open the bid, read the name and address of the bidder, and read the bid amount. However, the Office of Purchasing & Contracting reserves the right to limit the information disclosed at the bid opening to the name and address of the bidder when, in its sole discretion, the Office of Purchasing & Contracting determines that the nature, type, or size of the bid is such that the Office of Purchasing & Contracting cannot immediately (at the opening) determine that the bids are in compliance with the RFP. As such, there will be cases in which the bid amount will not be read at the bid opening. Bid openings are open to members of the public. Bid results are a public record however, the bid results are exempt from disclosure to the public until the award has been made and the contract is executed.

6 Delivery Methods:

6.1.1 U.S. MAIL: Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received and time stamped by the Office of Purchasing & Contracting prior to the time of the bid opening.

6.1.2 EXPRESS DELIVERY: If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the State until the express delivery package has been received and time stamped by the Office of Purchasing & Contracting.

6.1.3 HAND DELIVERY: Hand carried bids shall be delivered to a representative of the Division prior to the bid opening.

6.1.4 ELECTRONIC: Electronic bids will not be accepted.

6.1.5 FAX BIDS: FAXED bids will not be accepted

7 Vendor Response Content and Format

The State discourages overly lengthy and costly proposals; however, in order for the State to evaluate proposals fairly and completely, Bidders must follow the format set out in this RFP and provide all information requested.

- Number of Copies: Submit an unbound original (clearly marked as such) and five (5) paper copies, one (1) CD-ROM copy and one (1) CD-ROM Redacted Copy
- The bid should include a Transmittal Letter and Technical Response and a separate Pricing Response.

7.1 Cover Letter

7.1.1 Confidentiality

All submittals will be subject to the State's Access to Public Records Law, 1 VSA§ 315 et seq. Subsequent to award of this RFP, all or part of any submittal will be released to any person or firm who requests it. Proposers shall specify <u>in their cover letter</u> if they desire that any portion of their submittal be treated as proprietary and not releasable as public information. **A redacted copy should be included for portions of submittal that is not proprietary.**

7.2 Functional and Technical Requirements

Indicate the ability of the proposed software application to meet the functional and Technical Requirements contained in Sections 4.0.

7.3 Professional Services Requirements

Provide a detailed discussion of your firm's approach to the successful implementation of this project. Also include a proposed work schedule to accomplish all of the required tasks within the desired timeline.

7.4 Corporate Background

7.4.1 Provide details of the company, including company size and resources, details of corporate experience relevant to the proposed project, and a list of other current or recent State projects.

7.4.2 If a contractor intends to use subcontractors, the contractor must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

7.5 Experience, qualifications and references

Contractors must describe the experience of their firm in completing similar projects. Additionally, they must provide information specific to the personnel assigned to accomplish the work called for in this RFP. They must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the title, resume, and description of the type of work the individual will perform about each person listed.

7.5.1 If a contractor intends to use subcontractors, the offer must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

7.5.2 Contractors must provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 3 years. You must include contact names who can talk knowledgeably about performance. The State reserves the right to contact any references provided. The State invites contractors to provide letters of reference from previous clients.

7.6 Financial Requirements:

7.6.1 The contractor shall provide financial information in such a manner that the State can reasonably formulate a determination about the stability and financial strength of the organization. This must include but not be limited to company size, organization, date of incorporation, ownership, number of employees, revenues for the last fiscal year, and, if available, audited financial statements for the most recent 3 years. A current Dun and Bradstreet Report that includes a financial analysis of the firm would fulfill this requirement. A contractor can use an Annual Report as verification of financial status provided it contains at a minimum a Compiled Income Statement and Balance Sheet

verified by a Certified Public Accounting firm. The State reserves the right to contact the accounting firm if questions arise. As an alternative, for those contractors unable to provide audited financial statements or Dun and Bradstreet report, the contractor shall provide tax returns and financial statements including income statements and balance sheets for the most recent 3 years, and any available credit reports.

7.6.2 Disclose any and all judgments, pending or expected litigation, or other real potential financial reversals, which might materially affect the viability or stability of the contractor's organization; or certify that no such condition is known to exist.

7.6.3 A confidentiality statement may be included if this portion is considered non-public information. The State may request reports on financial stability from independent financial rating services in order to further substantiate stability**.**

7.7 Worker's Compensation; State Contracts Compliance Requirement

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

- (a) (1) Bidder is required to self report detailed information including information relating to past violations, convictions, suspensions, and any other information related to past performance and likely compliance with proper coding and classification of employees requested by the applicable agency.

- The bidder is required to report information on any violations that occurred in the previous 12 months.

- (a) (2) Bidder is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

In order for a bidder's response to be considered valid, bidders must complete and submit the following two (2) forms at time of bid:

- Self-Reporting
- Subcontractor Reporting

7.8 Certificate of Compliance:

This form must be completed and submitted as part of the response for the proposal to be considered valid. One copy of the signed Certifications and Assurances, found in the Appendix A, signed by a person authorized to bind your Company to a contract.

7.9 Workers' Compensation; State Contracts Compliance Requirement; Self Reporting:

This form must be completed and submitted as part of the response for the proposal to be considered valid.

7.10 Workers' Compensation; State Contracts Compliance Requirement; Subcontractor Reporting:

This form must be completed and submitted as part of the response for the proposal to be considered valid.

7.11 Offshore Outsourcing Questionnaire:

This form must be completed and submitted as part of the proposal to be considered valid.

7.12 Econometric Modeling Survey Form:

This form must be completed and submitted as part of the proposal to be considered valid.

8 Cost Proposal

The separate Pricing Response must include an original and five (5) paper copies and one (1) CD-ROM copy.

8.1 Costs of Preparation

The contractor shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made. Remember: the proposal must be fixed cost, inclusive of expenses, for specific deliverables. The State generally doesn't enter into time and material contracts.

9 Method of Award

Awards will be made in "the best interest of the State of Vermont". The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time during the first year of the contract if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given to resident bidders of the state and/or to products raised or manufactured in the state.

9.1.1 Evaluation Criteria

In general, bids are awarded based on "the best interest of the State of Vermont".

9.1.2 Evaluation Factors

A. Quality of Bidder's Experience

• Bidder's current and past experience relevant to the tasks defined in the RFP, including descriptions of successful projects, volume of premiums processed and types of markets served.

• Appropriateness of references provided (Bidders must include at least three (3) business references, including the name and address of the organization and name, phone number, and email address of the project administrator most familiar with the bidder's performance).

• Experience working with Vermont and/or other state governments on similar projects, in particular experience with DVHA and other ACA programs.

• Experience administering fee or premium processing with individuals and/or employers.

B. Bidder's Capacity to Perform

• Organizational capacity of the bidder, including subcontractors, as evidenced by organizational charts and descriptions of organizational size and/or back-up capacity.

• Quality of staff assigned to this project, including subcontractor staff, as presented in résumés of key project staff (cost proposal must estimate the number of hours each key person will devote to this project).

• Ability of bidder to meet the project schedule.

TECHNICAL PROPOSAL/PROGRAM SPECIFICATIONS

Responsiveness to Specifications:

• Demonstration that the bidder can ensure that all services will be fully developed in time to meet the go-live date of October 1, 2013.

• Demonstration of understanding of the purpose and scope of the project, addressing each section of the RFP.

• Adequacy of project plan and schedule to meet the implementation deadline and commence operations by October 1, 2013.

• Identification of pertinent project issues and potential problems.

C. Program Cost

Schedule A: Summary Program Costs (Use form Schedule A Cost Proposal Form to itemize your program costs)

• Reasonableness of implementation costs in relation to operations and maintenance costs.

• Fixed O&M costs compared to variable O&M costs.

• Total cost over the lifetime of the engagement.

If the RFP required a minimum amount of experience or qualifications, the State will award no points for meeting the minimum. The State will award points for experience and qualifications that exceed the stated minimums.

The State will not consider any prompt payment discounts terms proposed by the contractor in evaluating cost. The lowest cost proposal will receive the maximum number of points allocated to cost. The State will evaluate the point allocations for cost on the other proposals according to the method set forth in the Proposal Evaluation form attached to this RFP.

If the procedural instructions are not followed, the proposal shall be considered non-responsive. Non-responsive proposals will be eliminated from further evaluation.

10 Submission Checklist:

10.1 Closing Date

The closing date for the receipt of proposals is the date and specified in Section 2: Schedule of Events. Bid must be delivered to:

John McIntyre,
Purchasing Agent, State of Vermont,
Office of Purchasing & Contracting,
10 Baldwin St.
Montpelier, VT 05633-7501.

Proposals or unsolicited amendments submitted after that time will not be accepted and will be returned to the vendor.

The bid opening will be held at Office of Purchasing & Contracting 10 Baldwin St, Montpelier VT05633-7501 and is open to the public.

10.2 Submission Checklist

10.2.1 Hard *Copies* (5) – (Reference 8.1)
10.2.2 Original Unbound *Master* (1) – (Reference 8.1)
10.2.3 Transmittal Letter – (Reference 8.2)
10.2.4 (2) CDs – (Reference 8.1)
10.2.5 References – (Reference 8.8.2)
10.2.6 Standard State Provisions for Contracts and Grants (Reference Attachment C)
10.2.7 Offshore/outsource form – (Reference Attachment B)
10.2.8 Certificate of Compliance – (Reference Attachment A)
10.2.9 License & Maintenance Agreements – (Reference 5.20 if applicable)
10.2.10 Workers' Compensation; State Contracts Compliance Requirement; Self Reporting
10.2.11 Workers' Compensation; State Contracts Compliance Requirement; Subcontractor Reporting
10.2.12 Econometric modeling survey form

10.3 Sealed Bid Instructions

Attachments:

Attachment A: Certificate of Compliance

Attachment B: Offshore Outsourcing Questionnaire

Attachment C: Standard State Provisions for Contracts and Grants (January 8, 2009)

Attachment D: Commodity Purchases Terms and Conditions (if applicable)

Workers' Compensation; State Contracts Compliance Requirement; Self Reporting

Workers' Compensation; State Contracts Compliance Requirement; Subcontractor Reporting

Econometric Modeling Survey Form.

REMEMBER!

ALL NOTIFICATIONS, RELEASES AND AMENDMENTS WILL BE POSTED AT:
http://bgs.vermont.gov/purchasing/bids

THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT WILL BE THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK THIS SITE FOR THE LATEST DETAILS.

Attachment A: Certificate of Compliance

DATE:

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

Taxes: Pursuant to 32 V.S.A. § 3113, bidder hereby certifies, under the pains and penalties of perjury, that the company/individual is 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 as of the date this statement is made. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes.

Insurance: Bidder certifies that the company/individual is in compliance with, or is prepared to comply with, the insurance requirements as detailed in Section 7 of Attachment C: Standard State Contract Provisions. Certificates of insurance must be provided prior to issuance of a contract and/or purchase order. If the certificate(s) of insurance are not received by the Office of Purchasing & Contracting within five (5) days of notification of award, the State of Vermont reserves the right to select another vendor. Please reference the RFP and/or RFQ # when submitting the certificate of insurance.

Contract Terms: The undersigned hereby acknowledges and agrees to Attachment C: Standard State Contract Provisions.

Terms of Sale: The undersigned agrees to furnish the products or services listed at the prices quoted. The Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices; however such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

Form of Payment: Would you accept the Visa Purchasing Card as a form of payment? __ Yes __ No

Insurance Certificate(s): Attached _____will provide upon notification of award _____

Delivery Offered: _____ days after notice of award Terms of Sale: _____
(If Discount)

Quotation Valid for: _____ days Date: _____

Name of Company: _____ Contact Name: _____

Address: _____ Fax Number: _____

_____ E-mail: _____

By: _____ Name: _____
Signature (Bid Not Valid Unless Signed) (Type or Print)

WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT

Self Reporting
Form 1 of 2

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

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

Bidder is required to self report the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification for worker's compensation. The state is requiring information on any violations that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

WORKERS' COMPENSATION STATE CONTRACTS COMPLIANCE REQUIREMENT: Bidder hereby certifies that the company/individual is in compliance with the requirements as detailed in Act 54, Section 32 of the Acts of 2009.

Date: _____

Name of Company: _____ Contact Name: _____

Address: _____ Title: _____

_____ Phone Number: _____

E-mail: _____ Fax Number: _____

By: _____ Name: _____
Signature (Bid Not Valid Unless Signed)* (Type or Print)

*Form must be signed by individual authorized to sign on the bidder's behalf.

RFP/PROJECT:
DATE:

WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT

Subcontractor Reporting
Form 2 of 2

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

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

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

Subcontractor	Insured By		Subcontractor's Sub	Insured By

Date: _____

Name of Company: _____ Contact Name: _____

Address: _____ Title: _____

_____ Phone Number: _____

E-mail: _____ Fax Number: _____

By: _____ Name: _____
Signature (Bid Not Valid Unless Signed)* (Type or Print)

*Form must be signed by individual authorized to sign on the bidder's behalf.

Attachment B: Offshore Outsourcing Questionnaire

Vendors must indicate whether or not any services are or will be outsourced under the terms of any agreement with the State of Vermont. Indicate N/A if not applicable. This is required by the State of Vermont but cannot be used as an evaluation criterion under Federal Law.

Services:

Proposed Service to be Outsourced	Bid Total or Contract Estimate	Represents what % of total Contract Dollars	Outsourced Dollars	Outsourced Work Location (Country)	Subcontractor

If any or all of the services are or will be outsourced offshore, Vendors are required to provide a cost estimate of what the cost would be to provide the same services onshore and/or in Vermont.

Proposed Service to be Outsourced	Bid Total or Contract Estimate if provided Onshore	Bid Total or Contract Estimate if provided in Vermont	Cost Impact	Onshore Work Location	Subcontractor

Name of Bidder: _____ Signature of Bidder: _____ Date: _____

ATTACHMENT C
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

1. **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.

2. **Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.

3. **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.

4. **Appropriations:** If appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement from State revenues.

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, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

   The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. 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 Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

   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.

   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.

7. **Insurance**: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is 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 coverage 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.

General Liability and Property Damage: With respect to all operations performed under the 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 Per Occurrence

$1,000,000 General Aggregate

$1,000,000 Products/Completed Operations Aggregate

$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

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: $1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability*:** Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of ***$____2,000,000_____ per occurrence, and ***$____3,000,000_____*** aggregate.

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

9. **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.

   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. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a single audit is required.

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter 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. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. **Fair Employment Practices and Americans with Disabilities Act**: Party agrees to comply with the requirement of Title 21V.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. Party further agrees to include this provision in all subcontracts.

12. **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.

13. **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.

14. **Child Support**: (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.

15. **Sub-Agreements**: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

16. **No Gifts or Gratuities**: Party shall not give title or possession of any thing 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.

17. **Copies**: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. **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

19. **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.

State of Vermont – Attachment C
Revised AHS – 11-7-2012

ATTACHMENT D
MODIFICATION OF CUSTOMARY PROVISIONS
OF
ATTACHMENT C OR ATTACHMENT F

1. **The insurance requirements contained in Attachment C, Section 7 are hereby modified:**

   The Contractor shall procure and maintain fiduciary liability insurance with limits not less than $1,000,000.

2. **Requirements of other Sections in Attachment C are hereby modified:**

3. **Requirements of Sections in Attachment F are hereby modified:**

4. **Reasons for Modifications:**

APPROVAL:

_____
ASSISTANT ATTORNEY GENERAL

DATE: _____

State of Vermont – Attachment D
Revised AHS – 12-08-09

ATTACHMENT F
AGENCY OF HUMAN SERVICES'
CUSTOMARY CONTRACT PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.

2. **2-1-1 Data Base:** The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org

3. **Medicaid Program Contractors**:

Inspection of Records: Any contracts accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and Inspect and audit any financial records of such Contractor or subcontractor.

Subcontracting for Medicaid Services: Having a subcontract does not terminate the Contractor, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the Contractor or subcontractor's performance is inadequate. The Contractor agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all contracts and subcontracts between the Contractor and service providers.

Medicaid Notification of Termination Requirements: Any Contractor accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

Encounter Data: Any Contractor accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: All contractors and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually

thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP* (Automated Data Processing) *System Security Requirements and Review Process*.

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency**. The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.
5. **Voter Registration**. When designated by the Secretary of State, the Contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

6. **Drug Free Workplace Act.** The Contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.

7. **Privacy and Security Standards.**

   Protected Health Information: The Contractor shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this contract. The Contractor shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

   Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Contractor or subcontractor shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

   Other Confidential Consumer Information: The Contractor agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Contractor agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Contractor shall ensure that all of its employees and subcontractors performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

   Social Security numbers: The Contractor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or

otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).

9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio**)**, pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

    The Contractor shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State.

    If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor's materials.

11. **Security and Data Transfers.** The State shall work with the Contractor to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Contractor of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Contractor to implement any required.

    The Contractor will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Contractor will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. The Contractor will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, the Contractor shall securely delete data (including archival backups) from the Contractor's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. **Computing and Communication:** The Contractor shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Contractor as part of this agreement. Options include, but are not limited to:

    1. Contractor's provision of certified computing equipment, peripherals and mobile devices, on a separate Contractor's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
    2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

    The State will not supply e-mail accounts to the Contractor.

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

14. **Non–discrimination.** The Contractor will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include

sexual harassment, under any program or activity supported by state and/or federal funds.

The Contractor will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

    The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

    Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

    Contractors are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

Attachment F - Revised AHS -12/10/10

Attachment G: Purchases Terms and Conditions

1. Statement of Rights: The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor'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.

2. Responses: Responses must be submitted on, or in accordance with, forms or format requirements provided by the Office of Purchasing & Contracting. Prices and all other information entered on the quote, except signature of vendor, should be typed or printed for legibility. ALL SUBMISSIONS MUST BE SIGNED.

3. Prices: Unless otherwise stated, prices are net and no charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted. Prices quoted for printing are to include printing, binding, wrapping, and packaging. All prices are delivered F.O.B. destination, unless otherwise stated.

4. Taxes: Most state purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.

5. Order of Precedence: The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the vendor’s response and any amendments.

6. Substitution: Unless otherwise stated, vendors may offer substitutes to items identified by a manufacturer’s number or brand. When offering a substitution, vendor must describe any differences and provide technical information that will assist in the evaluation. After an award is made, substitutions are not acceptable unless authorized in writing by the Office of Purchasing & Contracting.

7. Specification Change: Any changes or variations in the specifications must be received in writing from the Office of Purchasing & Contracting. Verbal instructions or written instructions from any other source are not to be considered.

8. Method of Award: Awards will be made under the provisions of 29 V.S.A. § 903. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time during the first year of the contract if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given to resident bidders of the State and/or to products raised or manufactured in the State.

9. Default: In case of default of the contractor, the State may procure the materials or supplies from other sources and hold the contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.

10. Cancellation: The State specifically reserves the right to cancel the contract or any portion thereof providing, in the opinion of its Commissioner of Buildings and General Services, the services or materials supplied by the contractor are not satisfactory or are not consistent with the terms of the contract.

11. Delivery: Liability for product delivery remains with the contractor until the product is properly delivered and signed for in accordance with the Office of Purchasing & Contracting terms and conditions. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Such containers will remain the property of the State unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the contractor.

12. Invoicing: All invoices are to be rendered by the Contractor on the vendor's standard bill-head and forwarded directly to the institution or agency ordering materials or services.

13. Non Collusion: The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.

14. Amendments: 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.

15. Confidentiality: The successful response will become part of the contract file and will become a matter of public record as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.

16. Certification for apparel, footwear, and textiles (sweatshop prohibition): Before commencing work on this contract, the contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of suppliers the contractor will promptly inform the Commissioner of Buildings and General Services of such changes.

RATE SHEET

Company Name:_____

Contract Person for all RFPS:_____

Title:_____

Phone Number:_____

Mailing Address: _____

_____

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APPLICANT INFORMATION SHEET

(To be included in the proposal packet)

**NOTE: This information sheet must be included as the cover sheet of the application being submitted. Be sure to complete this form in its entirety.

Applicant Organization: _____

Contact Person: _____

Title: _____

Mailing Address: _____

Town, State, ZIP: _____

Telephone: _____ Fax #: _____

E-mail Address: _____

Fiscal Agent (Organization Name): _____

FY Starts: _____ FY Ends: _____

Financial Contact Person: _____

Mailing Address: _____

Town, State, ZIP: _____

Telephone: _____ Fax #: _____

E-mail Address: _____

Federal Tax ID Number: _____

Whom should we contact if we have questions about this application?

Name _____ Phone Number _____

Summary of Funds

(to be included in the proposal packet)

Organization Name _____
Fed ID # _____

Summary of Funds received during your current fiscal year
_____ to _____

Source of Funds	Contract/grant total award	Briefly describe activities supported by these funds
Income total		

SCHEDULE A: SUMMARY OF COSTS

COST PROPOSAL FORM

Responders are required to submit a cost proposal that includes: (1) itemized costs to implement the broker fee processing service; (2) itemized fixed operations and maintenance costs; and (3) itemized variable operations and maintenance costs.

In developing your organization's cost proposal, please consider the following:

- Implementation costs for the establishment of the broker fee processing service for Vermont must be itemized based on the work to be performed and the schedule for completion. Implementation costs will be reimbursed as work is completed to the satisfaction of DVHA, and should be aligned with the work schedule and project plan submitted as part of the response to this RFP.
- Do not include implementation costs under fixed or variable operations and maintenance costs, even if implementation costs may occur after the broker fee processing service is in operation;
- Fixed and variable operations and maintenance costs must be itemized;
- Incorporate all costs in the bid;
- Quote separate cost proposals for either monthly or quarterly invoicing
- Identify any key assumptions used in the development of the cost proposal; and
- Clarify any aspects of your organization's proposal or the services that your organization will provide that you think necessary.

Table A. Implementation costs (if any)

Description	**Cost**
Total	

Table B. Fixed Operations & Maintenance (O&M) costs

Option A – Monthly Invoicing (per account per month charge)

Description	**Year 1 (1/2014 – 12/2014)**	**Year 2 (1/2015 – 12/2015)**	
Total Fixed O&M Costs Per Member Per Month			

Option B – Quarterly Invoicing (per account per quarter charge)

Description	**Year 1 (1/2014 – 12/2014)**	**Year 2 (1/2015 – 12/2015)**	
Total Fixed O&M Costs Per Member Per Quarter			

Table C. Variable Operations & Maintenance costs

Option A – Monthly Invoicing (per account per month charge)

Description	**Year 1 (1/2014 – 12/2014)**	**Year 2 (1/2015 – 12/2015)**	
Total Variable O&M Costs Per Member Per Month			

Option B – Quarterly Invoicing (per account per quarter charge)

Description	Year 1 (1/2014 – 12/2014)	Year 2 (1/2015 – 12/2015)	
Total Variable O&M Costs Per Member Per Quarter			

Schedule B Detail of Expenses

In narrative form explain how figures for salary, benefits, phone, mileage, buildings and facilities were determined.

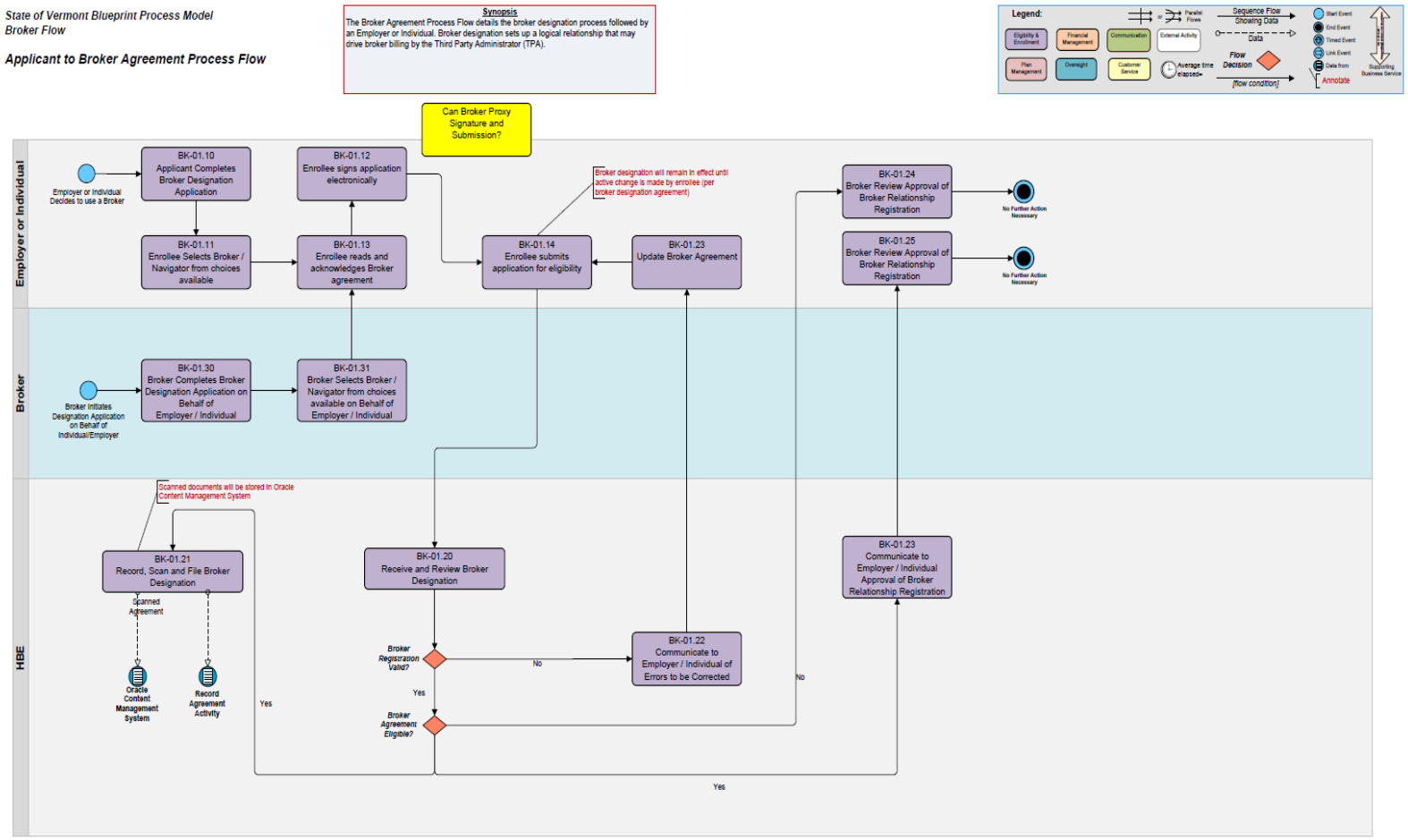
Schedule C Allocation of Expenses

In narrative form, describe your method for allocating your administrative costs.

Schedule D Related Party Disclosure

Please identify all related party relationships including cost purpose and approval process.

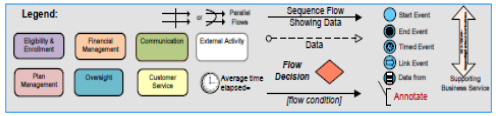
Attachment G: Flow Charts

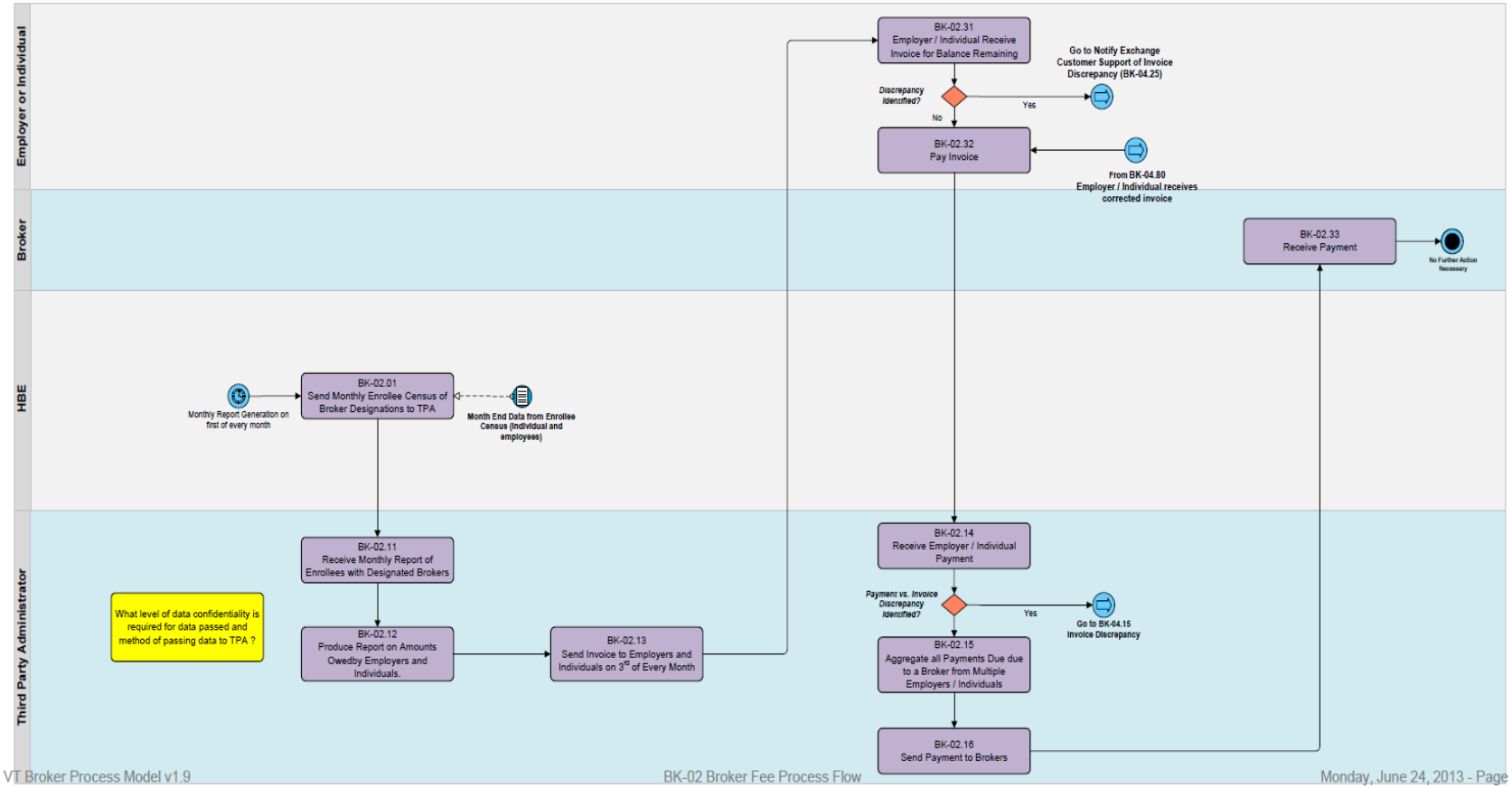


State of Vermont Blueprint Process Model
Broker Flow

Vermont Broker Fee Process Flow

Synopsis
The Broker Fee Process Flow details the method in which broker services are billed back to the Employer or Individual based on the broker relationship and, in the case of an employer, the census.



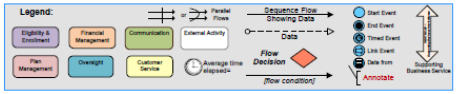


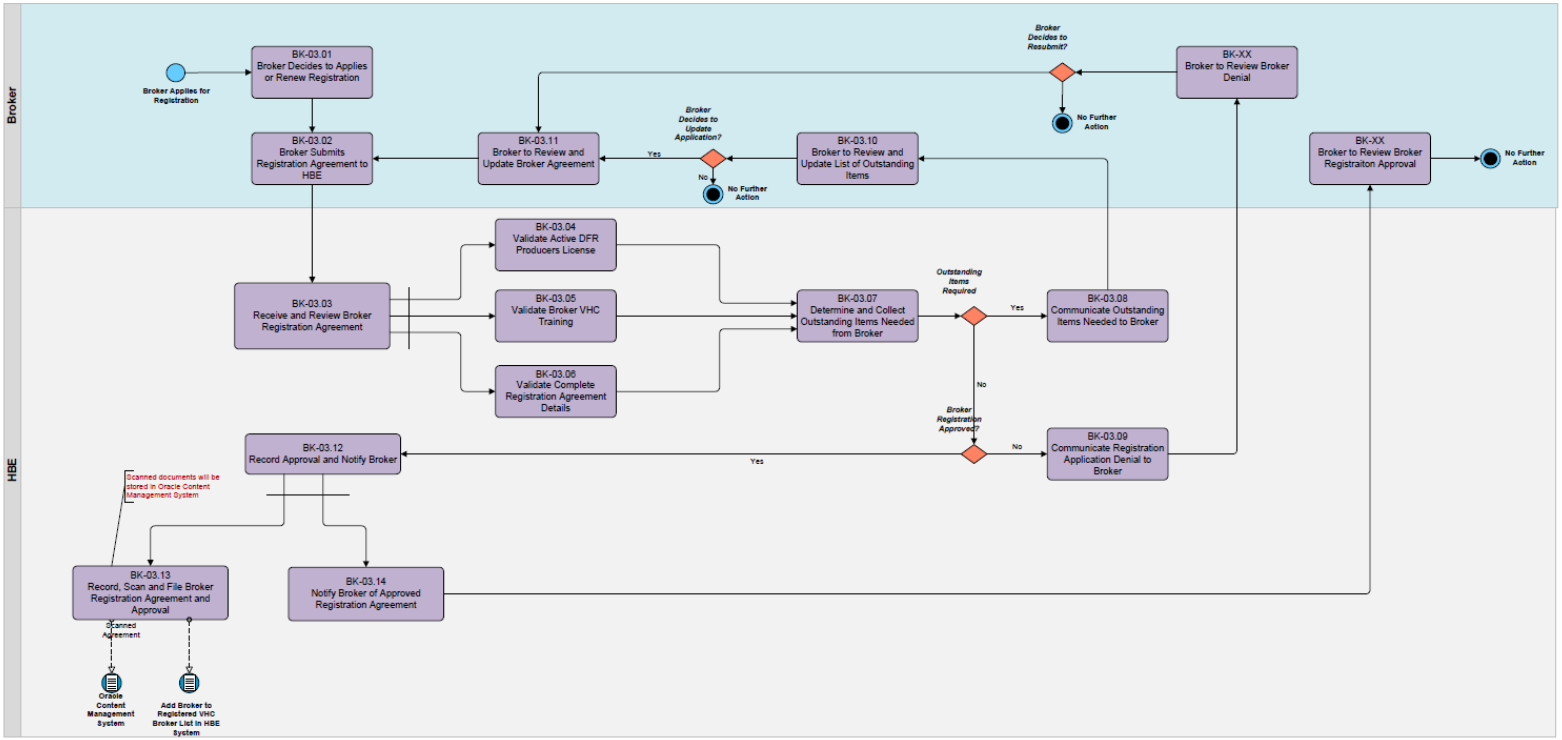
VT Broker Process Model v1.9 BK-02 Broker Fee Process Flow Monday, June 24, 2013 - Page 2

State of Vermont Blueprint Process Model
Broker Flow

Vermont Broker Registration Process Flow

Synopsis:
The Broker Registration with the HBE process flow details the method in which a broker can register for or renew registration to act as a broker for the Health Benefits Exchange.



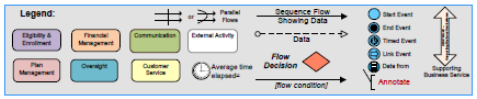


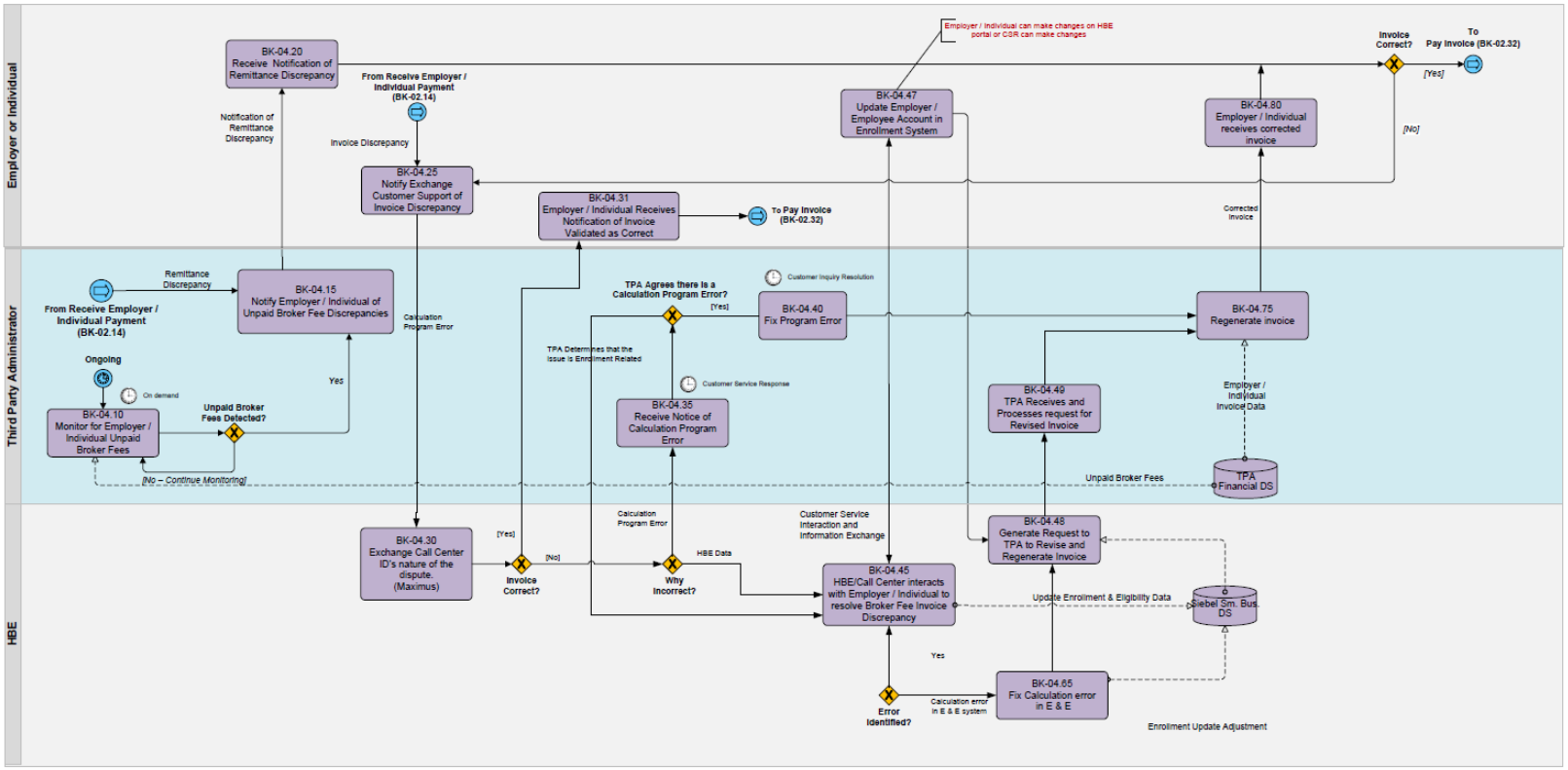
VT Broker Process Model v1.9 BK-03 Broker Registration Monday, June 24, 2013 - Page 3

State of Vermont Blueprint Process Model
Broker Flow

Broker Invoice Discrepancy Process Flow
BK-04

Synopsis
The Broker Invoice Discrepancy Process flow outlines the method in which a discrepancy would be submitted and processed.





Econometric Modeling Questionnaire

For bid amounts exceeding $100,000.00 bidders are required to respond to the questions identified below.

Act 112 of the Acts of 2012, "An act relating to evaluating net costs of government purchasing," requires the Secretary of Administration and the legislative economist to design and implement a pilot project to help measure the net fiscal impact to the state of certain identified purchases. In order to accomplish this goal, we are seeking data on contracts for goods and services to support the econometric evaluation.

Questions have been identified that may assist the state in the data collection process which will ultimately be used for Econometric Modeling. Indicate N/A if not applicable.

1. Vermont-based company?

   Yes: _____ No _____

2. Describe your companies presence in Vermont:

   Description: _____

   _____

3. Indicate number of employees residing in Vermont: _____

4. Indicate percentage (%) of employees residing in Vermont: _____(%)

5. Indicate Vermont payroll for most recent fiscal year: $ _____

6. Indicate percent (%) of total payroll in Vermont: _____(%)

When responding to questions 7 and 8, please indicate: Yes, No, or Not known at time of bid.

7. If Out-of-State Vendor (see Question 1), do you expect to use Vermont subcontractors to fulfill any portion of the Contract? Or, will Vermont be the source of any portion of goods sold? _____

8. If Vermont Vendor (see Question 1), will out-of-state subcontractors or goods sourced outside of Vermont be used to fulfill any portion of the contract? _____

Name of Bidder: _____

Signature of Bidder: _____

Date: _____