

REQUEST-FOR-PROPOSALS

IMPLEMENT AND OPERATE A MEDICAID/REACH UP TRANSPORTATION SYSTEM

Date of Issuance: March 3, 2008

Due Date for Mandatory Letter of Intent: March 14, 2008

Proposal Due Date: April 9, 2008

TABLE OF CONTENTS

SECTION 1: VERMONT CONTEXT	6
1.1 INTRODUCTION	6
1.1.1 Statewide Transportation Data	7
1.1.2 Transportation Procedure Manual	8
1.2 CONTRACT TERM	8
1.3 VERMONT MEDICAID	9
1.3.1 Office of Vermont Health Access	9
1.3.2 Member Services	10
1.3.3 EDS	10
1.4 DIRECTOR OF HOUSING AND TRANSPORTATION	10
1.5 ACRONYMS AND DEFINITIONS	11
1.6 TERMINOLOGY	11
SECTION 2: SCOPE OF WORK	12
2.1 GENERAL REQUIREMENTS	12
2.1.1 Background Checks	13
2.2 MEDICAID TRANSPORTATION	17
2.3 REACH UP TRANSPORTATION	18
2.4 FINANCE AND MANAGEMENT	18
2.5 SUPPORT, BUS PASS PROGRAM, AND TECHNICAL ASSISTANCE	19
2.5.1 Medicaid Bus Pass Program	20
2.6 BENEFICIARY RELATIONS	21
2.7 REPORTING	22
2.8 NO SHOWS	23
2.9 SPECIAL SERVICES TRANSPORTATION	23
2.10 OUT-OF-STATE TRAVEL	23
2.11 STATE DUTIES	23
2.12 MEETINGS	24
2.13 PAYMENT	24
2.13.1 Retainage	25
SECTION 3: GENERAL RFP AND PROCUREMENT INFORMATION	26
3.1 INTRODUCTION	26
3.2 CONTRACT PERIOD	26
3.3 RFP CORRECTIONS AND CHANGES	26
3.4 TITLES NOT CONTROLLING	26
3.5 PROCUREMENT STRATEGY	27
3.6 PROCUREMENT SCHEDULE	27
3.7 ISSUING AUTHORITY	27
3.8 LEGAL BASIS	27
3.9 ISSUANCE AND AMENDMENTS	27
3.10 PROCUREMENT OR ISSUING OFFICER	28
3.10.1 Restrictions on Communications	28

3.11	MANDATORY LETTER OF INTENT	29
3.12	WRITTEN QUESTIONS	29
3.13	OPTIONAL BIDDERS' CONFERENCE	30
3.14	ORAL PRESENTATIONS	30
3.15	TECHNICAL REQUIREMENTS	31
3.16	COLLECTION AND CORRECTION OF BIDDER INFORMATION	31
3.17	DISASTER RECOVERY	32
SECTION 4: PROPOSAL SUBMISSION REQUIREMENTS		33
4.1	REJECTION OF PROPOSALS	33
4.2	ACCEPTANCE OF PROPOSALS	33
4.3	COST OF PREPARING PROPOSALS	33
4.4	DISPOSITION OF PROPOSALS	33
4.5	PROPOSAL WITHDRAWAL	34
4.6	PROPOSAL VALIDITY DATES	34
4.7	SUBMISSION PROCEDURE	34
4.7.1	Public Bid Opening	35
4.8	NARRATIVE PROPOSAL FORMAT REQUIREMENTS	35
4.8.1	Organization of Narrative Proposal	36
4.8.2	Transmittal Letter	37
4.8.3	Table of Contents	37
4.8.4	Bidder Information Sheet(s)	37
4.8.5	Executive Summary	38
4.8.6	Capability and Relevant Experience	38
4.8.7	Work Plan with Staff Assignments and Schedule	38
4.8.8	Appendix 1: Organization Chart	39
4.8.9	Appendix 2: References	39
4.8.9.1	State of Vermont Contracts	40
4.8.10	Appendix 3: Financial Statements	40
4.8.11	Appendix 4: Vermont Tax Certification	40
4.8.12	Other Appendices of the Contractor's Choosing	40
4.9	COST PROPOSALS	41
4.9.1	Independent Price Determination	41
4.9.2	Configuration of Price Proposal	42
4.9.3	Instructions	42
4.9.3.1	Transportation Program Management Bid Procurement	43
SECTION 5: PROPOSAL EVALUATION METHODOLOGY		45
5.1	STEP 1: MANDATORY REQUIREMENTS	45
5.2	STEP 2: NARRATIVE PROPOSAL	45
5.3	STEP 3: COST PROPOSAL	45
SECTION 6: CONTRACT INFORMATION WITH TERMS AND CONDITIONS		46
6.1	CONTRACT AWARD NOTICE	46
6.2	CONTRACT ADMINISTRATOR	46

6.3	COST LIABILITY	46
6.4	CONTRACTOR RESPONSIBILITIES	47
6.5	NEWS RELEASES	47
6.6	FREEDOM OF INFORMATION AND PRIVACY ACT / DISCLOSURE	47
6.7	GRATUITIES OR KICKBACKS	48
6.8	APPROPRIATIONS	48
6.9	OTHER PROVISIONS	48
6.10	PERFORMANCE STANDARDS AND PENALTIES	48
6.11	COMPLIANCE WITH OTHER MATERIAL CONTRACT PROVISIONS	48
6.12	DEDUCTION FROM PAYMENTS	49
6.13	PROHIBITION AGAINST ADVANCE PAYMENTS	49
6.14	PAYMENTS OF SUBCONTRACTORS	49
6.15	CONTRACT COMPOSITION	49
6.15.1	Entire Agreement	50
6.15.2	Contract amendments	50
6.15.3	Subsequent Conditions	50
6.15.4	Contract Administration	50
6.15.5	Notices	51
6.15.6	Authority	51
6.16	INTERPRETATIONS AND DISPUTES	51
6.16.1	Conformance with State and Federal Regulations	51
6.16.2	Waivers	52
6.16.3	Severability	52
6.16.4	Legal Considerations	52
6.16.5	Disputes	53
6.17	GUARANTEES, WARRANTIES, AND CERTIFICATIONS	54
6.17.1	Contractor Recoveries	54
6.17.2	State Recoveries	55
6.17.3	Subcontracts and Delegation of Duty	55
6.17.4	Assignment of the Contract	56
6.17.5	Force Majeure	56
6.17.6	Patent or Copyright Infringement	56
6.18	PERSONNEL	57
6.18.1	Employment Practices	57
6.18.2	Employment of State Personnel	58
6.18.3	Fraud and Abuse	58
6.19	INSPECTION OF WORK PERFORMED	58
6.20	TERMINATION OF THE CONTRACT	59
6.20.1	Termination for Default	59
6.20.2	Termination for Convenience	60
6.20.3	Termination for Unavailability of Funds	60
6.20.4	Termination for Financial Instability	61
6.20.5	Procedures on Termination	61
6.21	MISCELLANEOUS CONTRACT TERMS AND CONDITIONS	61
6.21.1	Ownership of Data, Reports, Work Products and Deliverables	61

6.21.2 Publicity	62
6.21.3 Award of Related Contracts	62
6.21.4 Conflict of Interest	62
6.21.5 Lobbyist Reporting Law	62
APPENDIX 1: WEBSITE LINK TO CONTRACT ATTACHMENTS	63
Contract Attachment C: Customary State Contract Provisions	
Contract Attachment E: Business Associate Agreement	
Contract Attachment F: AHS Customary Contract Provisions	
APPENDIX 2: VERMONT TAX CERTIFICATION	64
APPENDIX 3: TRANSPORTATION PROCEDURES MANUAL	

SECTION 1: VERMONT CONTEXT

1.1 INTRODUCTION

The State of Vermont (“State”), Agency of Human Services (AHS), Office of Vermont Health Access (OVHA), is issuing this Request for Proposals (RFP) to procure a Contractor to provide for, arrange, and facilitate reimbursement of transportation for:

- Vermont Medicaid eligible persons
- Training/employment-related transportation for Vermont Reach Up participants
- Emergency transports for patients who have been involuntarily committed to a hospital for mental health crisis

The selected Contractor will maintain a statewide system to ensure access to transportation services by subcontracting with local area transportation companies or by providing transportation itself or arranging for transportation. In addition, the selected Contractor will establish new operations in regions that are transitioning services to new providers or where there have been systemic transportation system failures due to external events.

Current transportation services are managed on a statewide basis by the Vermont Public Transportation Association (VPTA). They work with local Transportation Brokers that perform some administrative functions, and authorize, provide or arrange for the required beneficiary transportation within their service areas. The existing transportation Brokers and providers serving Medicaid and Reach Up beneficiaries are:

- Addison County Transit Resources (ACTR) - <http://www.actr-vt.org/>
 - Serving Addison County
- Advance Transit, Inc - <http://www.advancetransit.com/>
 - Serving the Upper Valley region
- Town of Brattleboro - <http://www.brattleboro.org/>
 - Serving the town of Brattleboro
- Chittenden County Transportation Authority (CCTA) - <http://www.cctaride.org/>
 - Serving the greater Burlington area with links to outlying areas
- Connecticut River Transit, Inc - <http://www.crtransit.org/>
 - Serving Windham and southern Windsor Counties
- Deerfield Valley Transit Association (DVTA; Moover) - <http://www.moover.com>
 - Serving Windham and southern Windsor Counties
- Green Mountain Community Network (GMCN; GMARC) - <http://www.greenmtncn.org/>
 - Serving Bennington and surrounding areas
- Green Mountain Transit Agency (GMTA) - <http://www.gmtaride.org/main.php>
 - Serving Washington and parts of Orange County

- Marble Valley Regional Transit District (MVRTD; The Bus) - <http://www.thebus.com/>
 - Serving the greater Rutland area
- Northwest Vermont Public Transit, Inc - <http://www.nvptn.com/>
 - Serving Franklin and Grand Isle Counties
- Rural Community Transportation, Inc (RCT) - <http://www.riderct.org/>
 - Serving Caledonia, Essex, Lamoille, and Orleans Counties
- Special Services Transportation Agency (SSTA) – mabssta@together.net
 - Serving Chittenden County
- Stagecoach Transportation Services, Inc (STSI) - <http://www.stagecoachrides.org/>
 - Serving northern Windsor and Orange Counties

1.1.1 Statewide Transportation Data – Totals and Mode of Transportation

Reference pages 81 of the OVHA’s Medicaid Budget Document for State Fiscal Year (SFY) 2009 for the expenditures for ’04 through ’09 Governor’s Recommend. The expenditures include administrative and other contract expenditures in addition to actual trip expenditures. The Budget Document can be accessed at:

<http://ovha.vermont.gov/news-info/news/sfy2009-budget-document>

The total number of reimbursed trips statewide is depicted on pages 81-82 of the above-cited document.

In the following charts, one way travel constitutes a “trip”, and the totals include trips out-of-state.

1. Total Trips Provided by Volunteers

Fiscal Year	Total Miles	Total Trips	Total Cost
SFY '04	4,787,434	119,264	\$1,798,167
SFY '05	5,355,642	133,776	\$2,087,606
SFY '06	5,912,651	155,578	\$2,854,599

2. Total Trips Provided by Taxi

Fiscal Year	Total Trips	Total Cost
SFY '04	91,909	\$1,094,692
SFY '05	92,950	\$1,343,683
SFY '06	91,723	\$1,578,536

3. Total Trips Provided by Bus

Fiscal Year	Total Trips	Total Cost
SFY '04	173,647	\$551,237
SFY '05	185,639	\$634,296
SFY '06	228,624	\$1,058,011

4. Total Trips Provided by Van

Fiscal Year	Total Trips	Total Cost
SFY '04	40,664	\$953,868
SFY '05	58,078	\$1,391,863
SFY '06	75,300	\$2,357,122

In 2007, a new tabulation methodology provided by the current contract holder, VPTA, was developed. This methodology separated bus and van data into two categories:

- Bus passes: Chittenden County public transportation data
- Public Transit figures: bus and van utilization for all other public transit agencies statewide

The data for all modes of transport using this methodology is as follows:

SFY '07	Total Miles	Total Trips	Total Cost
Bus Passes		180,057	\$434,658
Public Transit		120,474	\$3,086,829
Volunteer	5,652,665	163,812	\$2,627,884
Taxi		92,864	\$1,683,542
Totals	6,467,025	579,502	\$8,122,787

1.1.2 Transportation Procedure Manual

The Transportation Procedure Manual can be found as Appendix 3 of this RFP.

1.2 CONTRACT TERM

The successful bidder will be invited to negotiate a two-year contract to commence on May 15, 2008; the contract may be extended for up to two additional years. The period from May 15, 2008 until June 30, 2008 will be the transition/start-up period in

preparation for operations on July 1, 2008. The successful bidder will be responsible for partnering with the current vendor to ensure a smooth, seamless transition that does not adversely impact operations or beneficiaries.

Note: In the event that the current vendor is selected for contract award, the contract will commence on July 1, 2008 and no transition/start-up period will occur.

1.3 VERMONT MEDICAID

The Agency of Human Services (AHS) is the single State agency for federal Medicaid payments made to the State of Vermont. The designated Medicaid agency is the Office of Vermont Health Access (OVHA).

Other departments within AHS also participate in Medicaid program service delivery, policy definition, and program development. The involvement of these other departments varies from management of waiver programs to delivery of case management services, and from a focus on certain provider types and beneficiary populations to responsibility for Federal reporting and nursing home rate-setting.

In 2005 a new 1115(a) waiver approved by CMS was implemented. Under this waiver called the Global Commitment to Health, the State Medicaid Program became a Managed Care Organization (MCO) and was granted program flexibility in the expenditure of funds, including funding services not otherwise eligible for Medicaid payments.

The AHS website (with links to AHS departments) can be accessed at:
www.humanservices.vermont.gov

The AHS organizational chart can be accessed at:
www.humanservices.vermont.gov/publications/ahs-organizational-chart

1.3.1 Office of Vermont Health Access (OVHA)

The Office of Vermont Health Access (OVHA) sits within the Agency of Human Services (AHS) and is the State office responsible for the management of Medicaid, the State Children's Health Insurance Program (SCHIP), and other publicly funded health insurance programs in Vermont. The OVHA is the largest insurer in Vermont in terms of dollars spent and the second largest insurer in terms of covered lives.

The mission of the OVHA is to:

1. Assist beneficiaries in accessing clinically appropriate health services.
2. Administer Vermont's public health insurance system efficiently and effectively.
3. Collaborate with other health care system entities in bringing evidence based practices to Vermont Medicaid beneficiaries.

The OVHA website can be accessed at: www.ovha.vermont.gov.

The OVHA's Budget Document for State Fiscal Year (SFY) 2009 can be accessed at: http://ovha.vermont.gov/budget-legislative/sfy2009_budget_document.pdf.

Bidders are strongly encouraged to review pages 5-26 of the OVHA's Budget Document for "Fast Facts" and "Program Descriptions" and pages 81-83 for "Transportation".

1.3.2 Member Services

The OVHA contracts with MAXIMUS for member services. Since 1995, the OVHA and MAXIMUS have collaborated to develop work plans, policies, procedures and systems to provide outreach, enrollment activities and member services to Medicaid beneficiaries. MAXIMUS provides helpline operations, outreach and education to potential enrollees, and assistance to those inquiring about Medicaid health programs.

Statewide outreach and educational activities include the dissemination of eligibility, enrollment and health benefits/program, Helpline, and Health Care Ombudsman Office information to beneficiaries and the general public.

MAXIMUS' member services activities support and assist members. These activities include assistance in resolving billing issues, understanding notice letters from the State, answering questions regarding premium payments and status or explanation of prior authorization, and education of beneficiaries on other available services, such as the transportation benefits available to Medicaid recipients.

1.3.3 Electronic Data Systems (EDS)

Medicaid medical and institutional claims are processed by the State's fiscal intermediary, EDS, which is located in the same building as the OVHA office in Williston, Vermont. EDS processes claims electronically and via paper submissions. There is a weekly cycle of payments and remittance advices to providers. EDS is also responsible for provider enrollment, non-pharmacy provider services including claims payment support, and Medicaid Management Information System (MMIS) support.

The Vermont Medicaid website can be accessed at: www.vtmedicaid.com.

1.4 DIRECTOR OF HOUSING AND TRANSPORTATION

The Director of Housing and Transportation oversees the transportation contract for the Agency of Human Services and acts as an intermediary between OVHA and other state agencies.

1.5 ACRONYMS AND DEFINITIONS

AHS	Vermont Agency of Human Services
CMS	Centers for Medicare and Medicaid Services
DCF	Department for Children and Families (administers the Reach Up program and determined Medicaid eligibility)
EDS	Electronic Data Systems, the State's contracted Medicaid fiscal agent
HIPAA	Health Insurance Portability and Accountability Act of 1996
Maximus	The State's contracted Medicaid member services agent
MCO	Managed Care Organization; OVHA is a Medicaid managed care organization
MMIS	Medicaid Management Information System (claims payment system)
OVHA	Office of Vermont Health Access
PA	Prior Authorization
PCCM	Vermont's primary care case management program is called PC Plus
Reach Up	Name for Vermont's Welfare to Work Program
SFY	State Fiscal Year
State	State of Vermont
SPA	State Plan Amendment (Medicaid)
VHAP	Vermont Health Access Plan
VCIC	Vermont Crime Information Center
WAM	Welfare Assistance Manual (Vermont rules governing the Medicaid program)

1.6 TERMINOLOGY

The terms Bidders and Contractors are used interchangeably throughout this RFP.

Medicaid eligible beneficiary means an individual who has been found eligible for the program and has transportation as a covered benefit. Not all individuals covered by Medicaid have transportation as a covered benefit.

Annual basis generally means the 12 month period commencing with the month of the effective date of the contract, except for data and statistical reports which generally coincide with the State Fiscal Year (July 1 to June 30).

SECTION 2: SCOPE OF WORK

2.1 GENERAL REQUIREMENTS

In responding to this RFP, OVHA is asking Bidders to describe their capabilities and response with regard to the requirements set out in each section of the Scope of Work. Specific performance or contract requirements are articulated in each section.

The RFP is soliciting transportation program management services. As noted in the Cost Proposal section, payments to the Contractor will not include payments for transportation services. These payments are made directly to the transportation provider. An exception would be if the transportation provide was in the employ of the Contractor.

As applicable, the Bidder should describe their ability to meet the RFP requirements, any unique or innovative method the Bidder proposes in meeting the requirement, applicable experience the Bidder has in performing the function in other settings, and any other information relevant to the activity being described. If the Bidder is not able to fully meet a requirement, it should describe in detail the limitations of their system or capacity. If the Bidder's proposes to exceed these requirements, this should likewise be described in detail in the Bidder's proposal. If there are specific or unique approaches that the Bidder proposes to employ in addressing any of the requirements, they should be detailed in the Bidder's response to that section of the requirements. Each section of the response should coincide with the applicable section of the RFP and should be labeled accordingly.

The Scope of Work requirements include a full complement of services to develop, implement, and maintain a comprehensive statewide network of Medicaid and Reach Up transportation services.

As described in this RFP, Vermont has a need for a comprehensive and integrated Medicaid transportation system. At a minimum, the selected Contractor will be required to:

- a. Assure that all eligibility information entrusted to it is confidentially and securely maintained in conformity with applicable State and federal requirements.
- b. Accept amounts agreed to in the contract as payment in full for services provided.
- c. Bill EDS for services rendered; claims shall be submitted as specified by the State no later than 180 days from the date of service.
- d. Update and maintain billing codes as required by HIPAA; all coding must be HIPAA compliant on the date of service.
- e. Provide the OVHA with copies of all contracts within 10 days of execution or as requested by OVHA.

- f. Provide training to management and transportation staff as necessary to assure adherence to State policies and procedures, and to assure quality and continuity of service. The selected Contractor must provide an outline of the training content and schedule to the OVHA five days prior to the commencement of any training, and any revisions in content as they are developed.
- g. Make necessary arrangements to resolve disputes with any transportation provider, and to enforce all provisions of this contract; the State is not responsible for any costs incurred by the Contractor or a transportation provider as a result of such disputes.
- h. Notify the OVHA immediately if it appears that transportation services may not be available in any location. The Contractor is responsible for taking all possible steps to maintain or restore such service. The Contractor will provide the OVHA with updates on the status of services on a schedule agreed to between the OVHA and the Contractor.
- i. At a specific date to be agreed upon between the Contractor and the State, coordinate and host a transportation meeting to be attended by one or more OVHA representatives. The purpose of this meeting is to clarify policies and procedures, and to resolve issues. This meeting may be cancelled if deemed unnecessary by the State.
- j. Review and report to the OVHA and AHS, Director of Housing and Transportation, each cost allocation plan that is submitted by a regional transportation provider to and approved by the Vermont Agency of Transportation.
- k. The Contractor shall require that employees and volunteers are properly licensed and trained and that vehicles used are appropriately licensed, inspected and insured in compliance with all Vermont motor vehicle requirements.
- l. The selected Contractor will submit a checklist to the State within 10 days of contract execution. The checklist will include all requirements included in this RFP that have a timeframe or deadline associated with them. The checklist will include the requirement, timeframe or deadline, a column for completion information, and a notes column. The Contractor will work with the State to finalize the checklist.

The Contractor will update the checklist as each item on the checklist is determined to be complete by the State.

2.1.1 Background Checks

a. General

Vermont law requires the Agency of Human Services to contract with public transportation systems for beneficiary transportation services, in all instances where

public transit services are appropriate to client needs and as cost-efficient as other transportation. 24 V.S.A. § 5090. For this reason, the Contractor will work with a network primarily composed of public transportation agencies. However, in individual cases where those agencies cannot provide transportation appropriate to client needs or it is not cost-effective to do so, transportation may be provided by a taxi company or by drivers obtained by the beneficiary (“volunteers.”) In the existing system, volunteers are enrolled and reimbursed through the local transportation brokers, who also arrange for and reimburse the taxi companies.

All persons, including employees of the Contractor and of brokers, volunteers, and taxi company employees, providing transportation services to eligible beneficiaries under a contract resulting from this RFP shall be subject to background checks as indicated below.

The Contractor shall prohibit the providing of direct transport services to eligible beneficiaries by any person who has not cleared all background checks.

On each invoice submitted for services provided under a contract resulting from this RFP, the person providing the transportation service must sign the invoice attesting to the trips that he/she has personally provided.

The State shall not provide reimbursement for any transportation service provided by a person who has failed to pass such a background check, or for any transportation service for which the billing documentation does not clearly and accurately identify the person who provided the service. If the State provides such reimbursement and it is learned after the fact that the service was provided by a person who had failed to pass a background check or that the billing documentation insufficiently identifies who provided the service, the amount of the reimbursement shall be considered an overpayment and may be recovered by the State as such.

The Contractor will require the maintenance of records of all background checks in a manner consistent with Attachment C, paragraph 8 of this RFP, and, subject to the time lines in Attachment C, paragraph 8, to verify by producing the records upon demand of the State or the Contractor.

All transportation services and background checks shall be documented in such a manner as to enable the State or its designee or agent to easily audit compliance with the requirements of this section. The Contractor will be responsible for maintaining its own records in such a manner, for requiring brokers with whom it contracts to maintain their records likewise, and for requiring brokers to require taxi companies to maintain such records as a condition of receiving reimbursement for services provided to beneficiaries under a contract resulting from this RFP.

Compliance with the background check requirement by all entities providing services under a contract resulting from this RFP shall be audited at least annually. Such

audits may be conducted either by the Contractor or by the State. The State's preference is for the Contractor to assume responsibility for such audits. In that case, the Contractor shall act as the State's designee for this purpose and shall report on the audit to the State within 7 days of its completion. The audit report shall include comparison of the background checks with invoices.

b. Registry background checks.

All persons providing transport services to eligible beneficiaries under a contract resulting from this RFP shall be subject to background Registry checks for records of substantiated abuse of a child or a vulnerable adult on the respective abuse registries maintained by the State of Vermont.

The Contractor will require background Registry checks of all persons who provide transport services to eligible beneficiaries on initial hire or engagement to provide services and annually thereafter.

c. Criminal record background checks.

All persons applying for a position as an employee or volunteer to provide transport services to eligible beneficiaries under a contract resulting from this RFP shall be subject to background conviction checks with the Vermont Crime Information Center ("VCIC").

The Contractor will require, as a condition of employment or service, that all persons applying for a position either as an employee or volunteer to provide transportation services to eligible beneficiaries under a contract resulting from this RFP shall provide permission to disclose criminal record information obtained from VCIC to the Contractor and to the State, using for this purpose the permission form prescribed by VCIC.

The Contractor will prohibit transport services to eligible beneficiaries by any person whose VCIC background check reveals a criminal conviction for an offense involving bodily injury, abuse of a vulnerable person, a felony drug offense, or a property/money crime involving violation of a position of trust, including, but not limited to:

- Aggravated assault
- Hate motivated crime
- Aggravated stalking
- Kidnapping
- Aggravated sexual assault
- Lewd and lascivious conduct
- Assault and robbery
- Simple assault

Manslaughter
Sexual assault
Assault upon law enforcement
Murder
Cruelty to children
Domestic assault
Arson
Stalking
Extortion
Embezzlement
Abuse, neglect, or exploitation
Recklessly endangering another

In addition, if a background check reveals a non-restricted conviction or motor vehicle violation, the employer shall follow the Agency of Transportation contract requirements. Variances of this policy may be allowed only under exceptional circumstances, and only with the State's specific advance authorization of the variance.

d. Taxi companies

Because taxi companies are engaged to provide transportation services on an ad hoc basis and do not ordinarily have a direct, ongoing contractual relationship with the State, the Contractor, or the brokers who hire them, the foregoing requirements which the Contractor can impose on brokers through its contractual relationships with them cannot be similarly imposed on taxi companies. Instead, the Contractor shall require brokers to impose these requirements as a condition of doing business. Specifically:

- The Contractor shall require that brokers require as a condition of payment for services provided under this contract that no taxi company employee may provide transportation services to an eligible beneficiary unless that taxi company employee has cleared the background checks.
- The Contractor shall require that brokers require from every taxi company employee who provides services compensated under this contract a signed permission to disclose criminal record information obtained from VCIC to the Contractor and the State, using for this purpose the permission form prescribed by VCIC.
- The Contractor shall require brokers to require taxi companies to bill on an invoice identifying the taxi company employee who provided the service and containing that employee's signature.
- The Contractor shall require brokers to require taxi companies to agree to audits by the State of compliance with these requirements. No payment shall be approved for services provided by a taxi company that does not agree to such audits.

Within 30 days of the beginning date of contract services, the Contractor shall be required to develop and maintain a list of all taxi companies used to provide services under the contract, including the names of taxi company employees who have cleared the Abuse Registry and criminal background checks. The Contractor shall be required to make this information available to State auditors upon request and to maintain such records in a manner consistent with the requirements of Attachment C, paragraph 8 of this RFP.

2.2 MEDICAID TRANSPORTATION

At a minimum, the Contractor must perform the following with respect to Medicaid Transportation services:

- a. Arrange either directly or indirectly, only medically necessary transportation (excluding ambulance services) for eligible Vermont Medicaid beneficiaries who qualify for transportation services.
- b. Comply with all federal and State rules applicable to Medicaid providers, and ensure compliance with Medicaid procedures and provisions set forth in the State's Provider Manual and the State's Medicaid/Reach-up Transportation Procedural Manual and any subsequent amendments.
- c. Assure that arrangements are made within each locality within the State for the provision and reimbursement of non-emergency Medicaid transportation during non-business hours, and convey those arrangements to the State.
- d. Check the ongoing eligibility of each beneficiary prior to each transport that is provided.
- e. Bear the expense of services provided that are later denied either because the beneficiary was found to be ineligible for Medicaid on the date of service or because the service provided failed to meet Medicaid transportation criteria. This provision shall not apply if State is responsible for errors, omissions or delays in eligibility information or other information.
- f. Assure that any transportation field offices provide continuous telephone coverage Monday through Friday between the hours of 7:45 am to 4:30 pm, excluding legal State holidays. In addition, provide a voice mail system(s) that beneficiaries may use to cancel scheduled transports after normal business hours.
- g. Report any complaints by a beneficiary to the State within 24 hours of notification. This incident report should include the beneficiary's name, the driver and action(s) involved, and the issue that is being reported.

2.3 REACH UP TRANSPORTATION

At a minimum, the Contractor must perform the following with respect to Reach Up Transportation services:

- a. Arrange directly or indirectly, only necessary training/employment-related transportation for Vermont Reach Up participants as identified in writing by DCF's district offices.
- b. Assure compliance with the State's Provider Manual and amendments, and the Reach Up procedures/provisions of the State's Medicaid/Reach Up Transportation Procedural Manual.
- c. Bear the expense of services which are denied because the beneficiary was found to be ineligible for Reach Up services on the date of service or because the service failed to meet Reach Up transportation criteria. This provision shall not apply if State is responsible for errors, omissions or delays.
- d. Assure that the field office provides continuous telephone coverage Monday through Friday 7:45 am to 4:30 pm, excluding legal holidays. In addition, provide a voice mail system(s) that beneficiaries may use to cancel transports after normal business hours.

2.4 FINANCE AND MANAGEMENT

At a minimum, the Contractor must perform the following with respect to finance and management services:

- a. Provide centralized Medicaid billing for all transportation services.
- b. Reconcile Remittance Advices (RAs) provided by EDS to Program Reports (Invoices) thereby alleviating the need for any staff in any local field offices or subcontractor to perform this function.
- c. On a routine and ongoing basis, perform internal audit functions of billing through a reconciliation process, as well as through monitoring mode costs to insure that services are consistent with Medicaid rules at WAM M755 "the least expensive mode of transportation appropriate to the beneficiary's needs" is selected to conserve State resources. Make recommendations to selected subcontractors and the State within 30 days of any audit findings and require the reporting of corrective action plans.

- d. Resolve claims payment and processing issues with the State's Fiscal Agent, and subsequently with the State if necessary.
- e. Provide the State with detailed quarterly and annual statistical reports on transportation expenditures by month, mode, and program. These statistical reports shall be in an agreed upon format and contain data as required by the State. These reports are due within 30 days following the end of the quarter; preliminary annual reports are due within 30 days following the end of the State fiscal year (June 30) and final annual reports are due 90 days following the end of the fiscal year.
- f. Serve as a central point of contact for the State for most program questions regarding reimbursable transports and billing Medicaid.
- g. Complete a central annual, independent financial audit for the State as required under OMB Circular A133; this audit shall be completed and submitted to the State within 30 days of its completion.
- h. Maintain detailed accounting records, annual independent audits, and insurance certificates in central files for up to seven years; this data shall be available for review by State or any CMS representative upon request.
- i. Develop a Quality Assurance Plan ("QA Plan") and submit this QA Plan to the State for review within 30 days of the receipt by the Contractor from State of the items that should be included in a QA Plan. Once the Contractor and the State agree on the terms of an initial QA Plan, that QA Plan shall be revised, as needed, and submitted to the State for review within 30 days of contract execution or other schedule set by the State, and on an annual basis. In addition, conduct one quality assurance audit on an annual basis. Such audits are designed to assure that safety, reliability and the provision of the best quality service are available to meet the beneficiary's needs. Safety and reliability means that employees and volunteers have not been substantiated for abuse on any abuse Registry maintained by the State of Vermont and/or have no convictions listed in section 3(n) for criminal or motor vehicle offenses. The results of each quality assurance audit shall be submitted to the State within 30 days of completion. The State will require a SFY 2009 QA Plan, the content of which may be negotiated as part of the contract.

2.5 SUPPORT, BUS PASS PROGRAM, AND TECHNICAL ASSISTANCE

At a minimum, the Contractor must perform the following with respect to provider and subcontractor support, technical assistance, and services related to the Chittenden County Transportation Authority (CCTA) bus pass program:

- a. Re-register subcontractors annually.

- b. Assure all subcontractors have proper insurance and necessities to deliver services successfully.
- c. Update all transportation service providers on proper claim code and software protocols.
- d. Provide technical assistance for compliance with changing software needs.
- e. Provide training on software, Medicaid regulations, specialized passenger service needs, and privacy/confidentiality compliance.
- f. Provide management information systems software and data management programs that work with EDS systems for all service providers needing HIPAA compliant software.
- g. Provide staff support and management services for software used for billing and tracking, and troubleshooting assistance when necessary.
- h. Resolve questions relative to payments and denied claims.
- i. Maintain a working capital account and line of credit for service providers awaiting claim payments or in emergency situations (i.e., equipment failures or systemic failures) to assure uninterrupted services.
- j. Determine eligibility, bus pass approval and Medicaid billing for all bus passes procured through CCTA.

2.5.1 Medicaid Bus Pass Program

A Medicaid bus pass program is operated in the area served by the Chittenden County Transportation Authority (CCTA). The CCTA buses are all equipped with electronic fare boxes with a swipe system that reads a magnetic card and records the ride. This system reimburses CCTA at \$1.25 per trip up to the monthly cost of a pass of \$42.00. Beneficiary eligibility and billing for the bus pass program is performed by the current Statewide transportation provider, VPTA. The following summarizes the duties of the Contractor with respect to this bus pass program. The Contractor will be the responsible agency for approving whether an individual receives a Medicaid bus pass based on criteria established between the Contractor and OVHA. CCTA is not authorized to provide Medicaid bus passes to individuals who are not pre-approved by the Contractor. This approval will be handled electronically between the Contractor and CCTA. CCTA provides the bus pass once approved. Approved customers have to pick up their pass at CCTA's administrative office and show a valid ID.

The Medicaid bus pass is good for one year and an individual needs to be pre-approved by the Contractor to receive a new pass. Notice is sent by the Contractor to Medicaid bus pass clients prior to their bus pass expiration to give them opportunity and time to request another pass.

CCTA will send to the Contractor on a monthly basis, a report of bus pass usage. The Contractor will bill Medicaid for bus pass use, reconcile remittance advices and pay CCTA. The Contractor will also field calls on lost passes and provide reauthorizations to CCTA.

2.6 BENEFICIARY RELATIONS

At a minimum, the Contractor must perform the following with respect to beneficiary relations:

- a. Maintain a toll free number with sufficient capacity to field high volumes of calls.
- b. Refer toll free line callers to the appropriate service provider and/or program for covered services whether public transit, carpooling, or Medicaid or social service transportation.
- c. Mediate disputes and/or resolve problems between those providing transportation services and beneficiaries when special situations or complaints arise.
- d. Obtain and approve doctor referrals for unusual or out-of-state trips.
- e. Directly assist beneficiaries to book lodging at approved locations using the Contractor's credit card, thus insuring that only covered services are provided by having accommodation billed directly to the Contractor.
- f. Use advanced bookings and direct billing procedures to cover the cost of out-of-state travel and lodging that would otherwise present a burden to small providers or beneficiaries.
- g. Work closely with State staff to ensure that objectives and parameters of the Medicaid transportation program are met while complying with the State's Provider Manual and the State's Medicaid/Reach-up Transportation Procedural Manual.

2.7 REPORTING

At a minimum, the Contractor shall:

- a. Furnish quarterly financial reports including unaudited balance sheet and profit and loss statements with a brief narrative on performance for the quarter; reports must be submitted to the Contractor within 30 days following the end of a quarter and provided to the OVHA seven days following receipt.
- b. Submit to the OVHA a monthly accounting of Out-of-State transports provided, including date(s) of trip, destination, means of transport, coding, and numbers transported. This report should also include information concerning whether accommodations were made for beneficiaries and family members, meals paid for, and any other monies forwarded for these trips.
- c. Submit to the OVHA a weekly accounting of actual rides provided following the end of the previous week; the report should also calculate by month, quarter, and annually based on weekly reporting.
- d. Compile balance sheets of selected service providers and profit and loss statements 30 days after the quarter ends and provide these reports to the AHS Housing and Transportation Director and the State Contract Administrator, ten days following receipt of the reports.
- e. Submit weekly progress reports to State staff via an email distribution list. The State will provide the Contractor with the names, titles and email addresses that comprise the list.

Within 30 days following the end of the quarter and State Fiscal Year, the Contractor shall submit to State Contract Administrator quarterly and a year-end spreadsheet in Excel format with the following information pertaining to the Medicaid program. Information is to include the number and mode and cost of the trips for the following categories:

1. Selected Trip (i.e. Scheduled-Taken)
2. Client Rescheduled
3. Contractor/sub-contractor rescheduled
4. Client Canceled in Advance
5. No-Show - Canceled
6. No-Show - Driver
7. Selected Trip Scheduled within the last 48 hours (i.e. Last Minute Trip Request)

2.8 NO-SHOWS

In accordance with CMS regulations, only services delivered may be paid. No-shows may not be billed to Medicaid. To reduce the incidence of no shows, the Contractor will implement existing State regulations regarding beneficiaries who fail to show for scheduled transports. Any new no show regulations promulgated by the State shall be implemented by the Contractor.

2.9 SPECIAL SERVICES TRANSPORTATION

Special transportation services (for) State approved mental health facilities will be provided by providers who have been approved by the Contractor and the State for this service. Additional special services may be provided upon mutual agreement and available resources among the providers and if added, will be appended to the contract.

2.10 OUT-OF-STATE TRAVEL

The Contractor will establish a system for monitoring out-of-area and out-of-State travel for medically necessary services and treatments. No out-of-State travel will be reimbursed unless the Contractor staff has reviewed and determined the need for this service.

The Contractor must obtain trip approval for out-of-state travel from the OVHA. The OVHA will review the referral form and decide whether to grant authorization, including any associated lodging and/or meal reimbursement, or deny the request. The OVHA will apply the same principles for requests for out-of-state lodging and meal reimbursements as would be the case for in-state travel. When beneficiaries are authorized to stay out-of-state overnight in conjunction with approved travel, the broker must arrange for the least expensive, appropriate lodging available. If the beneficiary declines this lodging, then the beneficiary must pay for the lodging with no reimbursement from Medicaid.

Contractor staff will arrange this transportation by rail or air transports for out of state travel while ensuring the least costly, most appropriate mode of transportation is selected.

2.11 STATE DUTIES

- a. Maintain and make available guidelines and definition to assist the Contractor in successfully achieving the requirements set forth in this RFP.
- b. Respond in a timely manner to pertinent questions from the Contractor.
- c. Provide timely program eligibility information to the Contractor.
- d. Provide forms for billing both Medicaid and Reach Up transportation and for notification of denial of service.

e. Pay the Contractor for transportation costs billed in a timely and accurate manner and render such reimbursement per applicable State and Federal regulations and provisions.

f. Promptly inform the Contractor of any actual or proposed changes in program policies or operational procedures.

2.12 MEETINGS

The Contractor is required to participate in regular meetings with State staff. During these meetings, the Contractor will provide a status update, discuss their progress report and inform the State of any anticipated challenges that potentially impact progress or impede contract or program deadlines and requirements. This meeting may occur via conference call or in person in Vermont. Additional meetings may be scheduled at the State's request.

At the State's request, the Contractor is expected to be on site in Vermont to meet with State staff, consultants, Contractors, providers and other State or Legislative officials.

The Contractor is required to organize a "kick-off" meeting in Vermont.

The Contractor will provide the SFY '09 schedule and annually thereafter of all anticipated governing body meetings to the Director of Housing and Transportation for the Agency of Human Services. If the Contractor does not have a governing body that is responsible for the contract and contract performance, the Contractor will furnish a list of pertinent management meetings to the Director of Housing and Transportation for the Agency of Human Services. The Contractor shall provide advance notice of any meeting changes

2.13 PAYMENT

The Contractor will submit an invoice to the State at intervals outlined in Contract for the administrative services covered by this RFP. If the selected Contractor fails to perform the requirements set forth in section in the contract and this RFP, the Contractor may forfeit some or all of the payments scheduled. However, before any suspension or forfeiture of funds takes place, the State shall give written notice to the Contractor of the nature of such breach and provide the Contractor with a 30 day opportunity to cure such breach. If a breach cannot be reasonably cured within such 30 day period, at the State's discretion, the Contractor may be given a longer period to correct the breach provided the Contractor diligently pursues such cure. The State may provide technical assistance to the Contractor with respect to the correction of any such claimed breach of the Contract.

2.13.1 Retainage

In submitting a proposal in response to this RFP, Bidders must agree to a retainage of 15% of the total contract amount to be deducted from each of the Contractor's invoices. The retainage will accrue for each year of the contract.

The annual accrued amount will be paid to the contractor at the conclusion of each one year contract period (i.e. 12 months) upon submission of an invoice with the completion of all requirements during the contract period. Completion requirements will not apply to requirements that span multiple contract years, although the contractor shall be current with expected progress toward completion of the identified requirements.

Should the contract be terminated for any reason related to the Contractor's failure to perform to the State's satisfaction, the retainage will revert to the State as liquidated damages in addition to the other penalties and/or damages stated in this RFP or the signed contract.

SECTION 3: GENERAL RFP AND PROCUREMENT INFORMATION

3.1 INTRODUCTION

Prospective Contractors are expected to carefully examine all documentation, schedules, and requirements stipulated in this RFP and respond to each requirement in their proposals in the format prescribed.

The State reserves the right to award a contract (or multiple contracts) covering the entire Scope of Work, or any part thereof, if the best interest of the State shall be so served.

3.2 CONTRACT PERIOD

The contract(s) resulting from this RFP is expected to commence as follows:

May 15, 2008 – June 30, 2008: Transition from current vendor/start-up
July 1, 2008: Operational

The contract period will be for two years, with two one-year extension options.

Note: In the event, that the current vendor is selected for contract award, the contract will commence on July 1, 2008 and no transition/start-up period will occur.

3.3 RFP CORRECTIONS AND CHANGES

The State reserves the right to:

- Modify any date or deadline appearing in this RFP.
- Issue clarification notices, addenda, alternative RFP instructions, forms, and/or other relevant documentation.
- Waive any RFP requirement or instruction for all Bidders if the State determines that the requirement or instruction was unnecessary, erroneous, or unreasonable.
- Extend the proposal submission deadline.
- Overlook or correct any clerical or mathematical errors occurring in this RFP.

Bidders shall notify the State *immediately* to report a known or suspected problem with this RFP. Bidders who fail to report a known or suspected problem with this RFP shall submit a proposal at their own risk.

3.4 TITLES NOT CONTROLLING

Section titles are used for the purpose of facilitating ease of reference only and shall not be construed to infer a contractual construction of language.

3.5 PROCUREMENT STRATEGY

The State's fundamental commitment is to contract for results and "best value". This RFP primarily describes the State's requirements and desired results. The responsibility for how the Scope of Work requirements and the State's desired results are to be achieved rests with the Contractor. "Best value" is the optimum combination of economy and quality that is the result of fair, efficient, and practical business processes that meet the requirements and the State's desired results as set forth in this RFP.

3.6 PROCUREMENT SCHEDULE

The State plans to adhere to the procurement schedule shown below. The State reserves the right to modify any date or deadline appearing in this RFP.

ACTIVITY	DATE
RFP Issued	March 3, 2008
Closing Date/Time for Receipt of Written Questions/Letter of Intent	March 14, 2008, 4:00 pm (EST)
Bidder's Conference	March 24, 2008, 1:00 pm to 3:00 pm (EST)
Target Date for Release of State Responses to Written Questions	March 26, 2008
Closing Date/Time for Receipt of Proposals	April 9, 2008, 4:00 pm (EST)
Public Bid Opening	April 9, 2008, 4:15 pm (EST)
Target Date for Selection of Contractor	April 18, 2008
Expected Date to Start Services Under the Contract	May 15, 2008

3.7 ISSUING AUTHORITY

The State of Vermont is issuing this RFP.

3.8 LEGAL BASIS

The procurement process for this RFP shall be conducted in accordance with applicable procurement policies and procedures established by the State of Vermont.

3.9 ISSUANCE AND AMENDMENTS

State officials have reviewed this RFP. The contents represent the best statement of the Scope of Work requirements and needs of the State. Final approval of the contract rests with the State. The State reserves the right to amend the RFP at any time prior to the proposal due date by issuing written addenda. Written addenda to the RFP will become part of the contract. All amendments and releases will be posted to:

www.ovha.vermont.gov/administration/requests-for-proposals-issued-2008-1

The State will make no attempt to contact Bidders with updated information. It is the sole responsibility of the Bidder to periodically check the above-cited web site for the latest details. No postings will be made after answers to Bidder questions are posted.

3.10 PROCUREMENT OR ISSUING OFFICER

The following person is the point of contact from the date of issuance of this RFP until the selection of the Contractor:

Peter McNichol
Office of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, Vermont 05495
Telephone: 802-879-5935 / E-mail: peter.mcnichol@ahs.state.vt.us

Alternate:
Deb Stempel
Office of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, Vermont 05495
Telephone: 802-879-5926 / E-mail: deborah.stempel@ahs.state.vt.us

3.10.1 Restrictions on Communications

From the issue date of this RFP until a contract is announced, Contractors are not allowed to communicate with State staff regarding this procurement (i.e., RFP). The only exceptions to this restriction are:

1. The designated contact person named in applicable RFP sections by the type of communication described (e.g., via email).
2. State staff present at the Bidders' Conference for the purpose of addressing questions.
3. State staff involved in oral presentations

Any attempt by a Bidder to contact State staff, other than under the conditions cited above, may result in rejection of the proposal submitted by that Bidder.

Note: Nothing within this requirement shall be interpreted to prevent Bidders from contacting State staff regarding its general procurement process or with complaints. Contact with State staff is also permitted in the performance of existing contracts or as allowed in response to other, non-related competitive solicitations.

3.11 MANDATORY LETTER OF INTENT

A Letter of Intent to submit a proposal in response to this RFP is **mandatory**. Letters of Intent will not become public information until after the Closing Date/Time for Receipt of Proposals. The submission of a Letter of Intent is not binding on prospective Bidders to submit a proposal. Prospective Bidders not submitting a Letter of Intent are **not** permitted to bid on this RFP.

Letters of Intent must include the name of the company, the name of the primary contact, the primary contact person's title, telephone and fax numbers, mailing and email addresses. Letters of Intent should also include an indication of whether or not the Bidder plans to attend the Bidders' conference, and the number of individuals the Bidder intends to bring. This is for State planning purposes. Bidders are encouraged to limit attendance to no more than three representatives per Bidder.

Letters of Intent are due by **4:00 pm (EST) on March 14, 2008** and must be submitted via letter, fax or email to:

Peter McNichol
Office of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, Vermont 05495
Fax: 802-879-5919 / E-mail: peter.mcnichol@ahs.state.vt.us

Alternate:
Deb Stempel
Office of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, Vermont 05495
Telephone: 802-879-5926 / E-mail: deborah.stempel@ahs.state.vt.us

3.12 WRITTEN QUESTIONS

Written questions regarding this procurement (i.e., RFP) are due by **4:00 pm (EST) on March 14, 2008**. Written questions received later than the deadline will not be answered. Written questions must be submitted via letter, fax or email to:

Peter McNichol
Office of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, Vermont 05495
Fax: 802-879-5939 / E-mail: peter.mcnichol@ahs.state.vt.us

Alternate:

Deb Stempel

Office of Vermont Health Access

312 Hurricane Lane, Suite 201

Williston, Vermont 05495

Telephone: 802-879-5926 / E-mail: deborah.stempel@ahs.state.vt.us

The State assumes no liability for assuring accurate/complete mail/fax/email transmission/receipt and will not acknowledge receipt except by addressing the question. The State may consolidate and/or paraphrase questions for clarity. The target date for website posting of the State's written responses is March 24, 2008.

3.13 OPTIONAL BIDDERS' CONFERENCE

Prospective Bidders will have the opportunity to have questions addressed orally with regard to this procurement (i.e., RFP) at an optional Bidders Conference, scheduled as follows:

Date: Monday, March 24, 2008

Time: 1:00 pm to 3:00 pm (EST)

Location: Conference Room, Office of Vermont Health Access, 312 Hurricane Lane, Williston, VT

Bidders may also participate by conference call if bidder has notified the State's contact person, Peter McNichol, per the contact information included in RFP section 3.12, by 4:00 pm (EST) on March 20, 2008 of the intent to participate via conference call; bidders participating by conference call will be provided with a call-in and identification number in order to participate.

The State will determine which questions and responses comprise the State's official written response to questions. Bidders should understand that the only official answer or position of the State is the one stated in writing. Verbal responses given at the Bidders' Conference are unofficial and are not binding unless later confirmed in writing.

Attendance at the Bidders' Conference is recommended, but not required. Bidders are responsible for all costs associated with attending the Bidder's Conference.

3.14 ORAL PRESENTATIONS

At the State's option, oral presentations by selected Bidders may be required. Bidders will be notified if an oral presentation is required. Bidders may be requested to provide

presentation of the services offered in their proposal. Bidders are responsible for all costs associated with an oral presentation. The State will not compensate the Bidder.

Note: Bidders should present complete, comprehensive proposals without relying on oral presentations, because the State reserves the right to award a contract without further discussion with the Bidder.

3.15 TECHNICAL REQUIREMENTS

Proposals must meet the following requirements:

1. Describe any technologies, including document and file formats, that will be used to perform the scope of work.
2. Describe how any electronically stored work completed for the State will be backed-up and otherwise protected.
3. Describe any perceived need to access and store confidential data and how that data will be secured.
4. The bidder must provide its own personal computers for this engagement. Vendor must certify that all its equipment is virus free and virus protected and describe its approach to ensuring that such is the case.
5. Describe any technology support expected of the State, including internet access. Electronic communication and access to GovNet and any other State systems will be controlled and established by the State.

Bidder must state any related limitations or special requirements in this area, which may impact the rating of its proposal.

3.16 COLLECTION AND CORRECTION OF BIDDER INFORMATION

The State reserves the right to:

1. Request a Bidder to submit additional documentation during or after the proposal evaluation process.
2. Collect omitted documentation from Bidders.
3. Waive any immaterial deviation or defect as may be adjudged by the State in any proposal and allow the Bidder to remedy such defects.
4. Overlook, correct or require a Bidder to remedy any obvious clerical or mathematical errors occurring within their Narrative or Cost Proposals.
5. Accept Cost Proposal errors that result in a decrease in Bidder costs.
6. Request that Bidders with Cost Proposals that contain errors resulting in an increase in cost accept the corrected costs or withdraw their proposal.

Bidders' failure to adhere to the State's requests may result in the Bidder proposals being determined unresponsive and rejected from further consideration.

3.17 DISASTER RECOVERY

In the event of a natural disaster and unnatural disasters, including but not limited to hacking and acts of terrorism, the Bidder must have procedures for assuring that all pieces of work related to this contract are stored in multiple manners so that they may be accessed in the event of such a disaster. For example, backup files should be created on such things as letter files, spreadsheets, web page source files, etc. The Bidder shall provide an OVHA specific disaster recovery and business continuity plan that must be approved as part of the implementation phase. The Bidder should describe their general approach to disaster recovery and business continuity in their response to the RFP.

SECTION 4: PROPOSAL SUBMISSION REQUIREMENTS

4.1 REJECTION OF PROPOSALS

A proposal may be rejected for failure to conform to the requirements included in this RFP. Proposals must be responsive to all requirements of this RFP to be considered. The State reserves the right to:

1. Reject any and all proposals
2. Waiver minor irregularities
3. Request clarifications from any or all Bidders
4. Cancel this RFP

4.2 ACCEPTANCE OF PROPOSALS

Proposals must be responsive to RFP requirements to be considered for a contract award. The State will receive proposals properly submitted. After receipt of proposals, the State reserves the right to sign a contract, with or without further negotiation, based on the terms, conditions, and premises of this RFP and the proposal of the selected Bidder.

4.3 COST OF PREPARING PROPOSALS

Costs incurred by Bidders during the preparation and subsequent submission of their proposals, and for other procurement-related activities (e.g., travel for oral presentations) will be the sole responsibility of the Bidders. The State will not reimburse Bidders for any such costs.

4.4 DISPOSITION OF PROPOSALS

All submitted proposals shall become a matter of public record. If the proposal includes material that is considered by the Bidder to be proprietary and confidential under Vermont law, the Bidder must:

- Clearly designate, with highlighter functions, each section of the proposal which is “proprietary” and/or a “trade secret”.
- Provide in the Transmittal Letter written justification with sufficient grounds as to why each requested exemption should not be released to the general public, including prospective harm to the Bidder’s competitive position if the identified material were to be released. Include which part of the Vermont law applies to each exemption.

The State will not consider proprietary and confidential any material, even if so marked, unless specific and sufficient justification is presented in the Transmittal Letter. Under no circumstances will the entire Narrative Proposal or Cost Proposal be considered proprietary and confidential.

All materials submitted by Bidders become the property of the State of Vermont, which is under no obligation to return any of the materials submitted in response to this RFP. The State of Vermont shall have the right to use all system concepts, or adaptations of such concepts, contained in any proposal. This right will not be affected by selection or rejection of the proposal. The selected proposal will be incorporated into the resulting contract and will become a matter of public record.

4.5 PROPOSAL WITHDRAWAL

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal, signed by the Bidder's authorized agent, and sent to Peter McNichol, Office of Vermont Health Access, at the address cited in RFP section 3.12.

4.6 PROPOSAL VALIDITY DATES

Proposals must be valid for 180 business days following the Submission Date for proposals under this RFP. This period may be extended by written mutual agreement between the Bidder(s) and the State. Any proposal submitted shall not be available for disclosure until a contract is executed between the selected Bidder and the State.

4.7 SUBMISSION PROCEDURE

Narrative Proposals must be packaged separately from Cost Proposals, and each must be clearly identified on the outside of the package as follows:

Narrative Proposal - the outside of the package containing the Narrative Proposal shall be marked "**Vermont Medicaid Transportation RFP Narrative Proposal – Open by Addressee Only**" and include one full set of the Narrative Proposal clearly marked "original" and shall be accompanied by an additional six hardcopies and one copy on CD-ROM (Microsoft Word or Microsoft Excel). The Narrative Proposal and each of its copies shall include all materials, transmittals, and agreements specified in this RFP.

Cost Proposal - the outside of the package containing the Cost Proposal shall be marked either "**Vermont Medicaid Transportation RFP Cost Proposal – Open by Addressee Only**" and include one full set of the Cost Proposal clearly marked "original" and shall be accompanied by an additional five hardcopies and one copy on CD-ROM (Microsoft Word).

All proposals must be physically received no later than April 9, 2008 at 4:00 pm (EST) by:

Peter McNichol
Office of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, Vermont 05495

No exceptions will be made for late proposals. The method of delivery is at the discretion of the Bidder and is at the Bidder's risk as to timeliness and compliance. Proposals may **NOT** be oral, faxed, or emailed. The time of receipt at the designated location is the time-date stamp on the proposal wrapper or other documentation of receipt maintained by the State.

4.7.1 Public Bid Opening

A public bid opening will occur on April 9, 2008 at 4:15 pm (EST) at:

Office of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, Vermont 05495

4.8 NARRATIVE PROPOSAL FORMAT REQUIREMENTS

The Narrative Proposal shall present a complete description of the Bidder's plan to meet the requirements of this RFP. In submitting a proposal in response to this RFP, a Bidder agrees to comply with the terms and conditions found in the standard contract provisions and contract attachments C, E, and F (included as Appendices 1 of this RFP). If the use of a subcontractor is proposed, the appropriate certification forms shall be completed and submitted relative to that subcontractor(s).

Narrative Proposal should adhere to the following requirements:

1. Maximum of 25 pages, double-sided – appendices (#7-#11 in RFP section 4.8.1) are not factored into the 25 page maximum
2. Appendices may be attached - each appendix must be referred to in the body of the Narrative Proposal.
3. One-inch margins at the top, bottom and both sides
4. Font size not less than 12 points
5. Each page must have a footer, which includes the name of the Bidder, the page number and the phrase “**Transportation Narrative Proposal**”
6. Double-sided, double-spaced text
7. White, bond paper, 8 ½ inch by 11 inch
8. Three-hole punched and bound in a way that enables easy page removal
9. All original documents that require a signature must be signed in ink, in a color other than black. *The original Transmittal Letter must be enclosed in with the “original” Narrative Proposal.*
10. Place all original signed documents in the Narrative Proposal marked “Original”

11. The extra proposal sets may reflect photocopy signatures
12. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

4.8.1 Organization of Narrative Proposal

The State is interested in Narrative Proposals that are organized, comprehensive and is responsive to the requirements in the Scope of Work. Specificity is required. Vague explanations will result in reduced proposal evaluation scores. The burden is on the Bidder to be direct, clear and complete. The Proposal Evaluation Committee will not search for answers (“dig and ferret”).

Bidders are required to organize their Narrative Proposal as follows with tab distinctions and clear section headings:

1. Transmittal Letter
2. Table of Contents
3. Bidder Information Sheet(s)
4. Executive Summary
5. Capability & Relevant Experience
6. Work Plan with Staff Assignments and Schedule
7. Appendix 1: Organization Chart
8. Appendix 2: References
9. Appendix 3: Financial Statements
10. Appendix 4: Completed Vermont Tax Certification
11. Other Appendices of the Bidder’s choosing

Content to be included under each of these headings is described below. Each section within the Narrative Proposal must include content items listed under the respective heading, as the evaluation of proposals shall be done on a section-by-section or functional area basis. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

No cost information related to this RFP shall appear in the Narrative Proposal; inclusion of such information may constitute grounds for rejection.

4.8.2 Transmittal Letter

The transmittal letter must be submitted on the Bidder's official letterhead and signed in ink by an official authorized to bind the Bidder. The Transmittal Letter must include statements that:

1. The Bidder does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), gender, marital status, sexual orientation, political affiliation, national origin, or disability.
2. No cost information has been included in the Narrative Proposal.
3. Certify the Cost Proposal was arrived at without any conflict of interest, and that it will be firm and binding for 180 business days from the proposal due date.
4. Identify that all addenda to this RFP have been reviewed by the Bidder. If no addenda have been reviewed, a statement to that effect should be included.
5. The Bidder agrees to adhere to all requirements set forth in this RFP. If the Bidder's proposal deviates from these requirements, the Transmittal Letter should reference those items identified as an objection and propose an alternate agreement. The State reserves the right to reject any proposal containing such objections or require rescission before contract acceptance.
6. The Bidder has read, understands and unconditionally accepts all requirements, responsibilities, and terms and conditions in this RFP.
7. The Bidder agrees that any lost or reduced Federal Financial Participation (FFP), resulting from Bidder deviation from specifications and requirements, shall be accompanied by equivalent reductions in State payments to the contractor.
8. The Bidder accepts the provisions of Contract Attachments C, E, and F (Appendix 1 of this RFP).

If any pages within the proposal are marked "Proprietary" and/or a "Trade Secret", include justification and information in the Transmittal Letter.

4.8.3 Table of Contents

Properly identify each section and its contents. Paginate each section and subsection.

4.8.4 Bidder Information Sheet(s)

A Bidder Information Sheet(s) must include the following information:

1. Full name and mailing address of the Bidder and, if applicable, the branch office or other subordinate entity that will perform, or assist in performing, the work described in the proposal
2. Street address (for FedEx or other mail service)
3. Indicate whether an individual, partnership, or corporation; if as a corporation, include the state in which it is incorporated.

4. Federal ID Number (or if an individual, the Bidder's social security number – this information should be placed on a separate sheet marked "Confidential")
5. Name, title and contact information (i.e., mailing address, telephone and fax numbers, email address) of the person who would sign the contract
6. Name, title and contact information (i.e., mailing address, telephone and fax numbers, email address) of the company contact person (if different)
7. For each key person: name, title, relevancy to this proposal and contact information (i.e., mailing address, telephone and fax numbers, email address)
8. Identify all owners and subsidiaries that own more than five (5) percent of the Bidder
9. Indicate the location from which the RFP requirements will be performed
10. List all subcontractors with information #1, #3, #4, #7, #8, #9 cited above

4.8.5 Executive Summary

The Executive Summary shall condense and highlight the contents of the Narrative Proposal in such a way as to provide the Evaluation Committee with a broad understanding of the entire Narrative Proposal. The Executive Summary shall not exceed five pages in length.

4.8.6 Capability and Relevant Experience

The Capability and Relevant Experience section shall include, for the Bidder and each subcontractor (if applicable): details of the background of the Bidder, its size and resources, details of relevant Medicaid transportation experience, overall approach, and a list of all Medicaid/Medicaid-related, Health/Health-related, Insurance/Insurance-related projects/contracts from January 2004 through the present date.

Bidders shall describe their experience and approach for addressing RFP Section 2.

4.8.7 Work Plan with Staff Assignments and Schedule

The Work Plan with staff assignments and schedule must be responsive to this RFP, logical in the sequence of events, provide sufficient detail for review, and should address the Scope of Work requirements in accordance with deliverables/milestones. The Work Plan with staff assignments and schedule should allow for State review and approval of any deliverable/milestone.

Note: selected Bidder Work Plan with staff assignments and schedule are subject to modification during the negotiation process with the final Work Plan subject to approval from the State.

At a minimum, Bidders shall address the following list as applicable to the Work Plan with Staff Assignments and Schedule.

1. Understanding of, response and approach to completing Scope of Work requirements

2. Acquisition and utilization of staff
3. Utilization of staff resources by the number of weeks required to accomplish each set milestone
4. Implementation approach
5. Approach to relations with State staff, stakeholders, Medicaid beneficiaries, providers, media, etc.
6. Use of subcontractors
7. Efficiency mechanisms
8. Assumptions or constraints
9. A Gantt or Gantt-type chart, depicting start-up and implementation start and end dates with associated activities, and accomplishment of deliverables/milestones
10. Discussion of how the Work Plan with staff assignments and schedule provides for handling of potential and actual problems
11. Description of how Bidder's approach clearly and unambiguously accommodates the Scope of Work requirements
12. Indicate how results will be measured, and provide evaluation methodology where applicable
13. Propose and describe any unique or innovative method to meet the Scope of Work requirements
14. If applicable, Bidders must clearly describe the technologies and approach that they will use to support the Scope of Work, and any expectations regarding technology support to be provided by the State.

4.8.8 Appendix 1: Organization Chart

The Bidder should include an Organization Chart that depicts Bidder staff (with titles) who will be assigned to perform the Scope of Work. If additional staff is required for various projects during the contract period, the Bidder should outline its plans and resources for adapting to such situations. The Bidder should also address plans to ensure staff longevity for consistency throughout the contract period.

The Bidder should identify and designate a Contract Manager who will act as the single point of contact representing the Contractor for the contract period.

The Bidder should include a one paragraph summary of the qualifications of all staff that will be associated with the contract and a description of the services they will provide with respect to the contract. If a position is unfilled, include a position description. Resumes should be included in this Appendix.

4.8.9 Appendix 2: References

Narrative Proposals must include at least three (3) references that are pertinent to the Scope of Work requirements. For each reference, the Bidder must provide:

- Reference name

- Most senior contact person's name (with title, phone number and email address) most familiar with the Bidder's performance
- Brief description of work performed
- Project/contract term

Additional references may be required if requested by the State.

4.8.9.1 State of Vermont Contracts

Bidders must list of any and all contracts between the Bidder and any State of Vermont government entity since January 1, 2004. For each contract, Bidders must provide:

- Customer name
- Most senior contact person's name (with title, phone number and email address) most familiar with the Bidder's performance
- Brief description of work performed
- Contract term
- Proposed cost/actual cost
- For expired contract, provide a reason for termination

4.8.10 Appendix 3: Financial Statements

Bidder must:

1. Provide annual audited financial reports for the past three (3) years for the Bidder and any subcontractor.
2. If the Bidder is an affiliate of another organization, submit the financial information for the parent company and describe the relationship.
3. If the Bidder is a privately-held firm that does not produce audited financial statements, unaudited financial statements are acceptable. The submission should so state.

4.8.11 Appendix 4: Vermont Tax Certification

The Bidder must include a completed Vermont Tax Certification in its Narrative Proposal.

4.8.12 Other Appendices of the Bidder's Choosing

Bidders may include other appendices of their choosing that are relevant to the body of their Narrative Proposal.

4.9 COST PROPOSALS

Do NOT include cost information in the narrative proposal, but only in the cost proposal.

There will be no opportunity for Bidders to revise their costs and there will not be a Best and Final Offer (BAFO) process. Bidders are strongly encouraged to carefully calculate and propose their final costs.

The RFP is soliciting transportation program management services. Payments to the Contractor under this RFP will not include payments for transportation services. These payments are made to the transportation provider. An exception would be if the transportation provider is in the employ of the Contractor.

Current transportation provider payment rates are as follows:

- Volunteer: GSA per mile rate
- Hardship rate: \$0.18 per mile
- Taxi: Local rate as charged by the taxi company
- Van/bus: Rate determined by the provider based on cost allocation plan
- CCTA bus pass: \$1.25 per ride up to \$42 per month

The Bidder may propose to develop standard rates on a regional or statewide basis for taxis and bus/van use. These rates would be negotiated with providers and approved by OVHA. If the Bidder proposes to develop these rates, the Bidder should describe the process and timeline for developing the proposed rates.

4.9.1 Independent Price Determination

By submission of a proposal, the Bidder certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

- a. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other Bidder or with any competitor; and
- b. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Bidder and shall not knowingly be disclosed by the Bidder prior to award directly or indirectly to any other Bidder or to any competitor; and
- c. No attempt has been made or shall be made by the Bidder to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that she/he:

- a. Is the person in the Bidder's organization responsible for the decision as to the prices being offered in the proposal and has not participated (and shall not participate) in any action contrary to 1. a., b., and c. above; or
- b. Is not the person in the Bidder's organization responsible for the decision as to the prices being offered in the proposal but has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and shall not participate) in any action contrary to 1. a., b., and c. above.
- c. Should a Bidder be awarded a Contract resulting from this RFP, and be found to have failed to abide by the provisions set forth in this Section, said contract shall be in default. Consequences may include cancellation of the Contract.

4.9.2 Configuration of the Cost Proposal

- This contract will be a fixed-price contract.
- The price quoted is the maximum for a period of two (2) years from the date that the Contract becomes effective. The price quoted shall be effective through the initial two (2) year base Contract period.
- In unusual, unforeseen circumstances requests for price changes may be made. They shall be received by OVHA in writing at least thirty (30) days prior to their effective date, and are subject to approval by OVHA before becoming effective. Any price change request must document in full the rationale for the change. In the event new prices are not acceptable, the Contract may be canceled.
- It should be noted that price changes in any given fiscal year are contingent upon approval of OVHA and enactment of Vermont's legislative appropriations.

4.9.3 Instructions

The successful bidder will be paid on a monthly basis based on the services/activities and expenditures in the billing month. It is expected that the Bidder will propose per "type of service/activity" prices and the identified basis of cost. Please provide the costs by filling in the shaded areas of the price proposal included in this section.

The total of all "type of service/activity" over the period of the contract plus travel will equal the total proposed contract amount. The total of all "type of service/activity" proposed by the Bidder must factor in all related costs and overhead, such as space rental and telecommunications.

Travel should be listed separately and include a description of the purpose, frequency and amount of the proposed travel as per these instructions. Travel is generally reimbursed based at cost using current State guidelines: \$0.485 per mile for travel by own vehicle.

The allowable maximum reimbursement for meals is established in the negotiated State employee contract. The current contract allows for the following:

	In State	Out-of-State
Breakfast	\$5.00	\$6.25
Lunch	\$6.00	\$7.25
Dinner	\$12.85	\$18.50

If the Bidder proposes discounts or additions to costs, a narrative of the proposal must be attached. The narrative must thoroughly outline the conditions under which this would happen and must enumerate all existing services that would be affected in proposing the adjustment. In the case of added costs the narrative must enumerate additional services that would be provided to justify the additional costs. The outline and enumeration of services must be in sufficient detail for the reviewers to thoroughly understand the proposal.

The Bidder should propose an annual inflation rate for the year subsequent to the original 2 year term of the Contract.

If the Bidder proposes start-up costs after contract execution but prior to the commencement of services, they should be identified and detailed separately.

4.9.3.1 Transportation Program Management Bid Procurement Cost Proposal

<i>Type of Service or Activity</i>	<i>Basis of Cost</i>	<i>Detailed Description of Function/services Included</i>	<i>Key Staff</i>	<i>Projected Annual Cost</i>
Billing and reconciliation of remittance advices	Per month cost			
Internal audit functions	Per month cost			
Registry checks and audits	Per month cost			
CCTA bus pass eligibility	Per month cost			
Out-of-State travel approval and management				
Eligibility verification	Per month cost			
Reporting	Per month cost			
Beneficiary relations	Per month cost			
Training	Per month cost			

<i>Type of Service or Activity</i>	<i>Basis of Cost</i>	<i>Detailed Description of Function/services Included</i>	<i>Key Staff</i>	<i>Projected Annual Cost</i>
Annual audit	Per month cost			
Quality assurance	Per month cost			
Other (describe)	Per month cost			
Totals				

Bidders may vary the above table as long as all cost information is included and the total plus travel costs equals the total bid proposal

Travel

Provide a detailed narrative description of expected travel by Contractor staff on an annual basis. This should include a description of the purpose, frequency and amount of the proposed travel. It should separately describe in and out-of-state travel. Provide a proposed cost for all in-state travel, all out-of-state travel, and a total cost by contract year. Use the above referenced State guidelines for estimating in-State travel expenditures.

In State:

Out –of State:

Total:

SECTION 5: PROPOSAL EVALUATION METHODOLOGY

Bidders will be assigned a score based on the Steps 2 and 3 (as follows) which, when combined determine the Bidder or Bidders with the highest overall score. Proposals submitted in response to this RFP will be evaluated as follows:

5.1 STEP 1: MANDATORY REQUIREMENTS

Failure to meet any one of the following requirements may result in a Bidder being disqualified from the selection process. The Bidder must have:

1. Adhered to all applicable provisions set forth in Section 3 of this RFP
2. Submitted a Proposal in accordance with Section 4 of this RFP

5.2 STEP 2: NARRATIVE PROPOSAL

Only proposals passing Step 1 shall be evaluated during Step 2. Step 2 comprises 80% of the overall scoring methodology and is based on:

1. Executive Summary
2. Capability and Relevant Experience
3. Work Plan with Staff Assignments and Schedule
4. References

5.3 STEP 3: COST PROPOSAL

Step 3 comprises 20% of the overall scoring methodology.

SECTION 6: CONTRACT INFORMATION WITH TERMS AND CONDITIONS

In addition to the required provisions that relate to all State contracts, this section sets forth additional provisions the Bidders should be aware of in preparing their response to this RFP.

In addition to the provisions of this RFP and the selected proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by Federal or State law or regulation in effect at the time of execution of the contract will be included.

6.1 CONTRACT AWARD NOTICE

All Bidders will be notified of the contract award when the contract is executed by both parties. If the awarded Bidder fails to execute the contract, the State may elect to cancel the award and begin the award process with the second highest ranked Bidder. The procurement process pertinent to this RFP shall not be officially closed until either a contract is executed or the State otherwise moves to terminate procurement.

6.2 CONTRACT ADMINISTRATOR

Upon State approval of a contract, and following execution of said contract, the State shall direct the selected Bidder to administer the contract on a day-to-day basis during the term of the contract. However, administration of any contract resulting from this RFP implies no authority to change, modify, clarify, amend, or otherwise alter the costs, terms, conditions, and specifications of such contract. That authority is retained by the State.

The Contract Administrator is:

Peter McNichol
Office of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, VT 05495
Telephone: (802) 879-5935/ E-mail: peter.mcnichol@ahs.state.vt.us

An alternative Contract Administrator/Project Manager may be designated by the State.

6.3 COST LIABILITY

Vermont assumes no responsibility or liability for costs incurred by the Bidder prior to the signing of any contract resulting from this RFP. Total liability of the State is limited to the terms and conditions of this RFP and any resulting contract.

6.4 CONTRACTOR RESPONSIBILITIES

The State shall consider the primary contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract. The State reserves the right to approve subcontractors and to require the primary contractor to replace subcontractors found to be unacceptable. The contractor is entirely responsible for adherence by the subcontractor to all provisions of the contract.

The contractor and any subcontractors must commit to the entire contract period, unless a change of subcontractors is specifically agreed to by the State.

The contract between the contractor and the State will not be assignable to another party without prior written permission from the State. The contractor shall provide advance notice to the State on any intended sale of the contracting entity. The State will have the option of terminating the contract with the contractor upon the sale of the contracting entity.

6.5 NEWS RELEASES

News releases pertaining to this RFP or the services, study, data, program or project to which it relates, shall not be made without prior State approval (verbal or written as specified by the State), and then only in accordance with the explicit written instructions from the State. No results of the program are to be released without prior written approval of the State and then only to persons designated.

6.6 FREEDOM OF INFORMATION AND PRIVACY ACT / DISCLOSURE

All material submitted by Bidders becomes the irrevocable and sole property of the State of Vermont. The State reserves the right to use all concepts, data, ideas, or configurations presented in any proposal, whether or not the proposal is selected.

All materials relating to this procurement are subject to the terms of the Freedom of Information Act, the Privacy Act, and all rules, regulations, and interpretations of these Acts, including those from the Offices of the Attorney General of the United States, Health and Human Services, Centers for Medicare and Medicaid Services, and the State of Vermont. The Contractor, by submitting a proposal, agrees that the Privacy Act of 1974, Public Law 93-579, and the Regulations and General Instructions issued pursuant thereto, are applicable to this contract, and to all subcontracts hereunder. Should the Contractor's proposal include any materials that are proprietary and are to be treated confidentially, those materials must be clearly and separately identified. Each page of any proprietary material should be separately labeled.

6.7 GRATUITIES OR KICKBACKS

The State prohibits Gratuities and Kickbacks.

6.8 APPROPRIATIONS

If the contract extends into more than one fiscal year (July 1 to June 30), and if appropriations are insufficient to support the contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority.

6.9 OTHER PROVISIONS

Vermont has specific contract language and requirements, as identified in Appendices 1 and 2 of this RFP. Bidders should review this language.

6.10 PERFORMANCE STANDARDS AND PENALTIES

The contractor will be subject, as determined by the Contract Administrator, to forfeiture of up to 10 % of the contract amount for each instance in which the contractor fails to:

Meet, by more than 10 calendar days, the timelines set forth in the contract. The Contract Administrator may waive or adjust this penalty if it is determined that failure to meet the timeline was fully or partially outside the control of the Contractor.

Submit required work products or submits work products that are sufficiently deficient such that the Contract Administrator requests that they be redone.

Repeated levying of penalties for failure to perform may result in cancellation of the contract by the State.

6.11 COMPLIANCE WITH OTHER MATERIAL CONTRACT PROVISIONS

The objective of this standard is to provide the State with an administrative procedure to address general contract compliance issues which are not specifically defined as performance requirements or for which damages due to non-compliance cannot be quantified.

The State may identify contract compliance issues resulting from the contractor's performance of its responsibilities through routine contract monitoring activities. If this occurs, the OVHA Director or Contract Administrator will notify the contractor in writing of the nature of the performance issue. The State will also designate a period of time, not to be less than 10 business days, in which the contractor must provide a written response to the notification and recommend, when appropriate, a reasonable period of time in which the contractor should remedy the non-compliance.

If the non-compliance is not corrected by the specified date, the State may assess sanctions up to \$2,500.00 per day after the due date until the non-compliance is corrected.

6.12 DEDUCTION FROM PAYMENTS

The State may, following proper notification to the contractor, deduct from any payments due the contractor the calculated amount of recovery for any assessed consequential or liquidated damages. The State may, at its sole discretion, return a portion or all of any sanctions collected as an incentive payment to the contractor for prompt and lasting correction of performance deficiencies.

6.13 PROHIBITION AGAINST ADVANCE PAYMENTS

No payment shall be paid by the State in advance of, or in anticipation of services actually performed and/or of supplies furnished under this contract.

6.14 PAYMENTS TO SUBCONTRACTORS

The State shall bear no liability for paying the valid claims of the contractor's subcontractors.

6.15 CONTRACT COMPOSITION

The terms and conditions contained in this section shall be incorporated by reference in any contract resulting from this RFP. The State shall render all decisions on matters involving interpretation of these contract terms and conditions. The contract shall be in conformity with, and shall be governed by, all applicable laws of the Federal government and the State of Vermont.

The components of the contract (in order of precedence) shall consist of:

- The formal contract document signed by all parties and any subsequent amendments to that document;
- This RFP, inclusive of appendices, exhibits and amendments;
- The selected proposal; and
- Any written agreements or representations incorporated as part of the procurement process.

In the event of a conflict in language among any of these components, the provisions and requirements set forth and/or referenced in the contract, or, if not set forth in that document, then the provisions and requirements as set forth in this RFP, shall govern.

The State reserves the right to clarify any contractual relationship in writing, and such clarifications shall govern in case of conflict with the requirements of this RFP.

If an issue is addressed in the contractor's proposal that is not addressed in the RFP, no conflict in language shall be deemed to have occurred.

6.15.1 Entire Agreement

The components cited in RFP section 6.15 represent the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. A record of formal contract negotiations, if any, between the parties will be prepared by the OVHA and will become part of the contract file. The contract between the parties shall be independent of, and have no effect upon, any other contracts of either party.

6.15.2 Contract Amendments

An approved contract amendment is required whenever a change affects the payment provisions, the scope of work, the length of the contract, or when other contract deliverables do not meet the requirements of the State. Formal contract amendments will be negotiated by the State with the Contractor whenever necessary to address changes to the terms and conditions, the costs of, or the scope of work included under the contract. An approved contract amendment means one approved by the OVHA, the contractor, and all other applicable State and Federal agencies prior to the effective date of such change.

6.15.3 Subsequent Conditions

The contractor shall comply with all requirements of this RFP and the State shall have no obligation until such time as all of said requirements have been met.

6.15.4 Contract Administration

The contract shall be administered for the State by the OVHA. The OVHA Director and the Contract Administrator will be responsible for all matters related to this contract. The Contract Administrator shall be the contractor's primary liaison in working with other State staff and with any other contractor. In no instance shall the contractor refer any matter to any other official in Vermont unless initial contact, both verbal and in writing, regarding the matter has been presented to the OVHA Director or the Contract Administrator. Whenever the State is required by the terms of the contract to provide written notice to the contractor, such notice shall be signed by the OVHA Director or Contract Administrator. All notices regarding the failure to meet performance requirements and any assessments of damages under the provisions set forth in this RFP shall be issued by the OVHA Director or the Contract Administrator.

6.15.5 Notices

Whenever notice is required to be given to the other party, it shall be made in writing and delivered to that party. Delivery shall be deemed to have occurred if a signed receipt is obtained when delivered by hand or three (3) days have elapsed after posting if sent by registered or certified mail, return receipt requested, or by private carrier with a signed receipt slip. A transmission by fax will not be considered a formal notice. Notices shall be addressed as follows:

In case of notice to the contractor:

Contractor Name
Contractor Address

In case of notice to OVHA:

OVHA Director
Office of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, Vermont 05495

A copy of the notice shall be sent to the Contract Administrator. Said notices shall become effective on the date of receipt or the date specified within the notice, whichever comes later. Either party may change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

6.15.6 Authority

Each party has full power and authority to enter into and perform the contract. Each party certifies that the person signing on its behalf has been properly authorized and empowered to enter into the contract. Each party further acknowledges that it has read the contract, understands it, and agrees to be bound by it.

6.16 INTERPRETATIONS AND DISPUTES

6.16.1 Conformance with State and Federal Regulations

The contractor agrees to comply with all State and Federal laws, regulations, and policies as they exist or as amended that are or may be applicable to the contract, including those not specifically mentioned in this chapter. In the event that the contractor may, from time to time, request the State to make policy determinations or to issue operating guidelines required for proper performance of the contract, the State shall do so in a timely manner, and the contractor shall be entitled to rely upon and act in accordance with such policy determinations and operating guidelines and shall incur no liability in doing so unless the contractor acts negligently, maliciously, fraudulently, or in bad faith.

6.16.2 Waivers

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract shall be waived except by the written agreement of the parties. Forbearance or indulgence in any form or manner by either party in any regard whatsoever shall not constitute a Waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply. Notwithstanding any such forbearance or indulgence, the other party shall have the right to invoke any remedy available under law or equity until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings.

Waiver of any breach of any term or condition in the contract shall not be deemed a Waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

6.16.3 Severability

If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the State and the contractor shall be relieved of all obligations arising under such provision; if the remainder of the contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed. To this end, the terms and conditions defined in the contract can be declared severable.

6.16.4 Legal Considerations

This contract shall be governed in all respects by the laws and statutes of the State of Vermont. The Contractor, by submitting a proposal, agrees and submits to the jurisdiction of the courts of the State of Vermont and agrees that venue for any legal proceeding against the State regarding this RFP or any resultant contract shall be filed in the Superior Court of Washington County. In the event that either party deems it necessary to take legal action to enforce any provision of the contract, the Contractor shall bear their costs associated with the litigation, including attorney fees as assessed by the court. Any action against the State, including, but not limited to, actions either for breach of contract or for enforcement of its provisions, or both, shall be commenced within three (3) years from the date of completion specified in the contract and shall be tried by a court sitting without a jury. All defenses in law or equity, except the defense of governmental immunity, shall be preserved to the State. Any further appeal of the Superior Court's decision may be taken to the Supreme Court of the State of Vermont.

6.16.5 Disputes

Prior to the institution of litigation concerning any dispute arising under the contract, the Secretary of the AHS of the State of Vermont is authorized, subject to any limitations or conditions imposed by regulations, to settle, compromise, pay, or otherwise adjust the dispute by or against or in controversy with, a contractor relating to a contract entered into by the AHS on behalf of the State or any State department or office, including a claim or controversy based on a contract, mistake, misrepresentation, or other cause for contract modification or rescission, but excluding any claim or controversy involving penalties or forfeitures prescribed by statute or regulation where an official other than the Secretary of the AHS is specifically authorized to settle or determine such controversy.

A "contract dispute" shall mean a circumstance whereby a contractor and the State entity are unable to arrive at a mutual interpretation of the requirements, limitations, or compensation for the performance of a contract.

The Secretary of the AHS shall be authorized to resolve contract disputes between contractors and State entities upon the submission of a request in writing from either party, which request shall provide:

1. A description of the problem, including all appropriate citations and references from the contract in question.
2. A clear statement by the party requesting the decision of the Secretary's interpretation of the contract.
3. A proposed course of action to resolve the dispute.

The Secretary shall determine whether:

1. The interpretation provided is appropriate.
2. The proposed solution is feasible.
3. Another solution may be negotiable.

If a dispute or controversy is not resolved by mutual agreement, the Secretary or his/her designee shall promptly issue a decision in writing after receipt of a request for dispute resolution. A copy of the decision shall be mailed or otherwise furnished to the contractor. If the Secretary does not issue a written decision within 30 days after written request for a final decision, or within such longer period as might be established by the parties to the contract in writing, then the contractor may proceed as if an adverse decision had been received.

Appeals of the Secretary's decision may be taken to the Washington County Superior Court under the same conditions and under the same practice as appeals are taken from judgments in civil cases. If damages awarded on any contract claim under this section exceed the original amount of the contract, such excess shall be limited to an amount which is equal to the amount of the original contract. No person, firm, or corporation

shall be permitted more than one money recovery upon a claim for the enforcement of or for breach of contract with the State.

6.17 GUARANTEES, WARRANTIES, AND CERTIFICATIONS

6.17.1 Contractor Recoveries

In the event this contract is terminated for any reason, the State shall be obligated only for the products/services rendered and accepted prior to the date of termination, and limited to actual, reasonable and allowable costs in accordance with contract payment provisions. All such products become the property of the State of Vermont.

The contractor may be paid for outstanding invoices due, less assessed damages. If damages exceed monies due from invoices, collection may be made from the contractor's performance bond.

Recovery Process

The contractor shall submit any termination claims in the form and with the certifications prescribed by the State promptly, but in no event later than four months from the effective date of termination. Subject to the timeliness provisions in the previous paragraph, and subject to any review required by State procedures in effect as of the date of execution of the contract, the contractor and the OVHA may agree upon the amounts to be paid to the contractor by reason of the total or partial termination of work. The State will only pay for those services for which value has been received in progress on a product, regardless of contractor costs. The contractor shall not be entitled to be paid for any work performed in connection with terminated parts and after notice of termination is received.

In the event of a failure to agree in whole or in part as to any amounts to be paid to the contractor in connection with the total or partial termination of work pursuant to this contract, the State shall determine on the basis of information available, the amount, if any, due to the contractor by reason of termination and shall pay to the contractor the amount so determined. The contractor shall have the right of appeal.

If the State determines that the facts justify such action, termination claims may be accepted and acted upon at any time after such four-month period or extension thereof. Upon failure of the contractor to submit its termination claim within the time allowed, the OVHA may, subject to review required by State procedures in effect as of the date of execution of the contract, determine on the basis of information available, the amount, if any, due to the contractor by reason of the termination and shall pay to the contractor the amount so determined.

In no case shall the contractor's termination claims include claim for unrealized anticipatory profits.

6.17.2 State Recoveries

In the event this contract is terminated for any reason, the OVHA may procure, upon such terms and in such manner as deemed appropriate by the OVHA, supplies or services similar to those terminated, and the contractor may be liable for any costs for such similar supplies or services and other damages allowed by law.

Additionally, the contractor shall be liable to the State for administrative costs incurred to procure such similar supplies or services as are needed to continue operations. Payment for such costs may be assessed against the contractor's performance bond.

The contractor acknowledges that:

Any failure or unreasonable delay on its part in the delivery of materials and/or turnover activities will cause irreparable injury to the OVHA, not adequately compensable in damages.

The OVHA may seek and obtain injunctive relief and monetary damages. Payments made by the OVHA may also constitute an element of damages in any action in which contractor default is alleged.

The rights and remedies of the OVHA provided in this section shall not be exclusive and are in addition to other rights and remedies provided by law or under contract provisions.

6.17.3 Subcontracts and Delegation of Duty

The contractor may enter into written subcontract(s) for performance of certain of its contract responsibilities. The proposed use of subcontractors shall be clearly explained in the Contractor's proposal and should identify which subcontractors are providing what services. The contractor shall make available all subcontracts for inspection by the State upon request for the State's prior approval. Any change in subcontractors during the term of the contract shall be submitted to the State for review and shall be subject to the State's prior approval.

The primary contractor shall be wholly responsible for performance of the entire contract whether or not subcontractors are used. Any subcontract which the contractor enters into with respect to performance under the contract shall not relieve the Contractor in any way of responsibility for performance of its duties. Further, the State will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

The contractor shall give the State immediate notice in writing, by certified mail, of any action or suit filed and of any claim made against the contractor or subcontractor that may result in litigation with the AHS related to this contract.

Executive Order 924 encourages each State agency to meet a goal of 10% of the dollar value of all procurement be awarded to small and small disadvantaged and minority and woman-owned businesses as subcontractors, pursuant to the provisions of Part 1 9 of Title 48, Federal Acquisition Regulations; 45 CFR 74.161, Appendix C; and Chapter 37-2.5.5.2.

All of the program standards described in this RFP shall apply to subcontractors, to the extent relevant, to the duties they are performing.

6.17.4 Assignment of the Contract

The contractor shall not sell, transfer, assign, or otherwise dispose of the contract or any portion thereof or of any right, title, or interest therein without the prior written consent of the State. Such consent, if contracted, shall not relieve the contractor of its responsibilities under the contract. This provision includes reassignment of the contract due to change in ownership of the firm.

6.17.5 Force Majeure

Neither the contractor nor the State shall be liable for any damages or excess costs for failure to perform their contract responsibilities if such failure arises from causes beyond the reasonable control and without fault or negligence by the contractor or the State. Such causes may include, but are not restricted to, fires, earthquakes, tornadoes, floods, unusually severe weather, or other catastrophic natural events or acts of God; quarantine restrictions; explosions; subsequent legislation by the State of Vermont or the Federal government; strikes by other than the contractor's employees; and freight embargoes. In all cases, the failure to perform must be beyond the reasonable control of, and without fault or negligence of, either party.

6.17.6 Patent or Copyright Infringement

The contractor shall represent that, to the best of its knowledge, none of the software to be used, developed, or provided pursuant to this contract violates or infringes upon any patent, copyright, or any other right of a third party. If any claim or suit is brought against the State for the infringement of such patents or copyrights arising from the contractor's or the State's use of any equipment, materials, computer software and products, or information prepared for, or developed in connection with performance of, this contract, then the contractor shall, at its expense, defend such use. The contractor shall satisfy any final award for such infringement, whether it is resolved by settlement or judgment involving such a claim or suit.

6.18 PERSONNEL

6.18.1 Employment Practices

The contractor shall:

1. Agree to comply with the requirements relating to fair employment practices; to the extent applicable and agrees further to include a similar provision in any and all subcontracts.
2. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, age (except as provided by law), marital status, political affiliation, or handicap.
3. Take affirmative action to ensure that employees, as well as applicants for employment, are treated without regard to their race, color, religion, sex, sexual orientation, national origin, age (except as provided by law), marital status, political affiliation, or handicap. Such action shall be taken in areas including, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
4. Agree to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provision of this non discrimination clause.
5. In all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, national origin, age (except as provided by law), marital status, political affiliation, or handicap, except where it relates to bona fide occupational qualification.
6. Send to each labor union or representative of workers with which he has a collective bargaining arrangement or other agreement or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1976, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
7. Agree to comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000D et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794); Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.); The United States Department of Health and Human Services regulations found in 45 CFR, parts 80 and 84; and the United States Department of Education implementing regulations (34 CFR, parts 104 and 106); which prohibit discrimination on the basis of race, color, national origin, handicap, or sex, in acceptance for or provision of services, employment, or treatment in educational or other programs or activities.
8. Comply with all provisions of Executive Order No. 11246 of September 24, 1976, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
9. Furnish all information and reports required by Executive Order No. 11246 of September 24, 1976, as amended, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto and will permit access to its books, records, and accounts by the Secretary of the U.S. Department of Health and Human Services

- and the U.S. Secretary of Labor or their authorized representatives for purposes of investigation to ascertain compliance with rules, regulations, and orders.
10. Comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Orders 11625 and 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations, Chapter 60.
 11. Comply with regulations issued by the Secretary of Labor of the United States in Title 20, Code of Federal Regulations, Part 741, pursuant to the provisions of Executive Order 11 758 and the Federal Rehabilitation Act of 1973.
 12. Be responsible for ensuring that all subcontractors comply with the above-mentioned regulations. The contractor and its subcontractors shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations there under, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973, as amended.
 13. Comply with all applicable provisions of Stat. 53-1147, the Federal "Hatch Act," as amended.
 14. Comply with all applicable provisions of Public Law 101-336, Americans with Disability Act.
 15. Provide a drug-free work place in accordance with the Drug-Free Workplace Act of 1988 and implemented at 45 CFR 76, Subpart F for selected Contractors, as defined at 45 CFR Part 76, Section 76.605 and 76.610.
 16. Agree comply with all other State and Federal statutes and regulations that are or may be applicable and that are not specifically mentioned above.

6.18.2 Employment of State Personnel

The contractor shall not knowingly engage on a full-time, part-time, or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of this contract, State employees, except those regularly retired individuals, without prior written approval from the Secretary of the AHS or designee.

6.18.3 Fraud and Abuse

The contractor shall require its employees, contractors, and selected Contractors which provide goods or services for the plan to furnish, upon reasonable request, to the OVHA and the Attorney General any record, document, or other information necessary for a review, audit, or investigation of program fraud or abuse, and shall establish procedures to report all suspected fraud and abuse to the OVHA and the Attorney General.

6.19 INSPECTION OF WORK PERFORMED

The OVHA, the AHS, Vermont Auditor of Accounts, the U.S. Department of Health and Human Services, the Centers for Medicare and Medicaid Services, the General Accounting Office, the Comptroller General of the United States, the Office of the

Inspector General, Medicaid Fraud Control Unit of the Office of the Attorney General or their authorized representatives shall, during normal business hours, have the right to enter into the premises of the Contractor and/or all subcontractors and providers, or such other places where duties under the contract are being performed, to inspect, monitor, or otherwise evaluate the work being performed. All inspections and evaluations shall be performed in such a manner as to not unduly delay work.

6.20 TERMINATION OF THE CONTRACT

The contract between the parties may be terminated only on the following basis:

1. By mutual written agreement of the State and the contractor.
2. By the State, in whole or in part, whenever it determines that the contractor has failed to satisfactorily perform its contracted duties and responsibilities and is unable to cure such failure within a reasonable period of time after receipt of a notice specifying those conditions.
3. By the State, in whole or in part, whenever, for any reason, the state shall determine that such termination is in the best interest of the State, with sufficient prior notice to the contractor.
4. By the State, in whole or in part, whenever funding from State, Federal, or other sources is withdrawn, reduced, or limited, with sufficient prior notice to the contractor.
5. By the State, in whole or in part, whenever the State determines that the instability of the contractor's financial condition threatens delivery of Medicaid services and continued performance of the contractor responsibilities.

Each of these circumstances is incorporated in the following subsections.

6.20.1 Termination for Default

The State may terminate this contract, in whole or in part, whenever it determines that the contractor or subcontractor has failed to satisfactorily perform its contracted duties and responsibilities and is unable to cure such failure within a reasonable period of time as specified in writing by the State, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as "Termination for Default."

Upon determination by the State that the contractor has failed to satisfactorily perform its contracted duties and responsibilities, the contractor shall be notified in writing, by either certified or registered mail, of the failure and of the time period which has been established to cure such failure. If the contractor is unable to cure the failure within the specified time period, the State will notify the contractor that the contract, in full or in part, has been terminated for default.

If, after notice of termination for default, it is determined by the State or by a court of law that the contractor was not in default or that the contractor's failure to perform or make

progress in performance was due to causes beyond the control of, and without error or negligence on the part of, the contractor or any of its subcontractors, the notice of termination shall be deemed to have been issued as a termination for the convenience of the State, and the rights and obligations of the parties shall be governed accordingly.

In the event of termination for default, in full or in part as provided under this clause, the State may cover, upon such terms and in such manner as is deemed appropriate by the State, supplies or services similar to those terminated, and the contractor shall be liable for any costs for such similar supplies or services and all other damages allowed by law. In addition, the contractor shall be liable to the State for administrative costs incurred to procure such similar supplies or services as are needed to continue operations. Payment for such costs may be assessed against the contractor's performance bond or substitute security.

In the event of a termination for default, the contractor shall be paid for any outstanding monies due less any assessed damages. If damages exceed monies due from invoices, collection can be made from the contractor's performance bond, cash deposit, letter of credit, or substitute security.

The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

6.20.2 Termination for Convenience

The State may terminate performance of work under the contract, in whole or in part, whenever, for any reason, it shall determine that such termination is the most appropriate action for the State of Vermont.

In the event that the State elects to terminate the contract pursuant to this provision, the Contractor shall be notified in writing by either certified or registered mail either 30 days prior to or such other reasonable period of time prior to the effective date, of the basis and extent of termination. Termination shall be effective as of the close of business on the date specified in the notice. Upon receipt of notice of termination for convenience, the contractor shall be paid for any outstanding monies due.

6.20.3 Termination for Unavailability of Funds

In the event funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to the anticipated contract expiration date, the State may terminate the contract under the "Termination for Convenience" clause.

6.20.4 Termination for Financial Instability

In the event that the contractor becomes financially unstable to the point of threatening the ability of the State to obtain the services provided for under the contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, or suffers or permits the appointment of a receiver for its business or its assets, the State may, at its option, immediately terminate this contract effective the close of business on the date specified. In the event the State elects to terminate the contract under this provision, the contractor shall be notified in writing by either certified or registered mail specifying the date of termination. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the contractor shall immediately notify the Contract Administrator. The contractor shall ensure that all tasks related to the subcontract are performed in accordance with the terms of this contract.

6.20.5 Procedures on Termination

Upon delivery by certified or registered mail to the contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the contractor shall:

1. Stop work under the contract on the date and to the extent Specified in the Notice of Termination.
2. Complete the performance of such part of the work as has not been terminated by the Notice of Termination.
3. Provide all necessary transitioning assistance and relevant information to the State.

6.21 MISCELLANEOUS CONTRACT TERMS AND CONDITIONS

6.21.1 Ownership of Data, Reports, Work Products and Deliverables

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of Vermont and 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 developed for the State, 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 and/or source codes developed.

All work products, and deliverables produced under contracts awarded as a result of bids will be the exclusive property of the State of Vermont. This includes, but is not limited

to, software, documentation, and development materials. A contractor shall not sell a work product or deliverable produced under a contract awarded as a result of bids without explicit permission from the State.

6.21.2 Publicity

Any publicity given to the program or services provided herein, including, but not limited to, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the contractor, shall identify the State of Vermont as the sponsor and shall not be released without prior written approval from the State.

6.21.3 Award of Related Contracts

The State may undertake other contracts for work related to this contract or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors as directed by the State in all such cases. All subcontractors will be required to abide by this provision as a condition of the contract between the subcontractor and the primary contractor.

6.21.4 Conflict of Interest

No official or employee of the State of Vermont or the Federal government who exercises any functions or responsibilities in the review or approval of the undertaking-or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. All applicable State employees shall be subject to the provisions of the Executive Order Code of Ethics, Executive Order No.8-91.

The contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The contractor further covenants that, in the performance of the contract, no person having any such known interests shall be employed.

6.21.5 Lobbyist Reporting Law

In accordance with 2 V.S.A., Sections 261-268, lobbyists and their employers must report all gifts of \$5.00 or more to legislators or administration officials. Lobbyists include all persons who engage in lobbying for compensation of more than \$500 in any calendar year. Lobbyists and their employers must register and file reports with the Vermont Secretary of State.

APPENDIX 1: CONTRACT ATTACHMENTS C, E, F

Contract attachments C, E and F can be accessed at:

<http://ovha.vermont.gov/administration/request-for-proposal-to-implement-and-operate-a-medicaid-reach-up-transportation-system-03-03-2008>

APPENDIX 2: VERMONT TAX CERTIFICATION**DATE: *(DATE)****REQUEST FOR PROPOSAL
*(TITLE)**

Address

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

The undersigned agrees to furnish the products or services listed at the prices quoted and, unless otherwise stated by the Contractor, 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.

VERMONT TAX CERTIFICATE AND INSURANCE CERTIFICATE

To meet the requirements of Vermont Statute 32 V.S.A. subsection 3113, by law, no agency of the State may enter into extend or renew any contract for the provision of goods, services or real estate space with any person unless such person first certifies, under the pains and penalties of perjury, that he or she is in good standing with the Department of Taxes. 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, 32 V.S.A. subsection 3113. In signing this bid, the Contractor 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.

Contractor further certifies that the company/individual is in compliance with the State's insurance requirements as detailed in section 21 of the Purchasing and Contract Administration Terms and Conditions. All necessary certificates must be received prior to issuance of Purchase Order. If the certificate of insurance is not received by the Division of Purchasing and Contract Administration within five (5) days, the State of Vermont reserves the right to select another Contractor. Please reference this RFQ# when submitting the certificate of insurance.

Insurance Certificate: Attached _____ Will provide upon notification of award: _____ (within 5 days)

Delivery Offered _____ Days After Notice of Award Terms of Sale _____

Quotation Valid for _____ Days _____ Date: _____

Name of Company: _____ Telephone Number: _____

Fed ID or SS Number: _____ Fax Number: _____

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