

Title: Health Resource Data Planning Technical Assistance

Date: November 6, 2017

Requisition Number: 03330-001-17

1 BACKGROUND AND SCOPE: The Green Mountain Care Board (GMCB) is seeking to establish service agreements with one or more companies to provide a data landscape study and make recommendations for approaches that will help Vermont policy makers assess current and future community and statewide needs and appropriate allocation of health care resources in the state.

The qualified vendor shall:

- Review best practices and dynamic resource allocation tools/approaches in other states.
- Evaluate existing health-related data sources in Vermont to assess the quality and usefulness of each data source, and identify key gaps in data that could or should be collected to better inform resource allocation.
- Research cost-effective approaches to compiling data from disparate sources into a useable format, including cost estimates.
- Based on the above requirements, provide recommendations and options that assist GMCB toward the development of a dynamic, highly informative, user-friendly web-based tool to regularly assess the allocation of health care resources in the state. The ideal tool would compare underlying community needs with the distribution of current health services (e.g., facilities, equipment, providers) in order to identify areas of overlap, excess, and inadequacy.

2 CONTRACT PERIOD: Contract(s) arising from this request for proposal will be for a period of no longer than 5 months. The proposed start date will be February 1, 2018.

3 SINGLE POINT OF CONTACT: All communications concerning this Request For Proposal (RFP) are to be addressed in writing to the attention of: Erin Collier, Financial Administrator, erin.collier@vermont.gov. Attempts by a bidder to contact any other party could result in the rejection of its proposal.

4 COSTS OF PREPARATION: The bidder shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentation or demonstrations associated with this request and or proposals made. The bidder shall also be solely responsible for the cost of preparing responses to scope of work requests submitted over the course of the contract.

5 REJECTION RIGHTS: GMCB may, at any time and at its sole discretion and without penalty, reject any and all proposals as a result of this RFP. Furthermore, a proposal may be rejected for one or more of the following reasons or for any other reason deemed to be in the best interest of the State:

5.11.1 The failure of the bidder to adhere to one or more provisions established in this RFP.

5.11.2 The failure of the bidder to submit required information in the format specified in this

RFP.

5.11.3 The failure of the bidder to adhere to generally accepted ethical and professional principles during the RFP process.

Read all instructions carefully. If you do not comply with any part of this RFP, GMCB may, at its sole option, reject your proposal as non-responsive. The GMCB reserves the right to waive any requirements contained in this RFP.

6 PUBLIC RECORD DISCLOSURE:

6.11.1 All proposals shall become the property of the State.

6.11.2 All public records of GMCB are available for disclosure, except: RFPs prior to the release to potential bidders; and proposals and bids received in response to the RFP prior to the time when the successful bidder (Contractor) and GMCB have executed the contract. After the time that the contract is executed, the unsuccessful bidders may request a copy of their own score sheets as well as request to view the successful bidder's proposal at the GMCB's Office.

6.11.3 GMCB will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement may be disclosed except those portions specifically marked by the bidder as falling within one of the exceptions of 1 V.S.A. § 317.

7 AUTHORITY TO BIND GMCB: The Executive Director and the Board Chair of GMCB are the only persons who may legally commit GMCB to any contract agreements. The Contractor shall not incur, and GMCB shall not pay, any costs incurred before a contract is fully executed.

8 SCHEDULE OF EVENTS:

| | |
|-----------------------------|-------------------------|
| Bidder's Questions Due | November 15, 2017 |
| Dept. Response to Questions | November 21, 2017 |
| Proposal Due/Closing Date | December 8, 2017 4:00PM |
| Bid Opening | December 11, 2017 |
| Selection Notification | January 2, 2018 |
| Commencement of Contract | Feb 1, 2018 |

9 QUESTION AND ANSWER PERIOD: Any vendor requiring clarification of any section of this proposal must submit specific questions in writing to the single point of contact by 4:00 p.m. November 15, 2017. Questions must be e-mailed to the RFP Contact listed in Section 3 of this proposal. Any question not raised in writing on or before the last day of the initial question period is waived. Responses to questions will be sent to vendors requesting clarification(s) on November 21, 2017.

10 CLOSING DATE & PROPOSAL PACKET DELIVERY: A bidder's proposal, (including all components including hard copies AND email and/or USB drive) whether mailed or hand delivered, must arrive **no later than 4:00 PM, December 8, 2017**. Late responses shall not be accepted and shall automatically be disqualified from further

consideration. The method of delivery shall be at the bidder's discretion and sole risk to assure delivery at the designated office. GMCB does not take responsibility for any problems in mail or delivery, either within or outside GMCB. Receipt by any other office or mailroom is not equivalent to receipt by GMCB.

- 11 PROPOSAL REVIEW:** A GMCB review team, of knowledgeable individuals, will evaluate each proposal. The GMCB shall review all proposals for compliance with RFP procedural instructions. If the procedural instructions are not followed, the proposal shall be considered non-responsive. Non-responsive proposals will be eliminated from further evaluation.

11.11 Insurance certificate: As part of the proposal packet the bidder must provide current certificates of insurance, as set forth in section 13, paragraph 7 of this document. Any questions a bidder may have concerning the necessary insurance coverage must be raised during the question and answer period set out in section 9 of this document. In the absence of a question and upon contract negotiations, the apparently successful bidder must provide a certificate of insurance that meets the minimum coverage specified in section 13 of this document. The bidder must also provide a completed w-9 form signed within the past six months with the proposal as an attachment.

11.12 Proposal Format:

11.12.1 Use standard 8.5" x 11" white paper. Documents must be single-spaced and use not less than a twelve-point font.

11.12.2 Send three (3) identical copies of the Program Proposal, and include a computer file copy of the document on an USB drive using Microsoft Word or straight text file formats in the proposal packet.

11.12.3 State the organization's name on each page of the Program Proposal and on any accompanying materials.

11.13 References: Provide the names, addresses, and phone numbers of at least three (3) companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.

- 12 SCORING:** For each program proposal, a bidder must address each of the four sections outlined in this section (Quality of Bidder Experience, Bidder Capacity, Technical Proposal and Program Costs). Proposals will be scored by individual team members. Scoring is intended to clarify strengths and weaknesses of proposals relative to one another and to provide guidance to decision-makers. The sum of the scores of the members will become the proposal's final score. (*see* criteria for scoring, next page).

**SIMPLIFIED REQUEST FOR PROPOSALS GREEN MOUNTAIN CARE BOARD
REQUISITION NUMBER: 03330-001-17**

| CRITERIA FOR SCORING |
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| 1 INFORMATION FROM THE BIDDER |
| A. Quality of Bidder’s Experience |
| <ul style="list-style-type: none"> • Provide a description of the bidder’s experience within the past five years providing comprehensive health care landscape review services and types of work performed by the bidder on such projects. Specify the scope of services provided and level of plans developed or reviewed by the bidder on related projects. • Relative to the Scope of Work, provide a description of the bidder’s experience in performing other specified tasks not covered above. |
| B. Bidder’s Capacity to Perform |
| <ul style="list-style-type: none"> • Provide an overview of the bidder’s organization, including staff organizational chart that identifies the major operational components of the organization, and the lines of authority and responsibility. • Organizational Quality – Describe licensures or accreditations of the bidder or organization. • Explain staff and titles of person(s) providing services specified in this RFP and given assigned staff, the capacity to meet deadlines. Provide the resumes of all staff providing services specified in this RFP. • Provide the title(s) and hourly rate(s) for all staff providing services specified in section 1, Background and Scope, of this RFP. |
| 2 TECHNICAL PROPOSAL/PROGRAM SPECIFICATIONS |
| A. Responsiveness to Specifications |
| <ul style="list-style-type: none"> • Provide narrative description of proposal that demonstrates understanding of the work, approach & methodology. • Explain experience managing contracts of this nature and scope and capacity to meet deadlines. • Describe how the bidder will ensure that bidder’s assigned staff will be readily accessible and responsive to GMCB staff. |
| B. Program Cost |
| Schedule A: Summary Program Costs |
| <ul style="list-style-type: none"> • Submit a detailed budget itemizing all costs associated with this proposal. |
| Schedule B: Budget Narrative and Assumptions |
| <ul style="list-style-type: none"> • In narrative form explain how figures for bidder’s salaries were determined. All expenses (mileage, etc.) are to be inclusive in salary rates. |
| Schedule C: Related Party Disclosure |
| <ul style="list-style-type: none"> • Disclose any current conflict of interest with any hospital, nursing home, or other health care facility in Vermont and timely notification to GMCB if future potential conflicts of interest arise. |
| OVERALL TOTAL SCORE |

13 STATE AND AGENCY CUSTOMARY CONTRACTING PROVISIONS:

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

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

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

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

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

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

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

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party’s indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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

Party in connection with the performance of this Agreement.

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

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

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

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability Contractual

Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

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

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

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

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

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

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

12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

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

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

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

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired

in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

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

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

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

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and

liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

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

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

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

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

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

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

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

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

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

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

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

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

30. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

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

(End of Standard Provisions)